



# CREDIUS

## Terms Of Business

Credius Wealth Limited  
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Credius is a trading style of Credius Wealth Limited, which is an Appointed Representative of Quilter Financial Services Limited and Quilter Mortgage Planning Limited, who are authorised and regulated in the UK by the Financial Conduct Authority, and registered on the FCA Register as 440703 and 440718 respectively. Credius Wealth Ltd is also registered with Firm Reference Number 542818.

- 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 Mortgage and Protection Services'. 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


<b>Insurance</b>	
<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.
<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.
<b>Mortgages</b>	
<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.
<b>Lifetime Mortgage and Home Reversion Schemes</b>	
<input checked="" type="checkbox"/>	I will advise and make a recommendation for you on lifetime mortgages and home reversion schemes 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.
<b>Investment</b>	
<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 I OFFER

Insurance	
<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 Life, Critical Illness, Income Protection and Whole of Life 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 from Uinsure. *If Uinsure cannot insure you for Buildings and Contents, we may use a range of other providers.
Mortgages	
<b>Residential</b>	
<input checked="" type="checkbox"/>	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.  We do not provide advice on 2nd charge mortgages or bridging loans. Where clients have a need for these types of loan, we will refer you to a specialist broker.
<input checked="" type="checkbox"/>	<b>Business Buy to Let; Consumer Buy to let</b>  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.  We do not provide advice on 2nd charge mortgages or bridging loans. Where clients have a need for these types of loan we will refer you to a specialist broker.
<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"/>	I offer lifetime mortgages and home reversion plans from the whole market.
<input type="checkbox"/>	I only offer lifetime mortgages and home reversion plans from a limited number of lenders. Ask me for a list of the companies I offer products from.
<input type="checkbox"/>	I only offer lifetime mortgages and home reversion plans from a single lender.
Investment	
<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.

## WHAT YOU WILL PAY FOR MY SERVICES

Insurance	
<input type="checkbox"/>	A fee.
<input checked="" type="checkbox"/>	No fee for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance. We will be paid by commission from the company, that has already been included in the premium.
You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.	
Mortgages	
	<p><b>For residential mortgages:</b></p> <p>Fees vary according to individual circumstances, and we will agree our fees with you before we undertake any chargeable work.</p> <p>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>Our fees are as follows:</p> <ul style="list-style-type: none"> <li>• Standard residential mortgage: £895</li> <li>• Standard residential remortgage: £595</li> <li>• Standard residential product switch: £395</li> </ul>
<input checked="" type="checkbox"/>	<p>Any variation to this amount will be confirmed in writing to you before proceeding further, where additional time is required. This may be for example, but not limited to:</p> <ul style="list-style-type: none"> <li>• larger or more complex loans</li> <li>• shared / multiple ownership</li> <li>• help to buy / right to buy</li> <li>• property characteristics impacting lending criteria (e.g. short leaseholds or flood risk)</li> <li>• where your personal situation is more complex regarding income sources, taxation, residence and credit rating.</li> </ul> <p>In these circumstances, we reserve the right to charge 0.25% of the loan, subject to a minimum equivalent to the standard fee, plus £250 (e.g. the minimum for a remortgage would be £595 plus £250 = £845). Please note these minimums are subject to not being more than 2% of the loan amount.</p> <p>Our fee is payable before any chargeable work is carried out, and prior to mortgage application.</p>

	<p><b>Should you wish you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.</b></p> <p><b>NB- The amount of commission will vary depending on individual circumstances; the lender and product. The exact amount of the commission will be explained to you before you apply for a loan.</b></p>
	<p><b>For Business loans: Business Buy To Let; Consumer Buy To let:</b></p> <p>Fees vary according to individual circumstances, and we will agree our fees with you before we undertake any chargeable work.</p> <p>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>Our fees are as follows:</p> <ul style="list-style-type: none"> <li>• Standard buy to let mortgage: £895</li> <li>• Standard buy to let remortgage: £595</li> <li>• Standard buy to let product switch: £395</li> </ul> <p>Any variation to this amount will be confirmed in writing to you before proceeding further, where additional time is required. This may be for example, but not limited to:</p> <ul style="list-style-type: none"> <li>• larger or more complex loans</li> <li>• professional landlord / limited company</li> <li>• multiple ownership</li> <li>• property characteristics impacting lending criteria (e.g. short leaseholds or flood risk)</li> <li>• where your personal situation is more complex regarding income sources, taxation, residence and credit rating.</li> </ul> <p>In these circumstances, we reserve the right to charge 0.5 % of the loan, subject to a minimum equivalent to the standard fee, plus £250 (e.g. the minimum for a remortgage would be £595 plus £250 = £845). Please note these minimums are subject to not being more than 2% of the loan amount.</p> <p>Our fee is payable before any chargeable work is carried out, and prior to mortgage application.</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>

<input checked="" type="checkbox"/>	If you ask us to refer you to a specialist broker for 2nd charge lending, we will receive a payment from the broker if they arrange a loan for you. The amount of the payment will vary according to circumstances but will typically be 35% of the broker fee amount. The broker fee is 4.00% of the loan amount subject to a minimum of £500 and a maximum of £2,000 (e.g. £2,000 is 4% on a loan of £50,000).
<b>Lifetime Mortgage and Home Reversion Schemes</b>	
<input checked="" type="checkbox"/>	A fee of £1,495 payable at the outset. I will also be paid by commission from the lender.
You will receive a mortgage illustration when considering a particular mortgage, which will tell you about any fees relating to it.	
<b>Refund of mortgage fees</b>	
If we charge you a fee, and your mortgage does not go to offer stage, you will receive:	
<input type="checkbox"/>	A full refund if the lender rejects your application.
<input checked="" type="checkbox"/>	No refund.

### Message from the Financial Conduct Authority

**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.**

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

## FINANCIAL PLANNING FEES – STANDARD

As your adviser I will be paid by you for the advice I give you.

This is split in to 2 parts, initial advice fees and ongoing advice fees. These are detailed in separate sections below.

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

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

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

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

### Initial Advice Fees

The sections below set out the different ways in which I can calculate the correct level of fee for the initial advice. Only one of these will apply and once I have a better understanding of your situation, I will confirm the appropriate fee structure and be able to give you the actual fee amount that will apply to you.

#### A. When a Lump Sum is invested

The fee is calculated according to the size of the transaction, as set out below:

Tiers		Fee %
From	To	
£0	£150,000	3.5%
£150,000	£250,000	2.0%
£250,000	above £250,000	1.0%

Our typical fee is 3% of the sum invested.

For an investment of

- £100,000 would be £3,500 (3.50%)
- £250,000 would be £7,250 (2.90%)
- £600,000 would be £10,750 (1.79%)

And is subject to a minimum of £1,750 for a new client (equivalent to 3.5% of £50,000)

As there is a minimum amount of work involved with even relatively small sums to be invested, the percentage is typically higher for smaller investments, such as with an ISA.



## B. Should you invest through regular monthly contributions

Our range of fees taken over 12 months are:

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

Our typical fees are 50% of the first year's contributions, which for a regular contribution of:

- £150 per month would equate to £900 ( $12 \times £150 \times 50\%$ )
- £300 per month this would equate to £1,680 ( $12 \times £250 \times 0.50\%$  plus  $12 \times £50 \times 30\%$ )

### Minimum Fees & VAT

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

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

If you ask us to stop work after agreeing to these fees you will be invoiced a minimum fee of £750.

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

### Family discount

We also offer discounts on implementation fees for family members of 12.50% on your first implementation fee, and minimum fees do not apply on implementation or ongoing service fees. Thereafter you benefit from the 'existing client loyalty scheme'.

A family member includes a person's parents, spouses, siblings, children, grandparents and grandchildren, whether connected by birth, adoption, guardianship, marriage, civil partnership or cohabitation.

### Existing client loyalty scheme

We are committed to treating clients fairly. Our research has shown that the time it takes to work with a new client is longer than an existing client, mainly related to getting to know them to advise them comprehensively.

To reflect that and to reward the loyalty of our existing clients, we offer them the following:

1. Reductions on initial advice / implementation fees by aggregating existing and proposed monies together. We combine (a) the value of the investments you already have with us with (b) any proposed new monies, as we offer

comprehensive advice to all our clients, so that we reduce the errors associated with viewing things in isolation.

You gain by potentially reducing the amount of initial fees you pay, as the more you have with us, the lower the initial fee.

2. The removal of minimum fee levels for implementation and ongoing fees for existing clients.

For example, if you wish to add another £100,000 to your investments, then the standard fee payable is 3.5% of £100,000 which equals £3,500 (see standard fees section). However, let's see how that works in three separate scenarios:

➤ *Scenario A*

You already hold £250,000 with us, so the additional £100,000 moves into the fee tier above, and now attracts a reduced fee of 2.36% of £100,000 which equals £2,357 instead of £3,500 (a saving of £1,143).

➤ *Scenario B*

You already hold £500,000 with us, so the additional £100,000 moves into the fee tier above, and now attracts a reduced fee of 1.79% of £100,000 which equals £1,792 instead of £3,500 (a saving of £1,708)

➤ *Scenario C*

You already hold £1,000,000 with us, so the additional £100,000 moves into the fee tier above, and now attracts a reduced fee of 1.43% of £100,000 which equals £1,432 instead of £3,500 (a saving of £2,068).

An existing client is defined as:

"A client who has implemented mortgage business with your adviser in the last 3 years, or a non-mortgage client who has affected a plan where we had received ongoing income (trail commission or fee) in the previous 12 months."

### **Professional adviser referral scheme**

We believe it is in your interests that your professional advisers (for example, from solicitor or accountant) are in communication with us and are offering integrated advice. Additionally, this serves to save an element of marketing costs for our firm, and we wish to pass this on to you.

If you come to us from a professional introducer with whom we have an established introducer agreement there is a discount on your first implementation fees of 12.50%, and thereafter you move into the 'existing client loyalty scheme.'

## ONGOING SERVICES & FEES – INVESTMENTS

Your ongoing fees contribute towards the maintenance and integrity of your investments as well as contributing to various FCA and industry levies. Set out below are the detailed elements for the indicative levels of ongoing service that we deliver to our clients. You can if you wish to, add or enhance levels of service with your adviser if you feel appropriate. Our fees for these services can be seen below and relate to total household funds under advice.

At an annual advice review meeting, we will cover:

- Assessment of personal circumstances. Review of your goals & objectives
- Reassessment of your attitude to investment risk/return & market sectors (asset allocation)
- Review of investment performance & holdings
- Utilise the right tax wrappers, ownership, and tax allowances available to you
- Valuations & investment commentary
- Where appropriate, recommendations to keep your new/ existing plans in line with your objectives

Advice on new investments/savings will be subject to our initial fees as shown under our Investment fees – standard section earlier. Service will include recommending changes to existing investments to help meet your goals at an acceptable level of investment risk, providing fund analysis and valuations and a wide range of associated ad hoc services.

Ongoing Service Offering	Included
Keeping you informed with pertinent and relevant information	YES
Annual valuation of plans invested via Credius Wealth	YES
Access to the unique Quilter Financial Planning investment matrix	YES
Annual written report to provide ongoing suitability of advice check including full valuations of all your holdings and performance review	YES
One withdrawal per annum included. Each additional withdrawal in any year are individually charged on a time cost basis	YES
Telephone and email access to your adviser included	YES
Option of an annual telephone review of your plans	YES
Annual Face-to-Face review meeting, including financial planning	YES
Liaising with your other professional advisers i.e. legal, accountancy without extra charge	YES

## Ongoing Fees

<b>1.0%</b>	On the first £350,000 of funds
<b>0.8%</b>	Between £350,001 and £1,000,000 of funds*
<b>0.72%</b>	Between £1,000,001 and £2,000,000 **

\*Above £500,000 includes Lifestyle Cashflow Forecasting, which is usually charged at £3,000 plus VAT

\*\* For amounts above £2,000,000, we reduce the ongoing fee by 10% in tiers of £1,000,000. For example:

- For funds between £2,000,000 and £3,000,000 the fee for the total is 0.65% (0.72% - 10%)
- For funds between £3,000,000 and £4,000,000 the fee for the total is 0.58% (0.65% - 10%)
- For funds between £4,000,000 and £5,000,000 the fee for the total is 0.52% (0.58% - 10%)  
...and so on.

## Examples of Ongoing Fees

- If we look after you via our Ongoing Service Arrangement (as detailed above) and your investments are valued at £300,000, our fee is 1.0%. Therefore, the annual payment to us will be £3,000, paid in 12 monthly instalments of £250 per month.
- If your investments are valued at £600,000, our fee is £5,500 which is 0.92% (calculated as £350,000 @ 1% = £3,500 plus the remaining £250,000 @ 0.8% = £2,000). Therefore, the total annual payment will be £5,500, paid in 12 monthly instalments of £458.33 per month.
- If your investments are valued at £1,200,000 our fee is £10,140 which is 0.84% (calculated as £350,000 @ 1% = £3,500, plus the next £650,000 @ 0.8% = £5,200, plus remaining £200,000 @ 0.72% = £1,440). Therefore, the total annual payment will be £10,140, paid in 12 monthly instalments of £845 per month.

Please note that as the fee is charge as a percentage of the investment value, the actual amount we received will fluctuate in line with the value of your portfolio. Alternatively, for clients and their families with more complex financial arrangements likely to need a range of support services over time such as IHT planning, remortgaging, taking retirement benefits over time and regular cash flow monitoring, we may agree a monthly retainer that reflects the service required, paid by standing order or direct debit. A typical fee will be £500 per month. Details are available on request.

## 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 2.0% - 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.

### AD HOC FEES/ OR WHERE NO ONGOING SERVICE IN PLACE

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

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

Based on our experience and the anticipated complexity of your circumstances we will give you an estimate of the fee for pieces of work in advance of starting and will not exceed this estimate without your clear agreement. Travel time is charged if meetings are not held in our offices.

Lifestyle cashflow planning	£3,000
Financial health check including estate planning	£3,000
Pension / retirement health check	£1,500
Pension switch analysis for defined contribution schemes - additional research fee per existing pension scheme	£1,500 £750
Set up of pension per scheme	£1,275
Set up of ISA or collective investment per scheme	£750
Advice on withdrawing money from your retirement funds	£750
Ad hoc hourly fees - Diploma adviser	£330
Ad hoc hourly fees - Paraplanner and support	£150
Ad hoc hourly fees – travel and administration	£80
Additional reviews per year	£500
Additional cost per hour if additional work is required for complex cases	£200
Implementation fees	Standard fees

Any other service not detailed above will be priced individually based on its complexity and the time it will take to deliver.

Example 1: a client wishes to understand all their current assets and liabilities and their suitability for their investment objectives, with no wish to implement new plans, and does not wish to be part of our ongoing advice service = 'Financial health check 'to review your financial planning, confirm your existing provisions, and identify areas of need and/or concern @ £3,000 plus VAT#.

Example 2: a client has invested £50,000 with us and did not wish to be part of our ongoing advice services. Should the client ask for further advice on the original investment in the future, the fees from the table that would typically apply are: 'Additional reviews per year' @ £500 plus VAT.

Should implementation of advice also be required, standard implementation fees apply, subject to a check that the total fees payable still represent fair value.

**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.**

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

### **MORTGAGE & PROTECTION ONGOING SERVICES & FEES**

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

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

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

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

## 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 (NMPIs), 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: 020 7562 5858.

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

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

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

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

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

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

The Financial Ombudsman Service can be contacted as follows: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone 0300 1239123 or 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You should note that if your product is not regulated by the FCA (for example, a buy-to-let mortgage), you 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.

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

Credius Wealth Limited  
Senator House, 85 Queen Victoria Street,  
London, EC4V 4AB  
Tel: 020 7562 5858  
Email: [info@credius.com](mailto:info@credius.com)

### **Our Regulator - The Financial Conduct Authority**

Credius Wealth Limited (FCA Register Number 542818) is an appointed representative of Quilter Financial Services Limited (FCA Register Number 440703) and Quilter Mortgage Planning Limited (FCA Register Number 440718) of Senator House, 85 Queen Victoria Street, London, EC4V 4AB which are 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 Categorisation Levels For Your Protection**

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

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

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

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

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 Sunderland, SR43 4JR or using the contact details above.

### **Client Money Peace of Mind**

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

### **Your Duty of Disclosure**

Any financial advice we provide will be based on your personal financial circumstances and objectives. It is important that the information you give us is both accurate and a true reflection of your current circumstances.

It is your responsibility to provide complete and accurate information to a provider (a provider being for example, an organisation that provides insurance, mortgage, or investment related plans).

It is important that all statements made on any proposal form, or on any additional documentation are full and accurate.

Please be aware that if you fail to disclose any relevant information, or any change of circumstances to a provider, then the terms of your desired plan may be invalidated (e.g. an insurance claim may not be paid). We strongly recommend that the information you provide is checked thoroughly prior to submission.

### **Client Risk**

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

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

Any 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**

Full details of the final Advice will be provided in the Suitability Advice Report. Details of any fees payable and future service agreements will be provided in the '**Authority to Proceed**' document prepared for you by your Adviser. You will be asked to sign and return a copy of this document to confirm your understanding and acceptance of the arrangements.

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

### **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 Refund of mortgage fees above.

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

### **Language**

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

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.

### **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.

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.

### **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 offer a range of pension, protection and investment solutions through both a UK and International platform. This may 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 foot-print 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.

### **The Data Protection Act 2018**

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

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

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

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

### **Your rights and how to contact us**

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

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

**Accessibility**

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

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