

Concierge Wealth Management: Equity Release Service Agreement

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Concierge Wealth Management

Terminal Building, 14 Cecil Pashley Way, Shoreham Airport, Shoreham By Sea, West Sussex BN43 5FF, Telephone 02172 917828.

Customer Charter

When you put your trust in others to look after you, your family, and your finances, you need complete confidence and total reassurance that they will provide competent, honest, and valuable advice every step of the way. Members of Best Practice IFA Group Limited provide a service with integrity, designed to do exactly that, with personal attention and ongoing commitment for your added peace of mind.

We are a business that is built on the foundation of providing a personal 'hands on' approach. This exceptional attention to detail gives you the comfort, trust, and confidence you would expect from someone dealing with your finances and your family's future.

You will always know our fees before you decide to proceed. We do not hide our costs and have a transparent charging structure, so you can be sure we are working efficiently for your benefit.

Understanding your needs, goals and individual concerns is the first and most important stage of our relationship. When we have spent time listening to you, you can expect to receive uncomplicated, sensible, and unambiguous advice to suit your specific circumstances. We will always respond to your questions or queries in a friendly, personal, and professional manner and want you to know that all our dealings with you are important and are prioritised accordingly. We will endeavour to provide the service you expect and quality of advice you deserve.

Client Agreement – Equity Release

Introduction to Services

We are Independent Advisers, which means that I offer a range of services designed to meet the financial goals of our clients.

Concierge Wealth Management is a member of Best Practice IFA Group Limited, which is a network that promotes a high level of market standards through the provision of back-up resource, training, and support. This means that our clients can be offered a bespoke service, with my advice and product recommendations being more efficient and effective.

Our objective is to help you achieve your objectives with a high degree of clarity and understanding. The aim is to provide financial advice that will endure into the future and assist in the realisation of your long-term goals.

We are not limited in the range of Equity Release mortgages/products that we will consider for you. We have a firm commitment to the independent sector and believe that this route will stand the test of time. We offer a comprehensive range of mortgages from across the market, but not deal's that you can obtain by going direct to the lender.

Please retain this record for confirmation of our terms and charges as discussed at our initial meeting, and as confirmation that the information below has been disclosed to you orally during our initial meeting.

To achieve your goals, we follow a code of ethics and conduct. As such, we commit to;

- Give fair and proper consideration to your interests and requirements and obtain relevant information necessary for this purpose.
- Avoid conflicts between our professional duties to customers, our personal interests and those of competing clients.
- Act with due skill, care, and diligence at all times, whilst observing the limitations of our competence and authorisation.
- Conduct all dealings in an open, fair, honest and trustworthy manner through clear and understandable communications.
- Provide suitable and objective recommendations to our customers, accounting for all Laws and Regulations.
- Not provide or accept any money, gifts, loans or any other benefit or preferential treatment.

As part of our commitment towards professionalism, we;

- Give impartial and comprehensive advice.
- Provide you with a clear record of the advice and rationale for recommendations made.
- Act on your behalf and not of a lender, product, or service provider.
- Are assessed to be fit and proper.
- Are assessed as competent to undertake an advisory role.
- Are required to constantly increase knowledge and market awareness by undertaking professional development.
- Are open and transparent in all dealings with you.
- Have access to market leading technology to enable the provision of an efficient service.
- Give you access to information held on our systems that relates to you.

Concierge Wealth Management is authorised and regulated by the Financial Conduct Authority, and is an Appointed Representative of Best Practice IFA Group Ltd. The registration number is 562812.

Advice Services

We can advise on and arrange Life Assurance, Protection & General Insurance, Mortgages, Equity Release and Financial Planning. We are bound by the rules of the FCA and for your added protection, we also maintain Professional Indemnity Insurance.

Concierge Wealth Management are authorised to provide products and services to UK residents, whilst on UK soil.

We offer advice on an “Independent” basis. This means that we provide unbiased, unrestricted advice based on a comprehensive and fair analysis of the relevant market, giving due consideration to the full range of **retail investment, pension, and life products** available in the marketplace which may be suitable for you.

With regard to products, we have arranged for you, these will not be kept under review unless we have been specifically asked to do so by you.

However, we may contact you in the future by means of an unsolicited promotion should we wish to contact you to discuss the relative merits of a product or service which we feel may be of interest to you.

Call Recording

All telephone calls are recorded for regulatory and training purposes, and these will be referred to as part of our advice records. All call recordings will be used to minimise ambiguity in our discussions or instructions received and are encrypted for security and integrity purposes. These records will be kept in line with regulatory and statutory requirements and will be retained for a period of at least 6 years.

In order to meet our regulatory obligations; calls concerning advice and transactions may not be carried out via our adviser's mobile phone number, and any such calls will need to be conducted through the recorded office number stipulated.

Advice Options

We offer a variety of advice options including:

- Full advice on areas stated within the Advice Services section
- Focused Advice (approaching limited aspects of financial planning only)
- Execution only (for one-off transactions instructed by you)

We will confirm which of these advice options will be provided prior to your agreement to proceed and where you have elected for a Focused Advice service; we will provide information about the types of product and areas of advice that we will consider for our recommendation.

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. The termination will be without prejudice to the completion of transactions already initiated if this is the case. Any transactions effected before termination are due a proportion of any charges for services accrued and shall be settled to the date of notification. Once signed, this agreement shall apply until such time as it is superseded, replaced, or terminated.

Transacting Business

By signing these terms of business, you are giving your adviser permission to accept paper, electronic and verbal instructions* to transact business on your behalf. This will be especially relevant to switching investment funds. Any instruction received will be considered genuinely given and duly authorised.

*Verbal instructions will only be taken where call recording is in place and a copy of the call recording must be retained for record purposes.

Client Money

The firm does not handle client's money. We never accept a cheque made out to us (unless it is a cheque in settlement of fees, charges, or disbursements for which we have sent you an invoice, which would be made payable to Best Practice IFA Group Ltd) or handle cash.

Customer Classification

Each client with whom the firm does business is categorised to identify the level of regulatory protection applied. We believe in providing our clients with full regulatory protection and we propose to classify you as a 'Retail Client' for investment purposes. Where you have been classified as anything other than Retail, this may

affect the level of protection available to yourself from the Financial Ombudsman Service, though these restrictions will be highlighted to you at the time of classification.

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 type of products 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 our initial discussion, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

Data Protection

We collect and process your personal data (as such term is defined in the UK General Data Protection Regulation (“GDPR”)) in the course of providing our services. We are a data controller (as the term is defined in the GDPR) of such personal data. Full details of how we process personal data can be found in our Privacy Notice, at www.conciergewealth.co.uk

We may collect and process personal data in relation to your health where you provide this either in a written application or by speaking with an adviser. This data will be collected and processed in accordance with our Privacy Notice and used solely for the purpose of researching and advising on one or more products to suit your needs and assisting you with the application for and ongoing management of such products. We may also pass this data to Best Practice IFA Group Limited and third-party service providers so that they may carry out the services that they provide to us. In order to collect and process this data, we require your consent by signing the separate GDPR Consent Form provided to you. This consent can be withdrawn at any time. **Please note that we cannot provide a full range of services without such consent, and withdrawal of consent is likely to require us to cease providing our services to you.**

Please tick this box to confirm you understand and consent to our processing of personal data relating to your health and our passing such special category data to Best Practice IFA Group Limited and third-party service providers. * Health information is typically required for mortgage and protection advice, along with some investment advice areas such as pensions.

From time to time, we send our clients information promoting our services, or other similar services in which we believe you might be interested. If you would prefer not to receive this information, please tick the box below. Alternatively, please contact The Data Protection Officer on 01403 334455 or in writing at Holmwood House, Broadlands Business Campus, Langhurstwood Road, Horsham, West Sussex, RH12 4QP.

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post, or SMS. *

***where client is under the age of 16 consent must be given by either the parent or legal guardian for this data to be processed.**

Accounting to Customers

Unless in exceptional circumstances, we will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf.

If you wish to increase your existing borrowing secured on a property which is subject to a regulated mortgage, either unsecured lending or a second charge loan may be more appropriate for you, however these may not always be considered as part of any recommendation.

Material Interest

Occasions can arise where we, or one of our customers, 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 customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions and detail the steps, we will take to ensure fair treatment.

We have arrangements in place to ensure our clients are treated fairly, and we have a conflict-of-interest policy in place to help us manage the risks. You may ask for a copy of this policy at any time. This is intended to operate, monitor, and maintain effective organisational and administrative arrangements with a view to taking all reasonable steps to prevent conflicts of interest.

Benchmark Capital

Best Practice IFA Group, of which we are a member, is a subsidiary of Benchmark Capital Limited, which is wholly owned by Schroders plc. In the interest of disclosure, the companies that fall under Benchmark Capital Limited include Fusion Wealth Limited, Fusion Funds Limited and Bright Square Pensions which may feature in recommendations made to you. Additionally, as Benchmark Capital is associated with Schroders, you may receive advice recommendations for funds that are managed by Schroders (including Cazenove Capital Management). Benchmark Capital also have investments in other financial services firms, such as Rayner Spencer Mills Research (RSMR).

Fusion Wealth offer a discretionary fund management investment solution which may be recommended if it is suitable, this service consumes research services from RSMR. The Fusion Wealth discretionary fund management investment solution may contain funds associated to the Schroders Group where the funds help to meet the objectives of the model, Fusion Wealth also offer a range of investment funds. For clarity, the use of Fusion Wealth or its investment solutions, Fusion Funds, Bright Square Pensions, Schroders or Cazenove funds is not mandated and would only be used where it is a suitable solution to meet your financial objectives. All recommendations are made for the best interest of our clients, not the business, and Benchmark Capital group aims to create cost effective solutions and efficiencies which can benefit both consumers and our members. A board of directors have been appointed to maintain oversight and control of the companies within Benchmark Capital, and procedures are in place to monitor and safeguard our consumer's best interests.

Rights to Cancel

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 cancellation period for a pure protection policy and payment protection contracts and a 14-day cancellation period for all other policies. Additionally, in most instances you will not be able to exercise a right to cancel a mortgage contract, unless the contract is concluded at a distance (i.e. no face-to-face advice), at which point you will have a 14-day cancellation period. Finally, any contracts arranged at your explicit consent (normally referred to as 'execution only') do not provide 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.

Complaints

Our complaints procedures are available on request. If you wish to register a complaint, please contact us in writing or e-mail to the "Complaints Manager" complaints@benchmarkcapital.co.uk Benchmark Capital Limited, Broadlands Business Campus, Langhurstwood Road, Horsham, West Sussex, RH12 4QP. Alternatively, you can telephone 01403 334455. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS) further details of the FOS can be found at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4 567.

Financial Services Compensation Scheme

You are covered by the UK Financial Services Compensation scheme (FSCS) if we cannot meet our obligations. This is dependent upon the type of business, the circumstances of the claim and the eligibility of the claimant. Most types of investment, insurance, pension business and mortgages are covered by the FSCS up to specific limits, generally these limits are:

- Investments** – most types of investment business are covered for up to a maximum of £85,000.
- Pensions** – most types of pension business are covered for up to a maximum of £85,000.
- Insurance** – most types of insurance contracts are covered for 90% of the claim, without any upper limit.
- Mortgages** – advising and arranging is covered up to a maximum of £85,000.

FSCS is the UK's compensation fund that compensates you when financial companies have failed and can't pay claims. FSCS limits vary dependent on the product recommended and the location of the provider through which the product is issued, we will confirm in the suitability letter which scheme, if any, you will be covered under, and limits available.

Further information about this compensation scheme arrangement and limits that apply to the various types of business can be found on the FSCS website - www.fscs.org.uk or by contacting them on 0800 678 1100.

Documentation

All Policy Documents or Lender's Offer 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.

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.

Providing Information to Your Lender

Your mortgage offer will be based upon the information you provide to the lender. All clients must disclose all 'material facts' (any information that may influence the lender's decision) prior to inception and up to the commencement of the mortgage. You must take 'reasonable care' to answer fully and accurately all questions asked by the lender. Failure to provide accurate and up to date information may invalidate the offer.

Law

This Client Agreement and all dealings between Concierge Wealth Management and you will be governed by and construed in accordance with English law. The English courts will have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this agreement, and all dealings between us and you for which purpose all parties agree to submit to such jurisdiction.

Fraud Prevention

Concierge Wealth Management is committed to upholding the highest standards to preventing fraud and corruption from occurring and to developing an anti-fraud culture and adhering to the standards as required by the UK Bribery Act 2010 and Proceeds of Crime Act 2002. To achieve this the Concierge Wealth Management will develop and maintain effective controls to prevent bribery, corruption and fraud and will take all such matters extremely seriously.

Sophisticated fraud attempts via email are notoriously hard to detect and ever-increasing in complexity. Concierge Wealth Management will always remain vigilant and exercise caution whilst communicating with clients and will never send bank details or payment instructions via email, as it is not a secure medium. Should you ever receive such a request or instruction, please notify us immediately via telephone.

Concierge Wealth Management will verify your identity before undertaking any business with you. To do this 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. The check may leave a 'footprint' on your credit file, but it will not affect your credit rating.

The Cost of Our Services

This agreement is designed to outline the basis on which we charge for our services in relation to the investigation, research, and placement of an Equity Release mortgage on your behalf and is to confirm and formalise our recent conversation regarding the service which we provide. We will require you to provide up to date and accurate information of your personal circumstances and financial objectives. Having established your needs, we will then source a suitable product for you. We will then report to you in writing clearly documenting our recommended course of action. Our recommendations will be made on the basis of the written information provided by you and will consider the objectives stated by you.

Please be aware that there could be other fees that will be required to be paid by you, such as arrangement fee to the lender we may recommend. All such fees will be disclosed in writing to you.

All information given to us, and the recommendations and advice provided by us to you will be kept confidential and will not be disclosed to anyone, except as we agree in writing or to whom we are regulatory obliged to. You may, however, request that a copy of your details be made available to your Accountant or Solicitor.

When you receive your written report, it will be your decision alone to implement the recommendation. In order that there may be no future misunderstanding, it is for our mortgage services that you will pay a fee under this agreement.

Equity Release Advice

Equity Release is a way of releasing the wealth tied up in your property. With an equity release scheme, you have to be over a certain age (typically over 55) and own your own home. There are two main types of Equity Release on the market – Lifetime Mortgages and Home Reversion Plans.

Where you are eligible for equity release we will advise on equity release products. This means we will advise and make a recommendation after we have assessed your needs. We offer a comprehensive range of equity release products from across the market.

You can pay for our equity release services by either a fee, commission from the equity release provider (where this is available), or a combination of fee and commission from the equity release provider.

Fixed Fee

We charge a fee of £1,250 which falls due on submission of the application form. We may receive commission from the mortgage lender in addition to the fee we have charged you which will be disclosed in the Key Facts Illustration (KFI) or the European Standardised Information Sheet (ESIS) you will receive relating to your chosen mortgage.

Communications

Tick this box if you would like to use our 'Go Green' paperless service (you will need to maintain a current email address and notify us of any change)	<input type="checkbox"/>
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Client Declaration

This document represents our standard Terms of Engagement, upon which we intend to rely. For your own benefit and protection, you should read these terms carefully before signing below. If you do not understand any point please ask for further information.

You have chosen for the firm to be remunerated by:

<input type="checkbox"/>	Payment by a combination of fixed fee and commission
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I/We acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated.

I/We confirm that I/We are UK resident, and that all advice given by Concierge Wealth Management on their products and services will be given whilst on UK soil.

I/We also confirm that I/We will also notify Concierge Wealth Management immediately, if there are any change to my/our residential address.

This agreement is governed and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.

Customer Name(s)		
Customer signature(s)		
Date		

Important information: Issued by Concierge Wealth Management Limited, Terminal Building, 14 Cecil Pashley Way, Shoreham Airport, Shoreham By Sea BN43 5FF is a member of Best Practice IFA Group Limited which is authorised and regulated by the Financial Conduct Authority. Registered office Holmwood House, Broadlands Business Campus, Langhurstwood Road, Horsham, West Sussex, RH12 4QP. Registration in England No 04490633.