



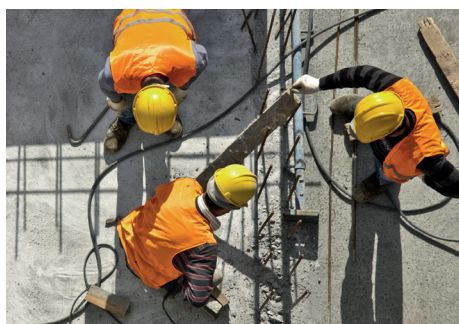
## **Terms of Business**

For Retail & Professional Clients



# Terms of Business

For Retail & Professional Clients



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Your legal relationship with us is governed by the terms in this document, together with the terms set out in other documents which we give you, setting out matters which are deemed to be agreed between us when you use our services including our fees and charges. You can ask us, at any time, for a copy of any or all of these documents. This documentation contains a number of technical terms used in relation to financial planning and your legal relationship with us and you should be confident that you understand the documentation



## Definitions

**In this document the following definitions apply:**

**Business Day** means any day (except Saturday or Sunday) on which banks in London are open for normal banking business.

**Complex Financial Instruments** would include financial instruments which are not non-complex financial instruments as referred to in the FCA Rules such as warrants, options, futures, contracts for differences, spread-betting, some structured products and other complex financial instruments.

**Electronic Communication** is a communication between you and us by facsimile, email or other electronic means.

**FCA** means The Financial Conduct Authority and any successor body or entity responsible for regulating activities of the type carried on by us under FSMA and the FCA Rules.

**FCA Handbook** means FCA's Handbook of Rules and Guidance as from time to time in force.

**FCA Rules** means the rules contained in the FCA's Handbook of Rules and Guidance as from time to time in force.

**Financial Adviser** means the individual or team assigned by us who handles your dealings with us in relation to any agreed services in accordance with our Terms.

**FSMA** means the Financial Services and Markets Act 2000, as amended from time to time.

**HMRC** means HM Revenue & Customs.

**Our Terms** means our terms and conditions of business as defined below in the paragraph headed 'Purpose of Our Terms'.

**Politically Exposed Person** means an individual who are or have been entrusted with prominent public functions, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials. The definition is not intended to cover middle ranking or more junior individuals in the foregoing categories.

**Professional Client** means a client who is not an Eligible Counterparty or a Retail Client as

defined by the FCA Rules.

**Retail Client** means a client who is not an Eligible Counterparty or a Professional Client as defined by the Rules.

**Retail Investment Products** means a retail investment product as defined by the FCA Rules.

**Website** means that part of any Internet site of ours to which we have given you access by means of providing secure login details.

## Interpretation

**In this document, unless the contrary intention appears:**

- a. words importing a gender include any other gender;
- b. words in the singular include the plural, and words in the plural include the singular;
- c. a party includes the party's executors, administrators, successors and assigns;
- d. clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- e. words importing persons include a partnership and a body whether corporate or otherwise;
- f. a reference to legislation (whether primary or subordinate) is a reference to legislation amended or replaced from time to time;
- g. use of the words 'includes' or 'including' means without limitation.



## Introduction

### PURPOSE OF OUR TERMS

This document together with our other documents and, where appropriate, any additional written terms of business to be agreed between us (“our Terms”) will constitute our Terms and the legal contract between us and on which we will rely in the course of your legal relationship with ourselves. If any provision of this document is inconsistent with a provision of another document then the provision of this document will apply except where we have expressly agreed that the provision of that other document will prevail. If you have any questions about points in this document, or our services generally, please do not hesitate to contact us.

### GHC WEALTH MANAGEMENT LIMITED

GHC Wealth Management Limited (“we” or “us”) is incorporated in England & Wales under number 05917020 and its registered office is at 22-30 Horsefair Street, Leicester, LE1 5BD. We are authorised and regulated by the Financial Conduct Authority under reference 598291. Our details and our FCA registered employees and representatives can be found by looking at the FCA register at [www.fca.gov.uk](http://www.fca.gov.uk).

### UNBIASED BUT RESTRICTED ADVICE

We offer a comprehensive financial planning service that may utilise a number of Retail Investment Products as defined by the FCA. Where appropriate for your own personal financial needs we may recommend the use of certain Retail Investment Products to achieve your financial goals. Certain Retail Investment Products and other financial services are offered by our associate company, GHC Capital Markets Limited, which is also authorised and regulated by the FCA. These financial products and services include:

- New Individual Savings Accounts (NISA)
- Junior Individual Savings Accounts (JISA)
- General Investment Accounts
- Investment Portfolio Accounts, including advisory and discretionary portfolio management
- Share Dealing

As a consequence, when we give you advice that requires the use of any of these financial products and services then the advice will be restricted as we will recommend our associate company.

In all other areas of financial planning we are unbiased and ‘whole of market’. For insurance related products we make our recommendations based on a fair and personal analysis of the market. For other products we make our recommendations on a comprehensive and fair analysis of the market including a sufficient range of financial instruments, structured deposits, and other retail investment products.

You should consider carefully all the above when deciding whether to use our services. Please note that we are not bound by any agreement with any other product provider when giving advice on investment products and as such we are able to select suitable investments on all stock-market investments and other similar products.

## Our Range of Services

We offer both one off, initial advice, and ongoing services. Any products or services that we arrange for you will only be kept under review if you agree to the optional ongoing service for which you agree to pay.

Our regulated financial planning services include advising on and arranging investments, pensions and non-investment insurance, and regulated mortgages.

They are shown on the FCA register as

- Advising on investments (except on pension transfers and pension opt outs)
- Advising on pension transfers and pension opt outs
- Advising on regulated mortgage contracts
- Agreeing to carry on a regulated activity
- Arranging (bringing about) deals in investments
- Arranging (bringing about) regulated mortgage contracts
- Making arrangements with a view to transactions in investments



- Making arrangements with a view to regulated mortgage contracts
- Note that GHC Wealth Management cannot hold client money

### WHAT SERVICE WILL WE PROVIDE YOU WITH?

For investment and insurance services we offer an initial discussion where we will describe our services more fully and explain the payment options. If you decide to go ahead, we will gather and analyse personal information about you, your finances, your needs and objectives and then recommend and discuss any action we think you should take and, with your agreement, provide advice and arrange relevant products for you.

GHC Wealth Management reserves the right to decline the provision of any advice or to provide any of our services at our sole discretion.

## Your Relationship With Us

### COMMENCEMENT & TERMINATION & CANCELLATION RIGHTS

For one-off initial advice and ongoing services, commencement of business is on confirmation of receipt of all duly completed documentation approved by us as being satisfactory.

For ongoing services, you are entitled at any time to terminate these arrangements by giving us written notice that will be effective 14 days from our receipt of that notice, as we may by giving you written notice that will be effective 14 days from your receipt of that notice. We may immediately terminate the arrangements, or part thereof, if we deem in our absolute discretion that it is impossible for either party to comply with any FCA Rules. No penalty will become due either from you or from us in respect of the termination of these arrangements but you may be required to pay the following amounts:

- any outstanding fees & charges payable in relation to our services;
- any additional expenses necessarily incurred by us on termination;
- any losses necessarily realised in settling any obligation on termination;
- any reasonable exit charge.

If these arrangements are terminated, that will not affect any outstanding transaction or any legal rights or obligations, which may already have arisen or arise as a consequence of the decision to terminate.

Termination of the Agreement will be without prejudice to the completion of transactions already initiated. On certain FCA regulated products and services, and in certain circumstances, the product provider is obliged to provide you with a right to cancel by withdrawing from the financial product or service recommended to you within a certain timeframe. The timeframe and the conditions of cancellation are stipulated by FCA Rules.

If you cancel, you may be required to pay for any loss you might reasonably incur in cancelling it that is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

### INFORMATION ABOUT YOU

We rely upon the information you provide to us and any subsequent updates. You are responsible for telling us if this information changes. You should advise us in writing if:

- you change your name, your address or your contact details;
- you change your bank account details;
- your tax residency status or nationality changes;
- you or an immediate family member becomes a Politically Exposed Person;
- there are changes to any agent authorised to act on your behalf;
- your financial circumstances change (such as you receive an inheritance) or your personal circumstances change (such as a divorce) impacting on the service we provide to you under this agreement;
- your attitude to risk or your investment objectives change.

You should not assume or infer we are aware of changes in any of the above on the basis of other communications, such as receipt of a



cheque from a new bank account. Failure to keep us up to date with any of the above may impact the quality of the services we provide to you or affect the receipt of communications between us and you or your agent.

## INSTRUCTIONS

You may give instructions to us by telephone, post, fax, e-mail (please refer to the Electronic Communications section on page 18) or in person. We may ask you to confirm verbal instructions in writing. We will confirm your instructions within 5 working days. We will act upon your instructions for investment transactions, but in doing so we may not be able to adhere to our execution policy as set out in this agreement.

## CLIENT AGREEMENTS

We may require you to agree additional terms and conditions of business in respect of services supplied to you. We will treat you as our client for your own personal business. Where you sign as an authorised person on behalf of a corporate entity we will treat the corporate entity as our client. Where you sign as a trustee we will treat the trust as our client. We do not accept any liability for any obligations you may have to any third party such as company shareholders or trust beneficiaries.

## CLIENT CATEGORISATION

We are required by the FCA Rules to categorise all our clients and we accept the following categories of clients:

- Retail Client
- Professional Client

You will be categorised as a Retail Client unless we inform you in writing that you will be treated as a Professional Client. Retail Clients enjoy the greatest degree of investor protection and, if we inform you that you will be treated as a Professional Client, you have the right to request a re-categorisation that benefits from a higher degree of investor protection, although we are not obliged to agree to your request. We do not provide any client with the ability to request a lower level of investor protection than that they are eligible to receive.

## INDUCEMENTS

We may on occasion share our fees and commission with an external agent,

intermediary or introducer and may also receive fees and commission, such as trail commission from fund managers, for investments acquired from or through them. Details of any such fees or commission will be disclosed to you in accordance with the FCA Rules. Before entering into such fees and commission arrangements we take the necessary steps to ensure that you are not disadvantaged.

## JOINT ACCOUNTS, TRUSTS, COMPANIES & OTHER ENTITIES

The rights and obligations of all the parties under this agreement are joint and several. This means that we will regard all parties to this agreement to be jointly and severally liable and so they are individually bound to perform all of our Terms. We are entitled to act upon any instruction given by any party named or by any other party to whom authority has been granted in writing. Unless requested otherwise we will send communications to the first named person and we will deem all communications as having been given and received by all parties to the agreements. Any communications given by us to any of the parties will be deemed to have been given to all parties to the agreement.

All parties may be required to sign new documentation where an additional named party is added subsequently. Where a named party wishes to terminate their involvement, instructions to that effect must be provided by the departee whilst those parties with continuing involvement must confirm their ongoing responsibility for all liabilities that have arisen or may arise.

For trusts, companies, charities and other entities we will require the documentation to be signed by a minimum of two persons. We will accept instructions from and deal with a single nominated contact person who has been authorised on the entities' behalf and we are entitled to rely upon the instructions given by that person as properly authorised unless we are advised to the contrary. Communications from us will be sent to the nominated person but arrangements can be made for additional copies to be issued to other persons when agreed between us. We reserve the right to charge for any additional copies requested.

## APPOINTING AN AGENT

You may appoint someone else to act as your agent for all the purposes of this agreement.





We will not be legally responsible to you for acting on any instruction, permission or information given to us by your agent. To appoint an agent you must complete a letter of authority. You may also appoint an agent to your account by providing us with a copy of an Enduring / Lasting Power of Attorney. We may accept any instruction we believe, in good faith, to be from you, your agent, or any other third party authorised by you to act on your behalf, whether in writing, by telephone, email, facsimile or otherwise. Should investment authority be altered, suspended or revoked you should notify us immediately in writing. You accept that if you fail to do so, we shall not be liable for any loss you may incur.

### DEATH

In the event that you should die while a client, then immediately on notification of your death we shall not accept any instructions in your name or take any other action in respect of it and shall not be liable for any losses arising as a result.

Your estate will continue to incur our usual fees and charges until it is closed by your personal representatives, which will require them to send to us a certified copy of the grant of probate or letters of administration, as the case may be.

### MONEY LAUNDERING

We are required to comply with UK anti-money laundering law & and other regulations aimed at fighting terrorism and financial crime. You agree to provide documents and other evidence we require to enable us to comply with our obligations. We reserve the right not to accept instructions from you or for us to provide you with any services if satisfactory evidence of identity of all relevant parties cannot be produced within reasonable time.

When you open a trust, company, charity or other entity, we may be required to identify and, if necessary verify the identity of other related parties such as the beneficial owners.

### DATA PROTECTION & VERIFICATION AND PRIVACY

GHC Wealth Management Limited are registered with the Information Commissioner's Office (ICO) as a "Data Controller" and we are both a data controller and data processor of the personal data you provide to us. We undertake at all times to comply with the

provisions of the Data Protection Act 2018, which incorporates the requirements of the General Data Protection Regulation (GDPR) into UK legislation, and to keep confidential all personal data maintained for the purposes of this agreement. A copy of our privacy statement that sets out important information for the processing of your data in relation to our services is available on our website or by contacting customer services. Before collecting any data from you, you will be asked to agree to the collecting, storing and use of your special category data.

### DISCLOSURE

We will not be obliged or have duty to disclose to you any facts or other matters that, in our opinion would or might involve a breach of duty or confidence to any other person or which comes to our notice, but does not come to the actual notice of the individual or individuals dealing with you.

### CONFLICTS OF INTEREST

We provide a broad range of financial services to a variety of clients, including individuals, private companies, and trusts. These services are provided by employees, appointed representatives, agents and affiliates.

Given the range of our services and the circumstances in which they are delivered, the aims and interests of our clients and the companies within our group, the possibility of conflicts of interest cannot be completely avoided. However, our employees, appointed representatives, agents and affiliates are required to comply with a policy of independence and disregard any such interest when making recommendations to you.

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 conflicts of interest policy defines the steps that we take to identify, prevent, manage and/or disclose conflicts of interest when providing various investment and other services.

We also assess our conflicts of interest policy on a regular basis to ensure that all new conflicts are identified and our policies updated to address any new instances of conflicts that may arise. Our current conflicts



of interest policy is available on our website, with a printed copy available upon request.

### ANTI-BRIBERY AND CORRUPTION POLICY

Bribery is a form of corruption. It is the giving, offering or promising, or requesting or agreeing to receive, any gift, fee or other reward as an incentive to do something that is illegal, dishonest or a breach of trust for a private gain.

We do not sanction corrupt behaviour under any circumstances. We do not, nor will we ever, engage in bribery or corruption in any of our activities. We will always report any potential illegal activity or approach to the appropriate law enforcement agency.

Our anti-bribery and corruption policy defines the steps that we take to identify, prevent, and manage bribery and corruption when dealing with us.

Our current anti-bribery and corruption policy is available on our website, with a printed copy available upon request.

### INVESTOR PROTECTION & COMPENSATION

As an FCA authorised and regulated firm we are covered by the Financial Services Compensation Scheme (FSCS). This scheme provides protection to certain types of investor, referred to as eligible claimants, in the event that a regulated firm is unable to meet claims made against that firm. The FSCS is therefore the “fund of last resort” after all other options have been exhausted. It is funded by a levy on member firms and is free to the general public. Information on the scheme and how it operates can be found at [www.fscs.org.uk](http://www.fscs.org.uk). Not all clients are covered by the scheme, not all types of investment are covered and there are limits on the size of a claim arising from investment business. A brochure is available from the FSCS that can be used to help clients determine if they are eligible to make a claim and the extent to which you may be covered by the scheme. Their website also provides guidance.

### DOCUMENTS OF TITLE

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All documentation will be forwarded to you as soon as practicable after we receive

them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

We will not be responsible for the safe delivery of documents to you after we have posted them which shall be at your own risk unless we agree otherwise in writing. Please contact us to send documents to you by registered post.

### LIABILITY FOR LOSS

We accept liability for losses, costs or expenses suffered by you only if such losses, costs or expenses are caused by the negligence or wilful default or fraud by us, our subsidiaries or employees. In particular we cannot provide any guarantee of future performance of investments purchased on your behalf and accept no liability in respect of losses that might occur through fluctuations in the price of any of the investments.

## Fees & Charges

Details of our standard fees and charges including any advisor charges (as defined by the FCA rules) are set out in the Fees and Charges sheet included with these Terms of Business.

## Payment Arrangements

We will discuss and agree options for payment with you prior to commencement of any activity.

### ONE OFF INITIAL ADVICE

Advisor charges can be paid by bank transfer or by cheque. We do not accept payments by cash.

### EXECUTION OF ADVICE

If available we will always take payment through deductions from the financial product or products that you have decided to invest in. We will discuss the implications with you prior to execution. If this payment method is not available, you can pay for this work either by bank transfer or by cheque as above.

### ONGOING ADVISOR CHARGES

If available we will always take payment from





the funds in your investment. We will discuss the implications with you prior to execution. If this payment method is not available, you can pay for this work either by bank transfer or by cheque. We will agree the frequency of payment with you prior to execution of advice.

### OTHER BUSINESS

You can pay for this work either by bank transfer or by cheque as above.

### PAYMENT TERMS

For all payments which come directly to us, payment will need to be made within 30 days of receipt of invoice.

## Communication

### LANGUAGE

We will communicate with each other in English and documents and other information that we supply will be in English.

### TELEPHONE CALLS

Telephone calls may be recorded for training, monitoring and any other purposes permitted by law. These records are our property and we may use them in evidence if there is a dispute between us. You should be aware that you may be contacted by us to discuss investments and that this will be between the hours of 8am and 8pm Monday to Friday UK local time unless you expressly instruct us otherwise.

### USE OF WEBSITE

It is a condition of the provision of our Website to you that:

- You will not disclose the specific login details issued in confidence to you (by act or omission) or allow them to be disclosed to any other person, and you will take all appropriate measures to prevent any third party gaining access to them;
- immediately on becoming aware that another party has acquired knowledge of your login details, you will:
  - cease to make further use of them;
  - contact our customer services department: and
  - follow this at once with confirmation in

writing, fax or by email;

- until our customer services department receives such written confirmation from you, you will be exclusively responsible for any instructions placed or purported to be placed by you under your login details, and we shall be entitled to treat all such instructions as authentic;
- you hereby consent specifically to the provision by us to you of information required by the FCA Rules by means of a Website without it being addressed personally to you, where we notify you electronically of the address of the website and the place on the website where the information can be accessed;

and

- in respect of the above you are responsible for providing us with a correct email address.

### RELIABILITY OF SERVICE AND CONTENT

Although we will use all reasonable endeavours to provide you with continuous access to our Website, we do not guarantee or represent that we can do so since neither we nor any other party has any control over the Internet, which is a global decentralised network of computer systems. You acknowledge that the services may not be error free, that they may be interrupted and can be variable.

We reserve the right to suspend our services on occasions in order to maintain or repair our Website related software, or if at any time we are unable for whatever reason to ensure the integrity of the service.

You understand that while you may be able to access certain research reports that we provide through the Website, the availability of such information does not constitute a recommendation to buy, sell or otherwise trade all or any of the investments mentioned therein. Neither we nor any Person connected with us nor our agents nor our suppliers make any representation as to the accuracy, completeness or timeliness of any information or opinions made available to you on the Website. No information or opinions on the Website constitute an offer of solicitation by us or a Person connected with us to buy, sell or deal otherwise in any particular investments. You should seek professional advice as to the suitability of any investment referred to on the Website.



## ABUSE, CORRUPTION OR MISUSED EQUIPMENT, TRANSMISSION OR DATA

We use reasonable endeavours to ensure that the data on the Website is accurate and to correct any errors or omissions within our control as soon as practicable after we become aware of them. However, we do not guarantee that the Website and any stock related or other information available from it will be error free or uninterrupted.

We will not be liable for any inaccuracy, errors or omissions in the stock related information which may be caused (including the electronic transmission of data, content, material and information over the information or decryption of it by others) or for any damages resulting therefrom.

You agree that you are fully aware of the fact that the information accessible over the Internet may contain viruses or other harmful and destructive components.

For the reasons set out above you agree to accept the services “as is” and “as available” without any warranty of any kind either express or implied, including by not limited to warranties of merchantability, speed of date transmission, of any kind whatsoever, fitness or purpose, title or non-infringement.

You are responsible for providing and maintaining at an appropriate standard the computer and communications equipment necessary for accessing and using the Website and for all fees and charges incurred by you in such access and use.

You will not use the Website for any unlawful, obscene, abusive or libellous purpose.

## LIABILITY

You accept that we have no liability to you, arising from breach of confidentiality or otherwise, if through no fault of our own any other person sees any communication that is deemed to have been delivered to your email address. You acknowledge that any third party you may have appointed to act on your behalf (or to whom you have given consent to view your personal information) will, once authorised by us, be able to view your details online for administrative purposes only. Such authorisation includes the imposition on the third party of our normal security measures.

We obtain and display on our Website information from third party sources and

although we believe them to be of good repute we do not check or monitor it, and we accept no responsibility for the accuracy or timeliness of process or any other information obtained from such third parties.

We cannot be held liable and will not be liable under any circumstances, for any loss or damages of any kind which results or may result from your use of the Website (including but not limited to system errors, deletion or loss of files, defects or delays in transmission of instructions or other information, any failure of our server or the internet, or any other event beyond our control) or your access to the internet or use thereof for any purpose whatsoever or for any reliance on or use of information received on or through the Website or the internet. You agree that your sole and exclusive remedy if dissatisfied with the Website for any reason whatsoever, is termination of our services, in accordance with the provisions of this agreement.

## ELECTRONIC COMMUNICATIONS

The inherent difficulties of Electronic Communications means that we cannot accept responsibility for the transmission or the reception of (or the failure to transmit or to receive) material where such transmission, reception or failure is caused by or relates to your own systems or that of a third party.

It is your responsibility to advise us of your current and correct email or other electronic address, including that address to which you may elect to have us send communications under our Terms.

If you communicate with us from an email or other address that we do not recognise, we shall not act on any instruction contained in it. We also reserve the right to cease or temporarily suspend Electronic Communications and begin communication with you by post, fax or by telephone if, in our reasonable opinions, we consider that this is prudent or necessary (for example, to ensure information security, to comply with the Rules or if we receive an automatically generated message indicating that our Electronic Communication transmitted to you has failed to reach its intended recipient).

Instructions given to us by Electronic Communications are effective when we receive them. You cannot assume that we have received any electronic communication until we have confirmed to you that we have



received it by either expressly confirming receipt or by acting upon it.

## COPYRIGHT

All information and opinions communicated via us either on the Website, documentation or other media are protected by copyright and other intellectual property laws. They may be displayed and printed for your personal non-commercial use only. You agree not to reproduce, transmit or distribute them to anyone (including, but not limited to, bulletin boards, mailing lists or newsgroups) without our prior written consent

# General Terms

## THE QUALITY OF OUR SERVICE

We aim to maintain the highest standards, but even in the best-run organisations things sometimes go wrong. Often these issues are simple misunderstandings, but however trifling or serious they are your Financial Adviser should be able to resolve them for you. If this fails to satisfy you then please write to the Compliance Department at our registered office. We are subject to the independent jurisdiction of the Financial Ombudsman Service and, where you are categorised as a Retail Client, your complaint will be dealt with in accordance with the Rules. However, you should note that if you are categorised as a Professional Client you may not be eligible to certain courses of redress. A copy of our complaints procedure for complainants is available on request. You should note that if you have been classified as a Professional Client you may lose your right of redress to the Financial Ombudsman Service.

## COMPLAINTS

If you have a complaint, you should contact our compliance team at our registered office, details of which are given in this document, who will acknowledge the issue, investigate the circumstances and then report back to you with their findings. A copy of the procedures we follow in handling complaints is available on request. If you feel that we have failed to handle your complaint to your satisfaction you have the right to complain to the independent Financial Ombudsman Service (FOS), details of which will be provided to you, if you are an eligible complainant, as defined by the FCA Rules.

## AMENDMENTS

We may amend our Terms (including changes to applicable fees and commissions) by giving you at least 30 days' notice. We will only make changes for good reason including but not limited to:

- making them clearer and more favourable to you;
- reflecting legitimate increases or reductions in the cost of providing the service to you;
- providing for the introduction of new systems, services, changes in technology and products;
- rectifying any mistakes that may be discovered in due course;
- reflecting a change of applicable law or regulation.

Any amendment which is made to reflect a change of applicable law or regulation may take effect immediately or otherwise as we may specify.

## BEST EXECUTION POLICY

It is in both our mutual interests that we obtain the best possible results when placing orders with other firms for the execution of client orders or when transmitting orders on behalf of our clients.

We are required to take all reasonable steps to provide best execution when carrying out such transactions. We have created and adopted a policy regarding best execution which can be found on our website. You should read this policy in conjunction with these Terms of Business.

## FORCE MAJEURE

Under no circumstances whatsoever shall we be responsible or liable for any claim, loss, damage, expense or cost however suffered arising in consequence of any breach, failure to perform or delay in performing any of our obligations to you arising from:

- any matters outside our control;
- any breakdown in communications, whether between us and you or any other third party through whom we are dealing on your behalf;
- any regulatory ban on our activities;



- anything done or omitted to be done, or delayed in performance arising from the absence or inaccuracy of any information provided to us or on your behalf or any exchange or intermediate broker or other third party through whom we are dealing on your behalf.

We will not be responsible or liable for any consequential losses, except where the losses arise as a result of our wilful default, negligence or our breach of FCA rules.

Nor shall we be liable for the tax consequences of any transaction which we may effect for you.

#### WHEN THE TERMS WILL NOT BE VALID

Each condition of this agreement is separate. If we cannot enforce any condition or it is invalid or breaks any laws or regulations which apply, it will not affect any other conditions. However, if this condition affects the commercial basis of these arrangements, we and you will negotiate in good faith to change the conditions to correct the situation.

#### JURISDICTION & OTHER MATTERS

Our Terms and our legal relationship with you will be governed by English Law. The English Courts are to have jurisdiction to settle any disputes or claims which may arise out of or in connection with our Terms and our legal relationship with you and both we and you agree to the exclusive jurisdiction of the English Courts. No amendment to our Terms will affect any legal rights or obligations, which may already have arisen.

#### REGULATOR

We are regulated by the Financial Conduct Authority, whose address is:

12 Endeavour Square  
London  
E20 1JN

The FCA website may be found at

[www.fca.org.uk](http://www.fca.org.uk)

Our FCA reference number is 598291

#### REGISTERED OFFICE

GHC Wealth Management Limited  
22-30 Horsefair Street  
Leicester  
LE1 5BD

We are registered in England & Wales under number: 05917020

t: (0116) 204 5500

e: [customerservice@ghcwealth.co.uk](mailto:customerservice@ghcwealth.co.uk)

w: [www.ghcwealth.co.uk](http://www.ghcwealth.co.uk)



## Fees & Charges

Our standard fees are set out below. We will agree the terms with you in writing prior to your consent to these terms and conditions and set these out as a schedule to this agreement. Please note that other costs including taxes may arise that are neither imposed by us nor paid by us.

### REGULATED ACTIVITY

#### Advice

A Wealth Management and Financial Planning review and report will typically cost £750 but will depend upon the complexity of the report required. Some examples of typical charges are below:

Example 1 - Pension review pre-retirement  
£750-£1,500

Example 2 - Retirement cashflow and income planning - £500 - £1,000

Example 3 - Full financial plan and report  
£1,000 - £2,500

These charges are based on our hourly rates of

Financial Adviser - £180 per hour

Paraplanner - £100 per hour

Administrator - £80 per hour

Additionally we reserve the right to charge for any out of pocket expenses including, where appropriate, mileage at the standard HMRC rate.

Charges for any one-off pieces of work will depend on the complexity of what is required.

The amount charged will be agreed with you in advance of any work being carried out and will be confirmed in writing. In certain circumstances, VAT will be payable.

#### Implementation of advice

The advice we provide may include a recommendation for you to make an investment or contribute a top up to an existing investment. Our fee for this will be a percentage of the new investment and will typically be 3%. The final fee we charge will depend upon the outcome of our investigation and the nature of our recommendation. This will be explained and confirmed in your suitability report.

For example, the cost of implementing an investment of £250,000 with a fee of 3% would be £7,500.

Full details of these fees will be provided to you in writing prior to you deciding to invest. VAT will be payable under certain circumstances. The cost of your Wealth Management and Financial Planning Review and Report will be offset against this fee.

Additionally, where you decide to top up your investments at a later date and there is a need to re-check the suitability of your investment there will be a fee based on the value of your top up which will typically be 3% of its value.

#### Ongoing charges

Any investments which we arrange for you will be kept under review as part of an ongoing service for which you agree to pay. This is to make sure that the recommended products and services continue to be suitable for you requirements and circumstances. Our fee structure is based upon a percentage of your funds under advice and will typically be subject to a maximum of 1%.

For example, the cost for a client with funds under management of £250,000 would be £2,500pa.

Final fees will be dependent upon the complexity of service. Our standard service is one meeting per year either at our offices, by telephone, or by video conference. Full details will be provided to you in writing prior to you deciding to invest.

#### Protection Planning

For our range of advised, non-investment, protection planning services, we would ordinarily be paid via commission where this can be facilitated by the provider. However, if you would like us to work on a fee basis, the fee will be based on hourly rates. Any commission can be used to offset this fee. Our current hourly rates are as follows:

Financial Adviser - £180 per hour

Paraplanner - £100 per hour

Administrator - £80 per hour

Prices will be agreed and documented in our suitability confirmation communications

In respect of any regular premium protection policy arranged for you by us; should you





cease to pay premiums on the policy and, as a consequence, we are obliged to refund commission paid to us, we reserve the right to charge you a fee to cover the refund we had to pay. This will be for a period of up to 4 years following the commencement of the policy. We will confirm the exact amount you will have to pay and the timescale over which it will need to be paid in the suitability report we will send you when a recommendation is made. We will not charge you on this basis if you exercise your right to cancel in accordance with any cancellation notice sent to you by the life insurance company.

### **UNREGULATED ACTIVITY**

In relation to unregulated financial planning we work on a fee basis which is based on an hourly rate which varies depending upon the level of support and complexity of advice required. We will provide you with a written 'Scope of Work' quotation for your agreement prior to commencement.

Our current hourly rates are as follows:

Financial Adviser - £180 per hour

Paraplanner - £100 per hour

Administrator - £80 per hour

### **VAT**

For both regulated and unregulated activity charges, in certain circumstances, VAT at the prevailing standard rate will be payable.

### **Out of Pocket Expenses**

For both regulated and unregulated activity we reserve the right to charge for any out of pocket expenses including, where appropriate, mileage at the standard HMRC rate.



Please fill in your details in the appropriate section and return to your GHC Wealth Management representative.

By signing this form you are agreeing to these Terms of Business.

Please use a **BLACK BALLPOINT PEN** and **BLOCK CAPITAL** letters.

#### INDIVIDUALS AND JOINT ACCOUNTS

##### Your Personal Details

Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐ Other (Please Specify)

First Name(s):

Last Name:

Address:

County:

Postcode:

Email:

Mobile No.

Tel No.

Signature:

Date:

##### Your Personal Details

Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐ Other (Please Specify)

First Name(s):

Last Name:

Address:

County:

Postcode:

Email:

Mobile No.

Tel No.

Signature:

Date:





Please fill in your details in the appropriate section and return to your GHC Wealth Management representative.

By signing this form you are agreeing to these Terms of Business.

Please use a **BLACK BALLPOINT PEN** and **BLOCK CAPITAL** letters.

#### CORPORATES AND TRUSTS

##### Details of Entity

Company / Trust Name:	Registered Number:
Company / Trust Address:	
County:	Postcode:
Email:	Telephone No.
VAT No.	

Contact Name:		Signature:	
Occupation:		Date:	

Contact Name:		Signature:	
Occupation:		Date:	

Contact Name:		Signature:	
Occupation:		Date:	



### CONSENT TO THE COLLECTION, STORAGE, AND USE OF, SPECIAL CATEGORY DATA

GHC Wealth management limited may process health information when organising services in relation to protection insurance.

If you agree to the collection, storage and use of this data please tick here ☐

### NEWSLETTERS, SEMINARS AND OTHER SERVICES

GHC would like to send you from time to time, newsletters containing a variety of articles regarding, for example, economic commentaries and latest pension news.

GHC would also like to invite you to seminars where we can update you on the latest changes affecting personal finances.

If you would like to receive these newsletters or these invitations please tick the relevant boxes below:

#### Newsletters

By Email ☐

By Post ☐

#### Seminar Invitations

By Email ☐

By Post ☐



## Notes





## Notes



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