



Our Service Charter

- About This Document
- About Us
- About Our Services
- Our Advice Options
- Our Core Beliefs
- Our Service
- Our Fees
- Our Client Agreement
- Client Engagement Consent

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The Woodham Partnership Limited an appointed representative of In Partnership the trading name of The On-Line Partnership Limited which is authorised and regulated by the Financial Conduct Authority.
In Partnership's FCA registration number is 192638.
The Woodham Partnership Ltd's FCA registration number is 196694.

About This Document

This document is aimed at providing you with an informative overview of our company and to introduce our services to you in more detail, from which you may then select the service that best suits your needs.

You need to read this important document. It explains the service you are being offered and how you will pay for it. The actual amount that will be payable will be confirmed to you before any liability for these costs and charges arises.

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. We are required by the FCA to provide you with details about our firm, services and the cost of these services and this document fulfils that requirement.

The FCA contact details are 25 The North Colonnade, Canary Wharf, London, E14 5HS, United Kingdom.

About Us

The Woodham Partnership Ltd is a firm of Chartered Financial Planners. We are proud to have achieved this status and it is recognition of the work put in by the management in ensuring the highest standards of personal qualifications.

Ray Galbally the Managing Director has achieved the personal status of Chartered Financial Planner and holds a current Statement of Professional Standing. Currently only 10% of all regulated UK advisers hold the Chartered Financial Planner title.

The Woodham Partnership Ltd launched in 2001 and has steadily built a loyal client base built around our 'Core Beliefs' (see below), focused on gaining the trust of our clients and providing an excellent service. We are proud of our business and care about what we do.

About Our Services

We have the choice to be labelled 'independent' or 'restricted' – we have chosen to be 'independent'. This means that we will offer advice on all the financial products in the market, without any restrictions or bias towards a particular product or provider. Our advice will be comprehensive. Each time we make a personal recommendation to a client, we will consider all Retail Investment Products (RIPs) as defined by the Financial Conduct Authority (FCA) that are capable of meeting the investment needs and objectives of our clients.

Restricted advisers will focus advice on a specific range of products. This may be because they specialise in one area of advice or because they work with a select number of product providers.

We have chosen to be independent because our experience is that clients value this more highly than restricted advice. If we were looking for financial advisers ourselves, we believe this is what we would look for.

We are authorised to advise, arrange and bring about transactions in investments, pensions, mortgage products and non-investment insurance contracts, within member states of the European Union.

In summary, the products and services we offer are:

- **Investment Products** – we offer pension and investment products from the whole of market.
- **Insurance Products** – we offer products from the whole of market for non-investment pure protection. For personal, household and commercial insurance contracts, we only offer products from a limited number of companies.
- **Mortgage Products** – we offer regulated mortgage contracts from the whole of market.

All of the above involve the arranging and bringing about a contract between you and another party, otherwise known as 'Intermediation'. On all the products we recommend, we will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market.

Our Advice Options

We offer three advice options:

1. Execution Only
2. Full Advice
3. Focused Advice

1. Execution Only – Non-Advised Services

This is where we act for you to complete a transaction upon your specific instruction. For example, you may come to us and request that we help you set up a new pension with 'XYZ' company for a monthly premium of £500. You do not require us to provide any research or formal recommendation as you have made your own decision to execute the business, but with our assistance. Choosing this route means that no advice has been sought by you or provided by us. Fees will be incurred for this service (see page 7).

However, we believe that in most circumstances we still have a duty of care to check to ensure that a client is not significantly disadvantaging themselves. If we become aware of any reason why a client should not transact their chosen route, we will bring this to the attention of our client before finalising any transaction. This duty of care check is performed solely at our discretion without any liability for 'wrong choice' on our part. You must accept and be aware that by completing a transaction on an 'Execution Only' basis, you may lose all or part of the protection offered to Private Customers under the Financial Conduct Authority, Financial Ombudsman Scheme and Financial Services Compensation Scheme.

For clients with policies dating from before 1st January 2013, there may be instances where you ask us to conduct a transaction on that policy on a non-advised basis, even though the original policy was set up following our advice. In these circumstances, the options for payment of our fees may include commission and we will inform you if this is the case.

2. Full Advice

This is where we shall identify all relevant areas of financial planning, then deal with them normally one at a time in order of priority and affordability. This option will enable you to build a comprehensive financial plan.

3. Focused Advice

This is where we shall deal with one specific area of financial planning at a time at your request.

Advice options are available on a 'transactional' or 'ongoing' advice basis and you are free to switch between the two at any time.

- 'Transactional' – we implement a plan, without any obligation to further review your plan unless requested by you.
Or
- 'Ongoing' – we shall agree a service level and fee to enable us to regularly monitor and review your plan with you.

All fees for advice options will be explained and agreed in advance of your becoming liable to pay them and these fees are outlined below under the 'Our Service' section.

Our Core Beliefs

Underpinning our advice to our clients, we have the following 'Core Beliefs' which are the guiding principles that we follow:

Core beliefs for our client service

1. We will get to know our clients and earn their trust
2. We will communicate to our clients in plain English, avoiding industry jargon wherever possible
3. We will operate with openness and transparency at all times
4. We will treat our clients as we would want to be treated ourselves
5. We will follow a 'Six Step Process' in creating a financial plan:
 - i. Initial consultation
 - ii. Analysis and Research
 - iii. Prepare Recommendations
 - iv. Discuss and refine recommendations
 - v. Implementation
 - vi. Ongoing Review

Core beliefs for running our business

1. We will ensure clarity of information on our services
2. We will ensure clarity on the cost of our services and the methods available for paying our costs
3. We will ensure freedom from conflicts of interest in the advice process
4. We will maintain high professional standards through Continued Professional Development
5. We will ensure that we Treat Customers Fairly (TCF)

Core beliefs for the Products and Providers we recommend

1. They will be selected from the 'whole of market'
2. They will be flexible and adaptable to our clients' needs
3. They will not be unnecessarily complex, ensuring clarity for our clients
4. Their charges will be clear and fair
5. They will have undergone our Due Diligence to ensure suitability
6. Their product features will be relevant to our clients' needs
7. They will be relevant to our way of doing business

Core beliefs for the Investment Portfolios we construct

1. We prefer Multi-Asset
2. We prefer Multi-Manager
3. We prefer Multi-National
4. We prefer Risk Management

Our Service

It is important that you know what to expect in terms of the service we will provide, and that you understand our commitment to you in the provision of those services. We intend to be professional, clear, and fair in our dealings with you, and will always ensure that any service or advice provided is in your best interests.

We believe in delivering our promises to our clients and believe that our clients have every right to expect value for money from us.

We believe in building relationships and that the foundation of a good relationship is built on trust; and trust comes from getting to know you.

We will seek to follow a robust but flexible process involving the following steps:

1. Initial Consultation

We will meet with you face-to-face, via a web meeting or telephone conference in order to capture important information about your current circumstances, your financial history, and your aspirations, priorities and objectives in terms of your financial future. We will also discuss your attitude towards "investment risk", and your understanding of how such risks may affect you.

Following the initial consultation, we will summarise our findings, and give our suggested next steps toward a tailored, yet realistic, solution to your needs. There is no obligation to proceed at this stage, and no costs will have been incurred unless otherwise agreed in advance. We are prepared to invest our time at our expense in order to explore the opportunities for an ongoing business relationship.

Costs may be incurred from this point forward and if so, will be clearly explained and agreed in advance.

2. Analysis and Research

Should you decide to proceed beyond the initial consultation, we will ask you to formalise your permission for us to commence chargeable work for you by signing the Client Agreement. At this stage, we will begin to undertake the process of thoroughly analysing your current position based on our extensive knowledge of financial markets, and diligently researching potential solutions for your needs.

Should we need to consult with any professional advisers or financial services providers with whom you have an agreement, we will ask for your express consent to do so.

3. Report Preparation

When we have all the information we require, a Financial Planning Report will be devised to paint a clear picture of your current position, and outline a clear and thoroughly researched recommendation for the solution we believe to be in your best interests. We will arrange to meet with you to discuss our recommendations in full, and take you through our report step-by-step. You would be expected to take the report away and give it due consideration before agreeing to move forward to the next stage.

We aim to provide all our clients with full advice rather than limiting it to one product type. This means that we will consider how all your plans and investments overlap and interact with one another in order to formulate the most efficient strategy for your needs. In order to construct an all-encompassing financial plan for our clients, we will consider all Retail Investment Products (RIPs).

The FCA lists RIPs as follows:

- (a) a life policy;
- (b) a unit;
- (c) a stakeholder pension scheme, including a group stakeholder pension scheme
- (d) a personal pension scheme, including a group personal pension scheme
- (e) an interest in an investment trust savings scheme;
- (f) a security in an investment trust;
- (g) any other designated investment which offers exposure to underlying financial assets, in a packaged form which modifies that exposure when compared with a direct holding in the financial asset; and
- (h) a structured capital-at-risk product.

4. Discuss and Refine Recommendations

A further meeting is often required in order to clarify and refine the report recommendations.

5. Implementation

Once you feel that you are in a position to make a fully informed decision to proceed, and you have given us your consent to do so, we will begin the process of implementing our recommendations. We will assist you in completing all of the relevant forms and ensuring your applications are processed by the relevant investment houses and providers in a timely manner.

6. Ongoing Services

Depending on the size and complexity of your financial plan once in place, you may or may not require ongoing management services. It is important to be aware that, in the absence of a specific agreement to provide you with ongoing services, your financial plan will not be monitored unless you contact us to ask for a specific service.

About our Ongoing Service

Whether you have a sizeable and complex portfolio of products, or one or two modest investments, it is important to consider how these should be managed going forward.

We can provide an ongoing service designed to expertly maintain and monitor your portfolio. The benefit of this is to ensure that your objectives and attitude to risk are correctly aligned with your holdings over an extended period of time. In addition, ongoing management and advice services ensure that developing and future financial objectives and requirements are taken into account. Furthermore, aspects of your financial arrangements can change over time, including your goals and your risk profile, as well as the underlying asset's risk characteristics. Ongoing service can help adapt and re-position your arrangements to manage such changes and other influencing factors.

The availability of some services is dependent upon the type of financial plan we implement for you; our typical fees are shown later in this document. For investment-based financial plans, there are two basic Investment Styles which will determine the fee level:

1. Advisory - Client/Adviser Co-Operative

This is where we act as your Advisers and make recommendations for specific investments or specific investment changes/re-balancing but we cannot transact those recommendations without your express agreement. This style of investment lends itself to those clients who take an active interest in financial, political and economic matters and might enjoy the detailed level of analysis and research that we undertake and present.

2. Outsourced - Discretionary or Governed/Managed Fund

This is where we act as your Advisers on the overall Investment Strategy, including the very important aspect of Risk Profile analysis and application, but the day to day investment decisions are outsourced to a fund management team. This in turn can take the form of one of two variations:

- a. Discretionary Fund Management (DFM) is mostly ideal for larger portfolios. A third party professional fund manager will be appointed to undertake investment transactions at their discretion, but always acting within the investment strategy and Risk Profile remit, as determined by us as your Adviser. In a sense, we act as your advocate and will meet with the DFM on a regular basis and ensure that the portfolio is managed in line with your personal requirements.

Or

- b. Governed/Managed Fund style is ideal for smaller portfolios or those clients looking to reduce costs. Your funds will generally be managed by an Investment, Pension or Life Assurance company and our advice will ensure that the most appropriate product is selected for your requirements. Our due diligence and research ensures that products recommended will have access to suitably robust fund choices which adhere to our overall Investment Processes and Core Beliefs outlined above.

We will always ensure that any product, fund or investment style that we recommend is entirely suitable for you as an individual, but you will be able to influence the recommendation as a result of your views on the Investment Style you prefer and the level of personal involvement you wish to undertake.

Costs

The specific costs of our ongoing management services are detailed overleaf within the 'About our Services' section.

What can you expect from our Ongoing Service?

We believe that the provision of ongoing advice is fundamental to building a trusted and valued relationship and should you require our ongoing management services, we will conduct regular reviews of your investment(s), these are typically annually, but we are always more than happy to consider further meetings if these are needed. The review meetings will give us the opportunity to:

- Reconfirm your attitude to risk and capacity for loss.
- Review any changes in your personal circumstances, financial market conditions and relevant legislation.
- To keep under review the potential tax liabilities and consider when it might be appropriate to consider any future planning.
- Discuss other areas of interest which are particularly relevant to your requirements.
- Discuss any changes and make any adjustments that might be needed with the portfolio or income target etc.
- Review your plans to ensure your needs continue to be met and that they remain in line with your aims and objectives.

In addition to the above, as a client of ours, you could expect to receive:

- Annual investment statements from the product providers
- Periodic Newsletters from The Woodham Partnership Ltd
- Access to your adviser and/or their support staff during normal office hours subject to availability

Opting Out

An ongoing service can be cancelled by either party having issued the other party 30 days written notice of cancellation and subject to the delivery of any outstanding items. However, please take note of the following:

- If your financial circumstances, objectives and attitude to risk change over time, the structure of your investment portfolio may no longer continue to be in your best interests
- As financial markets fluctuate, the way your assets are allocated in your portfolio may become unbalanced and ultimately expose you to more risk than you wish to accept
- If your circumstances change over time, the relevance of your financial plan may become outdated
- As economic, political and taxation circumstances change over time, the effectiveness and efficiency of your financial plan may become eroded
- You may opt back in to ongoing management services at any time

Tax Efficient Fee Collection

As part of the overall financial planning process we will also take into account how best to charge for our service. In almost all cases this is best taken from contracts which either obtain tax relief on creation or are taxed on exit because this effectively saves you this percentage in tax. For example, if our fee to manage your pension investments was £1,000 which was taken via the pension itself, the net cost to you could be as low as £500 depending on your personal tax rate.

Exceptions to the above are NISAs which do not receive tax relief but grow tax free (subject to the 10% dividend tax charge) and are tax free on exit. Therefore, it would be prudent to pay the annual management charge outside of the NISA from a cash account.

By careful planning you can save a large amount on the overall cost of our fees by taking the payment from tax efficient sources. The net effect of this approach can reduce fees by up to 50%. However, it is very important to understand that fees can only be taken from a product where the advice that gives rise to the fees relates to that particular product. In other words, the fee for NISA advice cannot be taken from a pension fund, for example.

What is not included in our fees?

Will writing, advice on trusts outside of a product and complex tax calculations or advice are not included*. Further Financial Planning events may require advice incurring additional charges. In addition we will pass on any third party expense fees which we may be invoiced on your behalf. If we do need to charge you for any of these services a fee will be agreed with you in advance.

*Will writing, trust and taxation advice is not regulated by the Financial Conduct Authority.

Refunds and Cancellation Policy

Fees are payable for our Professional Advice Services being provided, and therefore refunds are not available in normal circumstances. Fees paid in respect of regular or annual services are not refundable; however, any ongoing services may be cancelled upon request. Please also see your Rights to Cancel overleaf, in respect of cancelling individual products or policies.

Should a refund be required due to any element of dissatisfaction on your part, this should be approached via our normal Complaints procedure as outlined under Our Client Agreement section overleaf. We will try to resolve the issue to your satisfaction, which may include offering an ex-gratia refund.

Message from the Financial Conduct Authority

Think carefully about this information before deciding whether you want to go ahead.

If you are at all unsure about which equity release product is right for you, you should ask your adviser to make a recommendation.



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This document sets out the standard costs and charges that apply to the advice and service that we provide to clients. We will agree with you in writing the actual amount that will be payable before we carry out any business for you.

You need to read this important document. It explains the service you are being offered and how you will pay for it.

1 Whose products do we offer?

Investment

Please refer to section 2 of this document

Insurance

- £ We offer products from a range of insurers for life assurance and non-investment insurance.
 - R We only offer products from a limited number of insurers. Ask us for a list of the insurers we offer insurance from.
 - £ We only offer products from a single insurer.
-

Mortgages

- R We offer regulated mortgage contracts from the whole market.
- £ We only offer regulated mortgage contracts from a limited number of companies.
- £ We only offer regulated mortgage contracts from a single lender.
- £ We do not offer regulated mortgage contracts.
- R We do not offer deals that you can only obtain by going direct to a lender.

Investment

- R** Independent advice – We will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market.
- £** Restricted advice – We will advise and make a recommendation for you after we have assessed your needs, but we only offer advice on limited types of products, or products from one company or a limited number of companies.
- £** No advice - 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.

Insurance

- R** We will advise and make a recommendation for you after we have assessed your needs for life assurance and non-investment insurance.
- £** You will not receive advice or a recommendation from us for life assurance and non-investment insurance. 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.

All of the above services involve the arranging and bringing about of a contract between you and another party, should you instruct us to proceed with our recommendation.

Investment

1. You will pay for our services on the basis of the work undertaken for you. 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.
2. Please note that depending on the type of product, there may be other costs or taxes that are not paid through us or imposed by us.

Non-advised services

3. We do not have a set cost or charge in relation to non-advised services. The amount you will pay will be dependent upon the type of transaction and value of the transaction that you engage us to implement. We can be paid in the form of a fee payable by you or by commission paid by the product provider. If you choose for us to be paid by commission, this does not mean you are not paying us, as the commission paid will be reflected in the charges that the provider makes against your transaction.
4. We will discuss your payment options with you and answer any questions you have. If we are to be paid by commission we will tell you the amount we will receive. If we are to be paid for implementing a transaction by a fee payable by you we will not complete any business until we have agreed with you how much this will be and how we are to be paid.

Advised services

5. You will pay for our services on the basis of the work undertaken for you. Generally this will relate to the advising on and arranging of financial products on your behalf.
6. We will discuss your payment options with you and answer any questions you have. We will tell you the amount before we carry out any business for you.

The cost of our services

You will always know our fees before any chargeable work is undertaken. We don't hide our costs and we have a transparent charging structure. Our fees are based upon:

1. The provision of our qualified and professional expertise
2. The time taken to analyse your circumstances and devise an appropriate strategy going forward
3. The design of an appropriate summary report to communicate this strategy to you
4. The time taken to implement recommendations
5. Our exposure to regulatory, commercial and financial risk
6. The time, expertise and research capabilities required to provide on-going services

The underlying hourly rates that support our fee structure are:

Chartered Financial Planner	£225
Financial Adviser	£175
Administrators	£75

The cost of our services

Our standard charges are broken down as follows:

Initial Consultation (first meeting)	At our own expense unless specified
Fees for research, analysis and implementing initial advice	3% of investment value, subject to tiered scale as below and minimum initial fee of £750.00
<p>If we undertake research towards your goals, but you subsequently do not in fact proceed with our recommendations, we will raise an invoice for an agreed fee in order to recoup some of our costs. This payment will need to be made by cheque or bank transfer. As a minimum, we will recoup the cost of our Administrator staff time chargeable at £75 per hour, even where we agree to provide Adviser time pro bono.</p> <p>For example if an administrator undertakes 2 hours of work on your behalf we will charge a fee of £150. If a Financial Adviser undertakes 2 hours of research on your behalf we will charge a fee of £350. If a Chartered Financial Planner undertakes 2 hours of research on your behalf we will charge a fee of £450. It will typically take 4 hours of work by a Financial Adviser in work and researching a pension transfer consisting of two ceding schemes which would incur a cost of £700</p>	

Tiered Scale of Initial Fees

For investment related advice, a sliding scale of fees applies, meaning that the relevant fee or fee percentage is applied separately and progressively. We believe this is treating customers fairly. For investment amounts up to £25,000 we will charge £750, being the minimum fee.

Tier 1	Tier 2	Tier 3	Tier 4
£0 - £150,000	£150,001 - £500,000	£500,001 - £1,000,000	£1,000,000 and over
3% (minimum fee of £750)	2%	1%	0.50% Subject to cap – see below
Cap - regardless of investment holdings, we apply a cap to overall initial charges of £21,500.			
Examples as follows; Client with total funds to invest of £125,000; Fee (125 x 3%) = £3,750 Client with total funds to invest of £275,000; Fee (150 x 3% + 125 x 2%) = £7,000 Client with total funds to invest of £575,000; Fee (150 x 3% + 350 x 2% + 75 x 1%)= £12,250			

Note: VAT may apply in some circumstances. We will tell you if VAT is to be paid.

Your payment options

Settling your adviser charge through a single payment

Whether you buy a product or not you will be required to pay us an adviser charge for our advice and services, this will become payable on completion of our work. You may decide to settle your adviser charge by way of a single payment either by cheque, debit card, credit card or bank transfer. Where you have purchased a product you may also have the option of paying our adviser charge by a single deduction from the products.

Invoices where appropriate are issued within 30 days of either an advice service being finalised and/or presented, or in the case of Implementation fees, within 30 days of your product(s) being commenced.

Settling your adviser charge by instalments

7. In the case of regular premium products, you may have the option of paying our adviser charge over an agreed period of time but within 12 months of our advice. We will agree with you the amount and timescale of payment that is best for you. The instalments only cover the adviser charge, and will not cover the cost of any on-going service, which will be agreed with you separately.

- a. *Paying by instalments through your recommended product*

Some regular premium product providers will accept your specific instruction to pay our adviser charge from the product you have purchased. They will require you to instruct them of the amount to be paid for each instalment and the number of instalments to be made.

Whilst this option means that you will not pay us up front, it does not mean that you are not paying us. Our adviser charge will be paid indirectly through the product deductions. These deductions could reduce the amount left for investment.

- b. *Paying by other arrangements*

We can facilitate payment by instalments through a direct debit or standing order agreement.

Keeping up with your payments

8. It is important that where you have decided to pay your adviser charge by way of instalments that you keep up with your payments. Where you do not keep up with your payments, the total outstanding amount will become immediately payable on demand.

Payment for on-going services

9. Any on-going service is optional.
10. We provide 3 levels of on-going service. Where you request and we agree to provide an on-going service to you there will be an additional charge for this. We will confirm the rate, frequency and length of this on-going service before it starts.

Service Level	Payment Direct from Client or paid through product funds	Minimum payment if applicable	Examples where the fee is based upon a % of the fund value
Advisory	0.75% per year of investable assets on which the on-going service is being provided.	£562.50 per year	<ul style="list-style-type: none"> For investable assets up to £75,000 the annual charge would be £562.50, being the minimum fee For investable assets of £150,000 the annual charge would be £1,125
Outsourced	0.5% per year of investable assets on which the on-going service is being provided.	£250 per year	<ul style="list-style-type: none"> For investable assets up to £50,000 the annual charge would be £250, being the minimum fee For investable assets of £250,000 the annual charge would be £1,250
Bespoke	By Negotiation	N/A	N/A

Note: VAT may apply in some circumstances. We will tell you if VAT is to be paid.

Advisory Service Level – There may be additional charges for transacting fund switches and will typically be 0.25% of the amount switched. For a fund switch of £50,000 the charge would be £125.

11. Please note that if you pay for on-going services on a percentage basis, that the amount we receive may increase as the fund value increases and conversely reduce if the fund value falls.
12. The on-going service charge can be paid by way of a deduction from your investments or by direct payment from you under a bank transfer, direct debit or standing order as an annual or monthly payment schedule. Any payments will be payable in advance of us providing the review service in each period.
13. Invoices where appropriate are issued within 30 days of either an advice service being finalised and/or presented, or in the case of Implementation fees, within 30 days of your product(s) being commenced.
14. An on-going service can be cancelled by either party by providing 30 days written notice of cancellation. This will be subject to the delivery of any outstanding items by us, and any settlement of monies due for the on-going service by you.

Insurance

R A fee. We will charge you an hourly rate for arranging your insurance. The cost per hour for a Financial Adviser will be £175. To research and arrange your insurance will typically take 2 hours with an estimated cost of £350.

£ No fee.

We may also receive commission from the insurance company selected for life assurance and non-investment insurance we will tell you the amount we will receive.

1. You will receive a quotation which will tell you about any other fee relating to any particular insurance policy.
2. If a fee for our services is to be deducted, or a commission paid from a recommended product, should the product not proceed or be cancelled, and this results in the non-payment of the fee or commission, the amount will be payable by you directly.

Mortgages

£ No fee. We will be paid by commission from the lender.

R A fee of £395 payable immediately. We will also be paid commission from the lender.

3. Where the chosen lender pays us commission for introducing you to them for the mortgage, we will tell you the amount we will receive.
4. You will receive a key facts illustration when considering a particular mortgage or home purchase plan, which will tell you about any fees relating to it.

Refund of mortgage fees

5. If we charge you a fee, and your mortgage does not go ahead after an offer is issued, you will receive:

£ A full refund

R No refund.

4 Loans and ownership

6. The Woodham Partnership Ltd is an appointed representative of The On-Line Partnership Limited
19. The On-Line Partnership Limited is a wholly owned subsidiary of On-Line Partnership Group Limited, which in turn is a wholly owned subsidiary of Russell Systems Limited (part of the Russell Investments group of companies).
20. From time to time, The On-Line Partnership Limited may provide its appointed representatives with business loans and/or other short-term financial assistance.

Our Client Agreement

This client agreement is issued by The Woodham Partnership Limited, as an agent of In Partnership (The Company). In Partnership is the trading name of The On-Line Partnership Limited. The contact details of The Woodham Partnership Limited are:



51 Trinity Row
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Email: info@twp-ifa.co.uk

Authorisation and Regulation

1. The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services.
2. The Woodham Partnership Ltd is an appointed representative of In Partnership the trading name of The On-Line Partnership Limited which is authorised and regulated by the Financial Conduct Authority. The On-Line Partnership's Financial Services Register number is 192638.

Our permitted business is the provision of high quality financial advice on investments, pensions, life assurance, mortgages and non-investment insurance.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Engagement

3. You (the person(s) signing as client(s) below) agree to engage us (the firm identified in clause 2) with the view of taking full advantage of our complete range of advice, research, personal recommendation and implementation services in respect of your personal financial planning needs.
4. We agree that we will review and report on your financial affairs; we will examine your life, health, retirement, investment and mortgage plans with a view of providing you with a professional opinion and high quality recommendations.
5. You agree to appoint us as your agent from the date that you sign this document. Unless otherwise agreed in writing we agree to treat you as a retail client. This means you are normally afforded the full protection of the FCA and other financial service consumer protection bodies. We will advise you if at any time you are not so protected.

Communications

6. You agree to us communicating with you in English. We will act upon your written instruction in a timely manner. We are required to confirm back to you in writing, our understanding of any verbal instructions before we are able to act upon them. We will communicate with you by way of post, telephone and email.

Client Identity

7. You agree to us obtaining verification of your identity in line with the requirements of the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007. We will require you to provide verification of your identity before we are able to complete any transaction for you. We reserve the right to seek independent verification of your identity from a third party if necessary.

Data Protection

8. You agree that we can maintain and retain an accurate record of all dealings with you for such periods of time as required by the FCA client record keeping rules.
9. We agree that we will hold your personal data in line with the requirements of the Data Protection Act 1998 (the Act). You or anyone authorised by you are able to request copies of all personal data we hold

relating to you at any time. We may make an administration charge for this but it will be no more than the maximum permitted under the Act.

10. You agree that we can share this personal data with other organisations but only in pursuit of your financial planning needs, wherever a legal obligation may require it and with such Legal and Regulatory organisations that can make an information request to us.
11. You agree that we cannot be held responsible for holding or relying upon inaccurate information you have provided to us or where you have failed to keep this personal data up to date.

Conflicts of Interest

12. We agree that we will always act honestly, fairly and professionally when conducting business with you.
13. We agree to make you aware of the existence of any conflict of interest that we are aware of which arises between the work we are doing for you and any of our other clients or ourselves and obtain your consent to continue before we carry out your instructions.
14. We agree to take all reasonable steps to ensure your fair treatment where a conflict of interest arises. A copy of our conflict of interest policy is available upon request.

Products and Institutions

15. We agree that we will identify and make personal recommendations to you that are suitable and are considered to be in your best interests.
16. You have the right to give us specific instructions to restrict our advice and recommendations to specific areas of your needs and objectives. You need to let us know about any specific restrictions that you want to place on us.
17. We may consider using both UK and Non-UK Institutions for your financial planning solutions. You should be aware that different legal and regulatory regimes may apply between UK and Non-UK Institutions. Your ability to enforce your legal rights or to seek compensation may also vary. If you do not wish to use a Non-UK Institution, please advise us immediately.

Compensation Information

18. We meet the requirements of the FCA rules regarding financial resources, including provisions regarding holding and maintaining appropriate professional indemnity insurance.
19. We are also covered by the Financial Services Compensation Scheme (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, as follows.

Investment

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

Insurance

Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Home Finance Products

Mortgages and Equity release advising and arranging is covered up to a maximum limit of £50,000.

Deposit

Deposits made by private individuals and small businesses to any authorised firms (retail deposits) are covered up to £75,000 per person, per authorised institution.

20. Further information about compensation scheme arrangements is available from the FSCS.

Force Majeure

21. You agree that we cannot be held liable for any loss resulting from third party insolvency or failure of a third party to act with due skill, care and diligence. This is subject to us having exercised reasonable skill and care in selecting the third party for this role, in accordance with our due diligence procedures.
22. If any Institution with whom you have a policy or with whom you hold an investment becomes insolvent, you may be limited in the amount of compensation against loss that you can receive. You may ask us for details of the compensation schemes relevant within other jurisdictions.

Client Money

23. We do not have the authority to hold client money and do not operate a client account for the receipt and payment of client money in respect of investment transactions. All client money should be paid to the product provider concerned.

Cancellation Rights

24. We agree that we will inform you of your statutory rights to cancel any application that you have submitted for any product. Most life and pension contracts allow for a 30 day cancellation period and most investment contracts allow 14 days. We will also inform you where there is no such cancellation period or a different cancellation period applies. Should you cancel either during or after the permitted period you may not get back the entire amount you invested.

Costs and Charges

25. We agree to inform you in writing of the specific costs and charges relating to the work that we agree to undertake for you in advance of undertaking any work that will attract a cost to you. All of our standard costs and charges are contained within our About Our Services document, which has been provided to you.

Other Benefits

26. From time to time we may receive other benefits from institutions that we introduce a customer to. These other benefits can be in the form of monetary or non-monetary benefits and are intended to enhance the service we can provide to our clients. We agree to provide you with details of any monetary or non-monetary benefit received in relation to any transaction completed for you upon request.

Paying for our services

27. You agree that you will pay for our services, as outlined in our About Our Services document.
28. We will agree with you the preferred method of payment for our services before we undertake any work for you. We will also agree with you when payment for our services will be due.
29. Where a fee for our services is deducted or a commission is paid from a recommended product, you agree that in the event of the product not proceeding or being cancelled, if this results in non-payment or recall of the fee or commission, that you will pay the agreed fee or commission direct.

You agree that all payment for services will be made payable to the Appointed Representative detailed in Section 2 and not to a named individual

Ongoing Services

30. Where an ongoing service has been agreed, you agree that you will pay for those services.
31. The method and frequency of payment, and the level of service provided will be agreed with you at the outset of any agreement to provide ongoing services, and confirmed to you in writing.
32. An ongoing agreement may be cancelled by either party subject to 30 days written notice, and subject to the delivery of any outstanding items by us, and any settlement of monies due for the ongoing service by you.

Value Added Tax (VAT)

33. You acknowledge that VAT may be payable on some of our services and that where VAT is payable that this is in addition to the amount we have agreed with you for the payment of our services. We will tell you when VAT is applicable and the amount of this VAT.

Other charges and taxes

34. We agree to inform you of any other forms of charges or taxes that we might reasonably expect to become payable by virtue of your status and any product bought by you. We will not be able to confirm the exact amount in many circumstances.
35. You agree that we cannot be held liable for the amount of any other charges or taxes that become payable that are outside of our reasonable control.

Disputes Resolution

36. If you wish to register a complaint, please contact us using the details above, or alternatively you may contact:

In writing... The Compliance Department, On-Line House, 50-56 North Street, Horsham, West Sussex, RH12 1RD

By phone... Telephone 01403 214 200

By email... complaints@inpartnership.net

37. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Their contact details are:

In writing... The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

By phone... 0800 023 4567

By email... complaint.info@financial-ombudsman.org.uk

38. You agree that in the first instance that you will permit us to investigate the cause of your dissatisfaction in accordance with the FCA Dispute Resolution Rules.

Termination of agreement

39. It is agreed that either party can terminate this agreement at anytime having given written notice to the other party without penalty but without prejudice to the completion of transactions already initiated. Any transactions effected before the termination of the agreement and all charges for services provided to the date of termination will be due immediately, and payable within 14 days.
40. If the agreement is ended and we are involved in an incomplete transaction, we reserve the right not to complete the transaction and return to you all documents relating to the incomplete transaction.

Transfer of rights and obligations

41. It is agreed by both parties that the rights and obligations contained within this agreement can be transferred to our successors or another regulated firm where (for whatever reason) we are prevented from exercising our rights and obligations with you under this agreement. We will inform you in writing of any proposed enactment of this clause.

Law and Jurisdiction

42. You agree that this agreement shall be governed and shall be construed in accordance with English Law and that the parties shall submit to the exclusive jurisdiction of the English Courts in the event that any dispute cannot be settled under the Disputes Resolution term.

Client Consent

This document is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

I/We consent to the terms set out above.

1 st Client Name	
Signature	
2 nd Client Name	
Signature	
Date	

Please tick this box if you do not wish us to contact you for any marketing purposes.

Adviser Name	
Signature	
Date	

We shall provide a separate copy for your signature(s) for our own retention.