



Terms of Engagement

This agreement is issued on behalf of Burley Fox Limited, of 20 Cathedral Road, Cardiff, CF11 9LJ. We can be contacted by telephone on 029 2167 9770 or by email on info@burleyfox.com. Our permitted business is advising and arranging savings and investment products, pensions and non-investment insurance contracts.

The advice we provide to you on all contracts is Independent and based upon a comprehensive and fair analysis of our relevant market. We will place no restrictions on the Investment Markets we will consider before providing investment recommendations, unless you instruct us otherwise.

The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates the financial services. It requires us to give you this document when advising on certain financial products. You need to read this important document. It explains the service you are being offered and how you will pay for it.

Burley Fox Limited is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 610482.

Our permitted business is Pensions (advice on Pension Transfers and Opt Outs is limited to policies with Guaranteed Annuity Rates and defined contribution occupational pension schemes with no safeguarded benefits), Investments, Life Assurance, Permanent Health Insurance, Private Medical Insurance, Accident & Sickness Insurance and Income Protection.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

Client Responsibility

It is important that you provide us with the information that we request in order for us to provide the advice and services you want. We therefore ask that clients do not unreasonably withhold relevant information. Please note that any advice or recommendation we provide to you will be based on the information you provide to us.

Client classification

Unless we notify you in writing to the contrary, we will be treating you as a "retail client". This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service. Details of our complaints procedures are available on request.

Client Money

WE DO NOT HANDLE CLIENTS' MONEY. We never accept a cheque made out to us (unless it's a cheque in settlement of charges or disbursements for which we have sent you an invoice) or handle cash.

Whose products do we offer?

We are independent advisers. We will advise and make a recommendation for investments and pensions after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market.

For insurance plans, we offer products from a range of insurers for Term Assurance, Mortgage Protection Insurance, Critical Illness Insurance, Income Protection Insurance, Private Medical Insurance and Accident, Sickness and Unemployment Insurance.

What will you have to pay us for our services?

Investments

Whether you buy a product or not; you will pay us a fee for our advice and services, which will become payable on completion of our work. We will confirm the rate we will charge in writing before beginning work and we will tell you if you have to pay VAT. You may ask us for an estimate of how much in total we might charge.

You may also ask us not to exceed a given amount without checking with you first. Contained within this document are some examples of the costs you will be charged, but these are only examples and are not specific to you.

Where we charge by the hour for work, our maximum rate will be:

• Director	£350
• Financial Adviser	£300
• Paraplanner	£225
• Practice Manager	£200
• Administration	£150

For example: If a Director spends 3 hours to complete a recommendation with you, plus the paraplanner and administrator's time of 2 hours, then the total cost would be £1,800. This fee can either be paid directly by you or by the recommended Provider of the product as a deduction from your investment amount.

For ongoing fees a fee of 1% of the value of the fund will apply.

We will provide you with a written indication of the likely fees in advance before commencing work. Under current legislation VAT may be payable on the amount charged.

Alternatively, depending on the type of work you require us to carry out and the amount of money you wish to invest, we may agree to charge a lump sum amount as a percentage of the amount invested. The adviser charge can either be paid directly by you or by the recommended Provider of the product as a deduction from your investment amount as detailed overleaf:

- Taking on a new client and setting up a new investment portfolio. 1% of the value of investments to be placed in the new portfolio, for example; £1,000 on a portfolio valued at £100,000.
- Making additional investments to a portfolio already held with us. We will not charge you an initial fee if you already have a portfolio with us.
- Ongoing annual suitability reviews of investments in a portfolio held with us. 1% of the value of investments held within the portfolio up to £750,000, for example; £1,000 per annum on a portfolio valued at £100,000. For portfolios valued in excess of £750,000, the ongoing fee will be negotiable.

All clients choosing to pay an ongoing service charge will receive an annual suitability review, either face to face or via the post and telephone.

Fixed Fee Basis

There may be occasions where we will charge you a fixed fee, which we will agree at outset for the advice or work we do for you. If you choose to pay a fixed fee, the amount we will charge you will depend on the complexity of your current plans and on your requirements. However, there will be a minimum charge of £1,500.

We will provide you with a written indication of the likely fees in advance before commencing work. Under current legislation VAT may be payable on the amount charged.

For example; if you ask us to review your existing plans and prepare a report on your behalf, we will charge you a minimum initial fee of £1,500 which will pay for up to five plans to be reviewed. For each additional plan, a fixed fee of £500 will apply. Therefore if we review seven existing plans on your behalf the total cost for this review and report will be £2,500.

Regular Contributions

If you invest £200 per month into a Pension or Investment plan, and you agree that 50% is to be paid to us as a fee, then either, you will need to pay us £100 per month, in this case £200 will be invested, or if you choose for the Provider to pay us our fee, then £100 will be deducted from each monthly contribution for the first twelve months of the plan, and £100 will be invested. After the initial twelve month period 100% of the contribution (£200) will be invested.

If you wish to pay our fee as an hourly rate, this will be calculated on the amount of time we need to spend in dealing with your requirements, and will be based upon our hourly rates. The current hourly rates are listed above.

It is difficult to provide an estimate of the likely fees for Implementation, as this will depend upon the nature and number of products being dealt with. A simple investment or pension case will usually take in the region of 3 hours of the Directors time plus 3 hours Para-Planning time, and 2 hours administrative work, which would be a total cost of £2,025. However, more complex cases and those that require medical investigations or underwriting will take longer. We will provide you with an indication of the fee before commencing work.

If you choose to pay a fixed fee, the amount we will charge you will depend on the complexity of your plans and on your requirements. However, there will be a minimum charge of £1,500.

We will provide you with a written indication of the likely fees in advance before commencing work. Under current legislation VAT may be payable on the amount charged.

Aggregated costs and charges for Investments

There will always be costs and charges associated with your investment and recommended solutions. These costs and charges will have an effect on the return you receive. Prior to you making any investment decision, we will provide you the information on all costs and charges that may be applied to your investments. We will also include an indication on the overall effect of these costs and charges on the return of your investments.

Transactional clients

If you do not require ongoing service, either due to the nature of your portfolio, or as a result of your own expertise or circumstances, no ongoing adviser charge will be payable to the firm. This will be discussed and agreed at outset. If service is required at a later date an adviser charge will be payable for the service and will be agreed prior to commencing work. If you decide to become a transactional client no annual suitability review will be conducted. Please refer to the disadvantages listed in the bullet points below, where no ongoing service is required.

Opting Out of Ongoing Service

You may also choose to stop any on-going service you receive at any time by writing to us. On receipt of your letter we will cease all on-going payments and service with immediate effect. However, please take note of the following:

- If you choose this option, no ongoing charge will be made and no on-going service will be provided.
- If your financial circumstances, objectives and attitude to risk change over time, the structure of your investment portfolio may no longer be in your best interests.
- You will not receive an annual suitability review.
- As financial markets fluctuate, the way your assets are allocated in your portfolio may become unbalanced and ultimately expose you to more or less investment risk than you wish to accept.

You may choose to opt back in to ongoing service at any time by contacting us in writing.

Fund Switches

If you have a portfolio of pensions and investments, your financial adviser may, from time to time, advise you to switch some of the funds within this portfolio. We will not charge any additional fees for this advice but there is likely to be an underlying cost for the switch. We will explain this cost and the approximate amount before you make a decision.



Insurance

No fee will be charged for Term Assurance, Mortgage Payment Protection Insurance, Critical Illness Insurance, Income Protection Insurance, Private Medical Insurance and Accident, Sickness and Unemployment Insurance, if you elect for the Provider to pay us a commission for this service.

You will receive a quotation which will tell you exactly how much commission we will receive and about any other fees relating to any particular insurance policy. However, if you prefer to pay us a fee for this work we will pass on the full value of that commission to you in one or more ways. For example, we could reduce the premium you pay or increase the amount of cover you purchase.

Disclosure of charges/fees

All charges/fees will be fully disclosed to you. These will be disclosed in summary form before we undertake any work for you. The precise charges relating to any work or recommendations we make will be confirmed in your suitability report or relevant product disclosure information that is provided to you.

VAT

The charges/fees will be VAT exempt unless the work we provide for you only involves advice and/or preparing a report, in which case VAT will be applicable. In either circumstance we will advise you before we undertake any work for you. The initial and on-going services form part of the same package.

There is no additional cost to you for using a means of distance communication.

What to do if you have a complaint

In the event that you are dissatisfied with a recommendation we have made you may be entitled to make a complaint. We have an internal complaints handling procedure for the reasonable and prompt handling of complaints that is available on request.

If you wish to register a complaint, please contact us:

In writing : The Compliance Officer
Burley Fox Limited
20 Cathedral Road
Cardiff
CF11 9LJ

By phone : 029 2167 9770

By e-mail info@burleyfox.com

Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

- **Investment** Most types of investment business are covered up to a maximum limit of £85,000
- **Insurance** Insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

Conflict of interest

We will endeavour always to act in the best interests of our clients. However, circumstances can arise where we or one of our other customers may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other customers conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment. There may be occasions when we will be unable to act for one of the parties. As a consequence of such potential conflicts arising, we have put arrangements in place to ensure our clients are treated fairly.

Other benefits we may receive

From time to time we may attend training events funded and /or delivered by product providers, fund managers and platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. We will not accept inducements from any product provider, fund manager or platform. We have put arrangements in place to ensure our clients are treated fairly. Further details are available on request.

Best execution

In executing or transmitting orders on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.

Risk warnings

Please be aware that the value of investments can fall as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not a reliable indicator of future results. Specific warnings relevant to the investments, or investment strategies, we recommend will be confirmed to you in your Suitability Report.

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

We may also, on occasion, advise on other financial products which are not regulated by the FCA under the Financial Services Act 2012. The Financial Services Compensation Scheme does not apply to any of these products.

Neither Burley Fox Limited nor its employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you the client to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

Cancellation rights

In most cases you can exercise a right to cancel, by withdrawing from the contract recommended to you. In general terms you will normally have a 30 day statutory cancellation period for a life, pure protection, payment protection or pension policy and a 14 day statutory cancellation period for all other policies. We will advise you in writing of your cancellation rights.

The start of the cancellation period will normally begin, for pure protection policies, when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

If you cancel a single premium contract, we may require you to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

You will not have any cancellation rights for ISAs which are not invested in packaged products. Nor will you have any cancellation rights for execution only transactions in authorised unit trusts and OEICs whether or not in an ISA. The effect of cancelling the last component of an ISA has the effect of cancelling the entire ISA agreement and may also delay you from entering into another ISA agreement until the next tax year. Where the ISA results from a transfer you may also lose that ISA allowance.

Documentation

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 Policy Documents 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.

Termination

You or we may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to these terms of business unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees outstanding, if applicable.

Anti-money laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

Data Protection

The General Data Protection Regulations came into force on the 25th May 2018.

Your personal information is very important to us. We will endeavour to take all due care to protect this information. We would like to highlight below a few matters relating to your information that you should be aware of.

Some services are provided to Burley Fox Limited by third parties such as processing business or obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

The information provided may also contain sensitive personal data, being information as to your physical or mental health, or condition.

Product providers, lenders and investment managers may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of data protection laws as the UK.

However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act even when your personal information is processed outside Europe.

You can view our privacy notice on our website, using the following link:

<https://www.burleyfox.com/document-centre.html>

Note that in relation to your chosen on-going service a separate Schedule of Services & Fee Agreement **will** be put in place.

Issue Date:.....