



Camelot House  
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## Financial Services Ltd

Client Agreement document for Merlin Financial Services Ltd

### INVESTMENT SERVICES

Merlin Financial Services Ltd is permitted to advise on and arrange (bring about) deals in investments.

With regard to investments which we have arranged for you, these will not be kept under review, but we will advise you upon your request. However, we may contact you in the future by means of an unsolicited promotion (i.e. where you had not expressly requested it) should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you.

Merlin Financial Services Ltd **does not handle clients' money**. We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of charges or disbursements for which we have sent you an invoice).

### REGULATORY STATUS

Merlin Financial Services Ltd, Camelot House, 60 Barbourne Road, Worcester, WR1 1JA is authorised and regulated by the Financial Services Authority. Our FSA Register number is 189740

You can check this on the FSA's Register by visiting the FSA's website – [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

The Financial Services Authority can be contacted at the following address: 25 The North Colonnade, Canary Wharf, E14 5HS

### CLIENT CATEGORISATION

In providing investment services to you, we will categorise you as a retail client. The type of client category will determine the level of protections afforded to you under the regulatory system. As a retail client the regulatory protections available to you are determined by this category and will be the highest available.

Where we have categorised you other than as a 'retail client' (see above), you may request re-categorisation under a client category which benefits from a higher degree of protection. However, we reserve the right to agree to such a re-categorisation on a case-by-case basis, and where we agree to do so it does not necessarily mean that you will have a right of access to the Financial Ombudsman Service.

### WHOSE PRODUCTS DO WE OFFER?

Our standard service is to offer products from the whole of the market for investment business.

*Where business is conducted on an 'execution only' basis we will arrange the business with the company you have selected.*



Independent Corporate & Personal Financial Planning  
Merlin Financial Services Limited Registered in England no. 4161597  
Head & Registered Office: Camelot House, 60 Barbourne Road, Worcester, WR1 1JA  
Authorised and Regulated by the Financial Services Authority.



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## **WHICH SERVICE WILL WE PROVIDE YOU WITH?**

Our standard service for investment is to advise and make a recommendation after we have assessed your needs.

*For business conducted on an 'execution only' basis we will not, at your request assess your needs or make a recommendation and will act only upon your specific instructions.*

## **CONFLICTS OF INTEREST**

Merlin Financial Services Ltd offers advice in accordance with that described in this document. Occasions may arise where we or one of our other clients have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflicts with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

As a consequence of such potential conflicts of interest arising, we have put arrangements in place to ensure our clients are treated fairly. We have also implemented a conflicts of interest policy to help us to manage such risks, which you may access upon request.

## **TERMINATION OF AUTHORITY**

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 and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated, which will be completed according to the Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made or carried out prior to termination and any fees which may be outstanding.

## **RIGHT TO WITHDRAW**

In the case of many packaged investment products – such as life assurance contracts, personal pension schemes, investment bonds, and collective investment arrangements (e.g. unit trusts), a right to withdraw or cancel the contract within a specified period is normally provided. Details of such rights are ordinarily contained in the product literature (e.g. Key Features document) and/or we may provide details of such rights in a separate communication.

In the case of a non-packaged product ISA (e.g. a direct equity ISA), we will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights will apply.

## **CLIENTS RISK**

You are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not a guide to future performance.

## **HOW WE CHARGE YOU FOR OUR SERVICES**

You will pay for our services on the basis of Paying by fee, Paying by commission (through product charges) or Paying by a combination of fee and commission (through product charges). We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid

## **Paying by fee**

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

We will confirm the rate we will charge in writing before beginning work and we will tell you if you have to pay VAT.

Our typical charges are:

### Hourly rate

|                |               |
|----------------|---------------|
| Director       | £150 per hour |
| Administration | £35 per hour  |

### Lump sum

|                   |              |
|-------------------|--------------|
| Investments up to | £50K - £1500 |
| Investments above | £50K-£2000   |

### Reviews

|                |      |
|----------------|------|
| Initial review | £500 |
| Annual review  | £250 |

We will tell you if you have to pay VAT

You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first.

## **Paying by commission (through product charges)**

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

The amount of commission we receive will vary depending on the amount you invest and (sometimes) how long you invest and / or your age.

For example:

If you invest £5000 in an individual savings account (ISA) we would receive commission of 4.5% of the amount invested (i.e. £225) and 1% of the value of the fund (roughly £50 every year).

If you pay £100 a month into a personal pension (with a term of 25 years) then we would receive commission of £900.

If you pay £50 a month towards a whole of life policy then we would receive £500.

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

## **Paying by a combination of fee and commission (through product charges)**

We will charge you a combination of fees and commission. The actual amounts will depend on the service provided to you, but will be in line with the arrangements set out in the above sections headed '**Paying by fee**' and '**Paying by commission (through product charges)**'.

## **Other benefits we may receive**

We advise on a range of products from a variety of firms; we may receive certain non-monetary benefits from these firms, which are used to enhance the quality of service we provide to you. This year we expect to receive in total 50 hour's worth of training from some or all of these firms. Some of the cost of this training may be passed to you as part of the total charges you pay should you choose a product provided by one of these firms. Other benefits we may receive include access to technical services, information technology support or the supply of product literature. Further information regarding any of these arrangements is available on request.

## **Information about other costs and associated charges**

There may be other costs, including taxes, that are payable through other parties (such as the product provider) that we may not be party to. Such charges are normally disclosed in relevant third party documentation, for example a Key Features Document.

## **ACCOUNTING TO YOU**

We will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf.

We will also make arrangements 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 investments as soon as practicable after we receive them; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

## **INVESTMENT OBJECTIVES & RESTRICTIONS**

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. Details of your stated investment objectives will be identified during our discussions with you and confirmed in the suitability report that we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

## **BEST EXECUTION POLICY**

It is in the interests of our clients and Merlin Financial Services Ltd that we obtain the best possible result when placing orders with other firms (e.g. third party brokers) for the execution of client orders or when transmitting orders on behalf of clients for particular investments – e.g. shares. We are required under the Rules of the Financial Services Authority to take all reasonable steps to provide 'best execution' when carrying out such transactions.

Where we place or transmit orders for such investments on behalf of our clients, we may utilise the services of a third party broker and base our decision to place or transmit an order on the price and cost of execution of the order. For orders in collective investment schemes (e.g. unit trust), however, the price of units or shares in the scheme is normally set by the scheme operator or manager and as such we have little influence over the price available.

Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.

## **MODE OF COMMUNICATION**

We will enter into communication with you through whatever means are convenient to you and us, including face-to-face, telephone, e-mail and other acceptable electronic communication methods.

Our communications with clients will ordinarily be in English, both in respect of oral and written communications

## **WHAT TO DO IF YOU HAVE A COMPLAINT**

If you wish to register a complaint, please contact us:

- In writing: Write to: Peter Smith at Merlin Financial Services Ltd, Camelot House, 60 Barbourne Road, Worcester, WR1 1JA. .
- By phone: Telephone Mr Peter Smith on (01905) 731315.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

## **ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

*Most types of investment business are covered up to a maximum limit of £50,000.*

Further information about compensation scheme arrangements is available from the FSCS

## **DATA PROTECTION STATEMENT**

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us (such companies include, for the avoidance of doubt, Bankhall Investment Associates Limited and any member of its group and/or companies, persons or entities of any nature whatsoever with which it is associated or allied from time to time) processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FSA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the commission or alleged commission of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life; or your membership of a Trade Union.

Please tick this box to confirm your consent to us or any company associated with us processing any such sensitive personal data.

If you are happy for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS, please tick this box.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 01905 731315 or in writing at Merlin Financial Services Ltd, 60 Barbourne Road, Worcester, WR1 1JA .

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

### **CLIENTS CONSENT**

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read the terms carefully before signing, as by signing you consent to the terms contained within, including the authorisation to transfer information between parties as described above. If there are any terms within this agreement that you do not understand, please ask for further information. The Client Agreement will come into effect from the date of acceptance of this agreement, which will be confirmed by the date provided in the 'date of signature' box below, unless otherwise stated.

Client Name(s)

Client  
signature(s)

Date of  
signature(s)

Date of issue