

Terms of business & important information about our services

This is an important document. It explains the service you are being offered and how you will pay for it.

Page 1 – Charges for a recommendation

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Page 4 – The ongoing service you will receive

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Introduction

The purpose of this agreement is to set out the basis on which we will act for you and to clarify our respective responsibilities. As it sets out the detailed terms of a legal contract between us, please do not hesitate to contact us if anything is unclear, or you need any further explanation regarding any of the wording in this document.

What products do we offer?

Investments – Lump sums and/or regular monthly/annual contributions. Reviews of existing investment portfolios.

Pensions (excluding final salary/defined benefit pension reviews) – Setting up a new or reviewing existing pensions.

Insurance – Including but not limited to; life cover, critical illness, mortgage protection, business and income protection.

Our Independence

Independent advice – we will advise and make a recommendation to you after we have assessed your needs and objectives. Our recommendation will generally be based on a comprehensive and fair analysis of the market, unless you instruct us to restrict our advice to certain plans, products or providers, which must be confirmed in writing.

We will observe and act in accordance with the principles, rules and guidelines of the FCA (Financial Conduct Authority).

We will accept instructions to act for you on this basis.

What will you have to pay us for our services?

We will not charge you anything until you have agreed how we are to be paid. We predominantly charge for our services by way of an adviser fee, based on a percentage of the amount you invest for pensions and investments. We will discuss your payment options with you and answer any questions you have.

Initial Review Meeting

We provide you with an initial consultation free of charge for up to an hour (including travel to you where required) with a qualified adviser. If you wish us to travel to you, extra fees may be payable. This helps us to understand your financial objectives and will confirm how we can support you in working towards these. We will also discuss the cost of our services both initially and throughout our relationship with you. Should you wish for us to make a recommendation to you, our charges are as follows;

Our Fees

Our fees are based on the following service we provide. Page 2 confirms our initial fees, and more details about our ongoing services can be found on Page 4.

1. Gathering information about your circumstances, needs, and priorities
2. Establishing the level of risk, you are willing, able and want to take.
3. Advice (making a recommendation and explaining how this recommendation is suitable to your needs)
4. Transactions / Implementation of a plan (arranging contracts / mediation with providers & keeping you informed)
5. Reviews of your existing plans & circumstances.

Our minimum initial charge is £750 payable for a report containing our recommendations to you. We ask you to agree to paying this fee before committing to researching and writing this report. This fee only covers our recommendations and does not cover the implementation or administration of these contracts. This fee can be offset against our total initial

advice fees, dependent on the amount invested/protection policy effected, or paid to us directly. We will confirm the total initial and ongoing charge in writing as part of our suitability report and we will tell you if you have to pay VAT.

Should you not wish to proceed with our recommendations, our advice fee will be payable within 14 days if you have not already paid this. We will accept payments by cheque or bank transfer but not by cash. You will be provided with a receipt if required. Please note that our initial fee for this report will be higher than £750 for more complex areas of advice and we will provide you with a price depending on your individual situation.

Pensions & Investments: Initial Adviser Charges

For lump sum or single payment investments, our charge for this service is based on a percentage of the amount you invest and/or transfer, minus the charge for initial advice detailed above. These charges are applied as follows but are subject to a minimum of £750 and are based on the amount you invest with Fernleigh Wearden & Company Ltd.

Charges for investments and pensions excepting trust work and safeguarded benefits

Amount Invested	Initial Charge (%)	Example
On the first £100,000	2%	If you invested £25,000, the initial adviser fee would be £750, as this is subject to our minimum fee of £750. If you invested £60,000, the charge would be 2%, totalling £1,200.
On the next £400,000	1%	If you invested £200,000, the initial adviser fee would be 2% on the first £100,000, then 1% on the next £100,000, totalling £3,000.
On the amount above £500,000	0.50%	If you invested £1m, the initial adviser fee would be 2% on the first £100,000, then 1% on the next £400,000, then 0.50% on the next £500,000, totalling £8,500

* The minimum investment amount we will accept is £40,000 for all business.

Regular Investments

Our fees for regular monthly, quarterly or annual investments are as follows;

- £750 initial adviser fee for clients with holdings with Fernleigh Wearden & Company Ltd below £100,000
- Plus 2% initial adviser fee to be deducted from the regular contribution amount.

Protection: Adviser Charges

Similar to our investment services above, we will provide you with a personal and financial review prior to making our recommendations to you. Should you accept our recommendations we will arrange for the implementation of the recommendations. The reasons for our recommendations will also be provided to you in a written report.

Option 1: Direct Fee payment

You have the option of paying us a fee directly for our advice. This fee would be a minimum of £750.00, which would be payable at the time of any application, and before a policy commences. We will confirm the fee applicable in your specific situation in writing before any work is carried out.

Option 2: Commission paid from the product provider

You have the option for our fees to be paid by the product provider, who would pay us commission by way of product charges. This does not mean that our service is free to you, as the amount of commission paid to us affects your monthly premiums on an ongoing basis. We will confirm the amount payable to you as part of your initial quotation.

Cancellations - Should the policy lapse, or should you cancel the policy for any reason in the first 4 years of the contract, you would be required to cover any commission which the provider attempts to reclaim from us, up to a maximum of £750.00. This amount will be confirmed to you as part of our recommendation report.

Pensions & Investments: Ongoing Adviser Charges

Details of these different levels of services are contained on Page 4 of this document, which is dependent on the amount you will invest. Our fees are **0.75%** of your plan value per year which is taken out of your plan value at a rate of 0.0625% per month, paid pro-rata monthly in arrears. Please see examples detailed on the below table:

Average Plan Value Throughout the Year	Annual Ongoing Adviser Charge %	Annual Ongoing Adviser Charge (£)
£100,000	0.75%	£750.00
£300,000	0.75%	£2,250.00
£500,000	0.75%	£3,750.00

The amount you pay will fluctuate with the value of your investment; if your investment increases in value the amount you pay us will also increase and if your investment falls in value the amount you pay us will reduce.

The charges listed above can be deducted directly from your investments via a cancellation of units held or paid directly by you. Paying this charge directly from your investment will reduce the amount invested, and it does not mean that our charges are free.

You are able to cancel your ongoing adviser fee at any time. Should you decide to cancel our agreement to provide ongoing services you must provide written confirmation of your decision and we will cease your payments for these services within 7 business days and after collection of any due charges. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

We also have the authority to stop providing ongoing advice to you at any time, and to cancel any ongoing agreement. Should we decide to do this, we will notify you in writing.

Additional charges for complex or adhoc work

Our charge for these services are in addition to the above.

Trust Work – Any trust work will attract a minimum pricing fee of 1.50% of the investment value, subject to a minimum of £3,000. We will confirm the fee dependent on the complexity of the trust and confirm the fee payable before any work commences, and we reserve the right to charge in excess of 1.50% where required. Other adhoc charges are detailed below;

- Ad hoc assignments or changes such as addition or retirement of Trustees/death claims/surrenders – **Time costed subject to a minimum of £250**
- Taking Tax Free Cash (PCLS) - **£250**
- Taking Tax Free Cash & Income (Flexi-Access Drawdown), or just income / UFPLS - **£500**
- Arranging a standard, enhanced, or impaired life annuity - **£750**
- Contacting a provider on your behalf for a range of matters, including but not limited to; amending fund choice for a company pension plan, administration on your account (including updating death in service forms), making a complaint to a provider on your behalf for any reason, obtaining plan details or arranging & support with completing forms for accessing your pension – **Time Costed subject to a minimum of £250.**

Ongoing Service Proposition

Ongoing Service and Review.

Your financial and personal objectives may change over time due to changes in your lifestyle or circumstances. We believe it is essential to ensure that any portfolio we recommend continues to meet your lifestyle and investment objectives, and as such it is very important to adhere to our requests for meeting reviews.

We recognise that many of our clients do have the same service requirements and are willing to be a part of our valued proposition offering. Our charges are guaranteed not to increase within the first 12 months of your contract with us.

Should we need to increase our charges after this period, you will be given notice of this fact and the opportunity to decide whether to continue with the revised level of charges. It should be noted this ongoing service is optional and you can cancel this at any time or decide to proceed on a transactional only basis. Any advice with regards to changes made to your portfolios would be covered by the ongoing adviser charge.

✓ = Included as part of your ongoing fee payable to Fernleigh Wearden & Company Ltd.

+ = Not included as part of your ongoing service proposition, but we will offer this service for an additional fee.

Ongoing Service Proposition Schedule – all reviews to take place during normal office hours. Outside of these hours, additional charges may apply.	Proposition 1	Proposition 2	Proposition 3
Total Portfolio Value	£1,000,000+	£500,000-£1,000,000	£0 to £500,000
Annual investment report and up to date valuations every December	✓	✓	✓
We will write to you to offer you a face to face, phone or email review every year at no charge to you.	✓	✓	✓
Access to financial advice and additional meetings throughout the year during normal office hours at no additional charge for any financial matters.	✓	✓	+
24 hour access to your portfolio via your own personal client web-site	✓	✓	✓
Secure messaging and updates	✓	✓	✓
Access to all information on compatible mobile devices	✓	✓	✓
Valuations on request	✓	✓	✓
On-going Expert Support and access to advisers	✓	✓	✓
Proactive annual review & consultation covering;			
Review of Objectives & Goals	✓	✓	✓
Review of Risk Profile & Asset Allocation	✓	✓	✓
Review of Tax Changes	✓	✓	+
Comprehensive Financial Health Check:			
Detailed Tax Planning	✓	+	+
Estate Planning where necessary	✓	+	+
Income / Expenditure Review	✓	+	+
Typical Cost	£7,500 +	£3,750-£7,500	£0 - £3,750
Cost based on the total value of your investments/pensions per annum	Negotiable	0.75%	0.75%

Your Protection

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This would depend on the type of business and the circumstances of the claim. The limits are per person, per firm;

Investment - Most types of investment business (e.g. ISA's, Unit Trusts) are covered up to £85,000 per person per firm.

Deposits – Most types of deposits are covered up to £85,000 per person per firm from 30th January 2017.

Insurance - Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For long term insurance contracts & pensions, such as life cover or critical illness, cover is 100% of the claim with no upper limit. Further information about compensation scheme arrangements is available from the FSCS. www.fscs.org.uk.

Product Provider Security

We will use all reasonable skill, care and due diligence to protect your interests and monitor the security of the product providers with which we transact business using information available in the public domain. However, we can give no guarantee of the financial stability of a product provider and we accept no liability for any financial losses or increased costs suffered by you arising from their financial insecurity.

Further information about Fernleigh Wearden & Company Ltd

Who regulates us

'Fernleigh Wearden & Company Ltd' are authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 929372. You can check this, as well as our permitted business, on the FCA's register by visiting the FCA's website, www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Our insurance

The Provision of Service Regulations 2009 require us to make available to our client's information regarding our Professional Indemnity (P.I.) Insurance.

We have Professional Indemnity Insurance cover to protect our business against claims made against us. The cover is for business conducted worldwide excluding the USA & Canada, and as such we will not advise clients who hold residency in these countries.

We comply with the above regulation by displaying the required details of our Professional Indemnity Insurance in our office and will be happy to provide you with a copy of this insurance at your request.

What to do if you have a complaint

If you wish to register a complaint, please contact us:

In writing: Fernleigh Wearden & Company Ltd, Highfield, Langley Lane, Goosnargh, Preston PR3 2JP

By phone: 01772 864314.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk or by contacting them on 0800 0234567. If your complaint is in connection to a pension, you may be able entitled to refer this to The Pensions Ombudsman at www.pensions-ombudsman.org.uk or by contacting them on 0800 917 4487.

Client Agreement for Investments & Insurances

Our services - **Fernleigh Wearden & Company Ltd** is able to act on your behalf in advising you on investments and non-investment insurance contracts.

Client Classification - We treat all our clients as “Retail Clients” unless you request otherwise. This means you are provided with the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

Our Recommendations - Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you want to consider. We will confirm our recommendations to you in a suitability report along with details of any special risks associated with the products recommended. We reserve the right to decline to advise you and/or refuse to proceed with your instructions should you go against our recommendations or wish to proceed with any transactions with which we do not agree.

Conflicts of Interest - Any advice we provide will be in accordance with that disclosed. Occasions may arise where we or one of our clients have some form of interest in business being transacted by you. If this happens or we become aware that our interests or those of one of our client's conflict with your interests, we will write to you and obtain your consent before we carry out your instructions and detail the steps we will take to ensure fair treatment. The rules of our regulator, the Financial Conduct Authority, prohibit us from accepting any payment (whether monetary or not) which is likely to conflict with our duty to our clients.

Code of Ethics – We are committed to setting and maintaining the highest professional standards in financial services. As such, our code of ethics requires our staff to:

- Comply with the code of ethics and all relevant laws and regulations
- Act with the highest ethical standards and integrity
- Act in the best interests of each and every client
- Provide an exemplary standard of service at all times
- Treat clients fairly in line with the ‘Treating Customers Fairly’ standards.

Service and Standards - We are committed to providing the highest standard of financial advice and service. Your interests are very important to us and for any advice or service we provide we will:

- be open, honest and transparent in the way we deal with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon where possible. Promptly includes replies during office hours;

Our Investment Services and Costs - It is very important that you keep this document and if you have any questions you contact us immediately.

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

Communication and Documentation – All communication and documentation will be provided in English unless agreed otherwise.

Cancellation rights - In most cases you can exercise a right to cancel by withdrawing from the contract. Generally, you will normally have a 30 day cancellation period for a life, pure protection, payment protection or pension contracts and a 14 day cancellation period for all other contracts. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you. If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Client money - Fernleigh Wearden & Company Ltd is not permitted to handle client money or handle cash. We cannot accept money intended to be invested on your behalf. We can only accept money intended as a fee for our services.

Documentation - All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

Instructions - We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We may, however, accept oral instructions provided they are confirmed after in writing in certain situations.

True Potential Adviser Services - Fernleigh Wearden & Company Ltd pays a fee to True Potential LLP to use their compliance services and their operational back office system. This additional benefit has no influence nor bearing on any advice we provide but use of the system does enhance the quality of the service we provide to you.

Data Protection - The information you have provided is subject to the General Data Protection Act 2018 (the "Act"). By signing this document, you consent to us or any company associated with us (i.e. product or platform providers) processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information.

The information provided may also contain sensitive personal data for the purposes of the Act, including information relating to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, please contact The Data Protection Officer on **01772 864314** or in writing to **Highfield, Langley Lane, Goosnargh, Preston, Lancs, PR3 2JP**.

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose associated with the service we provide. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary.

If we provide you with financial advice, your data will be kept in accordance with FCA regulatory expectations, which in some cases mean the duration could be indefinite. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You will not be charged a fee, however we do reserve the right to charge a reasonable fee where requests are excessive.

Data Processing - Your data will be lawfully and fairly processed in a transparent manner. It will be collected on the grounds of explicit and legitimate purposes only. We will only ask for your data when necessary and explain if data will be shared and how long it will be kept.

Your rights - You have the right; to be informed, of access, of rectification, to erasure, to restrict processing, to data portability, to object, to automated decisions and profiling, to complain.

Complaints - If you believe that your data has been wrongfully processed, stored or handled, you have the right to raise this with the Information Commissioner's Office. Details can be found here; <https://ico.org.uk/for-the-public>

Anti-money Laundering - We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose, we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the point of the advice.

Law - This client agreement is governed and shall be construed in accordance with **English** Law and the parties shall submit to the exclusive jurisdiction of the **English** Courts.

Changes in the Law – We will not accept responsibility if you act on advice previously provided to you without first confirming with us that the advice is still valid in light of any change in the law or your circumstances.

Force Majeure – Fernleigh Wearden & Company Ltd shall not be in breach of this agreement and shall not incur any liability to you if there is failure to perform our duties due to circumstances which could reasonably be shown to be beyond our control.

Internet / Email Communication – We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending and receiving sensitive information relating to your financial affairs are borne by you. If you do not agree to this, you must notify us in writing that email is not an acceptable form of communication. It is your responsibility to have anti-virus software/perform anti-virus checks on emails received. We recommend that you use the secure messaging facility provided to you via your True Potential log in page for existing investment and pension clients. Please ask us to demonstrate this to you if you are unsure how to use this.

Money Laundering / Proceeds of Crime Act

We are required to verify your identity in accordance with JMSLG rules and guidance. As such, no investment will be made until verification and documentation has been obtained by us.

We have a duty of care to report to the National Crime Agency if we know or suspect that a client is involved in money laundering. We will do this without your consent or knowledge, and we will not discuss this with you.

Conclusion - Unless otherwise agreed, the information covered in this document will apply to any future instructions you give to us. Your continuing instructions in this matter will amount to your acceptance of these Terms and Conditions of Business. Even so, we ask that you please sign and date a copy of this letter and return it to us as soon as possible. We can then be confident that you understand the basis on which we will act on your behalf.

We hope that, by sending this letter, we have addressed your immediate queries about the day to day handling of your work and our Terms of Business. If you still have any queries, please do contact us.

Declaration & Client consent - This is our standard client agreement upon which we intend to rely. For your own benefit and protection, you should read this 'Terms of Business' document carefully before signing it. If you do not understand any point please ask for further information. Please confirm to us in writing if you do not consent to us or any company associated with us processing any sensitive data as described above.

By signing below, you are confirming;

- your acceptance to this agreement, and this agreement will remain effective until it is cancelled or replaced.
- That you have read and understand the information in this document.
- That this document reflects the services you have asked me to provide to you.

Client 1 Name:

Client 1 Signature:

Client 2 Name:

Client 2 Signature:

Address:

Adviser Full Name:

Adviser Signature:

Date: