

## **Key Facts regarding our online investment proposition**

This is important information, please read it carefully. It sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory requirements, as well as our charges.

Arian Financial Planning Ltd is authorised and regulated by the Financial Conduct Authority. FCA number 544532.

Registered Office: Building 24, Stradey Business Park, Llangennech, Llanelli, Carmarthenshire, SA14 8YP.

This information is the basis upon which we will conduct business with you and on your behalf. It is important information and we would ask you to read it carefully and if you are unsure of any of the terms please ask.

The terms of the Agreement come into force immediately on acceptance (implied or actual) of its terms by you and will remain in force until further notice.

Arian Financial Planning Ltd, is authorised and regulated by the Financial Conduct Authority (FCA) under number 544532. You can check this on the FCA's register at <http://www.fsa.gov.uk/Pages/register/index.shtml> (<http://www.fsa.gov.uk/Pages/register/index.shtml>) or by contacting the FCA at 25 The North Colonnade, Canary Wharf, London, E14 5HS or telephone 0845 6061234.

## **Customer classification of you**

The type of client category will determine the levels of protection afforded to you under the Financial Services Compensation Scheme, as established by the Services and Market Act 2000.

You will be classified as a Retail Client under the FCA rules which means the regulatory protection available to you will be the highest available. This agreement is personal to you and not assignable. We may accept instructions from and give information to third parties on

your behalf where you have confirmed in writing we may do so. We cannot accept any responsibility for errors in information supplied by such persons.

### **What services do we offer?**

We are authorised to advise on and arrange investments, such as Unit Trusts and ISAs, and are authorised and regulated by the Financial Conduct Authority. FCA number 544532.

Arian Financial Planning Ltd offers advice on an independent basis, however after extensive due diligence, the Arian Direct online investment only offers Services from Parmenion Capital Partners LLP. This means we will advise and make a recommendation for you after we have assessed your needs.

### **The cost of our services**

You will pay for our Advice services via by payment facilitation through product charging. We will not charge you until we have agreed with you how we are to be paid.

Initial arrangement fee 0.25% of your investment– to include assessing suitability, advice and reporting on the merits of investing, administration and execution of investments, via Arian Financial Planning Ltd.

Annual management/on-going fee 0.4% – to provide on-going monitoring, valuation of and assessment of your investment portfolio (with agreed parameters, e.g. timescale and attitude to risk).

Switching/dealing fee 0% – we will not levy any charge for recommending and making changes to the underlying investment funds/as or if required.

Please be aware we have negotiated the provision of technology to deliver the Advice along with Administration Services from Parmenion on terms that we consider to be cost-efficient and beneficial to you. Please let us know if you require further details.

Parmenion Capital Partners LLP are wholly owned subsidiaries of Aberdeen Asset Management PLC and are part of the larger Aberdeen group of companies ('Aberdeen'). Entities within the Aberdeen group operate, manage and promote funds that may be eligible for your portfolio ('Aberdeen Funds'). Where Aberdeen Funds are held in your portfolio, then Aberdeen will additionally be entitled to the relevant fund AMC or other fees and charges disclosed in the relevant Aberdeen Fund prospectus. Any such fees and charges will form part of the fund OCF payable on your account.

Parmenion's fund selection criteria remains whole of market and this does not promote, nor exclude, the use of Aberdeen Funds in your portfolio.

### **Client money**

For your additional security we do not handle client's money. We never accept a cheque made out to us (unless it is a cheque in settlement of our fees or other charges or disbursements for which we have sent you an invoice). We do not handle cash.

### **Accounting to you**

The Arian Direct service only offers Parmenion's discretionary investment management services, all investments will be registered in the name of the Nominee 'Parmenion Nominees Limited'. Although Parmenion retain legal title, all investments will be beneficially owned by you. You have a right to inspect copies of contract notes and entries in our records in relation to transactions on your behalf. In that request we reserve the right to give you copies of such documents rather than access to the originals.

### **Financial Services Compensation Scheme**

We subscribe to the Financial Services Compensation Scheme (FSCS) levy. 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. You will find up-to-date details of the FSCS's compensation limits, eligibility and details of

how to make a claim on its website [www.fscs.org.uk](http://www.fscs.org.uk). As at June 2014, the limit is as follows:

Investment: For eligible compensation claims, most types of investment business are covered for 100% of the first £50,000. Further information about compensation scheme arrangements is available from the FSCS.

## **Complaints**

If you should have any complaint about the advice you receive, the service we offer or an investment you have purchased please write or call the Complaints Officer at Arian Financial Planning Ltd, Registered Office: Building 24, Stradey Business Park, Llangennech, Llanelli, Carmarthenshire, SA14 8YP. Telephone number: 0800 772 0227

If, following our subsequent investigation and response, you are still not satisfied, you may contact the Financial Ombudsman Service ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk); South Quay Plaza, 183 Marsh Wall, London, E14 9SR). Full details are contained within our internal complaints procedure, which is available to you on request at any time.

## **Cancellation rights**

The cancellation rights for your investment, will be explained to you in your suitability report which we will give you at the time you confirm or carry out the transaction.

## **Communications**

Arian Financial Planning Ltd may contact you by email, telephone, SMS and post from time to time unless we hear from you to the contrary.

## **Material interests**

Occasions can arise where we will have some form of interest in the

business which we are transacting for you. If this happens, or we become aware that our interests conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions.

As a consequence of such potential conflicts arising, we have put arrangements in place to ensure our clients are treated fairly. We have also implemented a conflicts of interest policy to help us manage such risk.

### **Risk warnings**

Relevant risk warnings will be advised to you throughout the advice process and suitability report.

The value of investments may go down as well as up, and you may not get back the amount invested. Levels of income from investments may fluctuate. We cannot be held liable for any depreciation in the value of investments arranged for you.

### **Termination of authority**

You or we may terminate our authority and/or this agreement to act on your behalf at any time without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to your application and this client agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fee which may be outstanding.

### **Data Protection and Anti Money Laundering**

We are registered under the Data Protection Act 1998. You acknowledge and understand that we keep personal and financial information with regard to your circumstances on file (electronic and/or paper based) as required to be able to advise you as to your financial planning needs. We confirm this information will not be used or transferred to any other firm, company, entity or person, with the

exception of the provider, without your consent or as may be required by law. We may also provide information to the FCA upon request.

We cannot be held responsible for the information held on your file being inaccurate due to you failing to inform us of a change of circumstances.

Where business services are provided to us by third parties then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions such as processing business, and obtaining compliance and regulatory advice you agree personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such third parties.

You agree this information may be transferred electronically, e.g. email. You also agree we may or any such third party may contact you in the future by any means of communication which we or they consider appropriate at the time.

We keep records of our business transactions with you for at least the time required by legislation.

We are required to verify your identity in accordance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007. We reserve the right to approach third parties and to delay any of your applications until adequate verification of identity has been obtained.

## **Marketing**

Arian Financial Planning Ltd, may use your data for marketing purposes, to keep you informed about the products and services offered by Arian Financial Planning Ltd and other providers of products and services with whom we have an introducer relationship. You have a right to request us not to use your data for direct marketing purposes. If you do not wish to receive direct marketing from Arian Financial Planning Ltd please write to us at Building 24, Stradey Business Park, Llangennech, Llanelli, Carmarthenshire,

SA14 8YP.

Unless you tell us otherwise, we may contact you by mail, email and/or telephone.

## **Governing Law and Jurisdiction**

### **LIABILITY**

You agree to indemnify us in relation to any acts, proceedings or claims which we incur directly or indirectly as a result of our acting under this agreement save that this indemnity shall not apply to the extent it arises out of our negligence, fraud, breach of this agreement or our regulatory responsibilities.

We reserve the right to amend this agreement at our discretion where changes in regulation or law necessitate by giving you notice in writing. You will also be given the option to accept our new agreements or terminate our authority. This agreement shall be governed by and construed according to English law. Any disputes shall be determined in the jurisdiction of the English Courts.

### **Client Terms: Specific provisions**

Our obligations when giving you advice:



We aim to ensure that any designated investment and/or platform we recommend is suitable for you at the time. These terms have specific meanings within the Rules made under the Financial Services & Markets Act (2000) or successor legislation. No statement by us or employees should be construed as extending this obligation.

We accept no liability for recommendations not given or for the suitability of investments made by you without a personal recommendation

### **Execution-only services**

Where you choose to proceed on an execution only basis, we do not

warrant the accuracy of any information produced by third parties. The expression of a 'house view' on a specific investment product, e.g. in a newsletter, should not be construed as a direction to invest or a personal recommendation that such an investment is suitable for your specific needs and circumstances.

## Client consent

This agreement is made between you, "the Client" and Arian Financial Planning, "We or Us".

Together with these terms and the objectives set out in any 'Investment Management Proposal (IMP)' or 'Suitability Report' document, it forms the entirety of your agreement with us for on-going services and supersedes any previous agreement.

There is a facility to review your investment annually.

## CLIENT DECLARATION

I/We have read the 'Key facts about our service' I/We agree to the terms included in this Agreement I/We acknowledge the warning outlined in the Agreement I/We subscribe to the services outlined

The value of investments can go down in value as well as up, so you could get back less than you invest. **It is therefore important that you understand your risks and commitments.** If you are unsure at any stage of the process please contact an Adviser for guidance or advice.