



TERMS AND CONDITIONS OF BUSINESS

This document is issued on behalf of Gale and Phillipson (G&P) of Gallowfields House, Fairfield Way, Richmond, DL10 4TB. We can be contacted by telephone number 01609 760960 or 01748 825971 or by email on advice@galeandphillipson.co.uk.

CONFIRMATION OF AGREEMENT

We will ask you to sign a fee agreement or application form to commence any of our services. By signing these documents, you will be deemed to have accepted these Terms and Conditions of Business and other important documents. You should therefore consider these documents carefully and ask us if you require further information. We will also ask you to confirm that you are aware of how we will use your personal information, which is described in detail in these Terms and Conditions.

COMMENCEMENT AND OPERATION OF TERMS AND CONDITIONS

These Terms and Conditions commence on the date of receipt. They explain the general conditions, principles and legislation which cover how we work with you. Specific services are described in separate Service Descriptions which override these Terms and Conditions if there is a conflict.

VARIATIONS TO TERMS

We can change our agreements with you without your consent. Changes will apply to future services we supply to you and not to past services. Where we wish to increase charges we will notify you in advance so as to allow you to decide whether you wish to carry on with the service before any increases are applied. Other material changes to terms will be notified periodically. Current and past Terms and Conditions, Service Descriptions, and other relevant documents are available upon request.

AUTHORISATION STATEMENT AND PERMITTED BUSINESS

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services.

Gale and Phillipson is a trading name of Gale and Phillipson Ltd and its subsidiaries Gale & Phillipson (Life & Pensions) Ltd and Gale & Phillipson (Financial Management) Ltd. Our Registered Office is Gallowfields House, Fairfield Way, Richmond, North Yorkshire, DL10 4TB. Gale and Phillipson Ltd, Gale & Phillipson (Life & Pensions) Ltd and Gale & Phillipson (Financial Management) Ltd are all authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Register numbers are 431387, 142752 and 195080 respectively. The permitted business of all three companies is advising on and arranging Savings, Investments, Pensions and Non-Investment Insurance. In addition, Gale and Phillipson Ltd is permitted to manage investments and Gale & Phillipson (Life & Pensions) Ltd is permitted to advise on and arrange Mortgages. You can check this information on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. The Financial Conduct Authority can also be contacted at 25 The North Colonnade, Canary Wharf, London, E14 5HS.

Not all of our services are regulated by the FCA. Service Descriptions for different services specify which are regulated by the FCA and which are not.

CLIENT CATEGORISATION

We will treat you as a retail client for investment purposes and as a consumer for insurance purposes unless we notify you in writing to the contrary. This means that you receive the highest level of protection under the regulatory system. This includes access to the Financial Ombudsman Service. If we do not categorise you as a retail client, you may ask us to. However if you do not meet the normal criteria for a retail client, even if we agree to treat you as a retail client you may not have a right to access the Financial Ombudsman Service.

OUR CORE SERVICES

We offer an initial discussion (without charge) in which we explain our services and payment options. If you decide to proceed, we:

- Gather and analyse personal financial information about you and your needs and objectives;
- Recommend and discuss any action we think you should take and, with your agreement, arrange relevant solutions for you.

We offer two main types of financial planning service:

- **Transactional Service** – Where we provide standalone advice and recommendations (but no ongoing advice).
- **Partnership Service** – Where we provide ongoing financial planning advice.

We also offer a number of ongoing investment management services:

- **Personal Managed Portfolio (PMP)** – our discretionary investment management service
- **Structured Investment Management Service (SIMS)** – our ongoing advisory investment management service
- **Dynamic Cash Management (DCM)** – our cash management service

These services are explained in more detail in brochures and Service Descriptions.

SCOPE OF SERVICE

We provide Independent advice. This means that we advise and make a recommendation for you after we have assessed your needs. Our recommendations are based on a comprehensive and fair analysis of the market for pensions and investments and for the non-investment insurance products that we deal with including Life Assurance, Permanent Health Insurance, Critical Illness Cover, Private Medical Insurance, Shareholder Protection Cover and Buildings & Contents Insurance.

Where we manage investments on your behalf on a discretionary basis, we provide you with regular statements showing the performance of the funds we are responsible for managing. For all other services we will tell you whether any ongoing performance reporting will be included

as part of the service, what this will include and when the performance reports will be provided.

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

We may also, on occasion, advise on other financial products which are not regulated by the FCA. The Financial Services Compensation Scheme does not apply to any of these products.

Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may not be possible to deal in the investment or obtain reliable information about its value.

Products we arrange for you will be kept under review only as part of an agreed ongoing service for which you agree to pay. Our relevant Services Descriptions detail which of our services are ongoing services. Any ongoing service to be provided will be agreed and confirmed with you in writing via a separate agreement. For one off services, where further advice is required we will be pleased to provide this to you. This may incur a further fee which we will agree with you at the time.

HOME FINANCE AND MORTGAGES

We advise on mortgage products from the whole of the market. This means that we source the recommended mortgage from a range of mortgages available to intermediary firms. Some lenders offer products directly to the public, rather than via an intermediary firm, sometimes with more favourable terms. Our recommendations to you are based on the most suitable mortgage product available to intermediary firms. If there is a particular mortgage product that you are aware of which is available directly from a lender that you wish us to review and comment on, we are happy to do so. We may charge you a fee for providing advice in relation to this but would agree this with you at the time.

YOUR AIMS AND OBJECTIVES

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. With very few exceptions, we will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

ACCOUNTING TO YOU

We will issue any documentation/recommendations and any other communication to you in English and arrange for your investments to be registered in your name unless you instruct us otherwise. Documents showing ownership of your investments will be forwarded to you within a reasonable period of receiving them. For documents relating to a series of transactions, we normally hold each document until the series is complete then forward them to you. We may send cheques, policy documents etc by post to your last known address. We are not liable if documents go missing because you have not told us of a change of address. We will record all transactions on our files which, along with copies of relevant documentation, will be retained by us for a period of not less than six years. You have a right to inspect copies of contract notes, vouchers and entries in our books or computerised records relating to your transactions. As client records are confidential, we may make copies of your records rather than allowing you to inspect originals if to do otherwise would allow access to records of other clients.

BEST EXECUTION

In executing or submitting applications on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you in terms of best execution. This is detailed in our Best Execution Policy which is available upon request.

RESTRICTIONS

Unless advised to the contrary, we will assume that you wish to place no restrictions on the types of investment we may recommend and in which you may subsequently invest. We will also assume that you wish to place no restrictions on the markets in which transactions are to be executed.

RISK WARNINGS

All investments carry a degree of financial risk. Investments can fall in value as well as rise and you may not get back the full amount invested. The price of investments we recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside your control. Past performance is not necessarily a reliable guide to future performance. Specific warnings relevant to the investments or investment strategies we recommend will be confirmed to you in your Financial Planning Report.

Where we provide investment advice we will explore your attitude to risk and capacity for loss during our discussions and we will confirm these to you. Although we will also explain risks of any product recommended as part of our advice process, you should always ensure you have understood the risk associated with the product/service and that you are comfortable with both the associated level of risk being taken and your willingness to accept any potential losses with the investments concerned. If you are unsure about the way the product or recommendations works, or require any further clarification, please ensure that you raise this with your adviser.

LEGAL AND ACCOUNTING MATTERS

Neither Gale and Phillipson nor its employees are qualified to provide legal or accounting advice or to prepare legal or accounting documents. The onus is on you to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

CLIENT MONEY

We are not permitted to hold client money and cannot accept cheques made out to us (unless they are in settlement of our fees or expenses). Please make cheques for insurance or investment products payable to the insurer or investment provider. We may control clients' money when providing our discretionary investment management services.

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 beginning. We cannot provide services to you until your identity has been verified. We will not be liable for any losses resulting from delays in verifying identity.

ADVICE AND INSTRUCTIONS

We will generally give all advice in writing. If exceptionally we give verbal advice, we will confirm it in writing. We may, at our discretion, refuse to accept your instructions although such discretion shall not be exercised unreasonably.

TREATING CUSTOMERS FAIRLY

We are committed to providing the highest possible levels of service to our clients. As part of this we wish to ensure you understand the services we provide and their associated costs. This should allow you to make an informed decision about the services you wish to purchase. This empowerment forms part of our ethos and culture. This ethos carries over into our recommendations where we will provide you with the necessary information to enable you to make informed decisions as to the approach to take to achieve your objectives. We have embraced the Financial Conduct Authorities 'Treating Customers Fairly' principle and would welcome any feedback you have on any element of our service that justifies comment, whether positive or negative. This will help us to ensure we are providing the services clients require and improve upon any areas about which you may have a concern.

Please feel free to speak to your adviser or ask to speak to a member of the G&P management team at any time.

CONFLICT OF INTERESTS

We will endeavour always to act in the best interests of you our client. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients 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. In some cases we may be unable to provide services to you. In dealing with any conflicts fairly we will follow our Conflicts of Interest Policy, a copy of which is available upon request.

In accordance with the rules of our regulator, the FCA, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to our clients.

PROFESSIONAL INDEMNITY INSURANCE

Gale and Phillipson shall at all times maintain professional indemnity insurance to at least the minimum level specified by the FCA. This can help us to meet liabilities that might arise in respect of services we provide to you.

TERMINATION

You or we may terminate our authority to act on your behalf at any time, without penalty, in accordance with any cancellation terms and conditions above. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination does not affect any transactions already initiated which will be completed according to these terms and conditions unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees outstanding. Where we provide a variety of services covered by different Service Descriptions, each of the services can be terminated separately. Any notice of termination should specify which services are being terminated and the date the termination takes effect.

HOW WE CHARGE FOR OUR SERVICES

We charge for our services in various ways. We discuss these options with you before you make any commitment.

For any Initial Service (including work on the Transactional Service) all fees and any applicable VAT will be fully disclosed formally in the Service and Fee Agreement which we will ask you to sign before we undertake any work as confirmation of your understanding of the service you have asked Gale and Phillipson to provide and the associated cost of those services. Any agreed fee will also be confirmed in writing in your Financial Planning Report or relevant product disclosure documentation. Where we receive any initial commission as a result of providing a service to you, we will tell you. It will be rebated to you or used to meet the cost of our services to you.

INITIAL SERVICE

These fees are for standalone advice and transactions. They do not cover the cost of any ongoing advice services (which are detailed below). The rates and fees quoted below do not include VAT. We will tell you if you have to pay VAT.

Payment Method	Explanation
(1) Percentage of investment or pension funds	<p>The level of fee depends on the type and complexity of work undertaken and the amount of the investment. Your adviser will discuss, explain and agree the level and type of advice required. The fee will be detailed in your Service and Fee Agreement. We will not charge you until we have agreed with you the amount we are to be paid.</p> <p>This payment method may be subject to VAT, which will be payable in addition to the amounts shown.</p> <p><u>Examples</u></p> <p>For simple advice on a top-up investment of £30,000, a fee of 2% of the amount invested might be agreed, giving a total fee of £600.</p> <p>For relatively simple advice on a new investment of £75,000, a fee of 3% of the amount invested may be agreed, giving a total fee of £2,250.</p> <p>For a fairly complex review of existing investments of £200,000, a fee of 2% of the amount invested might be agreed, giving a total fee of £4,000</p> <p>For complex advice on a new investment of £400,000, a fee of 2% of the amount invested may be agreed, giving a total fee of £8,000.</p>

Payment Method	Explanation																		
(2) Fixed Project or Banded Fees	The type and level of fees depend on the type of work undertaken. Your adviser will discuss, explain and agree the level and type of advice required. The fee will be detailed in your Service and Fee Agreement. We will not charge you until we have agreed with you the amount we are to be paid. This payment method may be subject to VAT, which will be payable in addition to the amounts shown.																		
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	<table border="1"> <thead> <tr> <th>Band</th> <th>Cost</th> <th>Example Project</th> </tr> </thead> <tbody> <tr> <td>'A'</td> <td>£250 - £500</td> <td>Advice on single issues such as investing an annual ISA allowance into an existing ISA or setting up regular premium pension plan.</td> </tr> <tr> <td>'B'</td> <td>£500 - £1,000</td> <td>Advice for straightforward cases, such as small investment portfolios, review and recommendations for simple trusts or annuity advice at retirement.</td> </tr> <tr> <td>'C'</td> <td>£1,000 - £2,000</td> <td>Advice for more typical cases, such as the review of several plans and portfolios, review and recommendations for complex trusts or for equity release products.</td> </tr> <tr> <td>'D'</td> <td>£2,000 - £4,000</td> <td>Advice for complex issues, such as multiple pension switches or transfers, pension income drawdown or inheritance tax planning.</td> </tr> <tr> <td>'E'</td> <td>£4,000 - £8,000+</td> <td>Advice for very complex issues, such as pension splitting, multiple plans and portfolios, complex tax planning or Court of Protection investment reports, or for very large investments.</td> </tr> </tbody> </table>	Band	Cost	Example Project	'A'	£250 - £500	Advice on single issues such as investing an annual ISA allowance into an existing ISA or setting up regular premium pension plan.	'B'	£500 - £1,000	Advice for straightforward cases, such as small investment portfolios, review and recommendations for simple trusts or annuity advice at retirement.	'C'	£1,000 - £2,000	Advice for more typical cases, such as the review of several plans and portfolios, review and recommendations for complex trusts or for equity release products.	'D'	£2,000 - £4,000	Advice for complex issues, such as multiple pension switches or transfers, pension income drawdown or inheritance tax planning.	'E'	£4,000 - £8,000+	Advice for very complex issues, such as pension splitting, multiple plans and portfolios, complex tax planning or Court of Protection investment reports, or for very large investments.
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(3) Commission	<p>This option is only available on products such as life insurance, income protection and critical illness plans ie financial products which have no investment element.</p> <p>We charge for advice on protection policies on the basis of an agreed fixed fee, which will be detailed to you in advance of commencing any services. If VAT is due we will tell you.</p> <p>In some cases, the providers of such policies provide options for initial commission to be paid on the commencement of a new policy. We will discuss with you whether it might be appropriate to choose a policy which pays commission (but will typically have a higher premium) so that the initial commission can be used towards our fee. Where we receive initial commission when you buy or amend an insurance policy, we will pass that commission to you in one or more ways. Our normal approach is to offset commission against our fee. We could use commission to reduce our fees or refund the commission to you. This only applies to initial commissions – renewal commissions will be retained and not used to offset any initial or ongoing fees.</p> <p>We will give you details of all commissions we receive in connection with the policy either with our statement of fees due, or earlier on request.</p> <p>If you choose the option of paying for advice fees by Commission, although you may pay nothing up front that does not mean our service is free. If you proceed with the recommendation, you still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission payable to us. If you do not proceed with our recommendation or if you cancel the policy recommended during the cancellation period, we will charge you the agreed fee and will issue an invoice to you for that amount.</p>																		
	<p><u>Examples</u></p> <p>We will tell you the fee before we commence any work and the amount of commission before you complete the purchase of a product, but you may ask for this information earlier. The amount of our fee will vary depending on the type and complexity of your circumstances and needs. By way of example, a fee typically between £1,000 and £3,500 may be charged for advising on and arranging Life Assurance, Critical Illness cover or Private Health Insurance.</p>																		
(4) A combination of Fees and Commission	In some circumstances, we may agree to charge you a combination of fee and commission. Combinations of the examples above illustrate how this situation works.																		

Important Information about the Initial Service Fee

- The fee will become payable on completion of our work and should be settled within 14 days.
- In respect of any regular premium protection policy which we have arranged for you for which we have been paid by commission, should you subsequently cease to pay premiums on the policy and as a result we are obliged to refund the commission that has been paid to us, you will be charged a fee as explained in the 'Cancellation: Commission Recovery Policy' detailed in these Terms and Conditions.
- The fee can be paid directly to us via cheque, standing order, or BACs. Alternatively, in some cases the fee can be paid via deduction from the product or amount invested if we were to transact and implement any product on your behalf, whereby our fee would be paid to us by the relevant product provider(s). Please note that if you choose to pay by deduction from the product this will reduce the amount left for investment. We do not accept payment by cash.
- Whether or not you buy a product with an investment element (which would typically include investments, pensions and savings) you will pay us an adviser charge for our advice and services; this will normally become payable as a single payment on completion of our work. For insurance products (for example including life assurance and/or critical illness protection) we will also charge a fee for our services whether or not you decide to buy a policy, which would generally become payable on provision of our advice.
- There is no additional cost to you for using a means of distance communication, such as post or email.

ONGOING SERVICES

These fees cover the cost of our ongoing advice and investment management services.

Payment Method	Explanation
(5) Percentage of investment or pension funds	<p>Fees for our ongoing services are determined as a percentage of the value of funds you have invested. The actual percentage depends on the value of funds invested, the services chosen. This payment method may be subject to VAT which will be charged in addition to the percentage figures quoted above.</p> <p><u>Examples</u></p> <p>For an investment of £25,000 covered by our Partnership Service only the fee might be 1%, resulting in an annual fee of $£25,000 \times 1\% = £250$.</p> <p>For an investment amount of £50,000 covered by our Partnership Service <u>and</u> our Structured Investment Management Service (SIMS), the fee for the Partnership Service might be 0.5% together with the investment management fee for SIMS of 0.75%, resulting in an annual fee of $£50,000 \times 1.25\% = £625$.</p> <p>For an investment amount of £100,000 covered by our Personal Managed Portfolio only, the investment fee would be 0.75% resulting in an annual fee of £750.</p> <p>For an investment amount of £200,000 covered by the Partnership Service <u>and</u> SIMS, plus a further amount of £300,000 invested in our Dynamic Cash Management (DCM) service, the fee for the Partnership Service might be 0.5%, and the fee for the SIMS service would be 0.75% giving a fee of $£200,000 \times (0.5\% + 0.75\%) = £2,500$ plus 0.3% for the DCM service giving a fee of $£300,000 \times 0.3\% = £900$. For all three services this gives a total fee of £3,600pa, an average fee of 0.72% pa.</p> <p>For an investment amount of £1m covered by our PMP service only, the fee would be 0.6375% giving a fee of £6,375.</p> <p>For an investment amount of £2m covered by the Partnership Service <u>and</u> our PMP service, the Partnership Service fee might be 0.25% and the PMP fee would be 0.54375% giving a total of $£2,000,000 \times 0.79375\% = £15,875$.</p>

Important Information about the fees for ongoing services

1. 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.
2. The fees listed above can be deducted from your investments or paid directly by you. You should note that when paid through the investments this may reduce your personal tax thresholds and/or exemption levels. Where this could happen we will discuss and agree actions with you and confirm it in your personal Financial Report.
3. There is no additional cost to you for using a means of distance communication such as post or email.
4. You may cancel any ongoing service agreement you have with us at any time as explained under 'Cancellation Rights: Ongoing Service Agreement' in these terms and conditions.
5. For full details of the ongoing services we provide, please refer to the relevant Service Description.

SETTLEMENT OF FEES

Where you pay our fees directly rather than deduction from any plans or investments or by commission, we will issue an invoice for the fees due. All invoices should be settled within 14 days. If payment is not received within 14 days, we reserve the option to charge interest on the outstanding balance, at a rate not exceeding 4% per annum over the Bank of England base rate, to be applied 14 days following the due date. Any decision to charge interest will be notified to you in writing.

Where you have elected to pay the fees by deduction from the investments or commission, but we are unable to arrange this, for example as there is insufficient cash available in the plan, we reserve the right to charge you directly for the outstanding fees.

CANCELLATION RIGHTS: INVESTMENT, PENSION, INSURANCE AND MORTGAGE PRODUCTS

In most cases you can exercise a right to cancel by withdrawing from the contract. You will normally have a 30 day cancellation period for a life, pure protection or pension policy and a 14 day cancellation period for all other products, policies and plans. You will not normally have a right to cancel a mortgage contract unless it is concluded at a distance (ie no face-to-face advice) in which case you may have a 14 day cancellation period.

For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. 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 may not get back the full amount you invested if you cancel the policy.

CANCELLATION: COMMISSION RECOVERY POLICY

If we advise and arrange a policy for you, we may receive initial commission from the provider in payment for our services which may be used to offset the fees payable by you. If you subsequently cease to pay the agreed premiums before the agreed policy end date which results in us refunding some or all of the initial commission which has been paid to us we reserve the right to recover from you an amount equal to the amount we have refunded to the provider. The amount recoverable highlighted on your product illustration as initial commission is the maximum recovery charge payable at the outset of your policy/policies. The amount recoverable will reduce upon payment of each subsequent monthly premium until a maximum payment of 48 monthly premiums is paid. Written details including specific product commission recovery term are available upon request. We have prepared some examples of commission recovery calculation below. Please ensure you have understood all relevant documents in relation to your new policy/policies before giving

us your instructions to commence the cover. The cancellation policy becomes effective and deemed accepted by you upon your instructions to us to commence/put in force the insurance policy that we have advised and arranged for you.

Example 1 – Reducing Commission Recovery Charge	Example 2 – Reducing Commission Recovery Charge
Life Insurance policy initial commission payable - £800	Life Insurance policy initial commission payable - £420
Period in force before cancellation - 6 months	Period in force before cancellation – 36 months
Commission Recovery Charge (48months – 6months = 42/48 x £800) - £700.	Commission Recovery Charge (48months – 36 months = 12/48 x £420) - £105.

CANCELLATION RIGHTS: ONGOING SERVICE AGREEMENT

You may cancel any ongoing service agreement you have with us at any time, although this should be made in writing. Any ongoing fee will cease within 14 days of written notification of cancellation. We will complete any transactions or work that is in progress at that time of the cancellation, unless you do not wish us to do so. We may cancel any ongoing service agreement with you by giving you a minimum of 14 days' notice. No penalty shall be payable on any cancellation but we shall be entitled to remuneration for work undertaken prior to such cancellation. For the avoidance of doubt, if we have analysed your requirements and prepared a recommendation report on your behalf and you decide not to proceed with our recommendation, you will be liable for any initial transaction fee as detailed in this Fee Agreement, which will become due immediately.

DATA PROTECTION

Personal information you provide to us is subject to the Data Protection Act 1998 (the Act). This may include sensitive personal data for the purpose of the Act, such as your physical or mental health or condition. By using our services you consent to us (and any company associated with us) processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management. This processing includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the Financial Conduct Authority 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.

Where other companies provide business services to us, then circumstances may arise which warrant the disclosure of more than just your contact details. On these occasions, you agree that sensitive personal information held by us may be disclosed on a confidential basis, and in accordance with the Act, to such parties. This may include 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 responsible steps to ensure the privacy of your information.

We may contact you in the future by means of an unsolicited promotion should we wish to discuss the relative merits of an investment or service which we feel may be of interest to you. We undertake that we will never contact you at unsociable hours. We may also pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact our Data Protection Officer in writing at Gale and Phillipson, Gallowfields House, Fairfield Way, Richmond, North Yorkshire, DL10 4TB or by telephone on 01748 825971.

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 purposes. Steps will be taken to ensure that the information is accurate, kept up-to-date and not kept for longer than is necessary. 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 may be charged a fee (subject to the statutory maximum) for supplying you with such data.

COMMUNICATIONS

We will communicate with you through a variety of means including letters, face to face meetings, telephone, email and other electronic communication methods. Our telephone calls may be recorded for training and monitoring purposes.

COMPLAINTS

If you have a complaint about the firm or a service it has provided, please contact our Complaints Officer at Gale and Phillipson, Fairfield Way, Richmond, North Yorkshire, DL10 4TB, or by telephone on 01748 825971 or by email at complaints@galeandphillipson.co.uk. We promise to deal with your complaint in a fair and objective manner. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. We will tell you if we believe this to be the case and provide you with details of how to do this.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

You may be entitled to compensation from the FSCS scheme if we or a firm we have recommended cannot meet its obligations. Maximum FSCS compensation depends on the type of business and the circumstances of the claim.

- **Investments** – most types of investment business are covered for up to a maximum of £50,000.
- **Insurance** – advising and arranging is covered for 90% of the claim, without any upper limit.
- **Mortgages** – advising and arranging is covered up to a maximum limit of £50,000.

For further information the FSCS visit www.fscs.org.uk or call the FSCS on 0800 678 1100 or 020 7741 4100.

GOVERNING LAW AND FORCE MAJEURE

These Terms and Conditions of Business are governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

We shall not be in breach of these Terms and Conditions of Business and shall not incur any liability to you if we fail to meet our obligations due to circumstances reasonably beyond our control.