

# The Private Office

## Important Information

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# Introduction And Regulatory Information

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The Private Office, TPO and TPO Wealth are trading names of The Private Office Limited, authorised and regulated by the Financial Conduct Authority, firm reference number 789482. Registered in England and Wales at 2 The Bourse, Leeds, LS1 5DE, company number 10226899. Advice Champion Services Limited (trading as TPO Invest) and Investment Champion Online Limited are Appointed Representatives of The Private Office.

Our terms of business and all other dealings with clients are governed by English law.

The Private Office is authorised to advise on and arrange savings and investment products, pensions (including pension transfers), non-investment insurance contracts and equity release (mortgages).

You may check our regulatory information by visiting the FCA's Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA at 12 Endeavour Square, London E20 1JN, telephone 0800 1116768.

This document covers all group entities and appointed representative firms. The roles each entity plays are explained on the following page, and you may engage with one or more entity depending on the scope of advice and service agreed.

Advisers' credentials may be checked on our website, the FCA's Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk) or with the Chartered Insurance Institute at [www.cii.co.uk](http://www.cii.co.uk)

In some situations, we may advise upon or arrange products, solutions or strategies which do not fall within the scope of FCA regulation. Clients will be informed should this be the case.

This document sets out our respective obligations, and should be read in conjunction with your personalised Financial Planning Agreement, which will detail the services to be provided, by which entity, and the agreed fees. Continued engagement with our client journey will be deemed acceptance of the terms and conditions herein.

We can be contacted as follows:

- **Telephone:** 0333 323 9060
- **Email:** [enquiries@theprivateoffice.com](mailto:enquiries@theprivateoffice.com)
- **Website:** [www.theprivateoffice.com](http://www.theprivateoffice.com)
- **In writing:** The Private Office, No 2 The Bourse, Leeds LS1 5DE

# Our Corporate Structure



## Regulatory disclosure

The Private Office, TPO and TPO Wealth are trading names of The Private Office Limited (company number 10226899), authorised and regulated by the Financial Conduct Authority, firm reference number 789482. Advice Champion Services Limited (\*trading as TPO Invest) and Investment Champion Online Limited are Appointed Representatives of The Private Office Limited.

Hubwise Securities Limited provides dealing and custody services and is authorised and regulated by the Financial Conduct Authority, firm reference number 502619.

Advice Champion Services Limited currently operates as an Appointed Representative of Hubwise for the provision of platform services.

SavingsChampion.co.uk is not regulated by the Financial Conduct Authority.

TPO Wealth is a Payment Services Directive (agent) of Moneyinfo Limited.

All entities within our group are registered in England and Wales at 2 The Bourse, Leeds LS1 5DE. Financial services register entries may be checked by visiting <https://register.fca.org.uk>

The parent company of our group, AdviceChampion.co.uk Limited (ACL), owns 100% of all other named entities.

# Our Services And Obligations

## Client classification

Our terms of business relate to, and are intended for private and corporate clients, and will be deemed to take effect from the date of issue.

All clients will be classified as 'retail clients' for investment business and 'consumers' for insurance business unless formally agreed otherwise in writing (see below). This classification provides clients with the highest degree of consumer protection under the current regulatory system.

In certain exceptional cases, and only where applicable, we may expressly agree to take into account your expertise as a professional investor.

In such cases, a formal agreement will be made in writing, and we will be entitled to assume that in relation to the products, transactions and services for which you are categorised as a professional investor, you have the necessary level of experience and knowledge to understand the risks involved, for the purposes of assessing suitability.

Please note that if you are classified as a professional client you may lose your right of access to the Financial Ombudsman Service (see section 6).

## Communicating with you

We have introduced a secure client portal, TPO Wealth, in response to feedback from consumers and the prevalence of cyber-crime across all industries. This utilises secure messaging and document sharing facilities, and allows us to communicate in a safe, convenient and accessible manner. This forms a core part of our service offering and is ours, and the vast majority of our clients' preferred way of communicating. Your adviser will be delighted to demonstrate the portal to you.

Other usual ways of communicating with you are by email, telephone (including text messages), post and in person. All communications will be in English.

For the avoidance of doubt, any and all instructions will be requested and issued in writing, whether in hard copy or electronic form. **We will not accept or act upon instructions to transact given verbally or over the telephone.**

**In the interests of efficiency, our default approach is to correspond electronically. We have appropriate encryption and security in place to do so as safely as possible, and take our responsibilities seriously in this regard. Please see Section 7 for further information.**

Please let us know at the earliest opportunity if you do not agree to us corresponding with you electronically.

We are happy to communicate with clients via virtual platforms, video calls, instant messaging and/or social media (for example, Whatsapp), but in doing so we would point out the security risks associated and that we have no control over the privacy terms or governance of such external parties. If we undertake client work or contact via these mediums, we cannot be held accountable for any issues arising that are outside of our direct control.

For the provision of ongoing updates, and in addition to a dedicated section on our website, our periodic newsletter is used as a means of communicating important information to clients. This will only be used where such information is considered 'generic' and anything specific to individual clients, or that which might have a material impact, will be communicated directly. For this reason, any marketing opt outs received from clients with whom we have an ongoing service agreement will exclude our periodic newsletter. This is to ensure all clients continue to receive important information and corporate updates.

We may record telephone calls and monitor conversations for the purposes of security, compliance, staff training, complaint resolution and to improve our services. Where recording or monitoring is taking place, you will be informed accordingly. Any such records will be retained in accordance with our data privacy and retention policy, which may be viewed on our website. Copies of recordings will be made available upon request for a period of 5 years after the recording is made.

## Prevention of financial crime

TPO is subject to legislation and regulation designed to prevent and mitigate the risks of financial crime.

The identity of all clients (whether private or corporate) will be checked and verified prior to any business being transacted. We will usually request sight of at least one document as confirmation of identity and a separate document as evidence of address, which will be used alongside an electronic verification check.

Where policies are funded by a company, for example, pension payments, electronic verification and/or Companies House checks will be undertaken on the entity and Directors where appropriate.

The verification check may involve searches with an identity authentication and address verification agency, and/or fraud prevention agency which will search against information on the electoral role and any other database to which the system has access. Please note that we may conduct these checks from time to time throughout our relationship, not just at outset.

Agencies may record details of the search in the form of an electronic footprint on your credit file, demonstrating that a check was undertaken for anti-money laundering purposes. This is not the same as a credit check and will not impact your credit rating. The companies we work with may be required to share these details in order to prevent fraud and to provide other firms with verification services. We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

In many cases, we will also require validation of source of wealth and source of funds, to comply with our obligations to verify the journey of funds from their origin to current location.

## Conflicts of interest

Although we will always try to act in your best interests there may be occasions where we, or one of our other clients have some form of interest in the business being transacted. Should this happen, or in the event that we become aware of any other conflict of interest, we will take appropriate steps to prevent or mitigate the risk of unfair treatment. Where relevant, we will also request your consent to proceed before we carry out any transactions for you.

We maintain a conflicts of interest policy to formalise our arrangements for assuring the fair treatment of clients, a copy of which may be requested at any time.

The parent company of our group, Advice Champion.co.uk Limited (ACL), also owns Savings Champion.co.uk Limited, a company that offers independent cash savings advice, and Investment Champion Online Limited, which provides direct to consumer investment solutions. There may be occasions when we refer or redirect consumers who require these services between entities within our group. Formal introducer agreements are in place where relevant.

ACL owns Advice Champion Services Limited (ACSL), which trades as TPO Invest, and therefore has a financial interest in that entity. TPO and ACSL may receive income from Hubwise Securities Limited in accordance with the commercial terms of that arrangement; this is funded via platform fees.

We contract with carefully selected third parties for the provision of our white-labelled Discretionary Investment Management solution. Formal remuneration agreements between the parties are in place, and we reserve the right to appoint, replace or remove such partner firms at our complete discretion.

TPO has contracted with MoneyInfo Limited for the provision of the technology behind our client portal, TPO Wealth.

There may be occasions where the firms TPO has partnered with establish relationships with other firms, including each other.

Our fee structure for safeguarded pension benefits advice is transparent, and not contingent upon a transfer taking place. Details are clearly set out within the relevant client literature and noted within our Conflicts of Interest Policy.

In some instances we may enter commercial agreements with third parties for the introduction of clients to TPO, and details will be disclosed where relevant.

## Distance Marketing Directive

In the unlikely event that it becomes necessary to provide our advisory services without any personal contact, we will notify clients if a separate basis for engagement is required. Should this be the case, clients will be provided with additional information as required by the Financial Services (Distance Marketing) Regulations 2004.

## Recommendations

Before making any recommendations we'll carry out a suitability assessment so that we are able to act in your best interests.

This assessment will include consideration of your needs, financial objectives and attitude to any potential risks that might be involved. If there are any areas of planning that you do not wish to address, we can exclude these on your instruction, but it might have a bearing on any advice given.

The areas upon which we can advise include:

- Annuities;
- Critical illness cover;
- Enterprise Investment Schemes;
- Equity release;
- Exchange Traded Funds;
- ISAs;
- Income protection;
- Investment bonds;
- Investment trusts;
- Long term care;
- Open ended investment companies;
- Pensions;
- Phased retirement and income drawdown;

- Structured products (including structured deposit products);
- Term assurance;
- Unit trusts; and
- Venture Capital Trusts.

We don't provide advice in relation to individual shareholdings, options, futures or other derivative contracts.

Where we provide financial protection planning services, we are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market.

We offer a comprehensive range of equity release products from across the market, which means we are not limited in the range of products we will consider for eligible clients.

We will always confirm any recommendations we make in writing (our suitability letter or report) along with details of any specific risks that may be associated with the products or investment strategies we've recommended.

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we will carry out this review at least annually. This will involve us updating the information we hold about you, to ensure we are basing our review on details which are accurate and current. We will provide you with a letter or report which sets out the results of our assessment and, if relevant, any updated recommendations. Additional portfolio reporting will be facilitated or made as relevant.

Where past performance information is provided in relation to products or solutions, it must be recognised and accepted that past performance should not be used as a guide to the future.

## General risks of investing

It is important to understand that the value of most investments can fall as well as rise, and upon encashment, investors might not get back a full return of their original capital. Many are subject to daily fluctuations in pricing, and we will in no way attempt to 'time the markets' when it comes to investing or extracting clients' funds. The extent of fluctuations will depend on various factors, including (but not limited to) changes in financial markets, political influence or other economic factors, all of which are beyond our control.

Clients will be supplied with product literature which will contain details of the specific risks relevant to strategies or products recommended, and provided with sufficient information allowing an informed choice to be made.

Under the terms of our engagement we may, where appropriate, advise on investments which are not readily realisable, often referred to as 'illiquid'. Where this is considered appropriate, clients' attention will be drawn to the specific risks associated with the product(s) in question, and the limited market which might be available for resale. In some cases this could result in an inability to transact or obtain accurate information concerning the investment's value.

Our services may include advice relating to holdings or transactions in non-mainstream pooled investments (NMPI), including unregulated collective investment schemes (UCIS) and speculative illiquid bonds' with what the FCA have recently termed Restricted Mass Market Investments (RMMI). These were previously referred to as non-mainstream pooled investments (NMPI), including UCIS and speculative illiquid bonds. Due to their typically high risk and complex nature, there are very specific regulations concerning the marketing of such products. We will only discuss these with clients who have been assessed as eligible.

## Discretionary investment management

We may, where appropriate, recommend you place some, or all, of your investments with an external discretionary investment manager (DIM). In this scenario, the DIM will manage a portfolio of your investments (model portfolio). Decisions on whether to buy and sell are made at the absolute discretion of the DIM.

In some circumstances we may need to act as your 'agent' in relation to the part of your portfolio held with a DIM. This means that you won't have a direct

contractual relationship with the DIM and the DIM will instead treat our firm as its client, and is known as an 'agent as client' arrangement. In this arrangement, you will not be afforded the same regulatory protections as you would in a direct relationship with the provider. Our recommendation will fully explain the implications, and you will be required to formally appoint us to act on this basis.

Where we recommend you place investments with our in-house (white-labelled) DIM, this will always be on an agent as client basis.

Where we make a recommendation involving an external DIM, we will confirm the charges and respective responsibilities (of us, the DIM and you as investor) within our documented advice to you.

Where we recommend the use of a DIM, we will ensure that their services are appropriate for you at outset and on an ongoing basis.

## Best execution

Where we send or transmit investment applications to third parties (for example product providers) on a client's behalf, we will take all sufficient steps to ensure that we obtain the best possible result, and not subject the application to unreasonable delay.

For orders relating to collective investment schemes, your instructions may be combined with those of other clients and the price of units or shares is generally set by the scheme operator. We have no influence over the price available or their external order execution processes.

Further information regarding our 'best execution' arrangements will be made available on request.

## Packaged services

Where we offer services or products as part of a package, we will tell you whether it's possible to buy the different components separately and, if relevant, disclose the costs and charges of each component.

We will also tell you if the risks resulting from the package are likely to be different from the risks associated with the individual components and explain how (if relevant) the package modifies the investment risk.



## Non-TPO charges

Depending on the services we provide, there may be costs and charges (including taxes), not charged by TPO Limited, but related to the financial products we arrange for you. These may be one off charges payable up-front, or charges payable on an ongoing basis, for example:

Administration or service costs - where investments are held on a platform or with a Discretionary Investment Manager, they may charge for their services.

Investment costs - relating to the manufacture and management of your investments, for example fees levied by the fund manager and transaction costs.

**We'll always disclose any known third party costs to you as part of our recommendation to assist you in making a fully informed decision.**

## Client money

The Private Office Limited is not permitted to handle or hold client money, and therefore cannot accept investments in cash, or cheques made payable to our firm unless in settlement of an item, charge or fee for which we have sent an invoice.

We will pass on cheque payments payable to providers (including TPO Invest) on behalf of clients, but are unable to accept or hold post or undated cheques. In regards to charging, please note that we are presently unable to take payment by credit or debit cards.

## Legal and accounting advice

We are not qualified or authorised to provide legal or accounting advice, or to prepare any legal or accounting documents. Whilst basic administrative assistance may be provided in accordance with individual client agreements, we will not undertake the completion or preparation of associated documents, nor are we responsible for their content or accuracy. Any points of law or accountancy that may arise should be discussed with your solicitor or tax adviser.

## Limitation of liability

We will not, under any circumstances be liable to you for indirect or consequential loss, including any losses arising from market movements during the advice or transactional process.

Insofar as permitted by Applicable Law, our maximum aggregate liability under this agreement shall be limited to the value of fees received in the 12 months preceding the event that gave rise to any loss for which we accept liability.

We maintain appropriate Professional Indemnity Insurance at all times, and the total aggregate liability of the firm to you under or in connection with any agreement made, for any cause whatsoever, shall not exceed the limits of the prevailing policy.

## Defined benefit transfer (safeguarded benefits) advice

Unless you ask us to provide defined benefit pension transfer advice, we will assume that if you hold any such pension schemes with safeguarded benefits ('DB schemes'), these will be retained. Any ongoing advice services agreed will therefore exclude DB schemes and be delivered based on the assumption that you remain a scheme member and plan to take benefits at the scheme's normal retirement age.

Where we agree to provide you with defined benefit (final salary) pension transfer advice, or abridged advice, we will be required to obtain a cash equivalent transfer value (CETV). This is the amount available to transfer to an alternative plan in exchange for giving up the guaranteed benefits offered by your DB pension scheme. A CETV is calculated at the point of request and based on factors at that point in time; it should be noted that a CETV is usually only guaranteed for 3 months.

It is also important to note that the process involved in providing this type of advice is lengthy and complex, and whilst we will make every effort to complete our work within the CETV expiry date, we cannot guarantee that we will be able to do so. You should, therefore be aware that you may be required to obtain a new CETV if the original expires, that the value can go up or down when recalculated by the scheme. You may be charged by the pension scheme trustee or manager for an updated CETV. TPO will not be liable for any such costs or changes in value.

Please be aware that we will not implement or facilitate a defined benefit pension transfer unless we have provided the advice to do so, and that advice states that a transfer is in your best interests. We will only implement advice that we provide (which includes the underlying solutions), and will not implement anything that deviates from this recommendation.

# Your Obligations

## About you

In order for us to provide you with suitable advice, it is important that the information you give us about your circumstances and objectives is accurate, comprehensive and up to date. If you limit the information you disclose, or provide inaccurate details, this could impact the suitability of our advice and recommendations. Where we are unclear, or consider there to be insufficient information to enable us to provide suitable advice, we reserve the right not to act.

In completing a client fact find (or other equivalent means of sharing your information), you confirm that the information provided is accurate to the best of your knowledge and that your adviser may rely on the details provided in formulating advice.

## About your existing products

To provide suitable advice, information about any existing products or holdings is very important, and the sooner we can obtain this the better. Please collect together all relevant information and share with your adviser at the earliest opportunity, ideally when you complete your initial fact find. Should we subsequently need to request information from providers about your holdings, you will be asked to complete 'letters of authority' giving us permission to do so. The earlier you can provide the information and/or authority, the sooner we can get to work on preparing our advice.

## Payment for services

By instructing us to commence work, you are agreeing to pay the charges for our services, which will be set out and approved by you in advance. We will also confirm the method by which you would prefer to settle your fees (generally by invoice or facilitated via the products we recommend), and whether VAT applies.

Our **initial** charges become payable once we issue the invoice, and we would ask that these are settled within 28 days.

In some cases, we may receive a commission payment from a product provider, which will typically be offset against the charges we agree for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.

Before we provide you with our advice we will add together all the costs and charges payable to help you understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.

The solutions or products we have arranged for you will only be kept under review where you have subscribed to, and are paying for, our **ongoing** service. Some solutions (such as DIM or model portfolios) require ongoing service and where this is agreed, all applicable charges will be presented to you for approval, and the service provided as a follow up to the initial advice.

**Ongoing** services and charges will begin in accordance with your individual agreement, and can be cancelled at any time by informing us in writing (see Section Five). Please note that we do reserve the right to charge you for services provided prior to cancellation.

Where the agreed charges are based on a % of the value of your investments, please note that the amount of ongoing payment we receive will increase as the size of your fund grows.

In some circumstances, we may receive ongoing commission payments from product providers in relation to existing investments you hold. Any such payments may be taken into account when determining our charges for ongoing services, and will be discussed and agreed with you where relevant. Commission payments from products may continue until you or we instruct product providers to the contrary.

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## Making payment

You can pay your initial adviser charges by cheque, bank transfer or by deduction from a financial product. Please note that if you choose to pay via a product (known as facilitation), this will reduce the amount left for investment, or increase the premium cost, depending on the type of product. The payment options where you agree to the provision of an ongoing service will vary depending on the service type you require and will be explained fully by your adviser as part of a broader discussion of the services we can provide.

Where solutions have been implemented and invoices remain outstanding after 60 days of issue, TPO reserves the right to sell down invested assets on a proportionate basis to meet any unpaid fees. Depending on the wrapper, this may have tax or other consequences for which we will not be liable.

Where invoices remain unpaid after 90 days and there are no invested assets to sell down, TPO reserves the right to commence legal proceedings to recover unpaid fees.

## Basis of engagement

In engaging with our client journey, we will deem this to be your acceptance of our terms of business, personal (including sensitive) data processing practices, and the requirement for us to undertake electronic 'anti-money laundering' checks. Unless you tell us otherwise, we will correspond with you via electronic means.

We will obtain your marketing and servicing preferences separately.

# Cancellation And Amendments

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## Ending our agreement

You, or we, may terminate our agreement at any time, without penalty.

Notice of termination must be given in writing, and will generally take effect no less than 20 business days following receipt by either party. Should you wish to terminate your contract with us, we will acknowledge your instruction, and confirm the termination date.

Any transactions already initiated will be completed in accordance with our agreement, unless otherwise arranged in writing.

Payment will be required for any services we have provided before the cancellation, along with any applicable fees. Should any fees remain outstanding at the termination date, TPO reserves the right to sell down invested assets on a proportionate basis to raise in full any agreed fees that are outstanding.

Assets held on TPO Wealth or via other platforms will be dealt with in accordance with the respective Terms & Conditions, and we reserve our right to charge an appropriate administration fee for assets remaining on platform.

## Continuation of service

In the event of your death, the terms and charges of your agreement with TPO will remain in place and be transferred to your executors and/or named representatives unless we are otherwise notified in writing, at which point we will commence the termination process. Where we continue to provide service(s), fees will be due in accordance with our agreement.

## Third party arrangements

With regard to the carefully selected third parties we appoint to help deliver our services to you (for example custody and technology services), we reserve the right to appoint alternative providers and (where relevant) transfer your assets without seeking your explicit consent. Any such material changes will be notified in accordance with the following paragraph (Amendments).

## Amendments

Where any material changes are to be made in relation to our costs or services, new documentation will be issued prior to the changes taking effect wherever possible. Any minor changes which do not necessitate a revised agreement, will be notified in good time, under separate cover.

## Product cancellation rights

In the majority of cases, new product contracts entered into will include a statutory right to cancel.

In general terms, the cancellation period for life and pension contracts is 30 days, and for other investments and general insurance, 14 days.

A cancellation notice will typically be issued directly by the product provider, once an application has been processed and accepted.

Where cancellation rights are exercised, this does not guarantee a full return of capital in the event that investment markets have fallen.

Please be aware that some contracts do not attract cancellation rights, but where applicable, this will be made clear with any recommendations made, prior to proceeding with a transaction.

# For Your Peace Of Mind

## Quality assurance

We undertake a comprehensive programme of monitoring which assesses the standards of our advice, record keeping and service. Reviews may be undertaken before, during and after advice is provided. We value the 'first hand' feedback from clients, so where you have provided consent, you may receive a call or email from our team to discuss your experiences. You are also invited to leave feedback via VouchedFor or other platforms, and do contact us at any time to share your thoughts: [regulation@theprivateoffice.com](mailto:regulation@theprivateoffice.com)

## Complaints

In the unlikely event that something has gone wrong, and there is cause for complaint about any aspect of the advice or service we have provided, please contact us as soon as possible so we can try our best to resolve your concerns.

We have a documented complaints handling procedure, a copy of which can be provided upon request. Please direct such requests or any queries, concerns or complaints to:

**Risk & Regulatory Director, TPO, No 2 The Bourse, Leeds LS1 5DE**

**T:** 0333 323 9060

**E:** [complaints@theprivateoffice.com](mailto:complaints@theprivateoffice.com)

If we are unable to resolve the issue to your satisfaction, you may be entitled to take civil action or refer complaints to the Financial Ombudsman Service (FOS). Full details are available at

**[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

Please note that FOS referral rights do not necessarily apply to professional clients.

We also have formal procedures for handling any operational or servicing errors which may be identified. This ensures a consistent and fair approach to all parties, including a standardised redress calculation framework, which operates in accordance with our stated liability clauses.

## Financial Services Compensation Scheme (FSCS)

The FSCS is the UK's statutory compensation fund, for clients of authorised financial services firms which are unable to pay claims against them, usually because the firm has gone out of business.

In the event that TPO is unable to meet its' financial

obligations, clients may be able to claim compensation from the FSCS, although the availability and amount of FSCS cover will depend on the nature of the claim.

Generally, no cover is available in relation to loss of value resulting from poor investment performance. Cover may, however, be available for claims against authorised firms for losses arising from poor investment advice, poor investment management or misrepresentation.

Investments, home finance and equity release are covered up to a maximum of £85,000, and insurance business is covered for up to 90% of the claim, without any upper monetary limit.

As at April 2023, deposit business is covered up to a maximum of £85,000 per investor, per authorised institution.

We may advise on, or arrange financial instruments or products which are by their nature excluded from the FSCS coverage; should this be the case, it will be clearly pointed out.

Further information about the FSCS is available at **[www.fscs.org](http://www.fscs.org)** or by calling **0800 678 1100**.

Please note that FSCS protection may not be available to professional clients.

## Benefits we may receive

As a firm which provides independent advice, regulations prevent us from accepting or retaining payments or monetary benefits from other firms (such as product providers) which may conflict with our independent status.

We may accept minor, non-monetary benefits, such as training or proportionate hospitality where the purpose is to enhance the quality of service we provide and there is no conflict with our duty to act in our clients' best interests.

From time to time we may attend training events funded and delivered by product providers, fund managers and investment platforms. Such events are designed to enhance our knowledge and enhance the quality of service we provide to our clients, and as such, we do not consider this impacts our ability to act in your best interests. Please ask if you require further details of our current policy.

# Privacy Notice: How We Handle And Protect Your Personal Information

To provide our services, we will need to collect and record information about your personal and financial circumstances.

The processing of your personal data is necessary for the performance of our contract for services, and in meeting our obligations to preventing money laundering, terrorist or proliferation financing. Generally this is the lawful basis on which we intend to rely for the processing of your data, but please see the reference to special categories of data below. Our policy is to gather and process only personal data which is necessary for us to fulfill our obligations.

We understand that clients may have concerns about how their information is used and stored, and in view of this (and to ensure our compliance with legislation and best practices) we have established policies in place to govern our handling of client information.

We will treat all clients' personal information as private and confidential, even if our business relationship has ended. All employees are bound by our policies, which are regularly reviewed, and we deliver an ongoing staff training programme to ensure that each individual understands their obligations in this regard.

As technology advances, we are always seeking new and innovative ways of undertaking our identification checks, which may include facial recognition and use of other biometric data. We will take all reasonable steps to comply with prevailing and relevant legislation in this regard.

## How we use and process your personal information

Please be assured that we, and any company associated with us will treat all data as confidential, and will not process it other than for lawful and legitimate purposes.

Processing of data includes obtaining, recording and holding information or data. It also includes transferring it for legitimate purposes to other companies associated with us, product providers, the FCA or other statutory, governmental or regulatory body, solicitor, or debt collection agency.

Appropriate measures will be taken to ensure the information we hold is kept up to date, not retained for longer than necessary, kept secure against unauthorised or unlawful processing (in so far as we are able), and protected from the risk of accidental loss or destruction.

In the interests of continuing suitability and the ongoing provision of our agreed services, it is essential that the information we hold about clients is current and accurate, and so we ask you to notify us of any changes – for example, a change of address – at the earliest opportunity.

There may be occasions where we use real client scenarios to inform the case studies used in our marketing or literature. Any testimonials provided may be used for marketing purposes. Where this happens, we will remove information which could identify the individual(s) to a third party, but clients may recognise their own circumstances in scenarios presented.

To provide our service effectively, we may need to gather personal information about connected individuals, such as a client's close family members and dependents. In such cases we will take the provision of their information as confirmation that the individual is aware of, and consents to us receiving and processing the information. If required, they should be provided with a copy of this privacy notice, or directed to our website.

## Special categories of personal data

There are certain categories of personal data which are, by nature, sensitive. The categories include data which reveals: racial or ethnic origin, political opinion, religious or philosophical beliefs, trade union membership, criminal convictions or allegations, and health.

Depending on the service and products we are engaged to provide, we may need to obtain sensitive personal information, particularly in relation to health matters. This information will only be used in the context of the service or product agreed.

## Sharing of information and communicating with you

In order for us to facilitate or enhance our offering for clients, some services, such as information technology, legal services, compliance systems and regulatory advice, are provided to us by carefully selected third parties. Such parties may also need to process your personal data to enable them to perform their contracts with us. Your personal information may be transferred electronically (e.g. by email or over the internet), and we, or any relevant third party may contact you in future by what we believe is the most appropriate means of communication at the time.



The organisations to whom we may pass your data will have their own obligations in relation to handling your information appropriately.

In some cases, a product or service may be administered from a country outside Europe, and if this does apply, the organisation must commit to protecting the information we share with them.

Where we submit an application for a product or service, we will need to pass on certain personal information as required by the provider to complete the application. The information will then become subject to the policies and controls of that provider.

There will be occasions where we believe a client may benefit from the service provided by another firm within the ACL group, so information which is relevant and proportionate for this purpose may be shared between firms within the group.

Other than the above, your personal information will only be disclosed with your consent or where we are required to do so by law.

We, or any company associated with us may contact clients by any means of communication agreed to, for the purposes of fulfilling our contract and service agreements.

Subject to receiving your consent for marketing, we may also actively contact you to discuss the merits of a particular product or service by means of an 'unsolicited promotion' should we believe it to be of interest or relevance.

Clients may, of course, choose to exercise their right to 'opt out' of any such contact by notifying us accordingly. Where a client chooses to opt out of marketing contact, we will continue to provide our periodic newsletter, on the basis that this forms part of our service proposition and is likely to contain relevant information and important updates from our Investment Committee.

### Retention of your information

During the course of our relationship, we will collect and retain personal data that is necessary for us to provide our services to you, and take reasonable steps to keep the information we hold up to date.

In relation to some aspects of our business we are subject to regulations which require us to retain your data for specified minimum periods of time which are:

- Five years for investment business;
- Three years for insurance and mortgage business;
- Indefinitely for pension transfers and opt outs.

These are minimum periods, and we do reserve the right to retain data for longer where we believe it is in our legitimate interests to do so. Outside of our regulatory obligations, we would typically seek to retain records for a period of 7 years after the date our relationship ends. You do, however, have the right to request the deletion of your personal data, which we will comply with, subject to our regulatory obligations and legitimate interests as noted above.

### Accessing your personal information

Subject to certain exceptions and exemptions, clients are entitled to request access to the data we hold.

For more information about our obligations and the rights of clients under Data Protection regulations, please visit the Information Commissioner's website at [www.ico.org.uk](http://www.ico.org.uk).

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

### Acceptance of advice

Where several parties are advised jointly (for example a couple), we will offer the opportunity to nominate a 'spokesperson' who can be authorised to accept advice on behalf of both/all parties. This will authorise us to honour and act on any such instruction which is sent or purported to be sent by the nominated individual, and believed by us to be genuine. We shall not be liable for so acting in good faith upon any such instruction.

This facility will be made available on an 'opt in' basis and authority may be withdrawn by you or TPO at any time without notice or reason. The ongoing appropriateness of this arrangement will be assessed and renewed (where applicable) during the annual review process.

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