



**Brooks** | Wealth  
Management

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## Client Service Proposition and Agreement

# Client Service Proposition

## Professional Financial Planning Services

Our Client Services Proposition aims to introduce you to our firms, our company ethos, and the financial advice services we offer.

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We hope that our Client Service Proposition will answer most of the questions you have about what we can offer you, but please contact us if you would like to discuss your particular circumstances with us.

*Brooks Wealth is a trading style of Wealthline Limited. Registered in England 08761632 (Registered office: 34 Thorpe Wood, Peterborough, Cambridgeshire, PE3 6SR). Wealthline Limited are authorised and regulated by the Financial Conduct Authority, FCA number 684319.*

## **Brooks Wealth**

Thank you for your interest in us. Your interest is very much appreciated whether you are a prospective client or one of our many existing clients.

We pride ourselves on making your financial investments, pensions, and retirement options clear and simple, so you can be confident that you are making the right choice.

We provide a personal service, tailored to meet your needs. We listen and we give unbiased advice to help you manage your money better. We take the worry out of your finances, allowing you to relax and enjoy life.

Our Advisers work with you to help you make the right investment choices for now and your future.

## **About Us**

We specialise in providing professional Independent Financial Advice for individuals and businesses that you can trust, in a way that matches your preferences – whether this be face-to-face, video call, or telephone call.

We offer money advice and planning on investments including a review of your existing investments to recommend a more cohesive and tax-efficient approach. We provide expert guidance on pensions and retirement planning whether you are years away from packing in work or on the cusp of stopping. Pension freedoms have introduced great choices to the pension world but also made it even more vital to get expert help.

We also provide whole of market expertise for personal and business protection needs to safeguard, yourself, your loved ones, or the business you have built up. We also offer guidance in a number of other areas, such as long-term care annuities, estate planning and inheritance tax mitigation through recommending protection solutions. This is essential for those people or families who may suffer financially should they suffer an untimely demise or ill health.

When we talk to our clients, we are interested in your needs today and in the future. Generally, clients who engage with us and their Adviser will be looking to form a relationship that will last many years and even the rest of their life. We will talk to you about how that works, and we will set out a plan on how to look at your finances, not just this year but in the years to come.

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## **Contact Us**

Our Office Address: 34 Thorpe Wood, Peterborough, PE3 6SR

Telephone: 01733 314553

Email:

info@brookswwealth.co.uk

## Our Website

Find us at: [www.brookswwealth.co.uk](http://www.brookswwealth.co.uk) or scan this QR Code:



## Our Service

We can provide you with advice in the following areas:

- **Protection.** Whether you are reviewing your life insurance provision or considering taking out critical illness cover, we can help you find the right cover for you and your family to suit your needs and your budget.
- **Pensions.** If you are just starting out in your career, we'll help you decide which type of pension is right for you and work out how much you can afford to invest on a regular basis.

If you have moved jobs a few times already and have several different pension plans with different providers, we can review how well your pensions are performing and determine if they will in fact meet your needs.

If your pension is not meeting expectations or you have a number of small pension pots, we'll find out whether a pension consolidation exercise would be suitable for you. If you are nearing retirement, we'll review how your pension funds are invested and look at the choices available to you when you retire.

- **Retirement Planning.** We are on hand to help you make the right decision when you are nearing retirement. We can offer advice on annuities and pension drawdown plans to help you maximise your finances in retirement.
- **Investment.** We will establish an investment proposition tailored to your needs and financial objectives. We will create the right solution for you whether you want to save regularly or have existing investments for review. Also, if you want to invest on behalf of your children or grandchildren, or via a trust, we can arrange that for you too.
- **Tax-Efficient Savings.** When we assess your overall financial position, one of the key elements of our planning will be to ensure that your arrangements are tax efficient. Our advice will take into account capital gains tax, income tax and inheritance tax.
- **Estate Planning.** No matter what your net worth, it's important to have a basic estate plan in place. Such a plan ensures that your family and financial goals are met after you die. When assessing your assets, we include your investments, retirement savings, insurance policies, and property or business interests.

We can also refer you to a specialist Will writing service.

- **Corporate Services.** If you need advice for your business, contact us to discuss group pensions, employee benefits, and personal and corporate services for company directors. Furthermore, consideration should be given to keyperson, partnership and shareholder insurance for partnerships and limited companies. Our Advisers will discuss your needs directly with you to ensure you're adequately covered.

- **Equity Release.** If you are considering releasing some of the value of your home then we can advise on the best types of schemes available, the process, costs and options.

## **Our Advice Process**

At Brooks Wealth, we have a wealth of experience and market knowledge to help you get the most from your finances. We use a tried and tested approach to ensure that we manage all of our client's financial affairs efficiently, responsibly, and ethically:

### **Initial "Discovery" Consultation**

- No obligation.
- An initial discussion to understand your needs, financial goals, and priorities at no cost.

### **Initial Review or Needs Analysis**

- We begin our research once you instruct us to act on your behalf.
- We will review:
  - Your current financial circumstances
  - What money you have coming in, your average expenditure and what you need to keep in reserve
  - Personal details about you and your family, your tax position and financial needs, your future plans, and your investment goals
  - If you need to take an income from your investments
  - If you want to achieve capital growth
  - We can review your existing investments to make sure they are still suitable.

### **Risk Assessment and Risk Profiling**

- Completion of a risk profile questionnaire
- A conversation about risk and reward
- Agreement on the amount of investment risk you are happy to accept.

### **Suitability Assessment**

- A report confirming our recommendations to you, why they are suitable and what the associated risks and costs are.

### **Implementation**

- When we have agreed how to proceed, we will implement the plan on your behalf.

### **Our Charging System**

- A transparent and fair charging system for the advice and service we give
- We agree with you, in advance, how much you will pay for the research we undertake on your behalf, for any investment you make, and for the ongoing advice and service we provide.

### **Ongoing Review (see *Ongoing Service Agreement* for full details on page 8)**

- Continued access to an Adviser
- Regular portfolio reviews
- An annual comprehensive review of your financial strategy
- We will keep in touch to make sure that any changes to your lifestyle or financial goals are reflected in your portfolio.

## **Our Promises to Our Clients**

We value the reputation that we have earned over the years, and we adhere to our code of ethics to maintain our full compliance, professional standards, and integrity at all times. This is confirmed in our pledges:

### **Qualifications**

All Brooks Wealth Advisers hold the required qualifications to provide you with appropriate advice and undergo a continuous process of professional development.

All Advisers have received a Statement of Professional Standing from one of the FCA's accredited bodies – for example, the Chartered Insurance Institute.

### **Service**

We will always endeavour to provide you with the highest level of service possible.

### **Personal Recommendations**

An Adviser will always recommend a course of action based on your specific circumstances and the needs that have been identified.

## Initial and Ongoing Advice Charges

We, Wealthline and Brooks Wealth, have conducted an analysis of our charges in relation to consumer duty. Our objective was to establish a fair value and charges document that considers various factors. We recognise the need to allocate costs appropriately, consider the risk premium, and incorporate the hours worked by the administration and qualified individuals for each new recommendation, review, and ongoing support. We also need to be a profitable business with the ability to reinvest in development and attract the right staff. This comprehensive charging structure aims to ensure fair value across the business without any undue cross-subsidies or overcharging of clients.

We aim for a cohesive approach but as some cases may warrant variations, it is anticipated that the standard charging will be suitable for approximately 70% of cases. We will review this each year and seek to attain this percentage as a key performance indicator.

For initial fees, we cannot cap them as they are dependent on the work needed. However, from a client focussed point of view, we see 1.5% of investments under advice as the maximum we would charge for ongoing fees for reviews in any one year. Any additional fee-based advice needs would be quoted for and invoiced separately from ongoing fees as additional initial fee costs.

### **Initial Advice Charges**

Initial (new) advice whether to a new client or an existing client will be time costed and charged appropriately.

#### **Fixed costs**

Fixed cost minimum charge of £800.

*Examples of included fixed costs:*

- Money laundering protection
- Internal IT support and security
- Policy administration
- Existing policy reviews (providers/plans/funds/tax legislation)
- Appointment scheduling
- Local office with free parking
- Record keeping and system updating
- Suitability reports and documentation
- Provider, plan and product research
- Investment fund and Managed Portfolio due diligence
- Investment reviews and maintaining the Centralised Investment Proposition
- Website
- Systems and Training
- Webinars
- Market, economic and geo-political updates
- Maintaining compliance
- Legislation

- Data Protection / GDPR

This is not an exhaustive list, and we will review this annually against actual costs to add or remove costs as appropriate and to recalculate the costs we suffer.

### **Risk Premiums**

The risk premium is 0.048% of funds under management increasing by 0.007% for each additional £50,000, to allow for the increasing complexity of larger investments and the wider legislative impact of larger estates and wealth generally.

We are a highly regulated business, and we could suffer litigation which means we must hold capital adequacy. All of this creates risk and a risk cost. This will be primarily the cost of covering Financial Conduct Authority, Financial Services Compensation Scheme costs and Professional Indemnity cover with consideration to the risk and costs to the business of different levels of investments and complexity of advice. We will review this against trends each year.

### **Maximum hours worked by administrators and qualified individuals for each new recommendation and suitability assessment.**

For new advice needs, we will provide a face-to-face or distance advice service (in excess of the support mentioned in fixed costs), which we estimate to be no less than:

Administration – 10 hours (cost £1000) and Adviser – 6 hours (cost £1200)

This will of course vary depending on the work you require us to undertake.

This is likely to include:

- Initial meetings
- Suitability Report and suitability assessment
- Recommendation meetings
- Withdrawals and income payments
- Surrenders or transfers of existing plans
- Advice on State pension forecasts, Allowances and tax rates and other government information
- Home Visits within 30 minutes of the office
- Phone Calls to and from Clients
- Phone calls to and from Providers
- Emails to and from Providers
- Emails to and from Clients
- Letters to and from Clients
- Letters to and from Providers
- Liaising with Accountants
- Liaising with Solicitors
- Handling of Death and Estate needs
- Letters of Authority
- Chasing documentation
- Hunting for Missing policies



- Chasing providers

This is not an exhaustive list and should this time estimate be exceeded, or a more experienced adviser be needed, we will seek to engage with clients for bespoke increased fees. This fee is increased by 0.05% for each additional £50,000, to allow for the increasing complexity of larger investments and the wider legislative impact of larger estates and wealth generally.

### Example Charges – Initial Fees

| Investment Amount | Risk Premium | Retainer | Hours of Work Costs | Total    | Effective % cost |
|-------------------|--------------|----------|---------------------|----------|------------------|
| £250,000          | £172.50      | £800.00  | £2546.78            | £3519.28 | 1.4%             |
| £700,000          | £924.00      | £800.00  | £3950.88            | £5674.88 | 0.8%             |

Fees for ‘top-ups’ and additional investments will vary and any existing investment will be taken into account when calculating costs. The cost will be communicated to you in writing prior to any application being made.

### Ongoing advice proposition and charges

#### Fixed costs

Fixed cost retainer of £1200.

*Example of included fixed costs:*

- Money laundering protection
- Internal IT support and security
- Newsletters
- Policy administration
- Ongoing internal reviews (providers/plans/funds/tax/legislation)
- Appointment scheduling
- Local office with free parking
- Record keeping and system updating.
- Research, Due diligence and executive Investment reviews and Maintaining the Centralised investment process.
- Website
- Systems and Training
- Webinars
- Market, economic and geo-political updates
- Maintaining compliance
- Legislation
- Data Protection / GDPR

This is not an exhaustive list and we will review this annually against actual costs to add or remove costs as appropriate and to recalculate the costs we suffer.

## **Risk Premium Review**

Risk premium – 0.048% of funds under management increasing by 0.007% for each additional £50,000, to allow for the increasing complexity of larger investments and the wider legislative impact of larger estates and wealth generally.

We are a highly regulated business, and we could suffer litigation and we must hold capital adequacy. All of this creates risk and a risk cost. This will be Primarily the cost of covering FCA and FSCS costs and PI cover with consideration to the risk and costs to the business of different levels of investments and complexity of advice. We will review this against trends each year.

## **Hours worked by administrators and qualified individuals for each review and for ongoing support.**

For ongoing advice (reviews), we will provide a yearly face-to-face or distance review and ongoing support (in excess of the support mentioned in fixed costs), which we estimate to be no less than:

Administration – 6 hours a year (cost £600) and Adviser – 3 hours a year cost (£600)

This is likely to include:

- An annual review
- An annual written review report and suitability assessment
- Withdrawals and income payments
- Surrenders
- Advice on State pension forecasts, Allowances and tax rates and other government information
- Home Visits within 30 minutes of the office.
- Phone Calls to and from Clients
- Phone calls to and from Providers
- Emails to and from Providers
- Emails to and from Clients
- Letters to and from Clients
- Letters to and from Providers
- Liaising with Accountants
- Liaising with Solicitors
- Handling of Death and Estate
- Letters of Authority
- Chasing documentation
- Hunting for Missing policies
- Chasing providers

This is not an exhaustive list and should this time estimate be exceeded regularly we will seek to engage with clients to increase fees. This fee is increased by 2% for each additional £50,000, to allow for the increasing complexity of larger investments and the wider legislative impact of larger estates and wealth generally.

## Example Charges – Ongoing Fees

| Investment Amount | Risk Premium | Retainer | Hours of Work Costs | Total    | Effective % cost |
|-------------------|--------------|----------|---------------------|----------|------------------|
| £250,000          | £172.50      | £1200.00 | £1389.15            | £2761.65 | 0.9%             |
| £700,000          | £924.00      | £1200.00 | £2155.03            | £4279.03 | 0.6%             |

### Transactional Advice Service:

We also offer a service for clients who require a one-off piece of advice from us. The Transactional Advice Service is likely to be suitable for one-off investment cases such as utilising your annual ISA allowance or annuity cases. No ongoing service will be offered after the implementation of the initial advice and you, the client, will be responsible for ensuring that you are dealing with your financial matters yourselves. However, of course, transactional clients can always contact us for further advice on either a transactional or an ongoing basis.

### Pension Drawdown and reducing balances:

Where clients are in pension drawdown or are taking withdrawals on an investment through regular income or ad hoc payments the ongoing charge calculation based on a percentage of the assets under advice may no longer be appropriate. In these cases, your adviser will discuss how ongoing advice can be maintained, should you wish to maintain ongoing advice, the costs involved and how any charges can be paid for.

**All planning and advice is bespoke and the amount of work required will vary accordingly. Examples are provided for guidance only. All charges will be quoted and agreed before any work commences.**

**Some other work is chargeable separately – for example tax calculations, trust creation and deposit reviews.**

**Protection and equity release work is charged differently with a combination of commission (paid directly by product providers) and hourly rates available.**

## Summary

The progressive charging structure outlined in the initial advice and ongoing advice examples demonstrates a clear commitment to meeting the needs of value and fairness for clients.

The charging structure provides transparency and consistency by clearly outlining the charges based on specific variables such as investment amount, risk level, retainer, and work costs. This transparency enables clients to understand how their charges are calculated, fostering trust and confidence in the fairness of the system.

# Client Agreement

Wealthline Limited is regulated by the Financial Conduct Authority: please feel free to check the Financial Services Register – our Number is 684319 – which you can access on their website: <https://register.fca.org.uk> or by telephoning 0300 500 0597. Brooks Wealth is a trading style of Wealthline Limited.

## **Independence:**

We are independent for Investment and pension business. This means that we can research across the whole market to find the best product and provider for you to ensure that your objectives can be suitably met.

We are not limited in the type of product or provider in terms of having any close links with any firms or any contractual relationship with a third party that may impair the independent basis of our advice to you.

When looking to address your protection needs, we will provide advice based on a fair and personal analysis of the market.

## **How we are remunerated:**

We charge fees for the advice and assistance in implementing any recommendation provided by Wealthline / Brooks Wealth only. We do not include custodian fees or provider charges. Following the initial meeting, we will confirm the next steps of our advice process and provide an estimate of the fees payable. Where VAT is applicable, we will highlight this to you before any fee is charged, however as the intent is intermediation, it is unlikely that VAT will be chargeable.

We will offer you the opportunity of paying by fee directly yourself or via Adviser Charging through the product provider if available.

Please refer to the attached client proposition document which outlines our charges.

For protection advice, please refer to the separate 'Key Facts about Our Costs and Services' document for details regarding our costs. You will be advised of the commission that we may receive from the product provider prior to the application form being submitted to the provider.

## **Client Classification:**

As a client, we will classify you as a 'retail client' for investment and pension advice and as a 'consumer' for protection advice. This will provide you with the maximum regulatory protections available to you. Should your classification change in the future, we will advise you accordingly in writing and obtain your agreement before proceeding with any financial planning advice.

## **How we act for you:**

The company will exercise due care and diligence in conducting their business but will not be liable for any depreciation of investments arranged by them.

**For yours and our protection we do not accept verbal instructions in person or over the telephone.** This means that before implementing any instructions we will require the instructions to be confirmed in writing. This can be either by email or letter.

Any advice we give will normally be in writing, but if given orally will be recorded on your file and confirmed by letter or email to you before implementing. Where any recommendation we make, or transaction we undertake for you, results in a right to cancel the policy under certain conditions, we will advise you of these rights. We will also tell you if you do not have a right to cancel the arrangement.

There may be occasions where we, or one of our customers, will have some form of interest in the business that we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflicts with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. If we can continue to act for you, we will tell you how we will ensure your interests are protected. On occasions we may have to cease acting for you, but we will help you find advice from elsewhere if you want us to. Should you require further information in relation to our conflicts of interest policy then please contact us at the address shown.

When we arrange investments for you, we will register these in your name unless otherwise agreed in writing. Additionally, we will ensure you receive either a contract note, documents of title, or certificates evidencing title. Where a number of documents relating to a series of transactions is involved, the documents will normally be retained until the series is completed.

All documents, cheques, and paperwork may be sent by post at your risk as soon as we receive the documents from the product provider concerned. We shall at your request and expense, send documents by recorded post. In the absence of such a request, the client shall pay all charges incurred for the recovery or replacement of lost documents.

Any advice that we give will be based on your financial objectives and your attitude to investment risk. We will endeavour to ensure that any recommendation made is suitable for you. Any recommendation made will be confirmed in writing to you. Should you decline to provide the information requested about your circumstances then we may decline to continue with the business relationship since we would not be able to demonstrate that the recommendation is suitable given your financial circumstances.

**Please note that if you reside outside of the UK, you may wish to seek further advice from a local Adviser in your place of residence regarding the impact of our advice in relation to local taxation, practices, and law. This is because the advice we provide you will be on the basis of being a UK Independent Financial Adviser and we do not have specialist knowledge of any legislation, taxation, or financial practices outside of the UK.**

The company and its representatives are not qualified to provide any legal advice and will not provide any opinion as to whether a client should complain about any previous advice received unless explicitly agreed.

All communications, both verbal and in writing, will be in English unless you request otherwise.

**Investment risk:**

All investments carry a degree of financial risk which will tend to increase in proportion to the potential rate of return on the investments. Any product which is directly or indirectly invested in assets which may fall in value (for example equities) may itself fall in value along with any decrease in value of those assets. Before entering into any investment agreement, you must ensure that you understand the risk associated with the product and are content to accept that level of risk.

Investments can go down in value as well as up and you could get back less than you invest. The past is not a guide to future performance.

**We do not handle client monies:**

Crossed cheques for premiums or investment monies can only be made payable directly to the product provider. No premiums or investment monies of any kind should be paid or made payable to anyone else.

**Contact:**

The amount of contact that we provide to you is dependent on the service proposition that you agree to, and we are not obliged to contact you over and above the agreed proposition.

Please make sure you are aware and comfortable with the amount of contact you will receive and that you are aware of the limitations of the proposition chosen by yourself. You need to be happy that the proposition selected meets your needs.

**Fraud:**

We will not contact you by telephone or email requesting confidential personal information.

**Termination of this agreement:**

This agreement will remain effective and in force until such time that you, or we, wish to terminate the agreement. Either party may terminate our authority to act on your behalf at any time without penalty. Notice of this termination must be given in writing by first-class post. It will be deemed to be received 2 business days after being posted.

Any business currently being completed will be completed unless we receive your instructions to the contrary.

Any fees outstanding at the date of termination will be due within four weeks of the termination date.

**Delay in Processing:**

The company will not be held responsible for any delay beyond its control or as a result of a failure by any party (including the client) to complete all the necessary steps to process a transaction.

**Complaints:**

We have a written policy for handling complaints which explains how we deal with each complaint promptly and fairly. You can request a summary of this policy by contacting us. Should you have cause to complain for any reason, a copy of our policy for handling complaints will be automatically sent to you. Please direct your complaint to the Compliance Manager at the following address:

Wealthline / Brooks Wealth, 34 Thorpe Wood, Peterborough, PE3 6SR or telephone on 01733 314553.

Clients should be aware that if they are unhappy with any response to a complaint received from the company, they may complain directly to the Financial Ombudsman Service (FOS) who will then assess whether they have an eligible complaint before proceeding with an investigation. You can contact FOS via [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or telephone: 0800 023 4567.

If you are an eligible claimant under the rules of the Financial Conduct Authority (FCA), you will also be protected by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations.

Further information about compensation arrangements is available from the FSCS. The FSCS may also provide awards if any third-party institution we may use is declared in default or insolvent. Please visit [www.fscs.org.uk](http://www.fscs.org.uk) for compensation limits applicable.

**Money Laundering:**

We are obliged to conform with the UK Money Laundering Regulations and to the Joint Money Laundering Steering Group guidance notes. These regulations require all financial institutions to verify the identity and place of residence of each beneficial owner. In order to meet these requirements, we will require sight of certain documentation and confirmation as to where the investment monies are

coming from. If you provide false or inaccurate documentation and we suspect fraud or money laundering, then this will be recorded.

The company reserves the right to approach a third party in order to verify the identity of a client, or any other person providing funds on behalf of an investment made in the client's name.

Where further information is required to verify identity, the company reserves the right to delay applications or withhold settlement until sufficient identification has been provided.

**Not Readily Realisable Assets:**

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

**Unregulated Investment Products:**

Our services may also include advice on investments relating to or executing transactions in units in unregulated collective investment schemes. Where we recommend an unregulated investment/product then we will confirm to you that the FCA does not regulate the investment/product and therefore you may not be afforded the protections from the Financial Ombudsman Scheme or the Financial Services Compensation Scheme.

**Foreign Account Tax Compliance Act (FATCA):**

The Foreign Account Tax Compliance Act (FATCA) requires US persons holding an interest in any specified foreign financial assets with an aggregate value exceeding \$50,000 to report related information to the IRS.

It is your responsibility to inform us if you:

- Have US citizenship or lawful permanent resident (green card) status
- Were born in the US
- Have a US residence address or US correspondence address (including a US PO box)
- Standing instructions to transfer funds to an account maintained in the United States or directions regularly received from a US address
- Have a "care of" address or a 'hold mail' address that is the sole address with respect to the client
- Have a power of attorney or signatory authority granted to a person with a US address

Please note that we are not responsible in any way for any reporting obligations that you may have in relation to FATCA. We may also share your FATCA status with other Financial Institutions, HMRC and/or the IRS if requested.

**Law:**

These Terms of Business are governed and shall be construed then governed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English Courts.

**Referrals to third parties:**

There may be occasions whereby we would refer you to a specialist for specific advice such as tax advice. Should you pursue our suggestion to use the third party introduced to you, you should note that we are **not** responsible for the advice that they give you. You will be subject to their terms and conditions. They will agree to their charges for their advice directly with you.

**This is our standard client proposition and client agreement upon which we intend to rely. For your own benefit and protection, you should read these carefully before signing them. If you do not understand any point, please ask for further information.**

**The terms of this Client Agreement will come into effect once signed by you. We reserve the right to amend these terms and will give you notice in good time before making any material changes.**

**Client One**

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**Client Two**

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_