

Our Service and Terms of Business

Our Financial Planning Service

Your life is a journey and our **four-step financial planning service** is designed to support you through it by; **understanding, planning, action and support.**

Step 1: Understanding

For the life that you want we need to understand you, your needs, your goals and your concerns. This is the first and most important stage of our relationship and our initial conversation will ask four key questions:

1. **Who** are you and what motivates you?
2. **What** is important to you right now as well as your priorities for the medium and longer term?
3. **Where** are you at this moment? Through detailed fact finding we will gather and analyse your financial data to identify your current position and how you feel about certain things, such as your attitude to risk and reward?
4. **When** do you want to achieve your priorities?

A time to listen: It's only once we have spent time listening to you that we can give you advice to suit your specific circumstances.

Step 2: Planning

Uncomplicated practical advice: We take time to consider your situation, lifestyle needs and priorities before we begin to develop your plan. This will show us:

1. Where you are now.
2. Where you are going if nothing changes
3. What is necessary to get you where you want to be

To create a reality check, we may perform a cash flow modelling exercise which will:

1. Capture your income and lifestyle expenditure.
2. Map the impact of any financial decisions you may want to make or need to consider.

Helping You Make Informed Decisions: Our recommendations will be presented to you in a clear, uncomplicated way. We will agree affordable priorities with you before taking action.

Step 3: Action

Putting your plan into action: We start to implement the changes that will help you achieve your plan

1. We focus on the affordable priorities.
2. We explain our recommendations.
3. We get your approval to take action.
4. We act and review our actions with you.

Beginning your journey: The longest journey starts with the first step and we are here to guide you along your way

Step 4: Support

Review and ongoing care: Once your plan is in action and your journey begun, we check and update it on a regular basis. We make sure your plan evolves to meet your changing needs and keep you on track.

1. We assess matters once you get started to confirm we are on course.
2. We have formal reviews at least annually and regular contact with you.
3. We ensure your plan remains current.
4. We monitor progress and adjust as needed.
5. We make sure you have the flexibility you need

Ongoing up to date knowledge and expertise: We keep up to date with changes and developments in taxation, legislation and investments to make sure your money is being used wisely and making sure it delivers what you expect.

Terms of Business

You need to read this important document. It explains the service you are being offered and how you will pay for it. We reserve the right to amend these terms and will give you notice in good time before making material changes.

Authorisation Statement

Sirrus Financial Planning Limited (Sirrus FP) are Financial Planners and adhere to the code of practice of the Chartered Institute for Securities and Investments. We provide a financial planning service in conjunction with the implementation and maintenance of financial products generally regulated by the Financial Conduct Authority.

Sirrus FP is Authorised and Regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and 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.

We offer a fully independent service in creating a bespoke personal financial plan. We will advise and make a recommendation for you after we have assessed your needs. Our recommendations on financial products and services relating to investment, pension, protection and mortgage business will be based on a comprehensive and fair analysis of the market.

How We Act For You

The company will exercise due care and diligence in conducting their business, but will not be liable for any depreciation of investments arranged by them.

We prefer our clients to give us instructions in writing to avoid possible disputes. We will however accept oral instructions provided they are subsequently confirmed in writing. Any advice we give you will be in writing but if given orally will be recorded on your file.

Where any recommendation we make or transaction we undertake for you, results in a right to cancel the policy under certain conditions, we will advise you of these rights. We will also tell you if you do not have a right to cancel the arrangement.

When we arrange investments for you, we will register these in your name unless otherwise agreed in writing. Additionally, we will ensure you receive either a contract note, documents of title, or certificates evidencing title. Where several documents relating to a series of transactions are involved, the documents will normally be retained until the series is completed.

All documents, cheques and paperwork may be sent by post at the client's risk as soon as we receive the documents from the product provider concerned. We shall at the client's request and expense, send documents by registered post. In the absence of such a request, the client shall pay all charges incurred for the recovery or replacement of lost documents.

Any advice that we give will be based on your financial objectives and your attitude to investment risk. We will endeavour to ensure that any recommendation made is suitable for you. Any recommendation made will be confirmed in writing to you.

Should you decline to provide the information requested about your circumstances then we may decline to continue with the business relationship since we would not be able to demonstrate that the recommendation is suitable given your financial circumstances.

Client Classification

As a client of Sirrus FP we will classify you as 'Retail Client' for investment purposes. This will provide you with the maximum regulatory protection available to you.

For business/commercial clients (also known as 'Micro Enterprises') and Charities or Trusts, your level of regulatory protection may vary from that of a private individual.

In general terms, we understand that the Financial Ombudsman Service may only consider cases from small businesses with a turnover of less than two million euros and fewer than ten employees. Should your classification change in the future we will advise you accordingly in writing and obtain your agreement before proceeding with any financial planning advice.

Investment Risk

All investments carry a degree of financial risk which will tend to increase in proportion to the potential rate of return on the investments. Any product which is directly or indirectly invested in assets which may fall in value (for example equities) may itself fall in value along with any decrease in value of those assets.

Before entering into any investment agreement, we will assess and confirm your 'Attitude to Investment Risk'.

You must ensure that you understand the risk associated with the product and are content to accept that level of risk.

Investments can go down in value as well as up and you could get back less than you invest. The past is not a guide to future performance.

Unregulated Investment Products

Our services may also include advice on investments relating to or executing transactions in, units in unregulated collective investment schemes (UCIS). Where we recommend an unregulated investment/product then we will confirm to you that the FCA does not regulate the investment/product and therefore you will not be afforded the protections from the Financial Ombudsman Scheme or the Financial Services Compensation Scheme (FSCS).

Not Readily Realisable Assets

We may on occasions, and if appropriate, advise you on investments which are not readily realisable. Where this is the case, we will draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances, it may therefore not be possible to deal in the investment or obtain reliable information about its value.

We Do Not Handle Clients' Money

For all parties' protection SIRRUS FP is not authorised to handle client money and in the circumstances, you should never hand over cash or make cheques payable to SIRRUS FP (unless it is respect of professional fees for the work carried out on your behalf).

Please note that we cannot be held responsible for the loss of monies where the payee has not been completed correctly.

Conflicts of Interest Policy

Occasions can arise where we, or one of our customers, will have some form of interest in business that we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers, conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions.

If we can continue to act for you, we will tell you how we ensure your interests are protected. On occasion, we may have to cease acting for you, but we will help you find advice from elsewhere if you want us to.

How We Are Remunerated

SIRRUS FP is a fee-based practice. The client will be responsible for the payment of our fees, which may be settled either personally or as a product charge. When we have a clear understanding of the work to be undertaken on your behalf, our service and fees will be set out in a Letter of Engagement before any chargeable work commences.

These charges are for financial planning and, if appropriate, for advice and assistance in implementing any recommendation provided by SIRRUS FP. Where VAT is applicable, we will highlight this to you before any chargeable work is conducted.

Termination of this Agreement

This agreement will remain effective and in force until such time that you, or we, wish to terminate the agreement. Either party may terminate our authority to act on your behalf at any time without penalty.

Notice of this termination must be given in writing. Any business currently being completed will be completed unless we receive instructions to the contrary.

Any fees outstanding at the date of termination, including any fees relating to the ongoing service of your portfolio, will be due within four weeks of the termination date.

Delay in Processing

We will use reasonable endeavour to act upon any instruction provided by you. However, the company will not be held responsible for any delay beyond its control, or as a result of a failure by any party (including the client) to complete all necessary steps to process a transaction.

Money Laundering

We are obliged to conform with the UK Money Laundering Regulations and to the Joint Money Laundering Steering Committee Group guidance notes. These regulations require all financial institutions to verify the identity and place of residence for each beneficial owner.

In order to meet these requirements, we will require sight of certain documentation and confirmation as to where the investment money is coming from. If you provide false or inaccurate documentation and we suspect fraud or money laundering, then this will be recorded.

The company reserves the right to approach a third party in order to verify the identity of a client, or any other person providing funds on behalf of an investment made in the client's name.

Where further information is required to verify identity, the company reserves the right to delay applications or withhold settlement until sufficient identification has been provided.

Complaints

If you wish to register a complaint, please write to The Compliance Officer, Sirrus Financial Planning Ltd, 1a High Street, Kings Langley, Hertfordshire, WD4 8AB or telephone 01923 264 992.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4 567.

Compensation Scheme

If you make a complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme.

Investment business will normally be covered up to a maximum of £50,000.

Further information about these amounts and limits for all other product types are available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

Law

This client agreement is governed by and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English courts.

Force Majeure

Sirrus FP 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.

Protecting your personal information

To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.

Processing of your personal data is necessary for the performance of our contract for services with you. Generally, this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you.

We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service, we will need to pass certain personal details to the product or service provider.

We may engage the services of third-party providers of professional services to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in the future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).

The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.

We have policies which provide information on the nature of our personal data processing activities and include details of our retention and deletion policies as well as your rights of access to the personal information we hold on you. Further details are available on request.

As part of this agreement we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above. Please note that you may withdraw this consent at any time by notifying us at our main business address.

Special categories of personal data

There are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health.

Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.

If you are concerned about any aspect of our privacy arrangements, please speak to us.

Agreement

The terms of this Terms of Business will come in to effect once signed by you.

This is our standard terms of business upon which we intend to rely. 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.

Signed for and on behalf of Sirrus Financial Planning Limited by:
Kenny Gahagan



Client 1 Signature:

Client 1 Name:

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Date:

Client 2 Signature:

Client 2 Name:

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Date: