



Client agreement and service proposition for Investments, Mortgages & Insurances

Authorisation statement

Thomas Duffy is a trading style of Thomas Duffy Ltd which is Authorised and Regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. You can check this on the FCA's Register by visiting the FCA's website www.fca.gov.uk/register FCA No. **469500** or by contacting the FCA on 0800 111 6768.

Our services

TD Financial is an intermediary and will act on your behalf when providing advice and making our personal recommendation to you. We offer products and services as follows:

- **Investments** - we provide an Independent advice service. We will consider a range of regulated products from the available market that can meet the investment objectives of a retail client but we will only provide a recommendation to you when we know the product is suitable for your personal circumstances.
- **Non-Investment Protection Contracts** - we offer these products from a fair and personal analysis of the market (e.g. term assurance, income protection and critical illness).
- **General Insurance Contracts** - we offer these products from a fair and personal analysis of the market (e.g. buildings & contents insurance, accident, sickness & unemployment and private medical).
- **Residential & Buy to Let Mortgage Contracts** – we are independent mortgage advisers and we will recommend a mortgage product that is suitable for you following an assessment of your personal needs and circumstances. This will include a detailed assessment of affordability. We will consider all products and lenders that we have access to. This means we will not consider those lenders that are only available by you going direct to them. Where you are increasing your borrowing, we will consider the merits of both a new first charge mortgage and securing this by an additional mortgage on a second charge basis. Most Buy to Let mortgages are non-advised.

We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. We recognise that all our clients have different financial needs and objectives and we will build a plan appropriate to the needs of each client.

If you decide to go ahead, we will:

- Gather and analyse personal financial information about you and your aims and objectives;

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T: 02920 231857 E: info@tdfinancial.co.uk W: tdfinancial.co.uk

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Registered in England and Wales No:05622290.

- Recommend and discuss any action we think you should take and, with your agreement, arrange relevant solutions for you.

You should be aware that investments carry varying degrees of risk and as their underlying value can fall as well as rise you may not get back the full amount invested.

Your aims and objectives

Unless we notify you in writing to the contrary, we will be treating you as a “retail client”. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

With very few exceptions, we will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

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

We will issue any documentation/recommendations and any other communication to you in English (unless agreed otherwise).

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

Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We would 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.

Our Ethical policy

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- be open, honest and transparent in the way we deal with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon;

- Seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.

Our investment services and costs

We provide you with an initial consultation free of charge. 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 cost, and levels, of our services both initially and throughout our relationship with you.

We charge our services by way of a fee. These fees are based on a percentage of the amount you invest.

Financial Review and Recommendation

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

- gathering of information about your existing financial arrangements and full personal circumstances;
- understanding of your investment knowledge and attitude and tolerance towards investment risk;
- recommendation of an asset allocation model that matches your risk profile and the subsequent assessment and suitability of any existing holdings;
- preparation of our recommendations to you;
- arranging a second appointment to explain and discuss our recommendations in detail.

Our charge for this service is a fixed fee of £750 payable on provision of the report containing our recommendations to you. This fee will be waived wholly or in part should you decide to implement any of our recommendations.

To assist us with the delivery of our Investment Services we use a system called Dynamic Planner by Distribution Technology. Distribution Technology is the UK's leading provider of financial planning and sales technology and has an excellent reputation for market-leading advice technology. Their tool allows us to analyse our clients' attitude to risk using a range of psychometric questionnaires and providing clients with a view of the consequences of their decision through the production of expected gains and losses based upon clients' risk choices.

Policy Arrangement & Implementation – Lump Sum Investments/Transfers & Regular Premium

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;
- Provide confirmation of all actions taken on your behalf in writing.

Our charge for this service is based on a percentage of the amount you invest and/or transfer. Regular Premium Investments are charged on the same basis, with the amount to be used in the calculation the sum of the Regular Premium annualised and multiplied by 5 years.

Our minimum implementation fee is £750. Our typical fee is 2%. Please liaise and agree with your adviser for the exact cost.

Example 1 Investment

$£100,000 \times 2\% = £2000$ initial fee

Example 2 Regular premium investment

$£500 \times 12 \text{ months} \times 5 \text{ years} = £30000 \times 2\% = £600$ initial fee (in which case the minimum fee of £750 would apply).

This payment can either be taken from your investment upon receipt by the policy provider or paid directly by you. The regular premium fee can be paid as a one off lump sum or it can be spread over the first year with up to 12 equal monthly instalments. Should you decide to pay this charge with up to 12 monthly instalments through your policy, and payments to the policy subsequently cease, we will calculate the total payments received to date and charge you the balance against the minimum fee.

Ongoing Advice & Service Proposition

We will discuss and agree a fee for 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;
- an assessment of your circumstances and any changes to your plans that are needed;
- regular updates and information regarding your holdings;
- ongoing support with correspondence and administration issues.

Our maximum cost is 1% per annum and is based on the value of your investment(s) on the providers monthly or quarterly valuation point. Please liaise and agree with your adviser for the exact cost. Our typical fee is 0.75%.

$£100,000 \times 0.75\% = £750$ annual ongoing fee

The amount you pay will fluctuate with the value of your investment; if your investment increases in value the amount you pay us will also increase and if your investment falls in value the amount you pay us will reduce. Any change to the level of services throughout this agreement will result in pro-rata charge being applied.

The charges listed above will be deducted from your investments. You should note that when paid though 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. Ongoing fees are normally deducted monthly or quarterly. Should you wish to end your ongoing relationship with us please provide 7 days notice.

Our Insurance and Protection Services and Costs

Similar to our investment services above, we will provide you with a personal and financial review prior to making our recommendation(s) to you. Should you accept our recommendation(s) we will arrange the implementation of this/these for you. The reasons for our recommendations will also be provided to you in a written report.

We do not charge a fee for our insurance and protection services as we will normally receive commission from the policy provider. You will not be subject to VAT for this service. In respect of any regular premium policy which we may recommend, should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will not charge the fee if you exercise your right to cancel in accordance with the cancellation notice sent to you by the life company. Details of the commission payable will be notified to you in a specific key features illustration prior to any transaction proceeding.

Mortgage and Buy to Let Services and Costs

Our typical application and advice fee is £295 - £495; The precise amount will depend on your individual circumstances. We will also receive a commission from the lender for packaging your mortgage. As we are independent mortgage broker's you have the option of paying us a fee and the commission will be refunded to you. The typical fee would be 0.4% of the loan amount. For example, a £100,000 loan x 0.4% = £400. This would be in addition to our application and advice fee. All initial discussions are provided without charge.

Please liaise and agree with your adviser for the exact cost.

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.
The Financial Conduct Authority does not regulate some forms of mortgage.

VAT

Under current legislation our services are not subject to VAT but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

Cancellation rights

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, payment protection or pension policy and a 14 day cancellation period for all other policies.

For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Client money

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

Documentation

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

Instructions

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing.

Material Interest

We will act honestly, fairly and professionally known as conducting business in 'Client's best interest' regulations. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interest, we will write to you and obtain your

consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

Complaints

If you wish to register a complaint, please write to **TD Financial, 16 Museum Place, Cardiff, CF10 3BH** or telephone **02920 231857**.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

Compensation Scheme

We are covered by the Financial Services Compensation scheme (FSCS) if we cannot meet our obligations. This is dependent upon the type of business and the circumstances of the claim.

Further information about these amounts and limits for all other product types are available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

Anti-money laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure 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.

Law

This client agreement is governed and shall be construed in accordance with **English** Law and the parties shall submit to the exclusive jurisdiction of the **English** Courts.

Force Majeure

TD Financial shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

Declaration

Client consent

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.

I/We are aware of the costs of the Financial Review and Recommendation(s), and where appropriate, the Policy Arrangement and Implementation services and agree to the method and timing of these.

I/We confirm that we agree to the adviser being remunerated on the basis selected below;

Method	✓	Initial fee amount	Ongoing fee amount
Deduction from the policy			
Direct payment			
Commission (non investment)			

Date	Printed Name	Signature

Adviser Signature	
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