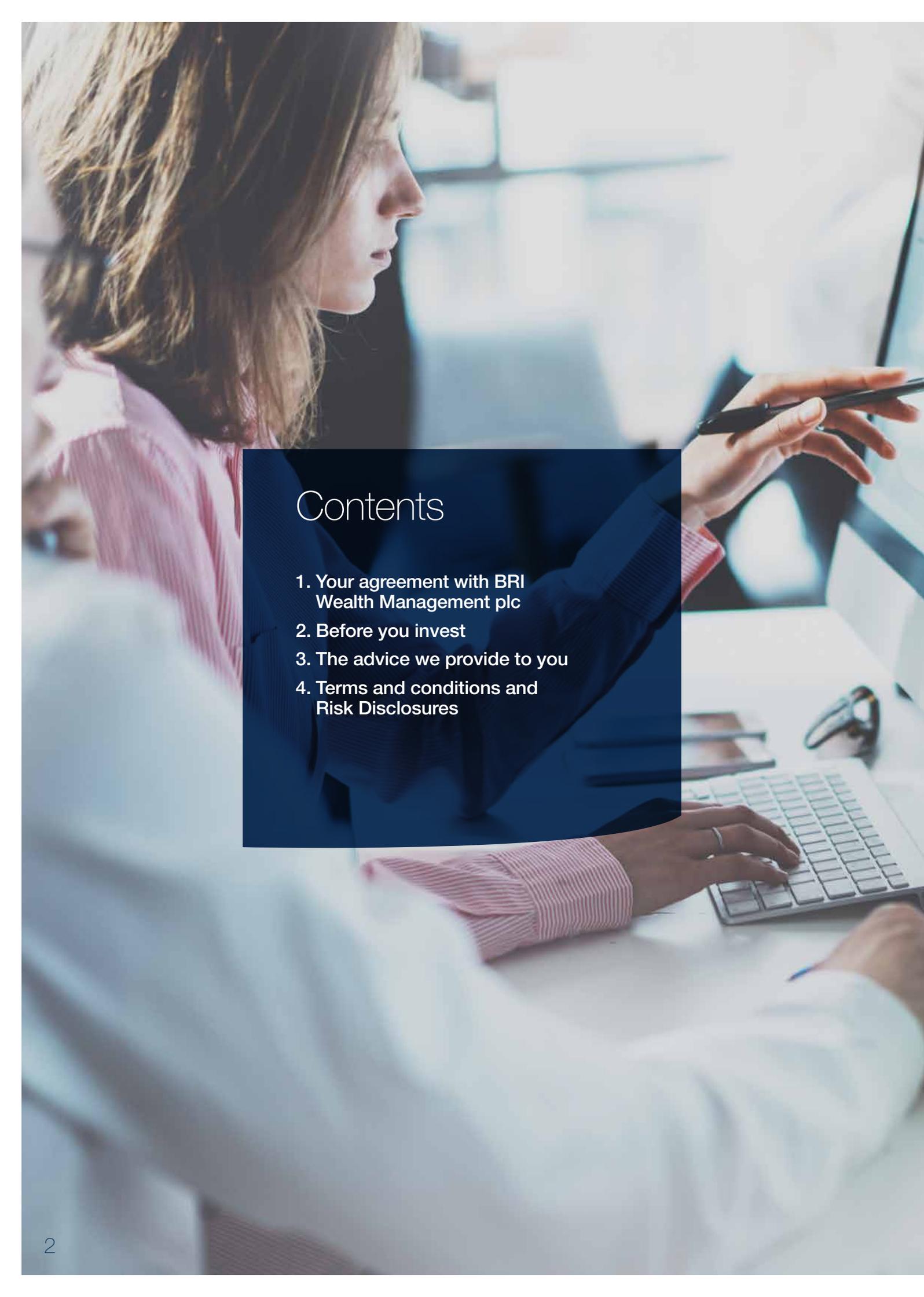




BRI Wealth  
Management PLC

Terms and Conditions  
and Risk Disclosures

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A woman with long brown hair, wearing a pink and white striped shirt, is looking at a laptop screen in an office. She is holding a black pen in her right hand. The background is blurred, showing other office workers and computer monitors.

## Contents

1. Your agreement with BRI Wealth Management plc
2. Before you invest
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4. Terms and conditions and Risk Disclosures



## Your agreement with BRI Wealth Management plc

I would like to start by saying how much we value your business. We take the responsibility of managing your investments very seriously and we always strive for the highest levels of integrity and professionalism in all we do.

We have a traditional view about client service and hope that in dealing with us you find our style to be friendly and approachable and, at the same time, our management methods modern and efficient. We invest constantly in up-to-date systems and research so that we can manage your investments in the most effective way but we always want you to feel that you get a very personal service from the people you deal with at BRI.

Our overriding concern is to make sure that the service we provide you with is suitable for your needs, is of the highest quality, and takes account of your particular preferences and requirements.

We like to keep in touch with you on a regular basis and much of our communication may be face-to-face in meetings or on the telephone. However, laws and regulations require all investment firms to set out their terms and conditions of business in a comprehensive and formal written way for every client.

I apologise therefore if this document may appear a little daunting but I can assure you that it is necessary and is designed to protect your interests. We have tried to set it out as clearly as possible and using plain language but, inevitably, it does contain a certain amount of legal and financial terminology. If there is any part that you do not understand, please contact us and we will be happy to explain it.

My colleagues and I are absolutely committed to giving you the best service possible, but, if you ever feel that we are falling short in any way, please let us know and we will do our utmost to address the matter.

Simon Boardman-Weston  
Chairman

# Before you invest

Before you invest it is important that you take into consideration your savings – including pension arrangements – other short and long-term savings schemes, life assurance and protection policies as well as your levels of indebtedness.

You should be prepared to invest your funds for a minimum of five years and preferably longer. Investors should be aware that past performance is not necessarily a guide to the future. The value of your capital will fluctuate and may fall as well as rise and you may not get back your original capital investment. On termination or withdrawal, the proceeds may be less than the capital invested.

We may occasionally recommend investments that are not readily realisable. We will only do this where appropriate but, if we do, we will draw your attention to the risks associated with the investments.

If, having considered the above, you decide to invest, you should then decide the level of funds you wish to invest and your investment strategy. All investment decisions involve a degree of risk, and it is important to establish from the outset the degree of risk that is acceptable to you, given your capacity for loss, and to decide on your investment objectives. This should be achieved through discussion with your BRI advisor.

You should understand the general and specific risks associated with stockmarket investment. Section 6 contains information about the types of investment that we may buy for you, and the risks associated with those investments. You should satisfy yourself before you invest that these Investments are suitable for you in light of your circumstances and financial position. If in doubt, you should always seek professional advice.

## Attitude to Risk and Investment Objectives

After careful consideration of your financial situation, your investment requirements and goals, your capacity for loss and your willingness to bear investment risk, we will recommend a risk-based strategy that best matches those needs. We will manage your investments on the basis of the strategy agreed with you or as varied with your agreement from time to time. Where possible we will seek to invest in a selection of investments by asset class and sector.

At all times your selected strategy will apply to your investment as a whole (i.e. the overall objectives and risk presented by your entire investments will be considered and not the objectives and risk attaching to individual investments). If your attitude to risk, investment objectives or investment restrictions change, and you wish to amend them, you should notify us as soon as possible.

## Risk-based Strategies

BRI offer the following risk-based strategies:

### a) Very Cautious

You are looking for an investment which, while giving some potential for real returns, aims to produce returns that are at least as good as those from a high street deposit account. A high level of security of capital is a priority. Whilst recognising that investment values will change, you would feel uncomfortable if your investments rose and fell in value very rapidly.

### b) Cautious

You are prepared to accept volatility in order to enhance the portfolio's longer-term income and growth potential and you are aware that small fluctuations in capital and income are possible.

### c) Cautious to Moderate

You are prepared to accept volatility in order to enhance the portfolio's longer-term income and growth potential and you are aware that modest fluctuations in capital and income are possible.

### d) Moderate

You are prepared to accept volatility in order to enhance the portfolio's longer-term income and growth potential and you are aware that moderate fluctuations in capital and income are possible.

### e) Moderate to Adventurous

You are prepared to accept volatility in order to enhance the portfolio's longer-term income and growth potential and you are aware that moderate to high fluctuations in capital and income are possible.

### f) Adventurous

You are prepared to accept volatility in order to enhance the portfolio's longer-term income and growth potential and you are aware that significant fluctuations in capital and income are possible.

### g) Speculative

You are prepared to accept significant volatility in order to enhance the portfolio's longer-term income and growth potential and you are aware that significant fluctuations in capital and income are possible.

## Investment Objectives

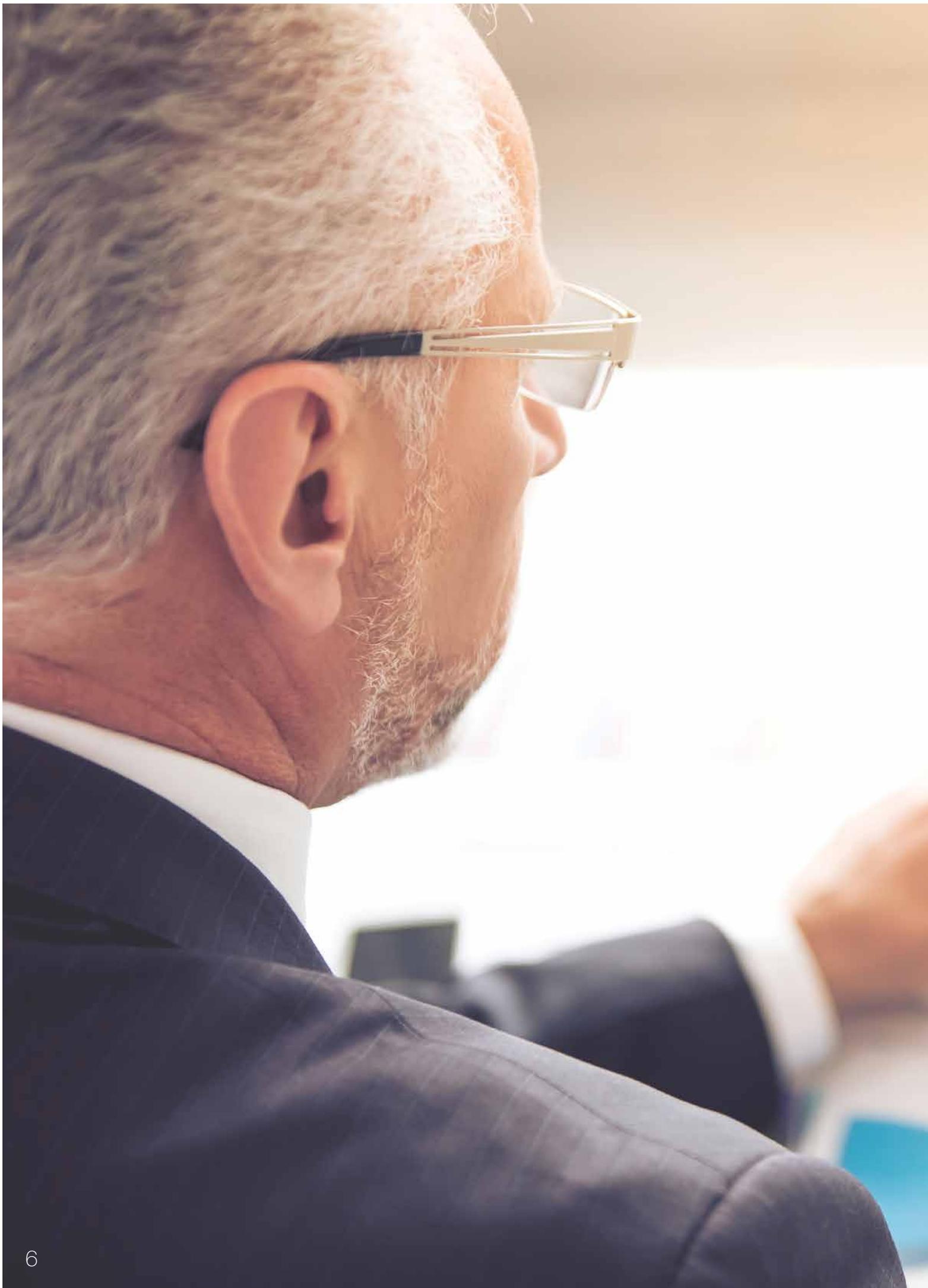
In addition to your attitude to risk, we will also establish whether your investment objective is to provide an overall return through a combination of both income and capital growth or to place a greater focus on income generation.

### Income and Growth

Your investments will provide returns through a combination of both income and capital growth.

### Income Focus

Your investments will be chosen with the primary aim of producing income and a secondary objective of providing some degree of capital growth. It should be noted that this additional income focus might come at the expense of some capital growth.



## The advice we provide to you

BRI provides both investment management and financial planning services. As a client you may take one or both of these services.

Our investment managers select and manage investments from the whole of the relevant investment market, but because they do not provide advice on pensions and life assurance policies, any personal recommendations they make to clients are defined as being restricted advice.

Our Financial Planners provide restricted advice. The restriction on our advice relates to investment management services; in this regard we are not obligated to review the whole market and will generally use BRI's in-house discretionary or advisory investment services. However, we are not limited to using BRI and will only do so when we feel such services are suited to your needs and objectives.

For non-investment management services, we will establish your needs and objectives, then conduct a review of the wider financial planning market and recommend a solution, bearing in mind your best interests.

If you have a question or concern about any aspect of our services, please contact us at:

**Telephone:** 01676 523550

**Email:** [invest@brigroup.co.uk](mailto:invest@brigroup.co.uk)

**Website:** [www.brigroup.co.uk](http://www.brigroup.co.uk)

**In writing:** BRI Wealth Management plc, BRI House, Elm Court, Meriden Business Park, Coventry CV5 9RL.

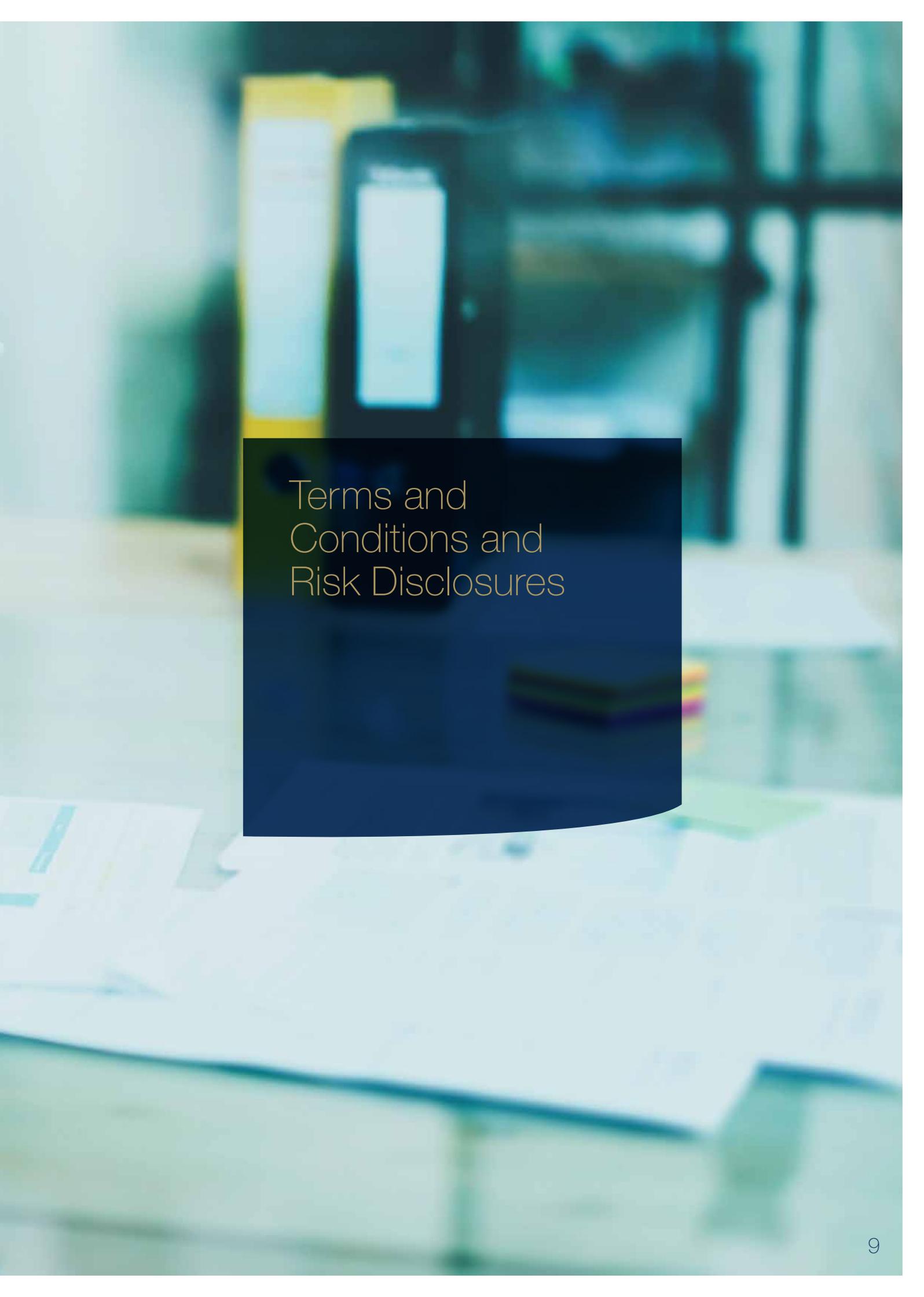
We are incorporated in England & Wales under registration number 727301.

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“At the heart of BRI’s recommendations or decisions is an investment strategy developed for you which manages your investments effectively, whatever conditions we encounter.”

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The background is a blurred office scene. In the center, there is a dark blue semi-transparent rectangular box with rounded corners. Inside this box, the text "Terms and Conditions and Risk Disclosures" is written in a light-colored, sans-serif font. The text is arranged in three lines: "Terms and", "Conditions and", and "Risk Disclosures".

Terms and  
Conditions and  
Risk Disclosures

# Contents

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## These Terms comprise a number of sections.

**Section 1** contains general terms which apply to all our services, except where they are expressly varied in another section.

**Section 2** contains terms specific to our Investment Management services and applies if we provide such services to you.

**Sections 3 & 4** contain terms specific to ISAs and JISAs.

**Section 5** contains terms specific to our Financial Planning services and applies if we provide such services to you.

**Section 6** contains information and risk warnings relevant to different types of investment, markets and investment techniques and is relevant to all clients.

**Section 7** explains some of the terminology we use.

**Section 8** details the order execution policy.

**Section 9** details the conflicts policy.

If you require **online access** to view your portfolio we will provide you with separate terms governing the provision of this service.

# 1. General Terms that apply to both Investment Management and Financial Planning Clients

## 1.1 About us

BRI Wealth Management plc is authorised and regulated by the Financial Conduct Authority (FCA) and is a HM Revenue & Customs approved ISA and JISA Manager. Our FCA registration number is 122499.

At all times reference to 'our' or 'us' or to 'we' or 'the Company' or 'BRI' or 'ISA/JISA Manager' shall mean BRI Wealth Management plc.

## 1.2 Purpose of these Terms

The purpose of these Terms is to set out the basis upon which we agree to provide certain services to you, and your obligation in relation to such services. For your own benefit and protection, you should read these terms carefully before agreeing to them. If you do not understand any point please ask for further information.

For existing clients, these Terms replace the earlier Terms with effect from ten Business Days after you receive them.

We recommend that you keep a copy of these Terms for your records. The most up-to-date version of these Terms can be found on our website [www.brigroup.co.uk/terms](http://www.brigroup.co.uk/terms) or you can ask us to send you a hard copy.

## 1.3 Client Category

Unless we tell you otherwise, we shall treat you as a Retail Client for investment business (e.g. investments, pensions and ISAs) or as a consumer for protection business. This means that you benefit from the highest level of investor protection under FCA rules.

There may be some circumstances where you meet the requirements to be classified as a professional client. If you would like to discuss this matter, please contact our Compliance Director.

## 1.4 Instructions

We will accept general instructions from you either orally (by telephone and/or in person), in writing, by email or facsimile where we reasonably believe the instruction has been given by you. We will treat an instruction as genuine if we believe in good faith that the instruction is from you or an authorised person (for example, because it appears to have been signed by you or an authorised person or the security procedures have been completed) and if there are no circumstances we are, or should reasonably be, aware of that cast doubt on the authenticity of the instruction.

We shall have no liability for any instructions until they are received by us.

We will not, however, accept dealing instructions from you by email unless we have agreed this with you in advance. Instructions are effective when we receive them or – if we need to clarify them with you – when we have received clarification from you. Where you give oral instructions we will acknowledge them orally. Otherwise we will acknowledge instructions by acting on them.

It may take time to act on instructions and we may need to clarify instructions. So you should always instruct us in sufficient time to meet any deadlines.

### 1.4.1 When We Can Act on Instructions

- a) We can act on instructions which are or appear to be from you; or from any person notified by you as authorised to give instructions on your behalf provided that you empower us to do so by completing a Third-Party Authority (available on request) or we are in receipt of a duly executed Power of Attorney.
- b) Where you empower someone else to give instructions on your behalf, you alone will be responsible for the instructions given by a person you have told us is authorised to give instructions for you and the manner in which an authorised person uses your account. We will continue to act on their instructions until we receive written notice from you that they are no longer authorised by you to give instructions.

### 1.4.2 When We May Refuse to Act on an Instruction

- a) We may refuse to act on an instruction which is or appears to be from you or any person authorised to give instructions on your behalf if, in our opinion, it would infringe Applicable Law or Regulations. We are under no obligation to give any explanation.
- b) We may also refuse to act on an instruction where we believe that it may not be suitable for you.

Where you have empowered a third party to give instructions via a Third Party Authority, this is revoked as soon as we are notified of your death. We may also refuse to act on an instruction where we believe that it may not be suitable for you or is outside the scope of these terms and conditions.

We shall not be liable for any loss or any other consequence of our compliance with (a) and (b). If we refuse to act on an instruction we will give written notice of any such refusal.

## **1.5 Communications Between Us (Other Than Instructions)**

We may contact you and you may contact us using your or our latest:

- a) Address
- b) Email address; or
- c) Telephone number (including mobile phone number).

Your communications to us under these methods are only effective when we receive them. If your details change you must contact us.

We may also communicate with you by posting notices and information on our website.

All communications, notices, certificates, documents of title and remittances will be despatched or transmitted to you at the address shown in our records and at your own risk. Communications and notices shall be conclusive and binding on you unless your objection is received in writing within two business days of their despatch.

We may leave messages for you to contact us on an answering machine, or with the person answering the telephone, unless you tell us not to.

You give your consent to us recording telephone conversations and other electronic communications (for the purpose of training, checking instructions, verifying your identity and ensuring that we are meeting our service standards and Regulatory Requirements).

Subject to Applicable Regulations, records may be made available to you on request, for a period of 5 years after the recording was made.

These recordings may be used as evidence if there is a dispute. We may, if required to do so, also provide such recordings and transcripts to the FCA or other government authority in accordance with Applicable Regulations.

In performing our duties under this Agreement, we may from time to time make unsolicited telephone calls for the purposes of discussing with you matters relating to your account. You agree that we may make such contact with you as we reasonably believe to be appropriate and that you will make yourself available for such purpose.

Where we are unable to contact you for the purposes of discussing with you matters relating to your account, you will not hold us liable for any costs, expenses, loss, damage or liability suffered or incurred as a result of action taken or not taken by us as a consequence.

## **1.6 Risk of Using Email Instructions or Communication**

There is no guarantee that electronic instructions and communications will be secure, virus-free or successfully delivered. We will have no liability to you if either we, you, someone you have appointed to receive communications or your professional financial advisor do not receive an email sent to the last disclosed email address or if there is a breach of confidentiality as a result of a third party receiving or seeing an email.

## **1.7 Changes to your Contact Details, Status or Bank Account**

You must notify us with any changes in your status or information such as your address, email address or telephone number or changes that are relevant to your Tax Obligations. Some services may no longer be available if your status changes (for example, if you become resident in another country).

You must also provide us with prompt notification of changes to any bank account previously instructed to us.

## **1.8 Linked Accounts – Single Financial Relationship**

You can ask us to treat you as if you have a single financial relationship with other clients (usually other members of your family). Where we do this, you and they authorise us to share with each of you information about the others and their accounts (including online access). Under such arrangements you may give instructions in relation to the others' accounts or investments and we will not seek confirmation from the holder of the account before carrying out these instructions.

## **1.9 Complex Investments – Appropriateness Test**

Where we execute transactions in an execution-only capacity in complex investments (i.e. one that is complex in accordance with FCA rules) we are required to obtain information from you regarding your knowledge and experience, so as to enable us to make an assessment as to whether the investment is appropriate for you.

If we consider (on the basis of the information that we hold about you) that the execution-only transaction is not appropriate for you, we shall warn you about this. If, despite the warning you ask us to proceed with the execution-only transaction and we execute it for you, you shall be solely responsible for that decision and we shall have no liability to you in respect of it.

## 1.10 Best Execution

BRI outsources the execution of its client orders to third party Execution Partners.

When transmitting orders on a client's behalf in relation to financial instruments to our Execution Partners, we will take sufficient steps to obtain the best possible result for you taking into account such factors as price, size and nature of the transaction, likelihood of execution and settlement, speed of execution and other costs.

In executing your orders, our Execution Partners may deal on such markets or exchanges and with such counterparties as they think fit. You agree that our Execution Partners may trade outside a regulated market or multilateral trading facility. You are required to give your consent to the Order Execution Policy and, therefore, you are deemed to have provided such consent when you accept these terms and conditions.

We have in place a policy and procedures which are designed to obtain the best possible execution result. A copy of our Order Execution Policy accompanies and forms part of this agreement and can also be found on our website [www.brigroup.co.uk](http://www.brigroup.co.uk) or by requesting a copy from our Compliance Director.

We will make public both the top five execution venues in terms of trading volumes where client orders have been executed or transmitted to in the preceding year and information regarding the quality of execution of certain financial instruments (this will be published at [www.brigroup.co.uk/media-centre/resources](http://www.brigroup.co.uk/media-centre/resources)).

Any material changes to the Order Execution Policy will be made available on our website.

## 1.11 Key Investor Information Documents and Key Information Documents

Where we provide a personal recommendation to you or where we act on your instructions, and when relevant, we will provide you with a Key Investor Information Document (KIID) or Key Information Document (KID).

Where the agreement to buy or sell a financial instrument or product in the manner set out above is concluded using distance communication which prevents the delivery of the KIID or KID in advance and in a durable medium, you consent to receiving the KIID or KID without due delay after the conclusion of the transaction unless you inform us that you wish to delay the transaction in order to receive the KIID or KID in advance.

We will confirm to you when we are required to provide either a KIID or KID. The types of investment covered by this disclosure requirement includes collective investment schemes such as unit trusts, OEICs and investment trusts.

The above requirements do not apply if you already hold the same investment and have previously received that KIID or KID.

Where we are obliged to provide you with a KIID or KID and we have an email address for you that we believe to be valid, you agree that we can provide the relevant document by email.

## 1.12 Litigation

We have no responsibility or obligation to participate in or process class action litigation claims or similar matters, but may so participate if, at our absolute discretion, we see fit. In the event that we do participate we will use our reasonable endeavours, subject to time constraints, to provide the input requested. Please note that in the event of a payment to you in settlement, this will be after the deduction of any associated costs. We shall have no obligation to inform you about any such litigation claims which come to our notice.

## 1.13 Force Majeure

If our performance of this Agreement is prevented or hindered in whole or in part by reason of any event, omission, accident or other matter beyond our reasonable control such as but not limited to the introduction of or any change to any law, currency, failure or breakdown in any machine or equipment, strikes and industrial disputes, market conditions affecting the execution or settlement of transactions, acts of God, civil commotion, riot, war, explosion, accident, flooding, hurricane, earthquake, or delays by third parties, we will be under no liability for any loss, damages or expense suffered by you as a result.

## 1.14 Taxation and Legal Obligations

We will not be liable for any taxation consequences of any transaction effected pursuant to the terms of this Agreement nor for any taxation charge incurred by you for any reason whatsoever.

You have sole responsibility for complying with any Applicable Laws and Regulations and the management of your tax affairs.

We are not legal or tax advisors and we do not provide legal or tax advice. Whilst we may ask you questions about your personal tax position, explain the generic legal or tax position relating to products or services or provide tax computations or information to assist you, you and your other professional advisors will remain responsible for the management of your tax and legal affairs.

Whilst any information or computations we provide will always be provided in good faith, we give no representation, warranty or guarantee, and accept no liability for, the completeness or accuracy of the information, or for the tax consequences which may arise if you act on such information.

Capital gains realised above annual allowances may lead to a capital gains tax liability which you will be required to declare on your Self-Assessment Tax Return. Any calculation of the capital gains impact of executing a sales transaction will be an estimate and as such we cannot guarantee that there will be no tax liability arising.

Where any publications or communications refer to a particular tax treatment, the taxation treatment depends on your individual circumstances, as well as the on-going availability of the tax reliefs, and may be subject to change in future.

Investments should be made on the basis of the underlying investment case and should not be driven solely by tax considerations.

In some jurisdictions, we may be required to pass information about you to tax authorities, or deduct withholding taxes from any interest or income we pay or pass on to you.

### 1.15 Complaints

In the event that you are dissatisfied with any aspect of your account or of services provided by us, you should contact the Compliance Director who will try to resolve your complaint. A complaint can be made in writing, by telephone, by email or in person.

A copy of our internal complaints handling procedures is available upon request.

If we are unable to resolve your complaint or if you are dissatisfied with our final response you have the right to complain directly to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR, or via 0800 023 4567 or [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

There is a statutory time limit for you to refer your complaint to the Financial Ombudsman Service which is usually within six months of you receiving our final decision letter.

### 1.16 Compensation Rights

In the event of the Company's failure to meet any of its liabilities to you, you have rights to compensation under the Financial Services Compensation Scheme. The Scheme provides compensation in certain circumstances where an FCA authorised firm is unable to meet its liabilities to clients.

For further information about the Scheme and the compensation limits that apply, please contact: The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU, or via 0800 678 1100 or [www.fscs.org.uk](http://www.fscs.org.uk)

### 1.17 Anti-Money Laundering

We will need to verify your identity and permanent address in line with UK anti-money laundering legislation and the Proceeds of Crime Act 2002. We will do this by verifying your identity using an electronic check, the details of which will be retained on your file. The check will be undertaken by a reputable referencing agency and may leave a 'footprint' on your credit file but it will not affect your credit rating.

Where we are unable to verify your identity electronically, we will ask you to provide documents to establish your identity and these documents will need to be certified by an approved person.

### 1.18 Protecting your Personal Information

To advise you properly we will need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services and where required by law.

For the purpose of the Data Protection Act 1998 (DPA) and the General Data Protection Regulations 2018 (GDPR) and Applicable Regulations we are a 'data controller' which has consequences for how we use, store or otherwise process any personal data provided by you, your agents or representatives.

Sometimes, we may need to pass your personal information to other organisations. For example, if you apply to take out a financial product or service, we will need to pass certain personal details to the product or service provider.

We give your information to and receive information from credit reference agencies and fraud protection agencies. We and other organisations may access and use information to prevent and detect fraud, money laundering or other crime. We may conduct these checks from time to time throughout our relationship, not just at the beginning.

We rely on the following legal bases for processing as defined in the DPA and GDPR to use personal data for the permitted purposes detailed in these Terms and Conditions:

- a) That we have received consent from you and any other data subject to such processing; and/or
- b) That the processing is necessary for compliance with our legal obligations; and/or
- c) That the processing is necessary for us to provide our service under this agreement; and/or
- d) That the processing is necessary for the legitimate interests of us and any third-party recipients that may receive personal data.

We may, for any permitted purpose, transfer or disclose personal data to any third-party anywhere in the world, to any person acting on our behalf or to any person to whom we are permitted to delegate any of our functions under this agreement, to any regulators and governmental agencies, in any jurisdiction, where we are required to do so by Applicable Regulations.

Where any of these third-parties are based outside the EU, including countries which may not have the benefit of equivalent data protection legislation, we will only transfer personal data subject to appropriate safeguards, copies of which are available from pcm@brigroup.co.uk.

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 to be the most appropriate means of communication at the time (telephone, email or letter).

The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately.

If you do not want your Personal Data to be used for marketing purposes, you can make a notification to marketing@brigroup.co.uk.

Where you provide information about others (such as joint account holders), you confirm that you have their consent or are otherwise entitled to provide this information to us and for it to be used by us.

Any data subject in respect of whom we hold personal data can:

- a) ask for a copy of the information we hold about them by writing to the Privacy Compliance Manager at BRI House, Elm Court, Meriden Business Park, Coventry, CV5 9RL or emailing pcm@brigroup.co.uk. We reserve the right to charge a reasonable administration fee for this service as permitted by Appropriate Law;
- b) Raise complaints in relation to our processing of their personal data with the Information Commissioners Office;
- c) Withdraw the consents to processing data, although this will not affect any data processed prior to this withdrawal and may mean we will not be able to provide services to you;
- d) Object to the processing of personal data on the legal basis of legitimate interests and request that we demonstrate our legitimate grounds in order to continue such processing;
- e) To request the erasure of personal data where it is no longer required for the purposes for which it was collected or where it was unlawfully processed;
- f) Request that we rectify inaccuracies in personal data; and

- g) Request that we restrict any processing of their data only to holding of the data while any disputes with us are being resolved, or for assistance with establishing, exercising or defending legal claims (where we would otherwise no longer need to retain such data for the permitted purpose described above)

By entering into this agreement, you confirm that:

- a) You consent to the processing of your personal data, or that of other data subjects, by us or a third-party for the purpose of delivering our services; and
- b) Where you are an individual, providing us with personal data concerning other data subjects, or a corporate providing us with the personal data of your employees, trustees, directors, agents and representatives, you have obtained their explicit consent to using their personal data for the permitted purposes described above, and can demonstrate this to us if requested; and
- c) You agree that our processing for the permitted purposes is warranted as it is necessary for our legitimate interests, and that this does not prejudice your rights or those of the other data subjects involved.

### 1.19 Conflict of Interest

Your attention is drawn to the fact that when we enter into a transaction for you, we, an associated company or some other person connected with us may have an interest, relationship or arrangement that is material in relation to the transaction or investment concerned. Where we are aware of such a situation, we will undertake all reasonable steps to protect your interests and ensure your fair treatment.

Where we are not satisfied that we can prevent such a conflict from potentially harming your interests we will disclose the nature of the conflict and, if appropriate, obtain your permission to proceed with the transaction or service.

We maintain a conflict policy (section 9) identifying the circumstances that may give rise to a potential conflict of interest and how we will deal with it. If you would like further details please contact our Compliance Director.

From time to time we may attend training events funded and/or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Please ask us if you want further details.

### 1.20 Delegation

We reserve the right to delegate any of our administrative or accounting duties under these Terms to another company where we reasonably satisfy ourselves that they are competent to carry them out.

### 1.21 General

We warrant and undertake at all times to use reasonable care and skill in the performance of our duties to you under the terms of this Agreement.

Nothing in these Terms shall exclude or restrict any obligation which we have to you under any applicable regulations.

### 1.22 Variation

We may amend the terms of this Agreement, our charges, or any other aspect of our services by sending you a written notice. We will give you a reason for the proposed change and may include a summary of any material changes.

You agree to be bound by any changes to the terms if we do not receive written notification from you within ten Business Days from the date of our written notice to you.

No amendment will affect any outstanding order or transaction or legal rights or obligations which may already have arisen and are outstanding.

### 1.23 Invalidity of Terms

If any provision or term of these arrangements or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be deleted from these arrangements and the remaining terms shall remain in place and binding on you. If any such deletion substantially affects or alters the commercial basis of these arrangements then we shall discuss any possible modification of these Terms with you.

### 1.24 Assignment

You shall not assign or transfer your rights or obligations under these Terms without our prior written consent, and any purported assignment or transfer shall be void.

### 1.25 Serving Notice

If you wish to serve notice on us under these Terms, or otherwise, you should do so by delivering a written and signed communication addressed to the Compliance Director at BRI House, Elm Court, Meriden Business Park, Coventry CV5 9RL.

If we serve notice on you this will be in the form of a written and signed communication to your last known address as shown in our records.

Notices sent by us shall be deemed to be received by you two business days after posting if sent by first class post to addresses within the UK, or seven business days if sent by airmail to addresses outside the UK.

Notices sent by you will be deemed to be received by us when we write to confirm their receipt.

### 1.26 Governing Law and Language

These Terms are governed by and shall be construed in accordance with the laws of England and Wales.

Both parties submit to the jurisdiction of the English courts in connection with any matter or dispute. It is agreed that all documents and communications between us shall be in English.

## 2. Investment Management Terms and Conditions

These Terms and Conditions (Terms) cover investment advice, investment management and dealing services and apply to all types of accounts.

**If you are subject to US tax, we cannot provide investment services to you.** You must also inform us as soon as possible if you become a resident of the US or if your US tax status changes. We recommend that you seek independent legal advice if you are in any doubt about whether you are subject to US tax before opening an account.

Please sign the Account Opening Form or ISA/JISA Application Form and return them to us to confirm your consent to the Terms once you have read them.

**If you are an existing client and you are not applying for a new product you do not need to sign and return any documents.** If you have any queries, please speak to your BRI advisor or the Compliance Director.

### 2.1 The Agreement

These Terms together with:

- a) the Account Opening Form or ISA/JISA Application Form
- b) any additional signed documents we require
- c) and any information on our charges, commissions and interest rates

shall form a written legal agreement between you and us and set out the basis on which we will provide our services.

For new clients these Terms will become effective on the date on which we receive your fully-completed Account Opening Form or ISA/JISA Application Form. You confirm that you have authority to enter into these Terms and that the information you have provided is complete, accurate and up-to-date.

## 2.2 Cancelling the Agreement

The right to cancel does not apply to existing clients.

If you enter into this Agreement “at a distance” (without having face-to-face contact with us) you may have the right to cancel the Agreement within ten Business Days from the date on which you receive these Terms (the cancellation period).

Cancellation rights apply to individuals, including individuals holding joint accounts, but not to trusts, companies, charities or investment clubs.

If you exercise your cancellation rights, this will apply to the entire agreement and all services provided by us under the agreement. You must notify us in writing if you do not wish any specific fund or account (such as an ISA) to be cancelled, as you may lose benefits (including tax benefits) which, once lost, cannot be restored. If you wish any fund or account to be transferred rather than cancelled please provide us with details in writing.

If investment management and/or dealing services have been undertaken by us before the expiry of the cancellation period, you agree that these have been done at your request.

You may cancel these Terms at any time during the cancellation period. However, if any transactions have been carried out during the cancellation period, you will not have the right to cancel those transactions and you will be liable for any costs arising from them.

Separate cancellation rules apply to ISAs/JISAs. Please refer to clause 3.2 and 4.3 for further information.

To exercise your right to cancel a distance contract you must write to your BRI advisor or to the Compliance Director, BRI House, Elm Court, Meriden Business Park, Coventry CV5 9RL and notify us of your cancellation.

If you do not exercise your right to cancel we will provide the agreed services until our relationship is terminated in accordance with these Terms.

## 2.3 Services We Provide

Your portfolio can be managed as a traditional stand-alone account or within the following types of investment wrapper:

- Individual Savings Accounts (ISAs)
- Junior Individual Savings Accounts (JISAs)
- Self-Invested Personal Pension Schemes (SIPPs)
- Small Self-Administered Schemes (SSASs)
- Personalised Offshore Investment Bonds
- Personalised Onshore Investment Bonds

A BRI advisor will discuss with you which type of investment wrapper (if any) is most appropriate. Please ensure that this is indicated on the Account Opening Form or ISA/JISA Application Form.

We offer the following management services:

### a) Discretionary Management Service

We will manage for you on a discretionary basis the portfolio of cash and investments held by us and if you wish we may also advise you about your other stockmarket investments not held by us.

Advice may be given to you at your request and may be given orally or in writing. Subject to agreeing with you and complying with your general investment strategy, we shall have full authority at our discretion without prior reference to you to enter into any kind of transaction or arrangement for your account in or relating to the investments, subject to these Terms.

OR:

### b) Advisory Management Service

We will manage for you on an advisory basis the portfolio of cash and investments held by us and if you wish we may also advise you about your other stockmarket investments not held by us.

Advice may be given to you at your request and may be given orally or in writing. Subject to agreeing with you and complying with your general investment strategy, we shall have your authority to advise you to enter into any transaction or arrangement in or relating to the investments, subject to these Terms.

Where we give you investment advice, you will have final responsibility for the decision as to whether or not to act upon that advice.

As part of the advisory service we will carry out on-going monitoring of your portfolio and review its suitability in light of your attitude to risk and Investment Objective.

OR:

### c) Execution-Only Dealing Service

We will deal for you on an execution-only basis, on your instructions and at your risk, in respect of investments, subject to these Terms. We will not advise you on the merits of the transaction and we are not obliged to ensure that the transaction is suitable for you.

Where execution-only services relate to a complex instrument (for example, a warrant or a structured UCITS fund) we shall owe you a duty under FCA rules to assess the appropriateness of the transaction by reference to your experience, knowledge and understanding of the risks involved.

If we consider, on the basis of the information we hold about you, that the execution-only transaction is not appropriate for you, we will warn you about this.

Notwithstanding that warning, if you ask us to proceed with the transaction and we execute the transaction for you, you shall be solely responsible for that decision.

## 2.4 Limitations in respect of our services

You should note the following limitations regarding the scope of services we provide under this agreement:

We will not provide any services relating to direct investment in futures, options or contracts for differences involving margin.

We will not provide any facility for stop loss trading (in broad terms, a facility which requires an investment to be sold when it reaches a certain price or falls by a certain percentage and which is designed to limit an investor's loss on an investment position). We will not provide such a service in relation to individual investments, a fund, or your portfolio as a whole.

We will not sell investments on your behalf if we know that this will result in you having a short position. A short position arises where a person has contracted to sell investments which he does not currently own.

## 2.5 Risk-Based Portfolio Strategy

Through careful consideration of your financial situation, your investment requirements and goals, capacity for loss and willingness to bear investment risk, we will recommend a risk-based portfolio strategy that best matches those needs.

We will manage your account on the basis of the strategy agreed with you or as varied from time to time with your agreement.

Each risk-based strategy will comprise a different composition of investments. This composition will be detailed in the Investment Guidance Notes document and will be explained by your BRI advisor.

At all times your portfolio's selected strategy will apply to your portfolio as a whole (i.e. the overall objectives and risk presented by your entire portfolio will be considered and not the objectives and risk attaching to individual investments contained in the portfolio).

If your attitude to risk, investment objectives or investment restrictions change, and you wish to amend them, you should notify us as soon as possible.

## 2.6 Restrictions

If you wish any investment limits or restrictions to apply, please set them out on the Account Opening Form, ISA/JISA Application Form or Risk Questionnaire. You may vary them from time to time by agreement with us. If you do not indicate any restrictions, we will assume that there are none.

You should be aware that it may not be possible to comply with your investment restrictions where we deal in collective investment schemes, as we may not always know the underlying holdings of the scheme.

Where you place investment restrictions on your portfolio you should note that this might reduce the likelihood of your overall portfolio meeting your attitude to risk and investment objectives, and this may also affect investment performance.

## 2.7 Suitability

In providing either a discretionary or advisory management service or giving investment advice to you, we are required by the FCA to obtain the necessary information from you regarding your knowledge and experience in the investment field relevant to the specific type of investment or service provided to you, your financial situation, your willingness to bear investment loss and your investment objectives, in order to assess the suitability of our advice and of the transactions to be entered into by us on your behalf. If you fail to provide any necessary information requested by us, we will not be able to provide you with investment advice or enter into any transactions on your behalf.

Once your account is open we will also need to review the information we hold about you periodically to ensure it is still correct. It is important that you understand that it is your responsibility to notify us of any changes to your personal details, circumstances, risk profile and investment objectives.

We will contact you at least annually to complete an assessment of suitability. If we do not receive any response from you, we will assume that you wish us to continue to provide you with the services set out in these Terms and that your risk-based portfolio strategy and investment objectives remain suitable.

Notwithstanding the above if we decide at our absolute discretion that we no longer have up-to-date information to enable us to meet our obligations we may decide to continue the management of your portfolio on a reactive basis only, taking any action we deem necessary on a reasonable endeavours basis.

In the case of joint accounts or a group of two or more natural persons and other legal entities, the assessment of attitude to risk and knowledge and experience will be based on the information provided by the person nominated by the entity unless otherwise agreed by us.

If we execute transactions on your instructions where we have not advised you on that transaction, this will be on an execution-only basis. This means that we are not obliged to ensure that the transaction is suitable for you or be responsible thereafter for monitoring or advising on the on-going suitability of the investment.

You remain responsible for ensuring that any execution-only transactions are based on your own judgement and you have obtained appropriate information to enable you to make an independent assessment of each and every transaction.

In accepting responsibility for the merits or suitability of any advice, investment or transaction, we do so on the basis that we will exercise reasonable diligence, skill and care in the light of circumstances which are or should reasonably be known to us at the time.

## 2.8 Valuation and Composition of Portfolio and Reporting

If you wish us to take over the management of an existing portfolio or other investments held by you or elsewhere, we will confirm to you in writing the value and composition of your portfolio at the time we take it over.

Unless otherwise agreed with you or required by the regulations, we will report to you as follows:

### 2.8.1 Notification of Transactions and Statements

- a) If you opt for the Discretionary Managed Service we will arrange for you to receive a monthly summary of transactions carried out on your behalf. If you prefer to receive notification of transactions less frequently, please let us know. If you opt for the Advisory Managed or Execution-Only Service we will arrange for you to receive notification of transactions within one business day of the trade being carried out. Where the trade confirmation is received by us from a third party, we will send the confirmation no later than the business day following such receipt.
- b) Statements will show details of all sales and purchases effected for the account since the date of the previous statement (if any), together with details of income received and a statement of the value of money held as Client Money for you.

### 2.8.2 Valuation of your Portfolio

- a) If you opt for the Discretionary or Advisory Managed Service, we will provide you with a valuation of your portfolio and other related information on a quarterly basis which will include a measure of performance and relevant benchmark(s) for comparison purposes.

If your portfolio includes contingent liability transaction, we will provide you with a valuation of your portfolio monthly.

The report will advise on the basis of valuation. This will normally be closing mid-price for equities, government and other securities and closing bid price for unit trusts and offshore funds.

We shall use any other method of valuation we deem fair and appropriate in light of the investment. If the valuation date falls on a non-business day, the price quoted will be those as at the close of business on the last business day before the valuation date.

Where we provide you with a Discretionary Managed Service we will notify you where the overall value of your portfolio falls by 10% or more from the date of your last portfolio valuation. Further falls of 10% from the last portfolio valuation will also be notified. Such notification shall be provided to you no later than the end of the next Business Day after the threshold is exceeded.

We will not normally provide a valuation to execution-only clients. Where we agree to provide a valuation to execution-only clients, this does not constitute portfolio management.

As part of our services to you, we may provide 'ad hoc' valuations when requested. Please note however that such valuations are not normally subject to the same quality control procedures that are applied to the more formal quarterly valuations. They should therefore be considered as indicative only.

Any inaccuracies in your transaction summaries, statements or valuation should be reported to us promptly, failing which we shall be entitled to treat them as conclusive.

## 2.9 Making an Investment or Additional Subscription

Both lump sum, ad hoc and regular savings are available and must be made using the appropriate form subject to minimum investment levels. These are currently:

- Initial: £10,000
- Ad hoc/regular subscriptions: £1,000 minimum\*

\*We will accept a lower minimum regular subscription to the BRI ISA/JISA. This will be a minimum of 1/12 of the annual stocks and shares ISA/JISA allowance.

BRI will accept payments in the following forms:

- a) personal cheque, including joint accounts;
- b) building society cheque with your name on it;
- c) transfer-in payment from another manager;
- d) payment issued from a Client Money account where the professional financial advisor is authorised to hold Client Money;
- e) wire payment or BACS provided this is from you, your spouse or legal partner.

Payments from other parties may be accepted subject to the appropriate anti-money laundering evidence. BRI reserves the right to refuse any payment where we determine insufficient details have been provided.

Additional subscriptions can be accepted on an ad hoc basis or set up to be sent at a specific time each month (usually 10th of the month). In addition to the account opening/application form, you will be responsible for ensuring that you complete the necessary standing order form and that this is sent to your bank.

We will not acknowledge each subsequent monthly payment. However, these details will be provided in the statements that are sent to you every quarter.

For discretionary clients and unless otherwise agreed with you, deals will be placed at our discretion in accordance with prevailing market conditions. Deals may be placed all at once or in tranches. In some cases we will phase the money into the market with a view to gaining a benefit from market timing and 'pound cost averaging' through buying at a range of entry points.

## 2.10 Incomplete applications

Where the application cannot be processed we will contact you to discuss the reason why. If we are unable to contact you for any reason whatsoever we may return the paperwork to you. We are not responsible for any loss, lack of investment performance or tax consequences caused by delays due to incomplete or inaccurate applications.

## 2.11 Transfers-in

Transfers-in to a BRI portfolio may be in cash and/or re-registration In-Specie subject to us being in a position to re-register and hold the existing investments. If we are unable to take particular investments we will contact you.

Re-registered investments may be sold by us and the resultant cash together with any other cash transferred in will be invested into investments which are consistent with your chosen attitude to risk and investment objective.

## 2.12 Corporate Action Instructions

Where corporate actions affect more than one holder we will allocate the investments so affected to particular clients in such fair and equitable manner as we consider reasonably appropriate.

### Advisory Management Service

For the Advisory Management Service, we will endeavour to obtain instructions from you before arranging to proceed in takeover situations, other offers, capital reorganisations or exercising conversion or subscription rights on your behalf.

Provided we receive your instructions within the time stated by us, we will act in accordance with any such instructions. If we are unable to obtain instructions from you or we do not receive your instructions within the time stated by us we will be entitled to exercise our absolute discretion (but are not required to do so) in relation to the corporate events when it appears in our judgement to be advantageous to you to do so.

Where you do not provide instructions within the time limit we will usually accept either the company's or our own default option. Such decisions will be taken based upon the circumstances prevailing at the time.

Where you fail to provide instructions (whether on a timely basis or at all) we will not be liable for any costs, expenses, loss, damage or liability suffered or incurred as a result of action taken or not taken by us in good faith.

## 2.13 Joint Accounts, Trusts, Companies, Charities, Pensions and Investment Clubs (Notices and Communications)

We will send notices and communications to the nominated individual or trustee. You can also ask us to send copies of notices and communications to other named individuals.

## 2.14 Joint Accounts (Account Opening and Instructions)

We require all joint account holders to sign the Account Opening Form. However, once the account is open you agree that each joint holder has full authority on behalf of the other(s) to give or receive instructions regarding the account and these instructions will bind all other account holders.

Where we receive conflicting instructions from two or more joint account holders we may act on the instructions received first and not on conflicting instructions received later.

You are advised to consider your tax position before setting up a joint account.

## 2.15 Joint Account (In the Event of Death)

If you open a joint account this will usually be as joint tenancy. This means that on death of either or any joint holder to this Agreement, the entire interest in the account shall be vested in the surviving joint holder(s). If you would like to operate your joint account as a tenancy in common – whereby the assets belonging to the deceased person are passed to their estate and not to the surviving joint holder(s) – please contact us and we will arrange for this to be put in a supplementary agreement.

## 2.16 Trusts, Companies, Charities, Pensions and Investment Clubs (Account Opening and Instructions)

We will usually expect all relevant individuals to sign the Account Opening Form unless you provide us with documentary evidence of their delegated authority to open the account. Once the account is open you can nominate a person or persons who have full authority on behalf of the other(s) to give or receive instructions regarding the account.

In the case of a Company, we require a board resolution authorising the opening of the account along with an authorised signatory list and specifying the Director(s) authorised to enter into this agreement on behalf of the Company.

Obligations under the Agreement are joint and several and instructions from the nominated account signatories will bind all account holders.

## 2.17 Trusts, Companies, Charities, Pensions and Investment Clubs (Resignation or Death)

You must notify us of the resignation, or appointment of a new of account holder. When a new account holder is appointed, he or she will not normally be expected to sign the Account Opening Form but nonetheless will be bound by these Terms. It is your responsibility to make a new account holder aware of these Terms and that they are bound by them.

## 2.18 Trusts (Investment Policy Statement)

Where there is a requirement under the terms of the Trustee Act 2000 to provide an Investment Policy Statement and where a separate Investment Policy Statement has not been provided, the following wording constitutes a “policy statement” within the meaning of Section 15 (2) of the Trustee Act 2000 and is given by the signatories in compliance with their obligations hereunder. This Investment Policy Statement shall come into force on the trustees signing the Agreement declaration.

This Investment Policy Statement provides guidance as to how the asset management functions delegated to BRI Wealth Management plc by the trustees should be exercised. It has been formulated with a view to ensuring that the asset management function will be exercised in the best interests of the trust.

*The trustees intend that the real value of the trust assets is maintained and enhanced over the long term by investment in a portfolio comprising investments such as shares in companies quoted on a recognised stock exchange, collective investment schemes, common investment funds, fixed interest securities, other securities and cash.*

*In order to meet these objectives, the trustees have appointed BRI Wealth Management plc as their agent to manage the investments of the trust on the basis of the investment criteria as agreed and varied from time to time. The proportions invested in shares in companies quoted on a recognised stock exchange, in collective investment schemes, common investment funds, fixed interest securities, other securities and cash shall be reviewed with BRI Wealth Management plc or your other professional financial advisor from time to time to provide guidance on the on-going suitability of that element of the investment policy.*

*The trustees will regularly consider whether there is a need to revise this Investment Policy Statement and keep under review the arrangements under which BRI Wealth Management plc acts as the trustees’ agent.*

## 2.19 Cash Deposits and Interest

Uninvested cash will be deposited, subject to the relevant Client Money Rules of the FCA, at one or more approved banks. We will hold such money in pooled client accounts at a number of UK banks. For the avoidance of doubt, all such accounts should be considered as a single pooled client account.

If appropriate, Client Money may be held in a client bank account outside the United Kingdom and in a currency other than Sterling. Where we hold Client Money with an approved bank outside the UK, the legal and regulatory regime applying to the approved bank may be different from that of the UK and, in the event of a failure of the bank, your uninvested cash may be treated in a different manner from that which would apply if the uninvested cash was held by a bank in the UK.

We reserve the right to place Client Money on a term or notice deposit with an approved bank in accordance with the maximum notice period or unbreakable term as permitted by the FCA. Client money held on notice periods or unbreakable terms are subject to certain risks. For example, we will not be able to withdraw client money in response to market information concerning a bank. In addition, in the event of our failure, client money cannot be returned to clients or transferred to another provider until the end of the notice period or unbreakable term.

You authorise us to allow another person, such as a bank, stockbroker, custodian, clearing house, intermediate broker or an exchange to hold or control your Client Money for the purpose of a transaction.

We shall take reasonable care in the selection, appointment and periodic review of any bank or other person, however, we shall not be liable in the event of any default of an approved bank or other person reasonably relied upon by us. We cannot ensure that you would not lose any money if the approved bank or other person enters administration, liquidation or similar procedure. If the approved bank or other person is unable to repay all of its creditors, your Client Money would be pooled with that of other clients with that entity and any shortfall would be borne by all clients of that pool proportionately. The likelihood of any shortfall may be affected by whose rights have priority upon insolvency and the operations of any compensation scheme.

In the event of our administration or insolvency, your money will be subject to the Client Money Rules, so you will be entitled to share in any distribution under the Client Money Rules.

## 2.20 Qualifying Money Market Fund

Where permitted by Regulatory Requirements you authorise us to place money in a qualifying money market fund (which is a type of Collective Investment Scheme which complies with Regulatory Requirements). As a result, your Client Money will be held in accordance with the Regulatory Requirements relating to the custody of assets. You must tell us if you do not want your money held this way.

## 2.21 Interest Paid to You

Unless otherwise agreed with you, any interest due to you will normally be paid twice yearly and credited to your account. Details of the rates paid to you will be notified in your periodic reports or on request. We may receive and retain interest on Client Money held for you in excess of the amount payable to you.

Where required by Applicable Law, we will deduct tax from interest and other payments due to you, unless you have provided appropriate evidence to enable us to make payments gross.

Interest balances of less than £2 will not normally be credited to your account.

In the event that interest received or payable to you becomes a negative rate, we reserve the right to pass on the negative charge to you in full.

## 2.22 Interest Payable by You

If you default in paying an amount when it is due, interest will accrue at the rate of 3% per annum above base rate until such time as we receive full payment.

## 2.23 Unclaimed Balances

We may cease to treat as Client Money any balances allocated to you where those balances remain unclaimed provided that:

- a) There has been no movement on your balance for six years (other than charges, interest or similar items) and;
- b) We have written to you at your last known address informing you that the balance will no longer be treated as Client Money, giving you thirty days to make a claim.

You should note, however, that we undertake to make good any valid claim against balances that were released from being treated as Client Money, provided you can evidence your claim.

## 2.24 Custody of Investments

Investments which are purchased through or by us will be registered in your own name or in the name of a nominee company which is controlled by:

- a) us; or
- b) a third party custodian; or
- c) a recognised investment exchange.

All investments held by us on your behalf in our nominee account will be segregated from our own investments and will be undesignated and held in a pooled account together with investments of one or more of our other clients. BRI Nominees Limited is a wholly-owned subsidiary of BRI Wealth Management plc and is an associated company. We accordingly accept responsibility for all the obligations of BRI Nominees Limited arising out of this Agreement.

Investments held in BRI Nominees Limited are segregated from our own assets and cannot be used to meet any of the Company's own debts.

Where investments are held on your behalf with a third-party custodian, they will usually be held in a pooled account with other clients.

At all times you will remain the beneficial owner of the investments held by us or a third party custodian, and we will notify you of any income received in respect of investments held for you.

The record of such investments will be held by us electronically. Your entitlements may not be identifiable by separate certificates, other physical documents or equivalent electronic record of securities; and in the event of an irreconcilable shortfall following a default by us or by a custodian, you may not receive your full entitlement and investments may be shared by you on a pro rata basis with other clients.

Where any registrable investments are UK securities which have been and are eligible for trading in the CREST system, we may hold such investments in uncertificated form, and we are bound to comply with the requirements of that system.

Where your investments are held in a nominee account or with a custodian outside the UK, the legal and regulatory regime applying to the investments may differ from those that apply in the UK. Different practices for the separate identification and segregation of clients' investments may also apply and accordingly there may be a greater risk of loss in the event of a failure of any such nominee or custodian.

We will notify you of the assets that we hold for you at least annually.

Your investments, and documents relating to them, will not be lent to or deposited by way of collateral with third parties.

You must not use assets held by us as security for a loan without our prior written consent.

## 2.25 Certificated Investments

We will not normally sell investments held in certificated or material form without first arranging to register these into the name of a nominee company. This re-registration process can take some weeks to complete and you hereby warrant not to hold us liable for any financial loss caused by any such delay in acting on your instructions.

Where your investments are not held via a nominee company and we do agree to sell these without first registering them into a nominee company we may deal for an extended settlement period for which the price may not be as favourable.

If there is a delay or if we are unable to deliver your shares to the buyer by the settlement date for whatever reason, you will be liable for costs, charges or fines that may result. We also reserve the right to buy-back sale orders where all relevant and necessary documentation has not been received and the costs will be passed on to you. By virtue of holding your investments outside our nominee service you may also be subject to other delays or charges when dealing.

## 2.26 Shareholder Rights and Entitlements

Unless otherwise agreed with you, by virtue of holding investments in our nominee account or with a custodian, you will not receive shareholder report and accounts, shareholder concessions or the right to incentives, voting rights, and other material issued by the entities for which we or a third party are providing nominee facilities. We will exercise voting rights for you as we see fit unless you instruct us to the contrary.

If a company offers the choice of a cash dividend or scrip dividend (i.e. shares instead of cash) we will normally take the cash dividend, and we will not be responsible for informing you that a scrip dividend alternative exists.

Acting in the best interests of our clients as a whole, we may elect for income to be paid (at source) net

of local taxes. If we do so, as we operate a pooled nominee, and in order to manage costs, this will apply to you and all other clients regardless of your personal tax circumstances.

## 2.27 Transfers

In-specie transfers-in of units or shares can take a number of weeks to complete and our obligations in respect of such investments will not arise until the transfer-in has completed.

We may accept assets transferred in-specie at our absolute discretion to the account from third party managers or product providers provided they do not include investments which we are unable to manage or hold in safe custody. We reserve the right to reject assets transferred in-specie or ask the transferring manager to sell them and transfer cash instead.

## 2.28 Aggregating Orders and Price Averaging

We may combine an order to effect an investment transaction for you with those of our other clients, provided we believe on reasonable grounds that the aggregation will not operate to your disadvantage.

We may also allow brokers who deal on your behalf to combine investment transactions with their own and their clients' deals, subject to Regulatory Requirements.

Market conditions may not permit your aggregated order to be executed at once or in a single transaction. In such circumstances we may therefore execute it over such a period as we deem appropriate and we may report to you a volume-weighted average price.

In some circumstances aggregating your order may work to your disadvantage. We have in place an order allocation policy which is designed to ensure the fair allocation of aggregated orders with other clients. This is available on request.

## 2.29 Terms of Dealing

We will deal with all instructions in turn and in a timely manner.

We will use our reasonable endeavours to execute any order promptly, but in accepting your orders we do not represent or warrant that it will be possible to execute such order or execute it in its entirety or that execution will be possible according to your instructions.

We will carry out an order on your behalf only when we and the relevant market is open for dealings, and we shall deal with any instructions received outside market hours as soon as possible when we and that relevant market is next open for business (in accordance with the rules of that market). For dealings in some overseas markets we will agree with you under what terms we will accept instructions from you.

We accept no liability for the non-completion of or delay in completing any instruction given by you or accepted by us where this is caused by systems failure, market closure or other exceptional circumstances, including any instance where there is not a reasonable amount of time available to execute the order prior to the closure of the particular market or official valuation point.

Please be aware that the markets that we are prepared to deal on may be limited by our ability to settle or hold investments within those jurisdictions.

We have no obligation to accept or act on any dealing instruction.

### 2.30 Errors in quoted prices

Errors may occur in the prices of transactions quoted by us and we will not be bound by any contract which purports to have been made at a price which we can demonstrate was manifestly incorrect at the time of the transaction.

### 2.31 Takeover Code

In respect of any execution-only transactions you may carry out, you are responsible for complying with all notification requirements under Takeovers and Substantial Acquisition of Shares and Companies Act (2006) rules and legislation.

### 2.32 Underwriting

We will not commit you to any obligation to underwrite any issue or offer for sale of securities, nor will we include in your portfolio any securities for which an issue or offer for sale was underwritten, managed or arranged by the Company or an associate of the Company.

### 2.33 International Taxation Arrangements

If you or any other person connected with the account (for example if you are a trust, or your beneficiaries, settlors or trustees) are subject to tax or reporting in another country or jurisdiction we may be required by legislation to report on an on-going basis certain information about you and your accounts. This information will usually be passed to the tax authorities in the country or jurisdiction where you are subject to tax.

We will not be liable to you for any losses you may suffer as a result of complying with this legislation including where we make an incorrect determination as to whether or not you are subject to tax reporting obligations unless that loss is caused by our gross negligence or wilful default.

### 2.34 Our Liability to You

We accept liability for any loss to you resulting from our breach of this Agreement, but only to the extent it results from our negligence, wilful default or fraud.

We also accept liability for all the obligations of BRI Nominees Limited arising out of this Agreement.

For the avoidance of doubt, we will not be liable for:

- a) Any loss of opportunity whereby the value of any investment effected by us pursuant to this Agreement could have been increased or for any decline in the value of any such investment unless such loss or decline is the direct result of our wilful default, fraud, negligence or breach of the Agreement or that of any of our employees or directors.
- b) Any error of fact given or judgement made or any action lawfully taken or omitted to be taken by us pursuant to the Agreement unless such error or action is the direct result of our wilful default, fraud, negligence or breach of the Agreement or that of any of our employees or directors.

We warrant that professional indemnity insurance shall at all times operate in relation to cover for any wilful defaults, fraud, negligence or breach of the Agreement on our part.

### 2.35 Your Obligations to Us (Indemnity)

Except in so far as a claim or demand results from our breach of this Agreement, negligence, fraud or wilful default, you irrevocably and unconditionally agree to indemnify us and to keep us indemnified from and against any and all liabilities, obligations, actions, proceedings, costs, claims, losses, damages, penalties, demands, expenses and disbursements of any kind or nature whatsoever which we may incur or which may be instituted against us as a result of or in connection with anything done or properly omitted to be done pursuant to the terms of this Agreement.

Where any amounts are due to us on one account you agree that we may without reference to you satisfy that debt by transferring the amount owed from another account in your name or account where you are one of the joint holders. We will notify you if we have done this.

You agree that whenever you instruct us to buy, sell or hold investments:

- a) You are the beneficial or legal owner of the investments;
- b) You agree to grant us a first security charge over your cash and investments held by us as a continuing security for the discharge of all your obligations (including any charges, claims or costs) made or incurred by us under these Terms;

- c) No one else has or will have any rights in respect of the investments including rights to demand that they are transferred to settle amounts you owe; and
- d) You will not without our prior written agreement sell or give anyone else any rights over the investments while they are held by us.

You agree to notify us as soon as reasonably practicable in the event that you are unable to deliver, or anticipate a delay in delivering, any payments, share certificates or other documents necessary to settle any transaction.

To help prevent fraud and protect your information, accounts and assets, you must:

- a) Keep your security information secret at all times and not disclose it to anyone.
- b) Take all reasonable care to prevent unauthorised or fraudulent use of your security information by others.
- c) Contact us without undue delay if you know or suspect that someone knows your security information or is impersonating you.

### 2.36 You hereby confirm that:

- a) On the date these Terms come into effect you have reached the age of 18 years or over if you are a natural person and in any event have full capacity to enter into these Terms.
- b) Any information which you or other people authorised by you provide or have provided to us in respect of your financial position, domicile or other matters is accurate and not misleading in any material respect.
- c) You are willing and financially able to sustain a loss of funds.

### 2.37 Realising your Investments

Withdrawals that involve the disposal of investments or the rights attached to those investments may be effected by disposing of a marketable or whole number of such investments and rights. Upon receipt of your withdrawal instruction, we will aim to process the liquidation of investments sufficient to meet your request in a manner that will not disrupt the balance of investments held in your portfolio. You acknowledge that in the case of withdrawals which require investments to be sold, the value of the investment realised will be dependent upon prevailing market conditions and may be more, or less, than the value at which it was acquired.

We will normally deal with you as your agent and will normally sell your holdings at the prevailing market price at the time the withdrawal is actioned, in line with our Order Execution Policy (see clause 1.10 and Section 8 for details).

We will normally insist on withdrawal instructions being in writing but may at our absolute discretion accept these orally.

Where we receive acceptable instructions from you we will endeavour to dispose of investments within 5 business days following receipt. The time of sale will be determined by us. Should the proceeds raised not meet the withdrawal requirement, a further sale(s) may be undertaken to raise the shortfall.

### 2.38 Settlement of your Withdrawal Request

Due to various settlement timescales, dependent on the type of security (e.g. equities, ETFs, collectives, gilts or corporate bonds), the dispatch of withdrawal proceeds may take up to fifteen Business Days from the date of receipt of the withdrawal instruction. On occasions, as part of our security checks, we will endeavour to make contact with you prior to releasing a payment from your account. These security checks may involve a verification of your identity and confirmation of the validity of your instruction. This is for your protection and if we are unable to contact you we may not release the proceeds until this verification/validation has been completed. Should the payment of withdrawal proceeds be required by CHAPS or Telegraphic Transfer, a charge will be made.

### 2.39 Withdrawal Charges

Fees and charges are as outlined in our Schedule of Charges.

### 2.40 Cheques and Electronic Payments

We may make a payment to a third party on your behalf at your request; however, we will usually ask you to provide this instruction in writing, and we may decline to accept such instructions.

If you ask us to make a UK payment via BACS or CHAPS for the payment to be sent the same day it should be received by us no later than 12 noon (11.00 am for international payments). Payments received after this time will be deemed to be received by us on the next business day.

Under normal circumstances you may not revoke a payment instruction once it has been received by us. However, where you have asked us to make a payment on a future date, you can revoke a payment instruction up until the end of the last business day prior to the agreed date for payment.

Where practicable we will endeavour to cancel a payment instruction if you request us to do so; however, you accept that there is no commitment given by us that the payment transaction will be cancelled.

## 2.41 Exchange Rates

Where a payment transaction such as a credit transfer involves a currency conversion to be carried out, the exchange rate will be that offered by the relevant bank. Any costs incurred in relation to the currency conversion will be passed on to you.

## 2.42 Arrangements involving a third-party provider.

Where you are the beneficiary or policyholder in respect of a portfolio which is legally owned by a third-party provider (e.g. SIPP or Offshore Bond provider) we may also be bound under a contractual agreement with the third-party provider. In some circumstances the Terms that we have agreed with a third-party may take precedence over the Terms of our agreement with you.

In particular the third-party Terms may:

- a) instruct us to act without reference to you
- b) prevent us from accepting or paying monies or assets directly from/to you
- c) place restrictions on the investments permitted within the portfolio

In such circumstances:

- a) custody, dealing and settlement services are provided directly to your third-party provider
- b) your eligibility for, and access to, compensation under the FSCS may be different. You should consult your third-party provider for details of the compensation arrangements that apply to their product

## 2.43 Termination

You are entitled to terminate these arrangements by giving us immediate written notice, as may we by giving you immediate written notice.

No penalty will become due from either you or us in respect of the termination of these arrangements; however, we may require you to pay a management fee for the whole of the period in which termination takes place as referred to in the Schedule of Charges, together with charges for transferring your investments to your new manager or other party and any additional expenses that we necessarily incur on termination of the Agreement.

The termination of these arrangements will not affect any outstanding order or transaction or any legal right or obligation which may have already arisen.

If you ask us to terminate this Agreement we will cease managing the investments within your portfolio but we will continue to administer it until it has been closed. If you ask us to transfer your portfolio to you or another manager this may take a number of weeks to complete.

We may, during the transfer process, accept dealing or corporate action instructions from you or your new manager on an execution-only basis. We are not responsible for losses arising as a result of us not managing your investments during the transfer process or of us accepting such instructions.

Dividends and interest may accrue for some time after you have asked us to close or transfer your portfolio (this may be up to 12 months). These additional sums will be sent to you or your new manager periodically.

We retain the right to close any account which has remained inactive or dormant for a period of more than twelve months without prior reference to you.

In respect of personal account holders, your death will not terminate this Agreement until we receive notice of it.

We may also freeze any accounts without giving notice in advance if we reasonably believe that you have materially or persistently broken any terms of the agreement or where you put us in a position where we might break a law, regulation, code or other duty or where you have become bankrupt or insolvent.

## 2.44 In the Event of Death

We will continue to manage your portfolio until we are notified of your death.

From the date we receive notification of your death (we will usually require a registrar's copy Death Certificate) we will place your account 'on hold' and we will cease dealing on your account until a Grant of Probate has been issued and we have been instructed by your legal Personal Representatives. During this time we will continue to administer your account for the benefit of your estate and we may in our absolute discretion (but are not obliged to) take action in respect of corporate actions such as takeovers where we believe it to be in the best interests of your estate. We are not responsible for losses or other adverse consequences of our inability to manage your portfolio during the period between your death and the receipt of a certified copy of the Grant of Probate or Letters of Administration and instructions from your legal Personal Representatives.

Unless agreed otherwise, on the death of either or any joint holder to this Agreement, the entire interest in the account shall be vested in the surviving joint holder(s) on the same terms as set out in this Agreement before death (see clause 2.15).

If we have received a death certificate, but before the grant of probate, we may (but will not be obliged to) act on an instruction on behalf of your estate if we are satisfied that the instruction has come from an appropriate person (for example, an executor or solicitor acting on behalf of the estate).

For example, we may agree that assets can be sold before the grant of probate for the purpose of payment of inheritance tax. Funds will normally only be released for the payment of inheritance tax.

## 2.45 Our Charges

Full details of our charges are set out in the Schedule of Charges that accompanies these Terms. Changes to our Schedule of Charges will be notified to you in writing.

Where required by Applicable Law, we will, in good time before the provision of services to you inform you of all costs and charges relating to:

- the services we will provide to you;
- any financial instrument we recommend or market to you; and
- any third-party payments we receive in connection with the services that we provide to you

Where we recommend or market the services provided by another firm to you, we will, where required by Applicable Law, aggregate the costs and charges of the services provided by the other firm and disclose these to you, together with the costs and charges relating to the services we will provide to you.

Where we have or have had an on-going relationship with you during the year we will also provide you with an annual summary of the costs and charges that you have incurred.

You may request a breakdown of the costs or charges applicable to you at any time. If you would like to receive such a breakdown you can do so by contacting your usual BRI advisor.

Our annual fee will be calculated on a monthly basis but charged quarterly in arrears based on the value of the portfolio as at the last business day of each month.

Commission or Transaction Charges may also be charged at the time of the transaction.

You should note that there may be other costs, including taxes, which you incur in connection with investments that are not paid via us or imposed by us.

Where Regulatory requirements allow, we may share dealing charges and/or fees with a connected person or other third parties, or receive or retain rebates, commissions or other benefits relating to certain categories of investments (for example, Collective Investment Schemes or structured products) that we recommend or purchase in providing our services, and you consent to us retaining commissions, rebates or other benefits. Details of any such remuneration or sharing arrangements will be disclosed to you if applicable.

You agree to pay our charges from the date we commence receiving the assets which will contribute to your portfolio, regardless of whether all of the assets have been received.

## 2.46 Market Abuse and Insider Dealing

You agree that you will not, by deliberate or negligent act or omission, commit market abuse (as defined in section 118 of the Financial Services Markets Act 2000) or insider dealing (as defined in part V of the Criminal Justice Act 1993). Market abuse is a civil offence for which you can be prosecuted and ordered to pay an unlimited fine. Insider dealing is a criminal offence for which you can be prosecuted, fined and imprisoned.

## 2.47 Default

If you default on an obligation, for example failing to pay any amount due to us in settlement of any transaction by the due date, we may at our discretion at any time and without notice close out any investment position held by us for you or realise any securities deposited with us. Any costs associated with this action will be borne by you. If thereafter there is a positive balance in your favour this will be sent to you with a statement showing how the balance was arrived at.

## 3. Individual Savings Accounts (ISAs)

If you hold a BRI ISA you can choose whichever of our different levels of investment service you prefer: discretionary management, advisory management or execution-only dealing.

Most typically, clients choose the same level of service and risk-based strategy for their ISAs as for their main portfolio or investments. These ISA terms should be read in conjunction with all sections of these terms and conditions except for Sections 4 and 5.

### 3.1 ISA Eligibility

You are eligible to open an ISA if you are:

- a) resident in the UK; and
- b) aged 18 or over.

You may also be eligible to open an ISA if you are a Crown employee working outside of the UK and are being paid out of UK public revenue or you are married to, or in a civil partnership with, such a person.

We reserve the right to ask you to provide proof of your status and eligibility for an ISA before we accept your application.

You cannot open an ISA jointly with anyone else. You can only subscribe to one Stocks and Shares ISA each tax year.

You must write to us immediately if you are no longer eligible for an ISA. In this case, your ISA will remain open but no further subscriptions will be able to be made to it.

### 3.2 ISA Cancellation Rights

Where you decide to open an ISA, or transfer an ISA, and this was arranged on a face-to-face basis (as opposed to at a distance) you have a right to withdraw from the ISA within ten Business Days from the date we receive your signed Application Form. If you would like to exercise your withdrawal rights, please write to us before the end of the withdrawal period, at the address detailed on page 7.

### 3.3 ISA Subscriptions

Subscriptions by you to the ISA may not exceed the maximum subscription limit permitted by the prevailing ISA Regulations in any tax year. Please ask us if you do not know what this limit is.

If you sign a continuous ISA Application Form your application to subscribe will remain valid for subscriptions made in the subsequent tax years and we will not require you to sign another ISA Application Form unless there is a break in your contributions for a full tax year or more or if you indicate that you want your ISA form to remain valid for a single tax year only. If you sign an ISA Application Form which permits subscriptions in subsequent tax years we will contact you prior to subscribing to your ISA each tax year.

Once you have made a subscription to a BRI Stocks and Shares ISA you will not be able to subscribe to another Stocks and Shares ISA in the same tax year you make this subscription.

It will be your responsibility to make sure that your ISA contributions do not exceed the annual limit.

### 3.4 Void ISAs

We will notify you if your ISA has, or will, become void because of any failure on our or your part to satisfy the ISA regulations. If an ISA is made void, you may lose part or all of your tax exemption.

### 3.5 ISA Transfers

Subscriptions to a Stocks and Shares ISA can be transferred to a Cash ISA and/or another Stocks and Shares ISA.

You can ask us to transfer:

- a) any ISA you hold with another ISA manager to us; and
- b) all of your current year's ISA, and all or part of your previous years' ISAs held with us, to another ISA manager.

You must complete a transfer application form when requesting a transfer.

If you ask us to take over the management of an ISA held by another manager it may not be possible to transfer your ISA investments In-Specie. Where this is the case we reserve the right to transfer your investments in cash. We may also decline to accept particular investments, and instead ask your previous manager to realise such investments and transfer cash to us.

#### **Transferring all or part of your ISA held with us to another ISA manager**

You need to contact and make the necessary arrangements with your new ISA manager in accordance with its requirements. The new ISA manager will then contact us to arrange for the transfer.

You may advise us of the date by which you wish the transfer to have taken place, and we will endeavour to complete it within that time but will not be liable for any losses arising in the event that the transfer is delayed. The ISA Regulations allow us up to 30 calendar days to complete an ISA transfer.

### 3.6 Additional Permitted Subscription

An Additional Permitted Subscription is an additional subscription which you can apply to make into an ISA following the death of your spouse or civil partner. The Additional Permitted Subscription will not count towards your annual ISA subscription limit.

### 3.7 ISA Flexibility – Payments into and out of the account

Our ISA is a flexible ISA which means that you can withdraw cash and pay it back in the same tax year without it counting towards your annual ISA subscription.

A limited number of withdrawals will be permitted via the BRI Stocks and Shares ISA. If it is your intention to repay a withdrawal of cash please discuss this with your BRI advisor.

### 3.8 Shareholder Entitlement

On payment of a fee, you may make a written request to:

- a) receive annual reports and accounts of companies in which you have an investment;
- b) attend and vote at company meetings;
- c) exercise voting rights in respect of shares or units by way of proxy of the nominee; and
- d) receive other information supplied to shareholders.

### 3.9 Interest

Interest received on cash held within an ISA is credited and retained gross.

### 3.10 ISA Regulations

Your ISA investment will be, and must remain in, your beneficial ownership and must not be used for a loan, except as permitted by HMRC and with our prior written consent.

If you instruct us to take any action which might, if carried out, reduce or extinguish the benefits of the ISA, you accept the personal consequences of these instructions. We reserve the right not to comply with such instructions where we reasonably believe that your instructions will result in your disadvantage. In such cases we will make reasonable efforts to contact you but, for the avoidance of doubt, we shall have no liability to you where we fail to act on your instructions.

## 4. Junior Individual Savings Accounts (JISAs)

If you hold a BRI JISA you can choose whichever of our different levels of investment service you prefer: discretionary management, advisory management or execution-only dealing.

Most typically, clients choose the same level of service and risk-based strategy for their JISAs as for their main portfolio or investments. These JISA terms should be read in conjunction with all sections except for Sections 3 and 5.

### 4.1 JISA Eligibility

A Junior ISA is only available to children under the age of 18 who are resident in the UK. It is not possible to hold both a Junior ISA and a Child Trust Fund (CTF). Parents or guardians can open the Junior ISA and manage the account but the money belongs to the child and the investment is locked away until the child reaches 18 years old.

### 4.2 JISA Account Opening

A JISA Application may be made by a Registered Contact on behalf of an Eligible Child, or by an Eligible Child who has attained the age of 16 years.

### 4.3 JISA Cancellation Rights

A JISA Application may be cancelled by the Registered Contact within ten Business Days from the date we receive it by writing to us at the address noted on page 7. HMRC will treat the position as if no subscription to a JISA had been made. We will return the subscription to the Registered Contact, after deducting our charges.

### 4.4 JISA Subscriptions

Subscriptions by you to the JISA may not exceed the maximum subscription limit permitted by the prevailing JISA Regulations in any tax year. Please ask us if you do not know what this limit is.

If you sign a JISA Application Form your application to subscribe will remain valid for subscriptions made in future tax years and you will not need to complete a new Application Form for the life of the account, i.e. until the child becomes 18, becomes terminally ill or dies.

It will be your responsibility to make sure that your JISA contributions do not exceed the annual limit.

#### 4.5 Registered Contact

We shall only accept instructions concerning the management of the JISA from the Registered Contact, unless:

- a) we have accepted the Eligible Child's application to become the Registered Contact; or
- b) we have accepted a JISA Application made by an Eligible Child who has attained the age of 16 years; or
- c) we have become aware that the Registered Contact no longer has parental responsibility in relation to the Eligible Child.

We shall consider an application for a change of the identity of the Registered Contact without receiving the consent of the existing Registered Contact in circumstances where:

- a) the applicant is the Eligible Child making an application to become the Registered Contact;
- b) we have received evidence of the death or incapacity of the existing Registered Contact;
- c) despite reasonable efforts having been made by us to contact the Registered Contact, that person cannot be contacted;
- d) the applicant is the adopter or has been appointed as a guardian or special guardian of the Eligible Child;
- e) we are bound to follow the direction of a Court order; or
- f) a Court order, under which the Registered Contact has parental responsibility, is brought to an end.

The authority of the Registered Contact in relation to the JISA shall cease on the earlier of:

- a) the Eligible Child's 18th birthday; or
- b) the Eligible Child becoming the Registered Contact; or
- c) we become aware that the Registered Contact ceases to have parental responsibility for the Eligible Child, in which case we shall decline further instructions from such Registered Contact until we have accepted an application for a change of Registered Contact.

#### 4.6 Eligible Child

Except where the JISA Regulations apply, we may consider an application by the Eligible Child to become the Registered Contact at any time once attaining the age of 16 years but before attaining the age of 18. We may contact the Registered Contact and/or the Eligible Child in this respect at or around such time.

#### 4.7 Administration of the JISA

We will only provide our services where the JISA comprises a Stocks and Shares JISA.

The JISA Investments will be held in the beneficial ownership of the Eligible Child.

Contract notes, statements of account, valuations and reports applicable to the JISA shall be issued to the Registered Contact until such time as the Eligible Child reaches 18 years, unless:

- a) we accept the Eligible Child's application to become the Registered Contact; or
- b) we have accepted a JISA Application made by an Eligible Child, in which case they will be issued to the Eligible Child.

In the event that any person or organisation other than the Eligible Child or Registered Contact makes a subscription to the JISA:

- a) it is the responsibility of the Registered Contact to advise such donor that its subscription is a gift to the Eligible Child and cannot be recovered;
- b) we will be under no obligation to record the identity of such donor, or to advise the Registered Contact of this fact. However, we may do so if required by the JISA Regulations or other legislation; and
- c) we may refuse to accept any such subscription in circumstances where we reasonably believe that acceptance may result in the JISA becoming void under the JISA Regulations or we are prevented from doing so by other rules or regulations such as anti-money laundering requirements.

You may make subscriptions up to but not more than HMRC limits for Stocks and Shares JISAs in any tax year.

#### 4.8 Void JISAs

We will notify the Registered Contact if, by reason of any failure to satisfy the JISA Regulations, the JISA has or will become void for tax purposes. We shall take corrective action where allowed by the JISA Regulations or, on instruction from HMRC, will void the JISA in other cases (for example, where the Eligible Child had another JISA of the same type).

#### 4.9 JISA Transfers and Withdrawals

No withdrawals from the JISA shall be permitted until the Eligible Child reaches the age of 18 years unless:

- a) such a withdrawal is for the purpose of settling our charges and other incidental expenses pursuant to these terms and conditions;
- b) we have received evidence of the death of the Eligible Child; or
- c) the Eligible Child is terminally ill. Subject to the definitions and conditions of the JISA Regulations in this regard, the JISA will be closed upon receipt of the prescribed documentation and the proceeds paid to the Registered Contact.

On the Eligible Child attaining the age of 18, the JISA will automatically cease to be a JISA. Unless we have been advised otherwise, we shall automatically transfer the JISA Investments to our adult ISA. We shall advise the former Eligible Child of our standard ISA charges and these shall be applied to the account until the former Eligible Child instructs us to close the account, or on the receipt of such documentation as we may require to transfer it to another ISA Manager. After settlement of our charges, we shall either pay the proceeds to the former Eligible Child, or transfer the former JISA Investments as appropriate.

In the event that we do not receive any instruction or documentation we shall suspend the former JISA and no action shall be taken in respect of the former JISA (including in relation to its management), and we shall not be liable for any investment or other losses arising as a result of our failure to administer or manage the former JISA during such suspension.

#### 4.10 Shareholder Entitlement

On payment of a fee, you may make a written request to:

- a) receive annual reports and accounts of companies which you have an investment in;
- b) attend and vote at company meetings;
- c) exercise voting rights in respect of shares or units by way of proxy of the nominee; and
- d) receive other information supplied to shareholders.

#### 4.11 JISA Regulations

Your JISA will be administered in accordance with the JISA Regulations, which take precedence over these Terms and Conditions.

The investments held in your JISA must be, and must remain, in the beneficial ownership of the Eligible Child at all times and must not be used as security for a loan.

## 5. Financial Planning Terms and Conditions

The Terms apply to our financial planning services and should be read in conjunction with our brochure and Letter of Engagement which have also been provided to you. These Terms together with your Letter of Engagement (and in the case of some services we provide, any additional signed documentation we require) constitute the legal contract between us. If there is something you do not understand, please ask us to explain it.

### 5.1 Our Services

Our permitted business is advising on and arranging pensions, savings and investment products and non-investment insurance contracts. The services we have agreed to provide and the cost of those services are detailed in the Letter of Engagement and Financial Planning Report.

Any products we have arranged for you will only be kept under review as part of an on-going service for which you have agreed to pay.

On-going services can be cancelled at any time by informing us in writing (see Section 5.5 – Cancellation Rights) but we reserve the right to charge you for services provided before you cancel.

### 5.2 Our Recommendations and Advice Status

Before providing advice we will assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you do not want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. Our advice may therefore be different from the advice we would have given had you not instructed us to exclude that area of financial planning.

Our advice will be specific to your circumstances and intentions at the point of issue. The advice should not be relied upon and nor will it be suitable for a different use at a different time, in different circumstances or to achieve other aims, or for the use of others.

As relevant rules and legislation are subject to change, you should ask us to review any advice previously given if a transaction is delayed or is to be repeated, or if an apparently similar transaction is to be undertaken.

Any advice we give you will normally be in writing, but if given orally will be recorded on your file. Details of your objectives will be included in a suitability report which will be issued to confirm our recommendations. Our advice shall be provided to you on the understanding that there shall be no restriction on the types of investment we may advise you on or arrange transactions in for you, nor shall there be any restriction on the markets on which such transactions may be carried out unless you notify us in writing of any such restrictions.

We are authorised to provide advice on all Retail Investment Products (RIPS), including but not exclusive to life cover, pensions, and investments in collective investment schemes, individual savings accounts, structured products and other investments. We are classed as providing restricted advice because when investment management services are suitable we will usually recommend our in-house solution, however for non-investment management services, we will establish your needs and objectives, then conduct a review of the wider financial planning market and recommend a solution, bearing in mind your best interests.

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. The Financial Services Compensation Scheme does not apply to any of these products.

We will confirm any recommendation we make in writing along with details of any special risks that may be associated with the products or investment strategies we have recommended.

Our services will be directed towards achieving investment objectives specified by you from time to time, and our understanding of these will be clearly stated in our correspondence with you at the time those services are provided. We will communicate with you in English and wherever possible jargon free and plain English.

Where our advice results in portfolio management services being recommended, please refer to Section 2 of these Terms and Conditions.

### 5.3 Client Assets

Except where we manage a portfolio for you using our in-house investment management services, your assets will usually be registered in your name or if you agree in the name of a third-party custodian.

Where you engage with us in a financial planning capacity only, we will not handle Client Money and any payment must be made payable to the relevant financial institution or insurance company.

Where investments are registered in your own name, we will forward all documents showing ownership of your investments as soon as

practicable after we receive them. Where a number of documents relating to a series of transactions are involved, we shall normally hold each document until the series is complete, and then forward them to you. During the period we are holding the documents, they will be kept securely in our offices.

### 5.4 Use of external Discretionary Fund Managers – Client or Agent

In some circumstances we may need to act as your ‘Agent’ in relation to investments held by external discretionary fund managers (DFMs). This means that you won’t have a direct contractual relationship with the DFM and the DFM will instead treat us as its client. Before setting up this type of arrangement we will explain the implications to you.

### 5.5 Cancellation Rights

Full details of the financial products we recommend to you will be provided in the relevant information you receive. This will include information about your product cancellation rights and other early termination rights or penalties.

If you cancel a product or 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 or contract.

## Provision of Advisory Planning Services

### 5.6 Full Financial Review

Where a full financial review is to be undertaken, the advice process will consider your full range of needs, including debt and protection.

As a first step, we will need to obtain complete and up-to-date information about your personal circumstances and your financial investment objectives. We will make this task easier by providing information forms for you to complete either with our assistance or by yourself, with the information reviewed at our meeting.

Once all your information is assembled, we will analyse your present financial situation. The analysis could include a review of your assets and liabilities; your current and projected income; your current insurance arrangements; your retirement provision; your investments; and your inheritance tax liabilities, in line with your requirements as detailed in the Letter of Engagement.

Please note that any products we have arranged for you will only be kept under review as part of an agreed on-going service for which you agree to pay. Any on-going service will be agreed with you in writing. We may contact you in the future

(by telephone, email or post) should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you.

## 5.7 Focused Advice

If you specifically instruct us that you do not wish to discuss a particular area or areas of financial advice, and those area(s) should not form part of the advice given, this will be considered to be focussed advice. In which case, the standard advice process stages above will be followed but specifically excluding the requested area(s). You must be aware that if you limit the information provided or the scope of advice you want, this may detract from the completeness of the advice given, and that any information not disclosed could affect how appropriate that advice is to your circumstances.

## 5.8 No Advice/Execution-Only

The transactional service undertakes a transaction at your specific request and is processed on an execution-only basis. You will have made this decision yourself and we will not advise you as to its merits.

You will be provided with the relevant illustrations, product brochures and application form. We will not provide any advice on the product or its suitability for you. We will ask you to put your explicit instructions in writing.

We will not be liable for any loss arising from or other costs associated with such execution-only transactions.

## 5.9 On-Going Financial Planning Service

Where we agree to provide an on-going service this will usually include a regular review of your financial plans and on-going access to a financial planner. The exact terms of the on-going service will be agreed with you and set out in the Letter of Engagement.

## 5.10 Our Charges

All charges and fees will be disclosed to you. These will be disclosed in the Letter of Engagement before we undertake any work for you. Where we are unable to provide precise charges at the point we issue the Letter of Engagement, they will be confirmed in writing at a later date.

Our fees are mainly calculated on the value of the investment or the amount invested but they may be calculated as an hourly rate or as a fixed fee.

Where we work for you on a 'time cost basis', the number of hours we work on your behalf will be detailed and you will be notified on a regular basis, usually quarterly.

We will also let you know if there are any other costs that might arise from the services we provide.

In some circumstances, we may receive commission from a product provider in relation to a financial product we have arranged for you. If we are to be paid a commission, we will tell you the amount before we arrange the product for you.

Please note that if we arrange for you to effect a policy from which we receive commission and subsequently you cease to pay premiums which results in us refunding the commission which has been paid to us, we reserve the right to charge you a fee to recompense us for the time spent in advising you and arranging the policy (the amount and time frame of the commission which could be clawed back is dependent on the product chosen).

The relevant invoice may be sent to you at any time. Upon receipt of an invoice, payment will be required from you within ten Business Days.

For the avoidance of doubt, any cancellation provisions that relate to an investment product will not necessarily enable you to cancel the services set out in the Letter of Engagement and you may still be liable to pay our fees for financial advice even if you cancel an investment product in accordance with the cancellation terms of the product.

Where we recommend or market the services provided by another firm to you, we will, where required by Applicable Law, aggregate the costs and charges of the services provided by the other firm and disclose these to you together with the costs and charges relating to the services we provide to you.

Where we have or have had an on-going relationship with you during the year you will also be provided with an annual summary of the costs and charges that you have incurred.

You may request a breakdown of the costs or charges applicable to you at any time. If you would like to receive such a breakdown you can do so by contacting your usual Financial Planner.

There is a possibility that other costs, including taxes, related to transactions in connection with investments may be charged to you that are not paid via us or imposed by us.

## 5.11 Change of Agency

On completion of a request to transfer the agency of an individual product, we will accept responsibility for the provision of its services in relation to the product from the date on which the 'product provider' effects the change.

We accept no liability for advice given by third parties prior to the transfer date, and the Agreement lasts only whilst we remain the servicing agent. Similarly, where we transfer the agency of an individual product

to a third-party advisor, we will cease to be responsible for any ongoing service from the earlier of the date the transfer is requested and the date the third-party commences provision of its services.

This only applies to full transfers of agency, and not where an 'information only' letter has been provided but the servicing agent remains unchanged.

## 5.12 Valuations

When we have arranged investments on your behalf and you have engaged us to provide on-going advice on these investments you will normally get either direct from the product provider, or via ourselves, an annual statement showing the value of these investments.

We do not undertake and will not have any responsibility to automatically review the performance of these investments or advise you about your financial position when changes are made to any tax or other relevant regulations and legislation, unless we have agreed to this in writing.

At your request we are prepared to review any investments which we have arranged on your behalf on such terms as we may agree with you from time to time, and for which a fee may be levied (which will be communicated to you before such review commences).

## 5.13 Your Obligations to us (Indemnity)

Except in so far as a claim or demand results from our breach of this Agreement, negligence, fraud or wilful default, you irrevocably and unconditionally agree to indemnify us and to keep us indemnified from and against any and all liabilities, obligations, actions, proceedings, costs, claims, losses, damages, penalties, demands, expenses and disbursements of any kind or nature whatsoever which we may incur or which may be instituted against us as a result of or in connection with anything done or properly omitted to be done pursuant to the terms of this Agreement.

Where any amounts are due to us on one account you agree that we may without reference to you satisfy that debt by transferring the amount owed from another account in your name or account where you are one of the joint holders. We will notify you if we have done this.

## 5.14 Termination

You are entitled to terminate these arrangements by giving us written notice, as may we by giving you written notice. On termination, no penalty will become due; however, you will be liable for any outstanding fees together with any additional expenses that we necessarily incur on termination of the Agreement.

The termination of these arrangements will not affect any outstanding order or transaction or any legal right or obligation which may have already arisen.

Any charges relating to other continuing BRI services such as investment management will continue to be payable.

# 6. Risk Disclosures

## 6.1 Your Portfolio

The investments we manage or advise on may contain the following investments in varying proportions, and it is important that you understand not only the risks affecting investments generally, but also the various characteristics and risks associated with the different asset classes. We have therefore set out risks under two headings: "General Risks" and "Asset Class Specific Risks".

This notice cannot disclose all the risks and other significant aspects of the investments and products we may provide but is intended to give you information on and a warning of the risks associated with them so that you are reasonably able to understand the nature and risks of the specific types of investments being offered and, consequently, to take investment decisions on an informed basis.

You should not deal in financial instruments unless you understand the nature of the contract you will be entering into and the extent of the exposure to risk. You should also be satisfied that the contract is suitable for you in light of your circumstances and financial position. Please contact your BRI Advisor or other professional financial advisor if you require further clarification or explanation of any of the risks mentioned below.

## General Risks

### 6.2 Variability of Returns

Investment values can be affected by a wide range of unpredictable factors. As well as stock-specific factors, these include market supply and demand, investor perception and sentiment, sector and economic factors, geo-political developments, financial crises, or disease pandemics. These factors can affect whole markets as well as individual investments by varying amounts. Investors should therefore be aware that investment values and the income derived from them will go down as well as up.

### 6.3 Taxation

The levels and bases of taxation can change and the taxation benefits associated with a particular type of investment may be withdrawn by changes in legislation. The tax treatment of an investment for individual clients is relevant only to the specific circumstances of each client, and there is no guarantee that these rates and the basis for taxation might not change in the future,

which might lead to potential tax liabilities. Clients should therefore seek professional advice about the tax treatment of a particular investment product, and how their investments might affect their tax situation.

#### **6.4 ISAs/JISAs**

Any losses realised within an ISA/JISA cannot be offset against any potential capital gains you may incur elsewhere within a particular tax year.

#### **6.5 Liquidity and Non-Readily Realisable Securities**

We endeavour to invest in assets in which there is a ready and liquid market. However, the available liquidity is subject to change, and in some cases liquidity might become limited or indeed non-existent, making either a sale or valuation very difficult or impossible.

#### **6.6 Foreign Markets and Exchange**

Foreign markets will involve different risks from UK markets. In some cases the risks will be greater. Movements in exchange rates may cause the value of an investment to fluctuate either in a favourable or unfavourable manner.

#### **6.7 Investment Delay**

During the time required for the transfer of assets into the portfolio, the assets will not be managed and their value may fluctuate significantly.

#### **6.8 Clearing House Protections**

On many exchanges, the performance of a transaction by us (or third party with whom we are dealing on your behalf) is 'guaranteed' by the exchange or clearing house. However, this guarantee is unlikely in most circumstances to cover you and may not protect you if another party defaults on its obligations to you.

#### **6.9 Daily Price Changes**

The day-to-day value of investments will fluctuate with supply and demand in markets. You may therefore have to sell your investments at a time when markets and prices are depressed. This may happen for a wide variety of reasons, including a change in economic expectations and factors that are specific to any individual holding.

#### **6.10 Stabilisation**

From time to time the Company may effect transactions on your behalf, the prices of which are being stabilised.

This statement complies with the rules of the Financial Conduct Authority (FCA).

BRI Wealth Management plc or its representatives may, from time to time, recommend transactions in securities to you, or carry out such transactions on your behalf, where the price may have been influenced by measures taken to stabilise it.

You should read the explanation below carefully. This is designed to help you judge whether you wish your funds to be invested at all in such securities and, if you do, whether you wish:

- a) to be consulted before BRI Wealth Management plc carries out any such transaction on your behalf; or
- b) to authorise BRI Wealth Management plc to carry out any such transaction on your behalf without first having to consult you.

#### **6.11 What is Stabilisation?**

Stabilisation enables the market price of a security to be pegged (fixed) during the period when a new issue of securities is sold to the public. Stabilisation may affect not only the price of the new issue but also the price of other securities relating to it. The FCA allows stabilisation in order to help counter the fact that, when a new issue comes onto the market for the first time, the price can sometimes drop for a time before buyers are found.

Stabilisation is carried out by a 'stabilisation manager' (normally the firm chiefly responsible for bringing a new issue to the market). As long as the stabilising manager follows a strict set of rules, he is entitled to buy back securities that were previously sold to investors or allotted to institutions which have decided not to keep them. The effect of this may be to keep the price at a higher level than it would otherwise be during the period of stabilisation.

#### **The Stabilisation Rules:**

- a) limit the period when a stabilising manager may stabilise a new issue;
- b) fix the price at which he may stabilise (in the case of shares and warrants but not bonds);
- c) require the stabilising manager to disclose that he may be stabilising but not that he is actually doing so. The fact that a new issue or a related security is being stabilised should not be taken as any indication of the level of interest from investors, nor of the price at which they are prepared to buy securities.

## Asset Class Characteristics and Risks

### 6.12 Cash

Client Money is held subject to the relevant rules of the FCA at an approved bank or other credit institution. The return clients receive on cash is determined by the interest rate paid, which may vary. The capital value will not change, and a loss of capital would only occur in the event of a default by the bank or other credit institution concerned. In the event of a default you should be covered by the FSCS deposit protection scheme. For limits and eligibility please refer to [www.fscs.org.uk](http://www.fscs.org.uk).

### 6.13 Cash ISAs/JISAs

If you decide to transfer a Cash ISA/JISA to BRI you should note that your capital will be invested in stockmarket based investments and is therefore at risk. Your Cash ISA/JISA will become a Stocks and Shares ISA/JISA and will be invested in accordance with your chosen aims and objectives.

### 6.14 Fixed Interest Securities (Debt Instruments/ Bonds/Debentures)

Fixed interest securities are issued by governments, financial institutions or trading companies in order to gain access to capital. They represent an issue of debt by the institution concerned.

Fixed interest is held in the form of bonds and other instruments where the rate of interest return is fixed, i.e. paid at a pre-determined rate and date. Some fixed interest securities have a stated redemption date, where investors will receive back a stated 'par' value. This gives investors in such stock the security of knowing what they will receive and when, if the asset is held to redemption. Additionally, some fixed interest securities have a specific charge on assets owned by the issuer, thus reducing the risk of capital loss in the event of default.

Other fixed interest securities do not offer redemption at par value, perhaps instead offering the opportunity to convert into company shares, or simply paying the stated interest rate in perpetuity. In these cases, there is less security of capital as there is no redemption at par value.

There is a relationship between prevailing bank base rates and fixed interest capital values, where broadly speaking as base rates move (or indeed are expected to move), fixed interest capital values adjust in the opposite direction in order to maintain a comparable interest rate differential. Thus fixed interest capital values are likely to change if interest rates change, or are expected to change.

In addition, the market demands a higher interest rate as the perceived level of risk increases. Thus, capital values are also likely to change in the event of financial conditions of the issuer, or the economy generally, changing.

History shows that the volatility of fixed interest securities is related to the risk of the underlying issuer, and the capital security of the security. Fixed interest securities are traded via financial markets, and we endeavour to buy fixed interest securities for clients where there is a ready and liquid market. However, the available liquidity can change, and in extreme events the existence of such liquidity cannot be guaranteed.

### 6.15 Index Linked Stocks

We may invest from time to time in index linked stocks. Both the interest paid by these stocks and the sum received on redemption are linked to inflation, unlike conventional fixed income stocks where both are fixed. Index linked gilts tend to pay out the majority of their return in capital and are thus typically better suited to higher rate tax payers, but there will be times when the protection against rising inflation is especially beneficial to all categories of investors.

### 6.16 Shares and Other Types of Equity Instrument

Equities, or shares, are issued by companies in order to gain access to capital. They represent investors' share in the retained, current, and future profits of the business, and also a share in the net asset value of the business after liabilities to creditors have been met. Shares may also pay holders a dividend, but this is subject to change and is not guaranteed by the issuer.

In the long term, the value of an individual company is related to its profit growth and net asset value. However, in the short term, sentiment can make share prices volatile as opinions change about the future profitability of the company, the sector, or the economies that the company operates in.

Whilst able to participate in the growth of a business, investors can also be subject to significant losses compared to their original investment. In the worst case, a company could fail and if this happens its value can become worthless.

Investors should also be aware of foreign exchange risks where fluctuations in exchange rates may affect either favourably or adversely a company's foreign currency denominated earnings and/or dividends.

The price of individual shares can be volatile, and can be affected by unpredictable events. For this reason, we believe that individual shares should only be held in portfolios where a certain level of diversification can be achieved, in order to reduce the overall volatility on each client's portfolio.

There is an extra risk of losing money when shares are bought in some smaller companies, including penny shares. There is a big difference between the buying price and the selling price of these shares.

If they have to be sold immediately, you may get much less than you have paid for them.

We may also invest in preference shares and depositary receipts. Unlike ordinary shares, preference shares give shareholders the right to a fixed dividend, although this is not guaranteed. Preference shareholders have a greater preference to ordinary shareholders should the issuer go into liquidation and are therefore generally considered to be a less risky investment.

Depositary receipts are negotiable certificates typically issued by a bank which represents a specific number of shares in a company traded on a stock exchange which is local or overseas to the issuer of the receipt. The risks involved relate to both the underlying share and to the bank issuing the receipt.

Shares are traded on the stockmarket, and we endeavour to buy shares for clients where there is a ready and liquid market. However, the available liquidity can change, and in certain circumstances the existence of such liquidity cannot be guaranteed.

## 6.17 Commodities

Commodities take two forms: either hard commodities such as gold and other precious metals, or soft commodities such as wheat and other foodstuffs. The value of such commodities can be affected by a wide range of factors such as economic growth, climate, and the geo-political environment. Investment in commodities tends to be via collective investment schemes, so we would draw investors' attention to the section below regarding Collective Investment Schemes.

## 6.18 Collective Investment Schemes (CIS)

Investment in Regulated Collective Investment Schemes tends to be via either unit trusts, Open Ended Investment Companies (OEICs) or investment trusts. These schemes represent a collection of underlying investments in which investors are able to buy units or shares. As such, they represent an excellent way of investing relatively small sums of money as each unit or share represents a diversified portfolio and will therefore be less volatile than investing the same sum in an individual share.

They allow access to different markets, asset classes or themes – for example, UK Corporate Bonds, European Growth, or commodities – but, depending on the type of scheme, may go wider into derivatives, real estate or any other asset. Although therefore seen as a way to spread risks, the portfolio price can fall as well as rise and, depending on the objectives and investment decisions made, a Collective Investment Scheme may be exposed to many different risk types.

The price of a unit trust or OEIC is determined by the underlying net asset value of the investments held by the fund; hence the volatility of the fund price is directly related to the volatility of the price of the underlying investments. When buying or selling units, investors deal directly with the unit trust company as opposed to via the financial market. However, in the event of significant sales from a fund, underlying investments may have to be sold and then the constraints as mentioned for fixed interest and equities above apply.

The shares of an investment trust are traded on the stockmarket. The price is related to the value of the underlying investments, but because the trust is closed-ended (i.e. shares are not created or cancelled in response to investor demand such as with a unit trust or OEIC), the share price can deviate from the net asset value of the underlying investments as sentiment changes in respect of the trust, or the sector or economy in which it is focused. This can mean that volatility of investment trusts is magnified compared to unit trusts.

We endeavour to buy such investment trust shares for clients where there is a ready and liquid market. However, the available liquidity can change, and in extreme events the existence of such liquidity cannot be guaranteed.

## 6.19 Unregulated Collective Investment Schemes (UCIS)

Unlike an authorised Collective Investment Scheme, a UCIS is not directly regulated by the FCA. A UCIS fund will typically be used to invest in more alternative assets, such as property, which are closed-ended due to their illiquid nature and longer-term investment strategies. A UCIS is described as unregulated because it is not subject to the same restrictions as an authorised or recognised CIS.

UCIS investments are generally considered high risk compared to regulated CIS because they typically invest in riskier and less liquid assets. A UCIS is not subject to investment and borrowing restrictions like a regulated CIS. Investors will not typically have recourse to the Financial Services Compensation Scheme.

UCIS funds will only be considered for sophisticated investors who meet the necessary criteria set out by FCA Handbook COBS 4.12.

## 6.20 Derivatives

Whilst we will not directly acquire any derivative instruments for your account, we may purchase investments that themselves may utilise derivatives to achieve their investment objectives.

## 6.21 Exchange Traded Funds (ETFs)

ETFs are shares that are traded on a stock exchange and whose assets mirror the price movements of the underlying share portfolio of an index, sector or commodity, such as the FTSE 100, water sector shares or gold.

ETFs can replicate a very wide range of indices investing in everything from shares and property to more esoteric asset classes such as private equity, energy, commodities, infrastructure, property and water.

An ETF is a share which can be traded at any time of the trading day. Both unit trusts and ETFs are open-ended funds which means that they do not suffer from the problem of investment trusts, which can trade at a discount to the value of their underlying assets.

This means that the market price is close to the value of the underlying assets of the share.

As the underlying holdings of an ETF are openly traded securities, they will be vulnerable to market price fluctuations and the value of the investment may rise or fall in value and neither the capital nor any income generated is guaranteed.

Although ETFs have a low tracking error and will generally closely track an index, during times of market volatility the tracking error of an ETF may increase and it will not always be possible to precisely replicate the performance of an index.

ETFs can have 'counterparty risk' which relates to the way in which the ETF tracks the relevant index.

There are two tracking methods in general use by ETFs; the first method involves holding some or all of the components of the relevant index. For example, if a FTSE100 ETF holds all the underlying securities that make up the FTSE 100 Index, this would be a physical ETF with full index replication. In this case there would be no counterparty risk and there is full transparency of the underlying holdings and low tracking difference.

The other method is where an ETF does not physically hold the underlying assets but seeks to replicate index performance 'synthetically' through an over-the-counter (OTC) index swap transaction with a counterparty such as an investment bank. In this case, there is a risk that the counterparty could default, which could result in a loss not represented by the underlying index.

BRI will generally only invest in physical ETFs.

## 6.22 Hedge Funds

Investment in hedge funds can involve a high degree of risk. An investor could lose all or a substantial portion of their investment in any hedge fund.

Most hedge funds are not regulated in any material fashion under the laws of any jurisdiction and therefore tend not to be supervised by any supervisory or regulatory body.

Many hedge funds utilise investment techniques involving leverage, short selling of securities and the use of derivatives. Such techniques and instruments magnify both the gains and losses which can be attributable to the relevant investment policies and practices.

Where we consider hedge funds appropriate we may do this via investment into direct hedge funds or via a fund of funds approach that invests in a portfolio of different hedge funds to provide broad exposure to the hedge fund industry and to diversify the risks associated with a single investment fund. Funds of hedge funds select hedge fund managers and construct portfolios based upon those selections.

## 6.23 Property

Investment in property can be a very useful method of diversifying a portfolio as it historically has a low correlation to equities and fixed interest. Investment can be made into multiple sectors including residential, commercial and infrastructure. Methods of investing in property include purchasing shares in open-ended investment companies and real estate investment trusts. The asset class is often chosen for its significant yield from rental income. However, property can be, by its nature, less liquid than equities. This lack of liquidity can lead to deferral periods (sometimes called "deferment periods") where a fund manager decides to protect the overall value of a fund by temporarily preventing investors from withdrawing their money, or limiting the extent of withdrawals. Property is a cyclical asset, meaning its value goes up and down, and the returns it produces increase and decrease over time.

## 6.24 Structured Products

'Structured products' is a very general term to describe investments which provide exposure to a wide range of asset classes through a combination of financial instruments (typically including zero coupon bonds and/or derivatives) brought together to provide a single investment product. The nature of the financial instruments included in a structured product will depend upon the type of exposure being sought by investors.

A structured product should be considered as a term investment, where the expected returns will occur at or shortly before maturity. In the time before then the price of the product may not reflect changes in the underlying assets and in certain cases will initially be more sensitive to changes in the price of the issuer's bonds. The market price of the structured product will also be affected by rises and falls in volatility and by market interest rates.

One of the main risks when purchasing a structured product is the credit risk of the issuing bank or institution. A zero coupon bond typically makes up much of the asset value of certain structured products and the price of this bond will vary according to the issuer's credit rating and market perceptions of its credit worthiness.

The nature of the zero coupon bond may also mean that holders of the capital guaranteed products may face losses if forced to sell before maturity of the structure and may be locked into low returns for the life of the product if the price of the underlying asset fails to perform as anticipated.

Holders of structured products may also lose if the issuer of the derivatives in the product were to default. The derivatives that make up a structure are very rarely actually purchased on the exchange. As a result, if the issuing counterparty were to default then the derivatives involved in the structure would effectively be written off and it is likely that the holder of the product would be considered to have no rights to those derivatives. Certain structured products are dependent upon the performance of an index or indices, so that a fall in the index or any of the indices below a pre-determined level may result in irrecoverable losses.

Buying structured products in the secondary market may also create a number of additional risks. Capital protection, where applicable, is only applicable to the price at launch and secondary purchases may therefore be liable to large potential losses.

The taxation of structured products may be yet to be determined and it is possible that products that we believe to be liable to Capital Gains Tax could in future be taxed as income or subject to further change.

### 6.25 Warrants

A warrant gives the holder the right to purchase securities (usually equity) from the issuer at a specific price within a certain time frame. Warrants are often included in a new debt issue as a "sweetener" to entice investors.

We will not normally deal in warrants unless you have signed and returned a copy of the relevant risk warning notice (available on request).

We may, however, exercise or sell a warrant already held by you or provide services in relation to a warrant attached to another investment.

### 6.26 And finally...

If you decide to open a BRI portfolio this should be regarded as a medium to long-term investment.

The value of your investment may fall as well as rise, and you may not get back the full amount of your investment. Past performance is not necessarily a guide to future performance. Any income arising is not fixed and may go up or down.

## 7. Definitions and Interpretation

### 7.1 In these Terms the following words and phrases have the following meanings:

#### "Account"

The account or accounts opened by us for you in relation to a particular service.

#### "Additional Permitted Subscription"

Is a request to make a subscription to an ISA which utilises any APS allowance.

#### "Advisor Agreed Remuneration"

A charge agreed between you and your financial advisor for advice.

#### "Applicable Law or Regulations"

means Laws and FCA rules or any other rules of a relevant regulatory authority.

#### "Approved Bank"

A bank or other financial institution that meets regulatory requirements for holding Client Money and undertaking banking business.

#### "APS Allowance"

Means the additional ISA allowance which may be available to you where your spouse held an ISA and died on or after 3 December 2014.

#### "BACS"

Is a scheme for the electronic processing of financial transactions in the UK.

#### "BRI advisor"

Is the person who looks after your account on a day-to-day basis.

#### "Business Day"

A weekday, excluding public and bank holidays in England, when the clearing banks in London are open for business.

#### "Certificate"

Means the document or other evidence of title (including electronic evidence) to an investment.

#### "Contingent Liability Transaction"

Is a potential liability that may occur, depending on the outcome of an uncertain future event.

#### "CREST"

Is the UK's electronic registration and settlement system for UK markets and Irish securities.

#### "Custodian"

Is defined in accordance with the rules of the FCA, and includes banks, depositories, and custodians approved by the FCA, and members of recognised investment exchanges.

**“Eligible Child”**

Means a UK resident under the age of 18 in whose name and for whose benefit the JISA is held, and otherwise satisfies the conditions for eligibility to hold a JISA as set out in the JISA Regulations.

**“Execution Partners”**

Means the firms that we appoint to execute transactions on your behalf.

**“Execution Venue”**

Means a Regulated Market, a MTF, a Systematic Internaliser, or a market maker or other liquidity provider or an entity that performs a similar function in a third country to the function performed by any of the foregoing.

**“Financial Conduct Authority (FCA) and FCA Rules”**

Means BRI's current regulator and the rules it issues pursuant to its rule-making powers under the Financial Services and Markets Act (FSMA) 2000, which includes the rules of the FCA handbook as varied from time to time.

**“Financial Planner”**

The individual who is appointed by us as your financial planner in relation to your advice requirements.

**“FSCS”**

The Financial Services Compensation Scheme.

**“HMRC”**

HM Revenue & Customs.

**“In-Specie”**

Means your existing investment. Where in-specie transfers are permitted this means that you can transfer your investment to us or to a new manager in its original form. Some managers do not permit in-specie transfers, which means that your investment would be sold and transferred in cash instead.

**“Investment”**

Means “Designated Investment” as defined by the Rules of the FCA, and includes securities such as stocks and shares, debentures, government and public securities, loan stocks, warrants, units in collective investment undertakings and CREST depository interests.

**“Investment Manager”**

Means the individual who is appointed by us as your investment manager in relation to your portfolio.

**“ISA”**

Means an Individual Savings Account which contains the stocks and shares component of an ISA and which is designated as an ISA under the Individual Savings Account Regulations 1998 (as amended or updated from time to time).

**“ISA Manager”**

Means a person authorised in accordance with Treasury Regulations to manage or to provide an Individual Savings Account.

**“ISA Regulations”**

Means the Individual Savings Account Regulations 1998 (as amended or updated from time to time).

**“JISA”**

Means a Junior Individual Savings Account which contains the stocks and shares component of a JISA and which is designated as a JISA under the Individual Savings Account Regulations 1998 (as amended or updated from time to time).

**“JISA Manager”**

Means a person authorised in accordance with Treasury Regulations to manage or to provide a Junior Individual Savings Account.

**“JISA Regulations”**

Means the rules contained within the Individual Savings Account Regulations 1998 No.1870 and subsequent Amendment Regulations.

**“Key Investor Information Document”**

Means a document prescribed by the FCA which contains information about certain types of investment, such as unit trusts.

**“Letter of Engagement”**

Means the contractual agreement we rely on when you take our Financial Planning services.

**“Leveraged Financial Instrument”**

means a financial instrument that has the potential of magnifying an investor's exposure to an underlying risk.

**“Personal Representative”**

Means:

- a) the individual who has obtained probate, confirmation, letters of administration or their equivalent on your death, or who has satisfied us that they intend to, and who has the power to give us competent Instructions relating to your estate; or
- b) the individual whom we have been reasonably satisfied it is legitimate for us to take Instructions from in relation to your estate after your death and after we have satisfied ourselves that there is no person willing and able to apply for the authorisations normally required by law to administer your estate.

**“Product Illustrations”**

Means a document which summarises the products key details.

**“Qualifying Money Market Fund”**

is an investment whose objective is to earn interest for shareholders while maintaining a net asset value (NAV) of £1 per share. A money market fund's portfolio is comprised of short-term, or less than one year, securities representing high-quality, liquid debt and monetary instruments.

If you would like an explanation of any other word or phrase used in these Terms, please contact your usual BRI contact.

**“Registered Contact”**

Means a person who is over 16, and who either has parental responsibility in relation to the Eligible Child or is the Eligible Child who is over 16 and applied for the JISA.

**“Retail Client”**

Means a client who is not an Eligible Counterparty or a Professional Client as defined by the Rules.

**“Retail Investment Product”**

A retail investment product as defined in the glossary of the FCA rules, which in summary includes:

- a life policy;
- a unit in a collective investment scheme;
- a stakeholder pension scheme;
- a personal pension scheme;
- an interest in an investment trust savings scheme;
- a security in an investment trust;
- any other designated investment which offers exposure to underlying financial assets, in a packaged form which modifies that exposure when compared with a direct holding in the financial asset;
- a structured capital-at-risk product.

**“Risk Profile”**

Your attitude to risk selected by you from the options offered by us.

**“Schedule of Charges”**

Our schedule of charges, as amended from time to time.

**“Scrip”**

A scrip dividend is where you have the option of electing for new shares instead of a cash dividend.

**“Terms and Conditions or Terms”**

Means the terms and conditions set out in this document, as amended from time to time.

**“Third-Party Authority”**

Means a person you appoint to give instructions on your behalf or receive information on your account.

**“Time Cost Basis”**

Means we will charge you based on the time we spend providing advice to you.

# 8. Order Execution Policy

## 8.1 Introduction

The purpose of this document is to provide clients of BRI Wealth Management Plc (“BRI” or “we” or “us”) with information in relation to our Order Execution Policy.

Firms that execute orders are required to establish and implement ‘execution arrangements’ and an ‘Order Execution Policy’ for complying with the requirement to provide clients with Best Execution. This general rule also applies in a similar way to firms such as BRI that transmit or place orders with other entities for execution (Execution Partners). BRI is therefore required to establish and implement an order execution policy for complying with the overarching requirement to provide best execution to its clients.

The Order Execution Policy outlines all of the steps taken by BRI to ensure that we achieve ‘best execution’, which is defined as obtaining the best possible results for clients when placing transactions on their behalf.

BRI is obliged to publish annually for each class of financial instrument the top five execution venues in terms of trading volumes where BRI executed client orders in the preceding year and also publish information on the quality of execution obtained.

## 8.2 Specific Client Instructions

If you provide us with a specific instruction in relation to the execution of your order, it may prevent us or our selected Execution Partner from following some or all of the steps outlined in our Order Execution Policy.

When you give us a specific instruction we will take all reasonable steps to get the best results for you, but there is a risk that we cannot achieve best execution in respect of that aspect covered by your specific instruction.

## 8.3 Execution Factors

Subject to any specific instructions from you, when transmitting orders to an Execution Partner for execution, the Execution Partner shall take all reasonable steps to achieve the best possible result for your order taking into account the execution factors listed below.

- a) Likelihood of Execution
- b) Client type
- c) Costs

- d) Order Size
- e) Price
- f) Settlement
- g) Speed of Execution
- h) Other Factors

When executing a deal in a financial instrument on your behalf, our Execution Partner will exercise discretion in assessing the criteria that need to take into account to achieve best execution. The relative importance of these criteria will be judged on an order-by-order basis, in line with our Execution Partners commercial experience and with reference to market conditions.

When executing orders for Retail clients and in the absence of any specific instructions, our Execution Partners generally give precedence to the factors that allow them to deliver the best possible result in terms of total cost to the client.

Further information on the relative importance of the execution factors considered is provided below:

## 8.4 Likelihood of Execution

In some instances, our Execution Partner’s ability to actually execute the order will be the primary factor to be considered. Where, for example, the instrument is illiquid or the size of the order is prohibitive, the policy will ensure that the ability to carry out the order takes precedence over other factors.

## 8.5 Costs

Where explicit charges (such as exchange fees or settlement/custody costs) would make the total consideration of the execution prohibitive, then this may become the most important factor for BRI or its Execution Partner to consider.

## 8.6 Order Size

The best price in a market is usually represented by the opportunity to trade in a particular size (i.e. number of shares, units, contracts etc.) which may not match the size of the client’s order. Where the order is bigger than the typical quoted size, then the part of the order executed over and above the threshold may only be available at a less favourable price. Large or illiquid orders will be executed on a manual basis utilising the skills of our external Execution Partners. This may require our Execution Partner to execute orders over the course of a day, or a number of days, with the overall order execution being expressed as an average price of all the individual executions.

## 8.7 Price

For most liquid instruments, market price will be the overriding factor in obtaining best execution. Certain instruments, such as collectives (unit trusts & Open-Ended Investment Companies) will have only one price, and one execution venue.

## 8.8 Speed of Execution

Speed of execution may be important for some types of order or client. Speed will be a high priority for a Retail Client executing an order in liquid (i.e. frequently traded) shares in a fast-moving market or for an execution only client.

## 8.9 Other Factors

BRI and its Execution Partners may take into account any other factors they deem relevant to the order in terms of how that order should be executed.

## 8.10 Execution Partners

Whilst BRI does not maintain regulatory permissions to physically execute orders itself, it does use other entities (Execution Partners) to fulfil this function on its behalf. These are currently:

- Peel Hunt LLP
- A J Bell Securities Limited
- Arden Partners

We regularly assess our execution arrangements and may add or remove Execution Partners in accordance with our obligation to provide you with the best possible execution result on a consistent basis. We will notify you of any material changes to our Order Execution Policy. An up to date list of our Execution Partners can be found on our website and you may request a hard copy of the updated list at any time.

From time to time, our Execution Partners may deem it appropriate or advantageous to execute your order outside a Regulated Market (RM) or Multilateral Trading Facility (MTF) even where the financial instrument concerned is trading on a Regulated Market or MTF. For example, this may be on an “over the counter” (OTC) basis directly with a market participant, rather than on a centralised exchange.

Where our Execution Partners deal directly with a market participant you may be exposed to counterparty risks (see 8.20).

BRI is required to obtain your consent before executing orders outside of an RM or an MTF. When you open an account with us, you are giving your express consent to this requirement.

## 8.11 General Execution Arrangements UK Equities

In normal market conditions and for orders concerning liquid (i.e. frequently traded) UK equities, BRI will utilise its Execution Partners to identify the best available terms. Large or illiquid orders will be executed on a manual basis utilising the skills of our Execution Partners to source the best available terms. Execution of UK equity orders may occur on an ‘over the counter’ basis (i.e. directly with another market participant and not via an exchange).

## 8.12 International Equities

International Equity orders will generally be executed on the following basis:

- a) For CREST deliverable securities, BRI will utilise its Execution Partners to identify the best available terms. Larger orders will be executed on a manual basis as per the arrangements for UK equity orders. Execution of international equity orders may occur on an ‘over the counter’ basis.
- b) For overseas delivery securities (traded locally in the relevant domestic market), BRI will utilise its Execution Partners to identify the best available terms. Large or illiquid orders will be executed on a manual basis using the skills of our Execution Partners to source the best available terms. Execution of these international equity orders may also occur on an ‘over the counter’ basis.

## 8.13 Collective Investment Schemes/UCITS

BRI executes orders in collective investment schemes / UCITS directly with the fund manager via the FNZ technology platform. Orders are executed on BRI’s negotiated terms, not generally available to individual clients.

## 8.14 Debt Securities

For debt security orders, BRI will utilise its Execution Partners to source the best available terms from a variety of bond market participants.

## 8.15 Exchange Traded Funds (ETFs)

BRI will utilise its Execution Partners to identify the best available terms for all ETF orders.

## 8.16 Structured Products

Structured products are executed on an ‘over the counter’ (OTC) basis with the product provider concerned.

## 8.17 Limit Orders

If you give BRI an investment instruction at a specified price and for a specified size (a “limit order”), then it may not always be possible to arrange the execution of that order under the prevailing market conditions. BRI or its Execution Partners would be required to make your order public (i.e. show the order to the market) unless you agree that we need not do so. BRI believe that it is in your best interests if we exercise our discretion as to whether or not we make your order public. By agreeing to the Order Execution Policy, you agree to us not making your orders public, unless we consider it is in your best interests for us to do so.

## 8.18 Order Aggregation

BRI may combine an order for a client with orders of other clients. BRI would only aggregate a client order if it was unlikely to work to the overall disadvantage of the client. However, the effect of aggregation may on some occasions work to the client’s disadvantage and may on occasions result in our clients obtaining a worse price than if their order was executed separately.

## 8.19 Monitoring and Review

BRI will actively monitor compliance with its Order Execution Policy. We take all reasonable steps to monitor the performance of our Execution Partners and their ability to obtain the best possible results for you.

BRI will regularly, at least annually, review its Order Execution Policy and Execution Partner arrangements, and will notify you of any material changes as outlined in our terms and conditions.

We cannot accept any amendments by you to the BRI Order Execution Policy.

## 8.20 Counterparty Risk

Counterparty Risk is the risk to each party of a contract that the counterparty will not live up to its contractual obligation, for example where the counterparty has inadequate resources to meet the settlement obligation.

# 9. Conflict Policy

## 9.1 Introduction

The purpose of this document is to provide our clients with information in relation to potential conflicts that exist in our business and the steps we take to mitigate them. A conflict of interest is a situation in which someone in a position of trust has competing professional or personal interests. BRI is committed to identifying, monitoring and managing all actual and potential conflicts of interest that can arise between us, and our clients, and between clients.

There are essentially four different conflict scenarios.

- a) Where our interests differ from those of a client
- b) Where the need of two clients cannot be fully served
- c) Where the interests of our staff differ from those of the firm or client; and
- d) Where multiple activities, services or products mean that clients’ interests are not always fully served

BRI has controls in place to both identify conflicts and prevent them from causing material damage to clients’ or the firm’s interests. Where conflicts arise that cannot be mitigated, appropriate disclosures are made to clients before undertaking any business.

BRI has the following commitment to managing Conflicts of Interest:

- (a) senior management is fully engaged in conflict identification and management;
- (b) senior management takes a holistic view of conflict risk and conflict mitigation within the full range of business activities for which we are responsible;
- (c) senior management aims to treat potential conflicts of interest consistently; and
- (d) senior management receives management information on the extent of, and mitigation of, conflicts of interest in order to control its business effectively.

BRI reviews on a regular basis the types of mitigation it considers acceptable to address conflict risks.

BRI’s culture fully supports the proper management of conflicts of interest.

## Potential Conflict Relating to the Fair Treatment of Clients

### 9.2 Dealing and Managing

Where BRI has or may have:

- (a) a material interest in a transaction to be entered into with or for a client;
- (b) a relationship that gives or may give rise to a conflict of interest in relation to a transaction;
- (c) an interest in a transaction that is or may be in conflict with the interest of any of the firm's clients; or
- (d) clients with conflicting interests in relation to a transaction;

BRI must not knowingly advise or deal in the exercise of discretion, in relation to the transaction, unless it takes reasonable steps to ensure fair treatment for the client.

BRI seeks to achieve this by relying upon a policy of independence. The firm's policy of independence requires the individual concerned, in the circumstances noted above, to disregard the material interest or conflict of interest when advising clients or dealing for them in the exercise of discretion.

### 9.3 Dealing ahead of Investment Research or other Client Orders

BRI does not issue investment research through distribution channels or the public so potential conflicts of interest are avoided. However, the firm does issue investment research notes to BRI clients and commit clients to transactions which may have the effect of moving the price of the investment. Where a research analyst has an interest in a stock that he or she is commenting on, the interest must be disclosed within the research note.

### 9.4 Personal Account Transactions

BRI has robust procedures in place to approve and monitor its employees' personal account transactions to ensure that this does not conflict with the interests of clients.

If it is reasonably possible that a transaction may affect the price of an investment, employees are not permitted to execute personal account transactions in such investments prior to those for BRI clients unless the firm is satisfied that the employee was unaware of the firm's decision to execute such transactions for clients or where approved by the Compliance Department.

### 9.5 Aggregating Orders and Price Averaging

BRI may combine an order to effect an investment transaction for a number of clients at the same time, provided we believe on reasonable grounds that the aggregation will not operate to their disadvantage.

- (a) Market conditions may not permit the aggregated order to be executed at once or in a single transaction. In such circumstances we may therefore execute it over such a period as we deem appropriate and report to clients a volume-weighted average price;
- (b) In some circumstances aggregating the order in this way may work to a client's disadvantage. We have in place an order allocation policy which is designed to ensure the fair allocation of aggregated orders with other clients. Where BRI employees are involved in such orders, stock is allocated fairly across all participants in the order.

The Compliance Department regularly monitors such transactions to ensure that the selection of clients and allocation of stock is fair.

### 9.6 Re-allocation of Stock

BRI may undertake a revised allocation of an aggregated order if this is done promptly, if the investment is suitable for the client and provided the client is not disadvantaged in any way. All requests for re-allocation must be approved by the Compliance Department.

### 9.7 Churning

Churning is the act of excessive trading which enables firms to increase commission levels while disregarding the best interests of the client. BRI's Board has a clear and unequivocal policy that churning is unacceptable. The level of trading is regularly reviewed by the Compliance Department and Board to ensure that the firm does not trade too frequently for its clients.

### 9.8 Research

Research analysts are forbidden from managing investments on behalf of clients. Whilst research analysts are permitted to manage their own portfolios and have investments in companies they research, they are prohibited from dealing against their own research recommendations.

### 9.9 Gifts & Hospitality

While recognising the value of personal relationships with third parties, BRI has in place a gifts and hospitality policy which aims to mitigate potential conflicts of interest.

Our internal policies ensure that gifts and/or hospitality employees receive from clients, companies or other institutions are not extravagant and are designed to enhance the quality of service we provide to our clients.

We maintain a register of all gifts and hospitality (over agreed thresholds), whether given or received, which is subject to Senior Management oversight.

### **9.10 Remuneration/Bonuses**

BRI has a policy to remunerate its employees predominantly through salary. Other types of remuneration tend to represent only a modest part of the overall remuneration package and payments under this scheme are regularly reviewed to ensure that they do not encourage inappropriate behaviour.

### **9.11 Outside Business Interests & Memberships**

Any outside business interests must be reported to the Compliance Department who will decide whether they need to be approved by the Board to ensure that there is no conflict of interest between the employee or director and the firm or its clients.

We maintain a register of all Outside Business Interests & Memberships, which is subject to Senior Management oversight.

BRI employees are unable to act as Trustee, Executor, Director or Power of Attorney for our clients. We may allow this in exceptional circumstances subject to Board approval.

### **9.12 Disclosure**

If at any stage we are in a position where we are unable to manage a conflict, the conflict will be disclosed to you so that you can make an informed decision on whether to proceed with the transaction or use our services.





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