

SDG-Hall Financial Services

Independent Financial Advisors

Terms of Business

&

Client Agreement

Client Name/s:

Adviser Services Required:

- | | | |
|--|--------------------------|-------------------------------|
| Arrange/Advise on Regulated Retail Investment Business | <input type="checkbox"/> | <i>Complete Section 3/4.1</i> |
| Arrange/Advise on Regulated Insurance Business | <input type="checkbox"/> | <i>Complete Section 3/4.2</i> |
| Arrange & Advise on Regulated Home Finance Business | <input type="checkbox"/> | <i>Complete Section 3/4.2</i> |

White Gables 92 Station Lane Hornchurch Essex RM12 6LX
T: 01708 453131 F: 01708 448347 E: darren.hall@sdgarner.com
Website at: www.sdgarner-ifa.co.uk

Authorised and Regulated by The Financial Conduct Authority



Principal: Mr D.P Hall

Terms of Business Version 9 –04 February 2011



SDG-Hall Financial Services

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SECTION 1 - TERMS OF BUSINESS

SDG-Hall Financial Services is **Independent** and will act on your behalf. Because we are independent, we can advise you on a range of products and services from the **whole of the market**.

The Financial Conduct Authority (FCA) authorises and regulates **SDG-Hall Financial Services** under firm reference number **449211** and is bound by their rules.

We advise on and arrange regulated mortgages, life assurance and protection, pension and investments and in authorised unit trusts.

We offer independent advice, but occasions can arise where we or one of our customers 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 or those of one of our customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions.

When we have arranged any investments for which you have given us instructions we will not give you any further advice unless you request it, but we will be glad to advise you anytime you ask us to do so.

We require our clients to give us instruction in writing to avoid possible disputes. We will however, accept oral instructions providing they are confirmed in writing.

You, or we, may terminate our authority to act on your behalf anytime, without a penalty. Notice of this termination must be given in writing.

We keep records of all our business transactions for a minimum period of six years. For pension business this is kept indefinitely.

SDG-Hall Financial Services is a sole trader and has one sole proprietor who is engaged in the day-to-day conduct of investment business. If he were unable to conduct business, say through an accident or illness, we would not want your interests to suffer.

We have therefore made a formal arrangement with another local Independent Financial Adviser to carry out our investment business obligations if we were unable to conduct investment business for more than fourteen days. Full details are available on request

SDG-HALL FINANCIAL SERVICES DOES NOT HANDLE CLIENTS MONEY. We never accept a cheque made out to us or handle cash (unless it is a cheque or cash in settlement of our charges or disbursements for which we have sent you a bill).

We will arrange for all your investments to be registered in your name unless you first instruct us otherwise in writing.

We will forward to you all documents showing ownership of your investment as soon as practical after we receive them; where most documents relating to a series of transactions are involved, we will normally hold each document until the series is complete and then forward them to you.

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Data Protection

Darren Paul Hall is the Data Controller for SDG-Hall Financial Services and is registered with on the Data Protection Register under registration number Z9529903.

You or your appointed agent with the appropriate written authority may inspect your individual client file, contract notes, vouchers and entries in our books (whether kept manually or electronically), which relate solely to your investments or financial information held.

As we treat all our client's records as confidential, we reserve the right to give you copies of your records.

If to do otherwise would be to allow access to files containing records of our other clients.

We will not disclose your information to any third party without your express permission and formal written authority.

Please refer our Privacy Statement which is available on our website www.sdgarner-ifa.co.uk/privacy

If you have a complaint

If you should have any complaint about the advice you receive or a product, which you have bought please write to the compliance officer.

**Mr DP Hall
SDG-Hall Financial Services
92 Station Lane,
Hornchurch
Essex, RM12 6LX**

Telephone: 01708 453131 Fax: 01708 448347 email: darren.hall@sdgarner.com

If you are unhappy with the result of your complaint you have the right to refer your complaint to the Financial Ombudsman Service at the following address.

**Financial Ombudsman Service Limited
South Quay Plaza
183 Marsh Wall
London
E14 9SR**

Telephone 0845 080 1800

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Financial Services Compensation Scheme

If you make a valid claim against **SDG-Hall Financial Services** in respect of any regulated products 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**.

Details of the cover provided by the scheme are given in a leaflet, which we will send you at your request. Further information is available from the **Financial Conduct Authority** and the **Financial Services Compensation Scheme**.

SECTION 2 - ADVISER REMUNERATION OPTIONS

Depending of the Services you require **SDG-Hall Financial Services** can derive its income form the following sources.

Regulated Retail Investment Business

1. Client Fees.
2. Client Fees payable via Adviser Charging through Product Deductions.
3. A Combination of Fees/Fees via Adviser Charging through Product Deductions.

Note: Under the Financial Services Authority “Retail Distribution Review (RDR)” Legislation which comes into force from 01 January 2013, Initial and Indemnity Commission/Procuration Fees are prohibited as a form of adviser remuneration in respect of all regulated retail investment business.

Regulated Insurance Business

1. Client Fees.
2. Client Fees funded by commission payable though Product Deductions where available.
3. A Combination of Fees/Fees Payable through Product Deductions where available.
4. Commission Only payable though Product Deductions where available.

Regulated Home Finance Business

1. Client Fees.
2. Client Fees funded by procuracy fee payable by the Provider
3. A Combination of Fees/Fees via procuracy fee payable by the Provider where available.
4. Procuracy Fee only payable by the Provider

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SECTION 3 - CLIENT FEE RATES (where applicable)

Regulated Retail Investment Business, Regulated Insurance Business & Regulated Home Finance Business

Stage 1) Initial Advice & Recommendation - Fees/Charges for

1. Any Initial Fee will be charged at an hourly fee rate of £95.00 per hour on a time cost basis. A time ledger will be provided to show how any fee has been calculated

Stage 2) - Arranging Products or Recommendation - Fees/Charges for

2. A Fee will be charged at an hourly fee rate of £95.00 per hour on a time cost basis.
3. A Fee funded by Adviser Charging and paid by the provider via deduction from your product will be charged at an hourly fee rate of £95.00 per hour on a time cost basis.

Stage 3) Ongoing Servicing - Fees/Charges for

1. Any ongoing Fee will be charged at an hourly fee rate of £95.00 per hour on a time cost basis for any work done in respect of any products relating to this agreement.
2. Any ongoing Fee funded by Adviser Charging and paid by the provider via deductions from your product will be charged at an hourly fee rate of £95.00 per hour on a time cost basis for any work done in respect of any products relating to this agreement.

We will inform you of any changes to our hourly rate when appropriate.

Regulated Insurance Business & Regulated Home Finance Business Only

Where we are able to fund our costs with commission/procurement fees we will inform you before the plan/home finance product commences of the all commission, initial and ongoing, or other payments or benefits that we may receive in connection with any proposed transaction depending on the type of product selected.

If we have agreed not to charge you a fee for our services because we will receive commission/procurement fees from a product provider, and you subsequently stop making contributions, we may have to repay any commission/procurement fees back to the product provider.

Where this means that the cost of advice has not been met we reserve the right to charge you a fee, as detailed above, for costs outstanding, except if you cancel the policy during the statutory cooling of period.

If we recommend to you any product to which this arrangement applies, we will tell you the fee payable, and the latest time at which it would be charged.

If we receive a commission or fee or other form of benefit from the issue of a security or from another intermediary, we will inform you, but we will not tell you its amount unless you ask us to do so.

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SECTION 4 - CLIENT AGREEMENT

4.1 – Regulated Retail Investment Business

Please refer to our Keyfacts Disclosure Document “About the cost of our services” for Retail Investment Business already provided.

Please indicate the remuneration option required

Stage 1) Advice & Recommendation

I/We confirm receipt of the Keyfacts Disclosure Document – “About our service and costs” for Retail Investment Business and agree to meet the cost of the initial advice and services by way of
(PLEASE TICK BELOW TO INDICATE WHICH OPTION IS REQUIRED)

- An initial fee based on a time cost basis.**
Or
 An fixed initial fee of £.....

Signatures for Stage 1

Signed..... Name..... Date.....

Signed..... Name..... Date.....

Stage 2) –Arrange a Regulated Retail Investment Product or a Regulated Retail Investment Recommendation

I/We have selected to meet the cost of any additional advice & services rendered by SDG-Hall Financial Services by way of either

(PLEASE TICK TO INDICATE WHICH OPTION IS REQUIRED)

- An additional fee based on a time cost basis.
 An additional fee on a time cost based funded by way of an adviser charge from the regulated retail investment product/recommendation where available
Or
 An Additional Fixed fee of £.....
 An Additional Fixed fee of £..... funded by way of an adviser charge from the regulated retail investment product/recommendation where available

Signatures for Stage 2

Signed..... Name..... Date.....

Signed..... Name..... Date.....

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Stage 3) Ongoing Advice & Servicing

I/We have selected to meet the cost of any ongoing advice & services to be rendered by SDG-Hall Financial Services in respect of a regulated retail investment product/recommendation by way of either

(PLEASE TICK BELOW TO INDICATE WHICH OPTION IS REQUIRED)

- An additional fee based on a time cost basis for any work done in respect of any regulated retail investment product/recommendation relating to this agreement.**
- An additional fee funded by way of an ongoing adviser charge from the product provider selected where available for any work done in respect of any regulated retail investment product/recommendation relating to this agreement
- Or
- An Additional fixed fee of £..... for any ongoing work required in respect of any regulated retail investment product/recommendation relating to this agreement
- An Additional Fixed fee of £..... by way of an adviser charge from the product selected provider where available for any work done in respect of any regulated retail investment product/recommendation relating to this agreement

Fee Based Advice & Services: Our terms relating to the payment of amounts invoiced is strictly 30 days from the date of our invoice. Interest will be charged on all overdue debts at a rate of 1.5% per month. We are also entitled to reimbursement of any administration costs incurred in collecting our outstanding fees.

Signatures for Stage 3

Signed..... Name..... Date.....

Signed..... Name..... Date.....

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4.1 – Regulated Insurance & Home Finance Products (Not Retail Investment Business)

Please refer to our Keyfacts Guide “About the cost of our services” for Regulated Insurance & Home Finance (not Retail Investment Business) for full details

Please indicated the remuneration option required

Stage 1) Advice & Recommendation

I/We confirm receipt of the Keyfacts Disclosure Document – “About our service and costs” for Regulated Insurance & Home Finance Business and agree to meet the cost of the initial advice and services by way of

- An initial fee based on a time cost basis.
- Or
- A fixed initial fee of £.....

Stage 2) –Arrange a Product or Recommendation

I/We have selected to meet the cost of any additional advice & services rendered by SDG-Hall Financial Services in respect of a Regulated Insurance or Home Finance Product (not Retail Investment Business) by way of either
(PLEASE TICK TO INDICATE WHICH OPTION IS REQUIRED)

- Procuration fee/commission only as disclosed on the Keyfacts Mortgage Illustration

Where this option is selected, we will disclose to you the exact amount of any procuration fee or commission due in writing, before you take out any Regulated Insurance or Home Finance Product/Recommendation irrespective of the amount.

Important Note

Where an up front indemnified commission is received from a product provider of a Regulated Insurance Product/Recommendation a claw back period for any indemnity commission received will apply in the early years of the plan. This period will be disclosed to you on the Keyfacts Personal Illustration applicable to that plan.

Should you cancel any Regulated Insurance Product/Recommendation that we have arranged within this claw back period, all or a proportion of any commission received would be repayable back to that provider. We will advise you at the point of sale whether this will apply to you.

Commission Based Advice: If a claw back is requested by a provider on the cancellation of any plan within the claw back period in respect of a regulated insurance product/recommendation we reserve the right to recover the amount of claw back from you.

- A fee based on a time cost basis at an hourly charge out rate currently £95.00 per hour offset by commission from a regulated insurance or home finance product/recommendation based on time cost basis,

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Important Note

If the commission available is insufficient to cover the time spent in providing you with advice and additional services as laid out in the time sheet, a fee for the balance would still be payable.

Where an up front indemnified commission is required to be offset against our fees from a provider of a regulated insurance product/recommendation a claw back period for any commission received will exist in the early years of the plan. This period will be disclosed to you on the Keyfacts Personal Illustration applicable to that plan.

Should you cancel the plan within this claw back period, all or a proportion of any commission received would be repayable to that provider. We will advise you at the point of sale whether this will apply to you.

If a claw back is requested by a provider on the cancellation of any plan within the claw back period we will require a fee from you to cover the amount of claw back.

Fee Based Advice & Services: Our terms relating to the payment of amounts invoiced is strictly 30 day from the date of our invoice. Interest will be charged on all overdue debts at a rate of 1.5% per month. We are also entitled to reimbursement of any administration costs incurred in collecting our outstanding fees.

- A fee only based on a time cost basis and an hourly charge out rate of currently £95.00 per hour.

Fee Based Advice & Services: Our terms relating to the payment of amounts invoiced is strictly 30 days from the date of our invoice. Interest will be charged on all overdue debts at a rate of 1.5% per month. We are also entitled to reimbursement of any administration costs incurred in collecting our outstanding fees.

Signatures for Stage 2

Signed..... Name..... Date.....

Signed..... Name..... Date.....

Stage 3) Ongoing Advice & Servicing

I/We have selected to meet the cost of any ongoing advice & services to be rendered by SDG-Hall Financial Services in respect of a regulated retail insurance or home finance product/recommendation by way of either

(PLEASE TICK BELOW TO INDICATE WHICH OPTION IS REQUIRED)

- An additional fee based on a time cost basis for any work done in respect of any regulated retail investment product/recommendation relating to this agreement.
- An additional fee funded by way of an ongoing adviser charge from the product provider selected where available for any work done in respect of any regulated retail investment product/recommendation relating to this agreement
Or
- An Additional fixed fee of £..... for any ongoing work required in respect of any regulated retail investment products relating to this agreement

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- An Additional Fixed fee of £..... by way of an adviser charge from the product selected provider where available for any work done in respect of any regulated retail investment product/recommendation relating to this agreement

Fee Based Advice & Services:

Our terms relating to the payment of amounts invoiced is strictly 30 days from the date of our invoice. Interest will be charged on all overdue debts at a rate of 1.5% per month. We are also entitled to reimbursement of any administration costs incurred in collecting our outstanding fees.

Signatures for Stage 3

Signed.....Name.....Date.....

Signed.....Name.....Date.....