

Client Agreement - Part 1: Terms & Conditions

1. INTRODUCTION

This agreement sets out the terms under which we will provide our services to you. Part 1 – Terms & Conditions sets out our respective obligations and Part 2 - Services and Charges provides an overview of services we have agreed to provide, our charges for delivering those services and payment methods. It is therefore important that you read them both fully. If there is something that you do not understand please ask us to explain it.

Premier Benefit Solutions Ltd trading as Premier Wealth Planning is a financial planning business, focussed on helping you understand and plan for your financial future. We are also able to act on your behalf in advising you on investments and non-investment insurance contracts. We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. Following our initial discussion, should you decide to go ahead there is a cost for our advice and services.

2. OUR SERVICES

The services that you have selected and the charges for those services are confirmed in Part 2 – Services and Charges. We agree to provide the services selected and you agree to pay us for those services.

We offer both **initial** and **ongoing** services. Any products we have arranged for you will only be kept under review as part of an agreed ongoing service for which you agree to pay. Our ongoing services are optional, however where you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.

Ongoing services as detailed in the agreement Part 2 - Services and Charges can be cancelled at any time by informing us in writing (see section 6-cancellation) but please note that we reserve the right to charge you for services we have provided before to cancellation.

3. COMMENCEMENT

This agreement shall commence once it has been signed by all parties and shall remain in force until terminated in accordance with Section 6 – Cancellation below.

4. OUR OBLIGATIONS

Our Recommendations

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 or areas of financial planning you would be willing to consider. This may though have a bearing on the advice that might have been given.

Before making any recommendations we will carry out a suitability assessment so that we are able to act in your best interests. Where you are a legal person or a group of two or more natural persons or where one or more natural persons are represented by another natural person, we will need to determine who is the subject of the suitability assessment and how this assessment will be done in practice, including from whom information about knowledge and experience, financial situation and investment objectives should be collected. The reason for assessing suitability is so that we can act in your best interests.

We will confirm to you in writing the basis of our recommendations (our suitability report) along with details of any special risks that may be associated with the products or investment strategies we have 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 annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and current to enable us to update our records as part of the review. 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 literature provided to you.

As part of our service we may decide it's appropriate to recommend holding some or all of your investments with a Discretionary Fund Manager (DFM), a professional manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we will explain the respective responsibilities of ourselves and the DFM in relation to your investments.

In some circumstances we may need to act as your 'agent' in relation to the part of your portfolio held with a DFM. This means that you won't have a direct contractual relationship with the DFM and the DFM will instead treat us as its client. Before setting up this type of arrangement we'll explain the implications to you.

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.

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.

Conflict of interests

We will endeavour always to act in the best interests of you, our client. However, circumstances can arise where we or one of our other clients may have some form of interest in 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 interests, 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. A copy of our conflicts of interest policy is available on request.

Communicating with you

Our normal methods of communicating with you are by telephone, post, e-mail, SMS text 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 assist us in improving our services and in the interest of security, we will record and may monitor your telephone communications or conversations with us.

5. 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 about your circumstances, needs 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

These are noted in the agreement Part 2 - Services and Charges along with your obligations in this respect.

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 discussion with us to a solicitor or accountant.

6. CANCELLATION

Ending this agreement

You or we may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will take effect from the date of receipt. Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing. You will be liable to pay for services we have provided before cancellation and any outstanding fees, if applicable.

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.

7. USEFUL INFORMATION ABOUT OUR SERVICES

Who authorises us to advise you

Premier Wealth Planning is a trading style of Premier Benefit Solutions Ltd which is authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN.

Our Financial Services Register number is 460880. Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

Unless we tell you otherwise, we will treat 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.

What if things go wrong?

If you are unhappy with our advice or any aspect of our service, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns. If you wish to register a complaint, please contact us:

In writing: To the Compliance Officer at Premier Wealth Planning
AMP House, Dingwall Road, Croydon, Surrey, CR0 2LX

By phone: +44 (0) 203 727 9800

By e-mail: complaints@premiercompanies.co.uk

We have a complaints procedure and 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. **Full details of the FOS can be found on its website at www.financial-ombudsman.org.uk.**

Alternatively, where your complaint relates to products or services purchased online, or by other electronic means such as by email, you may refer your complaint to the online dispute resolution (ODR) platform at <http://ec.europa.eu/odr>.

Additional piece of mind

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:

- **Investments** - eligible claims for most types of investment business are covered for up to a maximum of £50,000.
- **Insurance** - in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.

Further information is available from the FSCS at www.fscs.org.uk.

Benefits we may receive

Under the rules of our regulator the FCA, as a firm providing independent advice we are unable to accept or retain payments 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 platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests. Please ask us if you would like further details.