

Client Agreement

This Client Agreement, the Privacy Notice and documents entitled 'Fee Menu – Information about our services' and 'Service Levels' explains the basis under which we will supply our services to you. We refer to these documents together as the "Agreement" between us. For your benefit and protection, please read this Agreement carefully and ask for clarification if you do not understand anything.

Our services

Rosan Helmsley Ltd (RH) is a firm of Independent Financial Advisers and is authorised and regulated by the Financial Conduct Authority (FCA). The FCA is the independent regulator of financial services in the United Kingdom. RH is entered on the Financial Services Register (fca.org.uk/register) under reference 196269.

Our mainstream service is to act on your behalf for the purpose of arranging and advising on the following:

- Investments & Pensions: for example, an ISA, General Investment Account, Bond or a Personal Pension Plan.
- **Personal & Family Protection:** we advise on and offer non-investment protection products such term assurance, income protection and critical illness plans from a range of insurers.
- Mortgages, including Buy-to-Let: in addition to regulated (residential) mortgages we also advise on and arrange non-regulated (buy to let) mortgages. Some forms of Buy to let mortgages are not regulated by the FCA because they are outside the Financial Services & Markets Act 2000. There is no compensation scheme for such products and services.
- **General Insurance** such as Private Medical Insurance and dental cover.

We may also advise on other products and services which are not regulated by the Financial Conduct Authority. We will tell you where this is the case.

We offer you an initial meeting or telephone call (at our expense) at which we will describe our services, discuss your requirements, explain the payment options and agree the fees with you for our services.

If you agree to appoint us, we will:

- **Gather personal and financial information** about you and complete a detailed fact find so we can understand your circumstances, specific needs and objectives to determine if our services are suitable for you.
- **Undertake research** in order to provide a personal recommendation(s) taking into consideration any related information relevant to your individual circumstances.
- Provide our recommendations in writing and discuss any action we think you should take.
- If, after due consideration you would like to accept any or all of our recommendation(s), we will then **implement** them and arrange any products and/or related services on your behalf.
- Arrange payment of our fees.



Retail client

Unless we notify you in writing to the contrary, we will be treating you as a 'Retail Client for pensions and investment business' as is required under FCA regulation. This means you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service. As a Retail Client, you have the right to request to be treated as an Elective Professional Client either generally or in respect of a particular service, type of transaction or product.

Such a request must be made in writing, and we will consider any requests received on a case-by-case basis against the criteria set out in the FCA rules. We will confirm the scope of any recategorisation along with the consumer protections you will lose as a result. You must keep us informed of any change to your circumstances that could affect your classification.

Our advice

We will confirm our advice in writing to you to confirm we have correctly understood your personal circumstances and the information you have provided to us. It is very important that you provide all material information and that it is true and correct to the best of your knowledge. If we have misunderstood any of the information, you must let us know as soon as possible as this may affect our advice and or recommendations.

Any advice or recommendation that we offer to you will be made in writing and will only be given after we have assessed your needs, considered your financial objectives, capacity for loss and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

Our written advice may include any products that we recommend to you and will incorporate a full explanation of our reasons for such advice or recommendations with details of any special or financial risks associated with the products recommended.

Following discussions with you, we may decide, at our discretion, that we are not able to provide advice or proceed with your instructions on suitability grounds, however we will always explain our decision to you.

Any request for instructions or instructions given by you must be made in writing. If instructions are given orally they should also be confirmed in writing. RH may refuse at its discretion to accept certain instructions although such discretion will not be exercised unreasonably.

Full details of the products we recommend to you including, for example, the minimum duration of the product, information

on your right to cancel or whether no right to cancel exists, and any early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract. In executing or transmitting applications on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you in terms of best execution.

Under the terms of this agreement, we may, if appropriate, advise you on investments that are not readily realisable. We will draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.

We will not recommend the services of a discretionary investment or fund managers (DIMs/DFMs) nor will we assist in the appointment of them.

We will not advise you if you are experiencing difficulties managing debts. Free help and advice about managing your debts is available by contacting the Money Advice Service via its website www.moneyadviceservice.org.uk.

Conflicts of interest

We will write to you if we become aware of a conflict of interest, for example where our interests or those of another client become conflicted with your interests and ask for your consent prior to proceeding with your instructions. Under the terms of our conflicts of interest policy, where we cannot otherwise manage an identified conflict of interest, we may be unable to provide you with one or more of the services described above. We will inform you in writing should this situation arise.

Client money

RH is not permitted to handle client money. With the exception of settlement of our invoices for agreed fees, cheques should be made payable to the product providers only.

Documentation

RH will register all investments in your name unless requested otherwise in writing. In certain circumstances products and/or investments may be registered in the name of a nominee company, for ease of administration, although you will remain the beneficial owner of those products and/or investments.

RH will forward to you all documents showing ownership as soon as possible after RH receives them. Where a number of documents relating to a series of transactions are involved, the documents will normally be retained by RH until the series is complete.



Risk warnings

Please be aware that investments can fall as well as rise, and you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance. Specific warnings relevant to the investments, investment strategies or other products we recommend will be confirmed in your Suitability Report.

Cancellation rights

Except in a few cases, where RH would advise you under separate cover, you will have the option to withdraw from an investment within a specified time period. In general terms you will normally have a 30-day cancellation period for a life, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies. Instructions for exercising the right to cancel, if applicable, will be contained in the product disclosure information which will be issued to you.

If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Termination

This Agreement will come into effect from the date you sign the Agreement and continue subject to your right to cancel until terminated by either party by giving notice in writing.

You can choose to begin receiving our services immediately and prior to the expiry of the cancellation period by ticking the appropriate box in the declaration attached to this Agreement. Please note that asking us to perform our services immediately will not affect any right to cancel a contract you have entered into with a product provider for a particular product. Please refer to the specific terms of the product provider for further clarification.

The rights to end this Agreement given by this clause shall be without prejudice to any other right or remedy either party may have against each other in respect of the breach concerned (if any) or any other breach.

Where you have completed the Agreement away from our business premises you have the right to cancel this Agreement within 14 days from the day this Agreement is signed by you without giving any reason. To exercise this right to cancel please notify us of your decision by post or by email ensuring your home or email address is included in the notification. To meet the cancellation deadline, it is sufficient to send the

communication concerning the right to cancel before the cancellation period has expired.

Complaints and compensation

Our clients value the service we provide and often recommend us to others, however, if you are unhappy with the service, you have received or a product we have arranged on your behalf, a copy of our complaints procedure which sets out how we will handle your complaint, is available on request.

If you would like to make a complaint, please contact us:

- In writing: Rosan Helmsley Ltd, 1000 Cathedral Square, Cathedral Hill, Guildford, Surrey, GU2 7YL
- By email: kathryn@rosan-ifa.com
- By telephone: 01483 90 40 40

If we are unable to settle your complaint or you are unhappy with our response, The Financial Ombudsman Service may be able to help. We will explain how at that point.

If you require further information about the Financial Ombudsman Service, you can contact them directly by visiting their website www.financial-ombudsman.org.uk or calling them on 0800 023 4567

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our obligations. This will depend on the type of business and the circumstances of the claim. The FSCS only pays compensation for financial loss and the limits per person per firm and per claim category as follows:

- Investments: advising on and arranging investments on most types of investment (eg an ISA) is covered up to a maximum of £85,000 per person per firm.
- Long term insurance contracts: advising on and arranging long term insurance products (eg a life insurance policy, personal pension or annuity) is covered for 100% of the claim without any upper limit.
- General insurance contracts: advising on and arranging compulsory classes of insurance products (eg contracts that pay out on death or incapacity) is covered for 100% of the claim without any upper limit. Advising on and arranging other general insurance products (eg buildings insurance), is covered for 90% of the claim, without any upper limit.
- Mortgages & equity release products: Advising on and arranging a mortgage and equity release product is covered up to a maximum limit of £85,000 per person per firm.

Further information about the FSCS is available from their website www.fscs.org.uk.



Anti-money laundering

We are obliged to conform to the UK Money Laundering Regulations 2017 and adhere to the guidance notes from the Joint Money Laundering Steering Group which requires financial institutions to verify the identity and place of residence of each investor. If you provide false or inaccurate information and we suspect fraud or money laundering, we will record this. We take no responsibility for any delay in investing where proof of identity and address is outstanding.

Other important terms

We may transfer all rights and obligations under this Agreement in circumstances where your rights under this Agreement are now materially affected.

This Agreement supersedes all previous written agreements between us in respect of the agreed Services and may not be modified except in writing and signed by both parties.

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part this Agreement shall continue to be valid as to the other provisions and the remainder of the affected provision.

Third party rights under the Contracts (Rights or Third Parties) Act 1999 are excluded.

This Agreement shall be governed by and constructed in all respects in accordance with the Laws of England and Wales and each party hereby submits to the exclusive jurisdiction of the court of England and Wales.

Any notice required by this Agreement other than the right to cancel notice which may be sent by email must be given by hand or sent by pre-paid post to the registered office address of the relevant party. Any notice given by post which is not returned to the sender as undelivered shall be deemed to have been given on the third working day after the notice was posted. Proof that the envelope containing it was properly addressed, posted and that it has not been returned to sender shall be sufficient evidence that such notice has been duly given.

Emailing documents

In order to reduce the amount of paper we send in the post, we would like your agreement to send certain disclosure documents we must supply to you via email. Such documents include the Key Features document and illustration for any product we recommend and the Key Investor Information Document (KIID) or Fund Fact Sheet for any funds we recommend.

Disclosure of fees

All charges/fees will be fully disclosed to you. Initially, these will be disclosed in summary form before we undertake any

chargeable work for you. Full details of the charges relating to any work or recommendations we make will be confirmed in writing via your Suitability Report or relevant product disclosure information that is provided to you. We operate on a contingent charging basis and payment will become due on completion of the work.

Whilst insurance and mortgage products typically pay a commission, you have the option to pay for our associated work by way of a fee. In this case, the method of calculation will be agreed with you before we carry out any chargeable work.

We will provide you with further details about the cost of our services via our attached Fee Menu.

Our typical services, for which we charge a fee as a percentage, are free of VAT. Should we provide you with a service on which VAT is chargeable then we will always tell you, in advance of any work being carried out.

It is possible that other costs, including taxes (eg stamp duty) related to the business we arrange, may arise. These costs will not be paid by our firm but borne by you.

If you cease to pay premiums to a contract, we have arranged for you for which we have received initial commission, RH may be required to refund this commission to the provider. In the event a refund is made, we reserve the right to recover the refunded amount from you without the need for a separate fee agreement.

The amount recoverable and the timeframe over which it is recoverable are dependent on the product chosen. Further details of the amount and timeframe will be notified to you prior to the conclusion of the contract in the Suitability Report. This will not apply where you exercise your statutory right to cancel the contract.

Other benefits we may receive

If we take over the servicing rights of your existing policies that were arranged by another firm, we may be entitled to receive an on-going payment as a result. These payments are commonly referred to as 'trail commission'. Where this is the case we will offset the amounts received against our on-going service fees. For example, if our on-going service fee is £1,200 and we receive £1,000 trail commission from existing arrangements retained as part of your portfolio, the net fee due to us would be £200. Some of the firms whose products we recommend provide us with access to training and software which allows us to offer you a better service. Some of the costs of these benefits may be passed onto you as part of the total charges you pay, should you choose to purchase a product from one of these firms. Further information regarding these arrangements is available on request.



We are not otherwise permitted to receive or retain any financial inducements, significant gifts or hospitality from investment product providers, for arranging investments.

Our remuneration

Following our initial discussion (which is at our expense) should you decide to go ahead there is a cost for our services. We offer a variety of methods by which we can be remunerated so that you can select the method that best suits your needs. We will discuss payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid.

Paying your adviser charge

You agree to pay us for the services we provide, and you can choose from a variety of different methods. The term "Adviser Charging" is used to cover any of the ways you choose to pay us. For further information on our Advisor Charges, please see our Fee Menu at the back of this document, but depending on the service or product involved, the following payment methods will be available to you:

- Our adviser charge can be paid out of your investment(s), by the product provider(s). *
- You can settle our adviser charge directly, either by cheque or electronic fund transfer.
- The adviser charge can be paid partly out of your investment(s) and partly direct by you. *
- For some protection products, our adviser charge can be taken as a commission. This is paid to us by the product provider and is funded from the charges that apply to your policy.
- For some mortgage products, our adviser charge can be taken as a Procuration fee. This is also paid to us by the provider and is funded from the charges applying to your mortgage.
- * Please note that if you choose to pay by deduction from a financial product this could reduce the amount left for investment and may, depending on your circumstances, have other consequences. If you select this option, we will discuss the implications with you prior to you putting it in place.

Our charges will become payable on completion of our work and should be settled within 10 business days. Please note a charge may be payable even if you choose not to invest in a product.

We do not accept payment of our fees in cash or via credit card.

We may receive commission from lenders, insurers and product providers which is typically included in the charges for the product that we recommend to you.

Where we recommend a product and we arrange it for you and receive a commission from the product provider, we will tell you what commission we receive. We will also tell you if we receive any form of benefit in connection with the services we produce to you.

Where you have requested that we start providing you with services during any cancellation period and you exercise your right to cancel, you will pay us a proportion of our reasonable costs that we have incurred in relation to the services that have been performed prior to the cancellation.

Paying by instalments (regular premium contracts only)

Where you are investing in a regular premium product you can choose to have your adviser charge deducted from the product through instalments. Although you may pay nothing to us up front, this does not mean our service is free. You still pay us indirectly through deductions from the amount you pay into your product. These deductions will pay towards settling the adviser charge and could reduce the amount left for investment. Exact details will be confirmed in writing ahead of chargeable works being carried out. In our Suitability Report, we will set out the monthly deduction and confirm to you the total amount payable and over what period.

Where you have opted to pay our adviser charge by instalments these payments are linked to the ongoing payment of agreed regular contributions into your plan (until the agreed adviser charge has been paid in full). If the regular contributions to your plan are not maintained (until the agreed adviser charge has been paid in full) we reserve the right to request full payment of any outstanding balance of the adviser charge.

You can also choose to pay your fee instalments due to us directly from your bank account (eg by monthly or quarterly Standing Order) and we will allow you to settle our fees in up to 12 months.

Please note that if you cancel your investment or pension product before our fee is settled in full including cancellation during a statutory cooling off period, you will need to make alternative arrangements to pay our fee.

If you pay our fees late we may charge you interest at a rate of 4% per annum above the Band of England Base Rate from time to time accruing on a daily basis from the due date until payment is received. We also charge a handling fee of £50 and shall seek to recover all costs (including legal costs) allowable by



the Courts if an award is made in our favour, in recovering any amounts due to us.

Before you enter into a contract with a product provider where we receive initial commission, we will let you know when we may need to refund commission payments to the product provider that we earn and whether we may seek to recover this from you, unless you have exercised your right to cancel the contract with the provider within their cancellation period.

You accept responsibility to pay our fees and any agreed costs and agree to reimburse us for all reasonable losses, costs or other liabilities incurred by us which result from any wilful or negligent breach by you of your obligations in this Agreement.

Protection business

You can pay for our advised protection services by fee, commission or a combination of these. In relation to non-investment protection contracts, if you wish us to work on a fee basis, the fee will be charged at an hourly rate subject to a minimum fee of £500 in total. Any commission can be used to offset this fee. Any surplus will be refunded to you. Where we are paid by commission, we will tell you the amount before we carry out any business for you.

You can pay for our non-advised services on the basis of commission or fee. We will tell you how we get paid and the amount before we carry out any business for you.

Ongoing service charges

We can offer you three levels of service: **Wealth Management, Financial Planning** or **Occasional Help**, as detailed in our attached Fee menu and in our document entitled 'Service Levels'. Subject to the services you require form us, we can continue to act on your behalf through either our Wealth Management or Financial Planning service package. You can cancel our ongoing services at any time. Our ongoing fee will fluctuate in line with the value of your investment which means the amount you pay us as an ongoing fee will increase as the fund value of your investments grow.

Our typical costs are:

Service	Ongoing Service Charge	
Wealth Management	0.68% per annum of monies invested, for individuals with portfolios in excess of £1million	
Financial Planning	0.75% per annum of monies invested, for individuals with portfolios of up to £1million	
Occasional Help	No ongoing charge. Advice/reviews are paid for as and when required	



Client Declaration

This Agreement is made between the following parties:

Rosan Helmsley Limited	Rosan Helmsley Limited of 1000 Cathedral Square, Cathedral Hill, Guildford, Surrey, GU2 7YL. Registered in England & Wales under Company Registration Number 4170825 ("RH, we, us, our, firm")		
And			
Name:	Address: email address: telephone number:		
And			
PoA:	Acting under power of a	attorney on behalf of:	
This document is our standard terms of business upon which we intend to rely. If you do not understand any point please ask for further information. Please sign two copies of this declaration and return one copy to us.			
I give you authorisation to correspond with the following third party (eg spouse, parent): Third party name			
 I am happy for RH to discuss my financial arrangements with the above named third party. I am happy for RH to take instructions from the above named third party in respect of my financial arrangements. I would like RH to contact the above named third party to review my portfolio. I am happy for RH to email the KIIDs, Product Key Features and Illustration documents. I acknowledge this agreement will come into effect from the date of signing. I would like RH to begin performance of services immediately and prior to the expiry of the cancellation period. 			
Tick to indicate your chos	sen service level, print your name	e, sign & date	
Service level	Wealth Management	Financial Planning	Occasional Help
Service level		0	0
Client name			
Client signature			
Date			



Fee Menu – Information about our services

Pension & Investment Services

We offer a range of services to help you meet your investment and retirement objectives. We provide independent financial advice which means that our recommendations will be based on determining which, if any, of the following types of investment or pension products are capable of meeting your needs, along with any associated 'tax wrappers' available (e.g. an ISA):

- Open Ended Investment Company Funds (OEICS) including Exchange Traded Funds (ETFs), Unit Trusts and Investment Trusts.
- Personal Pensions, Stakeholder Pensions, Self-Invested Personal Pensions (SIPPs) and Annuities.
- Insurance Based Investments, including Capital Investment Bonds and Endowments.
- Structured Capital at Risk Products (SCARPS) and Structured Deposits.
- Certain Specialist Investments suitable for retail clients, including Venture Capital Trust (VCT) Investments and Enterprise Investment Schemes.

We will then consider a broad range of different providers of these products from a fully researched panel that is representative of the whole of the market available to financial advisers and which we review on a regular basis using factors such as the risks, costs, complexity and their competitiveness in the marketplace.

Related Service Providers

Subject to your individual needs and objectives, we may also recommend that you hold and trade your investments and/or pensions in one place via a Platform Service.

We will consider a broad range of these service providers from a fully researched panel that is representative of the whole of the market, and which is also reviewed on a regular basis as described above.

We may recommend products or services related to your investment and pension needs which are not regulated by the Financial Conduct Authority. For example, cash deposits, National Savings & Investment Products (NS&I), or Inheritance Tax Planning (IHT).

What can you expect to pay for our investment and pension service?

The amount we charge and the basis of the payment will depend on the service you choose and your individual circumstances. We will discuss your payment options with you and any questions you may have. Our fees will be agreed with you in writing before we carry out any chargeable work. A description of our services as well as typical fees and payment terms for our advice and arranging an investment or pension on your behalf are set out below.

Advising on and arranging lump sum investments

Investment Amount	Fee for initial service
Up to £50,000	3.0% of the amount invested – for example if you invest £25,000 your adviser charge would be £750
Between £50,001 and £500,000	2.5% of the amount invested – for example if you invest £250,000 your adviser charge would be £6,250
Between £500,001 and £1,000,000	2.0% of the amount invested – for example if you invest £750,000 your adviser charge would be £15,000
More than £1,000,001	The fee will be agreed with you before any work is carried out



Reviewing existing pensions and or investments

Service	Fee for initial service
For reviewing your existing pension and or investments plans	Charged at £250 per hour Approx 4 – 8 hours
•	For example: if we spend 6 hours reviewing your current pension and or investment arrangements our fee for producing your financial planning report would be £1,500

Advising on and arranging regular premium investments

Service	Fee for initial service
Advising on and arranging regular premium investments	Fees will be agreed at point of arranging regular premium investments.

Ongoing Advice and Review Services

It is important to keep your financial plans under review. Subject to the services you require from us, we can continue to act on your behalf through either our Wealth Management or Financial Planning service package.

There is an additional charge for any ongoing work, such as periodic or ongoing reviews, we carry out on your behalf. We will confirm the rate, frequency, and length of this ongoing service before beginning any ongoing service work for you. You can cancel our ongoing services at any time.

Service	Ongoing Service Charge	
Wealth Management	0.68% per annum of monies invested, for individuals with portfolios more than £1million. For example, if your investment is worth £1million your ongoing service charge would be £6,800pa	
Financial Planning	0.75% per annum of monies invested, for individuals with portfolios up to £1million. For example, if your investment is worth £100,000 your ongoing service charge would be £750pa	
Occasional Help	No ongoing charge. Advice/reviews are paid for as and when required	

Protection & General Insurance

We are insurance intermediaries who offer products from a range of Insurers based on a fair and personal analysis of the market for Life Assurance, Critical Illness Cover, Income Protection Insurance and Private Medical Insurance.

We will receive commission from the insurer, and this is reflected in the premium amount you pay to them. The amount of commission we receive will vary depending on the type of contract, term of the cover and the premium amount. We will tell you how much commission we expect to receive before we transact business for you. You will receive a quotation which will tell you about any other fees relating to a particular insurance policy we arrange for you.



You can pay for our insurance services by way of a fee. The fees we charge for these services are as follows:

Service	Fee
After we have assessed your needs, we will advise and make a recommendation for you for Term Assurance, Critical Illness Cover, Income Protection Insurance and Private Medical Insurance	

Mortgages

We offer a comprehensive range of mortgage products from across the market but not deals that you can only obtain by going direct to a lender. We offer both first and second change mortgages.

For those seeking to increase their existing borrowing, alternative finance options may be available and more appropriate for your needs. For example, a further advance from your existing lender or an unsecured loan (e.g. a personal loan).

The fees we charge for our mortgage services are as follows:

Service	Fee
Initial Research	Our typical fee is £250 payable on presentation of our research and recommendations. The exact amount you pay will depend on your individual circumstances Our initial research fee is non-refundable should you decide not to take out a mortgage or the purchase does not complete
Processing a Mortgage	Price on appraisal. If the mortgage completes, Rosan Helmsley will receive commission from the lender. We reserve the right to charge an additional fee if the work involved outweighs the total fee received. The amount of commission we receive will vary from lender to lender. Information about the range of commissions available to us from the mortgage products we recommend is available on request.

You will receive a personalised illustration when considering a particular mortgage. This will highlight the key facts about the mortgage product, including any fees relating to is and the amount of any commission due to us from the mortgage lender.



Additional Services

We will tell you how we get paid and the amount before we carry out any business for you. The following additional services are available to you:

Service	Fee
Additional Review Meeting	£500
Additional Portfolio Valuation	£250 allowing for 2 hours of a Senior Administrator's time
Principal Senior Financial Adviser Financial Adviser Research & Report Writing Executive Senior Administrator General Administration	£150 per hour £125 per hour

Hourly rates quoted are actual, they are not indicative.

If you agree to pay us an hourly rate, we will provide a breakdown of our charges specific to the works we will carry out for you and agree these in advance.

Corporate Advisory Services (See corporate.rosan-ifa.com for more information)

Service	Fee
Establishing a Group Personal Pension	
Establishing Group Protection Benefits	The fee will be dependent on the level of service required and will be agreed with you ahead of any work being carried out.
Advising on Auto Enrolment	
Reviewing Employee Benefits	

Please refer to our document entitled "Service Levels" for more information.