



Terms of Business

Herbert Scott Ltd is authorised and regulated by the Financial Conduct Authority (FCA). You can check this on the FCA's Register by visiting their website www.fca.org.uk/register or by contacting them on 0800 111 6768 or writing to them at 12 Endeavour Square, London, E20 1JN. Our FCA Register number is 179810.

Scope of Authorisation

We are permitted to give advice on and implement deals, on an advisory basis, in investments and non-investment insurance contracts.

Scope and Nature of Advice

Independent Advice – We will only provide advice and make recommendations to you having fully assessed your financial needs and objectives. This means that we will spend some time discussing with you: what you want to achieve financially and your attitude to risk to see if the advice and services that we offer are going to be appropriate.

Our recommendations will be based on a comprehensive and fair analysis of the market. We do not restrict ourselves to certain types of products or providers. We will look across the whole market and use research tools to select appropriate products and providers to meet your needs. We aim to find the right product to meet your needs on all occasions.

Centralised Investment Proposition - We offer an investment proposition that has been designed over time to meet many of our clients' needs. Where our investment proposition is not going to be suitable to meet your needs, we will use our best endeavours to assist you in finding an alternative, appropriate solution.

Non-investment Insurance – We are permitted to advise on and arrange (bring about) deals in non-investment and general insurance contracts. We are an insurance intermediary and act on behalf of clients and not insurers.

Safeguarded Benefits – We can provide full or abridged advice where you have certain safeguarded pension benefits – e.g. Defined Benefit Schemes and those offering Guaranteed Annuity Rates. We will advise you on whether you should keep these benefits and, if appropriate, whether to transfer out to a new pension.

Any advice provided will be confirmed to you in writing.

We take our regulatory responsibilities very seriously and therefore we must ensure that our staff can demonstrate their competence to undertake their role. Our business is structured in a manner that is designed to meet all the requirements set by the FCA which include the European Securities and Market Authority rules.

Unless advised to the contrary, we will assume that you do not wish to place restrictions on the types of products or investment solutions we may recommend, or the markets in which transactions are to be executed.

Client Classification

We classify all clients as 'retail clients' for investment business and 'consumers' for non-investment insurance business, which means you are afforded all the protections under the rules of the FCA. If you wish to be classified differently for investment business, you should raise this with your adviser. In relation to

non-investment insurance business, your adviser will inform you should your circumstances dictate that we would need to classify you differently.

Please note that should you wish to be considered as a different category of customer for investment business, such as a professional client or eligible counterparty, you must inform us in writing. You may lose several protections and, if that is the case, we will confirm this in writing.

Best Execution Policy

It is our policy to transact your business to achieve the best possible results in terms of the price of products, providers and services, the cost of advice, speed, size and nature of the transaction and the effectiveness of the platform & provider.

Methods of Communication

Unless you tell us otherwise, we will communicate with you via the following methods: face-to-face, email, telephone and letter.

For the sake of clarity and to avoid misunderstandings, we prefer our clients to give us instructions in writing by letter or email. On some occasions, we may accept oral instructions provided they are confirmed in writing. We may, at our discretion, refuse to accept instructions although such discretion shall not be exercised without good reason.

Data Protection

Please see our Data Protection Notice, which will be supplied to you separately.

How We Charge

To ensure that you are fully aware of the cost of our services and how and when you will be asked to pay, we will always confirm this verbally and in writing.

For details of our fees, please see our Our Services and How We Charge document, which will be supplied to you separately.

Fees for our services are usually not subject to VAT. If VAT were to apply, we will tell you before we carry out any chargeable work and confirm the amount in writing.

Handling Your Money

We do not handle clients' money. We never accept a cheque made out to us (unless it is a cheque in settlement of fees or disbursements for which we have sent you an invoice) or handle cash.

Investments will be registered in your own name unless you instruct us otherwise in writing.

Introduction to a Third Party

We may receive a fee for making introductions to a third-party product or service provider. Should we expect to receive a fee we will confirm in writing to you what that fee will be.

When acting as an introducer, no responsibility is accepted for any matters arising from the referral. It is your responsibility to ensure that you agree separate Terms & Conditions.

Conflicts of Interest

We will not receive any financial inducement or gift that will in any way compromise our ability to provide you with suitable advice.

We have a legal and regulatory obligation to take all appropriate steps to identify, prevent or manage conflicts of interest from

arising. In the event of any of our business interests or activities creating a potential conflict of interest, we will ensure that we take all appropriate steps to manage it by maintaining robust systems, controls and staff training. In the unlikely event that we are unable to prevent the potential conflict, we will fully disclose to you, the general nature and/or sources of conflicts of interest and the steps taken to mitigate those risks.

Additional Support

Our clients might need extra support and help at a particular time. This can be due to poor physical or mental health, a certain life event occurring, or a language barrier.

If you need extra support and help at this time, do let us know, in confidence, so we can make our relationship the very best it can be.

Electronic Identity Verification

As part of our advice process, we are obliged to prove the identity of our clients. This involves cross-checking your details with a third-party company. The use of electronic identity verification is given approval by the Joint Money Laundering Steering Group (JMLSG) and is an accepted tool in the fight against financial crime.

Complaints

If you wish to make a complaint, please contact us in writing or telephone us. Our contact details are shown at the end of this agreement. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. <http://www.financial-ombudsman.org.uk>

A summary of our procedure for the reasonable and prompt handling of complaints is available upon request.

Compensation Arrangements

Most of the products we advise on are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we or product providers cannot meet certain contractual obligations. This depends on the type of business and the circumstances of the claim.

The actual level of compensation you receive will depend on the basis of your claim. The FSCS only pays compensation for financial loss. Compensation limits are per person per firm, and per claim category, listed below:

Investment - Most types of investment business are covered for 100% of the first £85,000 per person per firm, so the maximum compensation is £85,000 per person per firm.

Insurance - Protection is at 100% without limit, where the claim is in relation to a long-term insurance contract that is a pure protection contract, or the claim is in respect of a liability subject to compulsory insurance.

In all other cases: 90% of the claim without limit.

Deposits - Money in accounts like current and savings accounts, including cash Individual Savings Accounts are covered up to £120,000 per authorised firm (£240,000 for a joint account). It should be noted that authorised firms may have several different brands. The FSCS will provide a £1.4million protection limit for temporary high balances held with your bank, building society or credit union if it fails. A temporary high balance would apply when payments have been received in respect of specified life events, details of which can be obtained from the FSCS.

Mortgages firms failing after 1st April 2019 - Mortgage advising and arranging is covered for 100% of the first £85,000, so the maximum compensation is £85,000 per person per firm.

Where a non-regulated mortgage product has been recommended, you should be aware that such products will NOT normally be eligible for compensation under the FSCS.

If you would like further information about the compensation arrangements, details are available at www.fscs.org.uk or by telephone at 0800 678 1100.

Termination of our Services

You or we may terminate this agreement at any time by giving 10 working days' notice and confirming such intention in writing.

Initial Advice - If you terminate this agreement after you have agreed to make an investment or commence a policy arranged by Herbert Scott, we shall be due to receive the agreed fee or commission for setting this up.

Ongoing Advice - Upon termination of this agreement, ongoing services shall cease. We shall be due to receive accrued fees as follows:

- If your product or investment provider pay our ongoing fees, we will let them know you have terminated our agreement within ten working days and request that no further fees are accrued. Please note that fees which have accrued up to the date the provider carries out our request will be payable to Herbert Scott. We shall not reimburse any fee relating to the period between your notification and the date the provider actions our request.
- If you pay our ongoing fees directly, we will issue an invoice for the final fee which will be calculated pro rata up to the date of termination.

Where you hold assets on a wrap platform it may be necessary for you to remove these assets from the platform unless you appoint a new adviser to supply ongoing advice and services.

If we have terminated the agreement, upon request, we will signpost you to alternative sources of financial advice.

Upon death – Unless otherwise advised, we will turn off adviser charging within 30 days of notification.

We reserve the right to charge for any work we may be asked to undertake after ongoing fees have ceased, on a time-cost basis. We will confirm rates and estimate the time required in writing before we carry out any chargeable work.

Client's Consent

This is our standard Terms of Business upon which we intend to rely. For your own benefit and protection, you should read these terms carefully. If you do not understand any point or have any questions or concerns, please do not hesitate to ask for help.

Contact information

Address: Herbert Scott The Left Bank, 173 High Street, Lewes, East Sussex, BN7 1YE

Telephone: 01273 407500

Email: enquiries@herbertscott.uk