



SANDRINGHAM

FINANCIAL PARTNERS

Your Financial Partner for Life

Our Client Agreement

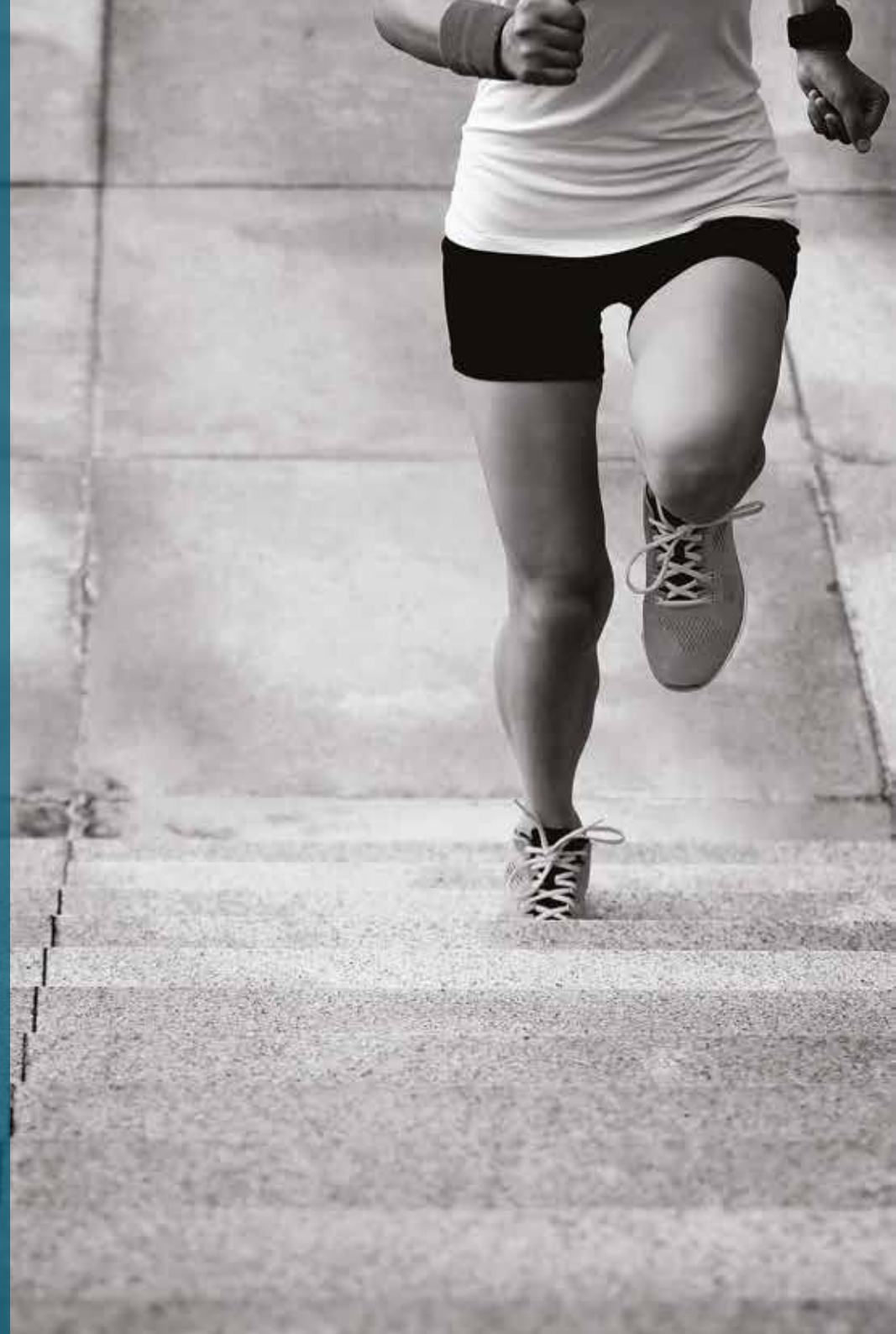
Our aim is to create a financial partnership for life, by delivering advice solutions that benefit you now and in the future.

The purpose of this document is to explain how Sandringham Financial Partners Ltd ('Sandringham') works and how we will work with you. We want to provide you with information about our business so that you know about the services we can offer.

Our regulator, the Financial Conduct Authority suggests that you use the information in this document to decide whether the services of the firm are right for you. Please take time to read it carefully. Your adviser will be able to explain about anything which you are unsure of.

This document also covers what you will pay for our services. It is very important to us that our fees and charges are transparent and fair based on the work we do. We will not charge you anything without your prior agreement. In this document we refer to our authorised financial advisers as 'Advising Partners'. We use this term to describe the partnership between our advisers and Sandringham. It underpins the pride we have in working together for the best possible client outcomes. We hope this sense of partnership will extend to your own relationship with your Sandringham Advising Partner.

This document includes all the information that you need to begin or continue a relationship with Sandringham Financial Partners Limited. If you would like to understand more about the services, we offer please ask for a copy of our current Client and Investment brochures.



The products and services we offer

We will classify you as a 'retail client' in all circumstances. Provision of services to any party who is not a retail client is not covered in this agreement. A retail client receives the highest level of consumer protection from not only our firm and our statutory regulators but also the Financial Ombudsman Service.

The service we provide for investment or pension advice:

Independent Advice

We will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on an analysis of the whole market and its diverse range of product types and providers.



Restricted Advice

We will advise and make a recommendation for you after we have assessed your needs, but only offer advice on a limited range of products or products from a limited number of companies.



No advice

You will not receive a recommendation from us. We may ask questions to narrow down the selection of products. You will need to make your own choice on how to proceed.



Insurance Advice

We provide advice on products from a range of insurers. Sandringham is an intermediary for insurance business and we provide advice to you on insurance products. We act on behalf of you the customer when dealing with insurance companies.

Use of technology for research

We provide advice from the whole of the market. We may use computer software to obtain rates, prices and quotes from a variety of product providers to recommend the most suitable products for you.

Our Investment Committee

Our Investment Committee recommends investment products, funds or portfolios to our Advising Partners. We do this to provide technical research services to our Advising Partners who can then decide whether a recommended product, fund or portfolio is suitable for you. We employ the services of a specialist research company to assist in making these decisions. Our Investment Committee can consider any investment provider from the whole of the market and we update this regularly. Our Advising Partners are not obliged to recommend any fund or portfolio suggested by the Sandringham Investment Committee.

Our relationship with product providers

Sandringham does not receive any financial support from any insurance company, fund manager or product provider. We do not receive a share of product costs or management charges from the products we recommend to you. We may receive payments from product providers, insurance companies or fund managers to reimburse the firm for the cost of providing training or facilities to our Advising Partners. These payments do not influence our Investment Committee. No company is obliged to participate in these training activities. You may ask us for a list of the providers and payments we have received.

Our advice process

4 stages

There are 4 stages to the Sandringham Advice Process. Whether you are a new client, or you already enjoy a relationship with an Advising Partner, these key stages help you to understand the work we do to deliver the best possible advice. Financial planning is an ongoing process and by agreeing to stage four of our advice process, we can commit to providing you with an ongoing service.

Each time we review your financial plan, we begin our advice process again. This means catching up with you regarding any changes which affect you personally, delivering advice where appropriate, and amending your financial plan to suit your needs. The repetition of this process is the driving force keeping you connected to your finances and on track to meeting your long term objectives.

Stage 1 - Discovery & Assessment:

At this stage, we work with you to identify your needs and objectives. We will consider what policies or plans you already have in place and will help you to identify 'gaps'. For investment cases, including pensions, we will assess your investment personality - your attitude to investment risk, and capacity for loss. We will also explain the advice process and how we charge for advice. We often provide this stage at our own cost to determine whether or not we can assist you. The presentation and explanation of this document is always carried out at our own cost.

Stage 2 - Research & Recommendations

Next, we'll start the process of creating your Personal Financial Plan based on your stated aims and ambitions. Your plan will cover specific timed events and your longer-term, well-defined strategy. Our advice and recommendation will be backed by the quality of the research we continually undertake on behalf of our clients - economic trends, world events, financial products and more.

We'll present you with your Personal Financial Plan. We will clearly explain each recommendation. If you wish to proceed with all or some of our recommendations, you may be asked to sign an agreement or proposal forms. We will liaise with the providers we recommend to implement the advice upon which we have agreed. We can provide advice on all areas of financial planning; however, we find that our advice is most effective when we agree to prioritise your needs. It's also easier to understand. We will confirm to you what your priorities are, both in our 'Suitability Report' and when you receive focused advice.

Stage 3 - Implementation:

When we have agreed your priorities, we will organise the documentation needed to put your financial plan into action. We will liaise with the product providers involved in our recommendation to ensure your plan is structured in exactly the way we have agreed. You will receive policy documents or contract notes directly from the companies with whom you have invested.

Stage 4 - Review & Administration (Precision)

We believe it is incredibly important to review your financial planning needs on a regular basis. Few significant financial transactions can be considered successful without a degree of ongoing maintenance or attention. As your professional advisers, we strive to provide a proactive and useful ongoing relationship. For investment work (including pensions), we will offer you the opportunity to become a client of Sandringham Financial Partners on an ongoing basis. We provide you with an ongoing service consisting of 4 pillars. We call this service Precision.

Stage Four

Our ongoing Precision Service

Precision is our commitment to you. It is designed with three simple concepts in mind:

- To keep you informed
- To provide easy access to your financial information
- To build and maintain a professional relationship of trust with your adviser

Why become a Precision client of Sandringham Financial Partners?

As well as offering access to investments, pension and insurance solutions from across the market, the real value in working with an adviser is about the long-term journey of financial planning.

There is academic evidence to suggest that individuals who work with an adviser over the long-term are not only better connected to their financial planning, but also enjoy greater wealth in retirement.*

Working with your adviser can include many advantages, such as:

- A regular schedule or 'point in time' to assess your overall position
- Reviewing the performance of your policies
- Reviewing any 'gaps' in your financial plan
- Assessing things which might affect your financial future or the wellbeing of others
- Providing an opportunity to check that you are making the most of the UK tax system by using allowances and reliefs appropriate to you
- Thorough explanation of legislative changes and how you might benefit from them
- Investing and continuing to invest in a manner appropriate for you

Think of it this way...

When you make any important financial decision - like buying a house or a car - you might want to pay for a service or occasional maintenance.

You might do this to ensure the item continues to operate in the way in which you expect. You also know that spending some money now to perform some routine checks can avoid having to spend a large amount in the future, if a problem were left unchecked.

Periodic Assessment of Suitability

We will provide a periodic assessment of suitability for any plans that we recommend to you. We might also provide an indicative assessment for any other plans that you hold. Although we will highlight unsuitable plans to you, it remains your responsibility to ask us about the options to amend any plans that we deem unsuitable.

The 4 parts of Precision – our ongoing service

1

Our Annual Review Service

We will provide you with an update on the risk, performance and valuation of investments and pensions about which you have informed us. We will provide a periodic assessment of suitability and a 'gap analysis' based upon the information we hold about you.

We will offer you the chance to go through this review with your Advising Partner at a meeting. We will do this at least annually.

2

Access to our online Wealth Platform

We will provide you with access to our online Wealth Platform, which allows you to view your policies and products securely online, at any time. You can also store important documents here as well as undertake a new assessment of your attitude to risk. We can use this online portal to deliver documents to you.

3

Subscription to our Regular Newsletters and Budget Updates

We will provide you with regular news articles and updates via our newsletter service. We use this service to advise you of changes that might affect you and products or services that might benefit you. We will also provide a consolidated budget update so you always have the most important information clearly, succinctly and in good time.

4

Priority access to your Advising Partner

As a Precision client, you will enjoy priority access to your adviser, above any transactional client. You will also be able to contact our main office for assistance if your adviser is unavailable.

If your Advising Partner identifies a specialist need, they will ensure that you are introduced to a qualified specialist within the group.

A fee is payable for the Precision Service. You can stop the service at any time by writing to info@sandringham.co.uk or our head office address shown on this document. We will then inform your Advising Partner and cancel the payment of any fees within 30 days. If we receive further fees after this date, you can ask us for a refund. If you cease the Precision Service, you cease to be a client of Sandringham Financial Partners Limited, or any associated business, and we will not maintain information on your products, policies, or their suitability for you.

*Old Mutual Wealth/YouGov 2014

Paying for our services

We will agree our fees with you before commencing any chargeable work. Our fees become payable when we have completed the advice stage on which those fees were agreed. For example, if we agree that a fee is payable for implementing a new investment (stage 3) this will also include the provision of stages 1 and 2.

We can agree fees as follows:

A fixed fee

This is the simplest method of agreeing a fee. We agree a fixed monetary amount for the work that we carry out. Once agreed the fee is payable only when we have completed the work. We will always describe the fee in GBP£ and this is the only currency in which we can accept payment. The exact amount of the fee will depend on your circumstances and the work to be completed.

An hourly rate

We can agree to work on an hourly rate. Our typical hourly rates are between £150 and £300 per hour depending on the work involved, the experience and qualifications of the Advising Partner, and your needs. You can ask us for an indication of the likely time involved in any work we do for you, or you can ask us not to exceed a fixed amount without contacting you first.

A percentage of the amount invested

We may agree to charge you based on a percentage of the amount you decide to invest:

- For stages 1,2 & 3 we typically charge an initial advice fee of 3% of the amount you decide to invest
- For our ongoing service, we typically charge 1% of the value of your investments per annum. Our typical minimum for the Precision Service is £400 per year.

The examples to the right show what these typical fees could be in cash terms, given different amounts of investment. The fee for the Precision Ongoing Service is stated as the annual figure.



A fixed fee - example:

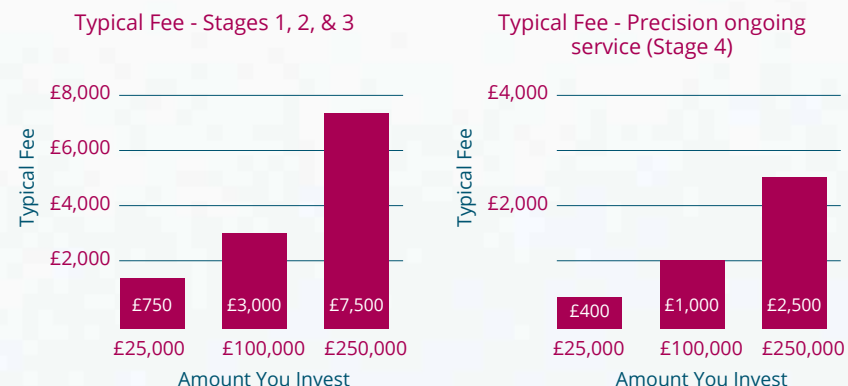
For a new investment of £20,000	£600 initial fee (stages 1,2,3). £400 per annum for our Precision Ongoing Service
For a review of your personal pension plans worth £100,000	£3,000 initial fee (stages 1,2,3) £1,000 per annum for our Precision Ongoing Service

An hourly rate - example

For a new investment of £20,000	Approximately 3-4 hours work which could amount to a fee of £600 (stages 1,2,3).
For a review of your personal pension plans worth £100,000	Approximately 15-20 hours work which could amount to a fee of £3,000 (stages 1,2,3).

A percentage of the amount invested - example

Our typical fees as a percentage are 3% for stages 1,2,3 and 1% per annum for stage 4. You can see how this translates to a GBP£ figure in the examples below:



These are examples. We will always give you an actual amount in GBP£ before we commence any chargeable work.

For insurance only, we can be paid by commission

For a new policy with a monthly premium of £25 per month, payable for 25 years

The average commission would be £557.67

For insurance products, we may also receive an ongoing commission called a 'trail' commission. This does not automatically mean that we will provide you with our Precision Service or an ongoing review of any kind. Please ask an Advising Partner about receiving the Precision Service.

We may charge fees on one or a combination of the bases shown above. We will always agree the amount with you and the basis of charge before we commence any chargeable work.

Do you have to pay VAT?

The service we provide is based on the premise that we will provide intermediation services for you. We do not offer our own products and our role is to assess any existing products that you might have, and advise you on the suitability of new products that we recommend to you.

VAT does not apply to services of intermediation. Where it is your intention to obtain services from us, we will assume that you intend for us to intermediate on your behalf. This means that if we recommend a financial product having assessed that it is suitable for you, we understand that you will proceed with the purchase of that product. However, at no time are you under any obligation to do so.

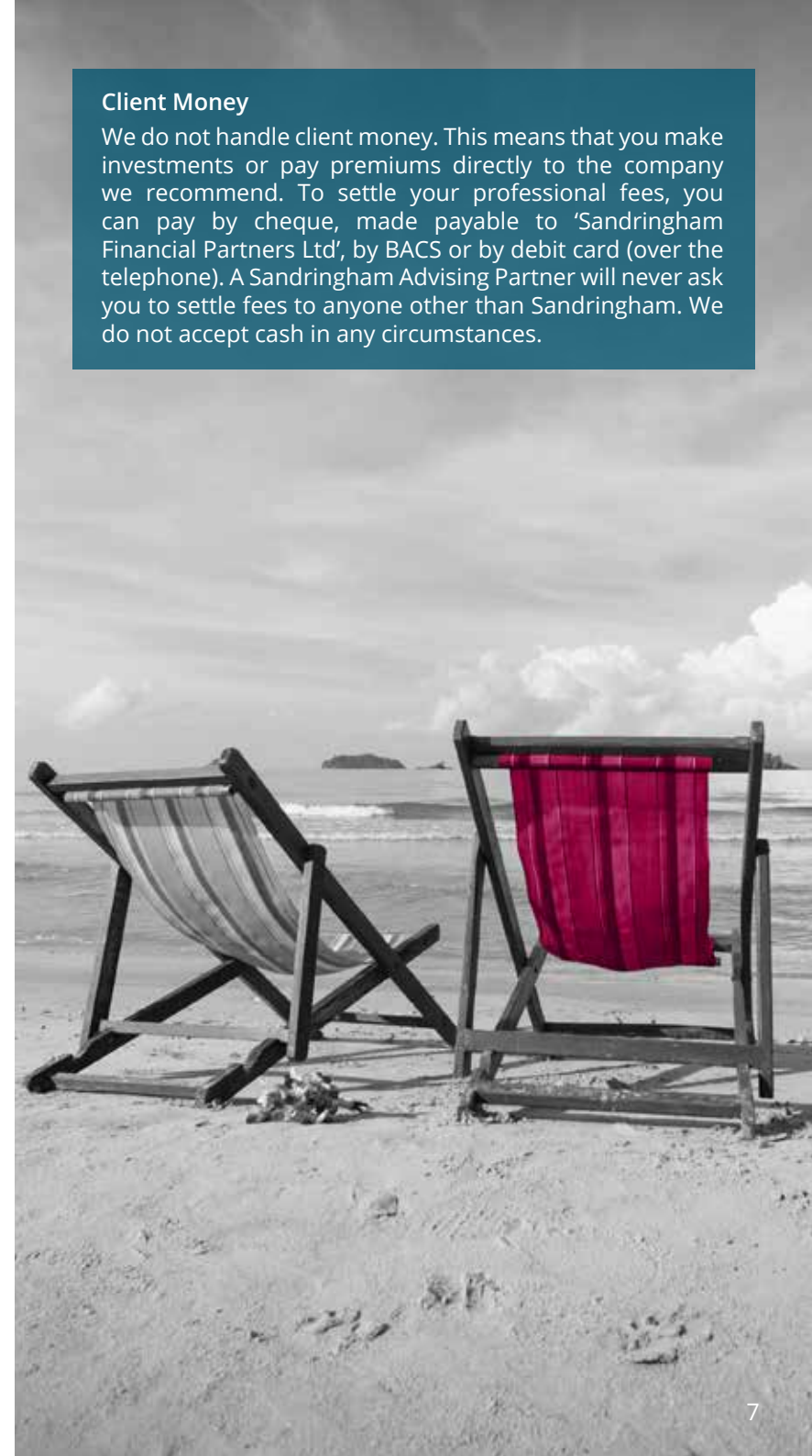
For our ongoing service we will provide you with the service described as well as periodic services of intermediation. We intend to recommend suitable products to you on an ongoing basis. VAT may apply when there is no intention from you or us to provide intermediation (for example, if you just require a statement or valuation with no other services). Where VAT is payable, we will provide a VAT invoice.

Settling your fees—your choices:

	Initial fees (Stages 1,2,3)	Ongoing Fees (Stage 4)
Pay your fees directly to Sandringham	You can pay by cheque, BACS or by card payment over the telephone. Any monies you invest will be entirely invested with no deductions for advice fees. Please ask for our bank details.	You can pay by cheque, standing order or by card payment over the telephone. Any monies you invest will be entirely invested with no deductions for advice fees. Please ask for a standing order form.
Pay your fees by deduction from a policy or product	Where available, you can pay by deducting our fees from a product. For example, if you invested £100,000 and our fee was 3%, this would result in £97,000 being invested for you.	Where available, you can pay by deducting a product. For example, if you invested £100,000 and our ongoing fee was 1%, this would result in £1,000 being deducted each year. Proportionate deductions may be made quarterly or monthly, depending on the provider

Client Money

We do not handle client money. This means that you make investments or pay premiums directly to the company we recommend. To settle your professional fees, you can pay by cheque, made payable to 'Sandringham Financial Partners Ltd', by BACS or by debit card (over the telephone). A Sandringham Advising Partner will never ask you to settle fees to anyone other than Sandringham. We do not accept cash in any circumstances.



Important Information about our firm...

Sandringham Financial Partners was founded in 2012. Since then, we have grown to support thousands of clients across the United Kingdom through our Advising Partners. Sandringham Advising Partners prioritise their clients' needs above all else. This is achieved by combining their professional expertise with structured support from our Technical and Administrative base in Huddersfield, West Yorkshire. Our primary objective is to ensure that your Advising Partner has the time, resources and information to provide you with the best possible financial advice, and with your financial objectives in mind.

Sandringham is a privately-owned business. Shareholders in Sandringham Financial Partners include its staff and its Advising Partners. Sandringham is not owned by any mortgage lender, investment or insurance company that we work with. 75% of the share capital in Sandringham Financial Partners Limited is owned by Clear View Assured Limited. Sandringham Financial Partners Ltd is a company registered in England: company number 08022795. Sandringham Financial Partners is VAT registered: registration number 153 0427 42. Our Head Office/ registered address is 5th Floor, 30 Market Street, Huddersfield, HD1 2HG. Clear View Assured Ltd is a company registered in England: company number 08022316.

Advising Partners at Sandringham are expected to maintain high personal and professional standards. We perform detailed checks, referencing and investigation into their previous advising activities before they are invited to join Sandringham. All our Advising Partners hold or exceed the required qualification standards for the types of advice that they provide. In addition, our Investment (including pensions) Advising Partners are required to hold a valid 'Statement of Professional Standing', which is renewed at least annually. It confirms that an Adviser adheres to a code of ethical standards, holds the required qualifications for the activities they undertake, has completed appropriate Continuing Professional Development (to ensure their knowledge and skills are up to date), and has complied with the Financial Conduct Authority's Statements of Principle and Code of Practice for Approved Persons. All our Advising Partners receive feedback on their performance and are monitored by our dedicated Compliance Team. This gives you confidence that they remain capable of delivering the best possible advice and service to you.

Most financial services firms, including financial advisers, are subject to statutory regulation. Sandringham Financial Partners Limited is authorised and regulated by the Financial Conduct Authority. Our firm reference number is 581304. The Financial Conduct Authority is the national regulator in the United Kingdom and is the National Competent Authority for UK financial services regulation in British and European law. You can find out about our permissions, our authorisation and the individuals within the firm at www.fca.org.uk/register/

What if you are unhappy about our services?

If you are in any way dissatisfied with the services or advice you receive from us, you should complain to us immediately. To do so, you can contact us as follows:

In writing: Sandringham Financial Partners, 5th Floor, 30 Market Street, Huddersfield, HD1 2HG

By email: info@sandringham.co.uk

Telephone 01484 504 900

You can ask for our complaints handling procedures at any time (you do not have to complain first) and your complaint will be dealt with by a person who is independent of the subject of your complaint. If you remain dissatisfied with the outcome, you may be able to refer your case to the Financial Ombudsman Service.

The Financial Ombudsman Service can be contacted on 0800 023 4567 or by completing an online form available via the Ombudsman's website which is:

www.financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the scheme if Sandringham cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

For Investments: Most types of investment are covered for 100% up to a limit of £50,000 per person per firm.

For Insurance: Insurance advising and arranging is covered for 90% of the claim with no upper limit. For certain classes of insurance including compulsory insurances, 100% of the claim is covered with no upper limit.

For Home Finance (e.g. mortgages): Mortgages are covered for 100% up to a limit of £50,000 per person per firm.

For Deposit Accounts (e.g. bank accounts): Deposits are covered for 100% of the claim up to £85,000 per person per firm.

Communication and Your Instructions

We will communicate with you in English. Any instructions you provide must be given in writing and in English. This may be in the form of an application or proposal to purchase a product.

Costs and charges

We will provide you with information on all the costs and charges associated with buying an investment or an insurance based investment product before you commit to the purchase. This will aggregate the total charges, but you can ask us for a breakdown of those charges. We will also ensure that you receive a statement of charges at least annually.

IMPORTANT - HOW WE WILL USE YOUR PERSONAL INFORMATION

Sandringham Financial Partners are a leading provider of financial advice within the UK. We take your privacy seriously and will only use your personal information where necessary to provide you with the products and services you have contractually agreed with us, and to provide you with the best experience with our products. Any questions regarding our privacy practices should be sent by email to: info@sandringham.co.uk, or by writing to Sandringham Financial Partners, 5th Floor, 30 Market Street, Huddersfield, HD1 2HG. Alternatively, you can telephone 01484 504900.

How we collect your data

We obtain information about you during interaction with your financial adviser, from information requested from financial product providers or information you provide via our websites.

What information is being collected?

We collect the information required to provide financial advice, apply for financial products and/or to provide you with our ongoing service. We use many different kinds of personal information, and group them together like this:

Contact • Financial • Socio-Demographic • Social Relationships • Contractual Communications • Open Data and Public Records • Usage Data • Documentary Data • Special types of data – e.g. Health, Religious, Criminal • Consents • National Identifier

For more information and a full list of the categories of information we collect please refer to our Privacy Policy at <http://client.sandringham.co.uk/privacy>

We may need to collect personal information by law, or under the terms of a contract we have with you. If you choose not to give us this personal information, it may delay or prevent us from meeting our obligations or obtaining the products and services requested. It could also mean that we cancel a product or service you have with us. Any data collection that is optional would be made clear at the point of collection.

Why we process your data

We may use your information to:

- carry out our obligations arising from any contracts entered into by you and us
- provide you with financial advice
- act as your agent to purchase financial services products
- provide our Precision Ongoing Client Service
- provide a customised experience via our Wealth Platform client portal or other websites
- deal with any complaints which may arise in the future;
- provide you with information about other services we offer that are similar to those which you have already used or enquired about;
- seek your views or comments on the services we provide;
- notify you of changes to our services;
- send you communications which you have requested or that may be of interest

How we share your data

We will not sell or rent your information to third parties. We will not share your information with third parties for marketing purposes. Your personal data will be treated as strictly confidential and will be shared only with our service providers (for the purposes described in this statement) or any financial product provider from whom products or services will be purchased.

We contractually require service providers to keep information secure and confidential and we do not allow our data processors to disclose your information to others without our authorisation, or to use it for their own purposes. Your data may also be transferred to the Financial Conduct Authority or any other statutory, governmental or regulatory body, if required.

To provide services to you we may be required to pass your personal information to product and service providers located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK.

By submitting your personal data, you're agreeing to this transfer, storing or processing of it. If we transfer your information outside of the EU in this way, we will take steps to ensure that appropriate security measures are taken with the aim of ensuring that your privacy rights continue to be protected as outlined in this Policy. For more information on how we may share your data please refer to our Privacy Policy at <http://client.sandringham.co.uk/privacy>

How long we will keep it

We review our retention periods for personal information on a regular basis. We are legally required to hold some types of information to fulfil our statutory obligations (for example, our regulator, the Financial Conduct Authority require that records of our advice are kept for certain periods). We will hold your personal information on our systems for as long as is necessary for the relevant activity, or to fulfil our legal and statutory obligations.

Access to your information and correction

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please email or write to us at the address above. We may make a small charge for this service. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove inaccurate information.

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes. You can exercise your right to prevent such processing by checking/ticking certain boxes we use to collect your data. You can exercise this right at any time by contacting us using our contact details set out below.

For more information on your rights concerning your personal data please view our Privacy Policy at <http://client.sandringham.co.uk/privacy>

Further Information

For further information on how your information is used, shared and kept secure, please view our Privacy Policy at <http://client.sandringham.co.uk/privacy>

Fee Agreement (client copy)

This is your fee agreement with your Advising Partner and Sandringham. Unless you ask us to do so, or the service we provide to you is eligible for VAT, we will not issue another invoice.

Stage 1
Discovery & Assessment

£/%/rate

Paid directly
by you

Paid via
deduction
from the
product

Stage 2
Research &
Recommendations

£/%/rate

Paid directly
by you

Paid via
deduction
from the
product

Stage 3
Implementation

£/%/rate

Paid directly
by you

Paid via
deduction
from the
product

Stage 4
Administration & Review
Precision Ongoing Service

£/%/rate

Paid directly
by you

Paid via
deduction
from the
product

Payment by Commission
(Insurance products only)

You will pay for our services by commission from the product that we recommend to you.

You will pay for our services by fee. We will rebate all commission into the plan which may reduce the premium you are asked to pay.

We have agreed a fixed fee of:

£

Payment of VAT

You understand the Sandringham advice process and intend for us to intermediate on your behalf. This means that if we recommend a financial product to you, having assessed that it is suitable for you, it is your intention to proceed with the purchase of that product. However, you understand that at no time are you under an obligation to do so. Please tick this box to confirm this is your intention.

Special Category Personal Data

To provide you with the services explained in our client agreement, we may need to collect special category personal data – specifically information about your health and medical history. We need your explicit consent to obtain and hold this information. We will hold onto this part of your personal data for as long as we need it to fulfil our contractual obligations to you, or for as long as we are required to do so by regulation or law. We will not use this data for marketing.

I/We consent

I/We do not consent

Adviser Print Name

Date

Signature

Client 1 Print Name

Date

Signature

Client 2 Print Name

Date

Signature

Fee Agreement (partner copy)

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Stage 1 Discovery & Assessment

£/%/rate

Paid directly
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Stage 4 Administration & Review Precision Ongoing Service

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I/We consent

I/We do not consent

Adviser Print Name

Date

Signature

Client 1 Print Name

Date

Signature

Client 2 Print Name

Date

Signature

The logo for Sandringham Financial Partners features the word "SANDRINGHAM" in a large, dark blue, serif font. Above the letter "I" in "RINGHAM" is a red sunburst icon. Below "SANDRINGHAM" is the text "FINANCIAL PARTNERS" in a smaller, dark blue, sans-serif font. At the bottom of the logo is the tagline "Your Financial Partner for Life" in a red, sans-serif font.

SANDRINGHAM
FINANCIAL PARTNERS
Your Financial Partner for Life

'Advising Partner' is a marketing term. Sandringham's financial advisers are shareholders in Sandringham Financial Partners Limited. They are not Partners of the firm in its literal legal meaning.

VISIT: www.sandringham.co.uk
EMAIL: info@sandringham.co.uk

Sandringham Financial Partners is authorised and regulated by the Financial Conduct Authority; FCA number: 581304.

Registered Office: 5th Floor, 30 Market Street,
Huddersfield HD1 2HG