



Terms of business



Welcome to Citywide Financial Partners

This is our client agreement that lays out the framework for the way we'll work together. We take looking after your money very seriously, so it does include a lot of legal and regulatory information, but we've tried to make things clearer where we can.

It's important that you read this carefully and understand what it means before signing and keeping a copy somewhere safe for your records. We won't be able to go ahead with arranging any investments or financial advice for you until you have signed it.

If you have any queries about this document or the services we offer, please let us know.

We really look forward to working with you.



Clinton Askew

CEO and Financial Planner

What is in this Agreement?

These Terms of Business are split into three parts:

Part one:
How we will work together

Part two:
Our services

Part three:
Fees & client declaration

Who is covered by this Agreement?

Client: the person/persons, Limited Liability Partnership (LLP), firm or company instructing Citywide, including references to "you" and "your".

Citywide: Citywide Financial Partners Limited, including references to "us", "we" and "our".





PART ONE:

HOW WE WILL WORK TOGETHER

1 Advice services

Citywide is independent for investments and pension business. This means we will assess the diverse range of product types and providers in the market to meet your objectives. We are not limited in the type of product or provider and have no close links or contractual relationship with a third party that may affect the independence of our advice.

When looking to address your protection needs, we will provide advice based on a fair and personal analysis of the market.

We are bound by the rules of the Financial Conduct Authority (FCA). Our FCA membership number is 231683.

2 Appointment and duration of Agreement

In signing these Terms of Business ('the Agreement'), you appoint us and we agree to provide the service level outlined in Part Two: Our Services on page 13.

The Appointment will start on and will continue for an initial period of one year. After that time, it will continue unless terminated.

Termination

You or we may terminate this Agreement and authority to act on your behalf at any time, without penalty, by giving three months' notice in writing. Any notice period will start on the first day of the month after notice is given.

When the Agreement ends, you will be liable to pay for any advice or services that you have received before the date of termination. We will refund any money you have paid in advance for services we have not provided.

If you terminate our authority to act on your behalf, we will co-operate with any requests to transfer any details of your affairs that we hold to another professional firm. This will be subject to your written authorisation and agreement to meet any related costs.

Amendment

We may amend the terms of this Agreement from time to time. If we are currently providing you with any services, we will give you 30 days' advanced notice of any changes, or we may request your consent to the changes before we next provide any services to you. If you do not want to accept the amended terms and conditions, you have the right to terminate the Agreement with immediate effect and without penalty.



3 Client classification

To provide the highest level of regulatory protection, Citywide classifies all clients as 'retail clients' for investment and pension advice, and as a 'consumer' for protection advice. We endeavour to provide all clients with the highest level of service and advice that a retail client could reasonably expect.

Regardless of our classification, any client who would ordinarily be considered a 'professional client' or 'eligible market counterparty' may not necessarily have rights under the Financial Ombudsman Service or the Financial Services Compensation Scheme.

4 Client instructions

Sending us instructions

Where we have agreed to accept instructions by telephone, fax, telex and/ or electronically (email or online), we will act on those that we reasonably believe to be genuine or sent by you, or on your behalf. At any time, we may ask you to confirm any verbal requests, notices and instructions promptly in writing, and any fax or electronic instructions in a phone call.

When it comes to fax, telex or electronic instructions, you acknowledge that:

- sending these instructions carries a greater element of risk, including falsification, misdirection or monitoring of messages by third parties.
- we do not give these instructions any special processing priority.
- we cannot be held liable for fraudulent or incorrect instructions where we have reason to believe they are genuine. An exception is if damage arises as a result of our gross negligence, wilful default or fraud.

It is your duty to ensure that any instructions given to us are clear and intelligible.

Receiving instructions

We reserve the right, at our discretion, to refuse to accept instructions. We will not be responsible for any loss to you as a result of acting or failing to act on any unauthorised, incorrect or unintelligible instructions, or as a result of any failure to advise or act due to a telecommunications or postal system failure or breakdown. We will acknowledge instructions as received and accepted by verbally confirming them with you.

Other communications

Any written notice or other document to be given under this Agreement (other than instructions as set out above) may be delivered personally or sent by first class post, Air Mail, Courier, telex, email (notices from us to you only) or fax, as applicable. Postal communications will be sent to you at the address given in the Application Form and to us at such address as we may from time to time notify to you.

Any written notice or document will be considered served:

- if delivered personally – at the time of delivery.
- if posted by first class post or Air Mail – seven days after being sent.
- if sent by fax, telex or email – 12 hours after being sent.

We may record telephone calls and verbal communications with you, that may be used in evidence in the event of a dispute.

Acting on instructions

We will not be responsible for any failure or delay in executing an instruction caused by circumstances beyond our reasonable control, including: acts of God, fires, strikes, terrorism, power failure, intervention by exchanges or regulators, court freezing order, or failure or error of any equipment, telecommunications, intermediary, exchange or counterparty.

Unless otherwise agreed between us, we will process your instructions and transactions during our normal hours of business: 08:30 to 17:00 Monday to Friday, excluding public holidays. Any standing instruction we receive will remain in effect until we receive a written cancellation or replacement instruction. We may require this in writing, signed by those authorised to do so. We must receive any request to change or cancel



an instruction in reasonable time to act upon it, and before funds or securities have been transacted. We accept no liability if insufficient time is given.

Custodian obligations

Where you have appointed your own custodian, we may deal with them as necessary, unless you have notified us in writing to the contrary. You will warrant that your custodian complies with this Agreement where relevant, including:

- settling transactions and fulfilling instructions relating to the authority you have given them;
- notifying us promptly if they are unable or unwilling to fulfil any instructions or settle any transaction;
- notifying us promptly of all notices or other communications received regarding your securities that they hold relating to this Agreement; and
- providing us with any other information regarding your securities relating to this Agreement as we may reasonably request, including valuations.

5 Confidentiality

When making decisions or taking action in providing the services under this Agreement, we are not obliged to disclose to you, or take into consideration, information:

- where disclosure to the Client would be a breach of duty or confidence to any other person; or
- that comes to the notice of an employee, officer or agent of us, but does not come to the actual notice of the individual giving the advice in question.

Both parties will at all times keep confidential all confidential information acquired under this Agreement. The exception here is information either party is bound to disclose by law or by request of regulatory agencies or to our respective professional advisers.

6 Joint accounts

If the Client is more than one person:

- the obligations of the Client under this Agreement shall be joint;
- we will be authorised to act on the instructions of any one or more of such persons, which shall be binding on all; and
- any notice or other communication given to any such person shall for the purposes of this Agreement be deemed to be given to all.

Our authority under the Agreement is given by you on behalf of your successors in title as well as yourself. Accordingly, on your death, the Agreement will continue in effect until terminated by your personal representatives. We may act on the instructions of your personal representative (but are not bound to prior to any grant of representation).

7 Investment objectives and restrictions

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of investments, policies or companies you are willing to consider. Details of your stated restrictions and objectives will be included in the Suitability Report we will issue to you to confirm our recommendation.

Unless confirmed in writing to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

We will require you to provide up to date and accurate information of your personal circumstances and financial planning objectives to enable us to carry out our recommendations based on your particular circumstances.



8 The scope of our advice

Our advisory services cover a specific range of transactions and investments and will depend on any limitations that we may tell you about.

Our advice will be based on the information provided in your Fact Find, and then documented in your Suitability Report. All decisions on whether to invest in, hold or dispose of any asset are yours and we will only enter into transactions as you instruct. As you are responsible for your investment decisions, you can choose to invest against our advice and you have the right to decline to follow our advice by not transacting as we advise.

If you wish us to facilitate the purchase of a financial product on an “execution only” basis, we may agree to arrange a transaction at your specific request. In these cases, we will not provide any advice on the suitability of the product in relation to your specific circumstances and you will be required to make this decision yourself before you ask us to arrange it on your behalf. Furthermore, we will not undertake a review of your individual circumstances to assess the suitability of the product for you in the future. You should therefore ensure that you have sufficient knowledge and experience to make this decision for yourself in such circumstances.

Exclusions

Any investments held within an unregulated collective investment scheme (UCIS) will be excluded from the advice and ongoing service that we provide. If our advice results in a transfer from one policy or provider to a suitable alternative, then the recommendation will only consider regulated investments.

Citywide do not provide any regulated advice in relation to UCIS and therefore will not provide an opinion as to their ongoing suitability.

9 Risk warnings

All investment carries a degree of risk. When instructing us to act for you and to enter into transactions on your behalf, you accept the possibility that an investment may result in significant losses and may not achieve its anticipated aim.

Risk usually increases in proportion with the expected rate of return. Investments can go down in value as well as up and you could get back less than you invest. Past performance is not a guide to future performance.

You should carefully consider any risk warnings provided in the Investment Strategy and Implementation Reports and any accompanying product literature. Before entering into any investment agreement, we will explain and ensure you understand the risks associated with the product to check you are content to accept that level of risk.

Your understanding of risk

Although we will explain the risk of any investment product as part of our advice process, it is important that you understand the risk associated with the relevant product. If you are unsure about the way the product or recommendation works or require further clarification, please raise this with us.

We will give investment recommendations that we consider are suitable for your investment objectives and attitude to risk. While we use reasonable endeavours to give advice to meet your investment objectives, we will not be responsible if those objectives are not achieved, whether or not you acted upon our recommendations.



10 Liability and indemnity

We will at all times act with due care and diligence in performing our duties under this Agreement. However, we will not be responsible for any act, omission or any loss to or depreciation in the value of your investments or other assets, unless this is caused by our gross negligence, wilful default or fraud.

We will not be responsible for any loss resulting from the acts, omissions or insolvency of any broker, trader, market maker or dealer, exchange or any depository, agent or nominee selected by us in good faith to effect any transaction or for the safe custody of any of your investments or other assets.

You will indemnify us against any liability, loss, charge, demand, proceedings, cost or expense which we may suffer, pay or incur relating to us performing our obligations and services under this Agreement. We will not be required to take any action on your behalf unless fully indemnified to our satisfaction for all costs and liabilities likely to be incurred or suffered by us.

In no event will we be liable for any consequential or special loss and/or damage which may be incurred as a result of you entering into this Agreement, even if we had prior notice of its potential. This includes loss of business, profit, data, goodwill or reputation, or wasted management time.

Nothing in this Agreement will oblige us to act in contravention of applicable laws, regulations, directions of authorities or regulators, market customs or practices. You accept that we are entitled to act in accordance with all of those, and will not be liable to you for the consequences of doing so.

Our aggregate liability to you under this agreement shall be limited to £2,000,000.

Nothing in this paragraph attempts to exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for any breach of our duties under the regulatory system, death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of those legal rights in relation to the services which are granted to you by statute and may not be limited or excluded.

11 Limitation of liability

We will not be liable to you for any loss arising from, or connected with, our compliance with any statutory obligation we may have, or reasonably believe we may have, to report matters to the relevant authorities under the provisions of the money laundering and proceeds of crime legislation.

12 Client protection

As required by the Financial Conduct Authority (FCA), Citywide maintains Professional Indemnity Insurance for the protection of our clients in the event of negligence by an employee. We maintain up to £2,000,000 of cover for each claim and in aggregate.

If you make a valid claim against us in respect of the investments we arrange for you and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme (FSCS). The compensation you may be entitled to depends on the type of transaction.

Further information about compensation arrangements is available from the Financial Services Compensation Scheme, tel: 0800 678 1100 or 020 7741 4100, www.fscs.org.uk.

13 Client warranties

You confirm that:

- you have full power to appoint us;
- any information provided to us, including relating to your tax status, is complete and accurate, and you agree to provide any further information properly required by any competent authority. You will notify us if there is any material change in any such information provided.
- You will promptly give us any information required to enable us to comply with all applicable disclosure obligations or requirements from time to time under the Companies Act 1985, the City Code on Takeovers and Mergers, FCA rules and the laws, rules or regulations of any relevant jurisdiction, exchange, market or regulatory authority.



14 Foreign Account Tax Compliance Act (FATCA)

This law requires people connected to the United States who hold an interest in any specified foreign financial assets – with an aggregate value over \$50,000 – to report related information to the U.S. Internal Revenue Service (IRS).

It is your responsibility to inform us if you were born in the U.S. and/or have:

- U.S. citizenship or lawful permanent resident (green card) status
- A U.S. residence address or correspondence address (including a U.S. PO box)
- Standing instructions to transfer funds to an account maintained in the U.S. or directions regularly received from a U.S. address
- An 'in care of' address or 'hold mail' address that is the sole address with respect to the client
- A power of attorney or signatory authority granted to a person with a U.S. address

Please note that we are not responsible in any way for any reporting obligations that you may have in relation to FATCA. We may also share your FATCA status with other financial institutions, HMRC and/or the IRS if requested.

15 Client money

Citywide does not handle client money. We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you a bill) or handle cash. Any such, cheques received by us will immediately be returned to you by ordinary post to your last known address.

16 Investment registration

All investments will be registered in your name unless you instruct us otherwise in writing. If you instruct us to register investments in the name of, or jointly with, any third party, we will not accept any liability for their default.

17 Policy documents

Policies, certificates or other documents showing ownership of your investments will normally be sent directly to you by the product providers concerned. If sent to us, they will be forwarded to you as soon as is practical in the circumstances. Where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you. We do not otherwise offer clients a safe custody service, and accept no liability for the default of any third party to whom you instruct us to forward documents.

18 Restrictions on designated investment/markets

Restrictions on investment are specified in our Suitability Report.

Other than those specified under Sections 7&8 of this agreement, there are no restrictions on:

- the type(s) of investment(s) or asset(s) that may be recommended
- the amount of any one or type of investment or asset that may be recommended
- the markets or exchanges on or through which transactions may be recommended to be effected or executed.

19 Payments for services

The fees and charges payable by you to us for our services under this Agreement, including the basis of their calculation and how frequently they are to be paid and collected, are specified in Part three.

The required payment period is within 14 days of the date of invoice, unless otherwise agreed in writing.

We may receive remuneration from or share charges with a third party (who may be an Associate). If the basis or amount of such remuneration or charges is not stated separately on confirmations of transactions, this will be available on request.

You will be responsible for the payment of any



taxes, duties and other fiscal liabilities and all other liabilities and costs properly payable or incurred by us under this Agreement.

Any sums due to us or to any other person in respect of fees, expenses or otherwise pursuant to this Agreement (plus any applicable VAT) may be withdrawn from any of your assets held by us. If applicable, you give us authority to direct your Custodian to make payment of all invoices and other requests for payment in respect of this Agreement.

We are authorised by you to realise on your behalf any of your investments and other assets held by us to meet any obligation of the kind referred to in this Agreement. Before doing this, we will give you at least three business days' notice, either verbally or in writing.

If you default in paying any amount when it is due, you will pay interest to us on the overdue amount at the Bank of England base rate plus 4%.

20 Wrap providers

If you chose to hold assets within an investment wrap platform or similar third party investment institution to provide custodian services for your assets, you need to be aware that there will be separate terms and conditions applicable to that third party provider.

We cannot be held liable for any loss suffered arising from your use of any third party services. Your sole recourse in respect of any performance, non-performance or delay in performance of the contract or arrangement by that third party will be against that third party. As such, we would always recommend that you read any third party's terms and conditions carefully to make sure you are happy to engage with them.

If you terminate our engagement in accordance with this Agreement, you may need to instruct the relevant third party wrap provider directly and arrange for the removal of assets from the account or appoint another adviser who will be able to access your assets and provide further ongoing advice to you. We will be pleased to assist you at this time in cancelling our service to you, making sure that any relevant third party provider is informed of this cancellation.

21 Third party rights

A person who is not a party to this Agreement will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999, except where such rights are expressly granted by or where relevant waivers or limitations are contained in the Agreement.

The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to it.

22 Conflicts of interest

There may be occasions where we, or one of our clients, will have some form of interest in business that we are transacting 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 inform you in writing and obtain your consent before we carry out your instructions. If we can continue to act for you, we will tell you how we will ensure your interests are protected. If we have to cease acting for you, we will help you find advice from elsewhere if you want us to.

Contact us if you want further information on our conflicts of interest policy.

23 Verification of client identity

We are legally obliged to verify your identity and certain other information, as well as recording the source of the funds being invested. We may undertake verification electronically or physically to confirm your identity and address. We reserve the right, at our absolute discretion, not to proceed with your instructions when we are not reasonably satisfied with the lawfulness of the transaction.

We accept no responsibility or liability for the consequences, whether direct or indirect, of any delay or failure to invest funds when our client verification requirements have not been satisfied in full. We may conduct the checks using software. You should note that this check will leave a 'soft footprint' on your credit file, but will not affect your credit rating.



24 Data protection

We are committed to keeping your data secure. For more information on this, see our Privacy Notice on our website at www.citywidefinancial.co.uk.

25 Sensitive data

To provide our financial planning services, we need to understand your health, beliefs, and other factors to ensure we are able to provide you with the most appropriate advice and products. This means that we may need to collect sensitive personal data – including information about your health, ethnic origin or criminal prosecutions – from you and third parties, such as employers and credit reference agencies, fraud prevention agencies and other similar organisations. This may be a requirement of providing you with certain services, including advice on protection or annuity products. We may also need to share this information with third party providers to obtain quotes on your behalf.

We believe that we are able to obtain and hold sensitive data about you under the lawful basis of 'legal claims'

26 Records

You or your nominated agent may inspect contract notes, vouchers and entries in our books (whether kept manually or electronically), which relate solely to your investments. As all our clients' records are confidential, we reserve the right to give you copies of extracts from our records to prevent access to files containing records about other clients. We keep records of all our business transactions for at least six years.

27 Referrals to third parties

There may be occasions where we would refer you to a specialist for specific advice such as tax, mortgage or legal advice and currency services. If you pursue our suggestion to use the third party introduced to you, you should note that we are not responsible for the advice or service that they give you. You will be subject to their terms and conditions. They will agree their charges for their advice direct with you.

28 Tax advice

We may ask questions about your personal tax position and explain our understanding of the generic legal or tax position relating to products or services. This is to provide you with information on those products or services and to assist us in selecting which products or services may be appropriate for you.

We are not legal or tax advisers and do not provide legal or tax advice. We recommend that you obtain your own independent advice, tailored to your particular circumstances. You cannot rely on our information as a substitute for taking your own independent advice.

We are not responsible for the impact of any taxes, for instance capital gains tax, income tax or inheritance tax, when recommending specific transactions. As a result, some transactions we recommend may result in an additional tax liability for you.

29 Continuity of service upon death

In the event of your death, our advisory service will continue for the benefit of the survivor and/or your executors. Since any investments which we have arranged for you will continue to be managed and reviewed, we will continue to receive our agreed adviser charges until the executors of your estate instruct otherwise.

30 Legal jurisdiction

This agreement will be governed by and construed in accordance with the laws of England and Wales and any dispute will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

31 Further assistance

Each of the parties shall execute all deeds or documents (including any power of attorney) and do all such other things that may reasonably be required from time to time for the purpose of giving effect to the terms of this Agreement and the transactions contemplated hereby.



32 Complaints

If you have a complaint arising from the services we have provided to you under this Agreement, you should contact our Compliance Officer. They will investigate your complaint promptly.

We operate a formal complaint handling procedure in accordance with FCA regulations. If you are unhappy with the outcome of our complaint investigation, you may be eligible to refer your complaint to the Financial Ombudsman Services. We are required by FCA regulations to advise you where you are eligible for this service.

If you should have any complaint about the advice or service you have received, please contact:

Compliance Officer, Citywide Financial Partners Limited, Riverbridge House, Guildford Road, Leatherhead, Surrey, KT22 9AD. Tel: 01372 365 950.

email: info@citywidefinancial.co.uk

If you are not satisfied with the way we deal with your complaint, you can contact:

The Financial Ombudsman Service
South Quay Plaza

Harbour Exchange Square

London

E14 9SR

Telephone: 0800 023 4567 .

www.financial-ombudsman.org.uk





PART TWO: OUR SERVICES



FINANCIAL SUCCESS PROGRAMME™

Services included in our fees

Our comprehensive advisory service, the Financial Success Programme™, offers the following services as a minimum:

- **Investment consulting** – including bespoke portfolio constructions, annual rebalancing and cash management services
- **Capital protection** – including advice on critical illness insurance, income disability insurance, life insurance and mortgage protection
- **Tax optimisation** – including annual allowance planning, capital gains tax discussion, income tax planning and advice on tax advantaged investments
- **Pension planning** – including Defined Benefit pension transfer analysis, pension consolidation services and drawdown advice
- **Estate planning** – advice on charitable giving, inheritance tax mitigation strategies, wills and trusts services, and powers of attorney
- **Additional Services** – investment vs mortgage comparison, referrals and signposting
- **Financial planning** – including strategy meetings, annual progress meetings, cashflow modelling financial independence calculations and a personalised 'financial success number'

We offer a range of additional services as part of our commitment to fully support our clients. These services will be customised and planned to take place according to your specific needs and stage of life. Where there is an extra charge for these services, we will agree this with you in advance.

Client care included in our fees

As part of the Financial Success Programme™, our client servicing team will provide the following minimum level of service:

- A designated adviser
- A designated Client Service Team
- Comprehensive meeting notes
- Documented advice reports
- Access to 'My Citywide' app





PART THREE:

FEES & CLIENT DECLARATION



FINANCIAL SUCCESS PROGRAMME™

The Financial Success Programme™ Implementation Fee

We charge an implementation fee for meeting with you during the discovery and investment strategy process, which includes documenting our advice, implementing our recommendations and consolidating your investments.

The fee, which is based on the agreed value of your personal investment portfolio, is:

1.00% Fee

The Financial Success Programme™ Regular Fee

Fees are deducted monthly in advance* as follows:

Value of Personal Investment Portfolio	Per Month	Per Quarter	Annualised
First £600,000	0.08%	0.25%	1.00%
Next £1 million	0.07%	0.20%	0.80%
Next £1 million	0.06%	0.18%	0.70%
Next £1 million	0.05%	0.15%	0.60%
£3.6 million plus	0.04%	0.13%	0.50%



Notes on fees

Our advice fee is capped and will not exceed the relevant percentage given in Part three, irrespective of the value of your investments held with us. A minimum fee of £250 per month applies in all cases.

Example: for an investment of £1 million, you would be charged an implementation fee of 1% (£10,000) and a regular fee of 0.92% (equating to £9,200 per annum).

* Fees are deducted monthly in advance for assets held within your Wrap Account – which is calculated as 1/12th of the value of your portfolio that month (indicative monthly values have been rounded) – and for payments made by direct debit. For assets held outside of your Wrap Account, fees are payable quarterly in advance.

These fees are for Citywide Financial Partners Ltd Financial Success Programme™ only – they do not include Wrap Account manager, custodian, or fund management charges.

Where global custody services are provided, our fees will be deducted from the general account in the first instance.

Where your investments are not held within a Wrap Account, our fees will be charged from your bank account using the standing order mandate provided to you.

We reserve the right to charge additional fees in the event of death or divorce, if deemed necessary.

For protection advice, you will be advised of the commission that we will receive from the product provider before we submit the application form to the provider.

Citywide Financial Partners Limited Registered office:

Riverbridge House

Guildford Road,

Leatherhead, Surrey,

KT22 9AD

tel: 01372 365950

www.citywidefinancial.co.uk

Registered number: 04868360

Citywide Financial Partners Limited is authorised and regulated by the Financial Conduct Authority (FCA), registered number: 231683

