

## ABOUT US

Our fees, services and client agreement

SMITH OSBORNE ASSOCIATES LTD

1, HYDE GARDENS, EASTBOURNE, EAST SUSSEX. BN21 4PN

**We are required by our regulator to provide you with details about our services and the cost of these services. This document is intended to comply with all of these requirements. Please read this document carefully and if you do not understand any point please ask for further explanation.**

### Who Regulates Us

We are an appointed representative of IN Partnership the trading name of The On-Line Partnership Limited which is authorised and regulated by the Financial Services Authority. IN Partnership activities cover advising and arranging on investments, home finance and equity release products, and insurance contracts.

***The FSA contact details are 25 The North Colonnade, Canary Wharf, London, E14 5HS, United Kingdom.***

We will communicate to you both verbally and in any written correspondence in the English language as this is the language of our home state and has also been adopted as the international language.

### Client Confidentiality

We will hold all information about you in line with the requirements of the Data Protection Act 1998. In giving us personal information, you agree to us providing this information to IN Partnership. This is to allow us to meet with the record-keeping and regulatory requirements of the Financial Services Authority. The aim is to protect you under the Financial Services and Markets Act 2000. IN Partnership must also comply with the Data Protection Act as a Data Controller in common with us. You and your agents are able to see all information we hold relating to you at any time.

### Conflict of Interests

We will make you aware of any conflict of interest that may exist between the work we are doing for you and any of our other clients or ourselves. We must tell you about the extent of any conflict of interest that exist or that may arise and if necessary make arrangements for another company to act as your agent. Full details of our conflict of interest policy are available upon request.

### Commence as Agent

Your agreement to appoint us as your agent will apply from the date that you sign this agreement. Unless otherwise agreed in writing we will treat you as a retail client.

### Cessation as Agent

This agreement will stay in force until you or we end it or until you or we ask to change it. If you want to end the agreement, please let us know in writing at any time. If we want to end the agreement, we will write and tell you. If, at the time we cancel, we are involved in an incomplete transaction, we can decide not to complete the transaction and, if appropriate, return to you all documents relating to that transaction.

### Your Aims

We can offer you a full review service with the aim of making you aware of any shortfall that you may have within the areas of our authorisation. We will give you written details of any recommendations that are suitable or appropriate to meet any needs identified. You should let us know about any specific aims that you may have such as arranging a mortgage.

### Restrictions

You have the right to tell us not to make any particular recommendations or to exclude specific companies, products or market areas from our research where perhaps you have had a previous poor or bad experience. You need to let us know about any specific restrictions that you want to place on us.

### Rights to Cancel

We will tell you about your rights to cancel or withdraw from a contract with a product provider before you fill in any application form. We will remind you of these rights to cancel or withdraw in writing before any transaction is completed. We will also let you know if this right to cancel does not exist for an application if, by law, the company has to complete the transaction as soon as they receive the application.

## What do I do if I have a Complaint?

If you want to register a complaint, this can be done by writing to us at the address given at the beginning of this document or by telephoning us or if you wish you can contact:

**The Compliance Department, IN Partnership, On-Line House, 50-56 North Street, Horsham, West Sussex RH12 1RD.** Or Telephone: 01403 214 200 Or Email: [compliance@inpartnership.net](mailto:compliance@inpartnership.net)

If we are unable to settle your complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service at: **South Quay Plaza, 183 Marsh Wall, London, E14 9SR**

## The Financial Services Compensation Scheme (FSCS)

We contribute to the funds of the FSCS. You may be entitled to compensation from this scheme if this firm ceases to trade and, as a result of our advice, you have suffered a financial loss. This depends on the type of business and the circumstances of the claim.

### For Investments, Home Finance Products & Equity Release Products

Most types of business are covered for 100% of the first £30,000 and 90% of the next £20,000 so that maximum compensation is £48,000.

### For Insurance

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Which Service Will We Provide?	Investments	Mortgages	Equity Release	HPP	Insurance
We advise and make a recommendation for you after we have assessed your needs.	✓	✓	✓	✓	✓
You will not receive advice or a recommendation from us.					
We will provide basic advice on a limited range of products.					

Whose Products Do We Offer?	Investments	Mortgages	Equity Release	HPP	Insurance
We offer products from the whole market.	✓	✓	✓	✓	✓
We only offer products from a limited number of companies.					
We only offer products from a single company					
We do not offer this service.					

How We Can Be Paid For Our Services	Investments	Mortgages	Equity Release	HPP	Insurance
By commission from the company selected.	✓	✓	✓	✓	✓
By a fee from yourself.	✓	✓	✓	✓	✓
By a combination of commission and fee.	✓	✓	✓	✓	✓

## How much will our services cost?

We will agree the rate we will charge you before beginning work. For Investment & Insurance our normal charge for a financial adviser is £150.00 per hour. We will tell you if you have to pay VAT.

For Mortgage, Equity Release & Home Purchase Plans our typical fee will be 1% of the loan; this fee will be confirmed in writing.

You may ask us for an estimate of how much in total we might charge, you may also ask us not to exceed a given amount without checking with you first.

When Are Fees Payable?	Investments	Mortgages	Equity Release	HPP	Insurance
On Application.			✓	✓	
On Completion.	✓	✓			✓
Other * (please state)					

\* The agreed timing will be confirmed in writing to you prior to any commencement of work.

Refunds of Fees?	Mortgages	Equity Release	HPP
A full refund if the company rejects your application	✓		
A 50% refund if we are unable to secure a deal for you.			✓
No refund if you decide not to proceed.		✓	

## Indemnification of Commission

If you agree to pay for our services using commission from a company, you agree that if we have to pay all or part of this amount back to the company because you have cancelled or otherwise ended the policy, you will reimburse any money we lose. We will inform you with the most we can ask you to pay before completing any application to which commission applies. This clause will not apply if you cancel within the 'cooling-off period'.

## Reimbursement limits

Period of Liability	1month	3 months	5 months	12 months	20 months	30 months	40 months
24 months	96%	87%	80%	50%	17%	N/A	N/A
36 months	97%	91%	86%	66%	44%	16%	N/A
48 months	98%	93%	90%	75%	58%	<b>38%</b>	17%

For example if the commission for a policy has a 48 month liability and is cancelled after 30 months and the initial commission was £1000 the approximate amount that will be payable will be £380.

## Commission Amount

For investments under the commission option the following table shows examples of the amounts of commission we could receive. We will confirm the expected amount of commission that we will receive in writing before you complete any application form. The amounts may vary according to the type of product, the amount you invest, and (sometimes) how long you invest for, or your age when you start the product.

## Personal Pension Schemes

Not all types of personal pension schemes are included in the information below about commissions. Instead only the more common types are included, and schemes such as Pure SIPP's are not. Before we start advising you, we will inform you of how much we could be paid if we do recommend one of these products to you. You can also ask us about commission we might receive on underlying investments we recommend you hold within a SIPP if not contained in the information above.

Products	Example term or age	Examples of commission amount	Example based on £100 per month
<i>This shows the examples of the costs of our services in relation to a monthly investment or premium of £100, ignoring any changes in fund value.</i>			
<b>Collective investment (e.g. unit trusts)</b>	Any	<b>15%</b> of the first 12 month's payments plus <b>0.5%</b> of your fund value each year from year 2	<b>£180.00</b> initially plus <b>£12.00</b> in year 2, <b>£18.00</b> in year 3, and so on.*
<b>Whole of life assurance</b>	Age 40	<b>118%</b> of the first 12 month's payments plus <b>2.5%</b> of all payments from year 3	<b>£1416.00</b> initially plus <b>£30.00</b> from year 3
<b>Pensions</b>	10 year term	<b>20.4%</b> of the first 12 month's payments plus <b>0.5%</b> of your fund value each year from year 2	<b>£244.80</b> initially plus <b>£12.00</b> in year 2 <b>£18.00</b> in year 3, and so on. *
	25 year term	<b>43.5%</b> of the first 12 month's payments plus <b>0.5%</b> of your fund value each year from year 2	<b>£522.00</b> initially plus <b>£12.00</b> in year 2, <b>£18.00</b> in year 3, and so on.*
<i>This shows the examples of the costs of our services for a lump sum investment of £10,000, ignoring any changes in fund value.</i>			
<b>Collective investment (e.g. unit trusts)</b>	Any	<b>3.0%</b> of the amount you invest plus <b>0.5%</b> of your fund value each year from year 2	<b>£300.00</b> plus <b>£50.00</b> each year from year 2*
<b>Investment Bond</b>	Any	<b>4.0%</b> of the amount you invest plus <b>0.5%</b> of your fund value each year from year 2	<b>£400.00</b> plus <b>£50.00</b> each year from year 2*
<b>Pensions</b>	Any	<b>4.0%</b> of the amount you invest plus <b>0.5%</b> of your fund value each year from year 2	<b>£400.00</b> plus <b>£50.00</b> each year from year 2*
<b>Annuities</b>	Any	<b>1.5%</b> of the amount you invest	<b>£150.00</b>
<b>Income Drawdown</b>	Any	<b>4.0%</b> of the amount you invest plus <b>1%</b> of your fund value each year from year 2	<b>£400.00</b> plus <b>£100.00</b> each year from year 2*

\* The actual amount in later years will vary in line with your fund value.

## Financial Promotions

We may become aware of an opportunity arising from a new product being launched that we may consider would interest you. If this happens, we would like to write to you or phone you with some details. We may also give you a written recommendation about that opportunity. If you want to receive this type of contact, you should let us know by putting your initials in the boxes below.

Client 1		Client 2	
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## Warning Notice

**This is our standard client agreement upon which we intend to reply. 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.**

Name	
Signature	
Date	

Name	
Signature	
Date	