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# Terms of Business

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Cornell and Company Financial Planning is a trading style of Cornell Financial Ltd (Registered Office - 1 St. Michaels Court, Brunswick Road, Gloucester, GL1 1JB) which is an Appointed Representative of Quilter Financial Services Ltd and Quilter Mortgage Planning 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 and 440718.

Cornell Financial Ltd is also registered on the FCA Register with Firm Reference Number: 683839

- 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 Service'. In case of any ambiguity between the documents, this 'Terms of Business' will take precedent
- 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

Insurances	
<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	You will not receive advice or a recommendation from me. I may ask some questions to narrow down the selection of products that I will provide details on. You will then need to make your own choice about how to proceed.
Mortgages	
<input checked="" type="checkbox"/>	I will advise and make a recommendation for you after I have assessed your needs.
<input type="checkbox"/>	You will not receive advice or a recommendation from me. I may ask some questions to narrow down the selection of products that I will provide details on. You will then need to make your own choice about how to proceed.
Investments	
<input checked="" type="checkbox"/>	Advice – I will advise and make a recommendation for you after I have assessed your needs.
<input type="checkbox"/>	No advice – You will not receive advice or a recommendation from me. I may ask some questions to narrow down the selection of products that I will provide details on. You will then need to make your own choice about how to proceed.

## Confirmation of whose products we offer

Insurances	
<input type="checkbox"/>	We offer Life, Critical Illness, Private Medical Insurance, Income Protection, Whole of Life and General Insurance products from a range of insurers.
<input checked="" type="checkbox"/>	We offer products from the whole of the market based on a fair and personal analysis of the market for Private Medical Insurance.
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	We offer General insurance products Paymentsshield. If Paymentsshield cannot insure you for Buildings and Contents, we may use a range of other providers.
Mortgages	
<input checked="" type="checkbox"/>	<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 second charge mortgages or bridging loans. Where clients have a need for these types of loan, we will refer you to a specialist broker</p>
<input checked="" type="checkbox"/>	<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 second charge mortgages or bridging loans. Where clients have a need for these types of loan, we will refer you to a specialist broker</p>
<input type="checkbox"/>	We only offer mortgages from a limited number of lenders.
<input type="checkbox"/>	We only offer mortgages from a single lender
Lifetime Mortgage and Home Reversion Schemes	
<input checked="" type="checkbox"/>	We offer lifetime mortgages and home reversion plans from the whole market.
<input type="checkbox"/>	We only offer mortgages from a limited number of lenders.
<input type="checkbox"/>	We only offer mortgages from a single lender
Investments	
<input type="checkbox"/>	Independent advice – My recommendation will be based on a comprehensive and fair analysis of the market and include a sufficient range of financial instruments, structured deposits, and other retail investment products.
<input checked="" type="checkbox"/>	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.

## Confirmation of what you will pay for our services

<b>Insurances</b>
<p> No fee for life assurance, critical illness, income protection, accident, sickness and unemployment, home insurance, and private medical insurance. We will be paid by commission from the company, that has already been included in the premium.</p> <p>You will receive a quotation which will tell you about any other fees relating to any insurance policy. You may be asked to sign an agreement to maintain the premium on any policy recommended for a minimum specified period.</p>
<b>Mortgages</b>
<p> A fee of a maximum 1% of the mortgage amount for advice, research, recommendation, and implementation for Residential, Consumer Buy to Let and Business Buy to Let mortgages.</p> <p>On a loan of £100,000 this would equate to a maximum £1,000. Of this fee, a maximum of £495 may be payable upfront with the balance payable on completion of the mortgage (subject to a minimum fee of £400). 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). We will also be paid by commission from the lender.</p> <p>You will receive a key facts illustration when considering a mortgage, which will tell you about any fees relating to it.</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 we charge you a fee, and your mortgage does not go ahead, you will receive no refund.</p>
<p> If you ask us to refer you to a specialist broker for second charge lending and/or bridging loans we will receive a payment from the broker if they arrange a loan for you.</p> <p>The amount of the payment will vary according to circumstances but will typically be 1% of the loan.</p>
<p><b>Message from the Financial Conduct Authority</b></p> <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>
<b>Investments</b>



Standard Fees – where you wish to take advantage of our full advice process, or our ongoing service options. These are shown by way of an **Implementation Fee** and **Ongoing Service Fees**.

The fees are raised when the investment is made, and it is likely that no VAT is due. As your adviser I will be paid by you for the advice I give you both initially and ongoing.

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:-

#### Implementation Fee

When our work involves investing a lump sum of money, our typical fees for planning, production and implementation of a financial strategy are calculated as follows:

- 4.5% on first £150,000,
- 3.5% on the next £100,000 and
- 2% on any balance
- Subject to a minimum fee of £1350

Our typical charge is 4.5% of the sum invested, which for an investment of:

- £75,000 would be £3,375 and for
- £100,000 would be £4,500

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 12 months are:

- 50% of the first £250 of monthly contributions
- 30% of the next £500 of monthly contributions
- and 10% over £750pm

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 x £150 x 0.5)





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

## Ongoing Service Fees

It is important to regularly review your investments to ensure they remain appropriate for your risk profile and the outcomes you seek, which can change over time. Our Ongoing Service will include an annual or six-monthly Progress Meeting where we will cover:

- assessment and update of your personal circumstances with reassessment of your affordability, budgets, costs, level of protection, goals and objectives, including income and growth requirements.
- reassessment of your attitude to risk/return and market sectors (asset allocation)
- review of investment performance and holdings with valuations, policy information, investment commentary and information regarding regulatory and legislation changes
- review of your personal tax position, including income, capital gains and inheritance tax and assessment of the ongoing suitability of your existing arrangements
- where appropriate, recommendations to keep your plans in line with your objectives. Advice on new investments/savings will be subject to our Initial Advice Fees


You decide the level of service you require which effects the method (face to face, online or telephone) and frequency (annual or 6 monthly) of the offering to suit your lifestyle. 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.

Ongoing Service Offering	High Touch	Standard Touch	Light Touch
Client Services Team Support	✓	✓	✓
Relevant & Pertinent Information	✓	✓	✓
Annual Progress Meeting			
6 Monthly Progress Meeting		✗	✗
<b>Annual Ongoing Advice Fee</b>	<b>1% Minimum £250K FUM</b>	<b>1%</b>	<b>Less Than 1%</b>

### Examples of Ongoing Fee

- If you choose our High Touch service (as detailed above) and your investments are valued at £250,000, our fee is 1%. Therefore, the annual payment to us will be £2,500.
- If we look after you via our Standard Touch service (as detailed above) and your investments are valued at £80,000, our fee is 1%. Therefore, the annual payment to us will be £800.
- If we look after you via our Light Touch service (as detailed above) and your investments are valued at £50,000, our fee is typically 0.5%. Therefore, the annual payment to us will be £250.


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

 Ad Hoc Fees – where you do not wish to subscribe to an ongoing service, we provide many services on an ad-hoc basis. Should you require bespoke work to be carried out, we will be able to tailor a specific service. Our fee may be based on the amount of time involved to undertake work at the rate of £330 per hour.

Based on our experience and the anticipated complexity of your circumstances we will give you an estimate of the cost for pieces of work in advance of starting chargeable work and will not exceed this estimate without your clear agreement.

Travel time is charged if meetings are not held in our offices. If you ask us to stop work after agreeing to these fees you will be invoiced for the time spent on your case before we receive your instructions.

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

 If you ask us to refer you to a specialist Adviser for Defined Benefit advice, we will receive a payment from the Adviser if you proceed with the advice.

The amount of the payment will vary according to circumstances but will typically be 50% of the fee.

### **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.

### **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. We will make reasonable endeavours 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.

#### **Communication**

To provide a high-quality service we will make reasonable endeavours to contact you regarding items we consider of interest to you or make you aware of new opportunities.

#### **Protection**

It is important to ensure your current protection plans and provisions remain in line with your requirements, which may change over time.

#### **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.

## 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 Limited and Quilter Mortgage Planning Limited 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 Services Limited and Quilter Mortgage Planning Limited 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: 0345 136 9292

### 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, Riverside House, The Waterfront, Newcastle upon Tyne, NE15 8NY

**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:

**In writing:** The Financial Ombudsman Service, Exchange Tower. London E14 9SR

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) **Tel:** 0300 1239123 or 0800 023 4567

**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 may NOT be entitled to refer the complaint to the Financial Ombudsman Service.

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 – Cornell and Company Financial Planning

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

1 St. Michaels Court, Brunswick Road, Gloucester, GL1 1JB

**Email:** info@cornellandcompany.co.uk      **Tel:** 01452 309 079

## Our Regulator - The Financial Conduct Authority

Cornell and Company Financial Planning is a trading style of Cornell Financial Ltd (FCA register number is 683839) is an appointed representative of Quilter Financial Services Limited (FCA Register number is 440703) and Quilter Mortgage Planning Limited (FCA Register number 440718) 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 Limited and Quilter Mortgage Planning Limited is advising on and arranging 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 Classification 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".

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, Quilter Financial Planning Limited, Riverside House, The Waterfront, Newcastle upon Tyne, NE15 8NY 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 future Service 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.

### **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.

To cancel these terms of business you should notify us using the contact details above.

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, email and by telephone using the contact details 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.

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 Limited and Quilter Mortgage Planning Limited 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.

### **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 our Client Privacy Notice which can be accessed on our website 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**

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