

TERMS OF BUSINESS – GALE & PHILLIPSON

INTRODUCTION

We are Gale and Phillipson (G&P) of Gallowfields House, Fairfield Way, Richmond, DL10 4TB. We can be contacted on 01748 825971 or at advice@galeandphillipson.co.uk. This document explains the general conditions, principles and legislation covering how we work with you.

OUR SERVICES

We offer an initial discussion (at our expense) in which we explain our services and payment options. If you decide to proceed, we will:

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 can deliver your financial planning needs with your choice of 3 service levels;

Premier (an ongoing advice service) – Our core ongoing service, providing you with the right level of support, guidance, and administrative assistance to reach your financial objectives.

Bespoke (an ongoing advice service) – Our bespoke offering builds on Premier, adding more support in the areas you require, based on your individual needs.

Transactional – We provide standalone advice and recommendations based on your needs at a point in time (but no ongoing advice).

OUR SERVICE LEVELS

| | Premier | Bespoke | Transactional |
|--|--|--|--|
| Adviser contact and support team | Named adviser and support team members | Named adviser and support team members | Centralised team of advisers and support staff |
| Financial planning progress meeting(s) | Annual | You choose | As required |
| Annual assessment of plans and investment portfolio | ✓ | ✓ | |
| Review of annual tax allowances | ✓ | ✓ | |
| Detailed valuation of your portfolio | Once, Annually | To be agreed | |
| Liaison with 3rd party professionals | ✓ | ✓ | |
| Investment market updates | ✓ | ✓ | ✓ |
| Tax and legislative updates | ✓ | ✓ | ✓ |
| Logging important documents (“Lifebook”) | ✓ | ✓ | |
| Other services (or frequency of service) as agreed with you | | ✓ | |

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. We confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

For pensions and investments, we provide our recommendations prior to implementing our advice. For insurance products, we provide our recommendation before the product commences. We base our recommendations on a comprehensive 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.

We supply full details of products we recommend, including minimum term, information on any right to cancel, and any other early termination rights and penalties before conclusion of any contract.

We may advise on financial products which are not regulated by the FCA and if so we will make this clear in the recommendation. The Financial Services Compensation Scheme (FSCS) does not apply to these products.

We may advise you on investments which cannot be sold quickly. As such investments have restricted markets, it is not always possible to deal or obtain reliable information about their value.

If you chose an ongoing advice service, we regularly review your arrangements. If you do not choose an ongoing advice service, we do not perform ongoing reviews, but will perform a review if you ask us.

ADVICE AND INSTRUCTIONS

We generally give advice in writing. If exceptionally we give verbal advice, we will confirm it in writing.

In giving you advice, our assumption will be that to the best of your knowledge and belief, any information provided is true and complete and you will notify us of any change in circumstances that could affect or alter it.

Where you are taking out a product provided by an external provider, you understand that if you do not comply with the Provider's disclosure requirements it may result in cancellation of your plan(s) which may incur charges being applied to your plan that result in loss of part of your investment.

OUR COMMITMENT TO YOU

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.

HOW WE CHARGE FOR OUR SERVICES

Typically, we take the fees from your investment account but there is also an option of paying fees direct. If fees are taken from your investment the adviser will discuss the options and agree this with you in advance.

If you choose to pay directly an invoice will be issued 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 we are charging you via invoice, you can pay us by cheque or by BACS, but not by cash. To make a payment by BACS, please refer to the account details stated on the invoice provided by your Adviser.

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. If the product provider is unable to facilitate the payment, for example, should you cancel your investment in the Cooling Off period the balance of the charge will remain due, and an invoice will be issued.

The rates and fees quoted below do not include VAT. We are entering into a relationship with you with the intention of being intermediaries between you and the provider of a retail investment product (which may include the purchase of such a product), following on from a recommendation. In doing so, it is likely that some or all of our services will be exempt from VAT. We will tell you if you must pay VAT.

Our Fees for New Investments

These fees are for advice recommendations and implementation.

| Total Contribution | Fee % |
|--------------------|-------|
| £0 - £99k | 3.50 |
| £100k - £249k | 2.50 |
| £250k - £499k | 2.00 |
| £500k - £749k | 1.75 |
| £750k to £999k | 1.50 |
| £1m plus | 1.00 |

Notes:

- Charge levels apply to the whole new investment (see examples below).
- New monies into existing plans incur the same fee levels as for new clients, though charged only against the new contribution, not total assets. There is no charge for regular pension contributions nor ISA contributions into existing plans managed by us.
- A £750 minimum applies for new clients (but not for new money for existing clients).
- In some cases, our fee will only be due if you follow our advice. In other cases, a fee will be due whether or not you follow our advice. Our agreement with you will make clear which arrangement applies, and the level of the fee.
- Some advice is complex. We will let you know the fee for complex advice before starting work. Complex advice includes some IHT planning and trust work, EIS, VCTs and BPRs, property SIPPS, pension sharing orders, defined benefit pensions and multiple Powers of Attorney.
- If you choose to pay from the product or investment this will reduce the amount invested or increase your premiums.

Examples:

New client invests £100,000: fee = 2.5%, £2,500

New client invests £1m: fee = 1%, £10,000

Existing client with £500,000 invests further £100,000: fee = 1.75%, £1,750

Existing client with £990,000 invests further £100,000: fee = 1%, £1,000

Existing client with £500,000 withdraws £100,000, invests new £50,000: fee = 2% £1,000

Existing client with £1m, market falls 3% to £970,000, invests new £20,000: fee = 1%, £200

Our Fees for Ongoing Advice Service

These fees cover the cost of our ongoing advice.

| | Premier | Bespoke | Transactional |
|-----------------------------|---------|---|----------------|
| Annual Ongoing Fee % | 1% | 1% typical fee Subject to an annual £10,000 minimum | Not applicable |

Notes:

The quoted fee level for the Premier Service applies to the whole invested amount.

- There is no minimum fee for the Premier Ongoing Service. However, if the total value of the investments advised on falls below a certain level, it may become unviable for us. In that case we will write to you to terminate those services.
- As an Ongoing Services client, new money into existing investment plans will incur the same fees as under Initial Service. The Total Contribution amount will aggregate all assets that are being managed, plus any new monies, to come to the Fee % on the new monies. This does not apply to new monies to contribute against the annual pension and ISA allowances, into existing plans managed by us.

Examples:

Premier Client, £100K portfolio value; fee = 1%, £1,000 pa

Premier Client, £200k portfolio value; fee = 1%, £2,000 pa

Premier Client, £500k portfolio value: fee = 1%, £5,000 pa

Our Fees for Mortgage & Protection Advice

Insurance & Protection Fees

- No fee for life assurance, critical illness, income protection, accident, sickness and unemployment, home insurance, and private medical insurance.
- We will be paid by commission from the provider, that has already been included in the premium.

Residential and Commercial Mortgage Fees

- A fee of a maximum of 1% of the mortgage amount.
- Of this fee, a maximum of £495 may be payable upfront with the balance payable on completion of the mortgage.

Equity Release & Lifetime Mortgage Fees

- A fee of a maximum of 2% of the mortgage amount, with a minimum of £995.
- Of this fee, a maximum of £495 may be payable upfront with the balance payable on completion of the mortgage. We will also be paid commission from the lender.

OTHER RESEARCH COSTS

We may agree to undertake bespoke market research on your behalf to ensure that we deliver the best solution to meet your needs and we may pass the costs for this exercise directly on to you. Additional research costs will be agreed with you in advance. These may be offset against charges for other services.

RISK WARNINGS

Investments and financial transactions carry some financial risk. Investments can fall in value as well as rise. 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.

CONFLICT OF INTERESTS

We always endeavour to act in your best interests. However, circumstances can arise where we or one of our other clients may have some form of interest in the business being conducted by you. We have a comprehensive conflicts of interest policy to identify and manage such conflicts of interest. Such measures include preventing exchanges of information between conflicted persons and ensuring that different activities within the Gale & Phillipson group are not linked by supervision, remuneration or control arrangements.

Where we consider that our conflicts of interest policy is insufficient to protect you, we will inform you of the nature and/or source of the conflict and how we propose to address it. Our full conflicts of interest policy is available on our website at www.galeandphillipson.co.uk or can be provided on request.

Where we recommend the use of other services provided by another part of the group, there is a potential conflict of interest. Our advisers are instructed to act independently and to disregard any such interest when making recommendations.

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. All companies in the Gale and Phillipson group, Gale and Phillipson Investment Services Ltd, Gale and Phillipson Advisory Services Ltd, Gale and Phillipson General Financial Services Ltd, Gale and Phillipson (SE London), Gale and Phillipson (Herts) Ltd and Gale and Phillipson Consulting Ltd, trade as Gale and Phillipson. 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). Gale and Phillipson (Herts) Ltd and Gale and Phillipson Consulting Ltd are appointed representatives of Gale and Phillipson Advisory Services Ltd. Gale and Phillipson (Surrey) is an appointed representative of Gale and Phillipson Investment Services Ltd.

Our FCA Register numbers are 431387, 142752, 195080, 195522, 615821, 811525 and 703337 respectively. The permitted business of the directly authorised companies includes, but is not limited to, advising on and arranging Savings, Investments, Pensions and Non-Investment Insurance. Gale and Phillipson Investment Services Ltd is also permitted to manage investments and to arrange safeguarding and administration of client assets 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 www.fca.org.uk/register or by contacting the FCA on 0800 111 6768 or by writing to FCA, 12 Endeavour Square, London, E20 1JN.

CONFIRMATION AND COMMUNICATION

We ask you to sign an Authority To Proceed document or application form to commence our services. When you sign one of these documents, you are deemed to accept these Terms of Business.

We communicate in various ways including letters, meetings, telephone, email and texts. Calls may be recorded. We accept instructions by telephone, post, email, approved and provided online portals or certified electronic signature system. In certain circumstances additional verification may be required for your security.

For reasons beyond your or our control, messages or instructions sent using email, or other electronic communications may not arrive, may be delayed, and may be intercepted, read or copied by an unauthorised third party. You accept these risks. Instructions sent to us by electronic communications shall not be deemed to be received until acknowledged by us. In some cases, we ask you to confirm your instructions to us in writing.

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 send post to your last known address 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 your contract notes, vouchers and records. To maintain confidentiality, we may make copies of your records rather than allowing you to inspect originals.

CLIENT CATEGORISATION & PROTECTIONS

We 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 you wish to be categorised differently, 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.

We are covered by the FSCS. You may be entitled to compensation from this scheme if the firm ceases to trade and as a result of our advice you have suffered a financial loss. This depends on the type of business and the circumstances of the claim.

- Investments: most types of businesses are covered for 100% of the first £85,000.
- Insurance: advising and arranging is covered for 100% of the claim, without upper limit.
- Mortgages / equity release: advising and arranging is covered up to £85,000.
- Deposit-based accounts, e.g., bank / building society accounts up to £85,000 per person.

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

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. To help us do this we have a Best Execution Policy, which can be found on our website at [BRAND WEBSITE] or can be provided on request.

RESTRICTIONS

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

LEGAL AND ACCOUNTING MATTERS

We do not offer legal, tax or accounting advice. We can introduce you to independent experts – please ask.

CLIENT MONEY

We are not authorised to hold client money and do not accept cheques made out to us (unless they are in settlement of our fees or expenses). Please check with your adviser to confirm who your cheques should be made payable to.

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 affect your credit rating.

PROFESSIONAL INDEMNITY INSURANCE

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

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. If we increase charges, we will tell you in advance so you can decide whether you wish to carry on with the service. Other changes to Terms of Business will be notified periodically in person, by post, email or approved and provided online portals. Current and past Terms of Business and other relevant documents are available on request.

TERMINATION

You or we may terminate our services at any time, without penalty. Notice of termination must be given in writing and will take effect from the date of receipt (or one month later for ongoing services).

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.

Where we provide a variety of services covered by different Service Descriptions, each of the services can be terminated separately although in some cases some services cannot be provided unless others are also provided. We will advise you where the termination of one service will mean that we are unable to continue to provide other services.

CANCELLATION RIGHTS

In most cases there will be a cooling off period which gives you the right to cancel your investment. You can exercise a right to cancel any one-off service by withdrawing from the contract or returning a cancellation notice. We will provide details of your cancellation rights and how to cancel in product literature or a Service Description prior to commencement of any product or service.

If you cancel an investment product within your cooling off period, 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.

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. 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 (FOS).

We will tell you if we believe this to be the case and provide you with details of how to do this. For further information on the FOS visit www.financial-ombudsman.org.uk or call 0800 0234567.

LIABILITY

Nothing in these Terms of Business excludes or limits our duties responsibilities or liabilities under applicable law and we will not seek to exclude or restrict or rely on any exclusion or restriction here if that would contravene our obligations under the Financial Services and Markets Act or FCA Rules. We shall not be in breach of these Terms of Business and shall not incur any liability if we fail to meet our obligations due to circumstances reasonably beyond our control.

GOVERNING LAW

These Terms of Business are governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts. All services provided will be undertaken only in the United Kingdom.

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 privacy and data protection obligations very seriously.

Our Privacy Notice, provided separately to these Terms of Business and on our website www.galeandphillipson.co.uk, specifies what information we collect about you, how we use it, how long we retain it and who we may share it with. The Privacy Notice also explains the rights you have in concerning personal information we hold, how to request access to this data, update data or make a complaint.