BrightHelm financial

Terms of Business

Brighthelm Financial are a boutique financial advice practice offering advice on insurances, mortgages and investments

Brighthelm Financial Ltd
9 Shirley Drive | Hove | BN3 6NQ Brighthelm Financial Ltd is an Appointed Representative of Quilter Financial Services Ltd which are authorised and regulated in the UK by the Financial Conduct Authority (FCA) and is registered on the FCA Register with Firm Reference Numbers 440703. Brighthelm Financial Ltd is also registered on the FCA Register with Firm Reference Number: 483484.

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BrightHelm financial

Insurances 3
What Insurances do we advise on? 3
What will you pay? 3
How will we make sure your plans are still relevant? 3

Mortgages 4
What Mortgages do we advise on? 4
What do we charge for our services? 4
Simple Mortgages 4
Complex Mortgages 4
Rate Switches 4
How will we make sure your plans are still relevant? 4

Equity Release, Retirement Interest only and Home Reversion Schemes 5
What Retirement Mortgages do we advise on? 5
What do we charge for our service? 5
How will we make sure your plans are still relevant? 5

Investments 6
What Investments do we advise on? 6
SImple Investments, Complex Investments, EIS, VCT and BR Funds? 6
What do we charge for our services? 6
Supporting our existing customers and their families 7

Ongoing servicing proposition 8
Core Services 8
Supplementary Services 8

Investment Fees – Ad Hoc/ Where No Ongoing Service In Place 9

The Compliancy Bits 10
Your protection 10

Cancellations and refunds 11
Investments 11
Mortgages 11

Other important information 11
Our regulator 11
The permitted scope of our advice 11
Client categorisation 12
Best Execution 12
Paying for advised services 12

VAT 13
Unregulated mortgages 13
Client money 13
Your duty to disclose information 13
Addressing financial crime 13
Changes to these Terms 13
Conflicts of interest 13
Language 14
Loans and ownership 14
The law we operate under 14
Supporting your needs 14

Confirmation of Services 15
Message from the Financial Conduct Authority 15

BrightHelm financial

Insurances

Insurance is an important part of many people's financial plans, either to ensure their family is financially protected, to ensure they would have the funds to pay a loan such as a mortgage if the worst were to happen, to protect key people within a business, or to pay an inheritance tax bill.

What will we do for you?

We will advise and make a recommendation for you after I have assessed your needs for Life Assurance, Critical Illness, Income Protection, Keyman/Shareholder cover and Private Medical Insurance as an insurance intermediary.

What Insurances do we advise on?

We offer products from a range of insurers based on a fair and personal analysis of the market for Life, Critical Illness, Income Protection, Key Man Cover, Share Holder insurance and Whole of Life Insurance products from a panel of leading insurers. Ask us for a list of insurers we offer insurance from.

What will you pay?

We charge no fee for Life Assurance, Critical Illness, Income Protection, Family Income Benefit and Private Medical Insurance. We will be paid by commission from the company, that has already been included in the premium. You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

How will we make sure your plans are still relevant?

There is no fee for this service. We continually review our clients insurance policies to make sure they are good quality, fairly priced and relevant.

In order to provide you with a high-quality service we may want to contact you regarding items we consider are of interest to you, or to make you aware of new opportunities. If this happens, we would like to contact you as it is important to ensure your current protection plans and provisions remain in line with your requirements, which may change over time.

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Mortgages

What will we do for you?

We will advise and make a recommendation on mortgage finance for you after we have assessed your needs and we have discussed your objectives.

What Mortgages do we advise on?

We advise on the whole mortgage market place, this includes residential purchases, residential remortgages, rate switches, BTL purchases, BTL remortgages, Portfolio Landlords, Right to Buy, Help to Buy, Shared ownership, transfers of equity, joint borrower sole proprietor, Equity Release and Retirement Interest only. We offer a mortgage review service that is representative of the whole of the market, but not deals that you can only obtain by going direct to a lender.We do not provide advice on 2nd charge mortgages, commercial lending or bridging loans. Where clients have a need for these types of loan, we have a good relationship with a specialist advice company.

What do we charge for our services?

We offer advice on 2 levels of mortgages, simple mortgages and complex mortgages.

Simple Mortgages

Residential purchases and residential remortgages

Advances of £175,000 and up	**£425**
Advances of £100,000 to £174,999	**£725**
Advances under £100,000	**£1,245**

Complex Mortgages

This covers, all BTLS, shared ownership, right to buy, help to buy, stair casing help to buy or shared ownership, transfers of equity, joint borrower sole title, self build, complex build types/titles. These cases take significantly more work and therefore our fees are higher to reflect this.

If during our fact finding process we discover a case is actually complex not simple, we reserve the right to increase our fees accordingly.

Advances of £175,000 and up	**£625**
Advances of £100,000 to £174,999	**£925**
Advances under £100,000	**£1,425**

Rate Switches

For clients who don't need a full review and are suitable to remain with their current lender we offer a rate switch review. During the review we assess the wider market place and rates on offer and compare this with your existing lenders range. If your existing lender best allows you to meet your goals, then we will advise you on the best product for you, complete the paper work and ensure implementation.

Advances of any amount	**£175**

All fees are payable on application and there are no refunds.

Or you could choose a fee only option where you will pay a fee of (enter amount or percentage) and we will pass on any commission paid by the lender to you.

You will receive a mortgage illustration when considering a particular mortgage, which will tell you about any fees relating to it

How will we make sure your plans are still relevant?

There is no fee for this service, as we will have been paid commission from the mortgage provider.

In order to provide you with a high-quality service we may want to contact you regarding items we consider are of interest to you, or to make you aware of new opportunities. If this happens, we would like to contact you.

If we do not review your borrowing, you may end up paying more than you need to for your loans and missing out on better mortgage products that are available. We aim to contact you before any special terms of your mortgage expire. We encourage you to contact us should your financial circumstances change in the meantime. We will make reasonable endeavors to contact you. Please be aware that should we not be able to review your mortgage before the end of any special term, this may result in you paying considerably more for your loan

NB The amount of commission will vary depending on individual circumstances, the lender and product. The exact amount of the commission will be explained to you before you apply for a loan. Should you wish, you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.

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Equity Release, Retirement Interest only and Home Reversion Schemes

Retirement Mortgages

For customers needing Lifetime Mortgages, we will make a recommendation once we have assessed your needs. We offer Lifetime Mortgages and Home Reversion plans from the whole of the market.

We charge a fee of £1,495 for advising on and arranging your Lifetime Mortgage or Home Reversion plan. Our fee will be payable upon application.

In addition to the above fees, we will also receive a commission from the lender. You will receive an illustration when considering a particular Lifetime mortgage or Home Reversion plan, which tell you the actual amount of our fees and about any other fees relating to this.

Advances of any amount	**£1,495**

How will we make sure your plans are still relevant?

There is no fee for this service, as we will have been paid commission from the mortgage provider.

In order to provide you with a high-quality service we may want to contact you regarding items we consider are of interest to you, or to make you aware of new opportunities. If this happens, we would like to contact you.

If we do not review your borrowing, you may end up paying more than you need to for your loans and missing out on better mortgage products that are available. We aim to contact you before any special terms of your mortgage expire. We encourage you to contact us should your financial circumstances change in the meantime. We will make reasonable endeavors to contact you. Please be aware that should we not be able to review your mortgage before the end of any special term, this may result in you paying considerably more for your loan

NB The amount of commission will vary depending on individual circumstances, the lender and product. The exact amount of the commission will be explained to you before you apply for a loan. Should you wish, you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.

BrightHelm financial

Investments

When you receive investment advice from us, our recommendations are from a curated panel of leading investment companies. This means that when we identify the most suitable investment solutions for you, we look at a range of pre-vetted investments from companies which meet our approval.

If you already have a product or portfolio with another company we will first conduct an analysis of what you have. This will help us to advise you on the likelihood of achieving your long-term goals in your current position, and we may recommend that this is retained. However, should we find clear indicators that your interests will be better served by moving to our core proposition or our wider panel then we may recommend that you take action.

For new investments we will first consider whether your needs can be met with a product from Quilter's investment platform and/or a managed investment portfolio from Quilter Investors or a discretionary investment portfolio from Quilter Cheviot.

In the event that your requirements cannot be met by our core proposition we can recommend a product from a wider panel of providers researched and maintained by Quilter Financial Planning Limited. We can provide a list of these providers at your request.

Because we are part of the Quilter Group of companies, we may be able to secure preferential terms on some products, services and investment solutions within the group for our clients. This is not guaranteed and will be confirmed to you at the point of recommendation.

This document details the fees you will incur for our financial advice services. Please remember that you may also need to pay charges related to the investment products we recommend, however these charges will be presented to you before you agree to proceed with our recommendations.

We offer different ways in which you can pay us for our services. Once we have discussed these with you, we will confirm the fee structure and method of payment.

Wealth Management

Complex Investments, BR, EIS and VCT.	Simple Investments
These are clients who already have assets under management and have started their financial journey. They typically have several pension schemes and or investments. Our first job will be to review what is already in place, to contact existing providers and make any changes necessary to meet current and future financial goals. This may include paid up projections of existing protected benefits schemes, evaluating your tax position and liasing with your accountant to implement any changes. As part of this, we will also carry out cashflow modelling and liaise with professional connections where necessary. We will also continue to do this on an ongoing basis.	These are clients who are looking at investing new funds. No analysis of existing holdings is needed, just advice on fund choices, tax positions and the implementation of recommendations. As part of this, we will also carry out cashflow modelling and liaise with professional connections where necessary. We will also continue to do this on an ongoing basis.
Fees for the design, production and implementation of this financial strategy are calculated as follows:	Fees for the design, production and implementation of this financial strategy are calculated as follows:
Initial Fees: Percentage of amount invested The fee is calculated according to the size of the transaction, as set out below: • **3.50% on the first £100,000,** • **1.75% on £100,001 to £250,000** • **0.75% on £250,001 to £750,000** • **0.25% on any remaining balance above £750,001** Our typical charge for an investment on £100,000 would be £3,500, which is 3.5% of sum invested. Our typical charge for an investment of £500,000 would be £8,000 which is 1.6% of the sum invested. Our typical charge for an investment of £1,000,000 would be £10,500 which is 1.05% All investments, no matter how small, require a certain amount of work, therefore the fee will typically be higher, as a percentage of the amount invested, for smaller investments than larger ones. Our Minimum fee for this work is £2,100.	**Initial Fees: Percentage of amount invested** The fee is calculated according to the size of the transaction, as set out below: • **3.00% on the first £100,000,** • **1.25% on £100,001 to £250,000** • **0.50% on £250,001 to £750,000** • **0.15% on any remaining balance over £750,001** Our typical charge for an investment on £100,000 would be £3,000, which is 3% of sum invested. Our typical charge for an investment of £500,000 would be £6,125 which is 1.23% of the sum invested. Our typical charge for an investment of £1,000,000 would be £7,750 which is 0.78%. All investments, no matter how small, require a certain amount of work, therefore the fee will typically be higher, as a percentage of the amount invested, for smaller investments than larger ones. Our Minimum fee for this work is £1,800.

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Wealth Creator: Assets under management below £60,000

We understand that some clients are just starting out on their financial journey and therefore have different needs. To ensure that these clients don't miss out on financial advice and planning, we have developed our Wealth Creator proposition.

Wealth Creator is a fixed fee financial review covering the following areas:

Initial fees: Full Financial Review £1,500

Under this scheme, we will complete the following:

- Full Assessment of your current financial position.
- Projected retirement income.
- Insurance review, both business and personal.
- Review your personal and business tax position.
- Recommendations to meet your broad financial objectives.
- Cash flow modelling to show you the long-term value of any recommendations
- No additional Charge for the implementation of any recommendations within the scope.
- No additional charge for setting up a regular contribution investment.

If our review results in recommendations, there is no charge for the implementation of the plans.

We do encourage regular reviews, however, you can choose whether these are ad hoc (as per our fixed fee scale) or whether ongoing servicing is beneficial.

Any variation to this amount will be confirmed in writing to you before proceeding further. This may be for example for larger or more complex loans, or where your personal situation is more complex regarding income sources, taxation, residence, and credit rating.

If you ask us to stop work after agreeing to these fees you will be invoiced a minimum fee of £750.

If detailed recommendations with illustrations have not been provided and discussed with you at this point; it is likely that VAT is due on these fees.

Fees calculated using an hourly or fixed rate may be paid directly or be converted to a % of a subsequent investment, facilitated by the Product Provider.

Please note Wealth Creator is not eligible for Existing client or Family discounts.

Supporting our existing customers and their families

We offer discounts to the following groups of clients:

Existing client discount

Naturally, we usually need to spend more time with new clients to get to know them before we can advise them. Because of this, and to reward our existing clients, we offer the following:

- Discounts on initial advice fees of 12.50%
- The removal of minimum fees

An existing client who can benefit from this discount is:

- A client who has taken out a mortgage through us in the last three years
- A non-mortgage client who has taken out a plan through us where we have received ongoing income (commission or fee) in the previous 12 months

Family member discount

We offer a family member discount because we recognise the importance of retaining and passing on your wealth. Understanding your family unit better allows us to provide the best support during critical times. To reflect this, we offer the following:

- Discounts on the first initial advice fees of 12.50%. Thereafter the existing client discount will apply
- The removal of minimum fees

A family member includes your parents, spouse, partner, siblings, children, grandparents and grandchildren, whether connected by birth, adoption or guardianship.

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Ongoing servicing proposition

Where recommended by their adviser, many clients choose to opt into our ongoing advice service to ensure their financial plans remain on-track to meet their financial goals.

Where we recommend that you'd benefit from ongoing advice, the different elements of this service are outlined below.

Core Services

- An annual Progress Check meeting to review your plans, current circumstances, and objectives to help ensure that your financial planning remains on track.
- You'll receive a consolidated annual report of your plans and investments within the scope of our advice, so that you can see your current position and progress towards your objectives.
- Your adviser will recommend any switches to your investment funds where this is suitable and beneficial for you.
- We'll confirm in writing whether your plans and investments continue to be suitable based on your stated objectives and risk appetite.*
- Assistance with the administration of your plans and support with any third-party provider interaction, as required.
- Telephone and e-mail access to your adviser (and wider support team), allowing you to quickly address any questions or concerns that you might have between regular scheduled progress check meetings.

Supplementary Services (where requested by you)**

- Advice, support and facilitation on withdrawals once per tax year
- Meetings with your adviser (as appropriate) in addition to your Annual Progress Check Meeting
- A detailed cash flow model to help you plan with confidence
- Engagement with other professional advisers (e.g. accountants / solicitors) on your financial affairs

Minimum fees that may apply £540

Our fee for this service is:

0.90%	on the first £250,000
0.50%	on £250,001 to £750,000
0.10%	on remaining balances above £750,001

Clients who don't mind missing out on the benefits of an on going advice service or who have investments under £60,000 can still pay for a mini financial review at a fixed cost of £750 with a further £750 for implementation of recommendations. Clients in our Wealth Creator program can still obtain advice on new investments in the future.

Examples of Ongoing Fees

We have set out below what our ongoing fees would be on different investment amounts

- £100,000 invested, the fee would be £900 pa
- £500,000 invested, the fee would be £3,500 pa
- £1,000,000 invested, the fee would be £5,000 pa

The elements that make up your ongoing servicing package are subject to alteration;I will notify you in advance and in writing if any of these aspects change.

Please note that as the fee is based the investment value, the actual amount we received will increase (or decrease) in proportion to any increase (or decrease) in the value of your portfolio.

Impact of Fees

When you make an investment there will be costs involved which will impact on your investment returns. These costs will typically comprise of the platform charge, the fund managers charge and our advice fee. As a typical example these charges may amount to 2.5% a year, so your investment return will be reduced by this amount each year. Your personalised illustration will clearly show the actual costs that will apply to your investment.

* Remember, we'll only be able to confirm whether your plans and investments continue to be suitable following your annual progress check meeting. Where you are unable to attend a meeting, we will not be able to confirm whether your plans and investments remain on track.

** Where Additional Services are available to you, if you do not need them or choose not to use them in any given year, you will not be eligible for a refund of the ongoing advice fees paid for that year. If you have any questions on this at any time or want to understand in more detail what this means in practice, please do not hesitate to contact your adviser so they can help.

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Investment Fees – Ad Hoc/ Where No Ongoing Service In Place

If you do not wish to subscribe to an ongoing service, we provide many services on an 'ad-hoc' basis. Should you require any services as noted below, or bespoke work to be carried out, we will be able to tailor a specific service.

Please note that implementation fees are in addition to the examples shown below.

An additional fee may be required, typically calculated in accordance with our hourly rates, as shown at the bottom of the table below.

Prior to any work being agreed and carried out we will give an indication of the approximate amount of time that these tasks might take. These additional fees might be paid by single payment (e.g. by cheque), charged from your investment plan(s) or via regular monthly retainer payments (e.g. standing order).

Fees will depend on individual circumstances, but are typically:

Ad Hoc meeting to review your existing Financial Planning and identify any areas of concern	**£750**
Making recommendations to address concerns	**£750**
Fixed fee for Ad Hoc works	**£200**
Cash Flow modelling and Financial Review	**£1,495**

For example if you invested £100,000 and did not wish to be part of our ongoing advice services ad hoc fees would typically be

Review meeting	**£750**
Advice and recommendation	**£750**
Implementation fees as per Wealth Management Complex	**£3,500**
Total fee (£750 + £750 + £3,500)	**£5,000**

Please note that these services on their own are likely to attract Valued Added Tax (VAT), in accordance with current HMRC (Her Majesty's Revenue and Customs) guidelines.

Where any of the above services are included in an ongoing service option, you will not be charged separately for these services.

The Compliancy Bits

Your protection

Complaints

We always endeavour to give the highest quality service and advice; however, there may be times when you feel you do not receive the service you expect.

If you have a complaint, please get in touch with us using the contact details below in the first instance. We will do our best to investigate your concerns, look into things properly, and respond to you as quickly as we can.

We will provide you with a summary of our complaints procedure when we acknowledge your complaint as well as on request.

Quilter Financial Planning Complaints Department
Sunderland SR43 4JR
Email: QFPcomplaints@quilter.com
Tel: 0191 241 0700

The Financial Ombudsman

If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service using the contact details below. Please be aware that you may not be entitled to refer your complaint to the Financial Ombudsman Service if your product is not regulated by the FCA (for example, a buy-to-let mortgage).

Telephone: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. In the unlikely event that we cannot meet our obligations, you may be entitled to compensation from the FSCS. This depends on your type of advice/product, and the circumstances of your claim. The FSCS covers eligible claims up to the following limits:

- **Investment** Up to £120,000 per eligible person, per institution for deposits
- **Investment** Up to £85,000 per eligible person, per firm for investments
- **Mortgage** Up to £85,000 per eligible person, per firm for mortgages
- **Protection** 100% protection for long term insurance; 90% protection for all other kinds of insurance, including general insurance

Further information about compensation scheme arrangements including the conditions governing compensation and how to obtain compensation is available from the FSCS at **www.fscs.org.uk**

Data protection and your rights

The personal information you provide will assist your financial adviser in offering you suitable advice. The personal data you provide will be used and stored in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR) under UK law.

Quilter Group process 'special category data' on the lawful basis of 'substantial public interest'.

For further information on how Quilter uses your personal data and your rights, please see our Privacy Notice. A printable version can be provided on request.

For further information on how your adviser uses your personal data, please see their Privacy Notice **www.brighthelmfinancial.co.uk**

If you have any enquiries relating to the personal data that Quilter may hold about you, how your personal data is processed, or how to exercise your rights you can contact our Data Team, at **QFPdataguardian@quilter.com**

From time to time, we may want to send you relevant marketing electronically from both your adviser and Quilter. You can unsubscribe at any time.

Privacy notices | Quilter

How we collect and use your personal information appropriately, lawfully and transparently.

Cancellations and refunds

You can cancel these Terms at any time without penalty. This will not affect any outstanding transactions being carried out on your behalf and you may still have to pay a fee to us, as outlined below. To cancel these Terms, you should notify us using the contact details shown on the front of this document.

Our cancellations policy for the different advice services that we offer is set out below:

Investments

Initial advice

Our standard policy is that if these Terms are terminated, a recommendation is not followed through to implementation, or a product that we arrange is cancelled, no refunds will be given, and all work undertaken will be billable as previously agreed. If you ask us to stop work after agreeing to these fees, but prior to implementation, you will be invoiced a minimum fee of £750.

If you cancel your investment(s) in the cooling off period or stop regular contribution payments the fee will no longer be due unless a minimum fee is stated in these Terms.

Ongoing service

You can cancel your ongoing service or our authority to act on your behalf at any time by email or post using the contact details shown on the front of these Terms. You will be responsible for cancelling any payment instructions from your bank. If the ongoing service fee is taken from your investments we will aim to instruct the provider, platform or discretionary fund manager to stop the fee within 5 working days of receiving your instructions and refund any overpayment to you.

Our ongoing advice service fee will be charged up until the date that you are no longer contractually entitled to receive our ongoing advice services, which will be the same date we receive notice that you wish to cancel these services. If you cancel your ongoing advice services because you are dissatisfied with the level of service that you have received, we will treat this as a complaint, subject to our standard complaint procedures. Please see the section above headed Complaints.

Our ongoing advice services are appropriate for clients who wish to keep their investments under regular review. You have the right to decline an ongoing financial review at any time. We will not refund your ongoing service fees if we have offered, but you have declined, an ongoing financial review.

We reserve the right to cancel the ongoing service or our authority to act on your behalf on reasonable notice to you. We may wish to do this if we consider that our ongoing service is no longer appropriate for you or if we are unable to provide it for any reason.

Mortgages and Lifetime Mortgages & Home Reversion plans

All fees are payable on application and there are no refunds.

Other important information

Our regulator

Brighthelm Financial Ltd (FCA register number 483484) is an appointed representative of Quilter Financial Services Ltd (FCA register number 440703) of Senator House, 85 Queen Victoria Street, London, EC4V 4AB which is/are authorised and regulated by
the Financial Conduct Authority.

The permitted business of Quilter Financial Services Ltd is advising on and arranging pensions, investments, mortgages, life assurance and general insurance.

You can check this on the FCA's register at **https://register.fca.org.uk/s/** or by contacting the FCA on 0300 500 8082 or 0800 111 6768.

The FCA address is: 12 Endeavour Square, London, E20 1JN.

The permitted scope of our advice

We have set out above the business that Quilter Financial Services is permitted to carry on.

We can only offer advice from certain leading investment, insurance, and mortgage companies. By restricting our business to a selected panel of product providers and a carefully chosen range of their products, Quilter Financial Services ensures it is able to meet the needs of its clients and delivers the high standards they expect. We can provide a list of the companies on our panel upon request.

The Quilter Group of companies offers a range of market leading pension and investment solutions through both a UK and international platform. Pension and investment solutions offered by Quilter form an integral part of our core investment proposition. However, we will only recommend that you invest into pension/investment solutions offered by Quilter if it is in your interests to do so.

Examples of products and services which we are prohibited from recommending include:

- Any overseas service or product (for example QROPS and QNUPS), apart from offshore bonds designed for UK-resident clients; and
- Non-mainstream pooled investments, such as unregulated collective investments schemes.

If you wish to consider a product or service which is not included in the Quilter Financial Services authorised list, and which is not offered by any other Quilter group company, we may be able to introduce you to a third party who can assist. Please note that if we introduce you to a third party in this way, any information and/or advice on the product and service will be provided by that third party. Neither we nor any Quilter group company accepts any responsibility for any information and/or advice provided by any third party.

Please call us if you have any queries or concerns, using the contact details on the front of these Terms.

BrightHelm financial

Client categorisation

By default, we categorise all of our individual clients as retail clients. This means that you have the highest level of protection available under the regulatory system.

In most cases these rights will also apply to the products we recommend. However, there are some exemptions for specialist products such as Enterprise Investment Schemes and Venture Capital Trusts. Your adviser will let you know if the product recommended will not have rights under the Financial Ombudsman Service or the Financial Services Compensation Scheme.

In our dealing with you, we will be representing you as client.

You may have the right to ask to be categorised as a professional client. Please let us know if you would like us to consider categorising you as a professional client. You should be aware that, if you are categorised as a professional client you are given fewer protections under the regulatory system than you would have as a retail client. For example, you may not be eligible to complain to the Financial Ombudsman Service or bring a claim against the Financial Services Compensation Scheme if we are unable to meet our financial obligations.

If you have any questions regarding your categorisation (e.g. if you are a large company), please write to Quilter Financial Planning Ltd Compliance Department, Sunderland, SR43 4JR or use the contact details shown on the front of these Terms.

Best Execution

Where we recommend investments and funds for you, these will typically be bought via an investment platform that we also recommend for you. Once we have completed the advice process the investment will be made for you in a timely manner, and in accordance with our best execution policy. For example, most collective investments will be bought or sold at the next valuation point (typically midday) on the next business day after the instruction is received by the platform. We will provide you with a copy of our Best Execution policy upon request.

Paying for advised services

If your advice fees are paid out of the amount you pay to your product provider or platform administrator for investment, this will reduce the amount that is invested. The initial advice and ongoing advice service fees will be a percentage of contributions invested or percentage of the plan's value/funds under management as at the anniversary of the initial investment. As such, the cash amount will vary depending on the value of your investment at the time.

Product providers and platform administrators will detail the specific process they operate to facilitate an advice fee in their product documents.

If you choose instead to pay your fees directly to us, we will issue an invoice to you, which must be settled within 14 days. We reserve the right to charge interest on late payments at a rate of 3% above bank base rate.

Full details of the final advice will be provided in your Suitability Report. Details of any future service fees will be provided in the 'Advice Fee Authority Form at the back of your Initial Proposal' section of this document.

Other costs, including taxes, related to transactions may arise that are not paid via us or imposed by us. You can pay for our services by bank transfer or cheque as we never handle cash. There are no additional fees for our services for using a means of distance communication.

VAT

In most instances, our fees are exempt from VAT. However, if VAT is payable – for example, where a discretionary fund manager forms part of our recommendation, or where a fee is charged before application – we will tell you.

The advice fee for an ongoing service may also be exempt from VAT if the initial advice fee is exempt and the ongoing fee is agreed at the time of the initial advice. Ongoing fees in relation to Discretionary Fund Manager solutions are likely to be subject to VAT.

The fees set out in these terms do not include VAT unless states otherwise. If VAT does apply it will be charged on top of the stated fee. The law on which services are and are not subject to VAT may change in the future.

Unregulated mortgages

Not all mortgage loans and services are regulated by the FCA. Some of the advice and services we provide may relate to loans which are either unregulated or have limited consumer protection. For example, very few buy-to-let mortgages are regulated by the FCA. If a product is not regulated by the FCA, you may not be entitled to complain to the Financial Ombudsman Service about it or to claim from the Financial Services Compensation Scheme. We will tell you if a product we recommend is not regulated.

Client money

We do not handle client money. We never handle cash and will only accept a cheque made out to us in settlement of advice and service fees. Our preferred method of payment is bank transfer.

Your duty to disclose information

The financial advice and recommendations we provide are based on your personal financial circumstances and objectives that you disclose to us. We will confirm these and the reasons for any recommendation in our advice. It is important that the information you give us is accurate and a true reflection of your current circumstances, as that will form the basis of the advice and recommendations that we give.

You must provide complete and accurate information to product providers such as insurance, mortgage or investment companies. If you don't disclose relevant information or a change of circumstances, your policy, mortgage or investment product may be invalidated – for example, an insurance claim may not be paid. We strongly recommend that you thoroughly check the information you provide before you submit it.

Addressing financial crime

We are required to comply with laws and regulations designed to prevent money laundering and other financial crime. Our responsibilities include verifying the identity and address of our clients and anyone making payments on their behalf. If asked, you must supply proof of your address and/or identity.

Identity verification checks include electronic searches of the electoral register and the use of credit reference agencies, which will result in a soft footprint on your credit file. This footprint is not visible to other financial service providers and does not affect your credit rating in any way. Your acceptance of these Terms represents your permission for us to carry out these checks.

Changes to these Terms

We may change these Terms, including our fees and commission rates, from time to time in whole or in part. We can change these Terms:

- to reflect changes in the costs or charges that we incur or expect to incur in providing our services, including changes in the rates of tax or how it is applied
- to reflect current or future changes in law, FCA rules or market practice, or decisions of the Financial Ombudsman Service
- to meet regulatory requirements, industry guidance or best practice, or the requirements of any of the firms whose products or services we make available to you
- to allow us to introduce new systems, products or services or to reflect changes in the way we deliver our services to you
- to reflect how our services are used and ensure the costs of our services are allocated fairly
- to make these Terms easier to understand, fairer or to correct errors.

We will give you at least 30 days' notice of any change to these Terms that may be detrimental to you, unless we are required to make the change sooner.

These Terms are based on our understanding of the law and regulations when the Terms were written. If there is a change to the law or regulations, or how they are interpreted, we will not be liable for any loss that may result.

Conflicts of interest

To ensure client interests are always put first, we operate a robust conflicts of interest policy. The policy covers any financial incentive arrangements that we may enter into with connected businesses or third parties. Where potential conflicts of interest arise, these will be actively managed, and we have arrangements in place to ensure good outcomes for our clients.

Language

Unless agreed by us, all communication will be completed in English. We will communicate in a manner that is convenient to you; this could include face-to-face meetings, post, e-mail and by telephone using the contact details shown on the front of these Terms.

Loans and ownership

Brighthelm Financial Ltd does not have any parent companies.

As part of our commercial arrangements with our principal, we utilise financial support from Quilter Financial Planning Limited for business purposes. Risk management processes are in place to help ensure that these arrangements do not impair our ability to act in the best interests of our customers.

The law we operate under

These Terms are governed by and construed in accordance with the laws of England and Wales. In relation to any dispute, if you live in England, you and we agree to submit to the exclusive jurisdiction of the courts of England. If you live in Scotland or Northern Ireland, you and we agree to submit to the exclusive jurisdiction of the courts of Scotland or Northern Ireland respectively.

All advice will be conducted in the UK. We do not have permission to give advice when either you or your adviser is located outside the UK.

Supporting your needs

All customers can potentially face difficulties. However, these difficulties can be made worse for customers with additional needs. These needs might relate to health, life events or communication issues.

Quilter offers various services for people with additional needs. You can find more information at www.quilter.com/help-and-support/supporting-customers-with-additional-needs. If you can't find what you're looking for, please get in touch and we'll do our very best to help you.

A paper copy of this document is available on request.

If you would like this document or any other document in an alternative format e.g. Braille, Clear and Large Print or Audio documents (Cassette, CD, MP3 or Wav) or in other languages, please let us know.

BrightHelm financial

Confirmation of Services

By signing this document, you are agreeing to our terms stated within and understand how we charge for our services. Where there is a new fee, the specific fee will be detailed in the Advice Fee Authority Form and your Initial Proposal.

Date this document was issued to you	Date
Client Name	Client Name
Signature	Signature
Date	Date

Message from the Financial Conduct Authority

Think carefully about this information before deciding whether you want to go ahead. If you are at all unsure about which equity release product is right for you, you should ask your adviser to make a recommendation.