

creative

Financial  
Solutions

# Client Agreement, Ongoing Service & Data Protection

**This document is to be read in conjunction  
with our Legal Document.**

## What do we bring to a client relationship?

We make the complex things simple.

Life is not a rehearsal; we only get one go at it so our role is to help you get the most out of it. We do this by working with you to understand what you want to achieve in life and then put in place the financial building blocks to enable you to achieve your goals.

Your financial and personal situation is unique so your financial plan will be too. We will work with you to establish your goals.

As Independent advisers, we then use our expertise and knowledge to select the right products and investments from the whole of the market to deliver your financial plan, to give you peace of mind and allow you the freedom to live your life confident that your money is sorted.

Our ongoing service is personal to you and ensures we keep your goals at the front of your financial planning.

Because life is full of surprises and changes, we will meet with you regularly to review your plan to ensure it adapts for you and your circumstances. We will work with you as your trusted partner to ensure you stay on track.

We will keep you informed and be your partner, somebody you can talk to about money and your finances. We help our clients make better financial decisions and avoid bad ones.

## Our Approach

Here we explain the rigorous process we follow to ensure we help you make the right choices for your money. To ensure we advise you properly, we take time to understand your needs, goals and preferences before we make any recommendations.

### Our first meeting

This is an exploratory meeting which allows us to get to know you, and what you would like to see happen in the future. To help us do this, we'll ask you about current plans and the policies you have in place, including life cover, mortgage, pensions, savings and investments. We'll explain the services we offer, how we charge for what we do, and what our likely costs for advising you will be. We'll email a summary of our meeting. We make no charge for this initial meeting.

### Researching, analysing and making recommendations

The information you have provided enables us to assess your assets and liabilities, objectives and priorities and, if you're thinking about investing, your attitude to risk. We'll carry out a review of your current financial plans and consider your goals. We research what's available in the marketplace, assess the different products on offer and formulate a plan tailored to meeting your goals.

### Presenting our plans to you

We will then arrange another meeting to go through our recommendations in detail. We'll explain our overall strategy and why we've recommended specific products, policies or investments. We'll go through each element of our plan, answering any queries you may have or changes you wish to make.

### Putting your plan into action

When you confirm that you are happy to proceed, we'll implement your plan. We'll take care of all the administration, drawing up the necessary paperwork for your signature. We'll make sure you have copies of all the relevant documentation for your records. We will document everything fully in a written report.

### 15 Reviewing your plan to ensure it remains relevant to your needs

Having a plan in place represents the first step in reaching your financial goals. However, we realise that as your life progresses your needs and aspirations may change, meaning that your plans might need to alter to match your new circumstances. We can provide you with an ongoing service that will give you the peace of mind of knowing that your plan will continue to remain in line with your financial objectives.



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## Our Investment Services and Costs – Initial Fees

We provide you with an initial consultation at our expense. This helps us to understand your financial objectives and will confirm how we can support you in working towards these. We will also discuss the costs and levels of our services both initially and throughout our relationship with you.

### Financial Review and Recommendation

This can be a continuation from the initial discussion, where agreed, or a further appointment. This process covers:

- preparing a summary of recommendations based upon your personal circumstances
- preparation of our recommendations to you

### Implementation (lump sums and transfers)

Should you instruct us to proceed with any of our recommendations, we will act for you in the following ways:

- handle all fund and policy administration on your behalf;
- provide regular updates to keep you informed of progress;
- ensure all your documents are issued in line with your expectations;

Our charge for this service is based on a percentage of the amount you invest and/or transfer. This charge is applied as follows;

Band 1 up to £249,999	@3%
Band 2 £250,000 - £499,999	@2%
Band 3 £500,000+	@1%

This payment can either be taken from your investment upon receipt by the policy provider or paid directly by you.

#### Example 1

**If we arrange an investment on your behalf for £100,000, we would charge 3%, i.e. £3000**

#### Example 2

**If we arrange investments on your behalf totalling £450,000, we would charge 2%, i.e. £9,000**

#### Example 3

**If we arrange investments on your behalf totalling £600,000, we would charge 1%, i.e. £6000.**

#### Example 4

**Existing client with £211,000 already invested with Creative Advice Ltd with a new £40,000 top up cash injection falls into fee band 2, we would charge 2%, i.e. £800**

## Regular Contribution Savings or Investment

We will only facilitate the payment of regular premiums to investment plans when clients investments exceeds £100,000.

Our Implementation Fee then is 3% of the first years annual premium\*

For example:

A regular premium of £3,000 per month (£36,000 per annum) would attract a fee of £1,080.

\*Premier Wealth Planning clients will not be charged for implementing regular premiums.

## Ongoing Reviews and Changes to Existing Investments

We will discuss the full range of our on-going services during our initial consultation. These services include, but are not limited to, providing you with:

- Structured reviews to give you peace of mind;
- Assessment of your circumstances and any changes to your plans that are needed;
- Regular updates and information regarding your holdings;
- A choice of differing levels of support depending on your needs;
- Ongoing support with correspondence and administration issues.

These should be considered maximum figures unless the work undertaken is complex, we will inform you of this in advance.

Details of the different levels of services are shown on the next page. We will agree separately the level of on-going services at the time of, or prior to, making our recommendation(s) to you. Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products we arrange for you. These charges may be one-off charges (payable up front) or charges payable on an ongoing basis. For example:

- Service costs: If your investments are held on a platform (an online investment administration service) or held with a DFM, the platform provider / DFM will make a charge for administering / managing your investments.
- Investment costs: These are the costs relating to the manufacturing and managing of your investments – for example, fees charged by the investment fund manager, costs relating to investment transactions.
- We'll always disclose any third party costs as part of making our recommendations.

### Aggregated costs and charges

Before we provide you with our advice we will add together all the costs and charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.

## Our Investment Services and Costs – Ongoing Fees

Ongoing planning is a key element of our Wealth Planning proposition and one that is essential in providing you with peace of mind and the certainty that you will have the best chance of living the life you desire without the fear of running out of money. Creative Advice Ltd levies a 1% per annum fee, based on the value of your overall portfolio under our supervision' subject to a £5,000 per annum minimum for Premier Wealth Planning clients and £1,000 for Comprehensive Wealth Planning clients.

For example:

- A portfolio valued at £750,000 would attract an annual fee of £7,500.
- A portfolio valued at £350,000 would attract an annual fee of £3,500.
- A portfolio valued at £100,000 would attract an annual fee of £1,000.
- A portfolio valued at below £100,000 would attract the minimum annual fee of £1,000.

Our Ongoing Planning Fee is calculated on the basis of a percentage of the value of your portfolio under our supervision. Your portfolio value will be based on all investments that are being used to satisfy your capital and income requirements. This excludes cash held in your day-to-day current bank account. The amount you pay will, therefore, fluctuate with the value of your investments; if your investments increase in value, the amount you pay us will also increase and if your investments fall in value, the amount you pay us will reduce.

The Premier Wealth Planning service is designed for clients typically with investable wealth of more than £500,000.

### WHAT CAN YOU EXPECT?

- One planning meeting a year.
- A distinctive approach to investment management.
- Annual assessment of your goals, aspirations and personal circumstances.
- Annual assessment of the tax efficiency of your financial arrangements.
- Annual assessment of your attitude to investment risk and capacity for loss.
- Monitoring and adjusting of Your Wealth Plan.
- Providing strategic updates to your accountant or any other professional advisers.
- Including supplying end of year taxation information.
- Annual Suitability Assessment.

The Comprehensive Wealth Planning service is suitable for clients with investable assets between £100,000 and £500,000 who recognise the need for integrated Wealth Planning advice.

### WHAT CAN YOU EXPECT?

- One planning meeting a year.
- Annual assessment of your goals, aspirations and personal circumstances.
- Annual assessment of the tax efficiency of your financial arrangements.
- A distinctive approach to investment management.
- Annual assessment of your attitude to investment risk and capacity for loss.
- Monitoring and adjusting of your Wealth Plan.
- Annual Suitability Assessment.

## Protecting your personal information

- To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Processing of your personal data is necessary for the performance of our contract for services with you. Generally this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you.
- We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service we'll need to pass certain personal details to the product or service provider.
- We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).
- The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.
- We will issue you with our Privacy Notice. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.
- As part of this agreement we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- Special categories of personal data: there are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.
- If you are concerned about any aspect of our privacy arrangements please speak to us.

## Data Protection

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us for 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, 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 out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested. The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions; religious or similar beliefs; sexual life; or your membership of a Trade Union.

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 01252 844227 or in writing at Creative Financial Solutions The Garden House High Street Hartley Wintney Hampshire RG27 8NY. 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 purpose. 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. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

## Consent

### Sensitive personal data

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described above we require your consent by indicating your agreement to the following statement:

**I / we consent to the processing of sensitive personal data as far as it is necessary for the services I / we require from Creative Advice Ltd trading as Creative Financial Solutions**

Client name(s): .....

Client signature(s): .....

Date: .....

Please note that you may withdraw this consent at any time by notifying us at our main business address.

We may also engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. If you wish to know the names of these third parties please contact us for further information.

### Marketing

From time to time we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this we require your consent by agreeing to one or all of the options:

**I / we consent to be contacted for marketing purposes by:**

**Email Telephone Text message Post**

Client name(s): .....

Client signature(s): .....

Date: .....

**Please note that you may withdraw this consent at any time by notifying us at our main business address.**

## Declaration

This engagement is made between: Creative Advice Ltd trading as Creative Financial Solutions

and: .....

My/Our preferred method of paying the initial fee is (please tick as appropriate)

(Where possible) by deduction from the investment   
You should note that when paid through the investments it may reduce your personal tax thresholds and/or exemption levels. Where this happens, we will discuss it with you and confirm it in your personal recommendation report.

By Direct Payment

I/We would like to subscribe to the following ongoing service option (please tick the appropriate boxes)

**Premier Wealth Planning**   
I/We understand that the fee for this service is 1% of the value of the relevant investments each year, subject to a minimum of £5,000.

**Comprehensive Financial Planning**   
I/We understand that the fee for this service is 1% of the value of the relevant investments each year, subject to a minimum of £1,000.

**Transaction Only**   
No ongoing fee applies

I/We wish for the cost of the ongoing service to be paid by deduction from the investment(s) I/we hold

I/We wish for the cost of the ongoing service to be charged directly to me/us on a monthly basis

This is our standard client agreement upon which we intend to rely. 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.

Signed:  
Print Name:  
Date:

Signed:  
Print Name:  
Date:

Signed on behalf of Creative Advice L  
Print Name: DUNCAN SHERLOCK  
Date:

