



MODULUS
FINANCIAL PLANNING

Terms of Business



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Terms of Business.

Modulus Financial Planning Limited is a firm of independent financial planners, promoting a high level of client experience. We will discuss your current situation, your financial and personal objectives, and obtain relevant information from you to enable us to then proceed to making a recommendation to meet your objectives.

Modulus Financial Planning Ltd is authorised and regulated by the Financial Conduct Authority, under registration number 965916. Please feel free to check the Financial Services Register which you can access at <https://register.fca.org.uk> or by telephoning 0300 500 0597.



Introduction

This document is aimed at providing you with a brief overview of our firm and to introduce our services to you in more detail, from which you may then select the service and remuneration package that best suits your needs. We will discuss this with you so that you fully understand what is offered and how it will benefit you. Should you have any questions on any element of this please do not hesitate to ask us.



Advice Services

The firm is authorised to advise on and arrange Life Assurance, Pensions, Investments, and General Insurance. We are bound by the rules of the FCA. Modulus Financial Planning Ltd are authorised to provide products and services to UK residents, whilst on UK soil.

The definition used of a “UK resident” is very simply, based on “habitual residency”, which will be achieved if the individual has been in the UK for 183 or more days in the previous 12 months

We offer **independent financial advice**. This means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. We’ll consider a number of factors, including the services you need, your investment experience, the cost of investing, how much risk/volatility you are prepared to accept, how much risk you need to take in an investment product and how much of a drop in its value you could withstand.

The areas we advise on include:



Pensions



Annuities



Investments



Protection

For further details please refer to our client services brochure / website.

Whatever financial decisions you have to make, the first step towards making the right decisions is to establish a clear understanding of your financial needs.

People seek financial advice for many different reasons so it's important that we understand exactly who you are and what you want to achieve. At our first meeting we'll gather information about you to help define your needs and priorities.

Our Services Include:



Financial Planning

It's important to identify what you might want to achieve and how you can do this. We can help you to identify your goals and create a plan for your finances to help you achieve them.



Business Planning

Most business owners have a business plan and a keen eye on their business finances, often at the expense of their personal life. We help you ensure you are getting the most out of owning your business, being tax efficient and fully protected should anything happen to you.



Retirement Planning

It's important to know whether your savings towards retirement will meet your retirement objectives. We work with you to proactively plan for your retirement and help you decide on your available options.



Protection Planning

Most of us want to protect the things that are important to us, our family, business and quality of life. Protection planning can provide peace of mind in the event of your income changing due to unexpected events. We can help you plan for the best way to protect you, your family and your business.



Investment Objectives and Restrictions

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of investments, policies or companies you are willing to consider. Details of your stated restrictions and objectives will be included in the Suitability Report we will issue to you to confirm our recommendation. Unless confirmed in our initial discussion, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

We do not provide advice in relation to individual share holdings. If this is something you need assistance with, we can refer you to a stockbroker.

We don't provide advice on options, futures and other derivative contracts as we believe that these are unlikely to be suitable for our clients.



Call Recording

All telephone calls are recorded for regulatory and training purposes and these will be referred to as part of our advice records. All call recordings will be used to minimise ambiguity in our discussions or instructions received and are encrypted for security and integrity purposes. These records will be kept in line with regulatory and statutory requirements and will be retained for a period of at least 6 years.

In order to meet our regulatory obligations; calls concerning advice and transactions may not be carried out via our adviser's mobile phone number, and any such calls will need to be conducted through the recorded office number stipulated.

☰ Advice Options

We may offer a variety of advice options including:

Full Advice

Full Financial Review based on all aspects of financial planning.

Focused Advice

Approaching limited aspects of financial planning only.

Execution only

for one-off transactions instructed by you.

We will confirm which of these advice options will be provided prior to your agreement to proceed and where you have elected for a Focused Advice service; we will provide information about the types of product and areas of advice that we will consider for our recommendation.

Transacting Business

By signing these terms of business, you are giving your adviser permission to accept paper, electronic and verbal instructions to transact business on your behalf. This will be especially relevant to switching investment funds. Any instruction received will be considered genuinely given and duly authorised.

Termination

You or we may terminate our authority to act on your behalf at any time without penalty. Notice of this termination must be given in writing. The termination will be without prejudice to the completion of transactions already initiated, if this is the case.

Any transactions effected before termination are due a proportion of any charges for services accrued and shall be settled to the date of notification. Once signed, this agreement shall apply until such time as it is superseded, replaced or terminated.

Client Money

The firm does not handle clients' money. We never accept a cheque made out to us (unless it is a cheque in settlement of fees, charges or disbursements for which we have sent you an invoice, which would be made payable to Modulus Financial Planning Ltd) or handle cash.

Customer Classification

Each client with whom the firm does business is categorised to identify the level of regulatory protection applied. We believe in providing our clients with full regulatory protection and we propose to classify you as a 'Retail Client' for investment purposes.

Where you have been classified as anything other than Retail, this may affect the level of protection available to yourself from the Financial Ombudsman Service, though these restrictions will be highlighted to you at the time of classification.

Material Interest

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 and detail the steps, we will take to ensure fair treatment.

We have arrangements in place to ensure our clients are treated fairly, and we have a conflict of interest policy in place to help us manage the risks. You may ask for a copy of this policy at any time. This is intended to operate, monitor and maintain effective organisational and administrative arrangements with a view to taking all reasonable steps to prevent conflicts of interest.

Right to Cancel

We will inform you of your statutory right to cancel and the timeframes applicable in which to cancel, for life or pension contracts this is usually 30 days. However, there will be occasions where no statutory rights are granted, although this will be explained before any contract is concluded.

Referrals to Third Parties

There may be occasions whereby we would refer you to a specialist for specific advice such as tax advice. Should you pursue our suggestion to use the third party introduced to you, you should note that we are not responsible for the advice that they give you. You will be subject to their terms and conditions. They will agree their charges for their advice direct with you.

Compensation Scheme

We are covered by the Financial Services Compensation scheme (FSCS) if we cannot meet our obligations. This is dependent upon the type of business, the circumstances of the claim and the eligibility of the claimant. Most types of investment, insurance, pension business and mortgages are covered by the FSCS up to specific limits, generally these limits are:

			
Investments	Pensions	Insurance	Mortgages
Most types of investment business are covered for up to a maximum of £85,000.	Most types of pension business are covered for up to a maximum of £85,000.	Most types of insurance contracts are covered for 90% of the claim, without any upper limit.	Advising and arranging is covered up to a maximum of £85,000.

Note: Cash deposits with banks are now covered up to £120,000.

Further information about this compensation scheme arrangement and limits that apply to the various types of business can be found on the FSCS website - www.fscs.org.uk or by contacting them on 0800 678 1100.



Law

These Terms of Business are governed and shall be construed in accordance with Northern Ireland Law and the parties shall submit to the exclusive jurisdiction of the Northern Irish Courts.



Regulation

MIFID II has introduced the requirement for Legal Entity Identifier's (LEIs) to be obtained for clients who are companies, charities or trusts. If you are a client who is a legal entity or structure, including a company, charity or trust, you will need to make arrangements to obtain a LEI code if you want the firm to continue to act on your instructions or make a decision to trade on your behalf from 3 January 2018 onwards. Your adviser will be able to provide further guidance on the application process.



Target Market

At Modulus Financial Planning Ltd any recommendation made by an adviser will be after completing the appropriate product governance in relation to target market of funds and is conducive to your attitude to risk and in line with your current circumstances and objectives.



Fraud Prevention

Modulus Financial Planning Ltd is committed to upholding the highest standards to preventing fraud and corruption from occurring and to developing an anti-fraud culture and adhering to the standards as required by the UK Bribery Act 2010 and Proceeds of Crime Act 2002. To achieve this the firm will develop and maintain effective controls to prevent bribery, corruption and fraud and will take all such matters extremely seriously.

Sophisticated fraud attempts via email are notoriously hard to detect and ever-increasing in complexity. We will always remain vigilant and exercise caution whilst communicating with clients and will never send bank details or payment instructions via email, as it is not a secure medium. Should you ever receive such a request or instruction, please notify us immediately via telephone.

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.



Continuity of Service on Death

On death, your Executors will be responsible for distributing your estate according to your wishes. We will endeavour to make things as simple as possible when it comes to any investments or pensions held with us to support your family. The key steps are:

1. Let Us Know Please get in touch with us to let us know about the bereavement. We will guide them through what happens next

2. Next Steps with Providers The investment or pension provider will also need to be informed. We'll explain what needs to happen and, in some cases, we may be able to continue managing the investment while the estate is being settled. We will confirm this at the time

3. What Happens to Fees When a client passes away, their agreement with us ends, so we stop deducting advice fees

4. Help for Executors If you're an executor, you may need help with things like getting portfolio valuations or advice on managing the estate. While we're not obliged to provide ongoing services, we're happy to support you if needed. We'll agree the details and any costs upfront, so you know exactly what to expect

Please keep in mind that investment values can go up and down with market changes and may be lower than the original amount invested



Occupational Pension Transfer Advice

We will not actively review the suitability of any defined benefit transfer pensions that you may have which you have accrued in previous or current employment, unless you specifically ask us to do so.



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, 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.



Contact

The amount of contact that we provide to you is dependent on the service proposition that you agree to (please see propositions below) and we are not obliged to contact you over and above the agreed proposition.

Please make sure you are aware and comfortable of the amount of contact you will receive, and you are aware of the limitations of the proposition chosen by yourself. You need to be happy that the proposition selected meets your needs.

Independence

We are independent for Investments and pension business. This means that we will assess a sufficient range of relevant products available on the market which is diverse in terms of product type and provider to ensure that your investment objectives can be suitably met. We are not limited in the type of product or provider in terms of having any close links with any firms or any contractual relationship with a third party that may impair the independent basis of our advice to you.

We will offer you the opportunity of paying by fee directly yourself or via Adviser Charging through the product provider recommended (please refer to details on our charging structure).

When looking to address your protection needs, we will provide advice based on a fair and personal analysis of the market.

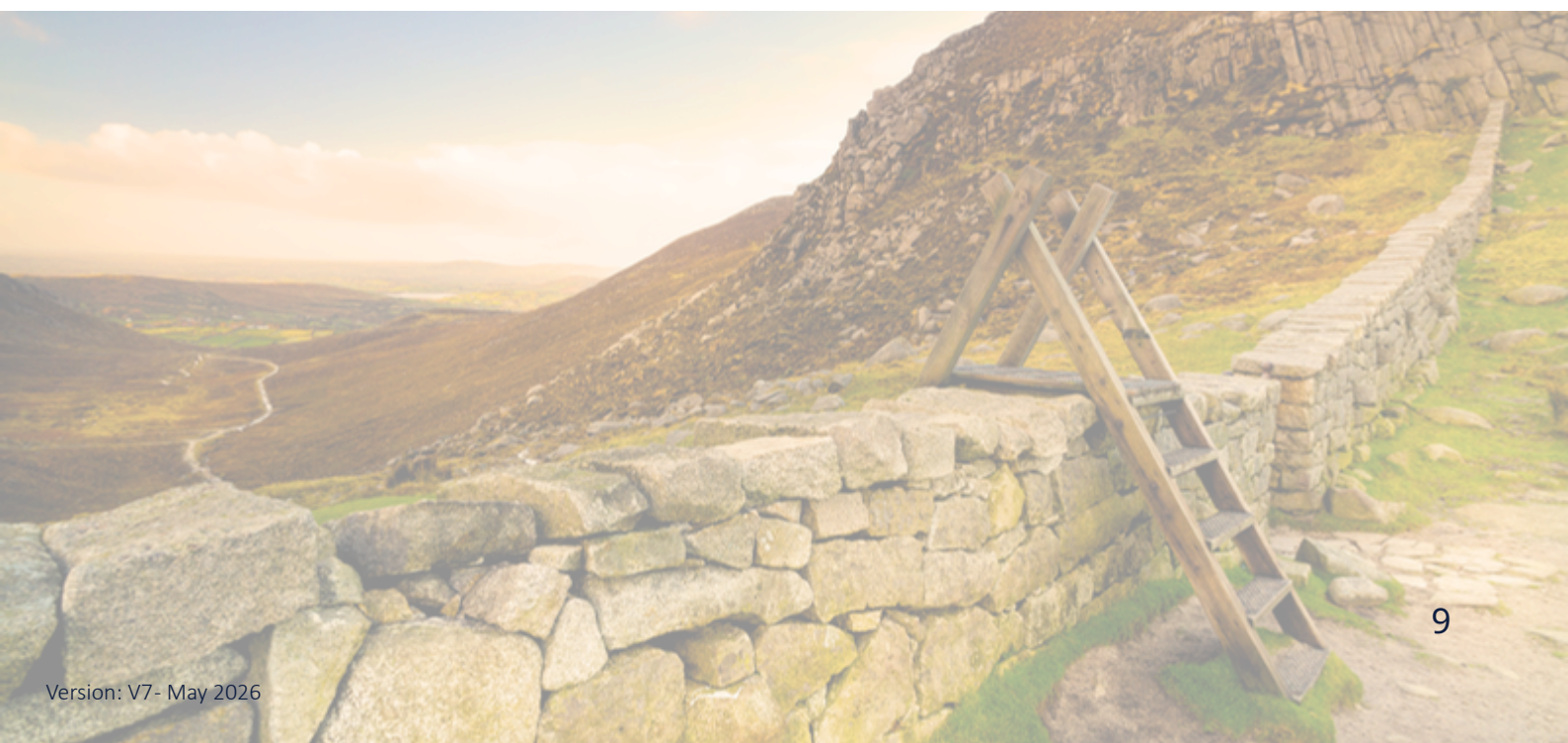
Technology and AI

As a company we may use AI-related services to assist with efficiency and due diligence when collating your information. The AI service provider will have the necessary expertise, resources and technologies to provide assistance with the services outlined in this agreement. No further fees will apply other than those detailed in the fee schedule provided. The services may evolve or be adjusted based on mutual agreement and at the discretion of the firm.

A list of providers and software programmes we use can be provided upon request.

Delay in Processing

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 the necessary steps to process a transaction.





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 providing they are subsequently confirmed in writing.

Any advice we give you will normally 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.

There may be occasions 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 conflicts 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 will ensure your interests are protected. On occasions we may have to cease acting for you, but we will help you find advice from elsewhere if you want us to. Should you require further information in relation to our conflicts of interest policy then please contact us at the address shown.

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 a number of documents relating to a series of transactions is 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 clients 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.

Please note that if you reside outside of the UK, you may wish to seek further advice from a local adviser in your place of residence regarding the impact of our advice in relation to local taxation, practices and law. This is because the advice we provide you will be on the basis of being a UK Independent Financial Adviser and we do not have specialist knowledge of any legislation, taxation or financial practices outside of the UK.

The company and its representatives are not qualified to provide any legal advice and will not provide any opinion as to whether a client should complain about any previous advice received unless explicitly agreed.

All communications, both verbal and in writing, will be in English.

Complaints

We have a written policy for handling complaints and how we ensure we deal with each complaint promptly and fairly. You can obtain a summary from us should you so request. Should you have cause to complain for any reason a copy of our policy for handling of complaints will be automatically sent to you. Please direct your complaint to the Compliance Manager at the company address. Address: Suite 12, Avonmore House, 15 Church Square, Banbridge BT32 4AP. Phone: 028 4033 6867.

Clients should be aware that if they are unhappy with any response to a complaint received from the company, they may complain directly to the Financial Ombudsman Service who will then assess whether they have an eligible complaint before proceeding with an investigation. You can contact FOS via www.financial-ombudsman.org.uk or telephone: 0800 023 4567.

Please note that the firm's liability to you is capped on any monies invested into a pension or investment to a maximum of £85,000.

If you are an eligible claimant under the rules of the Financial Conduct Authority, you will also be protected by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations.

Further information about compensation arrangements is available from the Financial Services Compensation Scheme. The Financial Services Compensation Scheme may also provide awards if any third party institution we may use is declared in default or insolvent.

Money Laundering

We are obliged to conform with the UK Money Laundering Regulations and to the Joint Money Laundering Steering Group guidance notes. These regulations require all financial institutions to verify the identity and place of residence for each beneficial owner. To meet these requirements, we will require sight of certain documentation and confirmation as to where the investment monies are coming from. If you provide false or inaccurate documentation and we suspect fraud or money laundering, then this will be recorded.

If you are new to the firm, we will not commence any work for you until the verification process has been completed. No loss or liability will be accepted in this regard.

The company reserves the right to approach a third party 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.

We reserve the right to conduct an electronic money laundering check on each client. However, you should be aware that because of this, it will leave a 'soft footprint'. This means that there will be no impact on an individual's credit file and would not be seen by any company conducting a credit check on you. You must advise us if you do not wish this check to take place.



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.



Unregulated Investment Products

Our services may also include advice on investments relating to or executing transactions in units in unregulated collective investment schemes. 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 may not be afforded the protections from the Financial Ombudsman Scheme or the Financial Services Compensation Scheme.



Foreign Account Tax Compliance Act (FATCA)

The Foreign Account Tax Compliance Act (FATCA) requires US persons holding an interest in any specified foreign financial assets with an aggregate value exceeding \$50,000 to report related information to the IRS.

It is your responsibility to inform us if you:-

- Have US citizenship or lawful permanent resident (green card) status
- Born in the US
- Have a US residence address or US correspondence address (including a US PO box)
- Standing instructions to transfer funds to an account maintained in the United States or directions regularly received from a US address
- Have a 'in care of' address or a 'hold mail' address that is the sole address with respect to the client;
- Have a power of attorney or signatory authority granted to a person with a US address

Please note that we are not responsible in any way for any reporting obligations that you may have in relation to FATCA. We may also share your FATCA status with other Financial Institutions, HMRC and/or the IRS if requested.

Our Services

It is important that you know what to expect in terms of the services we provide, and that you understand our commitment to you in the provision of those services. We intend to be professional, clear, and fair in our dealings with you, and will always ensure that any service or advice provided is in your best interests.

Our services include:

Initial Consultation

We will meet with you face-to-face, via online meeting (MS Teams, Zoom etc) or telephone conference in order to capture important information about your current circumstances, your financial history, and your aspirations, priorities and objectives in terms of your financial future. We will also discuss your attitude towards “investment risk”, and your understanding of how such risk may affect you. This will take approximately 2 hours.

The consultation will close with a summary of our findings, and our suggested next steps toward a tailored, yet realistic, solution to your needs. There is no obligation to proceed at this stage, and no costs will have been incurred.

Research and Analysis

Should you decide to proceed, further to our initial meeting, we will ask you to formalise your permission for us to commence chargeable work for you by signing this Agreement. At this stage, we will begin to undertake the process of thoroughly analysing your current position based on our extensive knowledge of financial markets, and diligently researching potential solutions for your needs.

Should we need to consult with any professional advisers or financial services providers with whom you have an agreement, we will ask for your express consent to do so.



Report Preparation

When we have all the information we require, a full Financial Planning Report will be devised to paint a clear picture of your current position and outline a clear and thoroughly researched recommendation for the solution we believe to be in your best interests. We will arrange to meet with you to discuss our recommendations in full and take you through our Report step-by-step. You are free to take the report away and give it due consideration before agreeing to move forward to the next stage.



Implementation

Once you feel that you are in a position to make a fully informed decision to proceed, and you have given us your consent to do so, we will begin the process of implementing our recommendations. We will assist you in completing all of the relevant forms and ensuring your applications are processed by the relevant investment houses and providers in a timely manner.



Ongoing Review Services

Depending on the size and complexity of your portfolio once in place, you may or may not require ongoing review services. These services are optional, and once implemented, can be cancelled should our ongoing review services no longer be required. It is important to be aware that, in the absence of a specific agreement to provide you with ongoing services, your portfolio will not be monitored unless you contact us to ask for a specific service.



Discretionary Management Facility

Where suitable, we may recommend a third-party discretionary fund management service to run your investments on a discretionary basis, this means that your portfolio will run in real time as there is no need to advise you every time an underlying change needs to be made. The obvious benefit of this approach is that trading can be done easily and efficiently and dealing charges will, in most cases be reduced.

Modulus Financial Planning Ltd has direct agreements in place with selected Discretionary Fund Manager's (DFM's) some of which are as 'Agent as Client' and some "Agent of Client". In instances whereby we make a recommendation for a DFM service, we will confirm the contractual arrangement in place.

Where the recommendation is for an Agent as Client service, by agreeing to these terms, you are authorising Modulus Financial Planning Ltd to act as your agent and on your behalf in implementing an agreed discretionary management service. This authority includes acting, generally, in relation to the management of your money and specifically entering into discretionary investment management agreements and giving instructions in connection with investment mandates offered by discretionary managers.

As the DFM has no direct contractual relationship with you, the investor, you may have no direct recourse against the DFM via the Financial Ombudsman Service (FOS) in the event of a complaint. This does not remove your right to refer complaints to the FOS, only the method by which any complaint is pursued. You can find more information in relation to how to make a complaint, within the complaint section.

Where the recommendation is for an Agent of Client service, by agreeing to these terms, you are authorising Modulus Financial Planning Ltd to intermediate on your behalf to implement an agreed discretionary management service. For the provision of the DFM service, there will be a direct contractual relationship between you and the DFM for the provision of services and the DFM will recognise you as their customer. In this contractual arrangement you will be able to raise an investment complaint to the DFM in accordance with the provisions within the contract with you.

Where our recommendation includes a DFM service we will inform you of the additional fees payable.

Our work typically includes:



Undertaking appropriate due diligence and recommending a Discretionary Fund Manager (DFM) service that we believe best meets your needs and objectives.



Where applicable, attending initial meetings with you and the DFM and ensuring that your relationship with the DFM is established correctly. This will not be applicable where the service offered is a model portfolio service.



A 'Comprehensive Plan'

Where a full advice option has been agreed, we aim to provide all our clients with full and comprehensive advice rather than limiting it to one area of financial planning. This means that we will consider how all your plans and investments overlap and interact with one another in order to formulate the most efficient strategy for your needs. This can be concisely summarised by the phrase “the whole is more than the sum of its parts”.

In order to construct an all-encompassing financial plan for our clients, we will consider Income Protection, Protection, Pensions, Savings, Investment, Taxation and Trusts with a full advice proposition.

How We Charge

You will always know our fees before you make a decision to proceed. We do not hide our costs and we have a transparent charging structure, so you can be sure we are working efficiently for your benefit.

Our fees are based wholly upon the provision of our qualified and professional expertise, the time taken to analyse your circumstances and devise an appropriate strategy going forward, the design of an appropriate summary report to communicate this strategy to you, and also takes into account our firm's exposure to regulatory, commercial and financial risk.

Your adviser will confirm the fee level given your situation prior to undertaking work in the form of a written document. You will be asked to sign this document to confirm that you are willing to proceed and incur the costs as described.

Should you agree to proceed, and we go ahead with the implementation of your strategy, it may be arranged for your total fees to be deducted from the investment amount at outset, via the product provider if the recommended provider will facilitate this. Alternatively, you may prefer to make your payment to us by cheque or bank transfer. Your choice can be made in the Client Declaration section of our Proposal document.

In some circumstances (for protection planning business only) we may receive a commission payment from a product provider. This commission payment may be offset against the charges you pay us for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy, we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.





Cost of Initial Services

Full details of costings of our charging structure with supporting examples for transparency are detailed below;

Initial Meeting



Full Financial Planning

Build a plan, make recommendations and set it all up (implementation)

- Fixed fee of £2,500 for investments up to £250,000 (hourly rates not applicable).
- Investments over £250,000 incur a 1% fee on invested assets.
- Fee covers lifetime cashflow modelling, analysis of existing holdings, and setup of the recommended strategy.

Note: Fee excludes protection planning implementation.

At our
cost

1%
subject
to
£2,500
min fee
(Min Fee)

Financial planning only (no investments)

£1,500 Fixed fee (hourly rates do not apply)

This is for people who want to manage their own investments but want a sense check to make sure their financial planning is heading in the right direction.

£1,500
fixed fee

Investment research, analysis and implementing advice (no financial plan)

Up to £125,000

2% of value of funds invested (subject to a min £1,000).

If there is more than one transfer of investment / pension, then each additional transfer will have an admin fee of £250 to cover additional costs.

£125,000 +

Amounts greater than £125,000 will be subject to the Full Financial Planning and Setup of Strategy Fee

2% of
funds
invested

(min fee
£1,000)

Initial charges:

Regardless of investment holdings, we apply a cap to overall initial financial planning charges of **£10,000**.

We reserve the right to charge additional fees for complex tax planning and non-standard investments

Examples of full financial plan with recommendation and implementation:

Example 1: Investment of £100,000



Total fee = £2,500

Example 2: Investment of £375,000



Total fee = £3,750

1% = £3,750

Example 3: Investment of
£1,200,000



Total fee = £10,000

1% fee = £12,000 subject to max financial
planning fee of £10,000

Examples of fees for a recommendation, but with no financial plan

Example 1: Investment of £100,000



Total fee £2,000

2% = £2,000

Example 2: Investment of £250,000



Total fee: £2,500

Full financial plan and set up
charging structure would apply

1% = £2,500

Personal Injury Trust

For assisting in the setting up of a personal injury trust, including opening a Trustee Bank Account, **the minimum charge will be £1,250**. This will cover costs incurred in working with your solicitor on the drafting of the Trust deed and setting up the trustee bank account.

For investment advice for the trust, standard fees (as described above) will apply.



Hourly Rate Charges

Under certain circumstances, we may agree to charge hourly fees based on the time required (based on the complexity of the work in 30min blocks). The appropriate charge will reflect the type of work undertaken. I will allocate fees in 30min blocks as follows for such work:

Financial Planner Work	£350 per hour
Paraplanning work	£150 per hour
Administrator work	£85 per hour

Should we undertake research and analysis work on your behalf, but you decide not to take up our recommendations, we reserve the right to charge you a fee to cover our time. This will typically be represented by the hourly rate as above.

Example:

Financial Planner Work	2 hours x £350 = £700
Paraplanning work	2 hours x £150 = £300
Administrator work	2 hours x £85 = £170
Total fee:	£1,170

The time taken to research a typical and non-complex investment or retirement need or objective, to collate the information and devise an appropriate report, may take approximately 6 hours, which could incur a fee of £1,170. We will estimate the total cost for you in advance of commencing work if you wish. You may ask us not to exceed a specified amount.



Initial Advice Service

On occasion when we work with you Initial Advice may be required, whereby we have reviewed your existing plans and the resulting outcome may be the requirement for a new plan. As a result of this we would have to provide Initial Advice to establish your new plan and explain the reasons we are doing so.



Invoice Procedure

Invoices are issued within 10 days of either an advice service being finalised and/or presented, or in the case of Implementation fees, within 10 days of your product/s being commenced.

If you are paying your initial fee by invoice, we will invoice 40% of the fee on signing of the proposal and invoice the balance on completion



What is not included in our fees?

Will Writing, advice on trusts outside of a product and complex tax calculations/advice. In addition, we will pass on any third-party expense such as Capital Gains Tax (CGT) reporting or third-party discretionary management fees which we may be invoiced on your behalf.

If we do need to charge you for any of these services a fee will be agreed with you in advance. Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.



Refunds and Cancellation Policy

Fees are payable subsequent to our Professional Advice Services being provided, and therefore refunds are not available in normal circumstances. Fees paid in respect of regular or annual services are not refundable. However, any ongoing services may be cancelled upon request. Please also see "Right to Cancel" above, in respect of cancelling individual products or policies.

Should a refund be required due to any element of dissatisfaction on your part, this should be approached via our normal Complaints procedure as outlined above. We will try to resolve the issue to your satisfaction, which may include offering a discretionary refund.



Cost of Ongoing Review Services

Whether you have a sizable and complex portfolio of products, or one or two modest investments, it is important to consider how these should be managed going forward.

We can provide an ongoing review service designed to expertly maintain and monitor your portfolio. The benefit of this is to ensure that your objectives and attitude to risk are correctly aligned with your holdings over an extended period of time. In addition, ongoing advice services ensure that developing and future financial objectives are taken into account.

Furthermore, aspects of your financial arrangements can change over time, including your goals and risk profile as well as the underlying asset's risk characteristics. Ongoing review service can help adapt and position your arrangements to manage such changes and influencing factors. The availability of some services is dependent upon the type of financial plan we implement for you.

Our typical fee is shown below:

**Ongoing Service Charge:
0.85% on the first £1,000,000
and 0.5% thereafter**

A sliding scale of fees applies, meaning that the relevant fee or fee percentage is applied progressively.

Example 1: Portfolio value of £150k = £1,275 per year

Example 2 Portfolio value of £500k = £4,250 per year

Example 3: Portfolio value of £1,200,000 = £9,500 per year

**£1m x 0.85% = £8,500
Remaining £200k x 0.5% = £1,000
Total fee £9,500**

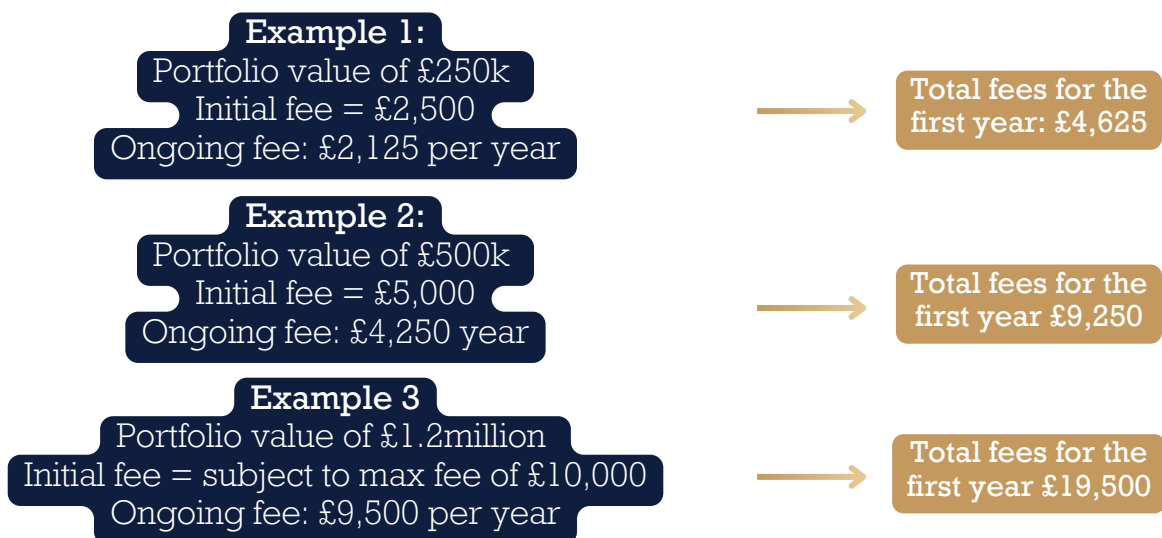


What is included in our Ongoing Review Service?

As a minimum our ongoing review service will provide:

- ✓ Annual valuations
- ✓ Meetings with us if applicable
- ✓ A review of your objectives for the next few years
- ✓ Review of your current situation/Update of Fact Find including any changes
- ✓ If pension planning is within scope, discuss future projections and comment on whether targets are realistic
- ✓ A review of your attitude to risk, identifying any changes in your profile and confirming the ongoing appropriateness of your portfolio against your stated attitude to risk
- ✓ Confirmation of advice costs and charges
- ✓ An annual rebalancing of your portfolio, if required
- ✓ Facilitate top ups to existing investment plans we currently advise on
- ✓ A review of your investment performance against your objectives and circumstances
- ✓ A review of previously recommended arrangements and confirmation of their ongoing suitability (Authorised areas only)
- ✓ A face to face, web, or telephone review meeting at least annually which we will contact you to arrange. This will need to be conducted whilst you are in the UK.

Example of total fees in first year



**Please note that funds under management will fluctuate and the fees payable will change, depending on the value of your investment.*

Opting Out

You may decide to “opt-out” of any ongoing review service. Fees will continue to be applied up to the day that we receive your written or verbal confirmation that our ongoing service is no longer required. From this point on we will no longer provide the services detailed under the “Ongoing review Service” section of this agreement. You are free to do so, however, please take note of the following:



If your financial circumstances, objectives and attitude to risk change over time, the structure of your investment portfolio may no longer remain suitable;



As financial markets fluctuate, the way your assets are allocated in your portfolio may become unbalanced and ultimately expose you to more risk in areas than you wish to accept;



Any negotiated discounts may cease should you opt out of ongoing services;



Any product or service providers may change their charging structure.

Should you opt out, you may opt back into ongoing review services at any time.

Other charges

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products we arrange for you. These charges may be one-off charges (payable up front) or charges payable on an ongoing basis. For example:

Service costs

If your investments are held on a platform (an online investment administration service) or held with a DFM, the platform provider / DFM will make a charge for administering / managing your investments.

Investment costs

These are the costs relating to the manufacturing and managing of your investments – for example, fees charged by the investment fund manager, costs relating to investment transactions.

We'll always disclose any third-party costs as part of making our recommendations.

Aggregated Costs Disclosure

Aggregated costs and charges

Before we provide you with our advice, we will add together all the costs and charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.

We will confirm the actual aggregated costs and charges based on our recommendations within our suitability report where aggregated costs and charges information will be provided.

Tax Efficient Fee Collection

We can advise you on the most tax efficient way of paying our fees.

Value Added Tax

As we act on your behalf as an intermediary and intend to implement financial solutions, our fees are presently exempt from VAT, which means we do not usually have to make an additional charge of 20%.

If we do have to charge you for a service which is subject to VAT, we will inform you in advance.



Client Declaration

This document represents 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 below. If you do not understand any point please ask for further information.

The terms of this agreement will come into effect once signed by you. We reserve the right to amend these terms and will give you notice in good time before making material changes.

I/We acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated.

I/We confirm that I/We are UK resident, and that all advice given by Modulus Financial Planning on their products and services will be given whilst on UK soil.

I/We also confirm that I/We will also notify Modulus Financial Planning immediately, if there are any change to my/our residential address.

Any ongoing service has been agreed whilst you remain a UK Resident. I/We confirm that should I/We become a resident of any other country in the future that I/We will need to inform Modulus Financial Planning Ltd as soon as this happens if I/We wish to continue to engage your services.

This agreement is governed and shall be interpreted in accordance with Northern Irish law and both parties shall submit to the exclusive jurisdiction of the Northern Irish Courts.

Customer Name(s):

Customer signature(s):

Date:



Communications

Tick this box if you would like to use our 'Go Green' paperless service (you will need to maintain a current email address and notify us of any change)



MODULUS
FINANCIAL PLANNING



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