



WESTVIEW
FINANCIAL SERVICES LTD

Client Agreement

WestPoint, 78 Queens Road
Clifton
Bristol
BS8 1QU

Tel: 0117 3251005/07870 617496
Email: jon@westviewfinancial.co.uk

Unit 14 Westway Business Centre
Marksbury
Bath
BA2 9HN

Tel: 01225 580883/07789 690336
Email: michael@westviewfinancial.co.uk

www.westviewfinancial.co.uk

This document is 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.

Westview Financial Services Ltd is an appointed representative of Pi Financial Ltd, which is authorised and regulated by the Financial Conduct Authority.

Westview Financial Services Ltd is registered in England. Registered number is 9618043.

Pi Financial Ltd is registered in England. Registered number is 3556277.

Registered address: Morfe House, Belle Vue Road, Shrewsbury, SY3 7LU.

OUR SERVICES

PENSIONS AND INVESTMENTS

At Westview Financial Ltd, we provide an independent advice service, making our recommendations based on your needs and analysis of the market.

Discovery Meeting: We offer you an initial meeting to understand in broad terms your goals, needs and objectives and to agree with you whether our services are right for you.

Analysis: We will conduct an in-depth analysis of your circumstances and future objectives:

- Evaluate and adopt existing arrangements.
- Collect relevant facts to understand your current position.
- Establish your Income, Retirement and Protection objectives.
- Establish your tolerance to risk and required liquidity.

Recommendations: We will advise you on how realistic your goals and objectives are and how best to plan to attain them:

- Interpret your financial objectives.
- Collect the data needed to produce your financial plan.
- Establish a suitable Asset Allocation to match your attitude towards investment risk.
- Consider Tax planning opportunities.
- Construct a suitable Investment Portfolio.
- Present and agree your Financial Plan.

Implementation: Once you have agreed your Financial Plan, we will implement the recommendations. This will consist of:

- Help with completion of any paperwork.
- Establish the new arrangements.
- Process all documentation.

Monitor: We provide an ongoing review and advice service on an annual basis. We will:

- Review whether your financial strategy is on course to achieve your goals and objectives.
- Evaluate your investments and rebalance your asset allocation (where appropriate).
- Advise on any legislative changes which could affect you or new developments which could benefit you.

MORTGAGES

Recommendations will be made using the above process, making recommendations based on your needs and products available in the market. We will not recommend products that you can only purchase by going direct to a lender. 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.

You may have the option of a further advance from your existing lender, however, we will only consider this where we are able to deal directly with the lender on your behalf. It may be in your best interests to explore this option and look at the further alternative of an unsecured loan, as these may be more appropriate for you.

INSURANCE - Non-investment protection contracts

We offer advice regarding non-investment protection products such as term assurance, income protection and critical illness from a range of insurers. We will provide you with advice and arrange the contract on your behalf after an assessment of your personal needs and circumstances.

HOW WE CHARGE FOR OUR SERVICES

YOUR PAYMENT OPTIONS

Following our initial discussion (for which there is no charge), we will discuss your payment options with you and agree with you how we will be paid.

We offer a variety of methods by which we can be remunerated, so that you can select the method that best suits your needs. We will discuss your payment options with you and answer any questions you have:

Lump Sum Payment: You can pay our adviser charges by cheque, standing order or direct debit instruction; such payments are to be made to our parent organisation 'Pi Financial Ltd'. We do not accept payments by cash. Our charges will become payable on completion of our work and should be settled within 28 business days. You will be provided with a receipt upon payment.

Fee Facilitated by Platform/Provider: You can also pay our adviser charges via deductions from the financial product(s) that you may invest in, where the product/platform provider allows this. Please note that if you choose to pay by deduction from a financial product, this will reduce the amount left for investment and may, depending on your circumstances, have other consequences. If you select this option, we will discuss the implications of this with you prior to implementation.

If your investments are held on a platform, you may choose to pay our adviser charges out of the funds held with the platform cash account (where the platform provider offers this facility). If this method is selected it is important that sufficient funds are maintained in the account to cover our adviser charges as and when they become payable. We will discuss the implications of using this payment option with you prior to putting it in place. Please note a minimum charge may be applied

even if you choose not to invest in a product. We reserve the right to charge you for services provided prior to cancellation.

Paying by Instalments (regular premium contracts only): Where you invest in a regular premium contract e.g. where contributions are made on a monthly, quarterly or annual basis, you can choose to pay your adviser charge in instalments. (Please note that the option to pay in a single payment is still available). Our normal approach will be for the payment to be spread over a maximum of 12 months. Exact details will be confirmed in writing to you.

Where you are investing in a product you can choose to have your adviser charge deducted from the product through instalments (where the product / platform provider can offer this facility). Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product. These deductions could reduce the amount left for investment and may, depending on your circumstances, have other consequences. If you select this option, we will discuss the implications of using this payment method with you prior to putting it in place.

Where you have opted to pay our adviser charge by instalments, these payments are linked to the on-going payment of regular contributions into your plan (until the agreed adviser charge has been paid in full). If the regular contributions to your plan are not maintained, we reserve the right to request full payment of any outstanding balance of the charges for our services, (until the agreed adviser charge has been paid in full).

We will not charge you until we have agreed with you how we are to be paid. We will also tell you if you must pay VAT and if there are other costs that might arise in connection with the services we provide.

THE COST OF OUR ADVICE

THE COST OF OUR INVESTMENT AND PENSION SERVICES

We can provide advice on a percentage basis, using an hourly rate or we can charge a fixed fee.

Percentage Basis: The initial charge that will be levied on pension and investment business, with the exception of regular premium contracts, will be **3%** of the investment amount.

For example: based on an investment of £100,000 our charge = £3,000

Regular Contribution Investment and Pension Contracts: We charge **20%** of the first years anticipated annual contributions.

For example: if you pay £100 per month into an Investment, our charge = £240

Fixed Fee: We can charge a fixed fee which will be dependent on the complexity of the work. For example, in order to provide advice on a defined benefit pension transfer we charge a **minimum fee of £5,000**.

Should you wish us to work on an hourly rate basis, it is subject to a **minimum fee of £450**. Where we use, or refer to hourly rate fees, our current rate is **£150 per hour**.

THE COST OF OUR MORTGAGE SERVICES

We do not normally charge you an adviser fee. We will receive and retain a commission from the lender when your mortgage completes. This amount will be confirmed by the lender in their disclosure document. This is subject to us receiving a **minimum commission of £450**. If

the commission received is below the minimum, then we will charge you to make up the shortfall. This can be paid directly, or at your request, can be added to the mortgage.

Should you wish, you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.

THE COST OF OUR PROTECTION SERVICES

You can pay for our advised protection services by fee, commission or a combination of these.

In relation to non-investment protection contracts, if you wish us to work on a fee basis the fee will be based on an hourly rate basis subject to a **minimum fee of £450**. Any commission can be used to offset this fee. Any surplus will be refunded to you. Where we use or refer to hourly rate fees our current rate is **£150 per hour**.

Where we are paid by commission, we will tell you the amount before we carry out any business for you.

In respect of any regular premium policy which we have arranged for you, 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. We will confirm in our suitability report, the exact amount that will need to be repaid by you and the timescale over which it will need to be repaid.

OUR ONGOING SERVICES

We can offer you two levels of ongoing service. These are designed to provide periodic reviews to ensure that your financial strategy remains on course to achieve your goals and objectives, as follows:

WESTVIEW WEALTH MANAGEMENT REVIEW SERVICE (for investments of £40,000 and above)

For the **annual sum of 1%** of funds under management, you will receive the following service:

- A minimum of one annual review meeting (if appropriate).
- Written Portfolio Valuations (at agreed intervals).
- Annual review of your financial strategy with Westview Financial Services Ltd including a financial health check.
- Monitoring and evaluation of original investment funds including re-balancing of asset allocation (where appropriate).
- Review of other investment opportunities upon request.
- Ad-hoc contact with Westview Financial Services Ltd when new products/services may be of relevance.
- Review of your documents to minimise paperwork wherever possible.

The Westview Wealth Management Review Service is subject to a **minimum of £400 per annum**. For example, based on funds under management of £100,000 our annual fee would be £1,000.

Payments for the above services can be made either by regular fee (paid by standing order) or by deduction from your investment(s) on a monthly, quarterly, six-monthly or annual basis, where the product / platform provider is able to offer this facility. These deductions could reduce the amount left for investment and may, depending on your circumstances, have other consequences. If you select this option, we will discuss the implications of using this payment method with you prior to putting it in place.

Ongoing services can be cancelled at any time by simply informing us in writing. Please note that we reserve the right to charge you for services provided prior to cancellation.

BASIC FINANCIAL REVIEW SERVICE (for investments up to £39,999)

For the **annual sum of 1%** of funds under management, you will receive the following service:

- Telephone contact with your adviser once a year to review and update your financial plan.
- Review of other investment opportunities upon request.
- Ad-hoc contact with Westview Financial Services Ltd when new products/services may be of relevance.

The Basic Financial Review Service is subject to a **minimum of £150**. For example, based on funds under management of £30,000 our annual fee would be £300.

We do provide a certain level of service to all our clients, at no extra cost:

- Access to Westview Financial Services Ltd during business hours.
- Maintain your file securely.
- Deal with correspondence received from you or your product provider.
- Provide you with information held on file at your request.

REGULATORY INFORMATION

WHO REGULATES US

Westview Financial Services Ltd is an appointed representative of Pi Financial Ltd, Company Number 3556277, which is authorised and regulated by the Financial Conduct Authority (“FCA”), the independent watchdog that regulates financial services in the UK.

Westview Financial Services Ltd is registered in England, Company number 9618043. Registered address 609 Fishponds Road, Fishponds, Bristol, BS16 3AA. FCA register number 710110.

Pi Financial Ltd is registered in England. Registered address: Morfe House, Belle Vue Road, Shrewsbury, SY3 7LU. FCA registered number is 186419.

You can check our authorisation and permitted activities 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.

RESTRICTIONS AND CLIENT OBJECTIVES

Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice that we give you.

We will treat you as a retail client, unless you inform us in writing to the contrary. 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.

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 and recommendations to you in English (unless agreed otherwise).

In transmitting applications on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you. This is referred to as ‘best execution’.

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.

Please note that 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. Any ongoing service will be agreed with you and confirmed in our service agreement. We may contact you in the future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you.

CLIENT RISK

Neither Westview Financial Services Ltd nor its employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you the client to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

CLIENT MONEY

Westview Financial Services Ltd is not permitted to handle client money and we cannot accept a cheque made out to us or handle cash. Invoices will be payable to our parent organisation "Pi Financial Ltd".

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.

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 pure protection and payment protection. In most instances, you will not be able to exercise a right to cancel a mortgage contract, unless the contract is concluded at a distance (i.e. no face to face advice), at which point you may have a 14 day cancellation period.

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.

CONFLICTS OF INTEREST

Westview Financial Services Ltd offer independent advice and will endeavour always to act in the best interests of you, our client. But occasions can arise where we or one of our other clients may have some form of interest in business being transacted for you. If we become aware of a conflict with your interests, we will write to you to obtain your consent before we carry out your instructions. We will detail the steps we will take, to ensure fair treatment.

As a consequence of such potential conflicts of interests arising, we have put arrangements in place to ensure our clients are treated fairly. We have also implemented a Conflicts of Interest Policy to help us manage such risks, which you may access upon request.

OTHER BENEFITS WE MAY RECEIVE

From time to time we may attend training events funded and/or delivered by product providers and Building Societies. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Further details are available on request.

DISCLOSURE OF CHARGES/FEEs

All charges/fees will be fully disclosed to you. These will be disclosed in summary form before we undertake any work for you. The precise charges relating to any work or recommendations we make will be confirmed in your suitability report or relevant product disclosure information that is provided to you.

There is no additional cost to you for using a means of distance communication.

COMPLAINTS

In the event that you are dissatisfied with a recommendation we have made, you may be entitled to make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us:

In Writing: The Compliance Director
Pi Financial Ltd
Morfe House
Belle Vue Road
Shrewsbury
Shropshire
SY3 7LU

By Phone: 01743 282222

By Email: compliance@pifinancial.co.uk

For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS') at www.financial-ombudsman.org.uk or by contacting them on 0800 0234 567.

Please be assured we treat complaints very seriously.

THE FINANCIAL SERVICES COMPENSATION SCHEME

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.

Deposits: from 1 January 2016 deposit limit for bank accounts will be £75,000.

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 & Pensions: advising and arranging is covered for a maximum of 100% of the claim, without any upper limit.

Mortgages: advising and arranging is covered up to a maximum limit of £50,000.

Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk/consumer.

DATA PROTECTION

The information you have provided is subject to the Data Protection Act 1998 (the “Act”). By signing this document, you consent to us or any company associated with us for processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

“Processing” includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case, we will take reasonable steps to ensure the privacy of your information.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions; religious or similar beliefs; sexual life; or your membership of a Trade Union.

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 on: 01743 282222 or in writing at Pi Financial Ltd, Morfe House, Belle Vue Road, Shrewsbury, SY3 7LU.

You can 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.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum,) for supplying you with such data.

DISCLOSURE OF CLIENTS PERSONAL DATA

Your personal information is very important to us. We will endeavour to take all due care to protect this information. We would like to highlight below a few matters relating to your information that you should be aware of.

Some services are provided to Westview Financial Services Ltd by third parties such as processing business or obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details. You agree that personal information held by ourselves may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to any such third parties. You also agree that this information may be transferred electronically, e.g. e-mail and you agree that we, or any such third party, may contact you in future by any means of

communication which we consider appropriate at the time.

Product providers and lenders may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of data protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act even when your personal information is processed outside Europe.

FORCE MAJEURE

Westview 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.

ANTI-MONEY LAUNDERING

In common with Solicitors, Accountants, Banks, Building Societies and other financial firms, we are subject to certain laws and regulations to prevent money laundering and terrorist financing.

To comply with our legal obligations, we must check the identity of clients (and their beneficial owners). You agree to provide all information as we may reasonably require in order to do so. We may cease to act for you if you fail to comply with the above, or we are

unable to obtain this information from another independent reliable source. For this purpose, we 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 agreement is governed and shall be construed in accordance with the Law of the United Kingdom and the parties shall submit to the exclusive jurisdiction of the UK Courts.

TERMINATION OF AUTHORITY TO ACT

The authority to act on your behalf may be terminated at any time without penalty by either party giving notice in writing to that effect to the other and will take effect from the date of receipt. Termination is without prejudice to any work already initiated which will be completed according to the Client Agreement unless otherwise agreed in writing. You will be liable to pay for any work completed prior to termination and any fees outstanding, if applicable.

CLIENT DECLARATION

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

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:

Initial Services to be Provided	Details of Agreed Fee
Ongoing Services to be Provided	Details of Agreed Fee

I/We are aware of the costs of the services and agree to the amount and timing of these. My/Our preferred method of paying these costs is (please tick as appropriate):

By direct payment	
By deduction from investment / pension product	
By inclusion on the mortgage loan	
By commission from the provider	

You must be aware that adding our fees to the mortgage loan will increase the total amount you pay over the term of that loan as the lender will apply their interest charges to this amount.

	Client 1:	Client 2:
Date of Issue:		
Client Name:		
Client Signature:		
Date:		