

Working with Atherton York

Our Terms of Business, Service and Fee Agreement

This document is aimed at providing you with a brief overview of our firm and to introduce you to our service in more detail. After you have read this document, you will need to select the service and remuneration package that best suits your needs. We will discuss this with you so that you fully understand what we can provide and how our services will benefit you.

ABOUT US

Atherton York Limited is an independent financial planning company. We can act on behalf of a wide range of personal and corporate clients, providing holistic financial advice for individuals and businesses. We offer products and services as follows:

- Investments - we provide an **independent advice** service. We will only make a recommendation to you after we have fully assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market and your circumstances. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.
- Non-investment protection contracts - we offer non-investment protection products such as term assurance, income protection and critical illness from a range of insurers. Where we provide protection planning services we are an insurance intermediary and will provide advice which is based on a fair analysis of the market.

We believe in and are committed to independent advice, constructing financial solutions using products from the whole of the market. Financial advice is provided exclusively by qualified and experienced practitioners and our firm is regulated by the Financial Conduct Authority.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. 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.

We advise on Pensions, ISAs, Collective Investment Accounts, Unit Trusts, Investment Bonds, Exchange Traded Funds, Investment Trusts, Enterprise Investment Schemes, Venture Capital Trusts and Structured Products (including Structured Deposits). We recommend on Retirement Income Drawdown and Annuities. We advise on insurance products such as Term Assurance, Critical Illness Cover, Income Protection and Long Term Care.

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. For further details about what we do advise on please refer to our website.

We are proud to be part of a select band of 'Chartered Financial Planners' demonstrating our commitment to the highest standards and professional qualifications. We have been a Chartered firm since our inception in 2013.

HOW WE WORK TOGETHER

We aim to provide all our clients with the clear financial direction that you require. This is achieved by having a full understanding of your current financial position, your objectives and identified needs, so we can provide suitable and cost-effective solutions for you. Our aim is to help you achieve your goals and reduce any possible future barriers you may encounter.

Any advice or recommendation that we offer to you will only be given after we have assessed your needs and considered your financial objectives as well as your 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. This might of course have a bearing on the advice that might have been given.

THE ADVICE PROCESS



We will then research and write your personalised financial plan. In this plan, we will make recommendations to meet your objectives. Your stated objectives will be reiterated in your 'Suitability Report', which we will issue to you as well, along with details of any special risks associated with the product(s) recommended.

Full details of the product(s) we may recommend to you including, for example, the minimum duration of the product(s), information on the right to cancel, or whether no right to cancel arises, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before commitment to any contract. We will issue any documentation/recommendations and any other communication to you in English (unless agreed otherwise) using plain language where possible.

Following the production of your financial plan, and your agreement to its contents, your instruction to us to proceed, please note that any products we have arranged for you will only be kept under review as part of an agreed on-going service for which you agree to pay. Any on-going service, and the associated fees, will be agreed with you and confirmed at the end of this document.

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."

OUR REMUNERATION

Following our initial discussion (for which there is no charge and the costs are carried by this firm) should you decide to go ahead and engage us for our professional services, you must understand that there is an associated cost. We offer three methods by which we can be remunerated for our work – you can select the method that best suits your needs. You are free to choose from the options of a fixed fee, hourly rates or a percentage charge.

We will not charge you until we have agreed with you how we are to be paid and this document has been signed. The point of signing this agreement is considered the time of engagement for services and when charges will commence. We will tell you if you have to pay VAT (generally this is not the case because financial mediation is not liable to VAT) and if there are other costs that might arise in connection with the services we provide to you.

By signing this agreement you are agreeing to pay the charges for our services as set out in the section at the end of this document titled Your Fees and Consent. Your selected payment method is also confirmed in the section titled Your Fees and Consent.

A. INVESTMENT BUSINESS

1. Paying by Hourly Rate

Where you choose to engage our services on an hourly rate basis, our fees are as follows:

Chartered Financial Planner	£135 per hour
Associate Planner	£85 per hour

You may ask us for an estimate of how much in total we will charge. You may also ask us not to exceed a given amount without checking with you first. We always time-record our work and this schedule of timings is available upon request.

2. Paying by a Fixed Fee

Where you choose to engage our services on a fixed fee basis, our indicative fees are as follows:

Pension Accumulation Strategy (starting and building a pension fund)	£1,500
Pension Decumulation Strategy (at the point of retirement)	£2,000
Investment of a Lump Sum / Capital Sum	£1,850
Putting in force protection policies such as life assurance	£850
Full Financial Review including Cash Flow forecasting	£3,500

Please note that these figures are not maximum or minimum fees and simply an indication of typical fixed cost advice scenarios.

3. Paying by Initial Charges

Our charges relating to new work e.g. client take-on, new investments and one-off reviews are as follows:

Initial Service	Initial Charges (%)	Initial Charges (£)
Advisory	1.75% of the funds invested subject to a minimum of £1,250	For an investment of £50,000, you would be charged £1,250, for an Investment of £100,000, you would be charged £1,750 and for an investment of £200,000 you would be charged an initial investment fee of £3,500.

Paying for our services in a single payment

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 bank transfer. We do not accept payments by card or cash. Our charges will become payable on completion of our work and should be settled within 14 days of the invoice. You will be provided with a receipt upon payment.

You may also pay our adviser charges via deductions from the financial product(s) that you invest in, where the product/platform 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 before putting it in place.

If your investments are held on a platform, you may choose to pay our adviser charges out of the funds held with the platform cash account (where the platform provider offers this facility). If this method is selected it is important that sufficient funds are maintained in the account to cover our adviser charges as and when they become payable. We will discuss the implications of using this payment option with you before 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, or if no product implementation is required. This is to cover the cost of our work up until this point and the advice and recommendation process. We reserve the right to charge you for services provided prior to cancellation.

Paying by a deduction from your recommended product

When you are investing in a product, you can choose to have the adviser charge deducted from that product. Although you may pay nothing to us up front, this 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 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 before putting it in place.

On-going service charges

Unless otherwise agreed, the initial and on-going service are part of the same package. The on-going service will be provided as a follow-up to the initial service. Our charges for ongoing services will start after our initial work is complete and when funds are received under our management. Ongoing fees are typically paid proportionately and monthly in arrears.

Charges for the on-going service will not be liable to VAT (unless the initial service was liable to VAT) where both the initial and on-going services are part of the same package. We can offer you two levels of on-going service designed to provide periodic reviews to ensure that recommended products remain relevant to your circumstances. These levels of service are explained in more detail in the table that follows.

It is not compulsory to engage an on-going service, however, we believe that an ongoing review service is essential to ensure that your portfolio continues to meet your needs and objectives. Ongoing services can be cancelled at any time by informing us in writing (see our Termination section later in this document) but please note that we do reserve the right to charge you for services we have provided before cancellation

B. PROTECTION BUSINESS

You can pay for our advised protection services by fee, commission or a combination of these. In relation to non-investment protection contracts, if you wish us to work on a fee basis the fee will be based on an hourly rate basis. Please see section A1 above that explains how this is calculated. This is subject to a minimum fee of £850. Any commission paid to this firm can be used to offset this fee.

Where we are paid by commission we will tell you the amount before we carry out any business for you.

Similar to our investment services, we will provide you with a personal and financial review prior to making our protection recommendations to you. Should you accept these recommendations then we will arrange to implement these arrangements for you. The reasons for our recommendation will also be provided to you in a written report.

ON-GOING SERVICES

We offer two levels of service depending on your needs, details of which can be seen in the table below.

Services Provided	Advisory	Advisory Plus
Ongoing Access to Your Chartered Financial Planner	Yes	Yes
Ongoing Service and Proactive Management	Yes	Yes
Annual Review Meeting with your Chartered Financial Planner	Yes	Yes
Annual Portfolio Valuation and Rebalancing	Yes	Yes
Annual ISA and Pension Utilisation (If applicable)	Yes	Yes
Regular Client Newsletter	Yes	Yes
Six Monthly Portfolio Valuation and Rebalancing	No	Yes
Estate Planning Service	On Request	Yes
Introduction to an Accountant or Solicitor	On Request	On Request

SERVICE LEVEL OPTIONS

Our charges relating to on-going services are as follows;

On-going charges	Annual charges %	Annual charges £
Advisory Clients	0.5% of the funds under our advice	For a fund of £200,000, you would be charged a fee of £1,000 per year
Advisory Plus Clients	0.75% of the funds under our advice	For a fund of £350,000, you would be charged a fee of £2,625 per year

Payments for the above services can be made either by regular fee (paid by standing order) or by deduction from your investment on a monthly, quarterly, six-monthly or annual basis, where your product provider can offer this facility. These deductions will, of course, reduce the amount left for investment and what you get back. If you select this option, we will discuss the implications of using this payment method with you before implementation.

Where the value of your investment rises, then our fees will increase, conversely, where the value of your investment falls, the cost of our service will decrease. These on-going charges are reviewed on an annual basis to ensure that they remain commensurate for both parties and can be amended if necessary. Any proposed changes would be discussed and agreed in writing.

YOUR RESPONSIBILITY

It is important that you provide us with the information that we request in order for us to provide the appropriate advice and services. We therefore ask that clients do not unreasonably withhold relevant information because any advice we provide to you will be based on the information you provide to us.

Under the FCA rules, we are required to consider whether it is in your best interests for us to act for you if you refuse to provide us with what we believe to be the necessary information. We therefore reserve the right to decline to act for you if we believe you have not provided us with the requisite information.

As we are required by anti-money laundering legislation to know who we are dealing with, we need to obtain evidence of your identity and address. Please provide your passport or driving licence and a utility bill in your name. If these documents are not available, please speak to us and we will confirm what alternatives would be acceptable.

CLIENT CLASSIFICATION

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. Details of our complaints procedure are available on request.

CLIENT MONEY

We are 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.

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.

The charges/fees will be VAT exempt unless the work we provide for you only involves advice and/or preparing a report, in which case VAT will be applicable. In either circumstance we will advise you before we undertake any work for you. The initial and on-going services form part of the same package.

ADDITIONAL PROTECTION

Atherton York Limited is authorised and regulated by the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS www.fca.org.uk ref. 740345. You can check this 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.

In the unlikely event that you are dissatisfied then 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: Write to The Compliance Director, Atherton York Limited, 10 Station Parade, Barnet EN4 0DL

By phone: Telephone 0208 882 2979.

Please be assured we treat complaints very seriously. 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') www.financial-ombudsman.org.uk

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 £85,000
- **Insurance** – in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.

Information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk

CONFLICT OF INTEREST

We will endeavour always to act in the best interests of our clients. 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. We have a conflicts of interest policy. If you wish to see a copy of it please ask us.

OTHER BENEFITS WE MAY RECEIVE / CONFLICT OF INTEREST

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 (e.g. 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 platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients.

BEST EXECUTION

In executing or transmitting orders on your behalf to third parties, we will 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 wish to see a copy of it please ask us.

RISK WARNINGS

Please be aware that the value of 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 a reliable indicator of future results. Specific warnings relevant to the investments, or investment strategies, we recommend will be confirmed to you in your Suitability Report.

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.

Neither Atherton York Limited 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 discussions with us. We can make a suitable legal or accountancy referral if you so wish – we have relationships with trusted professionals who can advise you.

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.

In most cases, you can exercise a right to cancel, by withdrawing from the contract recommended to you. In general terms, you will normally have a 30-day cancellation period for a 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.

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 28 business days before the date that the changes take effect.

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. These fees will be based on the actual work completed up until the point of termination.

ANTI-MONEY LAUNDERING

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business, which we conduct, on their behalf, and to ensure that the information we hold is up-to-date. For this purpose, we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file but it will not affect your credit rating."

FORCE MAJEURE

Atherton York Limited 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.

DATA PROTECTION

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. 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. 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 (e.g. 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 (e.g. 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. If you are concerned about any aspect of our privacy arrangements please speak to us.

YOUR FEES AND CONSENT

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

I/We agree that this agreement, and engage the services of Atherton York, which will come into effect from the date of signing by all parties, and will remain in force until terminated. This agreement is governed, and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.

Initial Service – Transactional / Advisory / Advisory Plus (Please Indicate)	Details of agreed fee (£ / %):

On-going Services – Transactional / Advisory / Advisory Plus (Please Indicate)	Details of agreed fee (£ / %):

Please sign to confirm receipt and to indicate your agreement of the specified terms of engagement and the fees detailed on page 11:

First Client	Second Client
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

Signed on behalf of Atherton York

Name of signatory: _____	Date: _____
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SENSITIVE PERSONAL DATA

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described above we require your consent by indicating your agreement to the following statement:

I/we consent to the processing of sensitive personal data as far as it is necessary for the services.
I/we require from Atherton York Limited.

First Client	Second Client
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

Please note that you may withdraw this consent at any time by notifying us at our main business address.

We may also 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. If you wish to know the names of these third parties please contact us for further information.

Marketing

From time to time we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this we require your consent by agreeing to one or all of the options:

I/we consent to be contacted for marketing purposes by:

Email Telephone Text message Post

First Client	Second Client
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

Please note that you may withdraw this consent at any time by notifying us at our main business address.