

HUNTSMAN HAWKES WEALTH MANAGEMENT

(This document contains all the necessary information that you need to know about your engagement with us)



Huntsman Hawkes Wealth Management
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Huntsman Hawkes Wealth Management is a trading name of Huntsman Hawkes Limited. Registered in England and Wales. Company number 09374542. Registered Office: Kings Lodge, London Road, West Kingsdown, Kent, TN15 6AR. Authorised and regulated by the Financial Conduct Authority. Firm Reference Number: 712648

TERMS OF BUSINESS

IMPORTANT INFORMATION

These terms of business provide important information about the services we will provide to you. It is important that you read this document, and ask us if you don't understand anything, before you instruct us to provide our services to you.

The boxes highlighted below detail the types of business we are authorised to provide advice on.

Investment Business <input checked="" type="checkbox"/>	Insurance Business <input checked="" type="checkbox"/>
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The box below indicates the type of service we are providing to you.

Advised <input checked="" type="checkbox"/>	Non-Advised
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1. Scope of Advice

- 1.1. Your Adviser acts on your behalf. Your Adviser is able to provide advice on products from a select range of companies.
- 1.2. The regulated products which your Adviser may advise on or arrange include life assurance, pensions and investment products such as unit and investment trusts Open Ended Investment Companies (OEICs), new individual savings accounts (NISA) and general insurance.
- 1.3. In providing investment services to you, we will categorise you as a 'retail client'. This categorisation determines how we treat you and what protections are offered to you as a client. As a retail client you are afforded the protection of the Financial Services Compensation Scheme and Financial Ombudsman Service but if there is a product we recommend that is not covered by these we will tell you.
- 1.4. Where advice is being given, your Adviser will complete a detailed fact find to enable suitable advice to be given to you. The advice will be confirmed in writing.
- 1.5. It is important that you read all policy documentation and terms and conditions provided to you. Please ask your Adviser if you have any queries. Enquiries can also be directed to your product provider or insurer at any time.
- 1.6. Your Adviser will not sign any documents on your behalf and will not accept any power of attorney or other authority to do so.
- 1.7. If your Adviser arranges a pension fund withdrawal contract for you, you may retain us to undertake regular annual reviews for the duration of the plan. However, in the case of any other product your Adviser will not normally give you any further advice, unless otherwise indicated in the key facts document(s) and agreed by you. We strongly recommend that you contact your Adviser for advice where there are any changes in your personal

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circumstances, for example a change in employment. This will assist your Adviser to provide you with appropriate advice.

- 1.8. Huntsman Hawkes Wealth Management operates on a fee paying and/or commission basis. We only derive commission income from transactions in life assurance. We will be paid by commission from the company which has already calculated and included in the premium. Your Adviser will tell you the amount of commission payable to us on any such insurance. If we receive commission or any other form of benefit from any other regulated product or service your Adviser will inform you.
- 1.9. Fees will be payable on any recommendations relating to pensions, NISAs, unit trusts OEICs and other regulated collective investment schemes and in investment trust companies' shares held in a NISA or regular savings scheme.
- 1.10. Section 12 shows potential initial fees payable by you. You will be asked to agree the final fee payable on the suitability report if you accept our recommendation (and our recommendation is to proceed with the proposed contract).
- 1.11. Your Adviser is not authorised to handle client money. All cheques for premiums, investment monies of any kind or lender or professional fees must only be made payable to the Company or firm providing the product or service concerned. Under no circumstances should a cheque for premiums or investment monies of any kind be made payable to, or cash given to your Adviser, (except in the payment of invoices issued by Huntsman Hawkes Wealth Management under a Fee Agreement).
- 1.12. Some advisory firms offer a comprehensive range of financial products and/or providers from those available in the market and are referred to as independent. Other firms choose to focus on a limited selection of products/providers. We fall into the latter and our status is referred to as "Restricted". As a result we have created a select panel of investment solutions to meet the needs of certain clients. However the decision to select these investment solutions has only been taken following detailed research and analysis. If your investment needs cannot be met by our panel we will let you know.
- 1.13. We may recommend you use a wrap platform and our default choice is Ascentric, provided this service is suitable for you. The wrap platform we offer is restricted to the aforesaid provider as are any retail investment or pension products we recommend. Therefore, we provide a restricted advice service because we will advise you based on a limited range of product providers.

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2. Our Obligations

- 2.1. Your Adviser will act by advising you on and arranging investments and/or insurance. All investments and insurances purchased or arranged through your Adviser will be registered in your name unless otherwise instructed in writing. Any relevant documents sent to your Adviser for onward transmission will be forwarded to you as soon as practicable. Where a number of documents relating to a series of transactions is involved, your Adviser may hold the documents until the series is complete and then forward them to you. Your Adviser is not permitted to hold documents indefinitely on your behalf.
- 2.2. We will work to respond to you in a timely fashion wherever possible, and if this is not possible, we will; keep you informed.

3. Your Obligations

- 3.1. It is your responsibility to provide complete and accurate information to your Adviser. A failure to do so, or a failure to inform your Adviser of any subsequent changes may affect the quality of advice you receive. A failure to provide your product provider with complete and accurate information, or to notify your product provider of any change in the information previously disclosed, may invalidate your policy.
- 3.2. Provide all information and documentation we request in a timely fashion to help us understand and assess your current situation as efficiently as possible.
- 3.3. Read all documentation we forward to you and retain in a safe place.

4. Cancellation Rights

- 4.1. Your Adviser's authority to act on your behalf under these terms of business may be terminated by you or your Adviser at any time after the cancellation period, without incurring more cost to you other than any fees already incurred. Where we are providing investment related services to you, you must give a minimum of 7 days' notice to us in writing in order to cancel. If for any reason you decide to cancel your services your Adviser will provide a notice of termination setting out the consequences of cancelling based upon your circumstances. If you wish to know the consequences of termination before you decide to cancel, your Adviser will write with the list of consequences within 14 days of you requesting that information.
- 4.2. To avoid possible disputes, you are required to give your instructions to your Adviser in writing. All correspondence will be conducted in English.
- 4.3. If applicable, your Adviser will advise you on your right to cancel or withdraw from a product at the time of sale. However, your Adviser is not obliged to write to you to update that advice or to remind you of those rights once the sale is completed, with the exception

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whereby we are providing you with an ongoing advice service and are receiving fee for this service.

5. Conflicts of Interest

Although we'll always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware our interests or those of one of our other clients conflict with your own interests, we'll write to you and ask for your consent to proceed before we carry out any business for you. We'll also let you know the steps we'll take to make sure you are treated fairly.

We have a conflicts of interest policy. If you want to see a copy of it, please ask us.

6. Best Execution

Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we'll take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'. We have a best execution policy.

If you want to see a copy of it, please ask us.

7. Recording Telephone Calls

To ensure we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we will record and may monitor your telephone communications or conversations with us. Copies of our telephone recordings will be available on request, for a period of 5 years after the recording was made.

8. Whose products do we offer?

8.1. Investment

<input type="checkbox"/>	We offer products from the whole market
<input checked="" type="checkbox"/>	We offer products from a select number of companies
<input type="checkbox"/>	We only offer products from a single group of companies

8.2. Insurance

<input type="checkbox"/>	We offer products from a range of insurers for term assurance, critical illness insurance, income protection (health) insurance, private medical insurance and accident, sickness and unemployment insurance
<input checked="" type="checkbox"/>	We offer products from a select number of insurers based on fair and personal analysis of the market for Life Insurance, Critical Illness, Income Protection and Whole of Life
<input type="checkbox"/>	We only offer products from a single insurer

9. Which service will we provide you with?

9.1. Investment

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<input checked="" type="checkbox"/>	We will advise and make a recommendation for you after we have assessed your needs.
	You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
	We will provide basic advice on a limited range of stakeholder products and in order to do this we will ask some questions about your income, savings and other circumstances but we will not: <ul style="list-style-type: none">• Conduct a full assessment of your needs:• Offer advice on whether a non- stakeholder product may be more suitable
	We offer an initial discussion (without charge) when we will describe the cost of our services more fully and explain the payment options. We undertake full financial planning for our clients based on the experience and expertise of our partners. Should we recommend that you make any form of investment, that investment will be selected from a panel of selected companies with whom we have carried out an in-depth research and analysis process to identify their suitability.

9.2. Insurance

<input checked="" type="checkbox"/>	We will advise and make a recommendation for you after we have assessed your needs for term assurance, critical illness, income protection (health) insurance, private medical insurance and accident, sickness and unemployment insurance.
	You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

10. Ways of Paying our Fees

10.1. Paying for our services

10.1.1. You will pay for our services on the basis of either a fee arrangement, payment by commission (product charges) or payment by a combination of commission and fee; We will be paid by commission from the company selected which has already allowed for this, within the premium. We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid. We only charge a fee if you accept the recommendation we make and that our recommendation is to proceed with the proposed contract. We have ticked the payment options we offer.

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10.1.2. We offer you the choice of how you would like to pay for our Initial Charges, this can be done either by:

- Paying from the value of your investment. If you buy a financial product, the fees can be paid indirectly as part of those product charges. Product charges pay for the product provider's own costs as well as our fees. These will be taken out up front. These charges reduce the amount left for investment. If you buy direct, the product charges could be the same as when buying through an Adviser, or they could be higher or lower. **The initial fee does not include payment for any ongoing service such as periodic or ongoing reviews.**
- Paying by a fee directly to us. If you buy a financial product, the fees can be paid directly by you via bank transfer or cheque.

11. Service Outline

- 11.1. **Stage 1 – Fact Find and Audit.** This is the work undertaken to understand and document your financial objectives and aspirations, what you currently have in place to achieve these objectives and to establish any 'gaps' in your current planning, as well as to establish your current financial position, knowledge and experience and attitude to risk .
- 11.2. **Stage 2 – Research and Advice.** We will seek to establish the precise nature of your current investments, underlying funds, charges, any penalties for transfer and unique benefits within these contracts. We will also carry out the research required to establish the detailed financial plan consistent with that required to meet your financial objectives whilst mindful of your attitude to risk. You will be provided with a detailed suitability report including advice on your overall financial situation and recommendations regards any new investments and/or changes to your current portfolio.
- 11.3. **Stage 3 – Implementation.** This element of work will likely involve liaising with your other professional Advisers, completing any necessary application/transfer forms and making sure the correct tax wrappers are used to ensure you gain maximum benefits from the differing tax regimes.

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12. Initial Charges

12.1 Our fees are based on a percentage of the capital value of the product(s) we are advising on. We have detailed our percentage structure below.

12.2 Percentage Charges. Our percentage charged is banded. Therefore, you will only be charged the percentage below on the value of your fund where it falls within the relevant bracket:

	Up to £200,000	£200,001 to £500,000	£500,001 to £700,000	Over £700,000
INITIAL	4%	2%	1%	0.5%

	INITIAL
Example Fund Value	Our Fee
£150,000 @ 4%	£6,000
£3000,000 @ 4% on £200,000 2% on £100,000	£10,000
£600,000 @ 4% on £200,000 2% on £300,000 1% on £100,000	£15,000
£900,000 @ 4% on £200,000 2% on £300,000 1% on £200,000 0.5% on £200,000	£17,000

Payment of Charges. You will always know exactly what fee you will be charged before you accept any recommendation we make (and that our recommendation is to proceed with the proposed contract). We do not ask for payment before commencing work but will ask you to sign this written agreement that confirms, if you accept our recommendation (and that our recommendation is to proceed with the proposed contract), you will be liable to pay our fees. Our fees can be paid via a bank transfer or from the investment depending on which approach in clause 7.1.2 is most convenient to you.

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13. Ongoing Service and Charges

13.1. If, after accepting the recommendation we make (and that our recommendation is to proceed with the proposed contract) you have selected our on-going service, we will then engage with you on an on-going basis once your plan has been implemented. The summary of our service proposition is listed below. We recommend we reassess your situation annually. However, you are able to elect for a review at any time in addition to our agreed level of service.

Service	Summary	Annual fee
Service Level 1	<ul style="list-style-type: none"> • One Annual Review • Ongoing Access to an Adviser • Introduction to other Professional Advisers • Annual Risk Profile Review • Online Portfolio Access 	Minimum fee £1,000pa or 1.0% pa of fund value if higher
Service Level 2	<ul style="list-style-type: none"> • Two Annual Reviews • Ongoing Access to an Adviser • Introduction to other Professional Advisers • Annual Risk Profile Review • Online Portfolio Access 	Minimum Fee of £3,000pa or 1% of fund value if higher to a cap of £10,000pa
Tailored	<ul style="list-style-type: none"> • Annual Reviews (to be agreed) • Ongoing Access to an Adviser • Introduction to other Professional Advisers • Annual Risk Profile Review • Online Portfolio Access 	By Negotiation

The amount of ongoing charges may increase as the size of your fund grows.

Amount Invested	1%pa
£75,000	£1,000 (default minimum)
£100,000	£1,000pa
£150,000	£1,125pa
£250,000	£1,875pa

13.2. We hope that in considering our services and charges above, in conjunction with our detailed proposition documentation, you can be assured of a comprehensive level of support appropriate to your needs.

13.3. As detailed above the annual review will occur yearly from the date your money is invested. Other factors that will trigger a review include:

13.3.1. Significant changes to your personal circumstances that we become aware of.

13.3.2. Something occurs that significantly affects one of the product provider's - who we have recommended - ability to continue to provide the service initially described.

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13.3.3. Losses on your pension investment become close to falling below your maximum capacity for loss. This will be determined by an advisor.

13.4. The annual review (or any review undertaken as a result of a trigger factor in clause 13.3 above we undertake will consist of:

13.4.1. Obtaining updated information in respect of your risk profile, personal circumstances and investment objectives to review and ensure your current plan is still suitable.

13.4.2. Determine if there have been any changes in legislation since advice was given/your last review that may directly affect your investment.

13.4.3. Provide a current valuation statement and provide an explanation as to how your pension investment is performing.

13.4.4. Provide a recommendation as to what, based on the review, we believe is most suitable for you.

As part of our review we will reassess the information we have previously collected as part of our initial advice or previous review. Where we have collected or you have advised further information or different information this will be incorporated into the review.

13.5. Following our annual review we will communicate to you our recommendation. This will be done by way of telephone with a follow up by letter confirming what we have discussed.

14. Data Protection

14.1. The primary basis on which we intend to process your personal data is for the performance of our contract with you.

14.2. This permits us to send your data to product providers and any company associated with the services we provide, by manual and electronic means, to process your personal data for the purposes of providing advice, administration and management.

14.3. "Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us where it is necessary to do so to provide our service to you, 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.

14.4. This information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition.

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14.5. Please contact The Data Guardian on 01617130096 or by writing to : David McMorrow, Huntsman Hawkes Wealth Management, 2 James Whatman Court, Turkey Mill, Ashford Road, Maidstone, Kent, ME14 5PP

14.6. You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process if other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

14.7. Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. Please contact our Data Guardian. For more information on this I refer you to our Data Collection Notice enclosed with this Terms of Business, it can also be found on our website.

14.8. Personal data and information supplied by you will be used by your Adviser for the purpose of processing any transaction your Adviser has advised on or arranged. Wherever possible your Adviser will keep records of all transactions indefinitely. Your personal information will be treated as private and confidential (even if you are no longer a client) except where disclosure is made by law. From time to time the FCA and our third party auditors may audit our activities and inspect your file.

15. Anti-Money Laundering and Financial Crime

15.1. We are required by the anti-money laundering regulations to verify the identity and current address of our clients and 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. We may also have to request documents/information from you to verify this. If you do not provide this information we may be unable to accept any instructions from you or provide you with any other service

15.2. In considering your requirements, and to check against fraud and money laundering, we may search your records or disclose personal information to credit reference agencies and fraud prevention agencies. They will add details of our search to your records. If you give us false or inaccurate information we will record this. In the interest of security, we may also monitor and/or record your telephone calls with us.

16. Complaints

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16.1. If you wish to register a complaint, please contact: The Compliance Officer, Huntsman Hawkes Wealth Management, 2 James Whatman Court, Turkey Mill, Ashford Road, Maidstone, Kent, ME14 5PP. By Phone: +44(0) 1622 423 080. By e-mail: admin@huntsmanhawkes.com

16.2. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. <http://www.financial-ombudsman.org.uk> Our complaints handling procedure provides further detail in respect of this process and can be sent to you upon request.

17. Force Majeure

17.1. We shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

18. Other important information

18.1. These terms of business are governed by the laws of England and Wales and any disputes are to be dealt with within this jurisdiction.

18.2. Huntsman Hawkes Limited (FRN: 712648 : Trading as Huntsman Hawkes Wealth Management) is authorised and regulated by the Financial Conduct Authority. Huntsman Hawkes Limited permitted business is arranging and advising on savings and investment products, pensions, non-investment insurance contracts and general insurance. You can check this on the FCA's Register by visiting the FCA's website www.fca.org.uk/register or by contact the FCA Address: 12 Endeavour Square, London, E20 1JN – Contact Number: 0300 500 8082

18.3. We are covered by the Financial Services Compensation Scheme (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.

18.3.1. Investment - Most types of investment business are covered for 100% of the first £50,000 so the maximum compensation is £50,000.

18.3.2. Insurance - Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

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

18.4. The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this agreement which means that only you and we have any rights under this contract. However, if you ask us to liaise with anybody else on your behalf in relation to this contract we will do so provided that you give us your written permission.

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- 18.5. Our service is personal to you and for this reason you are not able to assign this contract to any other person.
- 18.6. We can assign our rights and responsibilities in this contract provided that the person we assign it to agrees to provide the same services to you in accordance with this contract. We will write to you before any assignment is made to ensure that you are aware that it is happening.
- 18.7. This client agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.
- 18.8. Huntsman Hawkes Wealth Management maintains professional indemnity insurance and policy details are available upon request. Neither your Adviser, nor our employees and agents will be liable for any loss suffered by you under these terms of business unless such loss arises from our negligence, wilful default, fraud or breach of FCA rules or regulations. Please see Section 7 which refers to “Are we covered by the Financial Services Compensation Scheme (“FSCS”)”.
- 18.9. Huntsman Hawkes Wealth Management may change these terms of business by giving you ten business days’ notice. These terms take effect from the date of issue of these Terms of Business. If the terms are changed and you do not wish to continue with the service you will be able to cancel the service at no cost.

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Terms of Business

You should only sign these Terms and Business if you have read them in full and agree to their terms.

The Terms of Business will come into effect from the date of acceptance of this agreement.

Client 1

Client Name:
Client Signature:
Date:

Client 2

Client Name:
Client Signature:
Date:

Financial Adviser

Name of Financial Adviser:
Financial Adviser Signature:
Date: