



new thinking..

ASQUITH HART LTD

Client Agreement and Fee Structure

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ASQUITH HART LTD | Repton Office | 20 Burdett Way | Repton | Derbyshire | DE65 6GA

Registered Office: Durham House | 38 Street Lane | Derby | Derbyshire | DE5 8NE | Company Number 8802430 | FCA FRN 618348

Our Services

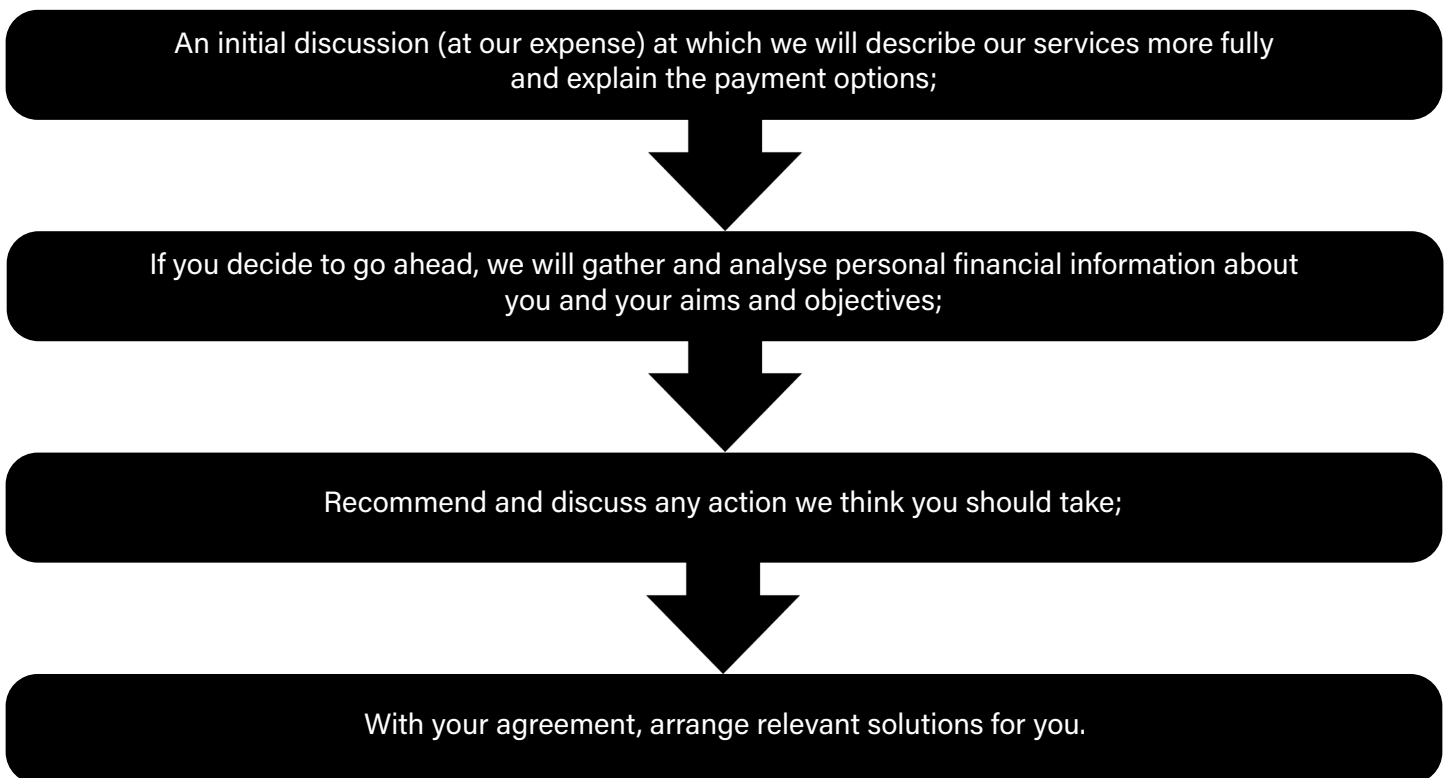
We treat all our clients as 'Retail Clients' unless you request otherwise. This means that you are provided with the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

We advise and arrange pensions, savings and investment products and non-investment insurance contracts. We offer restricted investment advice. My recommendation will be limited to suitable investment and pension products from a panel of leading investment companies. I will be happy to provide you with a list of the companies on the panel at your request.

We provide Financial Planning on the following areas: pre-retirement planning, income options at retirement, investments, trustee investments, inheritance tax planning, income protection, term assurance and critical illness.

Working Together

The following diagram outlines our process for working with clients.



You should be aware that investments carrying varying degrees of risk and as their underlying value can fall as well as rise you may not get back the full amount invested.

How you are protected?

Unless we notify you in writing to the contrary, we will be treating you as a “retail client” and a “consumer for general insurance contracts”. 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.

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

With very few exceptions, we will confirm to you in writing the basis of our recommendations together with details of any special risks associated with the products recommended.

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

We will issue any documentation / recommendations and any other communication to you in English (unless agreed otherwise).

We may also, on occasion, advise on other financial products which are not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products.

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.

Our Ethical Policy

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- be open, honest and transparent in the way we deal with you
- not place our interests above yours
- communicate clearly, promptly and without jargon
- seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.



Our Insurance and Protection Services and Costs

Similar to our investment services, we will provide you with a personal and financial review prior to making our recommendation(s) to you. Should you accept our recommendation(s) we will arrange the implementation of this / these for you. The reasons for our recommendations will also be provided to you in a written report.

We do not charge a fee for our insurance and protection services as we will normally receive commission from the policy provider. You will not be subject to Value Added Tax (VAT) for this service.

If we arrange for you a life policy from which we receive initial commission and subsequently you cease to pay premiums which results in us refunding the commission which has been paid to us, we reserve the rights to recover from you an amount equal to the amount we have had to refund. The amount recoverable and the time frame over which it is recoverable are dependent on the product chosen. Further details of the amount and time frame will be notified to you prior to the conclusion of the contract in the suitability letter we will send you. If a contract is cancelled within the cooling off period then no charge would be made in the event of us having to refund commission.

VAT

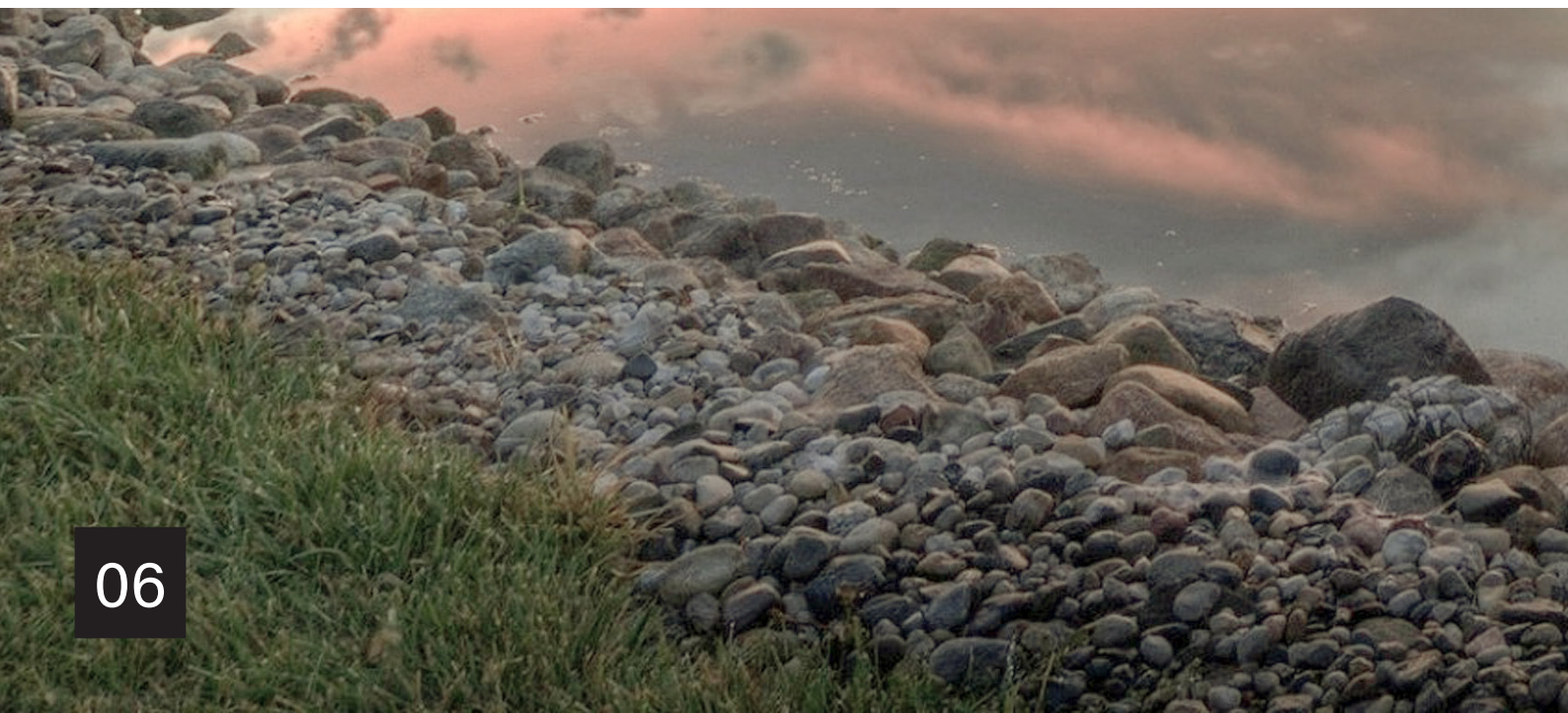
Under current legislation our services are not subject to VAT but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

Cancellation Rights

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

For pure protection policies the start of the cancellation period will normally begin 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, you may be required 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.



Client Money

Asquith Hart Ltd is not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

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.

Instructions

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided that they are confirmed in writing.

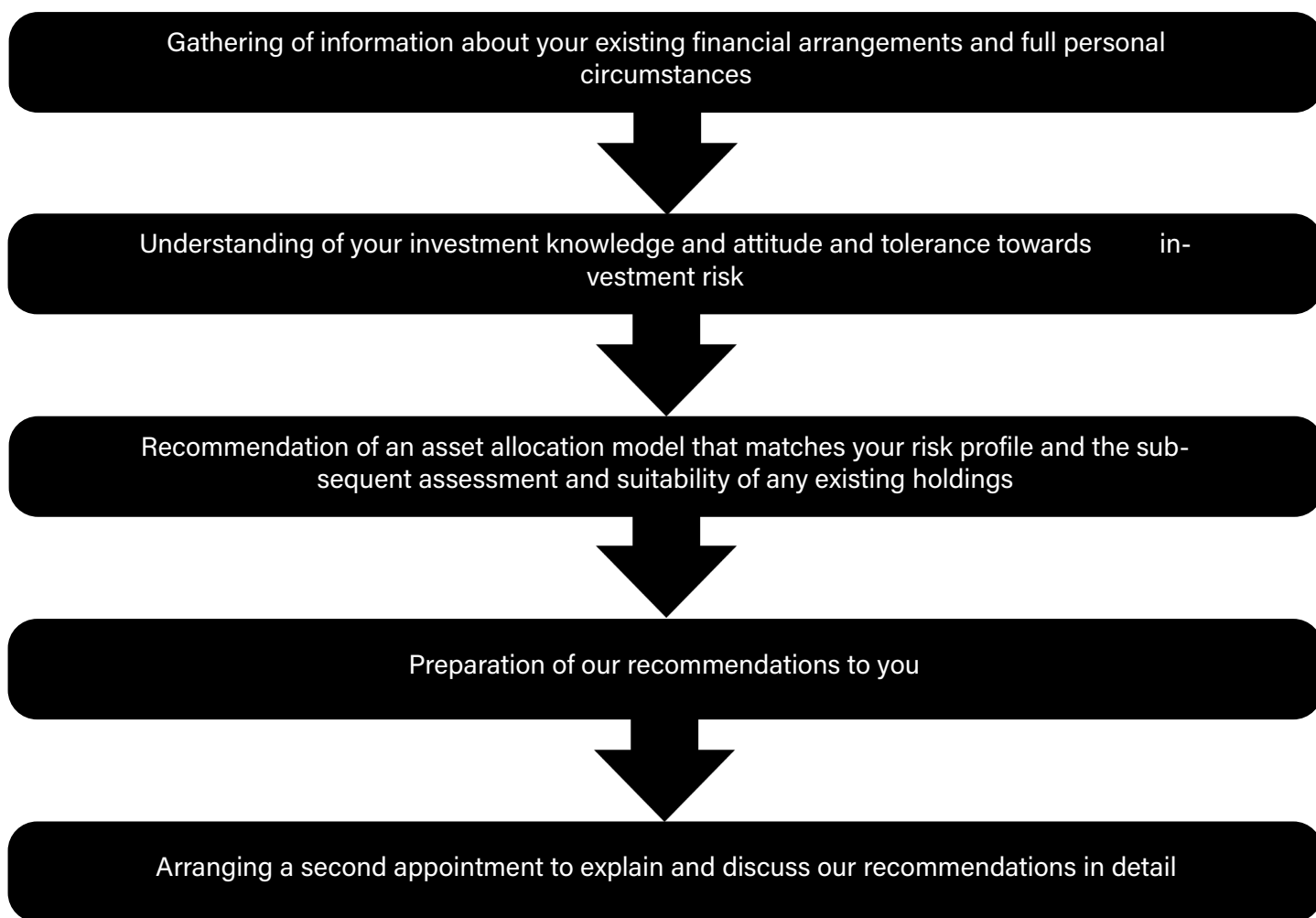


Fee Agreement

We provide you with an initial consultaion at our expense. This helps us to understand your financial objectives and will confirm how we can support you in working towards these, We will also discuss the cost, and levels, of our services both initially and throughout our relationship with you.

Financial Review and Recommendations

This can be a continuation from initial discussion, where agreed, or a further appointment. This process covers the:



Policy Arrangement & Implementation

Should you instruct us to proceed with any of our recommendations we will act for you in the following ways:

- Handle all fund and policy administration of your behalf
- Provide regular updates to keep you informed of progress
- Ensure all of your documents are issued in line with your expectations
- Provide confirmation of all actions taken on your behalf in writing

Ongoing Reviews and changes to Existing Investments

We will discuss the full range of our on-going services during our initial consultation. These services include, but are not limited to, providing you with:

- Structured reviews to give you peace of mind
- An assesment of your circumstances and any changes to your plans that are needed
- Regular updates and information regarding your holdings
- Ongoing support with correspondence and administration issues

We will agree sperately the level of on-going services at the time of, or prior to, making our recommendation(s) to you. Typically our costs are paid pro-rata in arrears. Typically the amount you pay will fluctuate with the value of your investment; if your investment increases in value the amount you pay us will also increase and if your investment falls in value the amount you pay is will reduce. Any change to the level of services throughout this agreement will result in a pro-rata charge being applied.

The changes can be deducted from your investments or paid directly by you. You should note that when paid through the investments it may reduce your personal tax thresholds and / or exemption levels. Where this happens we will discuss it with you and confirm it in your personal recommendation report.

Should you decide to cancel our agreement to provide on-going services you must provied written confirmation of your decision and we will cease payments for these services within 7 business days and after collection of any due proportion of any period changes.

Conflict of Interest

We will always conduct business in the 'clients's best interest.' Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted 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 write to you and obtain your consent before we carry out your other instructions, and detail the steps we will take to ensure fair treatment.

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.

Providing Information About Your Circumstances

Our advice will be based on the information that you give so it's important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice we give.

Benefits We May Receive

Under the rules of our regulator, the FCA, we can't accept payments or benefits from other firms (e.g. product providers) unless it's designed to enhance the quality of service we provide and it doesn't conflict with our duty to act in our clients' best interests. From time to time we may attend training events funded and /or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

Complaints

Asquith Hart Ltd is an Appointed Representative of Lyncombe Consultants Ltd which is authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN. The FCA Register number for Asquith Hart Limited is 618348. Our permitted business is advising on and arranging pensions, savings, investment products and non-investment insurance contracts. You can check this on the FCA's Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCS on 0207 0661000. Our Limited Company Number is 8802430.

In the event that you are dissatisfied with a recommendation we have made, you are entitled to make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us in writing: The Compliance Officer, Lyncombe Consultants Limited, C/O Sense Network Ltd, The Brookdale Centre, Knutsford, WA16 0SR

By phone: 01565 658840 By email: equiries@lyncombeconsultants.co.uk
For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS) at: www.financial-ombudsman.org.uk
or by contacting them on 0800 023 4567

Compensation Scheme FSCS

The Financial FSCS is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business. This is dependent upon the type of business and the circumstances of the claim. Most types of investment business are covered up to a maximum of £85,000, whereas Insurance business is covered for 90% of the claim, without any upper limit. For Annuities, advising and arranging is covered for 100% of the claim, without any upper limit. Further information about this compensation scheme arrangement is available from the FSCS at: www.fscs.org.uk

Law

These terms of business are governed and shall be constructed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Financial Crime

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime. We'll 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.

Force Majeure

Asquith Hart Ltd 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.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven days' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

Data Protection

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us for processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"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.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The 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; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you including the outcome or sentence in such proceedings; your political opinions; religious or similar beliefs; sexual life; or membership of Trade Union.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact:

The Data Protection Officer on 01543 571238

or in writing at Asquith Hart Ltd, Repton Office, 20 Burdett Way, Repton, Derbyshire, DE65 6GA

You may be assured that we and any company associated with us will treat us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. 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.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.



Privacy Notice

This privacy notice explains how we use any personal information we collect about you, please reference Appendix A.

What Information Do We Collect About You?

We collect information about you when you engage for financial planning/financial advice/investment management services. This information will relate to your personal and financial circumstances. It may also include special categories of personal data such as data about your health, if this is necessary for the provision of our services.

We may also collect information when you voluntarily complete client surveys or provide feedback to us.

Information relating to the use of our website is collected using cookies. These are text files placed on your computer to collect standard internet log information and visitor behavior information. We'll use the information collected from the website to personalise your repeat visits to the site.

Information About Connected Individuals

We may need to gather personal information about your close family members and dependants in order to provide our service to you effectively. In such cases it will be your responsibility to ensure you have the consent of the people concerned to pass their information on to us. We'll provide a copy of this privacy notice for them, or where appropriate, ask you to pass the privacy information on to them.

Why Do We Need To Collect And Use Your Personal Data?

The primary legal basis that we intend to use for the processing of your data is for the performance of our contract with you. The information we collect about you is essential for us to be able to carry out the services you require from us effectively. Without collecting your personal data we'd also be unable to fulfill our legal and regulatory obligations.

How Will We Use The Information About You?

We collect information about you in order to provide you with the services for which you engage us.

Who Might We Share Your Information With?

If you agree: we may email you about other products or services that we think may be of interest to you.

If you agree: we'll pass on your personal information to our group of companies so that they may offer you their products and services.

We won't share your information for marketing purposes with companies outside our group of companies/other companies.

In order to deliver our services to you effectively we may send your details to third parties such as those we engage for professional compliance, accountancy or legal services as well as products and platform providers that we use to arrange products for you.

Where third parties are involved in processing your data we'll have a contract in place with them to ensure that the nature and purpose of the processing is clear, that they're subject to a duty of confidence in processing your data and that they'll only act in accordance with our written instructions.

Where it is necessary for your personal data to be forwarded to third party we'll use appropriate security measures to protect your personal data in transit.

To fulfill our obligations in respect of prevention of money-laundering and other financial crime we may send your details to third party agencies for identity verification purposes.

How Long Do We Keep Hold Of Your Information?

During the course of our relationship with you we'll retain personal data which is necessary to provide services to you. We'll take all reasonable steps to keep your personal data up to date throughout our relationship.

We're also subject to regulator requirements to retain your data for specified minimum periods.

These are generally:

- Five years for investment business
- Indefinitely for pension transfers and opt-out business
- Three years for insurance business

These are minimum periods, during which we have a legal obligation to retain your records.

We reserve the right to retain data for longer where we believe it's in our legitimate interests to do so.

You have the right to request the deletion of your personal data. We'll comply with the request, subject to the restrictions of our regulatory obligations and legitimate interests as noted above.

How Can I Access The Information You Hold About Me?

You have the right to request a copy of the information we hold about you. If you'd like a copy of some or all of your personal information please email or write to us using the contact details noted below. When your personal data is processed by automated means you have the right to ask us to move your personal data to another organisation for their use.

We have an obligation to ensure your personal information is accurate and up to date. Please ask us to correct or remove any information that you think is incorrect.

Marketing

We'd like to send you information about our products and services and those of other companies in our group which may be of interest to you. If you've agreed to receive marketing information, you may opt-out at a later date.

You have the right at any time to stop us from contacting you for marketing purposes or giving your information to other members of our group. If you no longer wish to be contacted for marketing purposes, please contact us by email or post.

Cookies

We use cookies to track visitor use of the website and to compile statistical reports on website activity. For further information visit www.allaboutcookies.org

You can set your browser not to accept cookies and the above website tells you how to remove cookies from your browser. However in a few cases some of our website features may not function as a result.

Other Website

Our website contains links to other websites. The privacy policy only applies to this website so when you link to other websites you should read their own privacy policies.

What Can You Do If You're Unhappy With How Your Personal Data Is Processed?

You also have the right to lodge a complaint with supervisory authority for data protection. In the UK this is:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

0303 123 1113 (local call rate)

Changes To Our Privacy Policy

We keep our privacy policy under regular review and we'll place any updates on the web page (and/or) inform you of any changes when they occur. This privacy policy was last updated on 01/02/21

How To Contact Us

Please contact us if you have any questions about our privacy policy or information we hold about you by email:

enquiries@asquithhart.com

or write to us at:

Data Security Officer, Asquith Hart Limited, Durham House, 38 Street Lane, Derby, Derbyshire, DE5 8NE

The Financial Planning Process

There are five stages to the financial planning process:

1. First meeting often referred to as the Initial Consultation
2. Fact find meeting where we collect details about you and your objectives
3. Recommendation report and follow up meeting
4. Setting up your new plan
5. Review - ongoing care and advice through our ongoing management service

The following table guides you through the process:



This page details working examples of our costs:

That will we do for the initial fee

- All of our initial meetings
- Fact finding process
- Risk profiling
- Strategic Advice
- Arranging and implementing your financial solution

The basis for our costs

We use the tiered charging structure based on a percentage of your investment:

The first £100,000 = **3%** of funds

£101,000 - £200,000 = Additional **1.5%** of funds

£201,000 - £500,000 = Additional **1%** of funds

* £501,000 - £1,000,000 = Additional **0.5%** of funds

Example Costs for Investments

For example, investing into a lump sum investment such as an ISA, OEIC or Investment Bond

If you invested **£50,000** then the fee would be:

3% of £50,000 = £1,500

If you invested **£200,000** then the fee would be:

**3% of £100,000 = £3,000 + 1.5% of £100,000 = £1,500
= Total fee of £4,500**

*

Example Costs for Regular Premium

For investing into a regular premium pension or savings plan

if you invested a monthly amount of £200 then the fee would be: **£750 commitment fee**

*

Example Costs for Money Purchase Pension Transfers

For transferring two money purchase pensions totalling £100,000:

We would charge a minimum of £1,250 for the first pension + £750 for the second pension = £2,000

However:

The investment is £100,000 and so the **actual fee would be 3% of £100,000 = £3,000**

For transferring four money purchase pensions totalling £85,000:

We would charge a minimum of £1,250 for the first pension plus £750 for each of the other three schemes
 $£1,250 + 3 \times £750 = £3,500$

The investment is £85,000 and so at 3% this equates to: $£85,000 \times 3\% = £2,550$

On this basis the minimum fee of £3,500 would be payable.

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The fee examples are to be used as guidelines and we will tailor fees for each case to ensure they reflect the work involved and as such invoices will be issued on a bespoke basis.

Reviews - Ongoing Management Service

Ongoing advice and review regarding your portfolio should be of high priority and in fact, is an aspect of our service that we believe is essential to ensure that your portfolio continues to meet your lifestyle and investment objectives. Your financial objectives may change over the years due to changes in your lifestyle or circumstances. Similarly, your financial strategy or your investment portfolio may become unsuitable for a range of reasons including:

- Changes in economic environment, legislation, your needs and / or objectives
- Changes in investment sector performance
- Opportunities arising due to taxation legislation (or opportunities about to close)
- Fund manager performance, specific investment performance or performance of particular sectors
- Tax position of various investments

At Asquith Hart all clients are equally important to us. However, we recognise that all clients do not have the same service requirements. That is why we offer alternative management service options - YOU choose the ongoing client service option that suits your needs. So, if you do not require our full range of services, you don't have to pay for them.





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AQSUITH HART LTD

Client Agreement and Fee Structure

Asquith Hart Client Service Options

Standard Service 0.5%

Includes

- Annual policy specific review
- Annual statements and performance updates
- Newsletters and industry updates via the Asquith Hart website
- Annual budget report via the Asquith Hart website
- Unlimited email and telephone contact with your advisor and all support staff

Based on a £100,000 investment this would equate to £500 per annum

Enhanced Service 0.75%

Includes

- Annual financial review of all policies held and a full financial planning review
- Cash Flow forecast service
- Further adhoc advisor meetings
- Newsletters and industry updates hardcopy
- Budget updates hardcopy
- Unlimited email and telephone contact with your advisor and all support staff

Based on a £100,000 investment this would equate to £750 per annum

CLIENT AGREEMENT - Your Consent

Please read this Client Agreement carefully: This document details our standard terms and conditions of business upon which we rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point, please ask us for further information.

Please sign both copies of this agreement, and return one copy to us.

I / we authorise the transfer of information, on a confidential basis when warranted between any such third parties. I / we acknowledge that this agreement will come into effect from the date of signature.

I / we also confirm that I / we give I / we do not give (delete as appropriate) Asquith Hart Limited my express consent to contact me by telephone to discuss advising on or arranging financial or insurance products in future.

Client name(s): _____

Client signature(s): _____

Date first signed by each client: _____



AQSUITH HART LTD

Asquith Hart Ltd is an Appointed Representative of Lyncombe Consultants Limited who are Authorised and Regulated by The Financial Conduct Authority FRN 618025

Asquith Hart Ltd. Registered Head Office: Durham House, 38 Street Lane, Derby, Derbyshire, DE23 6AE. Company No. 8802430
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