

Client agreement



Elementary Investments

268 Bath Road, Slough SL1 4DX

Elementary Investments is authorized and regulated by the Financial Conduct Authority (FCA number 832767).

- This document sets out the terms of business between our firm and its clients.
- Either we or you can end these terms at any time without penalty unless agreed otherwise. This will not affect any outstanding transactions being carried out on your behalf.

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CONFIRMATION OF OUR ADVICE AREAS

Insurance	
<input checked="" type="checkbox"/>	We will advise and make a recommendation for you after we have assessed your needs for Life Assurance, Critical Illness and Income Protection.
<input type="checkbox"/>	You will not receive advice or a recommendation from us. We may ask some 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.
Investment	
<input checked="" type="checkbox"/>	Advice – We will advise and make a recommendation for you after we have assessed your needs.
<input type="checkbox"/>	No advice – You will not receive advice or a recommendation from us. We may ask some 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.

CONFIRMATION OF WHOSE PRODUCTS WE OFFER

Insurance	
<input checked="" type="checkbox"/>	We offer Life, Critical Illness, Income Protection and Whole of Life Insurance products from a range of insurers.
<input type="checkbox"/>	We offer Life, Critical Illness, Income Protection and Whole of Life and Insurance products from a panel of leading insurers. Ask us for a list of insurers we offer insurance from.
Investment	
<input checked="" type="checkbox"/>	Independent advice – Our recommendations will be based on a comprehensive and fair analysis of the market and include a sufficient range of financial instruments, structured deposits, National Savings and Investments, cash ISAs and other retail investment products.
<input type="checkbox"/>	Restricted advice – Our recommendations will be limited to suitable investment and pension products from a panel of leading investment companies. We will be happy to provide you with a list of the companies on the panel at your request.

WHAT YOU WILL PAY FOR OUR SERVICES

Insurance	
<input type="checkbox"/>	A fee.
<input checked="" type="checkbox"/>	No fee for Life Assurance, Critical Illness and Income Protection. We will be paid by commission from the company.
You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.	
Investment	
<input checked="" type="checkbox"/>	Standard fees – where you wish to take advantage of our full advice process, or our ongoing service options. These are shown by way of implementation and ongoing service fees, and it is likely that no VAT is due on these fees.
<input checked="" type="checkbox"/>	Ad hoc fees – where you do not wish to subscribe to an ongoing service, or where you want specific advice or project work. In certain circumstances VAT may be due on these fees.

OUR FEES

As your adviser we will be paid by you for the advice we give you both initially and ongoing.

Preliminaries

Initially we will need to understand your circumstances and objectives, your attitude to investment risk and then we will be able review your existing investments. We will comment on their suitability or otherwise and make some general recommendations. We will need to go through the anti-moneylaundering checks with you before putting the above information onto our back office system.

Our standard fee for doing this work is £1,250 but for complex cases it may be higher. It is also possible that this initial fee may be lower, where it is clear that the advice required relates to a specific, relatively straightforward topic. We will confirm the exact amount of this fee to you in writing, and will start work on your file once we have your agreement.

The next stage

Implementing investment recommendations

As with most investments there is a risk of loss, especially in the short-term (over periods of less than five years). If you need access to your money in the very short-term, then holding it in a risk-free bank account could be the right course of action. We will discuss these options with you, as well as providing a detailed suitability report for you to read in your own time, before we implement our recommendations. This will help ensure you understand the advice you have been given. Of course, if you have any questions we will be happy to help. You are not obliged to implement any of our recommendations. However, we may still charge a fee for our advice. We will confirm this in writing to you before undertaking any work.

When we arrange an investment for you it will typically be made into a collective investment fund, and where appropriate we may recommend a model portfolio service (MPS), which monitors and adjusts the balance of your portfolio on a regular basis. MPS providers offer a range of different investment strategies, so we will recommend one that aligns with your attitude to risk and the period of time you wish to invest for.

The underlying funds will typically be bought via an investment platform that we recommend for you. Once we have completed the advice process the investment will be made for you in a timely manner, and in accordance with our best execution policy. For example, for the majority of collective investments, they will be bought or sold at the next valuation point (typically 12.00 midday) the next business day, after the instruction has been received by the platform.

Once we have agreed on an appropriate recommendation we will provide you with full details of the investment fund, platform, MPS provider as relevant and all the associated costs.

INITIAL FEES AND TYPES OF SERVICE

Percentage of amount invested

In respect of lump sum investments and single premium pensions the fee is calculated according to the size of the transaction, as set out below:-

Initial fees:

When our work involves investing a lump sum of money, our charges are:

- 3% of the investment amount. *

For regular contributions we do not charge an initial fee.

The charges outlined above are raised when an investment is made and no VAT is normally due on these fees.

NB Where the contribution into a single investment exceeds £1m, the initial fee is discounted to 2%.

1) Transactional

Our transactional service applies to a one-off piece of business with no follow-up on our part. There is no commitment to review the suitability of the investment, and a review if you required it would be at your request. An example of this type of situation might be where we arrange a conventional annuity for you. If however you do require advice subsequently then our financial review fees would apply. There may also be further administrative costs, which we would advise you of before undertaking the work.

2) On-going services and fees

Set out below are the detailed elements for the indicative levels of ongoing service that we deliver to our clients. Our fee for these services can be seen below.

Where your portfolios grow in terms of value, and potentially complexity, these need to be managed and reviewed appropriately. Building on our annual review services, this offering has more frequent reviews and opportunities to ensure you are kept informed of performance, and that your plans are maintained in line with your circumstances and objectives. This may well include consultations with other specialist advisers.

At a review, we will cover the following:

- Assessment of your personal circumstances
- Review of your goals and objectives
- Reassessment of your attitude to investment risk/return and market sectors (asset allocation)
- Review of investment performance and holdings
- Valuations and investment commentary
- Where appropriate, recommendations in order to keep your plans in line with your objectives

The service can include recommending changes to existing investments to help meet your goals at an acceptable level of investment risk, providing fund analysis and valuations and a wide range of associated ad hoc services.

Ongoing servicing

Annual review meeting Updating your file: objectives, circumstances and risk profile. Checking ongoing product suitability Adapting your planning with fresh recommendations as required
Annual valuation of your plans with interim valuations on request
Ad hoc meetings and interim reports
Option of an annual telephone review of your planning
Investment performance review
Review of protection needs
Unlimited telephone and email access to your adviser
Tax efficient investment advice to mitigate income, capital gains and inheritance tax liabilities
Keeping you updated with information regarding taxation and investment matters
Cashflow modelling (taking into account income requirement expenditure/inflation/investment growth/taxation)
Managing trust arrangements, registration of trusts and ensuring details are up to date on the Trust Registration Service website
Liaising with other professional advisers: eg legal, mortgage and accountancy. Making recommendations to our trusted associates as relevant
File maintenance and retention: Ensuring ongoing compliance with Anti-Money laundering regulations Vulnerability assessment Consumer Duty obligations

Annual service charge 1%

Please note that as the fee is based on the investment value, the actual amount we receive will increase or decrease in proportion to any increase or decrease in the value of your portfolio.

Unless otherwise agreed you may cancel this agreement at any time without penalty. We similarly reserve the right to cancel the agreement without notice. Any fees or obligations pending at the time of cancellation would remain in place and be covered by the agreement.

Example of on-going fees

If we look after you via our ongoing service and your investments are valued at £250,000, our charge is 1%. Therefore the annual payment to us will be £2,500. This fee is normally deducted monthly.

The elements that make up your ongoing servicing package are subject to alteration. We will notify you in advance and in writing if any of these aspects change.

Impact of Fees

When you make an investment there will be costs involved which will impact on your investment returns. These costs will typically comprise of the platform charge, the fund manager's charge and our advice fee. As a typical example these charges may amount to 2% of the underlying investment a year, so your investment return will be reduced by this amount each year. Your personalised illustration will clearly show the actual costs that will apply to your investment.

OTHER IMPORTANT INFORMATION WE FEEL YOU OUGHT TO KNOW

If you are not happy with our service

If you have a complaint about your adviser or any financial advice you have received from your adviser please contact us in writing at the following address:

Elementary Investments
Complaints Department
268 Bath Rd
Slough SL1 4DX

info@elem-inv.com

Tel: 01753 531 994

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

The Financial Ombudsman Service can be contacted as follows: The Financial Ombudsman Service, Exchange Tower. London E14 9SR

Telephone: 0300 1239123

Email: complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

Our regulator - The Financial Conduct Authority

We are regulated by the Financial Conduct Authority. Our FCA reference number is 832767

You can check this on the FCA's Register by visiting the FCA's website www.FCA.org.uk/register or by contacting the FCA on 0300 500 8082.

Client classification levels for your protection

The FCA has rules which affect the rights you have as a customer.

We classify all our individual customers as retail customers. The range of financial products and investments we recommend are tailored to meet the needs of retail customers. You will have rights under the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS). These rights will apply to the provision of the advice we provide.

In most cases these rights will also apply to the products we recommend. However there are some exemptions for specialist products such as Enterprise Investment Schemes and Venture Capital Trusts. Your adviser will let you know if the product recommended will not have rights under the FOS or FSCS.

There are other classifications of customer that don't have these rights. These are "professional" customers and "eligible counterparties".

You have the right to be classified as a professional client. Should you feel you have the skills knowledge and experience to be a professional client and don't wish to have the same protection afforded to retail clients, please let us know and we will complete the forms necessary to reclassify you.

If you have any questions regarding your classification (e.g. if you are a large company), please request clarification from us or write to the Financial Ombudsman Service and FSCS.

Non-advised transactions

- a) We do not undertake execution only business under any circumstances
- b) We do not undertake insistent client business under any circumstances
- c) If you wish to self-select investments and instruct a platform provider to make investment purchases on your behalf, then the portfolio in question will be partitioned and you are responsible for monitoring your investment selections yourself. You must advise us in advance of any such transactions

Client money

We do not handle client money. We never handle cash and will only accept a cheque made out to us in settlement of advice and service fees. Our preferred method of payment is via bank transfer.

Your duty of disclosure

Any financial advice we provide will be based on your personal financial circumstances and objectives. It is important that the information you give us is both accurate and a true reflection of your current circumstances.

It is your responsibility to provide complete and accurate information to a provider (a provider being for example, an organisation that provides insurance or investment related plans).

It is important that all statements made on any proposal form, or on any additional documentation are full and accurate.

Please be aware that if you fail to disclose any relevant information, or any change of circumstances to a provider, then the terms of your desired plan may be invalidated (e.g. an insurance claim may not be paid). We strongly recommend that the information you provide is checked thoroughly prior to submission.

Investment advice and scope of recommendations

Any investment advice your adviser provides will be based on your personal financial circumstances and objectives. We will confirm these and the reasons for any recommendation in a suitability report.

If you have asked for any restrictions on the types of investment or the markets you wish to invest in, these will be confirmed in the suitability report. We will always make it clear when products are not regulated and advise you of your rights.

Paying for advised services

Where payments are facilitated through a product, this will impact the actual amount remaining invested. Payment of the initial advice and ongoing service fees facilitated by the relevant product providers or platform administrators will be as a percentage of contributions invested or of the funds under management as at the anniversary of the initial investment. As such, the cash equivalent amount will vary depending on the value at the time.

Providers/platform administrators will detail the specific process they operate to facilitate a fee in their literature. If you opt to pay the adviser charge directly (not through a product) an invoice will also be provided, which must be settled within 14 days of issue (we reserve the right to charge interest on late payments at a rate of 3% above bank base rate).

Full details of the final advice will be provided in the suitability report. Full details of any future service fees will be provided in the suitability report prepared for you by your adviser. You may also be asked to sign and return a copy of the suitability report to confirm your understanding and acceptance of the arrangements.

Cancellation / Termination of authority

The ongoing service fee or our authority to act on your behalf can be cancelled at any time without any penalty by email or post using the contact details provided. These methods ensure we have an audit trail for your instruction. You will be responsible for cancelling any instructions from your bank. If the fee is being taken from your investments we will endeavour to instruct the provider, platform or discretionary fund manager to stop the fee within 5 working days of receiving your instructions and refund any overpayment if we are unable to meet this commitment.

You may ask us for an updated estimate of your advice fee at any time and you may ask us not to exceed a given amount without checking with you first.

Investment advice refunds

Our standard policy is that in circumstances where this agreement is terminated, a recommendation is not followed through to implementation, or a product arranged is cancelled at any time, no refunds will be given and all work undertaken will be billable and due. Please note that this does not affect your statutory rights or ability to complain.

If you cancel your investment(s) in the cooling off period the fee will no longer be due unless a minimum fee is stated in this terms of business letter or associated adviser charging agreement.

Language

Unless agreed by us at outset all communication will be completed in English.

Overseas permissions

Financial planning and protection advice: all advice will be conducted in the UK. We do not have permissions to give advice when either you or I are located in any overseas location regardless of whether that location is in the European Economic Area (EEA) or not.

Timing of reports

Financial Planning and protection advice: we will send you a suitability report setting out the reasons for our recommendation at the time of the recommendation and where applicable before implementing any advice that I have recommended.

Declaration of other interests

To ensure that customer interests are always put first, we operate a robust conflict of interest and inducements policy. If a potential conflict of interest does arise it will be actively managed, and we have arrangements in place to ensure that all our clients are treated fairly. If we feel that our interests conflict with yours, you will be contacted and we will obtain your consent to proceed.

Our loans and ownership

Elementary Investments is a privately-owned company. It has no loans or debts of any kind.

Addressing financial crime

All transactions relating to the services provided by us are covered by Anti Money Laundering Regulations and the Proceeds of Crime Act 2002. The FCA also requires that we have appropriate measures in place to prevent the furtherance of financial crime.

Our responsibilities include but are not limited to verifying the identity and address of our clients and any third party making payments on their behalf. If required you must supply proof of your identity in accordance of the above regulations. Identity verification checks may include electronic searches of the electoral roll and the use of credit reference agencies, which will result in a soft foot-print on your credit records.

This foot-print is not visible to other financial service providers and does not affect your credit rating in any way. In accordance with the Data Protection Act 1998 acceptance of these terms and conditions represents your permission for us to access this information.

Financial Services Compensation Scheme (FSCS) Current limits

We are covered by the 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. i.e. it differs for investments, insurance and bank accounts.

- Insurance: Insurance advising and arranging is covered without any upper limit.
- Investment: Most types of investment business are covered up to a limit of £85,000.
- Deposits: Bank type deposits are covered up to a limit of £85,000 per institution.
- Further information about compensation scheme arrangements is available from the FSCS.

Legal jurisdiction

All of the agreements we provide are governed and construed in accordance with the laws of England and Wales. In relation to any dispute, for your protection you agree to submit to the non-exclusive jurisdiction of the English courts.

The Data Protection Act 2018

The personal information you provide will assist your financial adviser in offering you the best advice as required by the Financial Services and Markets Act 2000. The personal data you provide will be used and stored in accordance with the Data Protection Act 2018 which incorporates the requirements of the General Data Protection Regulation (GDPR) into UK legislation. Before collecting any data from you, you will be issued with a Customer Privacy Notice and will be asked to agree to the collecting, storing and use of your special category data.