First Choice Wealth Management
160 High Street, Stevenage, SG1 3LL
Telephone: 01438 583 543
Email: info@firstchoicewealth.co.uk
Web: www.firstchoicewealth.co.uk

TERMS AND CONDITIONS

I. Authorisation Statement

First Choice Wealth Management (FCW) is a trading name of Asquire Wealth Management Limited (AWM), which is authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768. Our FCA Number is: 671841.

II. 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 (FOS).

III. Our Service

Any advice or recommendation that we offer 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. FCW may provide but not limited to provide the following services:

- **Pension Services:**
  FCW can provide advice on Pension schemes where FCW will select the most appropriate provider based on your financial objectives from a limited number of providers that FCW may have access to.

- **Investments:**
  FCW provides advice relating to ISAs, Investments Bonds, and other tax efficient investment wrappers from a limited number of providers. FCW provides investment portfolio analysis and may from time to time provide advice on individual investments or funds that may be beneficial to you based on your financial objectives.

  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 and products where The Financial Services Compensation Scheme would not apply. For clarity it should be noted that whilst we may advise, we do not recommend products that are not regulated by the FCA. Our service in this instance is in assisting you in making sure you are making the correct decisions when it comes to unregulated products.

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

- **Discretionary investment management services**
  Where we suggest using an external investment manager to select and manage a portfolio of funds, ETFs and shares within your investment account, pension, ISA, or investment bond, we offer this from a limited number of providers.

- **In relation to Model Portfolio Services**
  We offer a restricted advice service limited to discretionary managed portfolio services provided by Quorum Capital Limited. Quorum are Discretionary Fund Managers, authorised and regulated by the FCA, registration 601037. We will, however, only make a recommendation when we know it is suitable for you. In cases or products where we are restricted in our advice, we will inform you before making any recommendation.

- **Non-investment Insurance:**
  We offer non-investment protection products e.g., term assurance, income protection and critical illness from a range of insurers. Form Insurance products we are restricted to a small panel of providers. Details of our insurance panel can be found in your Recommendation Report for this type of product.

- **Limited Advice**
  You may request advice on specific areas of your financial planning, in which case we will gather only the information relevant to that topic. Please note that any advice provided will be based solely on the information you supply.

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 Recommendation Report that 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).

- **Ongoing Service Plan**
  Our Ongoing Service Plan provides year-round financial planning oversight. Depending on the service level that you are at, this may include an Annual Review of your circumstances, objectives, risk profile, investment suitability and portfolio performance. The service also covers the implementation of investment adjustments, asset allocation analysis, pension and ISA administration, income-drawdown reviews, and general tax guidance. Access to your Adviser may be available for consultations by telephone, virtual meeting, or in person where requested, depending on the service level. In addition, the service may include administrative support, valuations, withdrawal arrangements. The specific services included within each Service Level are set out in below sections. All services included within your Service Level are covered by the annual fee and would otherwise be chargeable on an ad hoc basis.

IV. Our Fees:

We will always confirm the exact cost of our services before you decide to proceed.

Fees may be paid directly by invoice or, where applicable, via an adviser charge deducted from your investment or pension by the product provider.

We do not receive commission from investment or pension providers or platforms for any products we arrange.

For insurance, we may receive commission from the insurer, and for mortgages we may receive a procurement fee from the lender. Unless we agree otherwise with you, we will retain this commission for arranging your insurance or mortgage products.

V. Ongoing Service Plan Fees

Our Administration Only Service is no longer available to new clients but remains available to certain existing clients. The service includes annual valuation statement, unlimited telephone assistance, intermediary service between you and product providers, and ongoing access to our advisors, who can assist you with retirement planning, investments, inheritance tax planning, mortgages, and protection. We charge an annual fee of £360 for our Administration Only Service.

We charge an annual percentage-based fee for our Ongoing Service Plan, as shown in the table below. Because this fee is calculated as a percentage of your investment, the amount you pay will vary with the value of your portfolio, increasing or decreasing accordingly.

Service Charges			
% Based on Assets under Advice	**Service Level 1 Min £500**	**Service Level 2 Min £1500**	**Service Level 3 Min £3,250**
Account < £200,000	**0.75%**		
£200,000 - £500,000		**0.75%**	
£500,000 - £1,000,000			**0.65%**
£1,000,000 +			**0.50%**

Below is a list of services available to you depending on your service level under the Ongoing Service Plan and the services are to be provided as part of the annual review and/or on request. Apart from the Ongoing Services Plan, these services are also available on request to all clients and chargeable separately as per below. If a service is marked as included for your service level, no separate charge applies unless otherwise stated. If it is not included, the charge shown in the table as “Charge Outside of Plan” below may apply.

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Service	Covered in Ongoing Service Plan			Charge Outside of Plan
	Service Level 1	Service Level 2	Service Level 3	
Review of Current Circumstances and Investment Suitability*	✓	✓	✓	**Included within applicable service level**
Implementation of Investment Adjustment*	-	✓	✓	**£300**
Annual Risk Profile Analysis*	✓	✓	✓	**£250**
Capacity of Loss analysis**	-	✓	✓	**£300**
Objectives Review*	✓	✓	✓	**£250**
Annual Valuation / Performance Report*	✓	✓	✓	**£750**
Where applicable - Increasing / amending Regular Contributions*	✓	✓	✓	**£100**
Annual Bed & ISA Administration (Existing Allocation Adjustment)*	✓	✓	✓	**£100**
Asset Allocation Analysis*	✓	✓	✓	**£300**
Where applicable - Pension Income Drawdown Variation & Projections*	✓	✓	✓	**£550**
Where applicable - Annual Bed & ISA Administration (New Asset Allocation Adjustment)*	✓	✓	✓	**£450**
Telephone / Virtual / Face-To-Face meeting with your Adviser to discuss your Annual Review*	✓	✓	✓	**Included within applicable service level**
Ongoing access to our support team via telephone / email	✓	✓	✓	**Included within applicable service level**
Additional Telephone / Virtual / Face-To-Face meeting with your Adviser	-	✓ (up to 2 hours)	✓ (Unlimited[(1)])	**£200 per Hour**
Projections (Accumulation)	-	✓	✓	**£500**
Projections (Decumulation)	-	✓	✓	**£500**
Arranging regular withdrawals	-	✓	✓	**£100**
Ad-hoc Valuation	-	-	✓	**£150**
Additional lumpsum top-up (covered under existing advice)	✓	✓	✓	**No separate charge**
Estate planning	-	-	✓	**See One-off Fees section**
Retirement Cashflow forecast	-	-	✓	**£500**
Annual pension allowance calculations	-	-	✓	**See One-off Fees section**
Liaising with 3rd party professionals where multiple advisers are involved, such as legal counsel and tax advisers/ accountants.	-	-	✓	**See One-off Fees section**
New Pension Setup (Regular Contribution Only/Lump Sum Not Applicable)	-	-	✓	**£750 (includes regular contribution setup)**
New ISA/GIA Setup (Regular Contribution/Lump Sum Not Applicable)	-	-	✓	**£500 (includes regular contribution setup)**
Switching Report	-	-	✓ (At discounted rate[(2)])	**See One-off Fees section**
Annual tax planning/ Review Tax Charges / Update Tax Charges	-	-	✓	**See One-off Fees section**
Crystallisation Report	-	-	✓ (At discounted rate[(2)])	**See One-off Fees section**

*These services are normally delivered as part of the annual review.

** As part of the Ongoing Service Plan, Capacity of Loss analysis will normally be updated at three-year intervals, unless there is any material change in personal circumstances or further advice is required before the next scheduled review.

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UNLIMITED & FAIR USAGE POLICY

(1) Unlimited is subject to our reasonable fair usage policy. All services included within your agreed service proposition are provided subject to fair use, which means they should be used in good faith and for genuine financial planning purposes. Where usage is materially disproportionate to that reasonably expected, we reserve the right to discuss this with you and, where necessary, agree an amended service arrangement.

(2) Discounted rate: Our pricing whilst discounted from standard rates will take into account the scope and complexity of the work involved.

We reserve the right to charge an additional fee for added work, but we will notify you in advance of any changes.

Should the value of your investments increase/decrease, thereby changing the level of services your account falls into, the change to charges will be discussed and applied at the next annual review meeting.

- **Other benefits we may receive**
  Some of the firms whose products we recommend, provide us with access to training and software which allow us to offer you a better service

- **Service Continuation and Termination**
  We expect clients to remain engaged for the effective provision of our services. If we are unable to contact you or receive necessary instructions from you over an extended period, we will take reasonable steps to re-establish contact with you. If we are still unable to contact you then we will have to introduce a withdrawal of our services on an annual basis that will result in a limitation, suspension, and finally, if we cannot contact you for three years, termination of those services. Any account you had open or opened during the provision of our services will remain open unless otherwise agreed. We will provide written notice before any suspension or termination of services takes place.

- **Termination of our services (On-going Advice)**

  Either party may terminate the service agreement at any time by giving one month's written notice to the other party. Your notice should be delivered to Asquire Wealth Management, Rosedale Studios, Rosedale Road, Richmond, TW9 2SX.

  We may also terminate this Agreement immediately, or on shorter notice, where required by law or regulation, or where we are unable to continue providing our services in accordance with our legal, regulatory and compliance obligations. Where reasonably practicable, we will provide written notice of termination and explain the reasons for our decision. We will take reasonable steps to ensure an orderly withdrawal of our services and make you aware of any actions you may need to take in relation to your investments, pensions, insurance policies or other arrangements.

  Where you hold assets within an investment product or online platform, separate terms and conditions may apply. You may need to instruct the relevant provider directly or appoint another adviser to provide ongoing advice and servicing.

  Termination of this Agreement will not affect any rights or obligations that have arisen before the date of termination.

- **Accounting to You**
  We will arrange for all your investments or contracts to be registered in your name unless you instruct us otherwise in writing. You have the right to request copies of contract notes and relevant entries in our records for transactions carried out on your behalf. When responding to such requests, we reserve the right to provide copies rather than access to the original documents.

  We will send you all documents confirming ownership of your investments as soon as reasonably possible after we receive them. If a series of related transactions generates multiple documents, we will normally hold these until the series is complete before forwarding them to you.

- **Payment**
  It is our policy to arrange for the Implementation Fee on regular premium investment to be deducted from the total amount collected by the product provider. We will agree this amount and ask you to confirm this, in our Client Agreement. Alternatively, we may ask for a separate cheque, payable to our firm, dependent on the premium value considered.

VI. PRE-AGREED FIXED PRICE WORK

Where you are not on an Ongoing Service Plan, or where the service required is not included within your plan, a one-off fee will be applied to cover the work involved as detailed below.

INITIAL DISCUSSIONS, FINANCIAL PLANNING MEETINGS & PROPOSALS

Our initial conversations — including a more detailed financial planning meeting — are designed to help you understand the value we can provide and the specific work involved in creating your financial plan. There is no charge for these meetings, as we believe you should have a complete and detailed proposal before deciding whether to proceed.

If you choose to move forward, we charge a fixed fee to finalise your plan, prepare your recommendation report, and implement the agreed actions, followed by an annual fee for ongoing advice and service. The fees you pay will depend on the level of service you require. We structure them in stages to give you flexibility and ensure you only continue when you're comfortable to do so.

RESEARCH & RECOMMENDATIONS

We charge an hourly fee for the research, analysis, preparation, and presentation of our recommendations. At this stage, there is no obligation for you to proceed with implementing those recommendations and we will agree on the next steps based on what is most appropriate for you.

If you choose to proceed with our recommendations, this fee can typically be paid during the implementation stage from your financial product, where applicable.

ONE-OFF FEES

Any one-off fees are based on the number of hours we spend on:

- Information Gathering
- Analysis
- Reviewing Information and Directing Advice
- Drafting Recommendation Report
- Finalising Recommendation Report
- Advice Presentation in Person Meeting (including travel)
- Implementation and product setup

Although the exact costs will depend on the services you require, the table below provides a guide to our fees for advising on and arranging investments, pensions, and annuities on your behalf.

For lump sum investments we charge: %	£
3% of the amount invested up to £100,000 with a minimum of £500 2% of the amount invested over £100,000	For example (in cash terms) this equates to: £50,000 invested has a charge of £1,500. £150,000 invested has a charge of £3,000.
For regular investments we charge a maximum of 25% of the first year's annual premium (For example. A £100 per month pension has a maximum initial fee of £300).	
The actual fee charged could be lower/higher than this depending on the complexity of the case and we will agree the actual amount before any investment is made.	

Hourly Charges:

Alternatively, you may choose to pay us on an hourly basis. The fee will depend on the level of staff involved, and we will confirm the expected costs in advance in a terms of engagement letter.

Staff Level	Hourly Rate
Financial Adviser	£350.00
Paraplanner	£150.00
Administrator	£100.00

Example:
Transfer of a £150,000 single investment policy to an alternative arrangement:

Nature of Work	Completed by	Hours	Cost
Client information gathering and fact find	Financial Adviser	1	£350
Information Gathering from product providers	Paraplanner	2	£300
Analysis	Paraplanner	3	£450
Reviewing Information, follow on discussions with client and Directing Advice	Financial Adviser	1.5	£525
Drafting Recommendation Report	Paraplanner	4	£600
Finalising Recommendation Report	Financial Adviser	1.5	£525
Advice Presentation in Person Meeting (including travel)	Financial Adviser	2	£700
Implementation and Product Setup	Administrator	1	£100
			£3,550

More complex arrangements, such as those that involve multiple policies, will require more hours of work and will therefore result in a greater cost.

VII. Other Fees and Commissions

- **Indemnity Commission**
  If a non-investment insurance policy is cancelled and the provider requires us to repay the commission they originally paid, we reserve the right to charge you a reasonable fee to cover this cost.

  The amount and duration of any commission repayment vary by product and provider, and in some cases may be up to 100% of the commission for a period of up to 48 months. Where relevant, we will confirm the exact amounts and timeframes in your Recommendation Report. This clause does not affect your statutory rights or your right to cancel within the cooling-off period

- **Regular premium investment**
  In some circumstances, we may agree a fee that applies to all regular premiums. However, it is always our policy to provide you with a separate quotation for any work involving regular-premium investments (excluding phased investments).

VIII. Disclosure of charges and fees

All charges and 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 recommendation we make will be confirmed in your Recommendation Report or relevant product disclosure information that is provided to you.

IX. Conflicts of Interest

Please note that AWM and Quorum Capital Limited (Quorum) are both wholly owned by AWI Services Ltd (AWI) and one of AWM's Directors also serves as a Director of Quorum . For clients requiring discretionary model portfolio services, AWM is restricted to using portfolios managed by Quorum. As a result, AWI may benefit financially if you use Quorum's services. Any recommendation AWM provides will be fully supported by a documented benefit-and-cost analysis, which will be clearly presented to you before any business is transacted.

X. Data Protection and Privacy Policy

a. The purpose of this Notice

As part of our arrangement with you, FCW ("we","us", or "our") has certain obligations under the Data (Use and Access) Act 2025 ("DUAA"), the UK General Data Protection Regulation ("UK GDPR") and the Data Protection Act 2018 ("DPA 2018"). Throughout this Privacy Notice, these are collectively referred to as the "Data Protection Legislation". This Privacy Notice explains how we collect, use, store, share and protect your personal data, the lawful basis on which we process it, and the rights available to you under the Data Protection Legislation.

b. What type of personal data will be processed?

We collect and process personal data about you to provide financial advice, administration and ongoing services. "**Processing**" is defined under the Data Protection Legislation and includes obtaining, recording, storing, using, sharing and deleting personal information.
"**Personal data**" means any information that identifies, or can identify, you either directly or indirectly. This may include, but is not limited to:

- Name, title, date of birth, gender, nationality and marital or civil partnership status.
- Home and correspondence addresses, telephone numbers, email addresses and other contact details.
- Identity verification information, including copies of passports, driving licences, proof of address and other documents required to verify your identity and comply with anti-money laundering legislation.
- Employment details, occupation, employer information, remuneration and other income information.
- Financial information including bank account details, tax information, assets, liabilities, existing financial products, pensions, investments, insurance arrangements, income and expenditure.
- Information relating to your financial objectives, attitude to risk, investment knowledge and experience, and other information necessary for us to provide suitable advice.
- Communications between you and us, including correspondence, meeting notes, telephone conversations, emails and other electronic communications.

Where we provide advice involving children, for example in relation to Junior ISAs, Junior SIPPs, trusts, protection arrangements or other family financial planning, we may also process personal data relating to children for whom you have parental responsibility or legal authority. Where this includes Special Category Data, we will only process that information where, permitted by law and, where required, with the appropriate consent.

We may also receive personal data from third parties where necessary to provide our services or comply with our legal and regulatory obligations. These may include product providers, insurers, lenders, employers, professional advisers, introducers, credit reference or fraud prevention agencies, regulatory bodies, government agencies and publicly available sources.

Depending on the products and services you require, we may also process **"Special Category Data**" as defined under Data Protection Legislation. This may include information relating to:

- Your physical or mental health or medical condition.
- Racial or ethnic origin.
- Religious or philosophical beliefs.
- Political opinions.
- Trade union membership (where relevant).
- Sexual preferences.
- Genetic or biometric information where required for identity verification.
- Criminal convictions or offences where required for insurance, anti-money laundering or other legal or regulatory purposes.

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There are additional legal protections relating to criminal offence data. The arrangement of certain insurance products may require you to disclosure information relating to historic or current criminal convictions or offences. This information will only be processed where permitted by law and where it is necessary for underwriting, claims handling and fraud prevention or other legitimate regulatory purposes.

We will process Special Category Data and Criminal Offence Data in accordance with the Data Protection Legislation and will only do so where there is a lawful basis for processing such information. Where explicit consent is required, we will obtain this before processing such data.

You are not obliged to provide your personal or Special Category Data. However, if you choose not to provide information that is necessary for us to fulfil our legal or regulatory obligations or to provide our services, we may be unable to offer advice, arrange products or continue to act on your behalf.
If you visit our website, we may also collect limited technical information necessary for the operation, security and performance of the website. Details of how this information is collected and used are set out in our separate Cookie Policy.

c. How will my personal data be collected and used?

We collect personal data from you to the extent necessary to provide advice, administrative and management services and, where applicable to carry out related marketing activities, subject to your marketing preferences and the Data Protection Legislation. Personal data may be collected through documents you complete, meetings, telephone conversations, or other communications with you.
We collect personal data only where it is necessary to provide our services, comply with our legal and regulatory obligations, protect our legitimate business interests, or where you have given your consent.

Most personal data will be collected directly from you through meetings, telephone conversations, video calls, emails, online forms, fact-find questionnaires, application forms, our website, and other communications during the course of our relationship.

Where appropriate, we may also obtain personal data from third parties where you have authorised us to do so or where we are permitted or required by law. This may include product providers, insurers, lenders, employers, professional advisers, introducers, credit reference agencies, fraud prevention agencies, regulatory bodies, government agencies and publicly available sources.

To comply with anti-money laundering legislation and other regulatory requirements, we may carry out electronic identity verification checks using approved third-party providers. These checks help us verify your identity, prevent fraud and meet our legal obligations. Further information regarding these checks is available on request.

We will only collect and use your personal data where there is a lawful basis for doing so and will process it fairly, lawfully and transparently in accordance with the Data Protection Legislation.

d. Lawful basis for processing your personal data:

We will only process your personal data where we have a lawful basis for doing so in accordance with the Data Protection Legislation.
Depending on the circumstances, we may process your personal data for one or more of the following reasons:

- **To perform our contract with you**, including providing financial advice, arranging financial products, administering your policies and investments, and providing ongoing servicing where applicable.
- **To comply with our legal and regulatory obligations**, including obligations relating to anti-money laundering, fraud prevention, taxation, regulatory reporting, complaints handling, record keeping and requirements imposed by the Financial Conduct Authority (FCA) and other regulatory bodies.
- **For our legitimate business interests**, provided these interests do not override your rights and freedoms. This includes business administration, internal audit, compliance monitoring, quality assurance, staff training, risk management, information security, business planning, and defending or pursuing legal claims.
- **Where you have given your consent**, for example when processing certain Special Category Data, or where you have chosen to receive marketing communications from us where consent is required.
- **To protect your vital interests or those of another individual**, where this is necessary in exceptional circumstances.

This list is not exhaustive and may be updated where our business activities, legal obligations or regulatory requirements change. Your personal data may be held securely in paper files, electronic systems and secure cloud-based services, with access restricted to authorised personnel who require the information to perform their duties.

e. For how long will we keep your personal data?

We will retain your personal data only for as long as is necessary to fulfil the purposes for which it was collected, including satisfying our legal, regulatory, accounting and business requirements.
As a general rule, we will retain client records for a minimum of six years following the end of our business relationship or the completion of the relevant transaction. However, certain records may need to be retained for longer where required by law, regulation, the Financial Conduct Authority (FCA), HM Revenue & Customs (HMRC), anti-money laundering legislation, or where it is necessary to establish, exercise or defend legal claims.

When determining the appropriate retention period, we take into account:

- The nature and sensitivity of the personal data.
- The purposes for which it was collected.
- Our legal and regulatory obligations.
- Any ongoing or potential legal, regulatory or contractual requirements.

Once your personal data is no longer required, it will be securely deleted, destroyed or anonymised using appropriate technical and organisational measures.

f. Who might my personal data be shared with?

We will only share your personal data where it is necessary to provide our services, comply with our legal or regulatory obligations, protect our legitimate business interests, or where you have authorised us to do so.
Your personal data may be shared with:

- Employees, directors and authorised representatives within our organisation who require access to your information in order to carry out their duties.
- Product providers, insurers, pension providers, investment platforms, discretionary investment managers and lenders where necessary to arrange, administer or service your financial products.
- Professional advisers and service providers, including compliance consultants, auditors, legal advisers, accountants, information technology providers, document management providers and other organisations that support our business operations.
- Identity verification, fraud prevention and anti-money laundering service providers where required to comply with legal and regulatory obligations.
- Credit reference agencies where relevant to the services being provided.
- The Financial Conduct Authority (FCA), HM Revenue & Customs (HMRC), the Information Commissioner's Office (ICO), law enforcement agencies, courts, regulators or other public authorities where disclosure is required or permitted by law.
- Any other organisation where you have provided your authority or where we are legally permitted or required to do so.

All third parties who process personal data on our behalf are required to keep your information secure, process it only in accordance with our instructions and comply with the Data Protection Legislation.

We do not sell, rent or otherwise make your personal data available to third parties for their own marketing purposes.

Where we provide services to individuals who are part of a couple or family group, we treat each individual's personal data separately and confidentially. We will not disclose one person's personal information to another family member, spouse or partner without a lawful basis or your authority, except where required by law.

g. Cloud-based data storage

We may store and process your personal data using secure electronic systems, including cloud-based services, to help us provide our services efficiently and securely. We take appropriate technical and organisational measures to protect your personal data against unauthorised access, loss, misuse, alteration or disclosure.

Where our service providers store or process personal data outside the United Kingdom or the European Economic Area (EEA), we will only permit this where appropriate safeguards are in place, and the transfer complies with the Data Protection Legislation. These safeguards may include:

- An adequacy decision issued by the UK Government.
- The UK International Data Transfer Agreement (IDTA) or other approved standard contractual clauses.
- Any other lawful transfer mechanism recognised under the Data Protection Legislation.

We will ensure that any organisation processing personal data on our behalf provides an appropriate level of protection for your information and complies with applicable data protection laws.

h. Marketing Communications

From time to time, we may contact you with information about products, services, events, newsletters and other information that we believe may be of interest to you.

We will only send marketing communications where we have a lawful basis to do so and where permitted by the Data Protection Legislation and the Privacy and Electronic Communications Regulations (PECR).

Marketing communications may be sent by post, telephone, email or other electronic means where permitted by law.

If you no longer wish to receive marketing communications from us, you may unsubscribe at any time by using the unsubscribe link included in our marketing emails or by contacting your adviser by telephone, email or in writing. We will update your marketing preferences promptly.

Choosing not to receive marketing communications will not affect our ability to contact you regarding the services we provide, your existing products or policies, annual reviews, regulatory information, or other important administrative communications.

We do not sell or disclose your personal data to third parties for their own direct marketing purposes.

i. Your rights

Under the Data Protection Legislation, you have a number of rights in relation to your personal data, including:

- **The right to be informed** about how we collect, use and process your personal data.
- **The right of access**, allowing you to request a copy of the personal data we hold about you.
- **The right to rectification**, enabling you to request that inaccurate or incomplete personal data is corrected.
- **The right to erasure** ("the right to be forgotten") in certain circumstances where we no longer have a lawful basis to retain your personal data.
- **The right to restrict processing** in certain circumstances.
- **The right to data portability**, allowing you to request that certain personal data is provided to you or transferred to another organisation in a commonly used electronic format.
- **The right to object** to processing where we rely on legitimate interests or where we process your personal data for direct marketing purposes.
- **Rights relating to automated decision-making and profiling**, where applicable.

Where we rely on your consent to process personal data, you have the right to withdraw that consent at any time. This will not affect the lawfulness of any processing carried out before your consent was withdrawn.

We will respond to requests relating to your personal data within the timescales required by the Data Protection Legislation. In some circumstances, legal or regulatory obligations may prevent us from complying fully with your request, for example where we are required to retain records to comply with financial services regulation, anti-money laundering legislation or to establish, exercise or defend legal claims. Where this applies, we will explain the reasons to you.

j. Contacting us and your right to complain

If you have any questions about this Privacy Notice, wish to exercise any of your rights, update your personal information, withdraw your consent (where applicable), or raise a concern about how we process your personal data, please contact us using the details below:

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We will respond to your request as soon as reasonably practicable and within the timescales required by the Data Protection Legislation. If we are unable to comply with your request, we will explain the reasons for our decision.
If you are dissatisfied with the way we have handled your personal data, you have the right to lodge a complaint with the Information Commissioner's Office (ICO), the UK's independent supervisory authority for data protection.
Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Website: https://ico.org.uk/global/contact-us/

k. Compensation Arrangements

You may be protected by the Financial Services Compensation Scheme (FSCS). If the relevant organisation is unable to meet its obligations, you could be entitled to compensation. The level of protection depends on the type of business involved and the specific circumstances of your claim.

Most types of investment business are covered for up to £85,000, per person, per investment provider. Most types of pension with a provider are covered for 100% with no upper limit, however for a SIPP operator or in relation to pension advice, this is limited to £85,000 (per eligible person, per firm). Insurance advising and arranging is covered for 90% to 100% of the claim with no upper limit. Further information about compensation scheme arrangements is available from the FSCS; please see the FSCS website at www.fscs.org.uk.

XI. Call Recording and Communications

To ensure we meet our regulatory obligations and maintain the highest standards of service, we may record and monitor telephone conversations and other forms of electronic communications (including video calls, emails, and instant messages) with you. These recordings may be used for the purposes of:

- Meeting regulatory and legal requirements (e.g. FCA rules),
- Monitoring and improving our services,
- Record-keeping, and
- Providing evidence in the event of a dispute.

By agreeing to these Terms and Conditions, you acknowledge and consent to such recordings and understand that they may be retained for up to **five (5) years**, or longer if required by applicable laws or regulations.
If you have any questions about our communications policy, please contact us.

XII. Your Responsibility

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives. We will only carry out a full review of your financial circumstances if advising on investments. This will require us to conduct analysis to determine your risk and investment objectives for the capital to be invested. For this we will rely on the accuracy and completeness of the information that you provide to us as part of our fact find process. It is important to understand that if inaccurate or incomplete information is provided, then our advice may be different than if you had provided us with accurate and complete information.

XIII. Instructions

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

XIV. Client Money

FCW is not permitted to handle cash 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.

XV. VAT

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

XVI. Our Ethical Policy

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

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

XVII. Risk Warnings

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 or investment strategies that we recommend will be confirmed in your Recommendation Report.

Under the terms of this agreement, we may if appropriate advise you on investments that 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.

For insurance products, your insurance policy may lapse if you do not keep up to date with regular premium payments and you may not be covered if a claim is made. Please be aware that FCW is not a specialist tax advisor Any advice, recommendation or information given regarding taxation would be based on current taxation guidelines and regulations which are subject to change. As such, we cannot be held liable if said guidelines and regulations change and render any advice, recommendation or information given of no use. We would recommend that you speak to a qualified accountant before making any changes that may impact your tax status or liability.

XVIII. Material Interest

We will act honestly, fairly and professionally, known as conducting business in 'the Client's best interest' regulations. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interest, 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.

XIX. Cancellation Rights

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 30-day cancellation period for a life, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies. For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

XX. Order Execution Policy

FCA rules require us to give you these details on our Best Execution Policy and we shall consider that you have consented to this Policy unless you object. We will notify you of any material changes to our order execution arrangements or execution policy.

If you provide us with specific instructions regarding an order we will act in accordance with these instructions. Please note this may prevent us from taking the steps set out in this Policy to obtain the best possible result in respect of the elements covered by those instructions.

Our Policy

The general rule is that we must take all reasonable steps to obtain, when executing orders, the best possible result for clients. In order of priority we consider price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of an order when placing an order. We will only override the price and cost factors mentioned if this is likely to be in your interests. In practice this means that we will place agreed orders with the agreed provider as soon as possible.

In addition, we will also take into consideration;

- Your client categorisation and how this affects you
- The nature and characteristics of your transaction
- Where your transaction can be directed and
- Any specific instructions you give us, whether received on an individual basis or as a general instruction to be applied all your transactions

It must be taken into account, that the speed with which an order is completed, whether that be an individual trade, an in-specie transfer, or a pension switch transfer, will be dependent upon the instrument being traded. Certain instruments may prove to be less liquid than others, and more difficult to transfer. This is of particular relevance during in specie transfers and pension switch transfers, and it must be understood that although FCW will endeavour to have transactions completed as soon as is possible by the necessary providers, any delays that may occur during such processes would not be down to any action or inaction by FCW, and therefore FCW would not be liable for any potential loss of profit that may occur due to funds being held in cash or between platforms for an extended period of time.

Where we place your business

The specific providers will always be described in our letters and Recommendation Report to you. When you complete your application, or we receive your instruction to invest this will be considered as express consent to undertake the order.

Orders will be placed with:

- Fund managers, Insurers, WRAP providers and other product providers including firms regulated by the Financial Conduct Authority or other relevant regulatory bodies.
- For transactions outside of a regulated market, such as specialist unregulated investments, we will endeavour to use companies who have proved reliable in the past.

XXI. Anti Money Laundering

We may be required 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.