





Introduction

# How our service works for you

This Client Agreement provides you with a brief overview of our firm and the services available for planning your finances. You may select the service and charging basis that best suits your needs. Should you have any questions regarding any element please do not hesitate to ask us.

#### Who are we?

Established in 1994, Castlegate Financial Management Limited (Castlegate) has grown into one of the leading firms of Chartered Financial Planners offering independent financial advice to individuals and companies in the East Midlands.

Operating from our head office in Grantham we serve our clients across the region, meeting with clients at their homes, business premises, or at one of our 11 sister offices covering Lincolnshire, Leicestershire and Nottinghamshire to provide help and guidance to clients, irrespective of circumstances.

#### **Our Chartered Status**

Castlegate was awarded Corporate Chartered Financial Planner status by the Chartered Insurance Institute (CII) in 2013.

As well as confirming that we have satisfied rigorous qualification criteria in terms of retaining highly-qualified staff it also involves a commitment to continuing professional development and compliance with a professional Code of Ethics. Dealing with a Chartered firm means you are dealing with proven professionals.

# What shall we do for you

As an Independent Financial Adviser (IFA) we believe our clients want advice

on how to be financially independent, with a level of financial security and peace of mind. We will always arrange what we believe are the best products, from the whole market, sensibly and in the best possible way for you.

During our financial planning process we help individuals, families and businesses address the concerns that they have about their assets and answer any questions about our services.

We will establish your individual needs and will work with you to develop a unique plan to help you to achieve your financial goals.



We have the flexibility to react swiftly to changing circumstances and can give you up-to-date advice to most effectively manage your affairs in the current market conditions. We encourage all clients to keep in touch with us regularly but the choice is yours of course.

Our capabilities and passion for the highest quality service mean you can enjoy both dedicated personal service and tailored wealth solutions.

Castlegate will not consider and advise on whether you should complain about previous advice received unless explicitly agreed.





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# Service level options

Our initial discussions will identify that you may need some or all of the following services.

Regular reviews are essential as your circumstances can change over time. The law and taxation constantly change and pension and investment contract structures evolve.

There is a cost attached to the services we provide and at Castlegate we offer you a choice of service to suit your requirements. We offer two standard ongoing service options, Silver and Gold, details of which are described later.

If no ongoing service is required, we will provide the initial advice only, although products we arrange for you will not be kept under review in future. We will, however, provide further bespoke services to you upon your request. These may be subject to a new service agreement or new charges agreed with you at that time.

It is important to note that Castlegate will charge, at an agreed fixed fee, for any work we undertake for you unless it has been accounted for in a service agreement.

However, we may contact you in future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you.

# Our charges for non-investment protection advice

You can pay for our advised protection services by fee, commission or a combination of these. In respect of arranging insurance contracts, the provider of the most suitable

arrangement for your needs will be sourced and they may, on completion, pay Castlegate a commission. If you cease to pay premiums on a regular premium policy within 48 months of the start of the policy, and in consequence we are obliged to refund the commission that has been paid to us (in lieu of any fee that you should have paid), we reserve the right to charge you a fee, based on the amount of money reclaimed by the life office or provider in question. This is because the commissions received covered the fee that was due and some may have also enhanced the terms of your policy. This fee is payable based on the original commission received and the number of premiums that have been made on the contract

It will reduce each month by 1/48th so that no fee will be payable at the end of the 48 months. e.g. a commission amount of £1000 received on a policy which was cancelled after 6 months, will result in a payment of a fee 48-6=42/48ths of £1000 = £875.

We may reduce this repayment fee if the contract terms with the insurer are less than 48 months; in this way the fee will never exceed the amount reclaimed from us. This fee will be payable within fourteen days of the lapse of the policy and will not require a separate fee agreement. We reserve the right to charge a fee if you exercise your right to cancel the policy in accordance with the cancellation notice sent to you by the life office or operator in question. These terms will apply even if you terminate this agreement with us before the expiry of the 48 month period.

#### Initial fee

# Lump sum investments

2% of the amount advised upon.

#### **Annuities**

2% of the purchase value of the annuity arranged subject to a minimum charge of £600.

# Regular premiums and contributions

30% of the first year's premiums, subject to a minimum charge of £600.

# Ongoing client services and fees

There will be a cost attached to the services we provide. At Castlegate we offer you a choice of ongoing service to suit your requirements. We invite you to select the service option that you need.

# Paying for our services

We will discuss your payment options with you and agree how we will be paid.

You can pay our adviser charges by cheque: we do not accept debit or credit cards or cash. Our charges will become payable once our recommendations have been implemented and should be settled within 14 business days.

You may also pay our adviser charges by deduction from financial product(s) you invest in, where the product/platform 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.



If your investments are held on a platform you may choose to pay our adviser charges out of funds held within the platform cash account (where the provider offers this facility). If this method is selected it is important that sufficient funds are maintained in the account to cover our adviser charges as and when they become payable. Again, we will discuss the implications of using this payment option with you prior to putting it in place.



#### Silver:

Annual fee 0.75% of the funds under advice e.g. for a fund of £75,000 this would equate to £562.50 per annum. A minimum charge of £475 per annum applies.



#### Gold:

Annual fee 1% of the funds under advice e.g. for a fund of £150,000 this would equate to £1,500 per annum. A minimum charge of £950 per annum applies.

#### Pleae note:

On-going adviser charges will change as the value of your investment changes.

#### Client Service Agreement / Castlegate Financial Management Limited

# Description of terms

# 1. Initial meeting

This is conducted at our expense and will give you an opportunity to learn more about how we work and if our services are right for you.

#### 2. Fact find and risk assessment

We will learn about your hopes and aspirations and your thoughts about investment risks through the completion of a risk assessment questionnaire. This will guide us as to how best advise you and will enable us to provide the right investment solutions, unique to your needs.

#### 3. Research whole of market

As truly independent advisers we have access to the whole marketplace, giving us an almost unlimited range of products and providers to choose from.

#### 4. Recommendation

We will meet with you again to discuss our assessment of your requirements and agree the best way forward. During this meeting we will also explain our recommended solutions as to how best to satisfy your financial priorities. We will provide a written report confirming the suitability of products discussed including all terms and conditions. This document will contain all the information you need to make informed decisions.

## 5. Implementation

We will arrange all recommended investments and plans and liaise with product providers, conducting all of the necessary administrative functions, to ensure a smooth process with minimum delay.

#### 6. Portfolio valuation

Keeping you up to date with progress of your investments, this report provides you with up to date values of all of your investment plans. The report can be provided periodically on request, or annually, depending on which service you require.

# 7. Review meetings

We recommend meeting with you to carry out a review of your financial planning, either annually or periodically as agreed. The purpose of these meetings would be to review your plans and reassess your needs and objectives. As a result, it may be prudent to make changes to your portfolio which we will effect on your behalf. Such transactions will not be carried out without your prior agreement and consent.





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#### General

This document sets out the terms under which Castlegate Financial Management Ltd (Castlegate) of 8 Castlegate, Grantham, Lincolnshire, NG31 6SE provides investment and non-investment services under the requirements of the Financial Services and Markets Act 2000 and subsequent applicable legislation.

#### Status & authorisation

Castlegate is an Independant Financial Adviser (IFA) which is authorised and regulated by the Financial Conduct Authority (FCA) the independent watchdog that regulates financial services. Our FCA registration number is 169777; you can check our authorisation details on the FCA Register by visiting their website www.fca.gov.uk/register or by contacting the FCA on telephone number: 0800 111 6768.

#### **Investment services**

As an IFA Castlegate will act on your behalf in providing independent advice on life assurance, pensions and investment products and on non-investment insurance contracts from a range of insurers. We may also, on occasion, advise on other financial products which are not regulated by the FCA; the Financial Services Compensation Scheme does not apply to such products.

Our services may also include advice on investment relating to, or executing transactions in, unregulated collective investments. In such instances, you should carefully consider whether such investments are suitable for you in light of your personal circumstances and the financial resources available to you.

Under normal circumstances, Castlegate

will assess your needs and will offer advice and make a recommendation which is intended to meet your stated objectives taking into account personal information disclosed, including your attitude to risk and capacity for loss. We will set out your investment objectives and confirm our recommendations in a Suitability Letter or Investment Report. Please study this letter carefully and let us know immediately should any part be unclear or not reflect your objectives.

Whilst Castlegate may provide generic advice about stocks and shares, we will not offer specific advice about a single share or a portfolio of stocks and shares. Castlegate shall be entitled to delegate Stock Exchange transactions to any authorised stockbroker or investment manager and may obtain advice from the stockbroker or investment manager in respect of a client's investments.

We can act for you without restriction if you live in the UK. There may be restrictions on how we can advise you if any of the following apply:

- You don't live in the UK;
- You are currently staying in the UK, but normally live abroad;
- You are currently staying in the UK and plan to move abroad or return to another country.

Please ask us for details if you think this may apply to you.

# 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 be affected by 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 risk warnings relevant to the investments, investment strategies or other products we recommend will be confirmed to you in your suitability letter or investment report.

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

#### Client categorisation

There are no restrictions relating to the advice we may provide to you in relation to the types of investment or markets in which you may invest. However, upon request we may focus on a specific area that is particularly important to your needs and circumstances. Castlegate will classify you as a retail client, which offers you the highest degree of financial protection unless otherwise gareed: this means you have the right to take any complaint to the Financial Ombudsman Service. You have the right to request a different categorisation but this would provide a lower level of client protection and would be subject to agreement by us.

#### Conflicts of interest

Castlegate will not arrange or carry out for you any business in which Castlegate has a material interest, or in which it is aware another of its clients has such an interest, without first disclosing that interest to you in writing to obtain your consent.

#### Data protection

Castlegate will store personal details securely in accordance with the applicable data protection legislation. Such data will not be disclosed or passed on to any third party without your express authority. Castlegate may use such data to periodically contact you with information about products and services. We maintain records of all our business transactions for at least 6 years from the date the last piece of business was transacted.

You have the right to inspect copies of your records, whether paper based or computerised. A small administration fee may be charged for this service.

# Anti-money laundering

We are required by the anti-money laundering regulations to verify the identity of our clients and to obtain information as to the purpose and nature of the business which we conduct on their behalf, ensuring that the information we hold is up to date. For this purpose 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.

# Financial Services Compensation Scheme ('FSCS')

The FSCS was set up under the Financial Services and Markets Act 2000 and exists to protect clients of FCA authorised firms and covers deposits, insurance and investments. The Scheme can pay compensation to clients who have lost money as a result of their dealings with



FCA authorised firms that are unable to pay claims against them, usually because they are insolvent or have stopped trading.

The limit of protection varies between different types of products. For pensions, life assurance and non-compulsory insurance (e.g. home and general), the compensation level is 90% of the claim. Most types of investment business are covered for up to a maximum of £50,000.

#### Client money

We do not handle client money in respect of any business transactions. We cannot accept any cheques payable to ourselves, or cash, except where this relates to the payment of our fees, as described in the section titled 'Paying for our services'.

# **Processing**

All investments will be registered in your name unless you have otherwise instructed Castlegate.

Castlegate will forward to you all documents showing ownership of the investments as soon as practicable after receipt. Where a number of documents relating to a series of transactions are involved, Castlegate will normally hold each document until the series is complete and then forward them together. In 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.

#### Cancellation of transactions

When investment contracts are arranged you will receive a letter direct from the product provider(s) allowing you a prescribed number of days from the date of receipt to change your mind. These

are your statutory cancellation rights. The cancellation notice received should be sent back directly to the provider only if you wish to cancel. In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 30 day cancellation period for a life, pure protection, or pension policy and a 14 day cancellation period for all other transactions.

If you decide to cancel any lump sum investment contracts, although the recommended provider will not levy any charges, the fund recommended may have fallen in the meantime. If this is the case any refund payable by the provider will reflect this fact.

# Scope of advice

Those who advise on investment products are either providing independent advice or restricted advice. Castlegate is Independent, our advice is unbiased and we are not tied to any product or investment provider. We act on your behalf in providing independent advice on life assurance, pensions and investment products and on non-investment insurance contracts from a range of providers from the whole of the market.

# Your right to cancel

You have the right to cancel our ongoing services at any time without penalty by giving seven days' notice in writing to that effect. This will not prejudice the completion of any transactions already initiated. Equally, all unpaid fees for ongoing transactions that have been carried out up to the date of cancelation must still be settled.

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#### Communications

We will be glad to advise you at any time in accordance with your chosen service level. We may telephone you from time to time between the hours of 9.00am and 6.00pm Monday to Friday without prior consent to seek contact. No transactions will be undertaken on behalf of a client until client instructions are received. Castlegate will accept oral instructions but may require these to be confirmed in writing.

# Providing information to your insurer

Your insurance / protection cover is based upon the information you provide to the insurance company. Where you are buying insurance as an individual, this means that you must take 'reasonable care' to answer all questions accurately.

All clients must disclose all 'material facts' (any information that may influence the insurer's decision over cover or terms) prior to inception and throughout the period of the policy. Again failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.

# Referrals to a Discretionary Fund Manager (DFM)

As part of our service we may decide to refer you to a Discretionary Fund Manager (DFM) to manage some of your investments. We will only do this if we think it is a suitable solution for you. We will explain to you in writing why we have recommended the services of a DFM and how the selected DFM services will manage your money.

#### Legal and accounting advice

Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

# What to do if you have a complaint

If you wish to register a complaint, please contact us in writing addressed to:

Compliance Officer Castlegate Financial Management Ltd 8 Castlegate Grantham Lincolnshire NG31 6SE

By phone: 01476 591022

If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service (FOS).

Full details of the FOS can be found on its websites at **www.financial-ombudsman. org.uk** 

or writing to the **Financial Ombudsman Service, Exchange Tower, London E14 9SR**.

Tel: 0300 123 9 123

Email: complaint.info@financialombudsman.org.uk



# **Castlegate Financial Management Limited**

Castlegate Financial Management Limited is registered in England and Wales Company number 02077374 Authorised and regulated by the Financial Conduct Authority

