

## TERMS OF ENGAGEMENT

To be read in conjunction with our Client Service Agreement and Keyfacts document.

This document sets out the terms under which we will provide our services to you, so it's important that you read it fully and in conjunction with our **Client Service Agreement (what we do and how we charge)** document. If there's something you don't understand please ask us to explain it.

### 1. Our Obligations

#### Our Recommendations

- Before providing advice we will 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 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.
- We will confirm any recommendations that we make in writing through our Client Suitability Report 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 you retain, we will 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 will 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 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 will be provided in the relevant product literature.

#### Mortgages

- We do arrange mortgages for clients. If this is a service you require we will provide you with a separate Terms of Engagement.

#### Equity Release

- We do arrange equity release products for clients. If this is a service you require we will provide you with a separate Terms of Engagement.

#### 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 will 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 will 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 will 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 will write to you and ask for your consent to proceed before we carry out any business for you. We will also let you know the steps we will take to make sure you are treated fairly.
- We have a conflicts of interest policy. If you want to see a copy of it please ask us.

## Protecting Personal Information

- To provide our services properly we will need to collect information on your personal and financial circumstances. We take your privacy seriously and will only use personal information to deliver our services. For further details on how we process personal data, please refer to our Keyfacts document about protecting your personal information.

## Communicating With You

- Our normal ways of communicating with you are by telephone, 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 misunderstandings now or in the future.

## 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 may record and may monitor your telephone communications or conversations with us.
- Copies of our telephone recordings will be available on request, for a period of 5 years after the recording was made.

## 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 is 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 this agreement you are agreeing to pay the charges for our services as set out in our Client Service Agreement. We have various payment methods and these are covered in the Client Service Agreement. We will tell you if any payments are subject to VAT.
- Our **initial charges** are payable once we have completed our agreed work and must be settled within twenty business days.
- If you are paying our **initial charges** by instalments, which only applies when you have taken out a regular contribution contract, it's important that you make payments as agreed. If you miss a payment, or cancel the contract from where the payments are coming from, we will send a separate invoice for the missed amount.
- In some circumstances (for protection planning business) we may receive a commission payment from a product provider and the commission payment may be offset against the charges you owe us for our services. If the commission payment relates to a regular premium policy and you stop paying those premiums,

we may be obliged to refund some or all of the commission received back to the product provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.

- Any products we have arranged for you will only be kept under review as part of an ongoing service for which you have agreed to pay. Our ongoing services are optional, but if you agree to purchase an ongoing service, the ongoing service will be provided as a follow up to the initial service.
- Our charges for **ongoing** services will start alongside the initial charge and are paid at least monthly if taken as a percentage of funds under management. If paying directly, i.e. by cheque, BACS, Faster Payment Service, our charges are payable within twenty business days of the end of the relevant period.
- **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 percentage 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 will discuss and agree this with you where relevant.

### 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

- We may terminate this agreement at any time by giving you at least twenty business days' written notice.
- You 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 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 where it's not necessary to issue a new agreement. Where this occurs, you will be provided with the latest version when your adviser next contacts you.

### 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?

Teachers Financial Planning Limited is an appointed representative of LJ Financial Planning Limited, firm reference number 429142, which is authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. [www.fca.org.uk](http://www.fca.org.uk). Our firm reference number is 552276.

- Our permitted business is advising on and arranging pensions, savings and investment products. For non-investment insurance contracts and mortgages we will provide you with separate Terms of Engagement and Client Services Agreement documents.
- 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 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 services, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns.
- **Telephone:** 01925 637891
- **Email:** [enquiries@ljpg.co.uk](mailto:enquiries@ljpg.co.uk)
- **In writing:** Complaints Officer, LJ Financial Planning Ltd, 750 Mandarin Court, Warrington, WA1 1GG
- 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 a financial services business and the client. Full details are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Additional Peace 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 related to most types of investment business are covered for up to 100% of a claim up to a maximum of £85,000 per eligible person per firm.
- **Insurance** – in the majority of cases, eligible claims related to 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](http://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 or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enable us to improve 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 want further details.

### Discretionary Fund Manager ("DFM")

The following specific declaration will only apply if a discretionary fund manager is recommended or introduced to you as part of the financial planning recommendation we make to you for direct investments that involve the DFM providing an Investment Management Agreement ("IMA") and adhering to the scope of the IMA at all times.

- I confirm Teachers Financial Planning Ltd is authorised by me to act as my agent and on my behalf in selecting a discretionary management service. This authority includes acting, generally, in relation to the management of my money and specifically entering into discretionary investment management agreements and giving instructions in connection with investment mandates offered by discretionary managers. I understand that Teachers Financial Planning Ltd will become the client of the Discretionary Fund Manager.

**5. Declaration**

- I/We acknowledge that this agreement will come into effect once it has been signed by all parties 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.

Date of Issue:

**Client:**

Name(s):

Signature(s):

Date:

**Client:**

Name(s):

Signature(s):

Date:

**Signed on behalf of Teachers Financial Planning Ltd**

Name(s):

Signature(s):

Date: