



Pareto... your long term partners  
in all matters financial

This agreement sets out the terms under which we'll provide our services to you, so it's important that you read it fully and in conjunction with our Services & Fees document. If there's something you don't understand please ask us to explain it.

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

- » Telephone: 0161 819 1311
- » Email: enquiries@paretofp.co.uk
- » Website: www.paretofp.co.uk
- » In writing: Pareto Financial Planning Ltd, 8 St. John Street, Manchester, M3 4DU

This agreement sets out our respective obligations and should be read in conjunction with the information in our Services & Fees document which has also been provided to you.

Section 4 (Useful information about our services) includes details of the protections available to you under UK financial services regulation. The services we have agreed to provide and the cost for those services are shown in our Services & Fees document.

# 1. Our obligations

## OUR RECOMMENDATIONS

- » Before providing advice we'll 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'll carry out a suitability assessment so that we are able to act in your best interests.
- » We'll 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've 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'll 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'll 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.
- » We may, where appropriate, recommend holding some, or all, of your investments with a discretionary fund manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we'll explain the respective responsibilities of ourselves and the DFM in relation to your investments.

## 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'll 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'll 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'll 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'll write to you and ask for your consent to proceed before we carry out any business for you. We'll also let you know the steps we'll take to make sure you are treated fairly.

Pareto Financial Planning Ltd and Pensionhelp Ltd have a common ownership connection through its principal director. Pensionhelp Ltd provides a specialised service in connection with defined benefit pension transfers only. This shareholding does not alter our regulatory responsibility to provide you with impartial advice, and so should not influence our advice to you. Please ask your adviser if you want to discuss this in more detail.

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 tel-ephone, 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.

## RECORDING TELEPHONE CALLS

To ensure we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we will record and may monitor your telephone communications or conversations with us.

Copies of our telephone recordings will be available on re-request, for a period of 5 years after the recording was made.

## SERVICES OFFERED AS PART OF A PACKAGE

Where we offer services or products as part of a package, we'll tell you whether it's possible to buy the different components separately and, if relevant disclose the costs and charges of each component.

We'll also tell you if the risks resulting from the package are likely to be different from the risks associated with the individual components and explain how (if relevant) the package modifies the investment risk.

## 2. 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 our Fee Agreement, you are confirming that you have received a copy of this Client Agreement and you are agreeing to our Services and Fees. Your selected payment method is also confirmed in our Fee Agreement. We'll tell you if any payments are subject to VAT.
- » Our initial charges are payable once we've completed our agreed work.
- » If you are paying our initial charges by instalment (only applies when you have taken out a regular contribution contract) it's important that you make payments as agreed. Where you miss a payment, or cancel the contract from where the payments are coming from, we will invoice you for the remaining charges.
- » Any products we have arranged for you will only be kept under review as part of an ongoing service for which, you 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 start monthly or annually and are taken as a percentage (%) of funds under management direct from the provider.
- » 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 % 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'll discuss and agree this with you where relevant.
- » We will receive commissions for some protection products that are taken out. This will be detailed in your illustration and report. If you cease paying premiums for a protection plan, or cancel it after it has been set up, and the life office claws back the commission paid, we may invoice you this sum.

### CLIENT MONEY

- » Your adviser is not authorised to handle client money.
- » All cheques for premiums, investment monies of any kind and professional fees must only be made payable to the Life Assurance Company, friendly society or investment management group or firm providing the product or service concerned.
- » Under no circumstances should a cheque for premiums or investment monies of any kind be payable to your adviser.
- » Invoices for services provided by Pareto Financial Planning will be issued by and are payable to Pareto Financial Planning Ltd.

### 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.

## 3. Cancellation and amendments

### ENDING THIS AGREEMENT

- » You or we may terminate this agreement at any time, without penalty.
- » This agreement may be terminated, in writing, by either party giving not less than 10 business days notice to the other party, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any charges for services shall be settled to that date.
- » 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, and not issue a new agreement. If this is the case we'll write to you with details of the changes giving at least 28 business days notice.

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.

## 4. Useful information about our services

Who authorises us to advise you?

- » We are authorised and regulated by the Financial Conduct Authority (FCA), 12 The Endeavour Square, London, E20 1JN. [www.fca.org.uk](http://www.fca.org.uk).
- » Our firm reference number is 618272.
- » Our permitted business is advising on and arranging pensions, savings and investment products and non-investment insurance contracts.
- » You can check our details on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 1116768.
- » We will treat and class you as a retail client for investment business. This means that you are given the highest level of protection available under the UK's regulatory system.

### DISTANCE MARKETING DIRECTIVE

On occasions when it may be necessary to conduct our business without any personal contact, we will advise you if this requires the creation of a distance contract between us. In this contract, you will be provided with additional information as required by the directive.

## 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'll do our best to resolve your concerns.

Telephone: **0161 819 1311**

Email: **enquiries@paretofp.co.uk**

In writing: Pareto Financial Planning, Compliance Department, 8 St. John Street, Manchester, M3 4DU

- » 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](http://www.financial-ombudsman.org.uk).
- » 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.

TYPE OF BUSINESS	MAXIMUM FSCS COMPENSATION
Deposits: £85,000 per person per firm (for claims against firms declared in default from 30 January 2017)	100% of £85,000
Investments: £50,000 per person per firm (for claims against firms declared in default from 1 January 2010)	100% of the first £50,000
Insurance Business: unlimited	100% of the claim with no upper limit.
General insurance advice and arranging: unlimited (for business conducted on or after 14 January 2005)	90% of the claim with no upper limit. Compulsory insurance is protected in full

- » Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).
- » Pareto Financial Planning Ltd maintains Professional Indemnity Insurance.
- » Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain inducements 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.

## 5. Acknowledgment

- » I/We acknowledge this client agreement will come into effect immediately 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.
- » A copy of this agreement is available on our website for future reference.

# Consent

## SENSITIVE PERSONAL DATA

The primary basis on which we intend to process your personal data is for the performance of our contract with you.

In the case where we need to process special category (sensitive) data as described above we require your consent by indicating your agreement to the following statement:

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

CLIENT NAME(S)	<input type="text"/>
CLIENT SIGNATURE	<input type="text"/>
DATE	<input type="text"/>

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.

## PROTECTING YOUR PERSONAL INFORMATION

To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.

Processing of your personal data is necessary for the performance of our contract for services with you. Generally this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you.

We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service we'll need to pass certain personal details to the product or service provider.

We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc).

The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. We will only do this if there is a contract in place to ensure that your information is adequately protected.

Our Privacy Notice is available on our website. 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.

Special categories of personal sensitive 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
- » 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.