

deans

you.your finances.your future.

Wealth Management

Letter of Engagement

This Letter of Engagement outlines our agreement with you, including the services that we will provide and the cost of those services.

Working
Together

Deans Wealth Management

Gibson House
Hurricane Court
Hurricane Close
Stafford
ST16 1GZ

Phone: 01785 238170

Fax: 01785 252614

info@deans-ifa.com

Letter of Engagement: Client Agreement

The provisions of this client agreement will take effect immediately that they are provided to you and will continue in force until they are cancelled by you or us, or they are replaced by an updated client agreement.

Authorisation & Regulation

Deans Wealth Management is a trading style of Dean Statham Wealth Management LLP. Dean Statham Wealth Management LLP is an appointed representative of pi financial ltd which is authorised and regulated by the Financial Conduct Authority.

Dean Statham Wealth Management LLP is registered in England & Wales. Registered office address Gibson House, Hurricane Court, Hurricane Close, Stafford, ST16 1GZ. Registered number OC339065. pi financial ltd is registered in England at Morfe House, Belle Vue Road, Shrewsbury, SY3 7LU. Registration number 3556277.

The company's FCA number is 486856. You can check this on the FCA's register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. You can also obtain further information from the FCA at www.fca.org.uk/consumer.

We will act on your behalf for the purposes of advising on and arranging life assurance, investments and pensions.

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

pi financial ltd's permitted business is advising on and arranging designated investments and non-investment insurance contracts.

Client Classification

Each client with whom we do business is categorised so as to identify the level of regulatory protection to be applied. In providing investment services to you, unless we notify you in writing to the contrary, we will categorise you as a 'retail client'. This means that 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.

Whose Investment Products do we offer?

We offer an independent advice service which is unbiased. We will recommend investments based on a comprehensive and fair analysis of the market. We will place no restrictions on the Investment Markets we will consider before providing investment recommendations, unless you instruct us otherwise. We will however only make a recommendation when we know it is suitable for you.

What service will we provide you with?

The service we provide is advising on and arranging Retail Investment Products, as defined by the FCA (see <http://fshandbook.info/FS/html/FCA/Glossary/R>).

Full details of the products we may recommend to you, including, for example, the minimum duration of the product, information on the right to cancel or whether no right to cancel arises and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

For the avoidance of doubt, please be aware that when you become a client of Deans Wealth Management, we do not accept responsibility for advice previously given to you by other firms. Nor is it part of our brief to review the suitability of the advice previously given to you, unless we have specifically agreed to do so.

Scope of Services

We offer bespoke advice according to your needs and requirements so you receive suitable service and advice. Our commitment is to provide a level of service that exceeds your expectations and matches your requirements whilst always ensuring the best financial solutions.

Financial plans may become less suitable for you over time as your circumstances change. If you commit to one of our on-going service levels then we commit ourselves to reviewing your plans, giving you 100% peace of mind that you are well looked after. To facilitate this we use some of the most cutting edge financial software and employ independent research from recognised specialists.

We have broken down our service into the following steps:

1. Initial Discovery Meeting
2. Research to find suitable investment options
3. Providing reports, financial health checks and forecasts
4. Recommendation of specific investment products, including the prices at which these can be arranged
5. Implementation
6. On-going Planning

1. Initial Discovery Meeting

We offer an initial meeting at our offices at our expense, to discuss your situation and how we might work together. At the meeting we will start gathering information about you, your objectives, your attitude to risk and any existing financial products you may have. We may ask for your authority to contact product providers for more details about these investments and policies.

If you wish the initial meeting to be at another venue there may be a modest charge for travel, meeting room hire etc. If a fee for the initial meeting applies it will be disclosed prior to becoming chargeable.

You are not obliged after this meeting to proceed to any of the further steps below.

2. Research to find suitable investment options

Following the Discovery meeting we start to research the market in order to identify investment options that will seek to address your aims and objectives, and within your stated and agreed tolerance for risk. This research will take into consideration your personal situation, your tax status, your existing arrangements and any other relevant issues.

We consider impartially all types of retail investment products which are capable of meeting your needs and objectives. Retail investment products are defined by the FCA as being:

- a life policy (includes personal pensions)
- a unit in a Collective Investment Scheme
- a Stakeholder Pension Scheme (including a Group Stakeholder Pension)
- a security in an Investment Trust

- any other designated investment which offers exposure to underlying financial assets, in a packaged form which modifies the exposure when compared with a direct holding in the financial asset
- a structured capital at risk product,

We will also consider relevant financial products, other than retail investment products which may be appropriate to your investment needs and objectives such as National Savings and Investments, (NS&I) and cash deposits.

Our services may also include advice on investments relating to Unregulated Collective Investment Schemes (UCIS). Accordingly, you should carefully consider whether such investments are suitable for you in light of your personal circumstances and the financial resources available to you. We will not arrange transactions to purchase UCIS.

We may also, on occasion, advise on other financial products which are not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products. We will tell you where this is the case.

3. Providing reports, financial health checks & forecasts

For most clients we will prepare a financial report to give an overview of your current financial situation and how likely you are to meet your financial goals and how our recommendations may improve your position. There may be specific reports needed on areas such as pensions, inheritance tax, asset protection and investments giving detailed advice.

4. Recommendation of specific investment products, including the prices at which these can be arranged

At this stage we will match specific products to your needs and make personal recommendations for investment products and providers. We may also recommend an appropriate platform service for arranging, safeguarding and administering your investments. We will provide you with illustrations explaining the costs of these products.

5. Implementation

Once you have agreed our recommendations we will make the necessary arrangements with the product provider(s) and platform service provider on your behalf to implement the recommendations and purchase any products or policies that we have recommended.

If you have selected our Advice on Demand service, after we have completed the implementation of our agreed recommendations you are not obliged to proceed to step 6 below.

6. On-going Planning

We will provide you with periodic reviews as an integral part of our on-going service. Review meetings will be held at least annually and we will work with you to ensure that both the underlying investment strategy and the products continue to meet your requirements.

Our on-going planning service will normally be charged as a percentage of portfolio value. The fee will be based on all cash and investments that are being used to satisfy your capital and income requirements. This excludes cash held in your day-to-day current bank account.

A key component of our on-going review service is continued intermediation to ensure that both the underlying investment strategy and product wrappers continue to be the most appropriate and cost effective in assisting you meet your objectives. Where appropriate we may make recommendations to change or establish further product wrappers, but such recommendations will only be acted upon with your prior approval.

You may cancel the on-going planning service at any time without penalty. The notice period is one month from the date of receiving your request in writing. This will provide us with sufficient time to carry out your instructions and deal with any outstanding actions.

Level of Service

We provide three different levels of service:

Advice on Demand – We provide steps 1-5 above. On-going planning meetings are not provided and we will not give you any further advice unless you request it. This service is generally for clients who have a one off need for financial advice and who do not require regular on-going communication or future advice.

Financial Management Service – Steps 1-6 above form a single service and by agreeing to this service you accept the need for our on-going planning service. This is a complete financial planning service which is generally for clients with less complex financial affairs, but who are seeking structured on-going planning meetings and communication.

Wealth Management Service – Steps 1-6 above form a single service and by agreeing to this service you accept the need for our on-going planning service. This is a complete financial planning service with added support for clients with significant assets or complex affairs. We will work closely with your other professional advisers to ensure a holistic advice service. Lifetime cashflow forecasting is provided as part of this service.

Further details about the elements of each level of service are provided in the table on page 7.

What will you have to pay us for our services?

We charge a fee for our services. We will inform you in writing, prior to any charges being incurred, of the total amount of any such fee and of the length of time over which it may be payable, if applicable. The fees dealt with in this section of the Letter of Engagement relate only to investment based products. We will quote separate fees for advice on and the arrangement of insurance policies and advanced tax planning strategies and obtain your agreement prior to commencing any work.

The fees listed below can be deducted from your investments (where the provider allows) or paid directly by you. You should note that when paid through the investments it may reduce your personal tax thresholds and/or exemption levels and it could also reduce the amount used for investment. Where this happens we will discuss it with you and confirm it in your personal recommendation report.

Where you have agreed for a platform or product provider to facilitate the payment of our fees, either by deduction from the amount you invest with them or by other means, if for any reason the product or platform provider does not make the required payments to meet our fees, we reserve the right to invoice you to recover any shortfall. Regardless of any arrangements made with such providers to pay our fees on your behalf, the agreement to pay our fees is between you and us.

On occasion, your circumstances may have changed to the point that a significant amount of work is required. In this case, the services are likely to be subject to a new agreement and therefore you may be asked to sign a new Letter of Engagement.

We will discuss your payment options with you, confirm whether VAT will be applicable to our fees and answer any questions you may have. No fees will be raised until agreement has been reached on how we will be remunerated for our services.

Payment of Fees

Initial Financial Planning fees will be due on presentation of the initial report and invoiced accordingly. Implementation fees will be due for settlement when the initial actions agreed have been completed. Annual fees will accrue from the inception of the implementation phase.

Should your investments be held on a platform, you may elect to pay our implementation and on-going fees from the funds held within the platform cash account (where the platform provider offers this facility). Should you opt for this method, it is important that sufficient funds are maintained in the account to cover our implementation and on-going fees as and when they become payable. Where our on-going fees are met by payments from investments held on a nominee platform, these will be paid monthly.

In respect of the on-going fee, the amount you pay will fluctuate with the value of your investment. If your investment increases in value the amount you pay us will also increase and if your investment falls in value, the amount you pay us will reduce.

Where you choose to meet our fees directly, we will issue an invoice which will be due for settlement within 30 days of the date of issue noted on the invoice. Should payment not be received within this timeframe, we reserve the right to charge interest on the outstanding balance at a rate equivalent to the base rate set by the Bank of England plus four per cent.

Our fee structure and service levels			
	Advice on Demand	Financial Management Service	Wealth Management Service
Discovery Meeting	Complimentary 1 hour initial meeting	Complimentary 1 hour initial meeting	Complimentary 1 hour initial meeting
Needs analysis & attitude to risk	Initial only	Initial and on-going	Initial and on-going
Recommendations report	Initial report only	Initial and on-going	Initial and on-going
Investment service	Having assessed your attitude to risk we will recommend an asset allocation based on our detailed in-house and external research and our understanding of investments and modern investment portfolio theory.		
Rebalancing	Whilst we will not automatically rebalance your investments for you the fund(s) we select may automatically rebalance themselves. Alternatively we are happy to provide this service for an additional fee (see below)	We will provide you with one annual review which includes a thorough reassessment of your attitude to risk, review of current asset allocation and portfolio rebalance where appropriate	We will provide you with a minimum of one annual review which includes a thorough reassessment of your attitude to risk, review of current asset allocation and portfolio rebalance where appropriate
Statements	Annual updates direct from your investment provider	Annual statement from us of all the investments established and overseen by us	Six monthly statement from us of all the investments established and overseen by us
On-going planning meetings	Whilst we do not offer a proactive service to transactional clients we are available to help with administration queries. We are also happy to help in the future should clients require financial advice however an additional fee will be applicable	One face to face review meeting per annum. This will include: <ul style="list-style-type: none"> Updating the information that we hold on you A review of your existing holdings and investment solutions Reviewing and agreeing your risk profile Utilising the most tax efficient product wrappers A follow-up written recommendation 	Minimum of one face to face review meeting per annum. This will include: <ul style="list-style-type: none"> Updating the information that we hold on you A review of your existing holdings and investment solutions Reviewing and agreeing your risk profile Utilising the most tax efficient product wrappers A review of your cashflow plan A follow-up written recommendation
Communication	Reactive telephone and e-mail support	Proactive advice and communication in relation to your investments and funds	Proactive advice and communication including unlimited phone and e-mail support
Minimum portfolio value	Generally for clients with less than £50,000 to invest	£50,000	£250,000

Our Fees			
	Advice on Demand	Financial Management Service	Wealth Management Service
Initial Discovery Meeting	At our cost	At our cost	At our cost
Initial Financial Planning Fee (steps 2-4)	Subject to scope of work required on an individual basis and agreed in writing with client prior to the commencement of work	£1,500 (offset against implementation fee if applicable)	£1,750 (offset against implementation if applicable)
Step 5 Implementation of our personal recommendation(s)	3% (subject to a minimum of £1,000) For example, an investment of £50,000 would attract an implementation fee of £1,500	3% (subject to a minimum of £1,500) For example, an investment of £100,000 would attract an implementation fee of £3,000	3% (subject to a minimum of £1,750) For example, an investment of £100,000 would attract an implementation fee of £3,000
Step 6 Annual service fee	We will not charge any on-going fees. Please note therefore that any future advisory or administrative queries/work will attract further fees. See below under 'Specialist Advice' for further information.	1% of the value of the portfolio For example, an investment of £100,000 would attract annual fees of £1,000 pa	1% of the value of the portfolio For example, an investment of £250,000 would attract annual fees of £2,500 pa
Our Fee structures - Annuities / Life Assurance products			
	Advice on Demand	Financial Management Service	Wealth Management Service
Implementation of our personal recommendation(s) 1 - Annuities 2 - Life Cover	1. Up to 1.5% of funds (subject to a minimum of £1,000) 2. See separate Key Facts – Insurance document	1. Up to 1.5% of funds (subject to a minimum of £1,000) 2. See separate Key Facts – Insurance document	1. Up to 1.5% of funds (subject to a minimum of £1,000) 2. See separate Key Facts – Insurance document
Our Fee structures – Specialist Advice			
	Advice on Demand	Financial Management Service	Wealth Management Service
	<p>Where specialist advice is required, over and above the scope of our three service levels, a fee will be charged based on a number of factors:</p> <ol style="list-style-type: none"> The complexity of the matter The specialised knowledge and responsibility involved The time spent on the business The number and importance of the documents prepared or considered <p>In general hourly rates will be charged as follows: Planners - £150- £200 per hour Paraplanners £75 per hour Administrators £45 per hour</p> <p>In all instances, an estimate of total fees will be agreed in advance of any work being undertaken and we will keep you informed of any material changes to the estimate if they should arise.</p>		

Treating Customers Fairly

We are committed to providing the highest possible levels of service to our clients and have embraced the Financial Conduct Authority 'Treating Customers Fairly' principle. To this end, we would welcome any feedback you have on any element of our service, whether positive or negative. This will help us to ensure we are providing the services clients require and improve upon any areas about which you may have a concern.

Although we have a complaints procedure, we would rather that clients are satisfied and raise any concerns prior to there being a problem. Please feel free to speak to your Planner at any time.

Best execution

In executing or transmitting orders 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.

Risk warnings

Please be aware that the value of investments can fall as well as rise, and that 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, or investment strategies, we recommend will be confirmed to you in your report.

Cancellation rights

In most cases you can exercise a right to cancel, by withdrawing from the contract recommended to you. In general terms you will normally have a 30 day cancellation period for a pension policy and a 14 day cancellation period for all other policies.

The cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

If you cancel a financial product in which you invested a lump sum, the value of your lump sum may have reduced by market movements, i.e. if the value of the investment made has fallen between the date of the investment and the date of cancellation. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Client money

Deans Wealth Management is not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

- **Deposits** - deposit limit for bank accounts is £85,000
- **Investments** - most types of investment business are covered for up to a maximum of £50,000.
- **Insurance** - advising and arranging is covered for a maximum of 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS. The FSCS can be contacted by visiting their website www.fscs.org.uk or at the following address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Documentation

Your investments will be registered in your name unless you instruct us otherwise in writing. Where a platform service is used, your investments may be held in the nominee name of the platform service provider for your beneficial ownership under its terms of service. All Policy Documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you. *We will issue any documentation/ recommendations and any other communication to you in English (unless agreed otherwise).*

VAT

In most cases our services are exempt from VAT.

The following services carry VAT at the standard rate:

- If you agree at outset that you wish to receive an advice-only service that does not require the Planner to arrange any investment products. This includes the provision of general financial advice, tax planning, financial health checks, reviews and reports.
- If we introduce you to a discretionary fund manager for a bespoke investment management service.

Instructions

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings.

What to do if you have a complaint

Our clients value the service we provide and often recommend us to others. In the unlikely event that you are not satisfied and wish to register a complaint, please contact the Compliance Director at pi financial Ltd, Morfe House, Belle Vue Road, Shrewsbury, SY3 7LU. Our written complaints procedure is available upon request. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information about the FOS is available from their website www.financial-ombudsman.org.uk or by contacting them on 0800 023 4567.

Conflicts of interest

We will always act in the best interests of our clients. However, circumstances can arise where we or one of our other customers may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other customers conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment. A copy of our conflicts of interest policy is available on request.

From time to time we may attend training events delivered by product providers, fund managers and platforms. Some of the cost of providing this training may be passed to you as part of the total fees you pay. Further information regarding these arrangements is available on request.

Data protection

Your personal information is very important to us. We will endeavour to take all due care to protect this information. We would like to highlight below a few matters relating to your information that you should be aware of.

The information you have provided is subject to the Data Protection Act 1998 (the 'Act'). Some information provided may also contain sensitive personal data for the purposes of the Act. By signing this document you consent to us or any company associated with Deans Wealth Management processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management. 'Processing' includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, our compliance consultants, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying our operations on the information or data.

Product providers and investment managers may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of data protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under Data Protection even when your personal information is processed outside Europe.

If at any time you wish us, or any company associated with us, to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 01743 231954 or in writing at 1 Brassey Road, Old Potts Way, Shrewsbury, SY3 7FA.

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data. Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. We may charge you a fee (subject to the statutory maximum) for supplying you with such data.

Anti-Money Laundering

We are legally obliged to verify the identity of our clients and retain these records. We may verify your identity by carrying out an electronic check with an independent agency. This will involve an electronic search of information, including access to databases and credit data. By signing this form you consent to us undertaking this check of your identity. We may well need to verify your identity on an on-going basis.

Amendment

We reserve the right to make material changes to this agreement with 30 days written notice. If you are unhappy with any change you will be permitted to terminate this agreement in accordance with the 'Termination of this Agreement' section below.

Rights of third parties

This agreement excludes any rights which may be conferred upon third parties by the Contracts (Rights of Third Parties) Act 1999.

Termination of this agreement

You or we may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to these terms of business unless otherwise agreed in writing. We reserve the right to invoice you directly and outside any Planner charging facilitation agreement. You will be liable to pay for any transactions made prior to termination and any fees outstanding as outlined in any fee agreement in place, if applicable.

Your consent (Client Copy)

For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point, please ask for further information.

I/We hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties. I/We confirm that the details of my/our policies arranged through or serviced by Deans Wealth Management may be disclosed to either party named above until such time as written instruction is received from the policy holder to the contrary.

I/We agree that the Letter of Engagement will come into effect from the date of issue.

I confirm that I AM / I AM NOT happy to give Deans Wealth Management my express consent to contact me, including by e-mail, to discuss advising on or arranging financial or insurance products in future.

Service selected by you			
We agree to pay any fees applicable to Deans Wealth Management for the selected service as indicated below. Further charges may also be applicable for third party services and in relation to any products recommended. These charges will be fully disclosed prior to any applications being completed.			
	Advice on Demand	Financial Management Service	Wealth Management Service
Please tick your chosen service			
Date issued			
Fees confirmed			
Signed by	You	Your Partner	Planner
Name			
Signature			
Date Signed			

Your consent (Firm Copy)

For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point, please ask for further information.

I/We hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties. I/We confirm that the details of my/our policies arranged through or serviced by Deans Wealth Management may be disclosed to either party named above until such time as written instruction is received from the policy holder to the contrary.

I/We agree that the Letter of Engagement will come into effect from the date of issue.

I confirm that I AM / I AM NOT happy to give Deans Wealth Management my express consent to contact me, including by e-mail, to discuss advising on or arranging financial or insurance products in future.

Service selected by you			
We agree to pay any fees applicable to Deans Wealth Management for the selected service as indicated below. Further charges may also be applicable for third party services and in relation to any products recommended. These charges will be fully disclosed prior to any applications being completed.			
	Advice on Demand	Financial Management Service	Wealth Management Service
Please tick your chosen service			
Date issued			
Fees confirmed			
Signed by	You	Your Partner	Planner
Name			
Signature			
Date Signed			