

DOING BUSINESS WITH



Retirement and **Investment** Solutions

TERMS AND CONDITIONS

Retirement and Investment Solutions



Our services

Retirement and Investment Solutions is able to act on your behalf in advising you on investments and pensions. We offer products and services as follows:

- **Investments** – we provide an advice service restricted to the Investment and Pension needs of the over 50's.

We will recommend investments and pensions from the whole of market, but do not currently advise on specific types of investments, i.e. unregulated collectives, Venture Capital Trusts, Enterprise Investment Schemes etc. *You may ask us for a list of the types of products we advise on*".

We offer you an initial discussion at our expense when we will describe our services more fully and explain the payment options. If you decide to go ahead, we will:

- Gather and analyse personal financial information about you and your needs and objectives;
- Recommend and discuss any action we think you should take and, with your agreement, arrange relevant solutions for you.

Your aims and objectives

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

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.

We will confirm to you in writing the basis of our recommendations along 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).

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

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

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

Please note that any products we have arranged for you will only be kept under review as part of an agreed ongoing service for which you agree to pay. Any ongoing service will be agreed with you and confirmed in our service agreement. We may contact you in the future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you.

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 recommend will be confirmed to you in your suitability report.

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

Client money

Retirement and Investment Solutions 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.

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.

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.

Additional protection

Retirement and Investment Solutions is authorised and regulated by the Financial Conduct Authority ('FCA'), 25 The North Colonnade, Canary Wharf, London, E14 5HS. Our FCA Register number is 185205. Our permitted business is advising on and arranging pensions, savings and investment products. You can check this on the FCA's Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

In the event that you are dissatisfied with a recommendation we have made you may be 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: Write to

The Compliance Officer, Retirement and Investment Solutions, The Rumpus, St Clairs Farm, Wickham Road, Droxford SO32 3PW

By phone: Telephone +44 (0) 1489 878300

By e-mail: advice@retirementis.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').

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.

Investments - most types of investment business are covered for up to a maximum of £50,000.

Deposit Accounts holdings are covered for 100% of the first £85,000 per person, per institution.

Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk/consumer.

Please be assured we treat complaints very seriously.

Conflict of interests

We will endeavour always to act in the best interests of you our client. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

Other benefits we may receive

From time to time we may attend training events funded and /or delivered by product providers, fund managers and platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Further details are available on request.

Termination

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

Data Protection

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

Some services are provided to **Retirement and investment Solutions** by third parties such as obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details. You agree that personal information held by ourselves may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to any such third parties. You also agree that this information may be

transferred electronically, e.g. e-mail and you agree that we, or any such third party, may contact you in future by any means of communication which we consider appropriate at the time.

Product providers, lenders and investment managers may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of data Protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act even when your personal information is processed outside Europe.

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 will use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

Disclosure of charges/fees

All charges/fees will be fully disclosed to you. These will be disclosed in summary form before we undertake any work for you. The precise charges relating to any work or recommendations we make will be confirmed in your suitability report or relevant product disclosure information that is provided to you. There is no additional cost to you for using a means of distance communication.

Our remuneration

Following our initial discussion (for which there is no charge) should you decide to go ahead there is a cost for our services. We offer a variety of methods by which we can be remunerated so that you can select the method that best suits your needs. 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 will also tell you if you have to pay VAT and if there are other costs that might arise in connection with the services we provide to you.

Investment business

Initial charges

Our charges relating to new work e.g. client take-on, new investments are as follows;

Initial Service	Initial Charges	
Research, report and recommendations	From £300.00	
Implementation – arrangement of products involving Investments	Up to £49,999	Charge of 3% + VAT. For example if you were to invest £45,000 our charge would be £1,620 (Minimum fee £1,000)
	From £50,000 to £499,999	Charge of 2% + VAT For example if you were to invest £75,000 our charge would be £1,800
	Funds above £500,000	negotiable + VAT.

Implementation – arrangement of products involving Pension	Up to £49,999	Charge of 3%. For example if you were to invest £45,000 our charge would be £1,350 (Minimum fee £1,000)
	From £50,000 to £499,999	Charge of 2% For example if you were to invest £75,000 our charge would be £1,500
	Funds above £500,000	Negotiable
Implementation - arrangement of products involving Lifetime Annuities	Up to £49,999	Charge of 3%. For example if you were to invest £45,000 our charge would be £1,350 (Minimum fee £1,000)
	From £50,000 to £499,999	Charge of 2% For example if you were to invest £75,000 our charge would be £1,500
	Funds above £500,000	Negotiable
Investment Linked Annuities	All Fund sizes	3.5%
Paying by Instalments for Regular contributions	Up to £1,000 per month there is normally no Initial Charge. For contributions above this level we will agree an Initial charge with you and a basis for payment. Exact details will be confirmed in writing.	

Paying for our services

We will discuss your payment options with you and agree with you how we will be paid.

You can pay our adviser charges by cheque or card or bank transfer. We do not accept payments by cash. You will be provided with a receipt upon payment.

You may also pay our implementation charges via deductions from the financial product(s) that you might invest in, where the product provider allows this. Please note that if you choose to pay by deduction from a financial product this will reduce the amount left for investment and may, depending on your circumstances, have other consequences. If you select this option we will discuss the implications of using this payment method with you prior to putting it in place.

Please note (as referred to in the table above) a minimum charge may be applied even if you choose not to invest in a product. We reserve the right to charge you for services provided prior to cancellation.

Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product. These deductions could reduce the amount left for investment and may, depending on your circumstances, have other consequences. If you select this option we will discuss the implications of using this payment method with you prior to putting it in place.

Ongoing services

We can offer you three levels of ongoing service specifically designed to provide the level of ongoing service that your financial affairs warrant.

These may include periodic reviews to ensure that recommended products remain relevant to your circumstances. Details of what is included in each of these services are provided in our Client Services Document. Our charges relating to ongoing services are as follows;

Ongoing Service	Ongoing Charges
Client Service – Funds under management up to £249,000	1% of funds under management (subject to a minimum of £500). For example, based on an investment of £100,000 our charge would be £1,000.
Client Service – Funds above £250,000	0.9% of fund under management. For example, based on an investment of £250,000 our charge would be £2,250.
Customer Service	0.5% of funds under management (subject to a minimum of £500). For example, based on an investment of £100,000 our charge would be £500.

Payments for the above services can be made by deduction from your investment(s) where the product provider is able to offer this facility. These deductions could reduce the amount left for investment and may, depending on your circumstances, have other consequences. If you select this option we will discuss the implications of using this payment method with you prior to putting it in place.

Ongoing services can be cancelled at any time by simply informing us in writing. Please note that we reserve the right to charge you for services provided prior to cancellation.

Mortgage Business

Details of how we are remunerated for our Equity Release Services can be found in a separate Equity Release Initial Disclosure Document which will be given to you prior to undertaking work in this area.