



Client Agreement & Privacy Notice

If you have a question or concern about any aspect of our services please contact us at:

- **Telephone:** (01905) 779193
- **Email:** jane@janenewmanfp.co.uk
- **Website:** www.janenewmanfp.co.uk
- **In writing:** Jane Newman Financial Planning Ltd.
10 St. Andrews Road, Droitwich, Worcestershire, WR9 8DN

Our Obligations

Our recommendations

- Before providing advice we will assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you don't want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.
- Before making any recommendations we will carry out a suitability assessment so that we are able to act in your best interests.
- We will confirm any recommendations we make in writing (our suitability report) along with details of any special risks that may be associated with the products or investment strategies we have recommended.
- Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we will carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We will issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.
- Please be aware that 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, investment strategies or other products we arrange are provided in the relevant product literature provided.

Financial Crime

- We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.
- We will verify your identity before undertaking any business with you. To do this we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

Best execution

- Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we will take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.
- We have a best execution policy. If you want to see a copy of it please ask us.

Conflicts of Interest

- Although we will always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your own interests, we will write to you and ask for your consent to proceed before we carry out any business for you. We will also let you know the steps we will take to make sure you are treated fairly.
- We have a conflicts of interest policy. If you want to see a copy of it please ask us.

Communicating with you

- Our normal ways of communicating with you are by telephone, post, e-mail, SMS text message or in person. Our communications will be in English.
- We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

1. Your Obligations

This section sets out your obligations in agreeing to receive our services.

Providing information about your circumstances

- Our advice will be based on the information that you give so it's important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice we give.

Payment for services

- By signing this agreement you are agreeing to pay the charges for our services as set out in section 5 (Services agreed). Your selected payment method is also confirmed in section 5. We will tell you if any payments are subject to VAT.
- Our **initial** charges are payable once we have completed our agreed work and must be settled within 7 business days or by the product provider with your consent.
- In some limited circumstances (for protection planning business only) we may receive a commission payment from a product provider. Typically, the commission payment will be offset against the charges you owe us for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy we may be obliged to refund the commission received back to the policy provider. We will make a one off £500 charge if your commission is recalled within the first 48 month period.
- Any products we have arranged for you will only be kept under review as part of an ongoing service for which have agreed to pay. Our ongoing services are optional, but if you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.
- Our charges for **ongoing** services will be taken monthly as a percentage of funds under management.
- **Ongoing** services can be cancelled at any time by informing us in writing (see section 3 – Cancellation and amendments) but please note that we do reserve the right to charge you for services we have provided before cancellation.
- Where our charges are based on a percentage of your investments, the amount of our **ongoing** charges may increase as the size of your fund grows.
- In some circumstances we may receive ongoing payments (commission) from product providers relating to existing investments you hold. Such payments may be taken into account when determining the charges for ongoing services. We will discuss and agree this with you where relevant.

Legal and Accounting advice

- We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant.

2. Cancellation and Amendments

Ending this agreement

- We may terminate this agreement by giving you at least 20 business days' written notice.
- You may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will take effect from the date of receipt.
- Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.
- You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable

Amendments

- From time to time it may be necessary to amend the terms set out in this agreement where it's not necessary to issue a new agreement. If this is the case we will write to you with details of the changes at least 28 business days before they are due to take effect.

Product cancellation rights

- Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

3. Useful information about our services

Who authorises us to advise you?

- We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London. E20 1JN. www.fca.org.uk. Our firm reference number is **832988**
- Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages.
- You can check our details on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

What if things go wrong?

- If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns.
 - **Telephone:** (01905) 779193
 - **Email:** jane@janenewmanfp.co.uk
 - **In writing:** Jane Newman Financial Planning Ltd.
10 St. Andrews Road, Droitwich, Worcestershire, WR9 8DN
- We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at www.financial-ombudsman.org.uk.

Additional peace of mind

- The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.
- You may be able to claim compensation from the FSCS if we can't meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:
 - Investments** - eligible claims for most types of investment business are covered for up to a maximum of £85,000.
 - Insurance** - in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.

- Further information is available from the FSCS at www.fscs.org.uk.

Benefits we may receive

- Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (e.g. product providers) as this would conflict with our independent status.
- From time to time we may attend training events funded and /or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

4. Services Agreed

We offer **independent** investment advice. This means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

Where we provide protection planning services we are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the whole of market.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. We will consider a number of factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand.

The areas we can advise on include:

- | | | |
|-----------------------------------|--------------------------------|---------------------------------------|
| • Open ended investment companies | • Enterprise investment scheme | • Phased retirement & income drawdown |
| • Unit trusts | • Investment trusts | • Term assurance |
| • ISAs | • Venture capital trusts | • Critical illness cover |
| • Investment bonds | • Pensions | • Income protection |
| • Exchange traded funds | • Annuities | • Long term care |

We don't provide advice in relation to individual share holdings. If this is something you need assistance with, we can refer you to a stockbroker.

We don't provide advice on options, futures and other derivative contracts as we believe that these are unlikely to be suitable for our clients

For further details please refer to our client services brochure / website.

Our remuneration

For providing financial planning and investment advice 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 your payment options with you, answer any questions you have and agree with you how we will be paid.

We will not charge you until we have agreed with you how we are to be paid.

Paying for our services

You can pay our adviser charges by cheque or BACS. We do not accept payments by cash. Our charges will become payable on completion of our work and should be settled within 28 business days.

You may also pay our adviser charges via deductions from the financial product(s) that you might invest in, where the product provider allows this. Please note that if you choose to pay by deduction from a financial product this will 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 of using this payment method with you prior to putting it in place.

Protection business

We will be paid for our advised protection business services by commission from the product provider. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy we may be obliged to refund the commission received back to the policy provider. We will make a one off £500 charge if your commission is recalled within the first 48 month period.

Hourly rates

Where we use or refer to hourly rate fees the current rates used are as follows;

Financial Adviser	£150 per hour
Administrator	£50 per hour

For example a review of a current ISA for 2 hours work at £150.00 per hour the fee would be £300.00

Investment business

Initial charges

An upfront initial advice fee is payable to fund the time spent creating your financial plan and researching our wealth management recommendations.

Initial Service	Initial Charges
Full financial review and implementation of recommendations.	Here are examples of how our charges could apply: 3% on the amount up to £100,000 2.5% on the amount between £101,000-£250,000 1.5% on the amount between £251,000-£350,000 1% on the amount above £351,000 i.e. If you invested £100,000 our fee would be £3,000. If you invested £250,000 our fee would be £6,750
Focused advice	£150.00 per hour. A typical charge for non-complex advice for example review of current ISA could be for 2 hours work at £150.00 per hour the fee would be £300.00 for a more complex report, for example concerning Estate Planning with an estimated time of 10 hours the fee would be £1,500.

Ongoing services

We can offer you two levels of ongoing service designed to provide periodic reviews to ensure that recommended products remain relevant to your circumstances. Details of what is included in each of these services are provided in our brochure 'An Introduction to our Services'. Our charges relating to ongoing services are as follows;

Ongoing Service	Ongoing Charges
Financial Advice	0.75% pa. For example, based on an investment of £100,000 our charge would be £750 per annum

Payments for the above services can be made either by regular fee (paid by standing order) or by deduction from your investment(s) on a monthly, quarterly, or annual basis, where the product provider is able to offer this facility. These deductions 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 of using this payment method with you prior to putting it in place.

Ongoing services can be cancelled at any time by simply informing us in writing. Please note that we reserve the right to charge you for services provided prior to cancellation.

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.

Your consent

You have received our standard Client Agreement and Fee Agreement upon which we intend to rely. For your own benefit and protection you should read these documents carefully before signing this form. Please sign both copies of this agreement, and return one copy to us. If you do not understand any point please ask for further information.

I acknowledge that this agreement will come into effect from the date of issue.

Initial Service	Tick to confirm	Details of agreed fee
Full financial review and implementation of recommendations.		
Other – (specify full details of work):		

Ongoing Services	Tick to confirm	Details of agreed fee
Ongoing service agreed: Review Process - Every Six Months		

Client name:	
Client signature:	
Date:	

Client name:	
Client signature:	
Date:	

5. Declaration

- I/We acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated.
- This agreement is governed, and shall be interpreted in accordance with English Law and both parties shall submit to the exclusive jurisdiction of the English Courts.

Date of issue:	
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Client name:	
Client signature:	
Date:	

Client name:	
Client signature:	
Date:	

Signed on behalf of Jane Newman Financial Planning Ltd

Adviser name:	
Adviser signature:	
Date:	

Appendix A - Protecting your personal information

- To provide our services properly we will 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 and in meeting our obligations to preventing money laundering or terrorist financing. 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 and to prevent money laundering or terrorist financing.
- 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 will 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 will 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.

Consent Form

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 Jane Newman Financial Planning Ltd.

Client name:	
Client signature:	
Date:	

I / we consent to the processing of sensitive personal data as far as it is necessary for the services I / we require from Jane Newman Financial Planning Ltd.

Client name:	
Client signature:	
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

Post

Client name(s):	
Client signature(s):	
Date:	

Please note that you may withdraw or change your consent status at any time by notifying us at our main business address, contacting a member of the team at Jane Newman Financial Planning Ltd on 01905 779193 or emailing jane@janenewmanfp.co.uk

Privacy Notice

This privacy notice explains how we use any personal information we collect about you.

What information do we collect about you?

We collect information about you when you engage us for financial planning/financial advice/mortgage advice/investment management services. This information will relate to your personal and financial circumstances. It may also include special categories of personal data such as data about your health, if this is necessary for the provision of our services.

We may also collect information when you voluntarily complete client surveys or provide feedback to us.

Information relating to usage of our website is collected using cookies. These are text files placed on your computer to collect standard internet log information and visitor behaviour information. We will use your information collected from the website to personalise your repeat visits to the site

Information about connected individuals

We may need to gather personal information about your close family members and dependants in order to provide our service to you effectively. In such cases it will be your responsibility to ensure that you have the consent of the people concerned to pass their information on to us. We'll provide a copy of this privacy notice for them or, where appropriate, ask you to pass the privacy information to them.

Why do we need to collect and use your personal data?

The primary legal basis that we intend to use for the processing of your data is for the performance of our contract with you. The information that we collect about you is essential for us to be able to carry out the services that you require from us effectively. Without collecting your personal data we would also be unable to fulfil our legal and regulatory obligations.

Where special category data is required we will obtain your explicit consent in order to collect and process this information.

How will we use the information about you?

We collect information about you in order to provide you with the services for which you engage us.

Who might we share your information with?

If you agree, we may email you about other products or services that we think may be of interest to you.

We won't share your information for marketing purposes.

In order to deliver our services to you effectively we may send your details to third parties such as those that we engage for professional compliance, accountancy or legal services as well as product and platform providers that we use to arrange financial products for you.

Where third parties are involved in processing your data we will have a contract in place with them to ensure that the nature and purpose of the processing is clear, that they are subject to a duty of confidence in processing your data and that they will only act in accordance with our written instructions.

Where it is necessary for your personal data to be forwarded to a third party we will use appropriate security measures to protect your personal data in transit. This would be by means of password protection and/or encrypted email

To fulfil our obligations in respect of prevention of money-laundering and other financial crime we may send your details to third party agencies for identity verification purposes.

How long do we keep hold of your information?

During the course of our relationship with you we will retain personal data which is necessary to provide services to you. We will take all reasonable steps to keep your personal data up to date throughout our relationship.

We are also subject to regulatory requirements to retain your data for specified minimum periods. These are, generally:

- Five years for investment business
- Three years for mortgage business

- Indefinitely for pension transfers and opt-out business
- Three years for insurance business

These are **minimum** periods, during which we have a legal obligation to retain your records.

We reserve the right to retain data for longer where we believe it is in our legitimate interests to do so. In any case, we will not keep your personal data for longer than 5 years after our relationship with you has ended.

You have the right to request deletion of your personal data. We will comply with this request, subject to the restrictions of our regulatory obligations and legitimate interests as noted above.

How can I access the information you hold about me?

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please email or write to us using the contact details noted below.

When your personal data is processed by automated means you have the right to ask us to move your personal data to another organisation for their use.

We have an obligation to ensure that your personal information is accurate and up to date. Please ask us to correct or remove any information that you think is incorrect.

Marketing

We would like to send you information about our products and services which may be of interest to you. If you have agreed to receive marketing information, you may opt out at a later date.

You have a right at any time to stop us from contacting you for marketing purposes. If you no longer wish to be contacted for marketing purposes, please contact us by email or post.

Cookies

We use cookies to track visitor use of the website and to compile statistical reports on website activity.

For further information visit <http://www.allaboutcookies.org/>

You can set your browser not to accept cookies and the above website tells you how to remove cookies from your browser. However in a few cases some of our website features may not function as a result.

What can you do if you are unhappy with how your personal data is processed?

You also have a right to lodge a complaint with the supervisory authority for data protection. In the UK this is:

Information Commissioner's Office
Wycliff House
Water Lane
Wilmslow
Cheshire
SK9 5AF

0303 123 1113 (local rate)

Changes to our privacy policy

We keep our privacy policy under regular review and we will inform you of any changes when they occur. This privacy policy was last updated on 07/02/2020.

How to contact us

Please contact us if you have any questions about our privacy policy or information we hold about you: by email at jane@janenewmanfp.co.uk

Or write to us at Jane Newman Financial Planning Ltd, 10 St. Andrews Road, Droitwich, Worcestershire, WR9 8DN

I / we confirm that I / we have read and understood the Privacy Notice provided by Jane Newman Financial Planning Ltd.

Client name:	
Client signature:	
Date:	

Client name:	
Client signature:	
Date:	