

**Brian Mellor Financial Services Ltd**

Russell House  
20 Stockwell Street  
Leek  
Staffordshire ST13 6DS

**1. The Financial Services Authority (FSA)**

The FSA is the independent watchdog that regulates financial services. This document has been designed by the FSA to be given to consumers considering buying certain financial products. You need to read this important document. It explains the service you are being offered and how you will pay for it.

**2. Whose products do we offer?****Investments**

- We are Independent – please see section 3 for full details.
- We only offer advice on a restricted group of products and/or services (and from a limited number of companies).
- We only offer products from a single company.

**Insurance**

- We offer products from a range of insurers for Term Assurance, Mortgage Protection Insurance, Critical Illness Insurance, Income Protection Insurance, Buildings Insurance, Contents Insurance, Accident Sickness and Unemployment Insurance.
- We only offer products from a limited number of insurers. Ask us from a list of insurers we offer insurance from
- We only offer products from a single insurer.

**Mortgages**

- We offer mortgages from the whole of market.
- We only offer mortgages from a limited number of lenders.
- We only offer mortgages from a single lender.

**3. Which service will we provide you with?****Investments**

- 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**

We will advise and make a recommendation for you after we have assessed your needs for Term Assurance, Mortgage Protection Insurance, Critical Illness Insurance, Income Protection Insurance, Buildings Insurance, Contents Insurance, Accident Sickness and Unemployment Insurance.

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.

#### Mortgages

We will advise and make a recommendation for you on mortgages once 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.

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

##### Investments

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.

Whether you buy a product or not, on completion of our work, you will pay us a fee for our advice and services. 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.

Our basis for our fees are based on the following three main parts of the service we provide:

- 1. Advice (understanding your needs / research / making a recommendation)**
- 2. Transactions / Implementation of a plan (arranging contracts / mediation with providers)**
- 3. Reviews of your plans & circumstances**

We are able to offer & discuss the following options. We will then agree which option suits your needs and whether any ongoing service is required. In some cases you may only require the advice element of the service.

##### 1. Advice

We charge a fixed fee for providing advice / making a recommendation.

You may ask us not to exceed a given amount without checking with you first.

A list of typical examples for advice are shown below:

- A financial planning report from £250
- Pension transfer analysis advice report from £250
- Initial financial healthcheck of existing contracts up to £400

This fee will be waived wholly or in part should you decide to implement any of our recommendations.

Other projects can be undertaken on a time cost basis.

Our typical charges are:

##### Hourly Rate

Partner	£150 per hour
Financial Adviser	£100 per hour
Administration	£ 25 per hour

## 2. Transaction / Implementation of a plan

We offer an obligation-free initial consultation, the cost of which is met by our firm. If you elect to proceed, work will commence on data gathering and plan preparation. We charge an upfront fee for your plan (£250 to £1,000) depending on the complexity. If you then implement the agreed recommendations, this will be offset by the Implementation Fee.

An Implementation Fee is charged to set-up the client account (up to 3% of the portfolio size). This is determined based on the amount of work involved and agreed before we implement your plan. It is typically taken from your initial investment amount.

## 3. Reviews

Charges for ongoing service range between 0.5% and 1% of assets under advice.

### Your Payment Options

Our charges can either be taken from your investment upon receipt by the policy provider or paid directly by you.

#### **Settling your adviser charge in a single payment**

You will be required to settle the payment of your adviser charge on completion of our work in 14 days. We accept cheques. We do not accept payment by cash.

**You can pay this directly on commencement of the policy. On receipt of this payment we will waive our 'Advice' fee by the same amount with any balance falling due at the same time.**

### **Insurance**

- A fee. The exact amount will be agreed in writing before we begin any work.
- No fee for Term Assurance, Mortgage Protection Insurance, Critical Illness Insurance, Income Protection Insurance, Buildings Insurance, Contents Insurance, Accident Sickness and Unemployment Insurance.

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

### **Mortgages**

- A fee. The exact amount will be agreed in writing before we begin any work.
- No fee.
- A fee of up to 0.50% of the loan payable on completion by the lender.

You will receive a key facts illustration when considering a particular mortgage which will tell you about any fees relating to it.

## Refund of fees

If we charge you a fee, and your mortgage does not go ahead, you will receive:

- A full refund if the lender rejects your application.
- A partial refund if your application falls through.
- No refund if you decide not to proceed.

---

## 5. Who regulates us?

---

Brian Mellor Financial Services Ltd, Russell House, 20 Stockwell Street, Leek, Staffordshire, ST13 6DS is authorised and regulated by the Financial Services Authority. Our FSA Register number is 540721.

Our permitted business is advising on and arranging Investments, Pensions, Non Investment Insurance, Mortgages.

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

---

## 6. What to do if you have a complaint

---

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

In writing: Complaints Department, Brian Mellor Financial Services Ltd, Russell House, 20 Stockwell Street, Leek, Staffordshire, ST13 6DS.

By phone: 01538 371288

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.

### Investments

Most types of investment business 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.

### Mortgages

Mortgage advising and arranging is covered for up to a maximum of £50,000.

Further information about compensation scheme arrangements is available from the FSCS [www.fscs.org.uk](http://www.fscs.org.uk).

---

# **Brian Mellor Financial Services Limited**

## **Retail Client Agreement**

This agreement is issued on behalf of Brian Mellor Financial Services Ltd of Russell House, 20 Stockwell Street, Leek, Staffordshire, ST13 6DS who can be contacted at [admin@brianmellorfs.co.uk](mailto:admin@brianmellorfs.co.uk) or on 01538 371288.

### **Authorisation Statement**

Brian Mellor Financial Services Ltd is Authorised and Regulated by the Financial Services Authority. The Financial Services Authority regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) FSA No. 540721 or by contacting the FSA on 0845 606 1234.

### **Client Categorisation**

Each client with whom the firm does business is categorised to identify the level of regulatory protection to be applied. We believe in providing our clients with the highest level of regulatory protection available and we propose to classify you as a Retail Client for Investment purposes.

### **Communications**

We will communicate with you in English both verbally and in writing for the sending and reception of orders. To avoid any doubt instructions should be issued in writing.

### **Services to be provided**

On issue of this letter any subsequent advice or recommendation offered to you will be based upon your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. We will issue you a suitability report to confirm our recommendation.

Brian Mellor Financial Services Ltd does not handle clients' money. We never handle cash or accept a cheque made out to us, unless the cheque is in settlement of charges or disbursements for which we have sent you an invoice.

We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward you all documents showing ownership of your investments as soon as practicable after we receive them, where a number of documents are due involving a series of transactions, we normally hold each document until the series is complete, then forward them to you.

## **Restrictions**

Unless advised to the contrary, we will assume that you wish to place no restrictions on the types of investment we may recommend and in which you may subsequently invest. We will assume that you wish to place no restrictions on the markets in which transactions are to be executed.

## **Advice and Instructions**

Any advice given to you by us shall be in writing. We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing. We may, at our discretion, refuse to accept instructions although such discretion shall not be exercised unreasonably. We will record all transactions on our files which, along with copies of relevant documentation, will be retained by us for a period of not less than six years. You have a right to inspect copies of contract notes, vouchers and entries in our books or computerised records relating to your transactions. We reserve the right to withhold copies of these records if information to other parties would be disclosed.

## **Material Interest**

We will act honestly, fairly and professionally. Occasionally situations may arise where we, or one of our other clients, have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interest, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

In accordance with the rules of our regulator, The Financial Services Authority, we are prohibited from accepting any payment of commission or other non-monetary benefits from a product provider, for investment business.

## **Right to Cancel**

We will inform you of your statutory right to cancel. The Distance Marketing Directive normally grants you 30 days in which you may cancel a life or pension contract, or 14 days for an investment. However there will be occasions where no statutory rights are granted, however this will be explained before any contract is concluded.

## **Data Protection**

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

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

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take responsible steps to ensure the privacy of your information.

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

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

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 01538 371288 or in writing at Russell House, 20 Stockwell Street, Leek, Staffordshire, ST13 6DS.

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

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

### **Complaints**

If you wish to register a complaint, please write to Brian Mellor Financial Services Ltd, Russell House, 20 Stockwell Street, Leek, Staffordshire, ST13 6DS or telephone 01538 371288.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request.

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

### **Law**

This Client Agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts. Any person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **Force Majeure**

Brian Mellor Financial Services Ltd shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

### **Termination**

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.





**Brian Mellor Financial Services Ltd**  
**Russell House**  
**20 Stockwell Street**  
**Leek**  
**Staffordshire ST13 6DS**



## **DATA PROTECTION ACT 1998 - USE OF YOUR PERSONAL INFORMATION**

As you may be aware, the UK is one of the most highly regulated financial centres in the world. This is to safeguard the interests of consumers and other persons purchasing and being advised about investments, insurance and other financial products and in use of their personal data. Against this backdrop, we are required to make certain regulatory and statutory declarations to you.

If instructed by you, we collect data during our initial and other meetings with you about you and your family. We will also be collecting data about you and your family from other persons. We collect the data through note-taking and filling in of questionnaires about you and your family's circumstances.

We may make checks with credit rating agencies and Institutions with whom you have policies of insurance and investments and with your mortgage provider. The scope and extent of the gathering of information from third parties depends on what type of service you are taking from us.

### **How is your information used?**

Primarily, we use your data and data about your family's circumstances to provide advice to you and complete transactions on your behalf. We analyse and assess your data to maintain and develop our relationships with you.

Depending on the instructions we receive from you, we may pass your data to other professional advisers to enable us to provide advice most suited to your circumstances. Usually, this would be referrals to local accountants, solicitors, tax advisers and sometimes to specialist advisers in the financial and insurance industry where we do not feel we have appropriate expertise. We, and any third party specialist advisers to whom we introduce you, will, of course, pass your data to Institutions if you agree to purchase or amend policies and products as part of the sales and advice process.

Brian Mellor Financial Services Ltd will retain your data according to the statutory requirements for regulatory products. For instance, if you are given specialist pension advice, the data will be retained indefinitely. If you want details of the statutory retention periods for various product types please contact us.

Your data is held in our office in computer-based and paper-based filing systems.

### **New products**

We have a wide portfolio of financial and insurance products available to us as we believe these are some of the best and most appropriate in the marketplace. We would also like to be able to contact you so that we can further advise you of developments of new products that might be suited to you. We also might advise you of legal developments that might make it appropriate for us, or for third parties, to give you pro-active advice about the investments, insurance and other financial products of which we are aware. We stress that your information would only be used in this way to help us to provide a pro-active service to you. As we all know, time is precious and none of us want to be bombarded with information that is simply not relevant or which we do not require. Please tick below or alternatively contact us at our usual address if you do not wish your information to be used in this way.

### **Your right to a copy of your personal data**

Under the Data Protection Act you have a right, upon payment of a fee, currently £10, to obtain a copy of the personal information that Brian Mellor Financial Services Ltd holds about you. If you believe that any information held is incorrect or incomplete, you should contact us at our usual address. Any information that is found to be incorrect or incomplete will be amended promptly.

Thank you for your time and I confirm that we are at all times committed to making sure that you receive the best service and products available in the marketplace.

**I do not wish to receive information about the products or services of other carefully selected third parties from within the Financial Services and Insurance industry.**

Only tick the box above, sign below, date this notice and send it to us if you do not wish to receive details of third party products and services that may be of benefit to you financially.

Name: .....

Date.....



# BRIAN MELLOR

## FINANCIAL SERVICES LTD

LOOKING AFTER YOUR INTERESTS AND OUR REPUTATION



We offer a defined level of service in our various financial planning programmes.

For clients who choose not to participate in any of the programmes of for services not included, the following fee tariff will apply:

### COST OF OUR SERVICES

1	Initial financial healthcheck of existing contracts	up to £400
2	Risk profile and review	£50
3	Review of State Pension Benefits	£50
4	Financial healthcheck for existing clients	£150
5	Endowment review per policy	£75
6	Encashment letter	£30
7	Withdrawals letter	£30
8	Liaison with professional advisers (accountants, solicitors etc) per 15 mins	£30
9	Telephone calls on your behalf per 15 mins	£30
10	Pension transfer analysis report	from £250
11	Pension fund withdrawal review and report for new clients	from £250
12	Retirement Options Review	
	(a) Arranging open market option	from £300
	(b) Triviality option	£300
	(c) Completion of pension vesting forms	from £150
13	Specific review of investigation	from £150
14	Office meeting	from £75
15	Equity Release Report	£250
16	Mortgage Review	from £100



## Declaration / Client Consent

**This 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

Please tick this box if you do not consent to us or any company associated with us processing any such sensitive data.

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.

**I have chosen for the firm to be remunerated by;**

### INVESTMENTS / PENSIONS / SAVINGS

<input type="checkbox"/>	Payment of a fee (by cheque or BACS)
<input type="checkbox"/>	Payment by a deduction from the product.
<input type="checkbox"/>	Combination of the two above. An initial invoiced fee for the advice & implementation followed by a deduction from the product for the payment of the ongoing service.

### PURE PROTECTION ONLY

<input type="checkbox"/>	Payment of a fee (by cheque or BACS)
<input type="checkbox"/>	IFA FIRM LIMITED TO BE PAID BY COMMISSION FROM THE PROVIDER

<b>Customer Name(s)</b>		
<b>Customer signature(s)</b>		
<b>Date of Issue</b>		
<b>Issued by</b>	On behalf of Brian Mellor Financial Services Ltd	