



# Terms of Business

## Steadman Hawkes Ltd

Scotland House  
12 Comberton Hill  
Kidderminster  
Worcestershire  
DY10 1QG

Steadman Hawkes Ltd is an Appointed Representative of Quilter Financial Services Ltd who are authorised and regulated in the UK by the Financial Conduct Authority (FCA) and are registered on the FCA Register with Firm Reference Number: 440703.

Steadman Hawkes Ltd is also registered on the FCA Register with Firm Reference Number: 1004137

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- This document sets out the terms of business between our firm (as an Appointed Representative) and its clients
  - These 'Terms of Business' apply until further notice and must be read in conjunction with the 'Guide To Our Services and/or Guide To Our Mortgage and Protection Services'. In case of any ambiguity between the documents, this 'Terms of Business' will take precedence
  - Either we or you can end these terms at any time, without penalty and this will not affect any outstanding transactions being carried out on your behalf



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## Confirmation Of My Advice Areas

Insurance	
✓	I will advise and make a recommendation for you after I have assessed your needs for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance as an insurance intermediary.
Mortgages	
✓	I will advise and make a recommendation for you after I have assessed your needs.
Lifetime Mortgage & Home Reversion Plans	
✓	I will advise and make a recommendation for you on lifetime mortgages and home reversion schemes after I have assessed your needs.
Investments	
✓	Advice – I will advise and make a recommendation for you after I have assessed your needs.

## Confirmation Of Whose Products I Offer

Insurance	
✓	We offer products from the whole of the market based on a fair and personal analysis of the market for Private Medical Insurance.
✓	We offer products from a range of insurers based on a fair and personal analysis of the market for Life, Critical Illness, Income Protection and Whole of Life Insurance products from a panel of leading insurers. Ask us for a list of insurers we offer insurance from.
✓	We offer General insurance products from Paymentsshield*. *If Paymentsshield cannot insure you for Buildings and Contents, we may use a range of other providers.
Mortgages	
✓	<p><b>Residential</b></p> <p>We offer a mortgage review service that is representative of the whole of the market, but not deals that you can only obtain by going direct to a lender.</p> <p>We do not provide advice on 2nd charge mortgages or bridging loans. Where clients have a need for these types of loan, we will refer you to a specialist broker.</p>
✓	<p><b>Business Buy-To-Let; Consumer Buy-To-let</b></p> <p>We offer a mortgage review service that is representative of the whole of the market, but not deals that you can only obtain by going direct to a lender.</p> <p>We do not provide advice on 2nd charge mortgages or bridging loans. Where clients have a need for these types of loan, we will refer you to a specialist broker.</p>
Lifetime Mortgage and Home Reversion Schemes	
✓	I offer lifetime mortgages and home reversion plans from the whole market.
Investments	
✓	Restricted advice – My recommendation will be limited to suitable investment and pension products from a panel of leading investment companies. I will be happy to provide you with a list of the companies on the panel at your request.

## What You Will Pay For My Services

Insurance	
✓	No fee for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance. We will be paid by commission from the company, that has already been included in the premium.
You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.	
Mortgages	
✓	<p><b>For residential mortgages:</b></p> <p>Fees vary according to individual circumstances and we will agree our fees with you before we undertake any chargeable work. This fee is for advice, research, recommendation, implementation (e.g. application, administration of arranging the loan) and progression of your transaction through to completion. We will also be paid by commission from the lender.</p> <p>We typically charge £695. Our maximum fee is £995 and our minimum fee is £395. Our fee is payable on completion.</p> <p>Our typical fee is chargeable for most standard/mainstream residential mortgage transactions. However; we reserve the right to charge up to our maximum fee for more specialist and complex applications, for example (but not limited to) complex Debt Consolidation, Credit Impairment or Self-Build cases. For applications requiring less administration and involvement in progressing the transaction to completion, such as simplified Product Transfer cases, we may reduce our charge to the minimum fee noted, at our discretion, and we reserve the right to do so.</p> <p><b>Should you wish you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.</b></p> <p><b>NB- The amount of commission will vary depending on individual circumstances, the lender and product. The exact amount of the commission will be explained to you before you apply for a loan.</b></p>
✓	<p><b>For Business Buy To Let &amp; Consumer Buy To Let mortgages:</b></p> <p>Fees vary according to individual circumstances and we will agree our fees with you before we undertake any chargeable work. This fee is for advice, research, recommendation, implementation (e.g. application, administration of arranging the loan) and progression of your transaction through to completion. We will also be paid by commission from the lender.</p> <p>We typically charge £695. Our maximum fee is £995 and our minimum fee is £395. Our fee is payable on completion.</p> <p>Our typical fee is chargeable for most standard/mainstream Business Buy To Let or Consumer Buy To Let mortgage transactions. However; we reserve the right to charge up to our maximum fee for more specialist and complex applications, for example (but not limited to) complex Portfolio, Limited Company, or Credit Impairment cases. For applications requiring less administration and involvement in progressing the transaction to completion, such as simplified Product Transfer cases, we may reduce our charge to the minimum fee noted, at our discretion, and we reserve the right to do so.</p> <p><b>Should you wish you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.</b></p> <p><b>NB- The amount of commission will vary depending on individual circumstances, the lender and product. The exact amount of the commission will be explained to you before you apply for a loan.</b></p>

✓	<p>If you ask us to refer you to a specialist broker for 2nd charge lending, we will receive a payment from the broker if they arrange a loan for you. The amount of the payment will vary according to circumstances but will typically be 4.00% of the loan amount subject to a minimum of £500.00 and a maximum of £2,000.00 (e.g. £2,000 is 4% on a loan of £50,000).</p>
<p>You will receive a mortgage illustration when considering a particular mortgage, which will tell you about any fees relating to it.</p>	
<b>Lifetime Mortgage and Home Reversion Schemes</b>	
✓	<p><b>For Lifetime Mortgage &amp; Home Reversion Schemes:</b></p> <p>We charge a fee of £995. This fee is for advice, research, recommendation, implementation (e.g. application, administration of arranging the loan) and progression of your transaction through to completion. We will also be paid by commission from the lender.</p> <p>Our fee is payable on completion.</p> <p><b>Should you wish you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.</b></p> <p><b>NB- The amount of commission will vary depending on individual circumstances, the lender and product. The exact amount of the commission will be explained to you before you apply for a loan.</b></p>
<b>Message from the Financial Conduct Authority</b>	
<p>Think carefully about this information before deciding whether you want to go ahead. If you are at all unsure about which equity release product is right for you, you should ask your adviser to make a recommendation.</p>	

### Refund of Mortgage Fees

If we charge you a fee, and your mortgage does not go ahead, you will receive:

✓	No refund.
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## Minimum Fees & VAT

**The fees outlined above are NOT subject to VAT.**

Any variation to this amount will be confirmed in writing to you before proceeding further. This may be for example for larger or more complex loans, or where your personal situation is more complex regarding income sources, taxation, residence, and credit rating.

## Investments

✓	Standard fees – where you wish to take advantage of our full advice process, or our ongoing service options. These are shown by way of implementation and ongoing service fees, and it is likely that no VAT is due on these fees.
✓	Ad hoc fees – where you do not wish to subscribe to an ongoing service, or where you want specific advice or project work. It is likely that VAT may be due on these fees.

## Investment Fees – Standard

As your adviser, I will be paid by you for the advice I give you both initially and on an ongoing basis.

You will not incur any fees until we have agreed what they will be.

The section below sets out the fees for the initial advice I offer. Once I have a better understanding of your situation, I will go through the fee structure and be able to give you the actual fee amount that will apply to you.

We will act as the intermediary between the product provider(s) and you with a view to arranging the purchase of the Retail Investment Products as we have agreed.

Unless otherwise explained the fees below will cover a full advice process: understanding your current situation, objectives, attitude to risk, research to identify suitable solutions, documenting our recommendations and implementing the agreed solutions.

Fees for the design, production and implementation of a financial strategy are calculated as follows:

### Initial Fees:

#### Percentage of amount invested

##### In Respect of Lump Sum Investments and Single Premium Pensions

The fee is calculated according to the size of the transaction, as set out below. When our work involves investing a lump sum of money, our fees are:

2.5% on first £150,000  
 1.5% on the next £100,000 and  
 0.75% on any balance

Our typical charge for an investment of £100,000 would be £2,500, which is 2.5% of sum invested.

Our typical charge for an investment of £250,000 would be £4,000, which is 1.6% of sum invested.

All investments, no matter how small, require a certain amount of work. Therefore, the fee will typically be higher, as a percentage of the amount invested, for smaller investments than larger ones.

Please see below for information on charges that apply for more complex investment advice.

**The fees outlined above are raised when the investment is made, and it is likely that no VAT is due on these fees.**



### Charges for More Complex Investment Advice

Some areas of advice are more complex and, therefore, are more time intensive. On these occasions, we charge an additional fee on the amount invested.

For Pension Transfers and Investment Replacements, an additional fee of 0.5% applies on the full amount invested, as follows:

3% on first £150,000  
2% on the next £100,000 and  
1.25% on any balance

Our typical charge for an investment of £100,000 would be £3,000, which is 3.0% of sum invested.

Our typical charge for an investment of £250,000 would be £6,500, which is 2.60% of sum invested.

All investments, no matter how small, require a certain amount of work. Therefore, the fee will typically be higher, as a percentage of the amount invested, for smaller investments than larger ones.

### Should you invest through regular contributions, our range of fees taken over the first 12 months are:

50% of the first £250 of monthly contributions  
30% of the next £500 of monthly contributions, and  
10% over £750 per month

Our typical fee is 50% of the first year's contributions.

For a regular contribution of £150 per month this would equate to £900 ( $12 \times £150 \times 0.5$ )

For contributions above £250 per month our typical charge is 30%

For a regular contribution of £300 per month this would equate to £1,680 ( $12 \times £250 \times 0.5$  plus  $12 \times £50 \times 0.3$ )

**The fees outlined above are raised when the investment is made, and it is likely that no VAT is due on these fees.**

## Changing Your Mind, Minimum Fees & VAT

Any variation to our fees will be confirmed in writing to you before proceeding further. This may be for example for larger or more complex loans, or where your personal situation is more complex regarding income sources, taxation, residence, and credit rating. If you ask us to stop work after agreeing to these fees you will be invoiced a proportion of the agreed fee depending on when you ask us to stop working:

- After agreeing the fees, but before we do any work = 0% of agreed fees
- After we have started researching your current arrangements and/or solutions, but before designing a solution = 25% of agreed fees
- After we have started designing a solution, but before we present our recommendation = 50% of agreed fees
- After we have presented our recommendation, but before we start implementation = 75% of agreed fees
- After starting the implementation process = 100% of agreed fees

**If detailed recommendations with illustrations have not been provided and discussed with you at this point, it is likely that VAT is due on these fees.**

## Ongoing Services & Fees

Set out below are the detailed elements for the indicative levels of ongoing service that we deliver to our clients. You can if you wish to, add or enhance levels of service with your adviser if you feel appropriate. Our fees for these services can be seen below:

<b>LEVEL 1</b>	Where clients' portfolios grow in terms of value, and potentially complexity, these need to be managed and reviewed appropriately. Building on our annual review services, this offering has more frequent reviews and opportunities to ensure clients are kept informed of performance, and plans maintained in line with clients' circumstances and objectives. This may well include consultations with other specialist advisers, opportunities to ensure clients are kept informed of performance, and plans maintained in line with client's circumstances and objectives.
<b>LEVEL 2</b>	A comprehensive service aimed at initial analysis, recommendation, and implementation in line with a client's immediate needs. With ongoing review and recommendation, this is a service to adapt to a client's changing needs and circumstances.
<b>LEVEL 3</b>	A straightforward advice service typically centred on immediate client issues and needs that require initial analysis and recommendations. With ongoing review delivered remotely and via advisory updates, this still brings client awareness and peace of mind.

At a review, we will cover:

- Assessment of personal circumstances
- Review of your goals & objectives
- Reassessment of your attitude to investment risk/return & market sectors (asset allocation)
- Review of investment performance & holdings
- Valuations & investment commentary
- Where appropriate, recommendations in order to keep your new and/or existing\* plans in line with your objectives

\*Advice on new investments/savings will be subject to our 'initial fees' as shown under our 'Investment Fees - Standard' section earlier.

Service will include recommending changes to existing investments to help meet your goals at an acceptable level of investment risk, providing fund analysis and valuations and a wide range of associated ad hoc services.

All service levels include a review, it is simply the style and frequency that alters as shown in the table below:

ONGOING SERVICE OFFERING	LEVEL 1	LEVEL 2	LEVEL 3
Keeping you informed with pertinent and relevant information	✓	✓	✓
Annual assessment of ongoing suitability	✓	✓	✓
Annual valuation of plans invested via ourselves	✓	✓	✓
Telephone and Email access to your Adviser	✓	✓	✓
Access to our Client Portal system	✓	✓	✓
Quarterly Newsletter & Economic Updates	✓	✓	
Tailored Cashflow Analysis Report (Updated Annually)	✓	✓	
Liaising with your other professional advisers i.e. legal, accountancy without extra charge	✓		
Bi-Annual Face-to-Face/Digital Review Meeting	✓		
Annual Face-to-Face/Digital Review Meeting		✓	
Annual Digital/Telephone Review Meeting			✓
<b>Applies to Investment values of:</b>	<b>Over £500,000</b>	<b>£150,001 to £500,000</b>	<b>Up to £150,000</b>
Minimum fee for each level of service:	£4,125	£1,500	£500

Our ongoing advice charge is based on the value of your portfolio, and based on the following tiered system:

Total Portfolio Value	Ongoing Service Charge
On the first £150,000	1%
On the next £350,000 (between £150,001 to £500,000)	0.75%
Over £500,000	0.5%

Please note that as the fee is based on the investment value, the actual amount we receive will increase (or decrease) in proportion to any increase (or decrease) in the value of your portfolio.

## Examples of Ongoing Fees

If we look after your portfolio of assets valued at £150,000, our fee is 1%. Therefore, the annual payment to us will be £1,500 and you will benefit from a **level 3** service.

If we look after your portfolio of assets valued at £450,000, our fee is 0.83%. Therefore, the annual payment to us will be £3,750 and you will benefit from a **level 2** service.

If we look after your portfolio of assets valued at £750,000, our fee is 0.71%. Therefore, the annual payment to us will be £5,375 and you will benefit from a **level 1** service.

**The elements that make up your ongoing servicing package are subject to alteration; I will notify you in advance and in writing if any of these aspects change.**

## Portfolios below £50,000

At the start of your financial journey some portfolios may not meet our minimum portfolio size to receive an ongoing service, as detailed in the above section. On these occasions, we may offer a telephone call to provide you with a progress update in relation to your portfolios. You will still be able to contact us with any questions that you have.

### Impact of Fees

When you make an investment there will be costs involved which will impact on your investment returns. These costs will typically comprise of the platform charge, the fund managers charge and our advice fee. As a typical example these charges may amount to 2.5% a year, so your investment return will be reduced by this amount each year. Your personalised illustration will clearly show the actual costs that will apply to your investment.

## Investment Fees – Ad Hoc / Where No Ongoing Service In Place

If you do not wish to subscribe to an ongoing service, we provide many services on an ‘ad-hoc’ basis. Should you require any services as noted below, or bespoke work to be carried out, we will be able to tailor a specific service.

An additional fee may be required, typically calculated in accordance with our hourly rates, as shown at the bottom of the table below.

Prior to any work being agreed and carried out we will give an indication of the approximate amount of time that these tasks might take. These additional fees might be paid by single payment (e.g. by cheque), charged from your investment plan(s) or via regular monthly retainer payments (e.g. standing order).

Fees will depend on individual circumstances, but are typically:

Task / Service	Fee
Face to face meeting to review your financial planning, confirm your existing provisions, and identify areas of need and/or concern	£750
Face to face meeting to review your financial planning, confirm your existing provisions, and identify areas of need and/or concern	£750
Additional research fee per existing pension scheme	£250
Advice on withdrawing money from your retirement funds	£500
Regulatory & taxation updates	£49 p.a.
Annual valuation	£150
Annual risk profile questionnaire	£250
Annual telephone advisory update	£400
Additional reviews per session	£400
Quarterly E-Newsletter facility	£30 p.a.
Pure time related rate work per hour	£250
Implementation fees	£500 per plan
Cash Flow Modelling	£375

Where any of the above services are included in an ongoing service option, you will not be charged separately for these services.

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## Examples of Ad Hoc Fees

e.g. A client wishes to invest £100,000 and does not wish to be part of our ongoing advice services. The fees from the table that would typically apply are:

**Face-to-face meeting** to review your financial planning, confirm your existing provisions, and identify areas of need and/or concern = £750

plus

**Advice and recommendation** to address an agreed area of need/concern (e.g. retirement planning, estate planning, investment solution) = £750

plus

Implementation Fees that will also apply, at £500 per plan (example assumes 2 plans are set up) = £1,000

Total fee = £750 + £750 + £1,000 = £2,500

**Please note that these services on their own are likely to attract Valued Added Tax (VAT), in accordance with current HMRC (HM Revenue and Customs) guidelines.**

**Where any of the above services are included in an ongoing service option, you will not be charged separately for these services.**

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## Mortgage & Protection Ongoing Services & Fees

Set out below are the details for the ongoing service that we deliver to our clients. You can if you wish to, add or enhance levels of service with your adviser if you feel appropriate (usually for an agreed fee).

There is no fee for the following level of service, as we will have been paid commission from the mortgage lender or insurance provider at inception of your mortgage or protection plans.

1. **Communication** - In order to provide you with a high-quality service we may want to contact you regarding items we consider are of interest to you, or to make you aware of new opportunities. If this happens, we would like to contact you
2. **Protection** - It is important to ensure your current protection plans and provisions remain in line with your requirements, which may change over time.
3. **Mortgages** - If we do not review your borrowing, you may end up paying more than you need to for your loans. We aim to contact you before any special terms of your mortgage expire. We encourage you to contact us should your financial circumstances change in the meantime.

We will make reasonable endeavors to contact you. Please be aware that should we not be able to review your mortgage before the end of any special term, this may result in you paying considerably more for your loan.

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## Other Important Information We Feel You Ought To Know

### The Permitted Scope of Our Advice

We have set out above the general permitted business of Quilter Financial Services Ltd, by the FCA.

However, we are only able to offer advice from certain leading investment, insurance and mortgage companies. By restricting the permitted business to a selected panel of product providers and to a carefully chosen range of their products Quilter Financial Planning Solutions ensure that we are able to meet the needs of our clients and deliver the high standards they expect and deserve.

We provide a list of the companies on our panel on request.

Examples of products and services which we are prohibited from recommending include the following:

- Any overseas service or product (for example QROPS and QNUPS but excluding Offshore bonds designed for UK resident clients); and
- Non-Mainstream Pooled Investments (NMPs), such as Unregulated Collective Investments Schemes (UCIS).

In the event that you wish to consider a product or service which is not included in the Quilter Financial Planning authorised list, and which is outside of the offering of any other Quilter group company, we may be able to introduce you to a third party who might be able to provide you with further information and/or advice on a particular product or service. Please note though that in such circumstances, any such introduction and any information and/or advice on the product and service provided by that third party will be separate and distinct to those offered by any Quilter company. As such, Quilter does not accept any responsibility for any such introduction or for information and/or advice provided by any third party.

Please do not hesitate to call us should you have any queries or concerns: 01562 752370

### Complaints - If You Are Not Happy With Our Service

If you are not happy with our service or have a complaint about your Adviser or any financial advice you have received from your Adviser, please contact us:

In writing:  
Quilter Financial Planning Complaints Department  
Sunderland  
SR43 4JR

Email: [QFPcomplaints@quilter.com](mailto:QFPcomplaints@quilter.com)  
Tel: 0191 241 0700

We will be happy to provide you with a summary of the internal procedures for handling complaints, this is available without charge upon request or will be provided to you when we acknowledge your complaint.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. The Financial Ombudsman Service can be contacted as follows:

The Financial Ombudsman Service, Exchange Tower. London E14 9SR  
Telephone: 0300 1239123 or 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You should note that if your product is not regulated by the FCA (for example, a Buy-to-Let Mortgage), you will NOT be entitled to refer the complaint to the Financial Ombudsman Service.

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This is the current process. Should it change we will notify you the next time we meet by issuing you with an updated version of this document. If, however, you want to have the updated version sooner you can request them at any time, and I will provide you with the updated process.

**Our Contact Details – Steadman Hawkes Ltd**

You may communicate with us at any time using the following contact details:

Scotland House  
12 Comberton Hill  
Kidderminster  
Worcestershire  
DY10 1QG

Email: [james@steadmanhawkes.co.uk](mailto:james@steadmanhawkes.co.uk)

Tel: 01562 752370

**Our Regulator - The Financial Conduct Authority**

Steadman Hawkes Ltd (FCA register number is 1004137) is an appointed representative of Quilter Financial Services Limited (FCA Register number is 440703) of Senator House, 85 Queen Victoria Street, London, EC4V 4AB which is authorised and regulated by the Financial Conduct Authority.

The permitted business of Quilter Financial Services Ltd, is advising on and arranging the following: pensions, investments, mortgages, life assurance and general insurance.

You can check this on the FCA's Register by visiting the FCA's website at <https://register.fca.org.uk/s/> or by contacting the FCA on 0300 500 8082 or 0800 111 6768. The FCA address is: 12 Endeavour Square, London. E20 1JN

**Unregulated Mortgages**

It is important to point out that not all mortgage loans and services are regulated by the Financial Conduct Authority. Some of the advice and services we provide may relate to loans which are either unregulated or have limited consumer protection.

We will confirm to you if any product we are recommending is not regulated by the FCA.

You should note that if we are arranging a "Buy-to-Let" mortgage for you, it is very important to understand that very few Buy-to-Let mortgages are regulated by the Financial Conduct Authority (FCA).

We will confirm to you if any product we are recommending is a Business Loan; a Business Buy-to-Let; or a Consumer Buy-to-let loan.

**Client Categorisation Levels For Your Protection**

The FCA has rules which affect the rights you have as a client. In our dealings with you we will be representing you as the client.

By default, we categorise all of our individual clients as 'retail' clients. The range of financial products and investments we recommend are tailored to meet the needs of retail clients. As a retail client, you will have rights under the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS). These rights will apply to the provision of the advice we provide.

In most cases these rights will also apply to the products we recommend. However, there are some exemptions for specialist products such as Enterprise Investment Schemes and Venture Capital Trusts. Your adviser will let you know if the product recommended will not have rights under the FOS or FSCS.

There are other client categorisations that don't have these rights. These are "professional" clients and "eligible counterparties".



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You may have the right to be categorised as a professional client and revoke your retail client status on request. Should you feel you have the skills, knowledge and experience to be a professional client and don't wish to have the same protection afforded to retail clients (as explained above), please let me know and we will complete the forms necessary to re-categorise you.

If you have any questions regarding your categorisation (e.g. if you are a large company), please write to Quilter Financial Planning Ltd Compliance Department, Sunderland, SR43 4JR or using the contact details above.

### **Client Money Peace Of Mind**

We do not handle Client Money. We never handle cash and will only accept a cheque made out to us in settlement of Advice and Service Charges. Our preferred method of payment is via bank transfer.

### **Your Duty of Disclosure**

Any financial advice we provide will be based on your personal financial circumstances and objectives. It is important that the information you give us is both accurate and a true reflection of your current circumstances. It is your responsibility to provide complete and accurate information to a provider (a provider being for example, an organisation that provides insurance, mortgage, or investment related plans).

It is important that all statements made on any proposal form, or on any additional documentation are full and accurate. Please be aware that if you fail to disclose any relevant information, or any change of circumstances to a provider, then the terms of your desired plan may be invalidated (e.g. an insurance claim may not be paid). We strongly recommend that the information you provide is checked thoroughly prior to submission.

### **Client Risk**

The value of investments can fall as well as rise. You may get back less than you originally invested. The price of investments that we recommend to you may depend on fluctuations in financial markets or other economic factors that are beyond our control. The past performance of an investment or product is not a reliable indicator of future results. You should therefore carefully consider all investment/product decisions.

Any specific warnings relevant to particular investments, investment strategies, or products will be provided to you in your Suitability Advice Report and/or your Demands and Needs Statement collectively (Written Advice).

### **Investment, Mortgage and Protection Advice and Recommendations Scope**

Any investment, mortgage or protection advice your adviser provides will be based on your personal financial circumstances and objectives. We will confirm these and the reasons for any recommendation in your Written Advice.

If you have asked for any restrictions on the types of investment or the markets you wish to invest in, these will be confirmed in your Written Advice. We will always make it clear when products are not within the 'regulated' scope, and advise you of your rights.

### **Paying For Advised Services**

Where payments are facilitated through a product, this will impact the actual amount remaining invested. Payment of the initial Advice and Ongoing Service fees facilitated by the relevant Product Providers or Platform administrators will be as a percentage of contributions invested or of the value of the plan's value/funds under management as at the anniversary of the initial investment. As such, the cash equivalent amount will vary depending on the value at the time.

Providers/Platform administrators will detail the specific process they operate to facilitate a fee in their literature. If you opt to pay the Adviser Charge directly (not through a product) an invoice will also be provided, which must be settled within 14 days of issue (we reserve the right to charge interest on late payments at a rate of 3% above Bank base rate).

Full details of the final Advice will be provided in the Suitability Advice Report. Full details of any fee will be provided either in the Suitability Advice Report or 'Authority to Proceed' document prepared for you by your Adviser. You may also be asked to sign and return a copy of the Authority to Proceed document to confirm your understanding and acceptance of the arrangements.

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Other costs, including taxes, related to transactions may arise that are not paid via us or imposed by us. For further details on how to pay for our services, please read the "Guide to Our Services and/or Guide to Our Mortgage and Protection Services". There are no additional charges for our services for using a means of distance communication.

### **Implementing Investment Solutions**

As with most investments there is a risk of loss, especially in the short-term (over periods of less than five years). If you need access to your money in the very short-term, then holding it in a risk-free bank account could be the right course of action. We will discuss these options with you, as well as providing a detailed Suitability Advice Report for you to read in your own time, before we implement our recommendations. This will help ensure you understand the advice you have been given. Of course, if you have any questions, we will be happy to help. You are not obliged to implement any of our recommendations. However, we may still charge a fee for our advice.

When we arrange an investment for you it will typically be made into a collective investment fund. These funds have a range of different investment strategies so we will recommend one that aligns with your attitude to risk and the period of time you wish to invest for. These funds will typically be bought via an investment platform that we recommend for you. Once we have completed the advice process the investment will be made for you in a timely manner, and in accordance with our Best Execution Policy. For example, for the majority of collective investments, they will be bought or sold at the next Valuation Point (typically 12.00 Midday) the next business day, after the instruction has been received by the platform.

Once we have agreed on an appropriate solution, we will provide you with full details of the investment fund, platform, and all associated costs.

### **Cancellation / Termination of Authority**

You can cancel these terms of business at any time without penalty. This will not affect any outstanding transactions being carried out on your behalf and you may still have to pay a fee to us – see Investment Advice Refunds below.

The ongoing service fee or our authority to act on your behalf can be cancelled at any time without any penalty by email or post using contact details above. These methods ensure we have an audit trail for your instruction. You will be responsible for cancelling any instructions from your bank. If the fee is being taken from your investments we will endeavour to instruct the Provider, Platform or DFM to stop the fee within 5 working days of receiving your instructions and refund any over payment if we are unable to meet this commitment.

You may ask us for an updated estimate of your advice fee at any time and you may ask us not to exceed a given amount without checking with you first.

### **Investment Advice Refunds**

Our standard policy is that in circumstances where this agreement is terminated, a recommendation is not followed through to implementation, or a product arranged is cancelled at any time, no refunds will be given, and all work undertaken will be billable and due. Please note that this does not affect your statutory rights or ability to complain.

If you cancel your investment(s) in the cooling off period or stop regular contribution payments the fee will no longer be due unless a minimum fee is stated in this Terms of Business and your Adviser Charging Agreement/Authority to Proceed.

### **Language**

Unless agreed by us at outset all communication will be completed in English. We will communicate in a manner that is convenient to you, this could include Face-to-Face meetings, Post, E-mail and by telephone using the contact details provided above.

### **Location of Advice**

All advice will be conducted in the UK. We do not have permissions to give advice when either you or I are located in any location outside the UK.

### **Timing of Written Advice**

Financial Planning: I will send you a Suitability Advice Report setting out the reasons for my recommendation at the time of my recommendation and where applicable before implementing any advice that I have recommended.

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Mortgage Advice: I will send you a Suitability Advice Report setting out the reasons for my recommendation within 15 days of making that recommendation.

Protection Advice: I will send you a Demands and Needs statement setting out the reasons for my recommendation, before the policy starts. If I am advising you by telephone, and the policy starts on the same day, the Demands and Needs statement will be sent by the end of the next working day.

### **VAT**

The service we provide is described as an 'intermediation' service. This means we provide advice with the intention of acting between you and a product provider to arrange a financial product or service. If we did not do this, we would be liable for VAT on the fees charged. VAT is not applicable on the fees we charge for intermediation services. In arranging the sale of retail financial products an adviser fee made for advice, even if you decide not to proceed with the purchase of the recommended product, will remain VAT free where the adviser has provided you with full advice services up to that point, including all relevant documentation.

The adviser fee made for an ongoing service is also VAT free provided it is in respect of an intermediation service. This means activities such as topping up an investment or utilising available investment tax allowances, such as the ISA allowance. In the event that the advice services we provide become ancillary to our intermediation services, VAT may become chargeable (e.g. we review your entire financial circumstances but make no or limited recommendations).

Should this change in the future, and where VAT becomes due, we will notify you before conducting any further work. In any case, where VAT is payable on our services it will be charged in addition to the agreed fee. However, where a Discretionary Fund Manager (DFM) forms part of a solution, then VAT may become chargeable.

### **Declaration of Other Interests**

To ensure that client interests are always put first, we operate a robust Conflict of Interest and Inducements Policy. If a potential conflict of interest does arise it will be actively managed, and we have arrangements in place to ensure that all our clients are treated fairly. If we feel that our interests conflict with yours, you will be contacted, and we will obtain your consent to proceed. Our full conflict of interest policy is available on request.

### **Minor Non-Monetary Benefits**

We are not able to receive or retain any inducements from a product provider. Should we receive any additional fee, commission or monetary or non-monetary benefit as a result of a recommendation made to you, we will return this to the product provider or transfer it to you (as appropriate) and attempt to stop further payments or inducements being received.

### **Our Ownership**

Quilter Financial Services Ltd are part of the Quilter Group. The Quilter Group of companies offers a range of pension, protection, and investment solutions through both a UK and International platform.

This may give rise to a potential conflict of interest where a company within Quilter Group has a suitable solution for your needs. If such a situation occurs, I will ensure that my recommendation is the best execution of your needs. I will also highlight the potential conflict of interest at the time of making the recommendation.

### **Addressing Financial Crime**

All transactions relating to the services provided by us are covered by The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017. The FCA also requires that we have appropriate measures in place to prevent the furtherance of financial crime. Our responsibilities include, but are not limited to, verifying the identity and address of our clients and any third-party making payments on their behalf. If required, you must supply proof of your identity in accordance of the above Regulations. Identity verification checks may include electronic searches of the electoral roll and the use of credit reference agencies, which will result in a soft 'foot-print' on your credit records.

This footprint is not visible to other financial service providers and does not affect your credit rating in anyway.

In accordance with the Data Protection Act 2018 acceptance of these terms and conditions represents your permission for us to access this information.

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**Financial Services Compensation Scheme (FSCS) Current limits**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. I.e. it differs for investments, insurance, mortgages, and bank accounts.

Further information about compensation scheme arrangements including the conditions governing compensation and the formalities which must be completed to obtain compensation is available from the FSCS via its website at [www.fscs.org.uk](http://www.fscs.org.uk)

**The Law that we operate under**

All of our agreements provided are governed and construed in accordance with the laws of England and Wales. In relation to any dispute, for your protection you agree to submit to the non-exclusive jurisdiction of the English courts.

**Data Protection**

The personal information you provide will assist your financial adviser in offering you the best advice as required by the Financial Services and Markets Act 2000.

The personal data you provide will be used and stored in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR) under UK law. Before collecting any data from you, you will be issued with a Privacy Notice, which will explain in full how we collect, process and store your personal data as well as the purposes for which we require your personal data under the relevant UK laws, and you will be asked to agree to the collecting, storing and use of your Personal Data and any Special Category Data for the purpose of providing advice.

**Privacy Notice**

We, together with Quilter Financial Services Limited, Quilter Wealth Limited, and Quilter Mortgage Planning Limited (collectively to be known as Quilter) are the joint data controllers of any personal data you provide to us in accordance with these terms of business and any further information which you provide to us during our relationship with you.

We and Quilter each have a legal obligation to comply with applicable data protection legislation. Information on our uses of your personal data is set out in your Advisor's Privacy notice which can be accessed on their website or on request.

We will collect and use your personal data such as your name and contact details and other information for the provision of financial advice and to provide you with financial products or services, including related services such as administration, risk assessment, fraud prevention and regulatory purposes.

In order to provide these services, we may share the personal data you provide with, the Quilter group of companies, third parties such as other advisors within the Quilter network, product and service providers, administrators of a scheme relating to your investment plan, and third-party companies providing administration services. We may also need to share it with HM Revenue and Customs and our regulators such as the Financial Conduct Authority or the Prudential Regulation Authority in certain circumstances.

**Your rights and how to contact us**

For further information on how we use your personal data and your rights in relation to your personal data, please see your Advisor's Privacy Notice which can be provided on request.

Should you have any enquiries relating to the personal data that Quilter may hold about you, how your personal data is processed, or how to exercise your rights you can contact our Data Protection Officer, at [QFPdataguardian@quilter.com](mailto:QFPdataguardian@quilter.com)

**Accessibility**

Please note that a paper / hard copy of this document is available, upon request.

If you would like this document or any other document in an alternative format e.g. Braille, Moon, Clear and Large Print, Audio documents (Cassette, CD, MP3 or Wav) or any other languages please let me know.