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OUR AGREEMENT

Our legal relationship with you (our “Agreement”) for the provision of Financial Planning advisory services is governed by these *Terms of Business* (“Terms”) and other documents which we provide to you. These Terms will take effect as soon as you have signed our “Declaration and Consent” and we have accepted you as a client. Please read them carefully, in their entirety, as they set out the basis upon which we will offer our services to you. If there is anything in our Agreement that you do not understand, please contact us immediately.

Our Agreement with you comprises the following documents, where applicable and which you should ensure you read:

- These Terms
- Schedule of Costs and Charges Disclosure Document
- The Client Profile Form
- Risk Profile Questionnaire
- Privacy Policy
- Privacy Policy Appendix
- Our Investment Management Client Agreement Form, Investment Management Terms of Business, Stockbroking and Dealing with Advice Terms Of Business and our client portal
- Any other applicable documentation or letter for additional services as agreed between us which states in it that it forms part of our Agreement

Our Agreement replaces any Financial Planning arrangements which presently exist between Redmayne Bentley (“Redmayne, we or us”) and you, you should understand that the documents contained in our Agreement constitute a legally binding agreement in English law between you and us. In addition, conditions may be implied or included by law in the contract between us even if they do not appear in these Terms.

Our principal service is the provision of Financial Planning. We may also provide both discretionary and advisory investment management, execution-only dealing and the related custody, dealing and settlement administration. These *Terms of Business* relate to our Financial Planning service and take precedence in relation to any financial planning matters.

There are separate *Terms of Business* for our investment management services which incorporate our Individual Savings Account (ISA) service, our Junior ISA (JISA) service and our Self-Invested Personal Pension (SIPP) service.

KEY POINTS

We set out below some of the key points regarding these *Terms of Business* to draw them to your attention and to aid your understanding. Please note that these key points are not a substitute for reading the full Terms in detail.

Redmayne Bentley is a trading name of Redmayne Bentley LLP, a Limited Liability Partnership, and a member of the London Stock Exchange (LSE). Registered in England and Wales No. OC344361. Registered office: 3 Wellington Place, Leeds LS1 4AP. Legal Entity Identifier (LEI): 213800S3IR1PK1R3JQ58. VAT No: GB 165 8810 81. Our head office telephone number is 0113 243 6941 Other addresses which we carry out business with you may be found on the letterhead received from your chosen Financial Planner.

We are authorised and regulated by the Financial Conduct Authority (FCA) under firm reference number 499510. You can check this on the FCA's Register by visiting the FCA's website <http://www.fca.gov.uk/register> or by contacting the FCA on 0845 606 1234. The address of the FCA is: 12 Endeavour Square, London, E20 1JN.

You agree that these Terms are only supplied in English and we will only communicate with you in English.

These Terms are governed by English Law. You agree that these Terms may only be dealt with by the Courts of England and Wales except that we may take legal action against you in any country where you may be.

CLIENT CATEGORISATION

For the purposes of FCA rules, we will treat you as a Retail Client unless otherwise agreed by you and us. You are entitled to request a different classification, but this would result in a lower level of regulatory protection. You should contact us if you require any further details.

OUR PRINCIPAL SERVICE

Our principal service in relation to these Terms is Financial Planning advisory services, regarding protection, retirement, investment, estate and Inheritance Tax (IHT) planning and cash flow forecasting. We will provide you with personal recommendations after identifying and assessing your needs and objectives to enable us to make the most suitable recommendation to you.

Our offering is described as **Restricted**. We review and recommend a restricted range of products, services and providers we consider relevant to the risk appetite of our clients, including those provided by Redmayne Bentley, where they are suitable.

RISKS

Please be aware that investments can fall, as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

Specific warnings relevant to the investments, investment strategies or other products we arrange are provided in the relevant product literature provided to you.

There are risks involved in any investment. These include:

- Levels of income and prices of investments can and do

fluctuate

- With investments your capital is at risk
- Past performance is not a reliable indicator of future performance
- Exchange rate risk exists where investments are denominated in a different currency
- Tax treatment of investments can change
- In certain market conditions some investments can become difficult to sell
- Investment Trusts utilised may be of such a structure or content that the asset value per share may significantly deviate from the value of the underlying investments

Your Financial Planner will provide you with our *Guide to Investing* for information on risks in respect of a range of different investments. This is also available at www.redmayne.co.uk/guide.

YOUR OBLIGATIONS WHEN BECOMING A CLIENT

You must provide us with certain information before we can accept you as a client, including evidence of your identity and source of funds. In addition, you agree to provide us with information regarding your investment objective(s), knowledge and experience and attitude to risk. We will also ask you to complete our *Risk Profile Questionnaire* and, depending on the services you decide to use, you may be asked to sign and complete additional documentation relating to the services and applicable costs and charges.

You agree to notify us of any material changes to information you have provided to us, and agree to provide such other information as we reasonably request in order to comply with our obligations.

By signing the *Declaration and Consent* you are contractually bound by these Terms.

YOUR INFORMATION

You acknowledge that we may process information (including personal data) about you, obtained from you and/or other sources such as credit reference agencies, during the course of our relationship with you. This data will be processed in accordance with the Data Protection Act 2018 for the purposes of providing services to you and to allow us to carry out our business, as explained in our *Privacy Policy* available at www.redmayne.co.uk/terms or in hard copy on request, which may be updated from time to time. In such cases this will not occur without ensuring the necessary assurances and indemnities are in place to ensure that your personal information is subject to equivalent levels of security at all times.

We will not provide information to organisations without your consent, unless we are obliged to by law or are requested to do so by any other regulatory bodies (including, but not limited to, regulatory or tax authorities in the UK or elsewhere).

LIABILITY

We accept liability where we fail to act with reasonable skill, care and diligence but do not accept liability otherwise. We are not liable for losses arising out of circumstances beyond our reasonable control.

Where we outsource services to a third party (for example, a third party custodian), provided we have exercised reasonable skill and care in their selection and ongoing monitoring, we do not accept liability for losses caused by the default or insolvency.

KEY POINTS

CANCELLATION RIGHTS

We will advise you of your cancellation rights when any transactions or recommendations we undertake for you result in the right to cancel the policy/ies, both for our own products and services and those we recommend from third parties. We will also tell you if you do not have a right to cancel an arrangement.

ENDING OUR AGREEMENT/SUSPENSION OF OUR SERVICES

You can end our Agreement at any time by giving us written notice. This will not affect liabilities which are due from either you or us at the date of termination.

We reserve the right to terminate your account(s) or your access to the service or any part of it at our sole discretion, with reasonable notice and without limitation for any reason. This includes when you fail to pay any amount due to us, we become aware that you have been liquidated and/or dissolved, declared bankrupt, or have reasonable grounds for believing you have abused our services.

CHANGES TO THESE TERMS

We can make changes to these *Terms of Business* from time to time for the reasons and in the manner as set out in these Terms.

DISCLOSURE OF COSTS

Details of our fees, costs and charges in respect of our Financial Planning services are contained in our *Schedule of Costs and Charges Disclosure Document*.

We will provide you with all the regulatory documentation pertaining to the recommended products or services, which will confirm the related costs.

OTHER IMPORTANT INFORMATION

Our normal methods of communicating with you are by telephone, post, email, SMS text message or in person. We record telephone conversations and electronic communications between you and us. We may require some instructions to be given in writing by you; where this is the case we will let you know. Our communications will be in English.

COMPLAINTS

At Redmayne Bentley we are dedicated to providing you with the best possible service at all times. However, we acknowledge that sometimes things can go wrong. Should you feel that any aspect of our business has not fulfilled your expectations, please allow us the opportunity to put things right. We will do our best to resolve your concerns.

You may contact us to register your dissatisfaction by telephone, in person, email or in writing. Complaints in respect of any of our products or services should be addressed in the first instance to your usual Redmayne Bentley contact or office or alternatively to our Head Office at 3 Wellington Place, Leeds LS1 4AP or by telephone on 0113 243 6941.

Details of our internal complaints handling procedures are available at www.redmayne.co.uk/complaints or in hard copy on request. If a complaint is not resolved to your satisfaction you may then contact the Financial Ombudsman Service (FOS), an

independent dispute resolution scheme. Full details of the FOS can be found on its website at www.financial-ombudsman.org.uk or by telephoning 0800 023 4567.

COMPENSATION

We participate in the Financial Services Compensation Scheme (FSCS). Additionally, the products and services that we recommend may also be covered by the FSCS. You may be entitled to compensation from the scheme in the event that an institution fails and cannot meet its obligations.

Eligible investments are covered by the scheme up to £85,000 per client and cash deposits are separately covered under the Deposits Protection scheme up to £85,000 per individual, per institution. Insurance-eligible claims related to life products are covered for 90% or 100% of the claim, without any upper limit.

The FSCS is primarily designed to protect private individual UK investors and is focused on UK investments although similar protections exist in some other jurisdictions with variations regarding the levels of protection, the types of client covered and the definition of eligible investments.

More information about the FSCS is available on the FSCS website at www.fscs.org.uk and on our website.

FINANCIAL PLANNING TERMS

1. GENERAL

- 1.1 Redmayne Bentley is a trading name of Redmayne Bentley LLP, a Limited Liability Partnership, and a member of the London Stock Exchange (LSE). Registered in England and Wales No. OC344361. Registered office: 3 Wellington Place, Leeds LS1 4AP. Legal Entity Identifier (LEI): 213800S3IRIPK1R3JQ58. VAT No: GB 165 8810 81. Our head office telephone number is 0113 243 6941 Other addresses which we carry out business with you may be found on the letterhead received from your chosen Financial Planner.
- 1.2 We are authorised and regulated by the Financial Conduct Authority (FCA) under firm reference number 499510. You can check this on the FCA's Register by visiting the FCA's website <http://www.fca.gov.uk/register> or by contacting the FCA on 0845 606 1234. The address of the FCA is: 12 Endeavour Square, London, E20 1JN.
- 1.3 You agree that these Terms are only supplied in English and we will only communicate with you in English.
- 1.4 These Terms are governed by English Law. You agree that these Terms may only be dealt with by the Courts of England and Wales except that we may take legal action against you in any country where you may be.

2. CLIENT CATEGORISATION

- 2.1 For the purposes of FCA rules, we will treat you as a Retail Client unless otherwise agreed by you and us. You are entitled to request a different classification, but this would result in a lower level of regulatory protection. You should contact us if you require any further details.

3. OUR FINANCIAL PLANNING SERVICE

- 3.1 We will provide you with Financial Planning advisory services after identifying and assessing your needs and objectives to enable us to make suitable recommendations to you.
- 3.2 Our advisory services are detailed our *Services and Costs Disclosure Document* including services which are regulated by the FCA:
- Advising on, and arranging life assurance, collectives investments (such as unit trusts, open-ended investment companies) and pensions products, including pension switches (but we will not provide advice on transfers of Defined Benefit pensions).
 - Unless you have or will enter a separate formal agreement in relation to advisory or discretionary management of individual stocks and shares or other such investments not described in point (i) above, we will not be able to provide such service. Such services are covered by separate *Terms of Business*.
- 3.3 Our offering is described as **Restricted**. We review and recommend a restricted range of products, services and providers we consider relevant to the risk appetite of our clients, including those provided by Redmayne Bentley, where they are suitable.
- 3.4 We will review and advise upon existing products and services our clients hold. Where appropriate we will recommend these are retained and will continue to provide advice on these.

- 3.5 We do not advise on structured deposits. We do not provide advice on Defined Benefit pension transfers.

- 3.6 We are unable to advise on specific Home Finance Products (e.g. Mortgages), however, if a need for such plans is identified, we would seek to refer you to a suitable third party.
- 3.7 You may ask us for a full list of Retail Investment Products we offer.
- 3.8 We are only able to provide Financial Planning advisory services to clients who are resident and physically present in the United Kingdom at the point of receiving advice.
- 3.9 If you subsequently move overseas you should let us know immediately. We may be restricted from providing ongoing financial advice and/or from keeping our advice under review. If this transpires we will take all reasonable steps to let you know.

4. YOUR OBLIGATIONS WHEN BECOMING A CLIENT

- 4.1 Our advice will be based on the information that you give so it is important that you provide us with accurate and up to date information when we request details about your circumstances and objectives and subsequently when your circumstances change. 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 and if the information is insufficient to enable us to determine suitability, we must refuse to provide advice.
- 4.2 We have various responsibilities under legislation, to our clients and to society, to prevent our business from being used for money laundering and other forms of financial crime.

i. Before we can accept you as a client you must provide us with certain information, including evidence of your identity and source of funds.

ii. In some cases, we may also require this evidence for people connected to you, such as others who have an interest in the account, for example, trustees or beneficiaries in relation to a trust, or those who have a connection to the Account such as directors, shareholders or partners.

iii. To identify you, we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the outset. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

We may, at our absolute discretion, decline to accept you as a client and/or to provide you with any of our Services, without necessarily giving a reason. Should this occur, subject to our legal obligations, we will use reasonable endeavours to let you know.

- 4.3 You confirm that all the information you supply will be accurate. You also agree that, in order to provide you with financial planning services, we may pass on such information as we consider necessary, to comply with our legal or regulatory obligations and that you will supply any information we reasonably request to achieve this.

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- 4.4 The information contained within these Terms is based on our understanding of current legislation and HM Revenue & Customs and HM Treasury practice, however, no liability can be accepted. You have sole responsibility for complying with any applicable laws, regulations and the management of your tax affairs.
- 4.5 In addition, you agree to provide us with information regarding your investment objective(s), knowledge and experience and attitude to risk. We will also ask you to complete our Risk Profile Questionnaire.
5. **COMMUNICATING WITH US**
- 5.1 In order to submit an application for a product or service for you we will first require your instructions in writing (which may include email) and in hard copy unless otherwise stated by the provider.
- 5.2 If you wish to communicate with us by email you must provide us with a valid email address and in doing so, or by communicating with us by email, you are indicating that you are willing for us to communicate with you by email for any purpose under this Agreement.
- 5.3 You acknowledge and accept that email communications may not be secure or reliable and that if you choose email communication there is a risk of technical malfunction, unauthorised interference, failed delivery, delay or computer viruses.
- 5.4 You further accept that emails may not be actioned in a timely matter and that any time-critical communications must be followed up by a telephone call to us.
- 5.5 In order to protect your personal or confidential data such as valuations, contract notes, recommendations or updates on your investments held with us, some email communications will be sent to you via a secure messaging platform.
- 5.6 We may for certain instructions given verbally ask you to confirm these in writing. If there are inconsistencies between verbal and written instructions, we will make reasonable endeavours to contact you to clarify the situation but may decline to act, and if we do act, we will not be liable for any inconsistency.
- 5.7 Any instruction or communication required to be in hard copy under this Agreement must be signed by you and sent to our registered office or the office where your Financial Planner is based. It will be considered delivered upon our receipt. We will take reasonable care to verify your signature against our records, but shall not be liable for acting upon written instructions which reasonably appear to be signed by you.
- 5.8 Where you, (or your authorised third party) have followed any security checks we have asked you to comply with when you give instructions, we will have no further obligation to verify your identity or the authenticity of the instructions you have requested. We may refuse to carry out an instruction if we are not satisfied that it is genuine or authorised by you.
- 5.9 Amendments are deemed to be notified by us to you if written notice is sent to you at your last known address and/or email address. It is, therefore, important that you update us if your contact details change.
- 5.10 We will issue communications to you using one of the following mediums:
- By posting the communication in our client portal
 - By post or email
 - Verbally by telephone or in person
- 5.11 We will assume that you have received a communication from us:
- Two days after we post it to you, if it is sent to you by post
 - Immediately upon sending, if it is given to you verbally
 - When notification is received by your internet service provider, if it is sent to you by email
- 5.12 Unless you notify us to the contrary it will be assumed that you wish us to call you without having been expressly invited to make such a call. The ability to call you in this way is likely to increase the effectiveness of our service to you. We will make such calls only between 8am and 8pm Monday to Saturday and we will comply with any restrictions that you impose.
- 5.13 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 six years after the recording was made.
- 5.14 In limited circumstances we may seek to change these *Terms of Business*. We will only seek such a variation in order to reflect changes in the way that we deal for you and/or look after your investments which arise from changes to the legal/regulatory regime or standard stockbroking practice. In any event we will notify you at least 30 days in advance of any such change taking place. Please note that continued use of our services after implementation of such a change implies your acceptance of it.
- 5.15 We do not accept responsibility for any documents (including cheques and share certificates) which go missing in transit to and from our offices, with the exception of share certificates dispatched by us to you. In such cases our liability will be for one month from the date of dispatch and will be limited to the registrars charge for issuing a replacement certificate.
- Your contact and other details**
- 5.16 We will rely on and contact you using the details you have given to us most recently (e.g. telephone (mobile or landline), post and email addresses). You can update these details at any time by providing us with new contact details in writing and agree to do so promptly so that we can continue to provide our services to you as efficiently as possible.
- 5.17 If, despite attempts to contact you, we have not been able to obtain up to date information about you we may need to suspend the provision of some or all of our Services.
- 5.18 If we have tried to notify you of changes to these Terms, our services, the *Schedule of Charges* or the *Services and Costs Disclosure Document*, but have been unable to reach you because your contact details have changed and you have not notified us of this, the changes will still apply to the services as set out in our notice.
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FINANCIAL PLANNING TERMS

5.19 When sending communications to you we will use the permanent postal or email address or telephone number of the first applicant or holder that you have provided.

5.20 Secure access to view your account(s) is available through our client portal. An email address must be registered on your account. Access is typically provided for all new accounts. Email notifications advise you when any future contract notes and statements are available to view within your account.

Fees and Charges

6. DISCLOSURE OF COSTS

6.1 Details of our fees, costs and charges in respect Financial Planning services are contained in our *Services and Costs Disclosure Document*.

Commissions and other fees and charges will affect the overall return on your investments.

6.2 In limited circumstances we may seek to change our fees or charges under this contract in order to reflect changes in the costs we incur in providing this service. We will notify you at least 30 days in advance of any such change taking place. Please note that if after receipt of this notice of change, you do not instruct us to cancel your ongoing service, this will imply your acceptance of this change.

6.3 If you owe us money we may 'offset' any amounts you owe us against money we owe to you. If you fail to pay money due to us we may sell your investments to recover the money due.

7. RISKS

7.1 Please be aware that investments can fall in value, as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

7.2 There are additional risks involved in any investment. These include:

- i. Levels of income and prices of investments can and do fluctuate
- ii. With investments your capital is at risk
- iii. Exchange rate risk exists where investments are denominated in a different currency
- iv. Tax treatment of investments can change
- v. In certain market conditions some investments can become difficult to sell

7.3 Specific warnings relevant to the investments, investment strategies or other products we arrange are provided in the relevant product literature provided, including our *Guide to Investing*.

8. YOUR INFORMATION

8.1 You acknowledge that we may process information (including personal data) about you, obtained from you and/or other sources such as credit reference agencies, during the course of our relationship with you. This data will be processed in accordance with the Data Protection Legislation for the purposes of providing services to you and to allow us to carry out our business, as explained in our *Privacy Policy* available at www.redmayne.co.uk/terms or in hard copy on request, which may be updated from time to time. Redmayne Bentley LLP is the "data controller".

8.2 We will not provide information to other organisations without your consent, unless we are obliged to by law or are requested to do so by any other regulatory bodies (including, but not limited to, reporting to HM Revenue & Customs on accounts for clients taxed in another jurisdiction). In such cases this will not occur without ensuring the necessary assurances and indemnities are in place to ensure that your personal information is subject to equivalent levels of security at all times.

8.3 Where you provide Personal Data to us relating to others (e.g. your family members), you confirm that you have their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with the Agreement.

8.4 You may withdraw your consent for us to process your Personal Data at any time and are aware that if you do not provide the Personal Data requested by us, or withdraw consent this may affect our ability to provide the services to you in accordance with the Agreement.

8.5 If you are concerned about any aspect of our privacy arrangements please speak to us.

9. CANCELLATION RIGHTS

9.1 We will advise you of your cancellation rights when any transactions or recommendations we undertake for you result in the right to cancel the policy/ies, both for our own products and services and those we recommend from third parties. We will also tell you if you do not have a right to cancel an arrangement. We will also provide you with all the relevant product documentation, which will include details of any product cancellation rights along with any other early termination rights and penalties.

9.2 With regards to Redmayne Bentley accounts and services, for an initial period of 14 days after opening an account facility you have the right to cancel the relevant service. This can be done verbally or in writing and we will action your request as soon as practical. Please note, this cancellation right only applies to the service you have signed for and does not apply to any transactions undertaken on your account, which are not subject to this right. As long as you cancel within the specified period there will be no charge made, although you are still obliged to pay any monies due to us at the time you cancel or terminate your agreement for any transactions undertaken.

10. OUR RECOMMENDATIONS

10.1 We will confirm our recommendations to you in writing (our *Suitability Report*) or if made verbally they will be

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- recorded on your file. This will incorporate details of your objectives along with details of any special risks that may be associated with the products or investment strategies we have recommended.
- 10.2 Our advice will be personal to you, based upon your circumstances and the objectives you have provided to us. As these are specific to you and subject to change, it will be relevant at the point of issue for the purpose intended and should not be relied upon for the use of others or at a later date.
- 10.3 As relevant rules and legislation are subject to change, we are not responsible for any actions taken on the basis of the advice or suggestions contained in our report unless instructions are given by you to us to proceed on your behalf. You should ask us to review any advice previously given if a transaction is delayed or is to be repeated, or if an apparently similar transaction is to be undertaken.
- 10.4 Unless confirmed in writing to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you. If you wish to vary your objectives or those restrictions at any time you should contact us immediately and we will use reasonable endeavours to confirm any variation to you in writing.
- 10.5 We may, when appropriate, recommend holding some, or all, of your investments with one of our discretionary fund managers (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we will explain the respective responsibilities of our Financial Planners and the DFM in relation to your investments.
- 10.6 To enable you to make decision whether to proceed or not from an informed choice, we will provide you with all the relevant documentation pertaining to the products or solutions we recommend, prior to you proceeding. The documentation provided will confirm the costs and charges of the product or service, as well as the aims, associated risks and your commitments.
- 10.7 We may occasionally recommend investments that are not readily realisable. We will only do this when appropriate but, if we do, we will draw your attention to the risks associated with the investments in our suitability report. There is a restricted market for such investments and, in some circumstances, it may not be possible to deal in such an investment or obtain reliable information about its value.
- 11. LIABILITY**
- 11.1 We accept liability where we fail to act with reasonable skill, care and diligence but do not accept liability otherwise. We are not liable for losses arising out of circumstances beyond our reasonable control.
- 11.2 Where we outsource services to a third party (for example, a third-party custodian), provided we have exercised reasonable skill and care in their selection and ongoing monitoring, we do not accept liability for losses caused by the default or insolvency of such third party.
- 11.3 Neither party shall be liable for any delay in performing any of its obligations hereunder, if such delay is caused by circumstances beyond the reasonable control of the party so delaying, including but not limited to acts of God, riot, terrorism, pandemic, fire and floods or power failure.
- 11.4 We are not responsible for any delay in the processing of an application or settlement of a deal resulting from circumstances beyond our control, or the failure of any other person or party (including you) to perform all the necessary steps to enable completion. We will carry out each transaction for you solely as Agent.
- 12. TAXATION**
- 12.1 We are not tax advisers, nor 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, tax or accountancy that may arise during the course of discussions with us, to a solicitor, independent tax specialist or accountant. You agree that you are responsible for the management of your tax affairs.
- Any information supplied by us to you will be complete to the best of our knowledge but you remain entirely responsible for the management of your tax affairs, you will inform us of any change in your circumstances that are relevant to tax obligations, including any change to your address or nationality.
- 13. THIRD-PARTY AUTHORISATIONS AND POWERS OF ATTORNEY**
- 13.1 In accordance with your wishes we may accept instructions from and provide information to your other professional advisers or other third parties where you have confirmed in writing that you wish us to do so. We need you to complete our *Third-Party Authority Form* or provide us with a valid Power of Attorney, signed by you. We can only accept instructions and provide information to any nominated persons after we have completed any required identification actions required by regulations. We will liaise directly with your nominated persons as appropriate to fulfil our obligations.
- 13.2 The same rules apply to instructions received from authorised third parties as they do to instructions received from you and you must ensure that your authorised third party complies with these provisions. We can act on the instructions of authorised third parties, subject to any specific limitations set out in writing and you agree that you will be solely responsible for the acts of the third party you have appointed unless we know or are on notice that they are acting dishonestly towards you. Unless and until we are informed in writing by you that any third-party ceases to have authority, any action taken by us in complying with instructions given under such authority or power of attorney will be binding on you.
- 13.3 Where you have a Lasting Power of Attorney (LPA) in place and utilise discretionary fund management, you must ensure that the relevant section of the LPA is completed to give your Attorneys the authority to continue with the existing discretionary management agreement.
- 13.4 In the event of loss of mental capacity of the Donor, if the LPA does not contain relevant wording, we will require an updated LPA or in some cases may require a Court of Protection Order to allow the Attorneys to continue to operate your discretionary account.
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FINANCIAL PLANNING TERMS

14. ACCESSIBILITY

14.1 The Disability Discrimination Act 1995 requires the firm to make reasonable adjustments for any information including letters, brochures and website content provided to clients or prospective clients with a disability. This reflects our desire to make our services accessible to all. Whether you have a stated disability or simply need a copy of the content of our documents in different or larger font to aid your understanding, we will be happy to arrange an accessible format, where possible, upon request.

15. ACCOUNT SECURITY

15.1 We have processes in place to protect your data, confidentiality and accounts, including, but not limited to, those detailed in section 5 (Communicating with us).

15.2 You agree that you will also endeavour to keep your account secure but also keeping your security information secure and not disclosing it to anyone, telling us straight away if you think someone knows your security information, is impersonating you, or has obtained information to do so, or is attempting to conduct unauthorised activity or fraud in respect of your account.

15.3 You also agree to let us know if you become aware of your email or other forms of electronic communication being compromised or 'hacked'.

16. CONFLICTS OF INTEREST

16.1 Under current regulations firms must establish policies and procedures to identify and prevent conflicts that could adversely affect a client's interests. We are committed to conducting our business with integrity, treating our customers fairly, and managing conflicts of interest, both between us and our clients and between one client and another client.

16.2 In the course of business, circumstances may arise whereby the interests of a client conflicts with our interests, the interests of employee(s), and/or the interests of another client. We avoid putting ourselves in a position whereby our own interests, or our duty to any persons for whom we are acting, conflicts with our duty to a client when it is possible.

16.3 However, we recognise that there may be instances whereby conflicts of interest are unavoidable. When we are unable to avoid a conflict of interest, this is identified and managed according to our *Conflicts of Interest Policy* which has been designed to manage such situations and to ensure that Redmayne Bentley's clients are treated fairly. A copy of this policy is available on request or on our website at www.redmayne.co.uk/conflict

16.4 Under the rules of our regulator, the FCA, we cannot accept payments or benefits from other firms (for example, product providers) unless it is designed to enhance the quality of service we provide and it does not conflict with our duty to act in our clients' best interests. For example, 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 contact us for further details.

Your Protection

17. COMPLAINTS

17.1 At Redmayne Bentley we are dedicated to providing you with the best possible service at all times. However, we acknowledge that sometimes things can go wrong. Should you feel that any aspect of our business has not fulfilled your expectations, please allow us the opportunity to put things right. We will do our best to resolve your concerns.

17.2 You may contact us to register your dissatisfaction by telephone, in person, email or in writing. Complaints in respect of any of our products or services should be addressed in the first instance to your usual Redmayne Bentley contact or office or alternatively to our Head Office at 3 Wellington Place, Leeds LS1 4AP or by telephone: 0113 243 6941.

17.3 Details of our internal complaints handling procedures are available at www.redmayne.co.uk/complaints or in hard copy on request. If a complaint is not resolved to your satisfaction you may then contact the Financial Ombudsman Service (FOS), an independent dispute resolution scheme. Full details of the FOS can be found on its website at www.financial-ombudsman.org.uk or by telephoning 0800 023 4567.

18. COMPENSATION

18.1 We participate in the Financial Services Compensation Scheme (FSCS). Additionally, the products and services that we recommend may also be covered by the FSCS. You may be entitled to compensation from the scheme in the event that an institution fails and cannot meet its obligations.

18.2 Eligible investments are covered by the scheme up to £85,000 per client and cash deposits are separately covered under the Deposits Protection scheme up to £85,000 per individual, per institution. Insurance-eligible claims related to life products are covered for 90% or 100% of the claim, without any upper limit.

18.3 The FSCS is primarily designed to protect private individual UK investors and is focused on UK investments although similar protections exist in some other jurisdictions with variations regarding the levels of protection, the types of client covered and the definition of eligible investments.

18.4 More information about the FSCS is available on the FSCS website at www.fscs.org.uk and on our website.

19. ENDING OUR AGREEMENT/SUSPENSION OF OUR SERVICES

19.1 You can end our Agreement at any time by giving us written notice. This will not affect liabilities which are due from either you or us at the date of termination. We reserve the right to terminate your account(s) or your access to the service or any portion of it at our sole discretion, with 30 days' notice in writing and without limitation for any reason.

19.2 For relationships, where "you" are personal clients and more than one in number, your obligations under these *Terms of Business* will be joint and several. Any notice given to one person who is a personal client jointly and severally

with others, will be deemed to be given to all of them as joint tenants; Any of “you” may give us instructions unless that person is a minor.

19.3 Any business underway will be completed unless we receive your instructions to the contrary. Any fees outstanding at the date of the termination will be due within four weeks of the termination. We reserve the right to charge a pro rata fee for work already undertaken by us.

19.4 On the death of any of the persons constituting ‘you’, this Agreement will terminate, subsequent agreements may be put in place. Any legal rights or obligations of either you or us which may arise prior to termination shall not be extinguished or reduced by termination of this Agreement.

20. ONGOING SERVICE

20.1 Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we will carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We will issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

DECLARATION AND CONSENT

MARKETING COMMUNICATIONS

We would like your permission to contact you by email with relevant marketing information about your account and the services we provide. Please note that if you have already provided your consent then we will use this unless you inform us that you wish to withdraw your consent. If you have not already provided your consent for us to contact you with relevant marketing information, and have provided an email address, please indicate which type of communications you would be happy to receive from us by ticking the boxes below.

- Services and products that may be of interest to you
- Stock market investment news and investment opportunities
- Details of investment seminars and events

We may use your personal data based on legitimate interest to contact you occasionally for marketing purposes by post. If we do so we will aim to ensure the content is relevant to you. If you do not wish to receive such messages by post, please contact your Redmayne Bentley Financial Planner.

DECLARATIONS

I / We acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated .

This agreement is governed, and shall be interpreted in accordance with the laws of England and Wales and both parties shall submit to the exclusive jurisdiction of the English courts.

Title _____ Surname _____ First Name(s) (In full) _____

Date of Birth ____/____/____

Existing Redmayne Bentley Account Number (if applicable) _____

Title _____ Surname _____ First Name(s) (In full) _____

Date of Birth ____/____/____

Existing Redmayne Bentley Account Number (if applicable) _____

PLEASE SIGN HERE



SIGNATURE

PRINT NAME

_____/_____/_____
DATE



SIGNATURE

PRINT NAME

_____/_____/_____
DATE

GLOSSARY OF TERMS

AGREEMENT

A completed application or agreement form in respect of any service that we offer.

BUSINESS DAYS

Days during which the London Stock Exchange and banks in England and Wales are open for business, with the exception of weekends and Bank Holidays.

EXECUTION-ONLY

We act on your instructions and offer no advice as to whether such an investment is suitable for you.

FCA

The Financial Conduct Authority. Where we refer to the FCA, this term will also apply to any successor regulator of the financial services industry and any rules and regulations that currently exist or they subsequently introduce which we are obliged to follow.

NOMINEE

Redmayne (Nominees) Limited or any other Nominee company appointed by us from time to time that we decide to use. The Nominee used is a wholly owned non-trading entity of us and will only be used for the holding of client assets.

RETAIL CLIENT

As defined under the Financial Conduct Authority rules, a client who is not a professional client or an eligible counterparty.

TAX YEAR

A period commencing on 6th April in each calendar year and ending on 5th April in the following calendar year.

TERMS

These *Terms of Business* together with our *Order Execution Policy* (www.redmayne.co.uk/orderexecution), *Conflicts of Interest Policy* (www.redmayne.co.uk/conflict) and *Privacy Policy* (www.redmayne.co.uk/terms), and any versions which may supersede them at the time of any subsequent subscription/application completed by you.

WE, US, OUR

Redmayne Bentley, its associated limited companies and our office network.

YOU, YOUR, YOURS, YOURSELF, CLIENT

An individual, joint account holder or other legal entity, who has opened an account under these *Terms of Business* and to whom we provide a service.
