



Retirement Planning Associates Limited
397 Hale End Road, Woodford Green, Essex, IG8 9LL.
Tel: 020 8531 5522, Fax: 020 8527 2321

Terms of Business

Applicable from 1 July 2008

Retirement Planning Associates Ltd (hereinafter referred to as RPA) advisers will provide you with independent financial advice. RPA advisers will act on your behalf in assessing your needs and advising you on the financial products available from across the whole market, which can help meet those needs

- 1 We are authorised and regulated by the Financial Services Authority ("FSA").
- 2 We are bound by the rules of the FSA.
- 3 We maintain professional indemnity insurance for your protection.
- 4 Written reports will generally be issued before transactions are arranged. In some cases such as impending deadlines and urgent insurance coverage, written reports may follow the transaction.
- 5 We treat all our clients' records as confidential. No information will be passed to another party without your prior consent unless we are legally obliged to do so. We keep records of all our business transactions for a period of not less than six years. The Data Protection Act requires that all information held by us is maintained and kept up to date. To this end we ask that any changes to your circumstances or to any facts recorded at any meeting be notified to us at the earliest opportunity. You have the right to inspect copies of contract notes, vouchers and entries in our records whether kept manually or electronically relating to your transactions. We reserve the right to give you copies of your particular records rather than allowing access to files containing records about other clients.
- 6 If you should have any complaint about the advice you receive or a product which you have, please write to or telephone the Compliance Officer, RPA, at the address given above.
- 7 We undertake to advise on and arrange transactions for which you have given instructions. When we have arranged any contract or contracts for which you have given us instructions, we will be happy to give further advice on your request but we are not obliged otherwise.
- 8 We require our clients to give us instructions in writing to avoid possible disputes. These will usually be contained within the customer agenda section of the financial questionnaire. We will, however, accept your verbal instructions providing that these are subsequently confirmed in writing.
- 9 We normally classify our individual clients as private customers. If you make a valid claim against us in respect of any investment we arrange, buy or sell 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.
- 10 Clients who are not individuals, such as listed companies, local authorities and larger partnerships or trusts, may not have the same rights as private customers under the Financial Ombudsman Service or the Financial Service Compensation Scheme.
- 11 You or we may terminate our authority to act on your behalf at anytime, without penalty, unless otherwise contractually obliged (e.g. see point 20 below). Notice of this termination must be given in writing.
- 12 You may employ us on either a fee basis or, subject to our agreement, a transactional basis (in which commission is paid), or sometimes a combination of the two.
- 13 If you prefer to employ us on a fee basis, we will firstly agree with you what work will be undertaken. The resulting fees will be agreed before undertaking the work and will either be based on an hourly rate where the final bill will reflect the time incurred, a fixed agreed fee or a percentage of the funds involved. Fees are payable whether recommendations are transacted or not. Ongoing annual servicing and administration are also transacted on an agreed fee basis which will usually be a percentage of the funds under management, typically 0.5%p.a, paid to RPA by the contract provider.

- 14 If you prefer to employ our services on a fee basis, an initial retainer of £300 is levied and deducted from your final bill.
- 15 All payments shall be made to RPA within 28 days of RPA issuing an invoice to the client. Should any invoice remain outstanding beyond the 28 days of issue we reserve the right to charge interest at 3% over the base rate of the Bank of England for any period in excess of the 28 days that the invoice remains outstanding.
- 16 If you prefer to work with us on a transactional rather than a fee basis we are paid commissions by the product providers out of their normal plan charges, but only if business proceeds. Resultant commissions may be higher or lower than fees which would have been otherwise charged.
- 17 Under the transactional basis to deter non-genuine cases, clients must confirm through signing our financial questionnaire that they:
 - i. Plan to proceed with our recommendations if they meet their needs and their circumstances are unchanged.
 - ii. Plan to proceed with our recommendations through our agency with the providers recommended and not with another firm of advisers or the providers direct.
 - iii. Plan to proceed with our recommendations within a reasonable period of time.

This does not affect the right of genuine case enquirers not to proceed with our recommendations if they do not reasonably meet their needs or if the terms of the providers' recommended are not acceptable, or if transactions are delayed due to circumstances beyond their control.
- 18 If you prefer to employ our services on a transactional basis, we reserve the right either at outset or during the project to levy a fee of up to £500 if work and costs significantly exceed initial expectations, or if business does not proceed within a period of six months or is not effected via RPA. We will notify you immediately if we consider taking such action.
- 19 If we derive income from commission paid to us in respect of your product transactions we shall tell you the amount of commission payable to us in accordance with commission disclosure rules.
- 20 If you effect a plan which has a commission earning period and surrender or freeze the plan during that period entailing a repayment of commissions to the product provider, you are liable for reimbursement to RPA for any commission returned. (Note: this usually only applies to insurance and pension plans, but please check with your adviser first).
- 21 If we receive any other form of benefit from the issuer of a security or commission from another intermediary we will inform you but we will not tell you its amount unless you ask us to do so.
- 22 We do not handle client's money. We do not accept cash or cheques made payable to us (unless it is a cheque made payable to RPA in settlement of fees, charges or disbursements for which we will have sent you an invoice). Cheques for premiums, investments, contributions etc. should always be made payable to the relevant life office, investment or fund manager or pension provider.
- 23 We cannot and do not accept liability for advice declined, not taken up or not effected via RPA.
- 24 We may in some cases refer you to other professional advisers including specialist tax, legal and financial advisers. You will always have the option of using or selecting your own adviser first. If you become a client of the referred adviser and later wish redress for advice given and/or work undertaken by them which you deem unsatisfactory, appeal must be made to them directly using their complaints and claims procedure. We cannot and do not accept liability for advice and work referred to other advisers or firms.
- 25 We are legally obliged to confirm the identity and address of all clients before submitting applications and premiums for new, repeat and top-up business.
- 26 We will make arrangements for all your investments to be registered in your name unless you instruct us otherwise in writing.
- 27 We will forward to you all documents showing ownership of your plans as soon as is practicable after we receive them. When multiple transactions have been arranged we normally hold each document until all have been received and then forward them to you.

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about our services



Retirement Planning Associates Ltd

397 Hale End Road,
Woodford Green,
Essex, IG8 9LL
Telephone: 020 8531 5522
Fax: 020 8527 2321

1. The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

2. Whose products do we offer?

- We offer products from the whole market.
- We only offer products from a limited number of companies.
- We only offer products from a single group of companies

3. Which service will we provide you with?

- We will advise and make a recommendation for you after we have assessed your needs.
- You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
- We will provide basic advice on a limited range of stakeholder products and in order to do this we will ask some questions about your income, savings and other circumstances but we will not:
- conduct a full assessment of your needs;
 - offer advice on whether a non-stakeholder product may be more suitable.

4. What will you have to pay us for our services?

- Before we provide you with advice, we will give you our **keyfacts** guide 'about the cost of our services'.
- We will tell you how we get paid, and the amount, before we carry out any business for you.

5. Who regulates us?

- **Retirement Planning Associates Ltd**, 397 Hale End Road, Woodford Green, Essex, IG8 9LL is authorised and regulated by the Financial Services Authority. Our FSA Register number is 403829.
 - Our permitted business is **advising and arranging life insurance, pensions and unit trust business**
 - You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.
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6. What to do if you have a complaint

- If you wish to register a complaint, please contact us:
In writing: Write to Retirement Planning Associates Ltd, 397 Hale End Road, Woodford Green, Essex, IG8 9LL.
By phone: Telephone 020 8531 5522.
- If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

7. 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 for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000.
- Further information about compensation scheme arrangements is available from the FSCS.

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about the cost of our services



Retirement Planning Associates Ltd

1 January 2008

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1. The Financial Services Authority (FSA)

The FSA is the independent regulator of financial services. It requires us to give you this document when advising on some savings and investments. You may use this information to compare value for money, to shop around and to decide which firm to use.

2. Our services

We offer an initial discussion (without charge) when we will describe our services more fully and explain the payment options. If you decide to go ahead, we will gather and analyse personal information about you, your finances, your needs and objectives; recommend and discuss any action we think you should take and, with your agreement, arrange relevant investments for you.

3. What are your payment options?

Not all firms charge for advice in the same way. We will discuss your payment options with you and answer any questions you have. We will not charge you anything until you have agreed how we are to be paid. **We have ticked the payment options we offer.**



Paying by fee. Whether you buy a product or not, you will pay us a fee for our advice and services. 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.



Paying by commission (or product charges). If you buy a financial product, we will normally receive commission on the sale from the product provider. Although you pay nothing 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. 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 commission and fee. In some circumstances, we also charge a fee on top of any commission we might receive.

4. How much might our services cost?

If you choose the fee option

We will agree the rate we will charge before beginning work. We will tell you if you have to pay VAT.

Our typical charges are:

Principal/Director/Partner **£150-200 per hour**

Financial adviser **£100-150 per hour**

Administration **£25 per hour**

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.

If you choose the combination of commission and fee option

We will charge you a combination of fees and commission. The actual amounts will depend on the service provided to you, but will not exceed the total of the maximum fees set out above and the maximum commission set out in the tables below.

If you choose the commission option

Tables 1 and 2 show examples of the amounts of commission we could receive (or the equivalent we earn through product charges) and compare those amounts with the market average (see notes 1 & 2 at the end of this section 4).

The amounts vary according to: the type of product, the amount you invest, and (sometimes) how long you invest for, or your age when you start the product. We will confirm the actual amount to you before you buy a product.

Table 1 - Commission if you invest monthly				
Products	Example term or age	Comparison of costs		Example based on £100 per month
		<i>Our maximum</i>	<i>Market average</i>	<i>This shows the maximum costs of our sales and advice for a monthly investment or premium of £100, ignoring any changes in fund value</i>
Savings and investments				
Collective investments (eg unit trusts)	Any	4% of all payments plus 0.50% of the fund value from year 2	24.09% of all payments	£60.00 each year
Endowments	10 year term	30% of each of the first 16 month's payments plus 2.5% of all payments from month 17	40.38% of each of the first 16 month's payments plus 2.5% of all payments from month 17	£360.00 spread evenly over the first 12 months plus £30.00 each year from month 17

Protection				
Whole of life assurance	Age 40	90% of each of the first 12 month's payments plus 2.5% of all payments from month 49	110.66% of each of the first 12 month's payments plus 2.5% of all payments from month 49	£1080.00 spread evenly over the first 12 months plus £30.00 each year from month 49
Saving for retirement				
Personal and Stakeholder pensions	25 year term	31.00% of each of the first 12 month's payments plus 0.25% of your fund value each year from year 1	31.03% of each of the first 12 month's payments plus 0.25% of your fund value each year from year 1	£372.00 spread evenly over the first 12 months plus £3.00 in year 1 , £6.00 in year 2 , and so on (The actual amount in later years will vary in line with your fund value)
	10 year term	25.00% of each of the first 12 month's payments plus 0.25% of your fund value each year from year 1	18.51% of each of the first 12 month's payments plus 0.25% of your fund value each year from year 1	£300.00 spread evenly over the first 12 months plus £3.00 in year 1 , £6.00 in year 2 , and so on (The actual amount in later years will vary in line with your fund value)

Table 2 - Commission if you invest a lump sum				
Products	Example term or age	Comparison of costs		Example based on £10,000 lump sum
		<i>Our maximum</i>	<i>Market average</i>	<i>This shows the maximum costs of our sales and advice for a lump sum investment of £10 000, ignoring any changes in fund value</i>
Savings and investments				
Collective investments (eg unit trusts)	Any	3% of the amount you invest plus 0.50% of your fund value each year from year 1	3.96% of the amount you invest plus 0.25% of your fund value each year from year 1	£300.00 initially plus £50.00 each year from year 1 (The actual amount in later years will vary in line with your fund value)
Investment bonds	Any	7.50% of the amount you invest Or 5.25% initial plus 0.50% based on the fund value from year 1	4.32% of the amount you invest	£750.00 initially or £525.00 initially plus £50 each year from year 1 (The actual amount in later years will vary in line with your fund value)
Saving for retirement				
Personal and Stakeholder pensions	Any	5.00% of the amount invested plus 0.5% of your fund value each year from year 1	5.58% of your fund value each year from year 1	£50.00 each year from year 1 (The actual amount in later years will vary in line with your fund value)

At retirement				
Annuities	Any	1.8 % of the amount you invest	1.36% of the amount you invest	£180.00 initially
Income drawdown	Any	4% of the amount you invest plus 0.5% of your fund value each year from year 1	5.35% of the amount you invest plus 0.5% of your fund value each year from year 1	£400.00 initially plus £50.00 each year from year 1 (The actual amount in later years will vary in line with your fund value)

Notes:

1. The market average figures are calculated by the FSA using actual data from a representative sample of regulated firms and are shown in a way that you may compare with our own maximum rates. The market average figures will be updated by the FSA from time to time based on new data.
2. Where a firm sells its own products it must calculate its figures according to FSA guidelines.

5. Further information

If you need any more help or information

- ask your adviser, [send a request through www.rpaifa.com](http://www.rpaifa.com); or visit www.fsa.gov.uk/consumer.