



Authorised and Regulated by the Financial Services Authority

Client Agreement

Noble James Associates Ltd and your adviser are Independent and will act on your behalf in advising you on life assurance, general insurance, mortgages, pensions, Individual Savings Accounts and investments in authorised unit trust products.

Your adviser is independent and therefore can advise you on the products of different companies.

1. This is our standard client agreement upon which we intend to rely. It explains the services you are being offered, the manner in which these services will be carried out and our costs. 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.
2. The provisions of this Client Agreement will take effect immediately that they are provided to you and will continue in force until they are cancelled by you or us, or they are replaced by updated Client Agreement.

Our Status

3. We are authorised and regulated by the Financial Services Authority (“FSA”) as Independent Financial Advisers. The FSA is the independent watchdog that regulates financial services. We are listed on the FSA register and our Registration Number is 209389. You can check this, and our address, on the FSA’s Register by visiting the FSA’s website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.
4. The FSA can also be contacted at the following address: 25 The North Colonnade, Canary Wharf, London E14 5HS.

Your Financial Objectives

5. Your financial objectives will be set out and summarised within a personalised suitability report, which will be issued to you as a result of your personal consultation with us to document and explain the recommendations we have made.

Our Services

6. We will advise you on life assurance, pensions, investments, pure protection and private medical insurance contracts from the whole of the market and carry out any instructions you give us to effect such contracts. We will advise you on General Insurance contracts from a limited range of insurers, a list of insurers is available on request.
7. In undertaking these services for you we will rely upon the information you provide to us.
8. We have classified you as a “retail client”. This means that you are afforded the greatest level of protection available under the Financial Services and Markets Act (FSMA). You have the right to request a different categorisation, however this may result in the loss of some of the protections available under the FSMA such as the right to refer complaints to the Financial Ombudsman Service and the right to receive specific information in respect of any investments we recommend or arrange on your behalf.
9. Our registered address, from where we will provide our services to you is 6 King Street, Stroud, Gloucestershire GL5 3DE.

Our Remuneration

10. In respect of investment business we offer the following payment options :

- Payment by Fee
- Payment by Commission
- Payment by a combination of Fee and Commission

11. Our fee options for investment business are covered in Appendix 1 at the end of this client agreement. We will discuss your payment options with you and answer any questions you have. **We will not charge you or commence any work on your behalf until we have agreed with you how we are to be paid.**

12. You should be aware of the possibility that other taxes or costs relating to the services that we provide for you may exist even though they are not paid through us or imposed by us.

13. In respect of general insurance business we will charge you an arrangement fee of £10.00. We also will charge a fee of £20.00 for the cancellation of general insurance and a fee of £5.00 for duplicate documentation of motor, household, commercial and travel insurance.

Communicating with You

14. We strongly recommend as a minimum that we review your investments covered by this Client Agreement at 12 monthly intervals from the date of the first investment you make with us. We will contact you by letter, telephone or email with a statement of the current value of your investment. It is our recommendation that you review the investments by arranging an interview with us to discuss them. Our levels of ongoing service are detailed later in this agreement. At our discretion and unless we hear from you to the contrary we may telephone you from time to time between the hours of 9am to 9pm without your further prior consent to such contact.

Conflicts of Interest

15. When offering independent financial advice occasions can arise where we, or one of our other clients, will have some form of interest in the business that we are transacting for you. If this happens, or we become aware that our interests conflict with your interests, we will inform you in writing and ask for your consent before we carry out your instructions.

Quality of Service

16. If you have any complaint about the advice you receive or a product that you have taken out through us please write to the Compliance Oversight Officer, Noble James Associates Ltd, 6 King Street, Stroud, Gloucestershire, GL5 3DE. 01453 755567. If, after we have reviewed your complaint you remain dissatisfied, you have the right to refer your complaint to the Financial Ombudsman Service. Copies of our complaints procedures are available on request.

Risk Factors

17. We will notify you separately of any specific risk factors that apply to the service we provide for you. You should be aware that past performance of investments is no indicator of future performance.

Compensation

18. If you make a valid claim against us in respect of the investments we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim. Most types of **Investment** business are covered up to a maximum of £50,000. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

Instructions

19. We require our clients to give us instructions in writing. We will accept oral instructions at our discretion, which must be confirmed in writing. We can refuse your instructions at our discretion.

20. Our authority to act on your behalf may only be terminated in writing, at any time, without penalty, by either party and with immediate effect without prejudice to the completion of any transactions initiated prior to receipt of such notice.

Money Laundering

21. Where we are required to verify your identity in accordance with the FSA rules, no investment will be made until such verification has been obtained. If the required verification is not forthcoming within a reasonable period we will not arrange any investment for you.

22. We may use and search the records of credit reference or fraud prevention agencies to check your identity to satisfy the requirements of the UK Money Laundering Regulations 2007, the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000, the Anti-terrorism, Crime and Security Act 2001 and FSA rules. Such searches will not affect your credit rating. Where such searches prove unsatisfactory for this purpose, we may ask you to supply at least one document to verify your identity and / or address.

Documentation

23. All investments will be registered in your name unless otherwise agreed in writing. Unless you instruct us in writing to the contrary, we will forward to you all contract notes and documents showing ownership of your investments as soon as practicable after we receive them. Where a number of contract notes and documents of title are involved we will await arrival of all of them before sending them to you, which will be no later than 28 days after receipt of the first document. Where a policy for a pure protection or private medical insurance contract is received, this will be checked immediately and forwarded to you within 24 hours of receipt.

Your Money

24. We are not authorised to handle client investment money. We cannot accept cash or cheques payable to ourselves other than for fees, as described in 10-13 above or as payment for a general insurance contract.

Personal Information

25. Personal information provided may be maintained on computer records and will not be disclosed to other parties except other businesses within the same group, representatives of our compliance advisers, our auditors, and any organisation requiring access to such information for regulatory purposes only, or any person having a legal entitlement to access.

26. All cheques, documents of title, etc, may be sent by post to your last known address and shall be sent at your own risk. The Recorded Delivery service will not normally be used.

Future Changes

27. We may change the content of this client agreement at any time in the future but will not act on any change until you have given your consent by signing an amended agreement.

Cancellation

28. This Client Agreement may only be cancelled and our authority to act on your behalf may only be terminated in writing, at any time, without penalty, by either party and with immediate effect without prejudice to the completion of transactions initiated prior to receipt of such notice. Other than as stated in this paragraph, there are no cancellation rights that apply to this Client Agreement.

Law

29. English law will be the basis of this contract and the language in which this contract will be interpreted, and in which all communications will be conducted, will be English.

30. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Client Agreement.

Our Remuneration – Investment Business

Our initial consultation with you is free of charge and without any obligation (Maximum 1 hour) but does not include any advice.

This provides you with the opportunity to establish whether we can be of service to you and for us to outline our services and any possible fees you may incur if you decide to take up any of our services. You are then free to decide if you would like to proceed further.

As explained in the client agreement (points 10-13) above, we offer our clients the following payment options in respect of investment business:

- Payment by Fee
- Payment by Commission
- Payment by a combination of Fee and Commission

These options are explained in more detail below:

Paying by Fee

If you choose to pay by fee, you will be charged a fee for our advice and services whether you buy a product or not. This fee will become payable on completion of our work. If we also receive commission from the product provider when you buy a product, we will pass on the full value of that commission to you in one or more ways. For example, we could reduce our fee; or reduce your product charges; or increase your investment amount; or refund the commission to you.

Our typical hourly fee rates are:

Director	£80
Adviser	£80
Administrator	£30

If you elect to pay by fee will confirm the rate we will charge you, and inform you of any related charges, expenses and taxes (including whether VAT will be payable) in writing before beginning work. 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.

Paying by Commission

If you choose to pay by commission, we will usually receive and retain commission resulting from a sale from the product provider concerned. Although you pay nothing to us up front, that does not mean our service is free. You still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission. These charges can reduce the amount left for investment however if you buy direct, the product charges could be the same as when buying through an adviser, or they could be higher or lower

The amount of commission we receive will vary depending on the amount you invest and (sometimes) how long you invest or your age. Examples of the maximum commissions we would receive in respect of a range of investment products are set out in the following tables:

Maximum Commission we would receive in respect of lump sum investments:

Product	Maximum Commission	Example, assuming a lump sum investment of £10,000
Collective Investments (e.g. Unit Trusts/ ISA's)	4.5% of the amount you invest plus 1% of your fund value each year from year	£450.00 plus £100.00* each year from year 2
Investment Bond	4.5% of the amount you invest plus 1% of your fund value each year from year 2	£450.00 plus £100.00 each year from year 1 (The actual amount in later years will vary in line with your fund value)
Personal and Stakeholder Pensions	5.8% of the amount you invest plus 1% of your fund value each year from year 2	£580.00 plus £100.00 each year from year 1. (The actual amount in later years will vary in line with your fund value)
SIPP	5.8% of the amount you invest	£580.00
Annuities	2.5% of the amount you invest	£250.00
Income Drawdown	4.5% of the amount you invest plus 1% of your fund value each year from year 1	£450.00 plus £100.00 each year from year 1 (The actual amount in later years will vary in line with your fund value)

Maximum Commission we would receive in respect of monthly / regular premium investments:

Product	Maximum Commission	Example, assuming monthly premiums or investments of £100
Collective Investments (e.g. Unit Trusts/ Investment ISA's)	4.5% of all payments plus 1% of your fund value each year from year 2	£54.00 each year plus £12.00 in year 2, £24.00 in year 3, and so on*
Whole of Life Assurance	135% of each of the first 12 month's payments plus 2.5% of all payments from month 49	£1620.00 spread evenly over the first 12 months plus £30.00 each year from month 49
Personal and Stakeholder Pensions (assuming a 10-year term)	8.9% of the first 12 month's payments plus 1% of all payments from month 13	£106.80 initially plus £12.00 each year from month 13
Personal and Stakeholder Pensions (assuming a 25-year term)	19.9% of the first 12 month's payments plus 1% of all payments from month 13	£238.80 initially plus £12.00 each year from month 13

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

We will tell you how much the commission will be before you complete an investment, but you may ask for this information earlier.

Paying by a combination of Fee and Commission.

If you choose to pay by a combination of Fee and Commission we will charge you a combination of fees and commission. The actual amounts will depend on the service provided to you, but will be in line with the arrangements set out in the sections headed "Paying by fee" and "Paying by commission" and will not exceed the total of the fees and maximum commissions set out above.

Investments/Pension (Lump Sum or Existing Fund Values)**Paying by Fee**

You may elect to pay a fee for the advice and setting up of your investment or pension. If you choose to do this the fee is charged as a percentage of the amount involved as per the table below. This fee is payable once we have sent you our report in writing but will also cover the subsequent work involved in setting up your investment or pension, where applicable. This fee is payable regardless of whether to decide to proceed with any advice we have given.

OR

Paying by Commission or Product Fees

We may receive a fee or commission from the proposed product provider, the maximum we may receive is detailed in the table below.

Amount	Fee/Commission
£0-£49,999	4.5% (Minimum Fee £495)
£50,000 - £149,999	4.0%
£150,000+	3.0%

These are the maximum amounts we would receive. You will receive a personalised illustration which will confirm the charges and fees received in respect of your product.

In some cases, a fee of up to £495 is payable upfront, for the initial work involved. This fee will then either be deducted from the final charge (Fee Clients) or will be refunded once our remuneration is received from the product provider.

Ongoing Services – Investment/Pension Clients

Whilst the costs of obtaining advice and setting up your investment or pension may be of most importance initially, it is essential that your plans and funds are reviewed regularly (at least annually) on an on-going basis to ensure they continue to meet your needs and expectations. With many products, some of the costs of such reviews can be funded from the products, either from on going fees we may receive as part of the contract, or by additional deductions, or a combination of both. We offer 3 levels of service for ongoing reviews of your plans:

Ongoing Service Levels:

	BASE	STANDARD	PREMIUM
Annual Client Report	Included	Included	Included
Additional Reports	Chargeable	Chargeable	Included
Annual Meeting	Chargeable	Included	Included
Additional Meetings (On Request, Max 4 per year)	Chargeable	Chargeable	Included (Max 4 per year)
Optional Auto-Portfolio Rebalancing	Chargeable	Included (If available)	Included (If available)
Risk & Fund Reviews	Chargeable	Included (Max 1 per year)	Included (Max 2 per year)
Quarterly Investment Newsletter via e-mail	Included	Included	Included
Fund Switches	3% charge (you will be notified if product fees also apply)	1% charge (you will be notified if product fees also apply)	Included (you will be notified if product fees also apply)
Annual Service Charge	0.5% per annum (usually included in product charges)	0.75% per annum (min £295) (up to 0.5% usually included within product charges, balance payable by additional deduction or by 6 monthly invoice)	1% Per annum (min £495) (up to 0.5% usually included within product charges, balance payable by additional deduction or by 6 monthly invoice)

Other services

Please feel free to ask us for information and costs for other services.

Examples of other chargeable services

① Wills – Single Will	£70.00
Joint Mirror Will	£120.00
① Individual Personal Pension Review & Report	£495.00 (£199 upfront)
① General Financial Review with Report	£495.00 (£199 upfront)
① Investment Review & Report	£495.00 (£199 upfront)
① Advice and setup of regular pension/investment	£295.00 (£199 upfront)
① Advice on deposit/savings accounts/Cash ISA's	0.75% of deposit (Min £295) (Includes assistance with setting up new accounts)
① Advice or review of Personal Loans/Credit Cards	£295.00 (Includes assistance with setting up new accounts)

Please note these are examples only. The actual amount charged will depend upon the complexity of your situation and will be agreed with you prior to us commencing any work on your behalf. The above examples do not include the cost of advice on and setting up of any new investments/pensions or transfers of existing investments to new products. The charges for these services would be the same as those shown in the earlier section.

ALL FEES WILL BE CONFIRMED AND AGREED WITH YOU BEFORE WE COMMENCE ANY WORK ON YOUR BEHALF AND WILL BECOME PAYABLE UPON RECEIPT OF OUR ADVICE REPORT

Signed for and on behalf of Noble James Associates Ltd

Adviser Name

Date issued

I/We confirm receipt of and my/our agreement to the terms contained in this Agreement and further acknowledge that I/we have been given at least 24 hours in which to consider my/our acceptance. I/We also authorise you to obtain directly from the appropriate product or investment provider any relevant information in respect of my/our existing policies, investments or pension plans.

ONGOING SERVICE LEVEL AGREED (Circle Required Level):

BASE / STANDARD / PREMIUM

Signed (Client)

Print

Date

Signed (Client)

Print

Date