

# CLIENT AGREEMENT

## Consultancy Charging Service

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THE THOUGHTFUL INVESTOR

## CHANGES TO THIS CLIENT AGREEMENT

This section details changes made to this Client Agreement since the launch of the service. We show below the date of the change, the page the change relates to and the details of each change. This is intended to make it clear for clients how and when we make updates to this document.

Date of change	Page	Details of change
06/08/2021	8	In the Paying for our Services section, we have removed the reference to the use of payment cards, in that we have deleted the previous reference to such cards not being an acceptable form of payment. This change has the effect of allowing future payment of invoiced adviser charges by card, in certain limited circumstances.
06/08/2021	12	<p>In the Quality of Service section, we have removed reference to the EU Online Dispute Resolution Portal following the UK's withdrawal from the European Union on 31<sup>st</sup> December 2020 as it no longer applies to the UK.</p> <p>In the same section we updated the name of our Compliance Officer to Michael Richardson, following his appointment in April 2021.</p>

The above changes will come into effect immediately for new clients joining the service after the date of change shown above and for pre-existing clients in accordance with the section Amendment to these Terms on page 16.

The following document represents our *Client Agreement*, which sets out the terms upon which we will provide our services to you. This should be read in conjunction with your personalised *Client Fee Agreement*, which we will ask you to sign and return.

This *Client Agreement* refers only to our *Consultancy Charging Service*, it is an arrangement made between you the 'Employer' (also referred to as 'you' and 'your') and Castlefield Advisory Partners Limited (also referred to as 'we' 'us' 'our' and 'ourselves'). Your 'Employees' will be referred to as such and we will only provide services to you under this agreement.

Having read this *Client Agreement*, we will ask you to sign and return a personalised copy of our *Client Fee Agreement* to us. This is our assurance that you have read and agreed to the following terms and to the basis upon which we will be paid. If you are unsure of the implications of any of our terms, please ask us to explain them to you.

## **ABOUT US**

Castlefield is the trading name of Castlefield Advisory Partners Limited, which is authorised and regulated by the Financial Conduct Authority (FCA), who can be found at 12 Endeavour Square, Stratford, London, E20 1JN. We are financial advisers and are registered in England and Wales under company number 6584365. Our registered office is 111 Piccadilly, Manchester, M1 2HY. Our FCA Register number is 478430. You can check our details on the FCA's Register by visiting the FCA's website at [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the FCA on 0800 111 6768 or 0300 500 8082. You can contact us via our website ([www.castlefield.com](http://www.castlefield.com)) or by telephone 0161 233 4550.

Please note that we do not advise on arranging occupational pension schemes. Arranging Group Personal Pensions and Group Stakeholder Pensions (which are not occupational pension schemes) may be deemed to be a regulated activity by the FCA once members start joining the scheme.

## **ABOUT THE SERVICES WE OFFER**

Details of the services we offer are set out in the *Scope of Our Advice* section of this agreement. We will agree with you which of our services you want us to provide or we recommend that you receive. In order to provide you with advice and recommendations suitable for your circumstance we will gather the appropriate information from you and we will be able to set out clearly your objectives. Your objectives will be set out and summarised within a Suitability Report, which will be specific to your business needs and issued to you as part of our advice process. This will document and explain the recommendations we have made.

## **OUR SPECIALISM IN RESPONSIBLE INVESTMENT**

Investing responsibly or ethically is not just about screening out certain sectors, but about investing in businesses that are monitoring their environmental and social impact, with the aim of preserving and enhancing long-term shareholder value. We believe that companies that take sustainability into account are more likely to show themselves to be robust over the long-term and therefore perform better.

## THE SCOPE OF OUR ADVICE

Our advice to you will highlight particular areas where we feel we can be of help. The scope of our advice will depend on the area(s) where we jointly agree you need guidance or advice.

The *Corporate Consultancy Service* is only offered to existing clients and involves us in providing you with a **restricted advice service**, covering in turn an agreed range of ongoing services. This means that when we provide guidance or advice on your existing arrangements, we will only consider whether they still remain suitable for you. We only offer advice on Group Personal Pension or group Stakeholder Pensions that meet auto-enrolment and Workplace Pension requirements. Each of the products and services we have previously recommended has been selected based on a range of criteria including such factors as the range of features and benefits offered, value for money, administrative efficiency and the perceived security and financial standing of the providers concerned. If it is appropriate for you, in our view, to retain an existing investment or product we will make this clear to you. If in future one or more of your existing range of products is considered no longer to be suitable for you we will need to reach a separate agreement with you covering how we will advise you regarding selecting a more suitable replacement.

Where we provide protection planning services, we are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market. We will do this free from any restriction or bias.

In any event, we will always explain carefully the methodology we use in providing advice to you, so that you can understand how we have reached our recommendation. We will only recommend a product or service which is, in our view, genuinely suitable for you and meets a need identified as a result of the information you have been willing to provide.

Subject to your agreement to our recommendations, we will implement the advice and arrange the purchase of the recommended investment or insurance product on your behalf.

We are unable to offer the *Consultancy Charging Service* to any clients who are non-UK based.

## OUR SERVICES

We will provide services to you as set out and agreed via our *Client Fee Agreement*. An overview of the full range of services we can potentially provide is detailed in Schedules 1 and/or 2 of this agreement.

We undertake to provide the agreed services within such timescale as may be agreed between you and us from time to time.

## THE COST OF OUR SERVICES

Our separate *Client Fee Agreement* covers in detail the choices you have for how our fee will be calculated to cover our services. We will discuss the options with you and answer any questions you have. **The *Client Fee Agreement* forms part of this *Client Agreement*, so they should be read alongside each other as, together, they represent the entire agreement between us.**

We reserve the right to increase our fees in future but, if we do so, we will let you know in advance of any increased charges coming into effect. The section below entitled *Amendment to these Terms* explains how we will do this.

You agree that where a product or service provider has agreed to facilitate the payment of fees due from you to us, and where such fees received are in excess of any fees you owe us at the time of receipt of the amount concerned, we will aim to return these fees within 30 days, although we reserve the right to offset any fees for work undertaken which has yet to be invoiced, before the final refund takes place.

In the event that we are entitled to receive a commission for non-advised transactions or for certain business transacted or advised on prior to 31<sup>st</sup> December 2012, we will be able to tell you the amount of any commission that is paid to us by product providers with whom investments are made. You should be aware of the possibility that other costs or taxes relating to the services that we provide for you may exist, even though they are not paid through us or imposed by us.

We make no additional charge in relation to our specialisation in responsible investment.

We will be remunerated for the provision of the agreed services on the basis set out in Schedules 1 and/or 2 to this *Client Agreement*.

You agree that all fees invoiced will be settled within seven days of the date of the invoice or other request for payment. Any outstanding fees will incur interest charges at a daily rate equivalent to 1% per calendar month.

Should any of your Employees/individual members require advice we will refer them to our website where they can enquire about our Advisory Services. Should they wish to proceed with one of our Advisory Services, we will require a separate agreement with them which will not hold any connection with our agreement with you as their Employer.

We will agree a fixed fee with you for our ongoing advice depending on your specific requirements, the actual adviser charges (fees) will be agreed with you and based on the complexity of the work involved, the amount invested and the overall assets under our advice.

Further details of our charges are given below. Please note, all fees quoted include any VAT which may be payable and the cost of implementing the advice.

## CHARGES FOR ONGOING SERVICES

We will pre-agree a fixed charge for any work we carry out on your behalf. The fixed charge will be reviewed at your annual review. Our fixed fees are based on our hourly rates as above. Here is an example of how our ongoing charge is calculated on a fixed fee basis subject to annual review:

Fixed fee example for ongoing advice: Annual review meeting with you and follow up report together with a presentation to update Employees on pension benefits generally, outline how the scheme has performed, any amendments proposed and to encourage those who have not joined to reconsider their position. We will provide an opportunity for all to ask questions.

Partner/Associate 10 hours	10 x £198 = £1,980
Paraplanner/Manager/Senior Executive 6 hours	6 x £120 = £720
Executive/Assistant 3 hours	3 x £90 = £270
Total ongoing fixed charge	£2,970

For each additional member communication (for example an Employee presentation at your office premises at a more frequent basis than in conjunction with your annual review meeting) we typically charge for preparation and delivery at our hourly rates above and we will pre-agree this with you in advance.

Example of additional member communication e.g. Employee presentation at your office premises:

Partner/Associate 6 hours	6 x £198 = £1,188
Paraplanner/Manager/Senior Executive 6 hours	6 x £120 = £720
Executive/Assistant 3 hours	3 x £90 = £270
Total ongoing fixed charge	£2,178

Our annual ongoing fixed charge for our Consultancy Charging Service is subject to a minimum of £2,400 fixed fee per annum, so you will always pay at least this per annum.

## OTHER CHARGES

If in future we agree that you need us to advise you on replacing one of your existing products or policies we will agree with you at that time the one-off additional cost of our advice. We have put together the example below to show what our typical costs may be. We base our fixed fees on our hourly rates as above.

Fixed fee example: additional one-off advice on replacing one of your products or policies which may include provider selection, Employer meeting, Employee communication with recommendations to meet your needs and objectives and implementation, taking into account your attitude to risk and values:

Partner/Associate 10 hours	10 x £198 = £1,980
Paraplanner/Manager/Senior Executive 8 hours	8 x £120 = £960
Executive/Assistant 5 hours	5 x £90 = £450
Total initial charge	£3,390

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products 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 platform (online investment administration service) or held with a Discretionary Fund Manager (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 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.

## PROTECTION

For advice on non-investment protection policies, we will set the fee for this element of your advice on the commission supplied by the recommended product provider. We may be able to provide you with an estimate of the amount before we carry out any business for you. Where the commission offered by the provider doesn't meet our minimum fee level, we will agree a fee to make up the difference.

In respect of any regular premium protection 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, by the provider, we reserve the right to charge you a fee representing the amount we have to repay.

Any commission we receive from the product provider will be used to offset your fees.

A typical example of the commission we could receive from a policy is set out below:

A death in service benefit cover for 26 Employees with a sum assured of £4,670,000 providing a lump sum equal to 4x salary is an annual reviewable premium of £3,080.

Any commission we receive from the product provider will be used to offset your fixed fee. For example; if our fee for providing an annual service to you was agreed at £6,000 p.a. and it included arranging a protection policy, which paid us commission of £3,080, you would owe us £2,920.

## PAYING FOR OUR SERVICES

Our charges will be settled via invoice which will be issued annually, or at the conclusion of a piece of advice where relevant. We can continue to receive fees that are currently paid via commission as set out in the earlier sections of this agreement.

We cannot accept payments by cash or by standing order. Our fees become payable on completion of our work and should be settled within seven days of the date of the invoice.

## PROVIDING INFORMATION ABOUT YOUR CIRCUMSTANCES

You undertake to provide us information we require to facilitate the provision of the agreed services.

Our advice will be based on the information that you give so 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.

## OTHER IMPORTANT TERMS

**HOW WE WILL CLASSIFY YOU:** We have classified you in accordance with the Financial Conduct Authority rules as a *Retail Client*. This means that you are afforded the greatest level of protection available under the Financial Services and Markets Act 2000 (FSMA). If we propose to treat you as any other type of customer, we will let you know and explain why. You have the right to request a different categorisation. However, this may result in the loss of some of the protections available under the FSMA, such as the right to refer complaints to the Financial Ombudsman Service and the right to receive specific information in respect of any investments we recommend or arrange on your behalf.

**METHODS OF COMMUNICATION:** Unless you advise us otherwise, we will communicate with you by any of e-mail, on-line portal, telephone, letter, or face-to-face meeting. **Please note, we will not be able to set up or operate your account efficiently and keep you up-to-date if you don't provide us with an email address, which you regularly access.** We require you to give us instructions in writing or via email, to avoid possible disputes. We can refuse your instructions at our discretion. 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 as detailed within our Corporate Financial Planning Questionnaire and Privacy Notice. At our discretion and unless we hear from you to the contrary, we may telephone you from time to time between the hours of 9am to 9pm without your further prior consent to such contact.

**RECORDING COMMUNICATIONS:** To ensure we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we will record and may monitor your telephone communications or conversations with us. Copies of our telephone recordings will be available on request, for a period of 5 years after the recording was made.

**ACCEPTING INSTRUCTIONS:** Instructions which have the intention of prompting us to undertake any action on your behalf should be made in writing or by telephone. However, should you wish to give instructions in any other form, including by email and on-line portal we may accept such instructions, when we believe, in our absolute discretion, that these instructions originated from you or from someone acting with your authority. You accept that we shall not be liable to you for any delay in responding to these instructions and you agree to indemnify us for any losses we incur as a result of reliance on such instructions.



**LANGUAGE:** All our communications and documents will be provided to you in English.

**LEGAL AND ACCOUNTING ADVICE:** We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant.

**INVESTMENT AND NON-INVESTMENT INSURANCE SERVICES:** We are permitted to advise on and arrange deals in investments and non- investment insurance contracts. If we arrange these for you, please note they will not be kept under review unless we have agreed to do so. You are free to ask for our advice at any stage. However, we may contact you in the future should we wish to discuss the relative merits of an investment or non-investment insurance contract or service which we feel may be of interest to you.

**BENEFITS WE MAY RECEIVE:** Under the rules of our regulator, the FCA, we can't accept payments or benefits from other firms (e.g. product providers) unless it's designed to enhance the quality of service we provide, and it doesn't conflict with our duty to act in our clients' best interests.

From time to time we may attend training events funded and/or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

**CLIENTS' MONEY:** We do not handle clients' money. We never accept a cheque made payable to us (unless it is a cheque in settlement of our charges or disbursements for which we have sent you an invoice) or handle cash.

**CONFLICTS OF INTEREST:** On occasions we, or one of our other customers/associates/shareholders, will have some form of interest in a transaction we are handling for you. If this happens, or if we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent in writing before we carry out your instructions. We'll also let you know the steps we'll take to make sure you are treated fairly. There may be occasions when we will be unable to act for one of the parties involved. We have links with Castlefield Investment Partners LLP (CIP) and Castlefield Fund Partners (CFP), as sister organisations within the same group of companies. We are free to recommend to you that CIP manage some or all of your assets. However, this will only be the case if the product or service they offer is genuinely suitable for you. Please let us know if you would like to see a copy of our *Conflicts of Interest Policy*.

**BASIS OF VALUATION OF INVESTMENTS:** Where we provide you with an estimate of the value of your various assets or investments, as part of our service to you, we will do this in good faith, to assist you with monitoring your assets. The valuations will be derived from various sources we consider to be reliable – typically provided by product providers themselves, at our request – but we cannot be held responsible for the accuracy or completeness of information provided by third parties. The relevant dates of valuation of different investments may also vary as between one provider and another, although presented to you in the form of an aggregate valuation of all of your assets, for purposes which may include the calculation of our agreed fee on or around a set date.

**REGISTRATION/LOCATION OF YOUR INVESTMENTS OR POLICIES:** We will make arrangements for all your investments to be registered in your name unless we have agreed otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practical after we receive them. All cheques, documents of title, etc., may be sent by post to your last known address and shall be sent at your own risk. A recorded delivery service will not normally be used.

**BEST EXECUTION:** When carrying out orders on your behalf, in relation to financial instruments, we will take all sufficient steps to achieve what is called *best execution* of your orders. This means that we have in place a policy and procedures which are designed to obtain the best possible execution result, subject to and taking into account various (sometimes conflicting) factors. Please let us know if you would like to see a copy of our *Best Execution Policy*.

**CANCELLATION RIGHTS:** Most policies and investments benefit from Cancellation Rights i.e. you may cancel your policy without suffering financial detriment, within a certain time period. Please note that the terms vary from policy to policy and some transactions may not have any Cancellation Rights attached.

**RISK WARNINGS:** The value of investments may go down as well as up and you may not get back the amount you originally invested. Past performance is not necessarily a guide to future performance. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. We will notify you separately of any specific risk factors that apply to the service we provide for you or to any investments which we recommend.

**THE RIGHT TO TERMINATE THIS AGREEMENT:** You or we may terminate this agreement at any time, without penalty or prejudice to the completion of any transactions already initiated. Notice of this termination must be given in writing. You will however be liable to pay for any transactions made prior to termination and any fees which may be outstanding. If we terminate this agreement, we will aim to give at least 30 calendar days' notice, which will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this *Client Agreement* unless otherwise agreed in writing. You will be liable to pay for any transactions entered into or cost of advice yet to be invoiced relating to the period prior to termination and any fees outstanding, if applicable.

## TREATMENT OF INFORMATION OR DATA RELATING TO YOU AS EMPLOYER AND YOUR EMPLOYEES:

To provide our services properly we'll need to collect information on your financial circumstances and in some circumstances your Employees. We take your and your Employees' privacy seriously and will only use personal information to deliver our services. Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you and to prevent money laundering or terrorist financing. 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). It is your responsibility to ensure that your Employees are appropriately informed about their data that you share with us and the lawful basis for you doing so.

We ask you to agree to be a Joint Data Controller with us by agreeing the terms outlined in this *Client Agreement*. You will be responsible for providing your Employees with information on your internal privacy notice about the processing of the Employees' data in general. This should include the sharing of their data with third parties (named and categorised) including the company/companies that you use to deliver their Employee benefits package, i.e. Castlefield. 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 and your Employees. As part of this agreement we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above. Your Privacy Notice should identify you as the initial point of contact for data protection issues.

We adopt a transparent approach to the processing of all personal data. Sometimes, we may need to pass your or your Employees' personal information to other organisations. In respect of a Workplace Pension Scheme, 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 both your and your Employees' personal data in the performance of their contract with us. 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 organisation to whom we may pass your or your Employees' details also have their own obligations to deal with your or your Employees' 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 and your Employees' information is adequately protected.

**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. We do not expect to need to gather any special category of personal data of your Employees to advise you on group pension provisions. In the event that information such as trade union membership details is passed on, it is your responsibility to ensure that you gain the consent of your Employees for this and/or explain the lawful basis on which you are sharing this data.

For further details on how we process personal data, please refer to our Privacy Notice and our Corporate Financial Planning Questionnaire. To read our latest Privacy Notice please visit: <http://www.castlefield.com/privacy-notice/>. A written copy is also available on request. By agreeing to these terms, you agree to us processing personal data in accordance with the Privacy Notice, in addition, you to agree take responsibility in providing Castlefield's Privacy Notice to your Employees.

**QUALITY OF SERVICE:** If you have any complaint about the advice you have received from us or a product that you have taken out through us please call or write to our Compliance Officer, Michael Richardson. Our contact details are shown in the About Us section above. Our internal complaints handling procedure, covering the reasonable and prompt handling of complaints, is available upon request. If, after we have reviewed your complaint, we cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, full details of which can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by calling them on 0800 0234567 or 0300 1239123. We will not levy any charge for handling complaints made against us.

**FINANCIAL SERVICES COMPENSATION SCHEME:** We are covered by the Financial Services Compensation Scheme (FSCS). If you make a valid claim against us in respect of the investments, we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered up to a maximum limit of £85,000 and deposits may be covered up to a maximum of £85,000. Further information about compensation scheme arrangements is available from the FSCS, website: [www.fscs.org.uk](http://www.fscs.org.uk).

**VERIFYING YOUR IDENTITY:** We are required to verify your identity and no advice can be offered nor transactions undertaken on your behalf until such verification has been obtained. In connection with this arrangement, we may carry out an online identity check with a licensed identity checking agency, which will retain a record of that search. We may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file, but it will not affect your credit rating.

**AMENDMENT TO THESE TERMS:** If we amend these terms, we will inform you in writing. You agree that we may change the future content without receiving your prior consent to do so, but we will not conduct any investment business for you following any change unless we have given you at least 30 business days' notice, unless it is impractical to do so.

This *Client Agreement* is personal to you and/or to your personal representatives and you or they may not transfer obligations entered into. We may assign this contract to any person connected with us or to any successor company, on giving written notice to you to that effect. This *Client Agreement* shall be governed by and construed according to English Law. Any disputes shall be determined in the English Courts.

**RELEVANT REGULATIONS:** It is declared by the parties to this agreement that none of its terms are to be enforceable by section 1 of the Contracts (Rights of Third Parties) Act 1999 by any other person. Note that where the agreed services specify services to be provided to Employees, the Employer will be responsible for ensuring they are provided. Any dispute raised by an Employee about payment of charges for our services not provided to the Employee will be between Employee and Employer.

**The following Schedules (Schedule 1 and 2) represent the full range of services potentially available under our *Consultancy Charging Service*. Your personalised Schedule of services depending on your exact requirements will be detailed on your accompanying *Client Fee Agreement*.**

## SCHEDULE 1 - GROUP PERSONAL PENSIONS AND GROUP STAKEHOLDER PENSIONS

### What we can potentially provide (ongoing service):

#### 1. Review of objectives

- Review of your objectives and budgets available.
- Assistance with reviewing the type and level of benefit you wish to provide to your Employees.
- Obtain data on the membership to be covered so that full quotations can be prepared.

#### 2. Fund selection

- Suitability report to outline default funds to be offered and reasons for their selection including general guidance on life styling options.

#### 3. Employer meeting

- Meeting(s) to review and discuss objectives with follow up report and recommendations.
- Agree requirements for assistance with Employee communications and agree time to issue.
- Agree timetable for review meetings to cover future ongoing operation.
- Agree remuneration and method of payment to be confirmed by way of Client Fee Agreement.

#### 4. Member communications

- Provide employee presentation on scheme design recommended and subsequent updates on pension benefits generally.
- Presentations to be an opportunity for all to ask questions and encourage those who have not joined to reconsider their position.
- Prepare notes on scheme fund choices available and their risk profiles.
- Provide details of default fund or funds and attributes of these funds and how they have been selected.
- Provide details of online support and how to access this, confirming what can and cannot be done online.

#### 5. Salary sacrifice

- Discuss this option with you outlining advantages and disadvantages. If agreed, confirm how any NI saving is to be treated.

- If you wish to offer salary sacrifice then prepare announcement to potential members explaining this option.
- Prepare exchange of letters template. Please note that salary sacrifice guidance is not an FCA regulated activity.

#### 6. Ongoing Service

- Agree timetable for regular review meeting every [six months/year] to check that all aspects of arrangements performing as they should and review any issues.
- Annual review report to confirm continuing suitability of recommended provider and default funds.
- Annual presentation to Employees, discussing the scheme, changes to pension legislation and default fund performance along with general guidance on life styling options.
- Provide an update in changes to Auto Enrolment legislation since the last review, the scope of this information is set out in Schedule 2.

## **SCHEDULE 2 – AUTO-ENROLMENT SERVICES**

**This service is aimed at clients who are already subject to Auto Enrolment legislation, so do not require guidance on implementation of the requirements.**

- Guidance on the various contribution levels/bases that may be used by the Employer, and Employee eligibility terms.
- Discussions regarding impact of auto-enrolment obligations, procedures and qualifying scheme requirements if applicable.

## What you are responsible for:

- You must provide us with full access to information concerning any existing pension schemes in place together with appropriate and up to date information regarding your financial circumstance.
- Carrying out the appropriate assessment of your workforce. Various tools are available to assist you in this connection.
- Establishing and monitoring the appropriate systems and controls to address all scheme management and administration requirements.
- Maintaining accurate and complete scheme records safely for future reference.
- Introducing a process of continuing monitoring of compliance against all regulatory requirements.
- Managing a continuing process to deal with enrolment of all qualifying workers. Assistance may be provided by the pension scheme provider when you submit ongoing Employee data to them.
- Monitoring age/earnings continuously to identify where changes may be needed. Again, assistance may be provided by the pension scheme provider in this connection.
- Supplying all necessary information to the pension scheme provider to enable all pension contributions to be monitored and controlled.
- Processing all opt-in/opt-out requests and arranging for refunds to be paid out where appropriate.
- Maintaining accurate and complete scheme records safely for future reference. Completing the appropriate periodic re-registration of the scheme with the Pensions Regulator.
- Deciding on which contribution levels/bases are best suited to your business needs, guidance may be provided by your Castlefield Adviser if agreed.
- Deciding on whether you wish to adopt a phased approach to making pension contributions if applicable.
- Completing the necessary certification process/completing the appropriate periodic re-registration of the scheme with the Pensions Regulator.
- Preparing and issuing all necessary communications to your workforce. Template documents are available for your use or we can assist in drafting bespoke documents for you if agreed.
- Ensuring that all worker rights are properly safeguarded.
- Providing full, clean employee data to pension scheme provider. The provider will provide you with the appropriate online tools to capture this data.
- Maintaining the necessary payroll to cater for auto enrolment requirements.
- Collecting all member pension contributions and passing all payments to the pension scheme provider by the required payment date.



THE THOUGHTFUL INVESTOR

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