



BULWARK FINANCIAL  
SERVICES LIMITED

# Client Service Proposition

With more than  
20 years experience....

We believe that we  
have been successful  
because we have  
been able to give  
individual advice  
that is entirely  
focused on our  
client's specific  
circumstances and  
needs.

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# Client agreement

## 1. Introduction

We are focused on helping individuals and businesses understand and plan for their financial future. We are an intermediary business which means we do not sell our own products and therefore act on your behalf. We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. Following our initial discussion, should you decide to work with us, there is a cost for our advice and services.

**We recommend products and provide services as follows:**



### Investments

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We offer independent investment advice. This means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. We'll consider a number of factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand. Where appropriate we may use an Investment Platform to administer your investments.

We provide advice on a variety of investments and have access to solutions which would meet the needs to all different client types. However, in the majority of instances our core recommended solutions are Individual Savings Accounts 'ISAs', Collective Investments and Retirement Solutions.

As we believe your investment should be fully diversified, our core investment strategy is based on Multi-asset funds/Passive Portfolios/Active Portfolios/Outsourced Investment Solutions which are aligned to an asset allocation model which also takes your investment time horizon into account. We can however advise on specialist investment solutions where appropriate to your circumstances.

Please note that we don't usually provide advice in relation to directly held individual shares, options, futures and other derivative contracts. We don't provide advice on them as we believe that they are unlikely to be suitable for the majority of our clients, however we will provide generic advice where applicable. If you need individual advice we recommend you refer to a stockbroker.



### Non-investment protection contracts

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We are an Insurance Intermediary and act on your behalf. Where we provide advice on protection contracts including life insurance, critical illness and income protection this will be based on a fair and personal analysis of the market.

# Our mission statement

We believe that treating customers fairly is about delivering a fair outcome to our customers whilst offering a first class business service. It is embedded in our culture, and our customers can be assured of this as:

We are open about the way we carry out our business and how we are remunerated.

We welcome customer feedback on a regular basis.

We encourage all our staff to continue with their professional development.

Our business is about our customers, and we are always conscious of this.

We look at all areas of our business on a regular basis to ensure that:

Customers can be confident that they are dealing with a firm where the fair treatment of customers is central to our firm's culture.

We consider our customers when promoting new services and products and ensure that they are relevant to them.

Our customers are provided with clear information and we keep them informed before, during, and after the point of sale.

Where advice is provided, we take time to understand our customers' situation and ensure that our advice is suitable and appropriate.

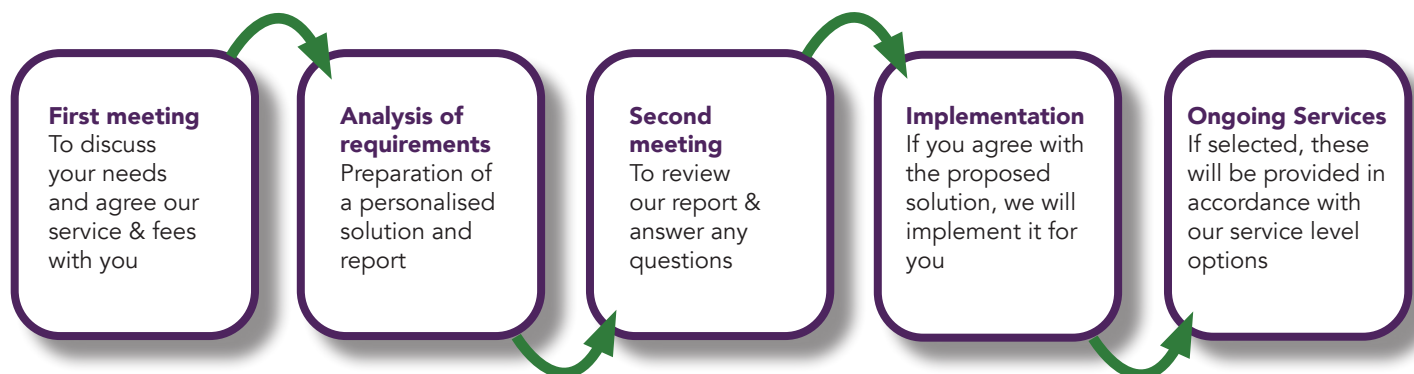
We meet our customers' expectations, providing them with a level of service and products that are of an acceptable standard.

We will ensure that our customers can switch providers, change products, surrender policies and make any complaints without any undue barriers.

# Financial review process

As a financial planning business, we are focused on helping you understand and plan for your financial future. By working with you we aim to have a full understanding of your current financial position, your objectives and identified needs. This enables us to provide suitable solutions for your needs, providing you with clear financial direction aimed at maximising the opportunities for achieving your objectives.

**In practical terms, our review process is as follows:**



## 2. Our service

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

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

In some circumstances we may provide you with a non-advised service where you will not receive advice or a recommendation from us. Where this is the case we will provide details of our non-advised services and charges separately.

## 3. Commencement

This agreement shall commence on the date of signature and shall remain in force until terminated in accordance with Section 7 Cancellation, detailed below.

## 4. Financial planning and how we charge for it

For any aspect of our financial planning all actual charges and fees will be fully disclosed to you. We will let you know if there are any other costs that might arise in connection with the services we provide to you.

Our charges/fees will be VAT exempt unless the work we provide for you only involves advice and/or preparing a report, in which case VAT may be applicable. We will always tell you if you have to pay VAT before we undertake any work for you. Charges for the ongoing service will not be liable to VAT (unless the initial service was liable to VAT) where both the initial and ongoing services are part of the same package.



### Payment for financial advice

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BulwarkFinancial Services Limited has a clear fee based structure, offering our clients a variety of methods, by which we can be paid, so that you can select the method that best suits your needs. We will not charge you until we have discussed your payment options and agreed with you how we are to be paid.

Our fees for investments are made up of two charges:  
A one off charge for our initial advice and an on-going charge for the services you wish for us to provide on an on-going basis.



### Paying our initial charges

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Our charges are payable on completion of our work and must be settled within 28 business days. Payment can be made either by:

1. Cheque or Bank Transfer (we do not accept payments by card or cash).
2. You may pay our charges via deductions from the financial product(s) that you might invest in, where the product/platform provider allows this. Please note that if you choose to pay by deduction from a financial product this will reduce the amount left for investment and may, depending on your circumstances, have other consequences. Although you may pay

nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product.

3. If your investments are held on a platform (a platform is an online investment administration service) you may choose to pay our charges out of the funds held within the platform cash account (where the platform provider offers this facility).

**If you select option 2 or 3 we will discuss how it works and the implications of using this payment method with you prior to putting it in place.**



### Paying for our services on an hourly rate

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You may prefer to pay for our services received by paying on an hourly rate basis. Where we are requested to produce one off pieces of work, or for additional review meetings, or additional non-inclusive services, our hourly rate is £150.00 per hour.

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

#### Examples

Overleaf you will find examples of each option that is available to you.

# Option 1 - Hourly rate

## First Meeting

Complete the fact find, risk assessment questionnaire and discuss your needs and aspirations. No cost. Research following the first meeting (if instructed by you to complete the research) - £150.00 per hour. This includes evaluating the best type of product, researching the 'whole of market' to select an appropriate provider and also recommending which funds (if required) are most appropriate based on your 'attitude to risk'.

Typical timescales:-

- \* Protection – 1 to 1.5 hours
- \* Pension – 4 to 6 hours
- \* Savings – 4 to 6 hours
- \* Investment – 4 to 6 hours
- \* Group Protection – 10 to 15 hours

Example: Pension research following the first meeting typically involves a timescale of 4 hours. Therefore our fee would be £600.00

## Second Meeting

Present research findings and make recommendation. No cost. Application process (if instructed by you) - £150.00 per hour. This includes completion of all application forms and any ongoing administrative work plus providing you with a complete financial report documenting any recommendations made and the reasons for them.

Typical timescales:-

- \* Protection – 5 hours
- \* Pension – 6 to 10 hours
- \* Savings – 6 to 10 hours
- \* Investment – 6 to 10 hours
- \* Group Protection – 15 to 20 hours (including presenting the scheme to staff)

Example: Presenting pension recommendations to you and completing the business on your behalf typically involves a timescale of 10 hours. Therefore our fee would be £1,500.00

## Review Meetings

Review existing plans. This includes researching existing funds to evaluate their ongoing appropriateness, making recommendations to switch if required. £150.00 per hour.

Typical timescales:-

- Pension – 6 to 8 hours
- Savings – 6 to 8 hours
- Investment – 6 to 8 hours
- Group Protection – 15 to 20 hours

Example: Reviewing a pension with you typically involves a timescale of 8 hours. Therefore our fee would be £1,200.00

# Option 2 - Percentage based

## This includes all of the following:

- \* Completion of fact find
- \* Establish your attitude to risk
- \* Carry out the necessary research
- \* Make recommendations
- \* Process all paperwork.
- \* Future meetings to discuss the suitability of any existing plans, if ongoing service is to be provided.

## Protection Contracts, (Life Assurance, Income Protection, Critical Illness, Private Medical Insurance etc)

### Payment Options:

#### Individual Business:

Option 1: Hourly Rate of £150.00  
(see typical time scales on previous page).  
Option 2: No fee. Any commissions paid by the insurance company are used to pay my fees.

#### Group Business:

Option 1: Hourly Rate of £150.00  
(see typical time scales on previous page).  
Option 2: No fee. Any commissions paid by the insurance company are used to pay my fees.

In respect of any regular premium policy which we have arranged for you, should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us, we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy.

We will confirm the exact amount that will need to be repaid by you and the timescale over which it will need to be repaid in the suitability report that we send to you when a recommendation is made. We will not charge any such fee if you exercise your right to cancel in accordance with any cancellation notice sent to you by the life insurance company.

## Lump Sum Investments (Personal Pensions, Annuities, ISA's, OEIC's etc)

**Initial Fee** - % of the amount invested Up to £200k - 3%  
Between £200k and £500k - 2% Over £500k - 1.50%

#### Examples:

£100,000.00 @ 3% = £3,000.00  
£250,000.00 @ 2% = £5,000.00  
£550,000.00 @ 1.50% = £8,250.00

The rate is calculated based on the total amount invested between various products at each appointment. Amounts invested are not carried forward to the next sale and the rate is not calculated in stages.

#### Example:

On the 1st May 2016 John invests

£150,000.00 into an Investment Bond and £60,000.00 into a pension plan. The rate applied would be 2% of the total investment of £210,000.00 = £4,200.00.

On the 1st June 2016 John invests a further £50,000.00 into his pension plan. The rate applied would be 3% of £50,000.00 = £1,500.00.

## Lump Sum Investments (Personal Pensions, Annuities, ISA's, OEIC's etc)

**Annual Adviser Fee** - % of the fund value

Transactional Only:

0.00% per annum -  
(No ongoing service/advice)

#### Review and Advice:

1 Review per annum

Plan Value of £99,999.99 or less (via phone or by face to face appointment), the basis of which is at the discretion of Bulwark Financial Services Limited. 1.00% per annum.

Plan Value between £100,000.00 and £499,999.99 (via phone or by face to face appointment), the basis of which is at the discretion of Bulwark Financial Services Limited. 0.75% per annum.

Plan Value in excess of £500,000.00 (via phone or by face to face appointment), the basis of which is at the discretion of Bulwark Financial Services Limited. 0.50% per annum.

£50,000.00 @ 1.00% = £500.00  
£250,000.00 @ 0.75% = £1,875.00  
£550,000.00 @ 0.50% = £2,750.00

2 Reviews per annum

Plan Value of £99,999.99 or less (via phone or by face to face appointment), the basis of which is at the discretion of Bulwark Financial Services Limited. 1.50% per annum.

Plan Value between £100,000.00 and £499,999.99 (via phone or by face to face appointment), the basis of which is at the discretion of Bulwark Financial Services Limited. 1.00% per annum.



Plan Value in excess of £500,000.00 (via phone or by face to face appointment), the basis of which is at the discretion of Bulwark Financial Services Limited. 0.75% per annum.

#### Examples:

£50,000.00 @ 1.50% = £750.00  
£250,000.00 @ 1.00% = £2,500.00  
£550,000.00 @ 0.75% = £4,125.00

The total combined fund values, of the plans that attract adviser charges, of couples/spouses are taken into consideration when calculating the level of annual adviser fee applicable:

#### Example:

At the time of the annual review, John has £50,000.00 invested in a Personal Pension Plan and his wife Sharon has £60,000.00

invested in an ISA. The combined fund values are £110,000.00 and therefore the annual charge on each plan will be 0.75% per annum, equating to a charge of £375.00 on John's plan and £450.00 on Sharon's plan, (assuming that 1 review per annum was chosen).

## Regular Premium Contracts (Personal Pensions, ISA's, OEIC's etc)

**Initial Fee** - % of the amount invested

32% of the annualised new/increment premium, payable as a one off fee.

#### Example:

On the 1st June 2016 John commences a new personal pension plan with a gross monthly contribution of £150.00. (£150.00 x 12 = £1,800.00 = Annual Premium). 32% of £1,800.00 = a fee of £576.00.

On the 1st September 2016 John increases his gross monthly contribution into the Personal pension plan to £300.00, which equates to an increase of

£150.00 per month. (£150.00 x 12 = £1,800.00). 32% of £1,800.00 = a fee of £576.00.

As mentioned earlier, the payment can be made either by:

1. Cheque or Bank Transfer (we do not accept payments by card or cash).

2. You may pay our charges via deductions from the financial product(s) that you invest in.

If you pay your charges via deductions from the product that you invest in, the fee will be taken from your monthly contribution.

Based on the above scenario, 100% of the £150.00 monthly premium would be used to pay my fees during the first 3 months of the plan. This would mean that no investment is made into your plan during the first 3 months. In month 4 of the plan, £126.00 of the £150.00 contribution would be used to pay the final instalment of my fees.

This would mean that £24.00 of your £150.00 monthly premium would be invested into your plan in month 4. Thereafter, 100% of your monthly premiums would be invested into the plan.

**Annual Adviser Fee** - % of the fund value

Transactional Only:

0.00% per annum - (No ongoing service/advice)

Review and Advice:

1 Review per annum

Plan Value of £99,999.99 or less (via phone or by face to face appointment), the basis of which is at the discretion of Bulwark Financial Services Limited. 1.00% per annum.

Plan Value between £100,000.00 and £499,999.99 (via phone or by face to face appointment), the basis of which is at the discretion of Bulwark Financial Services Limited. 0.75% per annum.

Plan Value in excess of £500,000.00 (via phone or by face to face appointment), the basis of which is at the discretion of

Bulwark Financial Services Limited. 0.50% per annum.

#### Examples:

£50,000.00 @ 1.00% = £500.00  
£250,000.00 @ 0.75% = £1,875.00  
£550,000.00 @ 0.50% = £2,750.00

2 Reviews per annum

Plan Value of £99,999.99 or less (via phone or by face to face appointment), the basis of which is at the discretion of Bulwark Financial Services Limited. 1.50% per annum.

Plan Value between £100,000.00 and £499,999.99 (via phone or by face to face appointment), the basis of which is at the discretion of Bulwark Financial Services Limited. 1.00% per annum.

Plan Value in excess of £500,000.00 (via phone or by face to face appointment), the basis of which is at the discretion of Bulwark Financial Services Limited. 0.75% per annum.

#### Examples:

£50,000.00 @ 1.50% = £750.00  
£250,000.00 @ 1.00% = £2,500.00  
£550,000.00 @ 0.75% = £4,125.00

The total combined fund values, of the plans that attract adviser charges, of couples/spouses are taken into consideration when calculating the level of annual adviser fee applicable:

#### Example:

At the time of the annual review, John has £50,000.00 invested in a Personal Pension Plan and his wife Sharon has £60,000.00 invested in an ISA. The combined fund values are £110,000.00 and therefore the annual charge on each plan will be 0.75% per annum, equating to a charge of £375.00 on John's plan and £450.00 on Sharon's plan, (assuming that 1 review per annum was chosen).

**Where you are paying our charge by instalments, if the regular contributions to your plan are cancelled before the charge has been paid in full, we reserve the right to request the full payment of any outstanding balance of the charges for our services.**



## Our ongoing services and charges

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We provide an annual suitability review meeting designed to provide periodic reviews to ensure that recommended products remain relevant to your circumstances. Where we have agreed to undertake a periodic suitability review this will be done on at least an annual basis.

Any products we have arranged for you will only be kept under review as part of an agreed ongoing service for which you agree to pay. Any ongoing suitability review will be agreed with you and confirmed in our service agreement. The total combined fund values, of the plans that attract adviser charges, of couples/spouses are taken into consideration when calculating the level of annual fee applicable. These examples can be shown within our charges schedule.

### Description of additional service elements for clients receiving an annual review

**Telephone Access to Adviser** – When you require support/guidance you may contact us. Where we are not available at the time of your call, we will contact you back within the next 24 hours, subject to normal working hours.

**Portfolio Valuation** – This provides a consolidated snap shot of your current position.

**Portfolio management service** – Your valuation will be divided, based upon the underlying assets, and the allocation of these will be assessed against your recorded objectives and attitude to risk. Suggestions on any rebalancing action to be taken, for example to rebalance the portfolio, will be made.

**Suitability Review Meeting** – A face to face review meeting or a phone review will be held to review your current financial situation, attitude to risk and capacity for loss and review the continued suitability of your investments. A suitability report will be issued summarising our recommendations. You will be informed at outset if you will receive a face to face review

meeting or a phone review. Where your on-going service level includes a review meeting we will contact you to arrange this at the agreed frequency. Where a review meeting is not included, you can request one by contacting us, the costs of this are outlined above.

**Asset Allocation Review** – Your valuation will be divided based upon the underlying assets and the allocation of these will be assessed against your recorded objectives and attitude to risk. Suggestions on any rebalancing action to be taken, for example to rebalance the portfolio, will be made.

**ISA Utilisation** – Utilising your ISA allowances from existing holdings – transferring assets from taxed holdings to tax- privileged holdings to make use of your annual allowance as it arises (where suitable and appropriate).

**Estate Planning** – Regular review of your financial situation to assess potential inheritance tax liability. The Financial Conduct Authority does not regulate Estate Planning Advice.



## Paying our ongoing charges

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**Payment of ongoing charges can be made either by:**

1. A regular fee, paid by standing order
2. By deduction from your investment(s) on a monthly, quarterly, six-monthly or annual basis, where the product / platform provider is able to offer this facility

**These deductions could reduce the amount left for investment and may, depending on your circumstances, have other consequences. If you select this option we will discuss the implications of using this payment method with you prior to putting it in place. Ongoing services can be cancelled at any time by simply informing us in writing but please note that we reserve the right to charge you for services provided prior to cancellation.**



## Other charges

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Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products and services we arrange for you. These charges may be one-off charges (payable up front) or charges payable on an ongoing basis. For example:

**Service costs:** If your investments are held on a platform (an online investment administration service) or held with a DFM, the platform provider / DFM will make a charge for administering / managing your investments.

**Investment costs:** These are the costs relating to the manufacturing and managing of your investments – for example, fees charged by the investment fund manager, costs relating to investment transactions.

**We'll always disclose any third party costs as part of making our recommendations.**

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.

## 5. Our obligations

### Recommendations

We will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended. Before making any recommendations, we'll carry out a suitability assessment so that we are able to act in your best interests.

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 and, if relevant, any updated recommendations.

### Best execution

Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we'll take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.

We have a best execution policy. If you want to see a copy of it please ask us.

### Anti-money laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose 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.

### Conflict of interests

Although we'll 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 conflicts of interest policy. If you want to see a copy of it please ask us.

### Other benefits we may receive

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 platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients.

### Business Support

We obtain professional support services from Sense Network Ltd who provide us with regulatory and business advice. Sense Network Limited receive payments from product providers to cover the costs of including articles and other educational material in its communications to us. These are designed to be educational in nature and will therefore ultimately benefit you. These payments represent the costs of publishing these materials from which Sense Network Limited does not make a profit.

### Communicating with you

We may communicate with you by telephone, post, e-mail or in person. In certain circumstances, we may ask you to confirm any instructions in writing prior to implementation. All our communications with you will be in English.

## 6. Your obligations

Our advice will be based on the information that you provide. 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.

Under the FCA rules, we are required to consider whether it is in your best interests for us to act for you if you refuse to provide us with what we believe to be the necessary information. We therefore reserve the right to decline to act for you if we believe

you have not provided us with the requisite information.

As we are required by anti-money laundering legislation to know who we are dealing with, it would be helpful if you could bring to the meeting evidence of your identity and address. This would normally include either your passport or driving licence and a utility bill in your name. If these documents are not available please speak to the Adviser who will confirm what alternatives would be acceptable.

## 7. Cancellation

### Termination of 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.

**Ongoing services** can be cancelled at any time by simply informing us in writing but please note that we reserve the right to charge you for services provided prior to cancellation.

### Product cancellation rights

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before the conclusion of any contract.

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a **30 day cancellation** period for a life, protection, payment protection or pension policy and a **14 day cancellation** period

for all other policies. Please note that there is **no right** to cancel a mortgage contract once the mortgage transaction has been concluded.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be provided to you.

If you cancel a **single premium** contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

In respect of any regular premium policy which we have arranged for you, should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us, we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will confirm the exact amount that will need to be repaid by you and the timescale over which it will need to be repaid in the suitability report we will send you when a recommendation is made. We will not charge any such fee if you exercise your right to cancel in accordance with any cancellation notice sent to you by the life insurance company.

## 8. How you are protected

**Bulwark Financial Services Limited** is an appointed representative of Sense Network Limited, Brookdale Centre, Manchester Road, Knutsford, Cheshire, WA16 0SR which is authorised and regulated by the Financial Conduct Authority, 12 Endeavour Square, Stratford, London, E20 1JN.

The Financial Conduct Authority (FCA) does not regulate all forms of financial advice, including for example, advice on bank deposits, Auto-Enrolment pension schemes and tax avoidance schemes.

Sense Network Ltd's Financial Services Register number is 465124. Our Financial Services Register number is 580168. Sense Network Ltd's permitted business is advising on and arranging pensions, savings and investment products, non-

investment insurance contracts and mortgages. You can check this 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.

Bulwark Financial Services Limited is an agent of Sense Network in respect of advice which is regulated by the FCA. Bulwark Financial Services Limited is not an agent for Sense in respect of advice not regulated by the FCA.

Sense Network will not be liable for any losses that may arise from advice in relation to non-regulated advice. In some circumstances, these may also mean that you will not have recourse to statutory protection schemes such as the FSCS or the FOS.

Unless we notify you in writing to the contrary, we will be treating you as a retail client. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

#### **Complaints**

If you are dissatisfied with a recommendation we have made you are entitled to make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us:

**In writing:** The Compliance Director, Sense Network Limited, Brookdale Centre, Manchester Road, Knutsford, Cheshire, WA16 0SR.

**By phone:** 01565 658 840

**By e-mail:** Complaints@sense-network.co.uk

**Please be assured we treat complaints seriously. For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS'). Full details of the FOS can be found on its website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).**

#### **Financial Services Compensation Scheme**

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.

**Investments** - most types of investment business are covered for up to a maximum of £85,000.

**Insurance** - advising and arranging is covered for 90% of the claim, without any upper limit.

We may also, on occasion, advise on other financial products which are not regulated by the Financial Conduct Authority (FCA). The Financial Services Compensation Scheme does not apply to any of these products.

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

#### **Client money**

We are not permitted to handle client money and we cannot accept a cheque made out to us or a similarly named account or Sense Network Limited, (unless it is in respect of an item for which we have sent you an invoice), or handle cash.

Please note that Sense Network Limited will not be liable for any losses which you may sustain by your failure to observe this important protection.

## **9. General**

#### **Jurisdiction**

This agreement is governed by and should be interpreted in accordance with English law and you agree to submit to the non-exclusive jurisdiction of the English Courts.

#### **Legal and accounting advice**

Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

#### **VAT**

No VAT will generally be payable where you pass the "gateway test". This is effectively the point where intermediation (completing and placing your business with an appropriate provider) takes place to set up the solutions to deliver your goals. There are six stages to intermediation. If only the first four stages are completed then it is deemed that you have not completed the "gateway test" and VAT will be payable.

The stages are:

1. Gather information about the customer (fact find)
2. Carry out research to find suitable investment options
3. Provide the customer with reports, financial health checks, forecasts
4. Recommend specific investment products to the customer, including the prices at which these can be arranged

#### **Gateway Test**

5. Act between the product provider (s) and the customer with a view to arranging the sale of the Retail Investment Products

agreed with the customer

6. And, where applicable i.e. where the customer agrees to an on-going review service monitor the customers on-going position to ensure that the products continue to meet the requirements of the customer.

## **Investment related**

#### **Documentation**

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

#### **Investment Performance & Risks**

Please be aware that investments can fall, as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

Specific warnings relevant to the investments, investment strategies or other products we recommend will be confirmed to you in your suitability report. Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.

**Unregulated financial products**

Our services may also include advice on investments relating to, or executing transactions in unregulated financial products including non-mainstream pooled investments (NMPI) such as unregulated collective investment schemes (UCIS). Accordingly, you should carefully consider whether such investments are suitable for you in light of your personal circumstances and the financial resources available to you.

**Insurance related****Providing information to your insurer**

Your insurance / protection cover is based upon the information you provide to the insurance company. Where you are buying insurance as an individual, this means that you must take

'reasonable care' to answer all questions asked by the insurer fully and accurately. For general insurance policies such as car insurance or liability insurance, once cover has been arranged, you must immediately notify the insurers or us of any changes to the information that you have already provided. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other clients (e.g. commercial clients) must still disclose all 'material facts' (any information that may influence the insurer's decision over cover or terms) prior to inception and throughout the period of the policy. Again, failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.

# Notes



## 10. Your 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.

I/We acknowledge that the client agreement will come into effect from the date of issue.

Date of Issue: \_\_\_\_\_

Client Name(s): \_\_\_\_\_

Client Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

### 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. 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.

\*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'll 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 Bulwark Financial Services Limited.

Client Name(s): \_\_\_\_\_

Client Signature(s): \_\_\_\_\_

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.

### Consent - 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 ☐

Client Name(s): \_\_\_\_\_

Client Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

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



**BULWARK FINANCIAL**  
SERVICES LIMITED

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Website: [www.bulwarkfs.co.uk](http://www.bulwarkfs.co.uk)

Bulwark Financial Services Limited is  
an Appointed Representative of Sense  
Network Limited, which is authorised  
and regulated by the Financial Conduct  
Authority. Registered in England & Wales.  
Company Registration Number 5215242