



How our service works for you

TERMS OF BUSINESS & CLIENT AGREEMENT – PART I & II

Academy of Life Planning

How our service works for you

Terms of Business & Client Agreement – Part I.

This document is aimed at providing you with a brief overview of our firm and to introduce you to our generic advice and financial education services ('Services') in more detail. After you have read this document you will need to select the service that best suits your needs. We will then discuss this with you so that you fully understand what is offered and how it will benefit you. Should you have any questions regarding any element of this document please do not hesitate to ask us about it.

This Terms of Business & Client Agreement is issued by The Academy of Life Planning Limited.

Registered in England & Wales, Registration No. 8016568.

Registered Office: 9 Franklin Way, Spilsby, Lincolnshire PE23 5GG.

Head Office Correspondence Address: 9 Franklin Way, Spilsby, Lincolnshire PE23 5GG.

Information Commissioner's Office Registration as a data controller under the Data Protection (Charges and Information) Regulations 2018 Reference No. ZA502687.

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Our Mission

“To use our skills, knowledge, understanding, experience, and specialist expertise to align our clients’ lives and their financial plans.”

Our Values

We live by three important values:

1. To be the beacon for independent, objective, non-intermediating financial planning for individuals and their families.
2. To be the champion of non-intermediating financial planning delivered in the public interest.
3. To be the standard bearer for the emerging profession of non-intermediating financial planning.

Our Commitment

We believe that Treating Customers Fairly is about placing our clients’ best interests first and delivering a fair outcome to our clients whilst offering a first-class service. It is embedded in our culture, and our clients can be assured that we are proud to commit to the following four overriding principles:

1. We are open about the way we carry out our business and are remunerated.
2. We welcome customer feedback on a regular basis.
3. We encourage our staff to continue with their professional development.
4. Our business is about our clients, and we are always conscious of this.

We meet the following standards and continue to abide by such standards:

Fee-only:

We are compensated solely by the client with neither ourselves nor any related partyⁱ receiving compensation that is contingent on the purchase or sale of a financial product or investment (‘Products’). We do not receive commissions, rebates, awards, finder’s fees, bonuses, or other forms of compensation from others as a result of a client’s implementation of our plans.

Prohibition of certain ownership interests and employment relationships:

We, or a party related to us, do not own any interest in or are employed by a financial services industry firmⁱⁱ that receives commissions, rebates, awards, or any form of compensation that is contingent on the purchase or sale of a financial product.

Compliance with industry regulations:

We agree to comply with all statutes, rules, regulations, administrative and judicial rulings, and other authorities applicable to the provision of financial planning or advisory related services.

Prompt notification of certain disciplinary and legal events:

We have a continuing obligation to inform our clients, in a prompt manner and in writing, of significant disciplinary and legal events. These events include, but are not limited to, the following:

Any disciplinary inquiry or proceeding initiated by any civil or criminal authority or regulatory body, including any inquiry, or proceeding relating to the firm with which we are associated.

Any disciplinary inquiry or proceeding initiated by a credentialing or membership organisation or authority to which we are subject; and

Any bankruptcy, receivership, or other type of assignment or arrangement for the benefit or protection of our creditors or in relation to any entity in which we hold an interest of 5% or more.

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

- Clients can be confident that they are dealing with a firm where the fair treatment of clients is central to its culture.
- We will behave with responsibility and integrity in all aspects of our professional lives, we will always act in good faith and be courteous and honest.
- We conduct our professional activities with due skill, care, diligence, and competence.
- We consider the information needs of our clients, communicate in a way which is clear, fair, not misleading, understandable, effective, and constructive.
- We provide Services that solve problems and do not revolve around the sale or implementation of a financial product. We, or any party in which we have a financial interest, do not accept any referral fees or compensation contingent upon the purchase or sale of a financial product. We, or any party in which I have a financial interest, do not receive a fee or other compensation from another party based on the referral of a client or the client's business.
- We provide a fee-based service that deserves to be paid for by our client, regardless of whether our client chooses to implement a financial product or not.
- We convey information that is accurate and relevant, we keep clients informed before, during and after the purchase of Services.
- Where Services are provided, we take time to consider our client's situation, goals and aspirations and ensure that our Services are suitable, appropriate, and compliant with rules and regulations in relevant territories.
- We meet our client's expectation, providing them with a level of Service that is of an acceptable standard.
- We will ensure that our clients can make complaints without undue barriers.
- We safeguard client confidentiality, subject to conflicting regulatory and legal obligations. We observe proper standards of market conduct, comply with relevant rules and regulations, and observe standards of professional good practice.
- We are sensitive to, proactively disclose and fairly manage all conflicts of interest; between ourselves and our clients and between a customer and another client. We always put the interests of our clients before our own. We shall provide written disclosure to our clients prior to our engagement, and thereafter throughout the term of the engagement, of any

conflicts of interest, which will or reasonably may compromise our impartiality or independence.

- In summary, the profession of a NIFP requires practitioners to be open, honest, responsive, accountable, impartial, independent, and committed to acting competently, responsibly, reliably, and fairly, in all professional relationships.

Our Code of Ethics

Objectivity: We strive to be as unbiased as possible in providing our Services to our clients, and we practice on a fee-only basis.

Confidentiality: We shall keep all client data private unless authorisation is received from the client to share it, or we are required to share it to comply with relevant rules and regulations. We shall treat all documents with care and take care when disposing of them. Relations with clients shall be kept private.

Competence: We shall strive to maintain a high level of knowledge and ability. We shall undertake continuing education. We shall not provide advice in areas where we are not capable.

Fairness & Suitability: Dealings and recommendation with clients will always be in the client's best interests. We put our clients first.

Integrity & Honesty: We will endeavour to always take the high road and to be ever mindful of the potential for misunderstanding that can accrue in normal human interactions. We will be diligent to keep actions and reactions so far above-board that a thinking client or other professional would not doubt our intentions. In all actions, we are mindful that in addition to serving our clients, we are about the business of building a non-intermediating financial planning profession, and our actions reflect this.

Regulatory Compliance: We will strive to maintain conformity with legal regulations.

Full Disclosure: We shall fully describe our method of compensation and potential conflicts of interest to clients.

Professionalism: We shall always conduct ourselves in a professional way. This involves integrity, honest treatment of clients, and treating people with respect.

It's all part of our mission.

Non-intermediating Financial Planning

Why Choose Us?

Our clients want to change their lives for the better. This requires a plan. This plan combines a life plan and a non-intermediating financial plan. We call this a GAME Plan.

Our clients see a range of possibilities before them, they want some help in choosing the right scenario.

They want to see a theoretical model of the change before they make the practical change. We call this model a “what if” scenario. Our clients ask us to explore several “what if” scenarios so they can choose the right scenario that best suits them.

We show our clients the cause and effect of change. Our clients want to know what means they need to cause the change, and what effect the change will have on their means.

By means, we mean non-financial resources (physical, intellectual, emotional, spiritual) and financial resources.

When Not To Choose Us.

We are not for clients who are happy with their life as it is, and all they want is to talk about money.

If this is you, your needs are better served by talking to a financial coach, financial adviser, or financial intermediary.

If you want to talk about money connected with your GAME Plan, we can offer such a service.

If there is a particular financial product that you are aware of which is available directly from a product provider that you wish us to review and comment on, we are happy to do so. We may charge you a fee for providing general advice and financial education in relation to this product but would agree this with you at the time. For example, we would explain features such as the duration of the product, information on the right to cancel, or whether no right to cancel arises, and any other early termination rights and penalties covered in the relevant product disclosure information we would ask you to obtain and provide.

How?

We begin the GAME plan by setting goals for means. We establish where the client is currently, and where they ideally would like to be. We ascertain obstacles and produce a plan of action.

Using our experience and expertise, we construct a model and adjust it to create the various scenarios. We explore cause and effect. When an ideal scenario is chosen by our client, we coach our client on the preferred scenario’s execution.

The result is a GAME Plan.

What?

Our clients come to us when they are at a crossroads and want to choose a life path. They are not sure which one. They want a second opinion from an expert with experience in means planning. They want the best “what if” scenario. And they want coaching on its execution.

Examples of life paths are a life make over, career change, starting a business, improving work-life balance, retirement, creating a legacy.

We find that the optimum path is the path of purpose. That is, the route that improves your means the quickest and the most. It is the nexus of utilising what you are good at, what you love doing, what the world needs, and what you will get paid for. We help our clients identify their path of purpose.

We call the result, happiness navigation.

Who are we, and why are we different?

The Academy of Life Planning Limited ('The Academy') acts on behalf of a wide range of personal clients; we specialise in creating financial plans to support their life plans.

We are Non-intermediating Financial Planners ('NIFP'). That is, we are financial planners who do not intermediate between our clients and product providers. We are not financial intermediaries.

In non-intermediating financial planning, we will provide Services relevant to your needs and circumstances. Our Services will be based on a comprehensive and fair analysis of the market.

What makes us different is that we are:

- **Non-intermediating:** We sell plans not financial products or investments ('Products'). We serve our clients without muddling the financial planning relationship with retail financial intermediation. We place a wall between advice and Products and offer our Services so that our clients can be assured that we act independently of Product providers, we hold no agency with Product providers, and we always act in our clients' best interests.
- **Financial Planning:** We determine a person's financial needs or goals for the present and future, and the means to achieve them.
- **Fee only:** Our fee relates to the work we do and an estimate of the time it takes us to complete it. Our fees are not contingent on the sale of any Product. Our fees are not calculated as a percentage of the value of your Product(s).

A NIFP is a highly trained professional, operating to high standards and who is committed to working in the best interests of their clients.

Who we are not?

We do not sell any financial service products, such as funds, pensions, or bonds. We do not undertake 'financial service activities' as defined by the Financial Conduct Authority. We do not offer or carry out 'regulated activities' (activities specified by the Regulated Activities Order 2001), we are therefore not registered with or regulated by the Financial Conduct Authority. We do not provide financial services, investments, or consumer credit. We do not offer loans, car financing deals or consumer credit. We are not a bank, credit union, insurance firm, consumer credit firm, investment firm, benchmark administrator, payment service or e-money firm, or an 'automated' advice and guidance model provider.

No personalised advice or recommendations are given in relation to the buying or selling of specific investments. Without exception, we do not arrange or bring about deals, make arrangements with a view to transaction, or cause dematerialised instructions relating to any investment business. Neither do we advise borrowers about liquidation of debt.

We are committed to providing independent Services, that is we are not a product provider and we do not hold agency agreements with any product providers.

Our Process

We aim to provide all our clients with The GAME Plan.

The GAME Plan is the optimum strategy, or “What if” scenario, to provide your best life within your means.

This is achieved by having a full understanding of you, your goals, your means, and your identified needs. This enables us to provide various scenarios for your best life within your means for you to make an informed decision.

We follow The GAME Plan advice process of the Academy. The process aims to set:

Goals: Discover and clarify meaningful life goals for you and your family.

Actions: Set an action plan to overcome obstacles to your goals.

Means: Design the non-financial and financial architecture for you to achieve your goals.

Execution: Coach you through action to implement your solution.

Any Services that we offer to you will be documented in the GAME Plan report and will only be given after we have assessed your life goals, life needs, financial goals, and financial needs. We will also take into consideration any restrictions that you wish to place on the types of Products you would be willing to consider.

We provide general advice and financial education on risk assessment for you to draw your own conclusions on your attitude and appetite for risk. We provide information on types of generic Products. We do not provide recommendations on specific products or providers. That’s your decision.

With very few exceptions, we will confirm to you in writing, in The GAME Plan report, the basis of our reason for designing the non-financial and financial architecture to support the preferred life goals of you and your family. Your stated objectives will be reiterated in the report, which we will issue to you following our planning, along with details of any special risks associated with the strategy.

We will issue any documentation and any other communication to you in English (unless agreed otherwise).

At outset, we will offer you a choice of one of these services as appropriate:

1. Initial Consultation: On-line via video-link taster session.
2. Full Financial Plan: We offer the GAME Plan over six or more two-hour sessions to deliver fast, high-quality results.
3. Ongoing Service: Quarterly meetings, our HapNav personal wealth application, and unlimited access to our highly skilled team of professionals.

4. Ad hoc service: One off piece of work with a price calculated from our hourly rate and the length of time we expect it will take for us to complete the work.

Please note that any GAME plan we have arranged for you will only be kept under review as part of an agreed Ongoing Service, agreed with you and confirmed in the Service Level & Fee Agreement document (Terms of business & client agreement – Part II).

Where you elect for the any of the Services above we may contact you in the future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular Service which we feel may be of interest to you.

Our reputation is important to us; therefore, client satisfaction is vital and Treating Customers Fairly is implicit in our dealings.

Client Responsibility

It is important that you provide us with the information that we request for us to provide the Services you want. We therefore ask that clients do not unreasonably withhold relevant information. Please note that any Services we provide to you will be based on the information you provide to us.

We will 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 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.

We will request information from you on your identity, contact details, and address to ensure that the information we hold is up to date.

Anti-money Laundering

As we do not conduct 'financial services activities', you will be pleased to know that we therefore do not require verified proof of your identity or address using documents or identity verification systems under Anti Money Laundering legislation.

Client Money

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

Complaints Procedure

If you are dissatisfied with our services, 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:

Write to The Chief Executive, The Academy of Life Planning Limited, 9 Franklin Way, Spilsby, Lincolnshire PE23 5GG.

By phone:

Telephone 07850 102070

By email:

Email info@aolp.co

As we do not conduct 'financial service activities' you are therefore not entitled to refer a complaint about us to, for example, the Financial Ombudsman Service for consideration, and we are not covered by the Financial Services Compensation Scheme.

Please be assured we treat complaints very seriously.

Conflict of Interest

We will exercise our best efforts always to act in good faith and in the best interests of our clients. We shall provide written disclosure to our clients prior to our engagement, and thereafter throughout the term of the engagement, of any conflicts of interest, which will or reasonably may compromise our impartiality or independence. We, or any party in which we have a financial interest, do not receive any compensation or other remuneration that is contingent on our client's purchase or sale of a financial product. We do not receive a fee or other compensation from another party based on the referral of our client or the client's business.

Best Execution

We do not execute or transmit orders on your behalf to third parties. We do not obtain your authority to act on your behalf with third parties.

Risk Warnings

We do not recommend investments. We do not give specific advice about specific investments. We provide generic advice and financial education on specific investments and investment markets.

Please be aware that the value of investments can fall as well as rise, and that you may not get back the full amount invested.

The price of investments may depend on fluctuations in the financial markets, or other economic factors, which are outside our control.

Past performance is not a reliable indicator of future results.

Specific warnings relevant to the investments, or investment strategies, we provide generic advice or financial education on will be confirmed to you in writing.

Under the terms of this agreement, we may, if appropriate, provide information to you on investments that are not readily realisable. For example, we may talk about property ownership, business assets, or physical assets. 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 not be possible to deal in the investment or obtain reliable information about its value.

We may also, on occasion, provide information on other financial products which are not regulated by the Financial Conduct Authority under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products.

Neither the Academy nor its employees are qualified to render legal or accounting advice or 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 discussions with us.

Disclosure of charges

All charges will be fully disclosed to you. The precise charges relating to any work will be confirmed to you in writing before we undertake any work for you. There will be no additional cost to you.

Please refer to our Service Level & Fee Agreement document (Terms of business & client agreement – Part II) for details of charges.

Initial Consultation

There is a charge for our Initial Consultation. Following our Initial Consultation, should you decide to proceed, there is a further cost for additional services.

We offer a variety of methods by which we can be paid so that you can select the method that best suits your needs. We will discuss your payment options with you and answer any questions you may have.

We will not charge you until you we have agreed with you how we are to be paid. We will also tell you if you must pay VAT and if there are other costs that might arise in connection with the services, we provide to you.

The GAME Plan

The GAME Plan is another initial service for which you will be charged.

We will always tell you exactly how much you will pay before you agree to proceed with our services. The agreed fee may be paid by invoice. Your payment options include:

A set fee for a piece of work based on our hourly rate and an estimate of the minimum length of time we think the task will take. If we exceed the estimated time taken, we do so at our own expense,

or

An hourly rate.

We operate on a fee-only basis. This means that charges are not contingent on Product transactions. Charges are applied even if you choose not to invest in a Product. Charges are not calculated as a percentage of your investment. Charges cannot be deducted from the financial products you invest in.

We will not receive commission from Investment, Pension, Protection or General Insurance companies as we will not arrange any products with them. Arranging products is down to you. We simply sell plans, not Products.

We will discuss your payment options with you and agree with you how we will be paid. You can pay our charges by cheque, bank transfer, PayPal, card, or cash.

Our charges are payable in full in advance.

You can purchase our services online in our Shop by visiting www.academyoflifeplanning.com or you can ask us to raise an invoice. We can raise an invoice and payment should be settled within 28 business days. You will be provided with a receipt upon payment. Works will commence once the payment has been cleared.

We can offer you an Ongoing Service for an ongoing fee, designed to provide periodic reviews to ensure that recommended plans remain relevant to your goals and circumstances. The ongoing service can be cancelled at any time by serving us 30-days' notice of cancellation.

Our charges relating to services are disclosed in the Service Level & Fee Agreement (Terms of business & client agreement – Part II).

Data Protection

Your personal information is very important to us. We will endeavour to take all due care to protect this information. We would like to highlight below a few matters relating to your information that you should be aware of.

Some services are provided to the Academy by third parties such as the customer relationship management system or the processing of the lifetime cash flow models, which warrant the disclosure of more than just your basic contact details. You agree that personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to any such third parties. You also agree that this information may be transferred electronically, e.g., by e-mail and you agree that we, or any such third party, may contact you in the future by any means of communication which we consider appropriate at the time.

Any such third party may operate from centres in countries outside the UK (such as India and the USA) that do not always have the same standard of data protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act 1998 even when your personal information is processed outside the UK.

Academy of Life Planning

Service level and fee agreement

Terms of Business & Client Agreement – Part II.

This document sets out the service and remuneration package that best suits your needs. We will discuss this with you so that you fully understand what is offered and how it will benefit you. Should you have any questions regarding any elements of this document please do not hesitate to ask us about it.

THIS AGREEMENT is made the _____ (This Date).

BETWEEN:

The Academy of Life Planning Limited ('The Academy'), whose registered office is 9 Franklin Way, Spilsby, Lincolnshire PE23 5GG:

AND

(Clients), whose address for correspondence is:

This should be read in conjunction with the document entitled 'How our service works for you' (Terms of business & client agreement – Part I).

Obligations

We will require you to provide up to date and accurate information of your personal circumstances and financial planning objectives.

We will then report to you in writing clearly documenting our recommended course of action, in The GAME Plan or other relevant documentation. Our plan will be made based on written information provided by you and will consider the objectives stated by you.

All the information given to us, and the advice and plans provided by us to you, will be kept confidential and will not be disclosed to anyone, except as we agree in writing, or to whom we have a regulatory obligation. You may, however request that a copy of your details may be made available to your Accountant or Solicitor.

When you receive your written report, it will be your decision alone to implement the plan. In order that there be no future misunderstanding, it is our non-intermediating financial planning services that you will pay a fee for under this arrangement.

Service Levels

Prices valid until 31st December 2021. Please indicate preference:

Service	Details	Tick to confirm	Fee
Initial Consultation	One-hour discovery meeting		£49
The GAME Plan			
<i>Per Household</i>	SIX Sessions, 12-hours of video conferencing. Detailed Report.		£2,950
Ongoing Service	Ongoing support package (optional)		£49 per month
			Or £495 pa
Consultation	Hourly		£99 per hour

Details of what's included in each service level:

Initial Consultation

On-line via video-link taster session.

The GAME Plan

The fee includes:

- Initial virtual meeting and completion of HapNav the Happiness Navigator (see document titled 'HAPNAV Software End User License Agreement and Terms of Service'), looking at current assets and liabilities, and incomes and expenditures, as well as expected changes in the future. The fee includes a three-month User subscription to HapNav.
- Discuss what your aims and plans are for the future.
- Provide education about Investments, Investment Risk, Capacity for Loss, Pensions, Protection, General Insurance, and other self-implemented Products.
- Conduct a detailed analysis of your existing finances.

- Create a cashflow scenario report of your current situation – this will determine whether you have enough money to achieve your objectives.
- Create a second cashflow scenario report - which involves putting in place various options to determine whether you have enough money to achieve new objectives.
- Applying a Stress Test. This will look at investment volatility and determine whether you'd have a problem in the event of a market downturn.
- We will complete the GAME Plan and assist with its execution through personal coaching.
- Six 120-minute video conferencing sessions, real-time messaging and content sharing typically held over three months.
- Unlimited availability to get in touch with us if problems arise.

Ongoing Service (Optional)

We recognise that non-intermediating financial planning is an ongoing activity. You may choose to have virtual review meetings, require an ongoing support service or perhaps you need to add new scenarios to your GAME Plan or update HapNav as time goes by. Our Ongoing Service includes:

- Quartely meetings via video call
- Access to Webinars
- Unlimited availability to get in touch with us if problems arise
- Access 24/7 to HapNav, our personal wealth app, for tracking progress with User subscriptions paid for by the Academy for the duration.
- Strategic updates to your accountant or other professional advisers.

Should you have an ad hoc query. All telephone calls, correspondence and emails replied to or, when more involved, acknowledged within 48 hours. As a valued client, you have unrestricted e-mail access with a financial planner, all e-mails will be replied to within four hours during our working week (9am-5pm, Monday-Friday, UK).

Any additional future work carried out will be charged to you as and when the work is requested, in line with our applicable charges at that time. We will always tell you exactly how much you will pay before you agree to proceed with our services.

We will contact you proactively should we believe we have good reason to do so, for example we believe that the existing plan has become unsuitable.

Termination of the Agreement

This agreement may be terminated at any time, by any party giving notice in writing. You will remain liable for any fees already incurred. You will also remain liable for any fees which have already been invoiced for work undertaken or costs incurred. This agreement will automatically cease when the agreed service has been provided.

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

Your Consent & Confirmation

This is our standard terms of business (Part I) and standard fee agreement (Part II) upon which we intend to rely. For your own benefit and protection, you should read these carefully before signing them. Please sign two copies of this document and return one copy to us. If you do not understand any point please ask for further information.

I authorise the transfer of information, on a confidential basis when warranted between any such third parties. I acknowledge that this agreement will come into effect from the date of issue.

I also confirm that I am happy to give the Academy my express consent to contact me by telephone or e-mail to discuss advising or planning on my finances in future.

Client Name(s):		
Client Signature(s):		
Date of Issue:		
Date Signed:		

I agree that the client agreement will come into effect from the date of issue. IN WITNESS whereof the parties have evidenced their agreement to all parts of this Agreement by executing it under hand the day and year before written.

Signed for and on behalf of the Academy of Life Planning Limited, by Stephen James Conley

The Academy of Life Planning Limited, 9 Franklin Way, Spilsby, Lincolnshire PE23 5GG.

ⁱ "Related party" means a business colleague or family member with whom we share income or economic benefits. A related party may include, but is not limited to, a business partner or an officer or Director of our business, or a spouse, parent, dependent minor child, an adult child still residing in the home, or other dependent.

ⁱⁱ "Financial services industry firm" includes any entity or individual that offers any type of financial service, e.g., securities broker or dealer, investment adviser, asset manager, investment company, banking institution, savings institution, trust company, mortgage bank, credit union, savings and loan association, insurance broker or dealer or agent, real estate broker or agent, commodities broker or dealer or agent.