

## TERMS AND CONDITIONS OF BUSINESS

We are Gale and Phillipson (G&P) of Gallowfields House, Fairfield Way, Richmond, DL10 4TB. We can be contacted on 01748 825971 or on [advice@galeandphillipson.co.uk](mailto:advice@galeandphillipson.co.uk). This document explains the general conditions, principles and legislation covering how we work with you. Separate Service Descriptions describe our main services and override this document if there is a conflict.

### FCA, AUTHORISATION STATEMENT AND PERMITTED BUSINESS

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services. Our main services are regulated by the FCA. Our Service Descriptions specify which are regulated by the FCA and which are not. Gale and Phillipson Investment Services Ltd and its subsidiaries Gale and Phillipson Advisory Services Ltd and Gale and Phillipson General Financial Services Ltd all trade as Gale and Phillipson. Gale and Phillipson (SE London) Ltd also trades as Indigo Financial Advisors. Our Registered Office is Gallowfields House, Fairfield Way, Richmond, North Yorkshire, DL10 4TB. Gale and Phillipson Investment Services Ltd, Gale and Phillipson Advisory Services Ltd, Gale and Phillipson General Financial Services Ltd and Gale and Phillipson (SE London) Ltd are all authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Register numbers are 431387, 142752, 195080 and 195522 respectively. The permitted business of all four companies is advising on and arranging Savings, Investments, Pensions and Non-Investment Insurance. In addition, Gale and Phillipson Investment Services Ltd is permitted to manage investments and Gale and Phillipson Advisory Services 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](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768. The FCA can also be contacted at 12 Endeavour Square, London, E20 1JN.

### CONFIRMATION AND COMMUNICATION

We will ask you to sign a fee agreement or application form to commence any of our services, and these will detail which of the Gale and Phillipson group companies is providing the service concerned. When you sign one of these documents, you are deemed to accept these Terms and Conditions of Business. We will communicate in various ways including letters, meetings, telephone, email and texts. Our telephone calls are recorded as required by legislation.

### 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 including access to the Financial Ombudsman Service where appropriate. 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:

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

We also offer a number of ongoing investment management services explained in more detail in brochures and Service Descriptions:

- **Discretionary Model Portfolio (DMP)\*** – our discretionary investment management service implemented using model portfolios
- **Personal Managed Portfolio (PMP)\*** – our discretionary investment management service implemented using bespoke portfolios
- **Structured Investment Management Service (SIMS)\*** – our ongoing advisory investment management service
- **Dynamic Cash Management (DCM)\*** – our cash management service

The services marked \* are provided by Gale and Phillipson Investment Services Ltd.

### SCOPE OF SERVICE

We provide Independent advice. This means that we advise and make a recommendation for you 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. 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, Income Protection Insurance, Critical Illness Cover, Private Medical Insurance, Business Protection and Buildings & Contents Insurance.

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 (FSCS) 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. You should be aware of 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, unless you decide that you do not wish to pay for the delivery of ongoing service.

## ACCOUNTING TO YOU

We deal with you in English and arrange for investments to be registered in your name unless you instruct us otherwise. We send you documents showing your ownership of investments within a reasonable period of receiving them. We hold documents relating to a series of transactions until the series is complete. We send post to your last known address (including cheques and important documents) and do not accept liability if documents go missing because you have not told us of a change of address. We record transactions and keep copies of relevant documentation for no less than six years. You have a right to inspect copies of contract notes, vouchers and records relating to your transactions. To maintain client confidentiality, we may make copies of your records rather than allowing you to inspect originals.

## BEST EXECUTION

In executing or submitting applications on your behalf to third parties, we take all reasonable steps to ensure that we obtain the best possible result for you in terms of best execution. Our Best Execution Policy 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 and on the markets in which transactions are to be executed.

## RISK WARNINGS

All investments and financial transactions 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 value of investments depends on fluctuations in financial markets and other economic factors which are outside your and our control. Past performance is not a reliable guide to future performance. If you do not understand or are unsure about the way the product or recommendations work, please ask your adviser.

## LEGAL AND ACCOUNTING MATTERS

We do not provide legal or accounting advice. Please refer to a solicitor or accountant if you need these services.

## 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 (but do not hold) clients' money when providing our discretionary investment management services.

## ANTI-MONEY LAUNDERING

We are required to verify the identity of our clients and to maintain up to date information on the purpose and nature of the business we conduct for them. To do this we may use electronic identity verification systems and may conduct these checks from time to time. We cannot provide services to you until we have verified your identity. We are not liable for losses resulting from delays in verifying identity, nor from any effect on your credit rating of identity checks, although electronic identity checks do not normally affect your credit rating.

## ADVICE AND INSTRUCTIONS

We generally give 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 the 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. We have embraced the FCA's 'Treating Customers Fairly' principle and would welcome any feedback you have on any element of our service, whether positive or negative. This will help us to ensure we are providing the services clients require and address any areas about which you may have a concern.

## CONFLICT OF INTERESTS

If we become aware that our interests or one of our other clients' interests conflict with your interests, we will follow our Conflicts of Interest Policy, a copy of which is available upon request.

## PROFESSIONAL INDEMNITY INSURANCE

We maintain professional indemnity insurance to at least the minimum level specified by the FCA.

## 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.

<b>INITIAL SERVICE</b>			
These fees are for standalone advice and transactions. They do <u>not</u> 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. The fee can be paid to us via cheque or BACs, but not by cash. In some cases, the fee can be paid from the product or investment we recommend. If you choose to pay from the product or investment this will reduce the amount invested or increase your premiums. In some cases, our fee will only be payable if you follow our advice and we implement our recommendation. In other cases, some or all of the fee will be payable whether or not you follow our advice. Our agreement with you will make clear which arrangement applies, and the level of the fee.			
Payment Method	Explanation		
Percentage of amount advised on	The fee depends on the type and complexity of work and the amount of the investment.		
	Amount advised on	Fee % agreed	Amount of Fee
	£30,000	3%	£900
	£30,000	2%	£600

Examples		£100,000	2.5%	£2,500
		£100,000	1.5%	£1,500
		£400,000	2%	£8,000
		£400,000	1%	£4,000
Fixed Fee	The fee depends on the type and complexity of work and the amount of the investment. Fixed fees will normally be within the Bands shown in examples below			
Examples	Band A	£500-£1,000	Initial research, ISA set up	
	Band B	£1,000-£2,000	Advice for non-complex cases such as advice on small portfolio construction / review, simple trusts, annuities	
	Band C	£2,000-£4,000	Advice for larger portfolio construction / review, complex trusts or equity release	
	Band D	£4,000-£6,000	Advice for more complex issues such as multiple pension transfers, pension Income drawdown, inheritance tax planning	
	Band E	£6,000-£12,000	Advice for the most complex issues which would include pension splitting, multiple plans and portfolio construction / review, intricate tax planning, court of protection reports or for very large investments	
Initial Commission or Reduced Initial Commission	This option is only available on products such as life insurance, income protection and critical illness plans. We will give you full details of initial commission expected from the plan. If you choose the option of paying for our service by commission, you pay us nothing directly. However, product charges or premiums pay for the product provider's own costs and any commission payable to us, which means that you pay for our service indirectly. If you wish to pay for our services by commission and the commission is larger than an appropriate fee for our services, we will suggest a reduced level of initial commission – and the product charges or premium from the provider will be lower.			
Examples	We arrange a life assurance policy for you and receive initial commission of £800 which we agree is a fair fee			
	We arrange a large complex income protection policy for you. The initial commission would be £4,000 but we agree a fair fee would be £3,000. The product provider pays us £3,000 initial commission and reduces your premium by £100pa to reflect the reduction in initial commission from £4,000 to £3,000.			
Initial Commission plus Reduced Fixed Fee	If the Initial Commission on a plan is smaller than a fair fee, we will offer you the option of a Fixed Fee, or of us receiving initial commission plus a reduced fee. This option is only available on products such as life insurance, income protection and critical illness plans.			
Example	We arrange a life assurance fee for you and agree a fee of £1,000. The initial commission is £600. We charge you a Reduced Fixed Fee of £400.			

#### ONGOING SERVICES

These fees cover the cost of our ongoing advice and investment management services. The amount you pay fluctuates with the value of your investment; if your investment increases in value the amount you pay increases and if your investment falls in value the amount you pay reduces. Fees listed may be deducted from your investments or paid directly by you. Fees paid through investments may reduce your personal tax thresholds and/or exemption levels. Where this could happen, we will discuss and agree actions with you.

Payment Method	Explanation
Percentage of investment	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.
Examples	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 x 1% = £250.
	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 x 1.25% = £625.
	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.
	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 x (0.5%+0.75%) = £2,500 plus 0.3% for the DCM service giving a fee of £300,000 x 0.3% = £900. For all three services, this gives a total fee of £3,600pa, an average fee of 0.72% pa.
	For an investment amount of £1m covered by our PMP service only, the fee would be 0.6375% giving a fee of £6,375.
	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 x 0.79375% = £15,875.

## SETTLEMENT OF FEES

Where you pay our fees directly, we will issue an invoice for the fees due, and payment is due within 14 days. We may charge interest at a rate not exceeding 4% per annum over the Bank of England base rate for late payments.

Where you pay the fees by deduction from the investments or by commission, but we are unable to arrange this, for example if there is insufficient cash available in the plan, we reserve the right to charge you directly and issue an invoice.

## RESEARCH COSTS

Where it is agreed that we need to undertake bespoke market research on your behalf to ensure that we deliver the best market solution to meet your needs, we may pass the costs for this exercise directly on to you. Any additional research costs would be agreed with you in advance before we undertake any work for you. We will also undertake wider market research which is more generic for the benefit for all of our clients, for example within the investment markets. Where wider market research is conducted by us internally these costs will be absorbed by Gale and Phillipson's operational costs and therefore this will be at no direct cost to you.

## VARIATIONS TO TERMS OF THESE AND OTHER AGREEMENTS

We can change our agreements 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 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.

## TERMINATION

You or we may terminate our services at any time, without penalty, in accordance with any cancellation terms and conditions below. Notice of 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 or work undertaken 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.

### CANCELLATION RIGHTS: ONE-OFF SERVICES

In most cases you can exercise a right to cancel by withdrawing from the contract. We will provide details in product literature or a Service Description. If you cancel a single premium contract, you may be required to pay for any loss caused by market movements which might be reasonably incurred in cancelling it. This means that you may not get back the full amount you invested if you cancel a policy.

### CANCELLATION RIGHTS: ONGOING SERVICE AGREEMENT

You may cancel an ongoing service agreement you have with us at any time. Fees cease within 14 days of written notification of cancellation. We will complete any work in progress at cancellation, unless you do not wish us to do so. We may cancel an ongoing service agreement 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 already undertaken.

## COMPLAINTS

If you want to complain, 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](mailto:complaints@galeandphillipson.co.uk). We will deal with your complaint in a fair and objective manner. If we cannot settle your complaint, 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 (per person).
- **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 (per person).

For further information on the FSCS visit [www.fscs.org.uk](http://www.fscs.org.uk) or call 0800 678 1100 or 020 7741 4100.

## GOVERNING LAW AND CIRCUMSTANCES BEYOND OUR CONTROL

These Terms and Conditions of Business are governed by English Law and the parties 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 if we fail to meet our obligations due to circumstances reasonably beyond our control.

## DATA PROTECTION

Personal information you provide to us is subject to the General Data Protection Regulations and the Data Protection Act 2018. We take our obligations under privacy and data protection law very seriously. We detail in our Client Privacy Notice, provided separately to these Terms and Conditions, what information we collect about you, how we use it, how long we will retain it and who we may share it with. The Privacy Notice also explains the rights you have in connection with the personal information we hold, how to contact us to request access to this data, update any data which is inaccurate or how to make a complaint.