Client Agreement - Terms and Conditions

If you would like this document in larger print or in another format, please contact us.

This agreement sets out the terms under which we'll provide our services to you, so it's important that you read it fully and in conjunction with our Client Agreement (what we do and how we charge). If there's something you do not understand please ask us to explain it.

If you have a question or concern about any aspect of our services please contact us at:-

- **Telephone:** 0203 376 1444
- **Email:** info@blackstonemoregate.com
- **Website:** blackstonemoregate.com
- **In writing:** Blackstone Moregate, 9th Floor, 30 Crown Place, London, EC2A 4EB

This agreement sets out our respective obligations and should be read in conjunction with the information in our **Client Agreement (what we do and how we charge)** document and our client services brochure which have also been provided to you.

Section 4 (useful information about our services) includes details of the protections available to you under UK financial services regulation. The services we have agreed to provide and the cost for those services will be set out in our engagement terms that will be issued to you before we start our work.

1. Our obligations

Our recommendations

- Before providing advice we'll assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you don't want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.
- Before making any recommendations, we'll carry out a suitability assessment so that we are able to act in your best interests.
- We'll confirm any recommendations we make in writing (our suitability report) along with details of any special risks that may be associated with the products or investment strategies we've recommended.
- Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we'll carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.
- Please be aware that 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 necessarily a guide to future performance. Specific warnings relevant to the investments,

investment strategies or other products we arrange are provided in the relevant product literature provided.

- We may, where appropriate, recommend holding some, or all, of your investments with a discretionary fund manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we'll explain the respective responsibilities of ourselves and the DFM in relation to your investments. This information will be detailed in full in our Suitability Report, and will include full details of how the arrangement would be structured, the services offered, and consequent costs. The Report will also cover the responsibilities of all of the parties involved, and full details of any risks or implications for a client.
- We may occasionally recommend investments that are not readily realisable. We'll only do this where appropriate but, if we do, we'll draw your attention to the risks associated with the investments in our suitability report. There's a restricted market for such investments and in some circumstances, it may not be possible to deal in the investment or obtain reliable information about its value.

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.

Best execution

- Where we send investment applications on your behalf to third parties (for example 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 this please ask us.

Conflict of interests

- 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 that 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 this please ask us.

Protecting personal information

To provide our services properly we'll need to collect information on your personal and financial circumstances. We take your privacy seriously and will only use personal information to deliver our services. For further details on how we process personal data, please refer to Appendix A at the foot of this document.

Communicating with you

- Our normal ways of communicating with you are by telephone, post, e-mail, SMS text message or in person. Our communications will be in English.
- We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.
- While we use secure and encrypted platforms wherever possible, please be aware that communication over digital channels (including email and messaging apps) may carry risks, such as interception or delay. We advise against sending sensitive financial instructions through these methods unless explicitly agreed.

2. Your obligations

This section sets out your obligations in agreeing to receive our services.

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 the appropriate advice. If you limit the information provided it could affect the suitability of the advice we give.

Payment for services

- By agreeing to proceed with the work set out in our engagement letter, you are agreeing to pay the charges for our services.
- Our **initial** charges are payable once we have completed our agreed work and must be settled within 30 days of the invoice date.
- In some limited circumstances (for protection planning business) we may receive a commission payment from a product provider. Typically, the commission payment will be offset against the charges you owe us for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services. Where relevant, we will provide details of the maximum amount that we could reclaim from you and the timescale in which we could do so, within our suitability report.
- Any products we have arranged for you will only be kept under review as part of an ongoing service for which have agreed to pay. Our ongoing services are optional, but if you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.
- If our charges for **ongoing** services are to be paid from your investments, this will be taken on a monthly, quarterly, six-monthly or annual basis as a % of the funds under management. Alternatively, if our charges for **ongoing** services are to be paid by you personally, we will send you an invoice at the agreed interval and this must be settled within 30 days of the invoice date.
- **Ongoing** services can be cancelled at any time by informing us in writing (see section 3 – Cancellation and amendments) but please note that we do reserve the right to charge you for services we have provided before cancellation.

- Where our charges are based on a % of your investments, the amount of our **ongoing** charges will increase as the size of your fund grows.
- In some circumstances we may receive ongoing payments (commission) from product providers relating to existing investments you hold. Such payments may be taken into account when determining the charges for ongoing services. We'll discuss and agree this with you where relevant.

Legal and accounting advice

We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant.

3. Cancellation and amendments

Ending this agreement

- We may terminate this agreement by giving you at least 20 business days' written notice.
- You may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will take effect from the date of receipt.
- Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.
- You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.

Amendments

From time to time it may be necessary to amend the terms set out in this agreement where it's not necessary to issue a new agreement. If this is the case we'll write to you with details of the changes at least twenty eight business days before they are due to take effect.

Product cancellation rights

Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

4. Useful information about our services

Who authorises us to advise you?

- We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. www.fca.org.uk. Our firm reference number is 459051.
- Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages.
- You can check our details 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.

- Unless we tell you otherwise, we'll treat you as a retail client for investment business. This means that you are given the highest level of protection available under the UK's regulatory system.

What if things go wrong?

- If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We'll do our best to resolve your concerns.
  - **Telephone:** 0203 376 1444
  - **Email:** info@blackstonemoregate.com
  - **In writing:** Blackstone Moregate, 9th Floor, 30 Crown Place, London, EC2A 4EB
- We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at www.financial-ombudsman.org.uk.

Additional peace of mind

- The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for clients of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business. You may be able to claim compensation from the FSCS if we cannot meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:
  - **Investments -** Eligible claims related to most types of investment business are covered for 100% of a claim up to a maximum of £85,000 per person per firm
  - **Insurance -** In the majority of cases, eligible claims related to advising and arranging of protection products are covered for either 90% or 100% of the claim, without any upper limit
- Further information is available from the FSCS at www.fscs.org.uk.

Benefits we may receive

- Under the rules of our regulator the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (for example product providers) as this would conflict with our independent status.
- 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 ultimately therefore enhance the quality of service we provide to our clients. Please ask us if you want further details. This doesn't affect our obligation to act in your best interests.

Appendix A - protecting your personal information

- To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our obligations to preventing money laundering or terrorist financing. Generally, this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you and to prevent money laundering or terrorist financing.
- We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service, we'll need to pass certain personal details to the product or service provider.
- We may engage the services of third-party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (for example by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (for example telephone / email / letter etc.).
- The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.
- We will issue you with our Privacy Notice. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.
- As part of this agreement, we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- Special categories of personal data: There are certain categories of personal data that are sensitive by nature. The categories include: Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.
- Use of Messaging Applications – we may use encrypted messaging applications, such as WhatsApp, to communicate with clients where appropriate and with prior consent. These communications are intended for general updates or administrative matters only. We do not accept formal financial instructions, sensitive personal data, or time-sensitive transaction orders via such platforms.

  Where messaging platforms are used, we take reasonable steps to ensure communications remain secure. However, as these are third-party tools, we cannot guarantee full control over data once it enters their ecosystem. Clients are encouraged to use email or secure portals for important or sensitive instructions.

  If at any time you prefer to not be contacted via these channels, please inform us, and we will amend your preferences accordingly.

- Recording Communications – We may record or retain copies of telephone conversations, video meetings, or electronic communications, where permitted or required by regulation, to ensure quality, resolve complaints, or meet our legal obligations. These records will be held securely and retained in line with our data retention policy.
- Technology and Platform Disclaimer – As our technology evolves, we may offer or use new channels of communication or digital service platforms. Any such changes will be introduced with due regard for security, data protection, and client consent. You will be notified of any material updates that may affect how we interact with you.
- Client Portals or Digital Tools – Where we provide access to an online portal or secure client dashboard, you agree to maintain the confidentiality of login credentials, and to notify us immediately if you suspect any unauthorised access. The portal may be used for document sharing, updates, and service tracking, but not for placing investment instructions unless explicitly stated.
- Cybersecurity Statement – We take reasonable steps to ensure the security of your information through appropriate cybersecurity measures. This includes encrypted storage, access controls, and continuous monitoring for threats. However, no system is entirely immune to risk, and we encourage vigilance when sharing sensitive data.
- If you are concerned about any aspect of our privacy arrangements, please speak to us.

London Office: 9th Floor, 30 Crown Place, London EC2A 4EB
Blackstone Moregate, FPW and Winsec are trading names of Blackstone Moregate Ltd which is authorised and regulated by the Financial Conduct Authority.
FCA Registration No 459051, Registered in England, Registered address: 9th Floor, 30 Crown Place, London EC2A 4EB Registered No. 03631973

Client Agreement - What we do and how we charge

If you would like this document in larger print or in another format, please contact us.

We are a financial planning business, focused on helping you understand and plan for your financial future. This information is designed to give you an idea of:-

- **What we do and how we do it (our services)**
- **What it's likely to cost and how you can pay us**

This document provides details about our services to you and how we charge, so it's important that you read it fully. It should be read in conjunction with our Client Agreement – Terms and Conditions. If there's something you don't understand please ask us to explain it.

Regulatory Information

We are authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registration number is 459051. Our permitted business includes advising on and arranging investments, pensions, and insurance contracts.

1. Our services

Whatever financial decisions you have to make, the first step towards making the right decisions is to establish a clear understanding of your financial needs.

People seek financial advice for many different reasons so it's important that we understand exactly who you are and what you want to achieve. At our first meeting we'll gather information about you to help define your needs and priorities.

Our services include:-

- **Financial planning:** It's important to identify what you might want to achieve and how you can do this. We can help you to identify your goals and create a plan for your finances to help you achieve them. This includes investment planning and estate planning.
- **Retirement planning:** It's important to know whether the money you are saving towards retirement will provide you with sufficient funds to meet your retirement objectives. We can work with you to proactively plan for your retirement and help you decide on the options available once at retirement.
- **Protection planning:** Most of us want to protect the things that are important to us, our family, business and quality of life. Protection planning can help to provide peace of mind in the event of your income changing due to unexpected events. We can help you plan for the best way to protect you, your family or your business.

We will give you an engagement letter, which will set out the services we have agreed to provide, and confirm how much this will cost. We will only start work once you have agreed to the services and charges in writing.

2. Our advice

We offer **independent** investment and pension advice. Where we provide protection planning services we act as an insurance intermediary providing advice on a fair and personal analysis of the market. This means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

We treat all personal data in accordance with the UK General Data Protection Regulation (UK GDPR). Our Privacy Policy is available upon request.

Unless otherwise agreed, we will treat you as a retail client, affording you the highest level of regulatory protection.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. Our advice is based on the information you provide to us. We cannot accept responsibility for advice based on incomplete or inaccurate information. We'll consider a number of factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand.

The areas we can advise on include:-

Open ended investment companies	Enterprise investment scheme	Phased retirement & income drawdown
Unit trusts	Structured products	Life assurance
ISAs	Venture capital trusts	Critical illness cover
Investment bonds	Pensions (including SIPPs)	Income protection
Exchange traded funds	Annuities	Long term care
Investment trusts	Business relief products	Workplace pensions

We don't provide advice in relation to individual share holdings. If this is something you need assistance with, we can refer you to a stockbroker. We also don't provide advice on options, futures and other derivative contracts as we believe that these are unlikely to be suitable for our clients.

3. Our charges

The way we are paid for our services may depend on the type of advice given. Typically this will be:-

- **Investment business:** Fees agreed and paid by you (either personally or by deduction from an investment)
- **Insurance business:** Fees agreed and paid by you, a commission payable by the insurance provider (which is a percentage of the total annual premium) or a combination of the two. Where we are paid by in full or part by commission we'll tell you the amount before we carry out any business for you. Any commission we receive from the product provider can be used to cover all or part of our fee.

More details on these options and how they are paid is found in the following sections. Our charges fall into two categories:-

a) **Initial charges:** These are the upfront costs of our services. We offer several types of initial service depending on your needs.

b) **Ongoing charges:** Once your financial plan is in place it's important to keep it under review so it can be adapted, where necessary, as your circumstances change. Our ongoing Annual Review service is designed to do this.

Our actual charges and fees (in pounds and pence) will be set out in our engagement letter and agreed with you before we do any work. We'll explain your payment options at that time, too. We will also let you know where any fees are subject to VAT.

Initial charges

Our charge will be based on the work involved, the level of expertise required and the amount of capital under advice.

We have provided examples of our fees below. These examples, and the fees we charge, are based on the complexity of the work involved, the number of meetings required, and the amount of time each member of staff would spend on the case.

WE WILL ALWAYS CONFIRM A BREAKDOWN OF OUR CHARGES TO YOU IN ADVANCE OF UNDERTAKING ANY WORK, IN OUR ENGAGEMENT TERMS.

The following table is just a guide of our charges, as each client and case is individual:-

Service description	Example Charges
Financial Planning This service could include (these will be confirmed in our letter of engagement):- • An initial meeting to find out more about you (we don't charge for this initial meeting) • Agreeing your financial goals and objectives • Establishing your attitude to and understanding of risks • Reviewing your current plans, investment and assets • Undertaking research to identify appropriate plans and solutions • Assessing the potential impact of key events on your plans (cash flow modelling) • Providing a personalised report and recommendations • A face to face meeting to discuss our recommendations • Implementation of agreed recommendations	If you invested £250,000 using a single wrapper (i.e. ISA or Bond) our fee would be £3,741. If you invested £500,000 using three wrappers (eg. GIA, ISA and Bond) our fee would be £5,552. These are a guideline only, as your circumstances and requirements will be different.
Retirement planning This service is as above for the financial planning, but with a focus on retirement planning. Details will be confirmed in our letter of engagement.	If you switched 2 pensions worth £500,000 into a new plan recommended by us our fee would be £5,790.
Protection planning	If you set up a protection plan with multi benefits (life assurance and income protection), our fee would be £3,353.

This service is as above for the financial planning, but with a focus on protection planning. Details will be confirmed in our letter of engagement.	Our minimum protection fee is £1,500 and could be payable by the client, or as commission received from the product provider, or a combination of both.

Payment options
Initial charges can be paid in a number of ways: • Cheque or electronic transfer (unfortunately, we cannot accept payments by card or cash). • Payment via deductions from the financial product(s) you invest in or (if relevant) deductions from the amount invested with a discretionary fund manager (DFM). Most product providers / DFMs offer this facility but using it will reduce the amount you have left to invest and may, depending on your circumstances, have other consequences (we'll discuss this with you beforehand).

Ongoing charges

Our ongoing services are optional. If you agree to purchase an ongoing service, unless otherwise agreed, the service will be provided as a follow up to the initial service.

Important – We check our fees relative to the work we undertake each year.

Ongoing service	Ongoing charges
Annual Review This service includes:- • An annual meeting with your adviser • A review of your financial goals and objectives • An up-to-date valuation of your current investments • Analysis of how your investments are invested • Assessing the potential impact of key events on your plans (cash flow modelling) • Implementation of agreed changes • A report setting out the results of the review and confirming any changes made	Our annual ongoing charge for this service is between 0.50% and 1% of funds under management subject to a minimum fee of £1,500 per annum. Only the minimum fee dictates the % chargeable, eg:- • For a fund of £200,000, our fee would be our minimum fee ie. £1,500 per annum equal to 0.75% • For a fund of £500,000 our fee would be £2,500 per annum equal to 0.50% • For a fund of £1,000,000 our fee would be £5,000 per annum equal to 0.50% Please note that our charges will increase as the value of your investment funds increases.
Investment Monitoring This service includes:- • We will monitor your investments and report to you if one or more investments are no longer on our recommended list. • We would provide an annual telephone catch-up between you and your adviser.	Our annual ongoing charge for this service is between 0.50% and 1% of funds under management subject to a minimum fee of £1,000 per annum. Only the minimum fee dictates the % chargeable, eg:- • For a fund of £100,000 our fee would be 1% = £1,000 per annum

• An up to date valuation of your current investments **Important – We will provide fund switch advice in the above service, however other advice would be chargeable and agreed in advance. THIS IS NOT A FULL REVIEW SERVICE.**	• For a fund of £200,000 our fee would 0.5% = £1,000 per annum Please note that our charges will increase as the value of your investment funds increases.

Payment options
Ongoing charges can be paid in a number of ways:- 1. A regular fee, paid on receipt of our invoice 2. By deduction from your investment(s) on a monthly, quarterly, six-monthly or annual basis, where the product / platform provider or DFM is able to offer this facility

You can elect to change your agreed Ongoing Service level at any time, giving 30 days notice.

You can also decide to cancel or terminate our services at any time by providing written notice. Where services have already been provided, applicable charges may still apply.

4. Other charges

There may be other third-party costs (such as platform fees, fund management charges, and transaction costs) that are not levied by us. These will be disclosed clearly in our recommendations.

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products we arrange for you. These charges may be one-off charges (payable up front) or charges payable on an ongoing basis. For example:-

- Service costs: If your investments are held on a platform (an online investment administration service) or held with a DFM, the platform provider / DFM will make a charge for administering / managing your investments
- Investment costs: These are the costs relating to the manufacturing and managing of your investments, for example, fees charged by the investment fund manager, costs relating to investment transactions
- We'll always disclose any third party costs as part of making our recommendations

Aggregated costs and charges
When we provide you with our advice, in your suitability letter we will add together all the costs and charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.