

# **Our Client Agreement & Service Proposition**

### **About this Document**

This agreement is issued on behalf of Tuto Associates Limited, Camrascan House, Isis Way, Minerva Business Park, Lynch Wood, Peterborough, PE2 6QR and who can be contacted at 01733 235221.

### **Authorisation Statement**

Tuto Associates Limited is an Appointed Representative of Tuto Money Limited with FCA number 615342. Tuto Money Limited is registered in England and Wales with company number 08845997. Registered Address: Orion House, 14 Barn Hill, Stamford, Lincolnshire, PE9 2AE.

Tuto Money Limited is authorised and regulated by the Financial Conduct Authority under FCA number 492514. The Financial Conduct Authority (FCA) 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 FCA's Register by visiting the FCA's website <a href="https://www.fca.org.uk/register">www.fca.org.uk/register</a> or by contacting the FCA on 0845 606 1234.

### **Permitted Business**

Our permitted business is advising on and arranging savings and investments products, non-investment insurance contracts and advising on pension transfers and opt outs.

# **Client Categorisation**

Each client with whom the firm does business is categorised to identify the level of regulatory protection to be applied. We propose to classify you as Retail Client for advice and the placement of pension transfers, pension switching services, annuities, income drawdown & investment purposes.

#### Scope of Service

We operate independently and therefore provide Pensions, Annuities, Drawdown & Investment services from the whole market. We also provide a pension transfer and pension switching evaluation and recommendation service for the clients of other Financial Adviser firms and professional services companies. These services are primarily offered to firms who do not hold the correct regulatory permissions for this type of work, hold the appropriate professional liability insurance cover or where there is a specific need for third party expertise and recommendations to facilitate the transaction of this category of business.

Where we offer an advisory and recommendation process on behalf of another Financial Adviser, we will only provide these services in relation to a specific pension transfer or switching recommendation and our services will only extend to this aspect of your financial planning. All other areas of your financial planning requirements will continue to be met by the advisory business that appointed us on your behalf to provide independent pension transfer or pension switching advice to you.

### Paying for our services

We charge our services by way of a fee. These fees are based on a percentage of the amount you invest and/or transfer subject to a minimum charge and a maximum cap. The fee is paid on the basis as described below. This fee can be paid either directly by you or deducted from your investment. It should be noted that the fee structure below only represents our fees for carrying the Pension transfer or Pension switching analysis, Recommendation and if appropriate new product placement and administrative work.

Your existing Adviser may also raise an additional charge for any additional work that he carries out on your behalf and following our recommendations your Adviser will resume control of the investment management of your pension portfolio and may charge you a

fee for this work. Details of any additional fees will be provided to you by your retained adviser by way of a separate client service and fee agreement

Financial Adviser Introduced Cases					
Fund Size	Defined Benefit	Defined Contribution TVAS, Analysis & TV		TVAS Only	
	Transfer Service	Switching Service	Drawdown Report	Service	
Minimum Fee	£1,995	£995 £295		£125	
First £150,000	2%	2%	2%		
Next £350,000	1%	0.75%			
Next £500,000	0.75%	0.25%			
Remaining Funds	0.25%	No Charge			
Confirmation Of Agreed Terms					

We will issue an Invoice within 7 days of your investment plan going live, which can either be paid directly by you or deducted from your investment. We must receive full payment of the invoice amount within 30 days of issue unless you have elected for our fee to be deducted from your investment. Should you decide to cancel our agreement to provide on-going services you must provide written confirmation of your decision and we will cease payments for these services within 7 business days and after collection of any due proportion of any period charges. Tuto Associates Limited 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.

### **VAT**

Under current legislation our services are not subject to VAT but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

### **Material Interest**

We will act honestly, fairly and professionally known as conducting business in 'Client's best interest' regulations. 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 Conduct Authority, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

# **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. There will however be occasions where no statutory rights are granted, however this will be explained before any contract is concluded.

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.

# **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.

### **Instructions**

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.

# **Complaints**

If you wish to register a complaint, please write to Complaints Manager, Tuto Associates Limited at Camrascan House, Isis Way, Minerva Business Park, Lynch Wood, Peterborough, PE2 6QR. The company may also be contacted at 01733 235221. 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.

# **Compensation Scheme**

We are covered by the Financial Services Compensation scheme (FSCS) if we cannot meet our obligations. This is dependent upon the type of business and the circumstances of the claim. Most types of investment business are covered up to a maximum limit of £50,000. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about this compensation scheme arrangement is available from the FSCS.

# **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 for 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 Conduct 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. 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.

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 at Camrascan House, Isis Way, Minerva Business Park, Lynch Wood, Peterborough, PE2 6QR, who can be contacted at 01733 235221.

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 legitimate purposes. 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.

# **Anti-money laundering**

We are required as a result of current 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.

#### 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.

### **Force Majeure**

Tuto Associates 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.

# **Acceptance of terms**

I confirm that I have received a copy of this client agreement and service proposition and am in agreement with the terms laid out therein. By signing this document I am authorising Tuto Associates to commence work on my behalf as instructed to them by me or my retained independent Financial Adviser.

Signature	Date	
Client Name		
Signature	Date	
Tuto Adviser Name		
Signature	Date	
Your		