

TERMS OF BUSINESS

Essentially Financial Ltd

Bishops Walk House, 19-23 High Street, Pinner, Middlesex HA5 5PJ is an Appointed Representative of Caerus Financial Ltd who are authorised and regulated in the UK by the Financial Conduct Authority

- This document sets out the Terms of Business between our firm as an Appointed Representative of Caerus Financial Ltd and our clients
- This Terms of Business will apply until further notice and must be read in conjunction with and in addition to the 'Guide to Our Services' issued by Caerus Financial Ltd. In case of any ambiguity between the documents, this Terms of Business will take precedent.
- Either we or you can end these terms at any time, without penalty and this will not affect any outstanding transactions being carried out on your behalf

Confirmation Of Our Advice Areas

Investment	
<input checked="" type="checkbox"/>	Advice - We will advise and make recommendations for you after we have assessed your needs.
<input type="checkbox"/>	No advice - You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
Insurance	
<input checked="" type="checkbox"/>	We will advise and make recommendations once we have assessed your needs for Term Assurance, Critical Illness Cover, Whole of Life, Income Protection Insurance, Accident Sickness & Unemployment and Private Medical Insurance.
<input type="checkbox"/>	You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

Confirmation Of Whose Products We Offer

Investment	
<input checked="" type="checkbox"/>	Independent advice - Our recommendations will be based on a comprehensive and fair analysis of the market and include a sufficient range of financial instruments, structured deposits and other retail investment products.
<input type="checkbox"/>	Restricted advice - Our recommendations will be limited to suitable investment and pension products from a panel of leading investment companies. We will be happy to provide you with a list of the companies on the panel at your request.
Insurance - Where advice is given on the basis of a fair and personal analysis of the market	
<input checked="" type="checkbox"/>	We offer Term Assurance, Critical Illness Cover, Whole of Life, Income Protection Insurance, Accident Sickness & Unemployment and Private Medical Insurance products from a range of insurers.
<input type="checkbox"/>	We offer Private Medical Insurance products from a range of insurers.
<input type="checkbox"/>	We offer Life, Critical Illness, Income Protection and Whole of Life and General Insurance products from a panel of leading insurers. Ask us for a list of insurers we offer insurance from.

What You Will Pay For Our Services

Investment	
<input checked="" type="checkbox"/>	Standard fees - Where you wish to take advantage of our full advice process and/or our ongoing service options. These are shown by way of implementation and ongoing service fees and it is likely that no VAT is due on these fees.
<input checked="" type="checkbox"/>	Ad hoc fees - Where you do not wish to subscribe to an ongoing service or where you want specific advice or project work. It is possible that VAT may be due on these fees.
Insurance	
<input checked="" type="checkbox"/>	A fee depending on the circumstances where we will agree with you first and confirm before we proceed.
<input checked="" type="checkbox"/>	No fee for Term Assurance, Critical Illness Cover, Whole of Life, Income Protection Insurance, Accident Sickness & Unemployment 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 personalised illustration where this will tell you about any other fees relating to any particular insurance policy we are recommending.	

Our Services And Remuneration

Outline And Options

We offer you an initial meeting to understand in broad terms your needs and objectives and to agree with you that our services are right for you going forward. This meeting usually lasts for around one hour and the cost of which is met by our firm.

Thereafter, we offer either our Advice and Ongoing Review service or a Transactional Advice service and we will agree which is most appropriate for your needs.

With the Advice and Ongoing Review service, we offer a detailed and comprehensive package including the offer of an annual face to face review meeting or by any other medium as you prefer along with an annual policy statement showing the value of any investments we have arranged for you or come under our management. Your investments held under our influence will also be re-balanced regularly to maintain your attitude to investment risk. We will also work with you to assess how on track your financial plans are and make recommendations and amendments as needs be.

With the Transactional Advice service, your investments will not be kept under review and we will not provide any ongoing advice.

We charge for our advice and services by way of a fee which may be by an hourly rate, a fixed amount, a percentage base being deducted from the investment contribution and/or premiums prior to the investment being made, an ongoing fee or a combination of.

Prior to commencing any aspect of work, we will explain and agree with you the services you would like us to deliver and how you will pay for these.

We will always confirm both verbally and in writing to you the cost of our advice and services along with how and when you will be asked to pay for these. We will ask for your consent to the cost of our advice and services in conjunction with the payment method by asking you to confirm within our Authority To Proceed.

We cannot and will not charge you a fee for work completed without your prior agreement.

You should be clear about the services you require and how you will pay for these before we proceed with any work that may incur a charge. We will not exceed a specified budget limit without first consulting with you and receiving your commitment to proceed further.

Generally, we will levy the charge for our services at the end of a given advice process but we may agree with you payments on account before commencement and/or in stages.

Please note that if you subsequently choose to cancel an account, contract or policy where we have agreed the fees to be levied within and/or you cancel the same within the statutory cooling off period, we will apply the charges as advised.

It is likely that the vast majority of our work will be VAT exempt. However, some ongoing service fees may be liable for VAT depending on the nature of the service we agree with you. If this is the case you may be required to pay the VAT rate applicable at the time which based on our understanding of the rules, may have to be applied retrospectively.

We will inform you if VAT is payable on any element of the services offered. Please note where VAT is payable, we are required to pass this on to Her Majesty's Revenue and Customs (HMRC).

Advice & Ongoing Review Service

Stage 1	Initial Consultation Meeting	<ul style="list-style-type: none"> • A full explanation of our company, how we work and the services that we offer • We explore with you in broad terms your needs and objectives and agree with you whether our services are right for you going forward • Discussion to ensure that you fully understand the offering and what you can expect from us
Stage 2	Discovery Meeting	<ul style="list-style-type: none"> • We conduct a full financial review in order to understand and agree with you your needs and objectives based on a comprehensive review of your current financial position • We establish your life goals, aspirations and concerns for you and your family • We collect and assess all relevant personal and financial data and establish your perceived risks • We conduct an in depth assessment to establish your attitude and tolerance to risk
Stage 3	Advice and Recommendations	<ul style="list-style-type: none"> • We request and collate the information relevant to any accounts, investments, policies and schemes that you hold or are entitled to benefits • We clarify your current position and the basis of how that was arrived • We conduct detailed research and analysis of your current arrangements and assess their suitability going forward • Having completed the preparatory work, we prepare our recommendations setting out a roadmap of the strategies we believe most appropriate to meet your needs and objectives
Stage 4	Implementation and Facilitation	<ul style="list-style-type: none"> • We implement the recommended strategy as desired and required • We will forward any policy documentation to you as appropriate and necessary
Stage 5	Ongoing Review	<ul style="list-style-type: none"> • We will regularly review your strategic plan to assess how on track it may be and suggest and then make amendments as needs be • We will test the plan and ensure that it remains correct for the future • We will give you access to view your portfolio online if applicable • We will conduct a portfolio review and rebalancing in line with your attitude to risk and objectives • We will provide you with the ongoing coaching, guidance and proactive support giving you the confidence that you remain on course and will make recommendations to adjust as necessary

We also segment our clients within one of three categories. These are Accumulators, Pre Retirees and Post Retirees. In conjunction with this Terms of Business, we will provide you with the appropriate Service Agreement confirming what is included within the ongoing review element for your category.

Transactional Advice Service

This will involve Stages 1 to 4 as noted within the Advice and Ongoing Review service excluding Stage 5.

Remuneration - Hourly rates

We are required to quote our Hourly Rates which are:-

Financial Planner/Adviser - £180 per hour
Paraplanner - £90 per hour
Administration - £50 per hour

Remuneration - Fixed Amount

We operate a scale of fixed charges which depend on the task/s required, an outline of which is listed below. When this applies, we will advise and agree with you at each stage.

Initial Assessment	£750
Fund Performance Review	£450
Retirement Provision Forecast	£450
Portfolio Valuations	£125
Policy Valuations	£25 per Policy
Provision of Pension Contribution details	£50
Requesting and dealing with a Surrender Value	£50

Certain additional services may be required where we outsource to specialists. An example of which being a Transfer Value Analysis from an existing or former Occupational Pension Scheme. In such an instance we will pass the cost onto you and may add an additional amount for our time. This will be advised and agreed with you prior to commencement.

Depending on your requirements and your agreement we may also charge you an additional ongoing fee.

And although that below is a guide, we will in a number of cases undertake work on a fixed fee basis which again will be agreed with you in advance.

Remuneration - Investment Lump Sums

Most people opt to pay for our advice and services by the deduction of a percentage based fee from the investment amount sent to the provider, platform or fund manager at the point of its investment.

We have a tiered charging model of 3% on the first £100,000 invested and 1.5% over that amount regardless of the product, tax wrapper or combination of. Our fee for the Ongoing Review service is charged at a maximum of 1% per annum where again most people opt for this to be paid as a deduction from their investment and paid by the provider. Alternatively, you could choose not to have this deducted from your investment and could pay for this separately.

As an example, if you invest a lump sum of £100,000 and our fee is £3,000, that amount will be deducted before the remaining £97,000 is invested. The £3,000 is paid to us by the provider as our fee.

To facilitate this, the provider will need explicit consent that you have agreed to this method of payment and we will ask you to confirm this within their fee agreement for onward transmission to the provider.

The full details will be shown to you in the personalised illustration.

Remuneration - Investment Regular Premiums

Again, most people opt to pay for our advice and services by the deduction of a percentage based fee from the investment amount sent to the provider prior to its investment.

In this instance, our model is that we have a flat charge of 3% on each and every contribution made. As an example, if you make a regular contribution of £100 per month our fee is £3 on each contribution made regardless of the tax wrapper/product. If you make no premium/contribution by way of a payment holiday, no such fee is deducted. Again, this is paid to us by the provider as a fee.

As with Investment Lump Sums, the provider will need explicit consent that you have agreed to this method of payment and we will ask you to confirm this within their fee agreement for onward transmission to the provider.

Again, the full details will be shown to you in the personalised illustration.

Remuneration - Pure Protection Policies

For protection products that are not investment based such as Term Assurance, Critical Illness Cover, Whole of Life and Income Protection Insurance, we receive commission from the product provider. Where this is the case, a separate fee will not be payable unless specifically agreed for any additional work that may be required.

Where we receive commission from a provider we will disclose this to you via a personalised illustration so that you know how much we are receiving for arranging this on your behalf.

Remuneration - Non-investment insurance

For non-investment insurance we also receive commission from a provider. Again, where this is the case we will disclose this to you via a personalised illustration so that you know how much we have received for arranging this on your behalf.

Implementing Investment Solutions

As with most investments there is a risk of loss, especially in the short-term (over periods of less than five years). If you need access to your money in the very short-term, then holding it in a risk-free bank account could be the right course of action. We will discuss these options with you as well as providing a detailed suitability report for you to read in your own time, before we implement our recommendations. This will help ensure that you understand the advice you have been given. Of course, if you have any questions we will be happy to help. You are not obliged to implement any of our recommendations. However, we may still charge a fee for our advice.

When we arrange an investment for you, it will typically be made into a collective investment fund. These funds have a range of different investment strategies, so we will recommend one that aligns with your attitude to risk and the period of time you wish to invest for.

These funds will typically be bought via an investment platform that we 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 the majority of collective investments, they will be bought or sold at the next Valuation Point (typically Midday) on the next business day, after the instruction has been received by the provider or platform.

Once we have agreed on an appropriate solution we will provide you with full details of the investment fund, platform, provider and all associated costs.

Impacts 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 provider or platform charge, the fund managers charge and our advice fee. These charges may amount to up to 2.5% per annum, 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.

If You Are Not Happy With Our Service

If you have a complaint about your adviser or any financial advice you have received please contact:-

Caerus Financial Ltd
c/o Intrinsic Complaints Department
Riverside House
The Waterfront
Newcastle upon Tyne
NE15 8NY

Email - complaints@intrinsicfs.com
Telephone - 0191 241 0700

As a result, a summary of the internal procedures for handling complaints will happily be provided and this is available without charge upon request.

If you feel that your complaint has not been settled to your satisfaction, you may be entitled and be able to refer it to the Financial Ombudsman Service. The Financial Ombudsman Service can be contacted as follows:-

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Email - complaint.info@financial-ombudsman.org.uk
Telephone - 0300 1239123
www.financial-ombudsman.org.uk

This is the current process. Should it change, we will notify you the next time we meet by issuing you with an updated version of this Terms of Business. If however, you want to have the updated version sooner you can request this at any time and we will provide you with the updated compensation process.

The Financial Conduct Authority (FCA)

We are an Appointed Representative of Caerus Financial Ltd under the FCA Register number of 497604 who are based at Trident 3, Trident Business Park, Styal Road, Manchester M22 5XB which is authorised and regulated by the Financial Conduct Authority.

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

You can check this on the Financial Conduct Authority's Register by visiting their website at www.FCA.org.uk/register or by contacting the Financial Conduct Authority on 0300 500 8082.

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

Client Classification Levels For Your Protection

The Financial Conduct Authority has rules which affect the rights you have as a customer. In our dealings with you we will be representing you as the customer, rather than acting on behalf of an insurer.

We classify all our individual customers as retail customers. The range of financial products and investments we recommend are tailored to meet the needs of retail customers. You will have rights under the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS). These rights will apply to the provision of the advice we provide.

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. We will let you know if the product recommended will not have rights under the Financial Ombudsman Service or the Financial Services Compensation Scheme.

There are other classifications of customer that don't have these rights. These are referred to as professional customers and eligible counterparties.

You have the right to be classified as a professional client. Should you feel that you have the skills knowledge and experience to be a professional client and don't wish to have the same protection afforded to retail clients, please let us know and we will complete the forms necessary to reclassify you.

If you have any questions regarding your classification (ie if you are a large company), write to Caerus Financial Ltd, c/o Intrinsic Financial Services Ltd, Compliance Department, Wiltshire Court, Farnsby Street, Swindon SN1 5AH or to the Financial Ombudsman Service and the Financial Services Compensation Scheme.

Client Money Peace Of Mind

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 fees. Our preferred method of payment is via bank transfer.

Your Duty Of Disclosure

Any financial advice we provide will be based on your personal financial circumstances and objectives. It is important that the information you give us is both accurate and a true reflection of your current circumstances.

It is your responsibility to provide complete and accurate information to a provider. A provider being for example and not limited to an organisation that provides insurance, mortgages or investment related plans.

It is important that all statements made on any proposal form or on any additional documentation, are full and accurate.

Please be aware that if you fail to disclose any relevant information, or any change of circumstances to a provider, then the terms of your desired plan may be invalidated (ie an insurance claim may not be paid). We strongly recommend that the information you provide is checked thoroughly prior to submission.

Investment Advice and Recommendations Scope

Any investment advice we provide will be based on your personal financial circumstances and objectives. We will confirm these and the reasons for any recommendation in a Suitability Report.

If you have asked for any restrictions on the types of investment or the markets you wish to invest in, these will be confirmed in the Suitability Report. We will always make it clear when products are not within the regulated scope and advise you of your rights.

Paying For Advised Services

Where payments are facilitated through a platform or product, this will impact the actual amount remaining invested. Payment of our advice and fees facilitated by the relevant providers or platform, generally as a percentage of contributions invested, or by way of a fixed fee if that has been what we have agreed with you, or of the value of the plan's value under management as at the anniversary of the initial investment. As such, the cash equivalent amount will vary depending on the value at the time.

Providers and platform administrators will detail the specific process they operate to facilitate a fee within their literature. If you pay for our advice and fees directly (ie not through the provider) an invoice will be provided as necessary.

Full details of the final advice will be provided in the Suitability Report. Full details of the any future fee will be provided either in the Suitability Report and/or within our Authority to Proceed. You may also be asked to sign and return a copy of the Authority to Proceed document to confirm your understanding and acceptance of the arrangements.

Cancellation/Termination of Authority

Any ongoing fee or our authority to act on your behalf can be cancelled at any time without any penalty by email or post using contact details provided. These methods ensure we have an audit trail for your instruction. You will be responsible for cancelling any instructions from your bank. If the fee is being taken from your investments, we will endeavour to instruct the provider to stop the fee within five working days of receiving your instructions and refund any over payment if we are unable to meet this commitment.

Language

Unless agreed by us at outset, 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.

Overseas permissions

All Financial Planning advice will be conducted within the UK. We do not have permissions to give advice when either you or the adviser are located in any overseas location, regardless of whether that location is in the European Economic Area (EEA) or not.

All Protection advice will be conducted within the EEA. This means that both you and the adviser can be in any EEA country at the time advice is given.

Timing Of Reports

You will be sent a Suitability Advice Report in respect of Financial Planning advice setting out the reasons for the recommendations at the time of the recommendations and where applicable, before implementing any advice that has been recommended.

With respect to Protection advice, you will be sent a Demands and Needs Statement or a Suitability Advice Report setting out the reasons for the recommendations before the policy starts. If we are advising you by telephone and the policy starts on the same day, this will be sent by the end of the next working day.

VAT

The service we provide is described as an intermediation service. This means that we provide advice with the intention of acting between you and a provider to arrange a financial product or service. If we did not do this we would be liable for VAT on the fees charged. VAT is not applicable on the fees we charge for intermediation services. In arranging the sale of retail financial products an advice fee made for advice, even if you decide not to proceed with the purchase of the recommended product, will remain VAT free where the adviser has provided you with full advice services up to that point, including all relevant documentation.

The advice fee made for an ongoing service is also VAT free provided it is in respect of an intermediation service. This means activities such as topping up an investment or utilising available investment tax allowances such as the ISA allowance. In the event that the advice services we provide become ancillary to our intermediation services, VAT may become chargeable (ie we review your entire financial circumstances but make no or limited recommendations).

Should this change in the future and where VAT becomes due, we will notify you before conducting any further work. In any case, where VAT is payable on our services it will be charged in addition to the agreed fee.

Where a Discretionary Fund Manager (DFM) forms part of a solution, then VAT may become chargeable.

Ownership

Intrinsic Financial Services Ltd owns 100% of Caerus Capital Group which in turn owns 100% of the share capital of Caerus Financial Ltd. Old Mutual Wealth Holdings Ltd owns 100% of the share capital of Intrinsic Financial Services Ltd.

Old Mutual Wealth Holdings Ltd is part of the Quilter Group. The Quilter Group of companies offers a range of pension, protection and investment solutions through both a UK and International platform. This may give rise to a potential conflict of interest where a company within the Quilter Group has a suitable solution for your needs. If such a situation occurs, we will ensure that our recommendations are the best execution of your needs. We will also highlight the potential conflict of interest at the time of making the recommendation.

Neither Old Mutual Wealth Holdings Ltd, Intrinsic Financial Services Ltd nor Caerus Financial Ltd have any ownership or share interest in Essentially Financial Ltd.

Declaration Of Other Interests

Intrinsic Financial Services Ltd has a number of payment arrangements with various product providers to facilitate adviser learning and enhance the outcomes for our customers. Further details are available on request.

To ensure that customer interests are always put first, we operate a robust Conflict of Interest and Inducements Policy. If a potential conflicts of interest arises, it will be actively managed and we have arrangements in place to ensure that all our clients are treated fairly. If we feel that our interests conflict with yours, you will be contacted and we will obtain your consent to proceed.

Our conflict of interest policy is available on request.

Addressing Financial Crime

All transactions relating to the services provided by us are covered by The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017. The Financial Conduct Authority also requires that we have appropriate measures in place to prevent the furtherance of financial crime.

Our responsibilities include but are not limited to verifying the identity and address of our clients and any third party making payments on their behalf. If required, you must supply proof of your identity in accordance of the above Regulations. Identity verification checks may include electronic searches of the electoral roll and the use of credit reference agencies, which will result in a soft foot-print on your credit records.

This foot-print is not visible to other financial service providers and does not affect your credit rating in anyway. In accordance with the Data Protection Act 2018, acceptance of these terms and conditions represents your permission for us to access this information.

Financial Services Compensation Scheme (FSCS) Current Limits

We are covered by the Financial Services Compensation Scheme. 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 (ie it differs for investments, insurance and bank accounts) as:-

- Insurance - Insurance advising and arranging is covered without any upper limit
- Investment - Most types of investment business are covered up to a limit of £50,000
- Deposits - Bank Deposits are covered up to a limit of £85,000 per institution
- Structured Deposits - Structured deposit advising and arranging is covered up to £85,000

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

The Law That We Operate Under

All of our agreements provided are governed and construed in accordance with the laws of England and Wales. In relation to any dispute, for your protection you agree to submit to the non-exclusive jurisdiction of the English courts.

The Data Protection Act 2018

The personal information you provide will assist your financial adviser in offering you the best advice as required by the Financial Services and Markets Act 2000. The personal data you provide will be used and stored in accordance with the Data Protection Act 2018, which incorporates the requirements of the General Data Protection Regulation (GDPR) into UK legislation. Before collecting any data from you, you will be issued with a Customer Privacy Notice document and you will be asked to agree to the collecting, storing and use of your Special Category Data.