

# Client Agreement For Investments

**Ferguson Law**  
 Financial Services Ltd  
 Inverden House  
 1 Queens Lane North  
 Aberdeen  
 AB15 4DF

## 1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. This document is designed by the FCA to be given to consumers considering buying certain financial products. You need to read this important document. It explains the service you are being offered and how you will pay for it.

## 2. Which service will we provide you with?

- Independent advice** – We will advise and make a recommendation for you after we have assessed your needs. Our recommendation will assess a sufficient range of financial instruments available on the market which must be sufficiently diverse with regard to their type and issuers or product providers to ensure your investment objectives can be suitably met.
- Restricted advice** – We will advise and make a recommendation for you after we have assessed your needs, but only offer advice on limited types of products, or products from one company or a limited number of companies
- No advice** – You will not receive advice or a recommendation from us. We may ask questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

## 3. a) What will you have to pay us for our services?

You will pay for our services on the basis of an **adviser charge or fee or commission**. We will discuss your payment options with you and answer any questions you have. **We will not charge you until we have agreed with you how we are to be paid. The cost of advice and examples are given below.**

### Adviser Charge

Service	Initial Adviser Charge	Ongoing Charge for Annual Review	
Financial Advice with or without Policy Arrangement and Implementation – Lumps Sum Investments or Transfers or Regular Premiums	<b>For single premium investments or transfers:</b>		
	Up to	£150,000	3% of investment
	+ On the Next	£150,000	2% of investment
	+ Thereafter	£300,000	1% of investment
	Same percentage can apply to <b>regular premium</b> investments where these are being made at the same time as a single premium is being set up. For example, a single premium of £10,000 means a £300 charge, plus if you also invested £750 per month, an additional charge of £15 is made per month. Stand-alone Regular Premiums are subject to a minimum £750.		
		0.5% Minimum £750.00  Ad hoc review minimum £750.00	

Examples of these services could be as follows:

#### - **Financial Advice (With or Without Policy Arrangement and Implementation)**

This service is where we provide advice on financial planning matters, specifically taking retirement benefits or income planning taking account of individual taxation and other assets, estate planning including inheritance tax mitigation, pension transfers, including occupational pension analysis, and long-term care provision, all of which demand a specialised and time-intensive approach and often complex research. Investment advice is also available, either from us, or using the services of a Discretionary Fund Manager. We would usually look at (as a minimum):

- The ongoing suitability of the managed portfolio for your objectives
- Your appetite for investment risk and the risk profile of the portfolio
- Use of your annual tax allowances and exemptions
- How the investments are performing and whether performance is meeting expectations

- **Review Service:**

This is where we review your circumstances and financial arrangements, including a review of (but not necessarily limited to):

- The ongoing suitability of the current investments and whether they meet your objectives
- Your appetite for investment risk and the risk profile of the investments
- How the investments are performing and whether performance is meeting expectations
- Use of your annual tax allowances and exemptions
- Assistance with other financial paperwork where possible
- Face to face meeting with an adviser (at least once each year where we have agreed annual reviews)

**Adviser Charge Examples:**

**You invest £100,000 into unit trusts/OEICs and require the review service annually.**

The initial adviser charge will be 3% of the £100,000 invested, i.e. £3,000. The ongoing charge will be 0.5% of the value of the fund every year, i.e. roughly £500 each year, however please note the actual charge will vary as the value of your portfolio fluctuates.

**You invest £300,000 into a Lifetime Annuity (such products are not normally reviewed once set up as they cannot change).**

The initial adviser charge will be 3% of the first £150,000 of the fund value, plus 2% of £150,000. The overall adviser charge will therefore be 2.5 %, i.e. £7500.

**You transfer pensions totalling £500,000 and require the review service annually.**

The initial advice charge will be 3% of the first £150,000 invested, plus 2% of the next £150,000 and 1% of £200,000. The adviser charge overall will therefore be 1.9% i.e., £9,500. The ongoing charge will be 0.5% of the value of the investment every year, i.e. roughly £2,500 each year, however please note the actual charge will vary as the value of your portfolio fluctuates.

**i) Fee**

**A fixed fee amount** can be agreed between the adviser and client. This will depend on the complexity of the case, the time it will require and whether we will have to call upon further expertise in order to research, review, and compile a solution. The fee will be agreed with you before any work is carried out.

**There is a minimum fee of £750.00 (£1,250 for complex work such as Defined Benefit pensions).**

**Regular Contribution Savings or Investments**

Our charge for implementing a regular contribution savings or investment plan is a minimum of £750 and we will issue an Invoice within 7 days of your investment plan going live. You can pay this under either of the two options listed below:

**Option 1**

You can pay our fee directly on receipt of the invoice. If you choose this option, payment is required in full within 14 days of issue.

**Option 2**

You can pay our fee through your policy. The payment will be deducted proportionally from each monthly contribution and it normally needs to be paid in full within the first 12 months of your plan. The deductions are limited to a maximum of 100% of each monthly contribution.

For example: If your total fee was £800, and your monthly contribution is £200, the fee could be collected by deducting £200 from each monthly contribution for the first 4 months with nothing invested in your plan. The full fee of £800 will have then been paid and therefore no further adviser charges will be applied.

Should you decide to pay this charge through your policy and payments to the policy subsequently cease, we will calculate the total payments received to date and charge you the balance.

For example, if you invest £800pm, we will deduct £200.00 from each monthly contribution for the first 4 months. Should payments cease after month 1 (and only £200 has been collected) the difference between this and agreed fee of £800 would be charged i.e. £600.

**ii) Commission**

Where we recommend non-regulated products and services such as life cover, we may receive a commission from the provider. The amount of commission we are to receive will be confirmed in writing prior to your application.

## **b) Your Payment Options**

### ***Settling your adviser charge in a single payment***

**Adviser Charge:** We will arrange payment of our adviser charge from your investment amount through the provider of the recommended investment product.

**Fee Work:** The agreed fee will become payable upon completion of our work, whether you subsequently act upon our recommendations or not. You may be asked for an initial down payment before work is started. You will not be charged any more than the amount agreed, unless we subsequently agree with you that the cost of our work is going to be higher than originally estimated. Cheque or BACs payment can be accepted.

**Settling your adviser charge in instalment:** It may be possible to pay your fee by instalment. The amount and terms would be agreed with you before we undertook any work for you. Please see above under regular contribution for an example of how this could be collected.

## **c) Payment for ongoing services**

Reviews can be requested and paid for on an ad hoc basis, or if we have arranged to offer you a review each year our charge will be payable annually (providers may deduct this monthly, please refer to your personalised illustration).

We can usually arrange payment of the agreed adviser charge or fee for the review service from your investments through the investment provider. Alternatively, you can pay the cost directly to us by cheque or BACs.

The review service can be cancelled at any time by written request.

## **4. Who regulates us?**

Ferguson Law Financial Services Ltd, Inverden House, 1 Queens Lane North, Aberdeen, AB15 4DF 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 12 Endeavour Square, London, E20 1JN. You can check this on the FCA's Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) - FCA No. 579842 or on Tel. 0800 111 6768.

## **5. 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.

## **6. What to do if you have a complaint**

If you wish to register a complaint, please write to our Director, Mr Zander Milne, at Ferguson Law Financial Services Ltd, Inverden House, 1 Queens Lane North, Aberdeen, AB15 4DF, telephone 01224 630302. 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 at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by contacting them on 0800 023 4 567.

## **7. We are covered by the Financial Services Compensation Scheme (FSCS)**

You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

- Most types of investment business are covered up to a limit of £50,000 per person per firm (£85,000 for deposits).
- Other types of business such as pensions or annuities are classed as 'long term insurance' and covered for 100% of the claim value with no upper limit.
- Further information about compensation scheme arrangements is available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

## **8. Force Majeure**

Ferguson Law Financial Services Ltd 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.

## **9. 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.

## FERGUSON LAW FINANCIAL SERVICES LTD TERMS AND CONDITIONS OF BUSINESS

Ferguson Law Financial Services Ltd (FLFS) are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN., and bound by its rules.

Registration can be checked on the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768. FLFS is an independent broker and adviser and is authorised as an investment intermediary

Ferguson Law Financial Services Ltd, Inverden House, 1 Queens Lane North, Aberdeen, AB15 4DF Telephone 01224 630302 Fax 01224 630304 E-Mail: [FLFS.Enquiries@fergusonlaw.co.uk](mailto:FLFS.Enquiries@fergusonlaw.co.uk)

### 1. DOCUMENTATION

Investments will be registered in your name, unless otherwise agreed in writing. Documents will be forwarded to you for safekeeping. If you want your title document held by a third party you will be responsible for them and any default by them. All documents, cheques, etc. will be sent by post. Ferguson Law can send documents by registered post at your request (and expense), however, they shall not be liable for any documents lost in the post and it will be your responsibility to pay all charges incurred for the recovery or replacement of lost documents. As a 'Retail Client' you will receive the very highest levels of investor protection when dealing with us. All services will be provided after we have personally advised you, following an assessment of your individual circumstances. Once an investment is made, we shall not provide you with further advice unless you ask us to. You or we may terminate our authority to act for you by providing notice in writing. Any transaction already in progress will be completed.

### 2. RECEIVING INSTRUCTIONS

We only accept instructions in writing (paper or electronic means) to aid clarification and avoid future misunderstandings. Please note we will not act on oral instructions to avoid any possible misunderstandings.

### 3. ANTI-MONEY LAUNDERING

We may approach a third party (i.e. credit reference agency) to confirm your identity, or any other person providing funds on your behalf and by dealing with us we accept this as your consent. We may also run additional verification checks at a later date should this be necessary, where further information is required, to confirm identity, we may delay applications or withhold settlement until adequate identification has been provided.

### 4. DUE CARE AND DILIGENCE

We will exercise due care and diligence in conducting business with you. We are not however liable for any loss or fall in the value of any investments. Investments can go down in value as well as up and you could get back less than you invest. The past performance is not a guide to future performance.

### 5. CLIENT MONEY

Ferguson Law Financial Services Ltd 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, such as for our own fees) or handle cash.

### 6. DELAYS IN PROCESSING

We will not be held responsible for any delay beyond our control, or as a result of a failure by any party (including you) to complete all the necessary steps to process a transaction.

### 7. CONFLICTS OF 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.

In accordance with the rules of our regulator, The Financial Conduct Authority, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

### 8. YOUR CANCELLATION RIGHTS

Once you have accepted our advice and applied for a product or service, you may have the right to cancel. Different products and services will have different cancellation periods ranging from 0 to 30 days.

If you exercise your right to cancel and the underlying investments are sold, you could suffer a shortfall between the amount you invested and the amount raised by the sale of the investments. Ferguson Law will not be responsible for any shortfall that arises. Any shortfall will be borne by you. Where an ISA investment has been made by transferring funds from another provider, cancellation may result in the return of the ISA proceeds directly to you. This may mean that you lose those ISA allowances relating to the transfer. For details and how to exercise this right see the terms of your chosen product or service.

### 9. DATA PROTECTION

The information you have provided is subject to the EU General Data Protection Regulation (GDPR). Full details of this may be found in our Customer Privacy Notice. This is also on our website at

[www.fergusonlaw.co.uk/privacy-policy/](http://www.fergusonlaw.co.uk/privacy-policy/)

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer by telephoning 01224 630302 or writing to Ferguson Law Financial Services Ltd at Inverden House, 1 Queens Lane North, Aberdeen, AB15 4DF.

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

### 10. LAW

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

### 11. MAKING AMENDMENTS TO THESE TERMS

Material Changes to Terms: We will notify you at least 30 days before making material changes to these terms. Terms are likely to change if we introduce a new service or replace or make reasonable changes to the way we provide an existing service, where there is a legal or regulatory change, to make the terms easier to understand or to remedy manifest errors.

# Declaration & Client Agreement

**Ferguson Law**  
 Financial Services Ltd  
 Inverden House  
 1 Queens Lane North  
 Aberdeen  
 AB15 4DF

**Per Ferguson Law Services, Adviser Charges & Fees**

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 have been given a copy of the 'Client Agreement for Investments' document, including our 'Terms & Conditions of Business' and understand and agree to the content of this.

I/We have been given a copy of the 'About our Mortgage & Insurance Services and Costs' document, and understand and agree to the content of this.

I/We have been given a copy of the 'Customer Privacy Notice' (GDPR) document and understand and agree to the content of this.

**Part 1.**  
**Initial Fees – Adviser Charge or Agreed Fee or Commission**

We have agreed for the firm to be remunerated as follows:

- An adviser charge as a percentage of the amount invested or transferred
- A fixed fee
- By commission
- By a combination of the above – please state .....

Payment Method:

Agreed Amount by Deduction from the investment/transfer amount*	£	%
Agreed Amount due in instalments:	£	
Payable over how many months (state breakdown):		
OR Directly by cheque or BACS payment (insert agreed amount):	£	

\*Where a percentage is agreed for transfer work, and the amount received on transfer is more, the actual amount received will be more. Equally if the transfer amount is less, we will receive less.

**Part 2.**  
**Ongoing Charges or Fees**

**We do not require any ongoing services (transaction service only)**

**OR**

**We will require an ongoing annual review service**

For this we have agreed for the firm to be remunerated as follows:

- By a percentage of the amount invested or transferred
- By a fixed fee
- By commission
- By a combination of the above – please state .....

Payment Method & Regularity:

Agreed Amount by Deduction from the investment/transfer amount*	£	%	Monthly/ Annually
OR Directly by cheque or BACS payment (insert agreed amount):	£		Monthly/ Annually
Agreed Amount due in instalments:	£		
Payable over how many months (state breakdown):			

\*Where a percentage is agreed the actual amount will vary depending on the value of the investment. For example, if the investment value is £50,000 and the agreed fee is 0.5% per annum, then we will receive £250 pa. If the fund value falls to £40,000, we will receive £200pa. If the fund value increases to £60,000 we will receive £300pa.

- Please tick this box if you do not consent to us or any company associated with us processing any such sensitive data.
- Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.

I/We are aware of the costs of the Adviser Charge or Fee or Commission and agree to the method and timing of these. If we have requested the ongoing services we also agreed to the charges as shown above.

I/We understand that where payments are agreed to be taken from the product, but then insufficient funds are available to meet them, then we agree to pay any outstanding adviser charges or fees or commission to Ferguson Law Financial Services Ltd.

Customer Name(s)		
Customer signature(s)		
Date of Issue		Issued By: