

# Doing Business with Arthur Dodds & Company

## A Guide to our Terms



## Our advice services

Before we can presume to tell you what to do with your money, we think it is right to know about you.

At our first meeting we will seek to gather information about you, and to define your needs and priorities.

Our services can include the following:

- **Investment planning:**

We offer independent investment advice.

Where we recommend specific investment products, this will be based on a range of factors which can include, but is not limited to, your tax situation, attitude to risk, capacity for investment loss and time horizon for achieving relevant financial goals.

- **Life planning:**

This is about understanding your vision of how you want your future life to look. From this we can make a plan, and model the financial impact of likely future life transitions against the financial resources at your disposal already, along with consideration of resources that may become available to you in the future.

Key future transitions to plan for can include, but are by no means limited to, career or lifestyle changes (including partial or full retirement), and financial help for family members such as support with education, weddings and house purchase deposit costs.

- **Catastrophe planning:**

This is about modelling, with as high a level of precision as reasonably possible, the financial impact that could be caused by an untoward health event, or untimely death.

Through this exercise, we can calculate and help to put in place the right level of emergency resource should such an event occur, for the lowest possible cost.

Where we provide protection products as a part of any catastrophe planning service, we are acting as an "insurance intermediary". Any products recommended will be selected from analysis of the market.

Our advice can entail use of a financial product. Products on which we are authorised to give advice include the following:

- Open ended investment companies
- Unit trusts
- ISAs
- Investment bonds
- Exchange traded funds
- Investment trusts
- Enterprise investment schemes
- Structured products, incl. structured deposits
- Venture capital trusts
- Pensions
- Annuities
- Phased retirement & income drawdown Plan
- Term assurance products
- Critical illness assurance products
- Income protection products
- Long term care insurance products

We cannot provide advice in relation to individual shareholdings. Nor do we provide advice on options, futures and other derivative contracts.

## Our charges

### 1. Initial charges:

The way we are paid initial charges for our services is detailed in the table below:

Typically, for investment advice, relevant fees are paid by you. For insurance business, whilst fees can be paid by you, they are more typically covered through commission payable by the insurance provider to whom proposal for cover has been made. This is in turn calculated as a percentage of the total premium payable over the projected life of any plan proposed.

Service description	Charges																		
<p><b>Financial planning</b> This service includes:</p> <ul style="list-style-type: none"> <li>• An initial “discovery” meeting to find out more about you (not charged)</li> <li>• Agreeing your financial goals and objectives and relevant time frames</li> <li>• Establishing your attitude to and understanding of risk</li> <li>• Reviewing current plans, investments and assets and liabilities</li> <li>• Undertaking research to identify appropriate plans and solutions</li> <li>• Assessing the potential impact of key events on your plans (cash flow modelling)</li> <li>• Providing a personalised report detailing relevant recommendations</li> <li>• Facilitating a face to face or videoconference meeting to discuss our recommendations</li> <li>• Implementation of agreed recommendations</li> </ul>	<p><b>As a % of Funds Invested</b></p> <p>We charge to a maximum of 3% of any funds invested or transferred. This fee will be reduced to 2% for that part of any investments over £250k and 1% for that part of any investment over £500k. For example an investment of £650k will create a fee of £14k:</p> <table border="1" data-bbox="887 1084 1409 1384"> <thead> <tr> <th colspan="3">Example – Initial Fee for an Investment of £650k</th> </tr> <tr> <th></th> <th>%</th> <th>£</th> </tr> </thead> <tbody> <tr> <td>Investment up to £250k</td> <td>3%</td> <td>£7,500</td> </tr> <tr> <td>Investment from £251k - £500k</td> <td>2%</td> <td>£5,000</td> </tr> <tr> <td>Investment above £500k, ie £150k</td> <td>1%</td> <td>£1,500</td> </tr> <tr> <td><b>Total Fee</b></td> <td><b>2.155%</b></td> <td><b>£14,000</b></td> </tr> </tbody> </table>	Example – Initial Fee for an Investment of £650k				%	£	Investment up to £250k	3%	£7,500	Investment from £251k - £500k	2%	£5,000	Investment above £500k, ie £150k	1%	£1,500	<b>Total Fee</b>	<b>2.155%</b>	<b>£14,000</b>
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<p><b>Protection planning</b> This service includes:</p> <ul style="list-style-type: none"> <li>• Assessment of the financial impact of a catastrophe event (including death, disablement, long term ill health or urgent requirement for healthcare)</li> <li>• Calculation of shortfalls between protection cover required and current cover in place</li> <li>• Research of the market to source competitively priced protection products that can cover relevant shortfalls.</li> </ul>	<p>If you purchase a protection or insurance product with no investment component we will be paid by way of a commission payment from the relevant product provider.</p> <p>Where we are paid by commission we’ll tell you the amount before we carry out any business for you.</p> <p>As an example, a term life and critical illness assurance policy with a premium of £37 per month over a 10 year term would typically generate commission of £670, earned over the first four years of the term of the Plan, with commission of £0.93 per month payable thereafter to the end of the policy term.</p>																		

**Time Based Charging for Financial Planning Services:**

Where appropriate we may propose to charge instead on a time charge basis.

We will in the first instance and before undertaking any chargeable work on your behalf seek to provide an estimate of the time likely to be required to complete a given piece of work and the approximate cost involved.

Where additional costs are likely to be significantly higher than our initial estimate, we will contact you to obtain your agreement to continue working before you incur further cost.

**Our Time Based Charging Rates:**

Our hourly rates are as follow:

- Director / Adviser £165 per hour
- Technical Research / Para planning £ 75 per hour
- General Administration £ 40 per hour

As an example a 1 hour meeting with an Adviser, 2 hours of technical research and 2 hours of administration would equate to a fee of £395.

You may wish to set a fee limit that cannot be exceed without reference to you and you should advise us if this is the case

**Ongoing charges**

Our ongoing services are optional. If you agree to purchase an ongoing service, unless otherwise agreed, the service will be provided as a follow up to any initial service.

<b>Our Ongoing Services</b>	<b>Ongoing charges</b>
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<p><b>Annual review</b></p> <p>This service includes:</p> <ul style="list-style-type: none"> <li>• Opportunity given to attend an annual face to face, videoconference or telephone meeting (your choice)</li> <li>• An up to date valuation of your current investments</li> <li>• A review of ongoing suitability of your portfolio in light of your financial objectives, likely time horizon, capacity for loss, need to take risk and attitude to risk based on the most up to date information available to us</li> <li>• Implementation of agreed changes</li> <li>• A report setting out the results of the review and confirming any changes made</li> </ul>	<p>Our annual ongoing charge for this service is 1% of funds under management</p> <ul style="list-style-type: none"> <li>• For an fund of £100,000 our fee would be £1,000 per annum, or £83.33 per month</li> <li>• For a fund of £500,000 our fee would be £5,000 per annum, or £416.66 per month</li> </ul>
<p><b>Additional Services</b></p> <p>Annual review meetings may upon request cover review of the following:</p> <p>Lifetime cash flow modelling and scenario building through assessment of net wealth, and assessment of current and projected future income and expenditures.</p> <p>Review of the ongoing degree to which your personal affairs are arranged in as tax efficient manner as possible.</p> <p>Assistance provided in compilation of information as required for Self-Assessment Return completion</p> <p>Specialist referral, where appropriate, can be arranged to other professionals where tax planning or legal / estate planning issues deem this to be appropriate.</p> <p>Unlimited access to our firm by email, correspondence and telephone, with a commitment from our firm to deal with all enquiries in a prompt and efficient manner.</p>	<p><b>Other Charges</b></p> <p>Depending on the services we provide there may be additional one-off charges.</p> <p>We will always disclose any additional charges as prior to making our recommendations.</p>

<b>Payment options</b>
<p>Ongoing charges can be paid in a number of ways:</p> <ol style="list-style-type: none"> <li>1. A regular fee, paid by standing order</li> <li>2. By deduction from your investment(s) on a monthly, quarterly, six-monthly or annual basis, where the product / platform provider or DFM is able to offer this facility</li> </ol>

### 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.

If you have a questions about any aspect of our services please contact us at:

- **Telephone:** 02892 640730
- **Email:** info@arthurdodds.co.uk
- **In writing:** Arthur Dodds & Co Ltd, 3 Wallace Studios, 27 Wallace Avenue, Lisburn, BT27 4AE

## Our obligations

### Disclosure of your circumstances

If you don't want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the wider suitability of advice then given.

We'll confirm any recommendations we make in writing (our "suitability report") which will include details of any risks that may be associated with the products or investment strategies we've recommended.

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we'll carry out this review at least annually.

To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll issue you with a report setting out the results of our assessment based on the most up to date information available to us and, if relevant, any updated recommendations.

### Financial crime

Controls are adhered to which prevent our business from being used for money laundering and other forms of financial crime.

We'll verify your identity before transacting 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. Such checks may leave a 'footprint' on your credit file but it will not affect your credit rating.

### Best execution

Where we send investment applications on your behalf to third parties), we'll take all sufficient steps to ensure that we obtain the best possible result for you through efficient execution of your instructions. This is referred to as 'best execution'. We have a formal "best execution" policy, sight of which is available on request.

### Conflicts of interest

Although we will always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your own interests, we'll write to you and ask for your consent to proceed before we carry out any business for you. We'll also let you know the steps we'll take to make sure you are treated fairly.

We have a “conflict of interest” policy, sight of which is available on request.

### Communicating with you

Our normal ways of communicating with you are by telephone, post, e-mail, SMS text message or in person. If there is any medium you would prefer us to use or not to use please advise us and we will take note of your wishes.

We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

### Recording telephone calls

To ensure we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we may record and monitor your telephone communications or conversations with us.

Copies of our telephone recordings will be available on request, for a period of 30 days after the recording was made.

### Your obligations

This section sets out your obligations in agreeing to receive our services.

#### Providing information about your circumstances

Our advice will be based on the information that you give so it’s important that you provide us with accurate and up to date information when we request details about your circumstances and objectives.

This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice we give.

#### Payment for services

By signing this agreement you are agreeing to pay the charges for our services as set out in section 5 (Services agreed). Your selected payment method is also confirmed in section 5. We will tell you if any payments are subject to VAT.

Our **initial** charges are payable once we’ve completed our agreed work and must be settled within 28 business days.

If you are paying our **initial charges** by instalment (only applies when you have taken out a regular contribution contract) it’s important that you make payments as agreed. Where you miss a payment, or cancel the contract from where the payments are coming from, we will calculate the total payments received to date and issue an invoice to you for any outstanding balance.

In some circumstances (for protection planning business only) we may receive a commission payment from a product provider. Typically, the commission payment will be offset against the charges you owe us for our services.

Any products we have arranged for you will only be kept under review as part of an ongoing service for which have agreed to pay. Our ongoing services are optional, but if you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.

Our charges for **ongoing** services will start alongside any initial charge. When paying direct, rather than via your chosen investment product provider, our charges are payable within 28 business days of the end of the relevant period.

**Ongoing** services can be cancelled at any time by informing us in writing (see section 3 – Cancellation and amendments) but please note that we do reserve the right to charge you for services we have provided before cancellation.

In some circumstances we may receive ongoing payments (commission) from product providers relating to existing investments you hold. Such payments may be taken into account when determining the charges for ongoing services. We’ll discuss and agree this with you where relevant.

## Legal and accounting advice

We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant.

## Cancellation and amendments

### Ending this agreement

We may terminate this agreement by giving you at least 20 business days' written notice.

You may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will take effect from the date of receipt.

Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.

You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.

### Amendments

From time to time it may be necessary to amend the terms set out in this agreement. If this is the case we will write to you with details of the changes at least 28 business days in advance and issue a new agreement if appropriate.

### Product cancellation rights

Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

## Useful information about our services

### Who authorises us to advise you?

We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. [www.fca.org.uk](http://www.fca.org.uk). Our firm reference number is 760570.

Our permitted business is advising on and arranging pensions, savings and investment products and non-investment insurance contracts.

You can check our details on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

Unless we tell you otherwise, we'll treat you as a retail client for investment business. This means that you are given the highest level of protection available under the UK's regulatory system.

### What if things go wrong?

If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We'll do our best to resolve your concerns.

**Telephone:** 02892 640730

**Email:** [arthurdodds@arthurdodds.co.uk](mailto:arthurdodds@arthurdodds.co.uk)

**In writing:** Arthur Dodds & Co Ltd, 3 Wallace Studios, 27 Wallace Avenue, Lisburn, BT27 4AE

We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS is available to sort out individual complaints that clients and financial services businesses aren't able to resolve themselves. Full details are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).



## What if we are unable to meet our obligations in the event of a claim against our firm?

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.

You may be able to claim compensation from the FSCS if we can't meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:

**Investments** - eligible claims related to most types of investment business are covered for up to 100% of a claim up to a maximum of £85,000 per person per firm.

**Insurance** - in the majority of cases, eligible claims related to advising and arranging of protection products are covered for 90% of the claim, without any upper limit.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## Benefits we may receive

Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (e.g. product providers) as this would conflict with our independent status.

From time to time we may attend training events funded and /or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

## Protecting your personal information

To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.

Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our obligations to preventing money laundering or terrorist financing. Generally this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you and to prevent money laundering or terrorist financing.

We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service we'll need to pass certain personal details to the product or service provider.

We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).

The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.

We will issue you with our Privacy Notice. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.

As part of this agreement we ask you to consent to the transfer of personal information in accordance with the protections outlined above.

**Special categories of personal data:** There are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.

If you are concerned about any aspect of our privacy arrangements please speak to us.

## Consent

### Sensitive personal data

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described above we require your consent by indicating your agreement to the following statement:

**I / we consent to the processing of sensitive personal data as far as it is necessary for the services I / we require from Arthur Dodds & Co Ltd**

Client name(s)	
Client signature(s)	
Date	
Adviser name	
Adviser signature	
Date	

Please note that you may withdraw this consent at any time by notifying us at our main business address.

We may also engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. If you wish to know the names of these third parties please contact us for further information.

### Marketing

From time to time we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this we require your consent by agreeing to one or all of the options:

**I / we consent to be contacted for marketing purposes by:**

Email  Telephone  Text Message  Post

## Services agreed

Tick to confirm	Initial service	Details of agreed fee Any payments subject to VAT will be shown below
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Pension Advice Investment Advice Catastrophe Planning Advice Lifetime Cash-flow Modelling Other (please specify): _____	<b>Percentage of Investment</b> Fee: % Fee: £ Based on an Investment of: £
<b>Payment of Initial Fee:</b>		
Paid by deduction from the Investments/ Policies I/we hold or will be implementing		Y / N
Total agreed fee to be paid directly by me/us (if applicable)		Y / N

Ongoing Services	Tick to confirm	Details of agreed fee Any payments subject to VAT will be shown below
I/We would like to engage Arthur Dodds & Co Ltd to provide an ongoing review service until further notice	<input type="checkbox"/>	<b>Percentage of Investment</b> Fee: % Fee: £ Based on an Investment of: £
<b>Payment of annual Ongoing Fee:</b>		
Paid by deduction from the Investments/ Policies I/we hold or will be implementing		Y / N
Total agreed fee to be paid directly by me /us (if applicable)		Y / N

## Declaration

- 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.
- 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.

Client name(s)	
Client signature(s)	
Date	

## Signed on behalf of Arthur Dodds & Co Ltd

Adviser name	
Adviser signature	
Date	