

# APRICITY

WEALTH





# CLIENT AGREEMENT

What you need to know about our agreement to work together.

**Firstly, if you would like this document in larger print or in another format, please contact us.**

We are a financial planning business, focused on helping you understand and plan for your financial future. This information is designed to give you an idea of:

- What we do and how we do it (our services)
- What it's likely to cost (fees) and how you can pay us

As this document provides details about our services to you and how we charge, it's important that you read it fully. If there is something you don't understand please ask us to explain it.

## Our Guiding Principles

We believe that financial advice relating to products and investments can only be effectively given in the context of financial planning, which is a process that takes into account your entire financial and personal situation. Simply put this process means we:

- 1 Work with you to identify and articulate your goals, dreams and aspirations.
- 2 Create a plan to help you achieve your goals.
- 3 Implement an investment/product strategy to fulfil the plan.
- 4 Maintain an ongoing relationship to ensure we keep on track with the plan

Money is never an end in itself. Rather, it is a means of meeting your own life goals, whatever they may be. Our job is not to overload you with financial products that you don't need, but to find you the quickest, most cost-effective, and tax-efficient way to get from A to B.

# Our Services

Whatever financial decisions you have to make, the first step towards making the right decisions is to establish a clear understanding of your financial needs. People seek financial advice for many different reasons so it's important that we understand exactly who you are and what you want to achieve. At our first meeting we'll gather information about you to help define your needs and priorities.

## Our services include:



**Financial planning:** It's important to identify what you might want to achieve and how you can do this. The initial planning work requires us to obtain details of your current situation, help you to identify your goals, and construct a plan for meeting them. Everyone's needs are different.



**Investment & Retirement Planning:** It's important to know whether the money you are saving – be it towards a specific goal, financial comfort or for financial freedom and choice when it comes to retirement, is on track. If you're in the accumulation phase of life, your planning needs will likely be fairly simple. If, on the other hand, you're approaching retirement and looking to make that transition in the best way possible, chances are your planning needs are much more complex. If you have recently sold a business or received a lump sum of money from e.g. a divorce or inheritance, your needs may again be more complex.



**Protection planning:** Most of us want to protect the things that are important to us - our family, business and quality of life - but where do we start? Sometimes acknowledging the gap helps work toward a solution. It is difficult to think of a time when you might be unwell or if the worst happens, not be around any longer. Protection planning can help to provide peace of mind in the event of unexpected events. We can work together to help you plan for the best way to protect you, your family or your business.



## How do we build a plan?

We sometimes use sophisticated financial planning software to help us with planning scenarios and with the mathematical and taxation heavy lifting. We may present the plan to you in our offices or share our screen with you in a remote meeting.

The exciting part of this is you get to be on this journey with us. We will talk through scenarios that you have mapped out at the beginning of our meetings and talk about what could impact your financial aspirations. We will also use the foundation plan to challenge your thinking and help you understand what you might need to do to really reach that goal.

## Our Advice

We'll only start work once we have agreed our services and charges with you. We'll give you a copy of our Fee Agreement which will set out the services we have agreed to provide and confirm how much this will cost.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, your ethics, financial goals and objectives. We'll consider a number of factors, including the services you need, how you want to use the product, the cost of investing, how much risk you are prepared to accept in your planning, including sitting with the highs and lows of investing and what a drop in your portfolio value could mean to you.

It is also important to us to let you know that Apricity Wealth Management offer independent investment advice.



## What does this mean?

We consider a wide range of financial strategies and products. We are constantly working with and reviewing companies within the market to ensure that their services, products and their ethics fit the way Apricity Wealth Management wants to work with our clients:



### Investments

The choice of avenues to invest your money is dependent on what you want to achieve. We use products such as:

- Individual Savings Accounts (ISAs)
- General Investment Accounts (GIAs)
- Investment Bonds
- Enterprise Investment Schemes (EIS)
- Venture Capital Trusts (VCTs)
- Inheritance Tax Schemes



### Protection

We want you to live your life without financial worry, to do so it is important to make sure you have a backup plan, to do this we use products such as:

- Life Cover
- Critical Illness
- Income Protection
- Whole of Life Cover



### Retirement Planning

Accumulating pensions or deciding how to use them in retirement is often more about planning than it is about the actual products used but you could expect to have a discussion around the following products:

- Personal Pensions
- Self-Invested Personal Pensions (SIPPs)
- SASS
- Annuities
- Junior Pensions



## Investments Advice

We don't provide advice in relation to individual share holdings. If this is something you need assistance with, we can refer you to a stockbroker. We don't provide advice on options, futures and other derivative contracts as we believe that these are unlikely to be suitable for our clients.

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## Protection

Where we provide protection planning services we offer a personal recommendation based on a fair and personal analysis of the market.

# Our Obligations

## Assessing your needs

Before providing advice, we'll assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you don't 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. This might of course have a bearing on the advice that might have been given.

Before making any recommendations, we'll carry out a suitability assessment so that we are able to act in your best interests. We'll confirm any recommendations we make in writing (our suitability report) along with details of any special risks that may be associated with the products or investment strategies we've recommended.



## Ongoing suitability & Investing

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we'll carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

Please be aware that investments can fall as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets or other economic factors which are outside our control. Past performance is not necessarily a guide to future performance.

We may, where appropriate, recommend holding some, or all, of your investments with a discretionary fund manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we'll explain the respective responsibilities of ourselves and the DFM in relation to your investments.

We may occasionally recommend investments that are not readily realisable. We'll only do this where appropriate but, if we do, we'll draw your attention to the risks associated with the investments in our suitability report. There is a restricted market for such investments and in some circumstances, it may not be possible to deal in the investment or obtain reliable information about its value.

## Our Charges – What Will It Cost?

We believe in being completely open when it comes to money; even our own. You'll always know how much work will cost before we begin. The way we are paid for our services may depend on the type of advice given. Typically, this will be:

**Investment or pension business:** Fees agreed and paid by you via invoice or from the provider.

**Insurance business:** Fees agreed and paid by you or commission payable by the insurance provider, which is a percentage of the total annual premium. More details on these options and how they are paid is found in the following sections on initial and ongoing charges. Our actual charges and fees (in pounds and pence) will be agreed with you before we do any work, and we'll explain your payment options too.

# Planning, Implementation and Ongoing Charges

**Our charges fall into the following categories:**



## Planning

We do not charge for creating and presenting a financial planning and cashflow modelling report. You can see an example report on our website but to summarise, this report will include the information gathered through our initial factfinding meetings:

### Financial Health Check

- Reviewing current income, spending, assets, liabilities, investments, insurance, and pensions.
- Identifies upcoming milestone expenses (e.g. house renovation, once-in-a-lifetime holiday).

### Current Position Analysis

- Shows cashflow and asset projections based on current habits.
- Highlights a shortfall between current income and expenditure to maintain a desired lifestyle. Conversely, identifies areas where there will be surplus or excess capital.

### Policy analysis:

- Overview of existing pension and investment arrangements, including:
- Analysis of current providers and underlying plans, including costs and charges.
- Analysis of investment strategy
- Performance Review

### Financial Plan & Recommendations:

- Income Security & Withdrawal Strategy
- Investment overview recommendation
- Tax Planning
- Protection & Contingency Planning
- Legacy & Estate Planning



# Implementation and onboarding

Once you have received your financial planning report, and you wish to implement the advice, an overview of the steps we will take include:

## 1. Risk & Compliance Checks

- **Risk Tolerance Questionnaire**  
Determines your attitude to investment risk and capacity for loss.
- **ID Verification**  
We'll confirm your identity and address (e.g., passport, utility bill) to meet regulatory requirements.
- **Anti-Money Laundering (AML) & Source of Funds Check**

## 2. Suitability Report

This is a key regulatory document that ensures our advice is tailored to your needs. It includes:

- **Your Objectives** – Retirement, protection, tax efficiency, legacy planning.
- **Current Position** – Assets, liabilities, and risk profile.
- **Illustrations & Projections** – Showing expected growth, charges, and risks.
- **Our Recommendations** – Why each product or strategy is suitable, including:
  - o Investment strategy and asset allocation.
  - o Pension consolidation or contribution changes.
  - o Protection adjustments.
- **Justification & Risks** – How advice meets your goals, plus costs, risks, and alternatives considered.

## 3. Platform Setup

- Create your account on the chosen investment and wrap platform.
- Complete and submit all application forms (digital or paper).
- Initiate pension and investment transfers as required.
- Apply your agreed investment strategy using selected providers.
- Set up automated portfolio rebalancing where available.
- Set up linked bank account for contributions and withdrawals.
- Arrange regular contributions or salary sacrifice agreements.
- Liaise with existing providers to ensure smooth transfers.
- Confirm all transactions and provide documentation for your records.

Our implementation costs begin at £2,495, up to a maximum of £4,995.

**£2,495 (Lower End) Example:** Client(s) approaching retirement with straightforward pension arrangements, modest additional savings and clear retirement goals. Clients seeking advice on pension drawdown options and a retirement cashflow plan to maintain their current lifestyle with no complex legacy planning requirements.

**£4,995 (Higher End) Example:** Client(s) approaching retirement with complex pension arrangements across multiple providers, significant additional investments (ISAs, GIAs, Bonds, VCTs), business interests requiring exit planning, inheritance tax mitigation needs, family wealth transfer considerations, long-term care funding concerns, requiring sophisticated cashflow modelling.

## Ongoing Fee

This is an annual fee and is charged at 1% of the money we look after for you, with the figure reducing to 0.75% for portfolios over £1m.

For example, for investments with funds under management totalling £1,000,000 our ongoing service fee would be £10,000 p.a.

## How Can You Pay Us?

You can pay us either via invoice payable on completion of the implementation and onboarding stage or taken from your investment/pension plans as a lump sum at the outset.

## Ongoing Charges

Your financial plan provides the bedrock of our advice. But building the plan is only the start of your journey. Working with us as a client is a long term relationship that often lasts many decades. To summarise what your ongoing fee covers:

### Maintaining and evolving your financial plan

- Annual (or ad-hoc as required) reviews to make sure your plan still fits your life
- Updates when things change - whether that's in your circumstances or the wider financial world
- Making sure all the pieces of your financial puzzle continue to work together

### Being there when you need advice

- Access to Apricity Wealth Management portal 24/7 where you can message us, see your portfolio and let us know of any changes.
- Help working out what you'll need money-wise down the line
- Guidance on withdrawal decisions and timing
- Answering out any financial questions that arise

### Keeping on top of tax

- Checking your tax position regularly to ensure we are utilising all of your allowances
- Working with your accountant when required
- Planning ahead for inheritance tax and family wealth

### Staying organised

- Annual reviews of your pensions, ISAs and investments
- Making sure you don't miss out when rules change

### Support with big decisions

- Guidance when you're thinking about major moves like downsizing
- Help planning for potential care costs
- Someone to bounce ideas off when life gets complicated

### Family planning

- Advice on helping children and grandchildren
- Keeping your will and inheritance plans current
- Thinking ahead about what you want to leave behind

Your ongoing fee means you've got someone keeping an eye on your finances year-round, ready to help when you need it, and making sure nothing important gets overlooked.

Ongoing services can be cancelled at any time by informing us in writing.

## How do you pay your ongoing fee?

The ongoing fee will be taken from your investment or pension products monthly. We will discuss this with you, taking into consideration your objectives and tax efficiency.

## Protection based products

We take the time to find out about your financial situation, your current benefits, maybe work benefits to find the gaps; we will then produce a report to let you know what you have, (if anything) what you need and what our recommendation would be - this report will cost a minimum of £995 whether you go ahead with the application based on our recommendation or not.

Arranging protection can be a time-consuming process involving medical professionals, underwriters and a lot of to-ing and fro-ing. Commission is available from insurance providers, and we will retain this commission when we are successful in placing the insurance for you.

## Other products

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



**Service costs:** If your investments are held on a platform (an online investment administration service) or held with a DFM, the platform provider / DFM will make a charge for administering / managing your investments



**Investment costs:** These are the costs relating to the manufacturing and managing of your investments - for example, fees charged by the investment fund manager, costs relating to investment transactions

We'll always disclose any third-party costs as part of making our recommendations.

## Aggregated costs and charges

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



## What do you need to do?

We think of good financial planning as a shared journey. We're here to plan and signpost, and we'll even come along with you - but ultimately, it's your destination we're heading towards, and an equal amount of effort and energy will come from you.

Our work is a process, not a transaction. It's interactive, engaging, challenging and empowering. We strive to make the process feel comfortable, natural, and even fun!

In order to complete your planning in as timely a fashion as possible, we often have to wrangle slow-moving pension providers, investment companies and insurers.

For your part, it would help us very much if you could commit to the following:

Giving input into the process, which needs to work for you - we want you to be 100% happy with the outcome

Telling us as much as you can about your situation, what you want to achieve and helping us with all the factual stuff:



- Keeping an eye out for a portal message, answering telephone calls and emails promptly
- Signing and completing digital forms or returning paperwork ASAP
- Being involved in the process, talking to us regularly and feeling at ease in asking questions, if anything doesn't make sense.
- Providing honest feedback on the planning we give, our recommendations and our overall service.

Our advice will be based on the information that you give so it's important that you provide us with accurate and up-to-date information when we request details about your circumstances and objectives. If you limit the information provided it could affect the suitability of the advice, we give.

## What Else Do You Need to Know



### Financial crime

We have put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We'll verify your identity before undertaking any business with you. To do this we would ideally take ID directly from you, or we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. This is normal and really helps us move things along quickly so don't be surprised if we ask for this more than once! The check may leave a 'footprint' on your credit file but it will not affect your credit rating.



### Best execution

We work closely with platforms and providers who are good at getting things set up in a timely manner.

Where we send investment/pension or protection applications on your behalf to third parties (for example to put an investment into force), we'll take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'. We have a best execution policy. If you want to see a copy of it, please ask us.



## Conflicts of interest

Although we'll always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your own interests, we'll write to you and ask for your consent to proceed before we carry out any business for you.

We'll also let you know the steps we'll take to make sure you are treated fairly. We have a conflicts of interest policy. If you want to see a copy of it, please ask us.



## Client money

Apricity Wealth Management does not handle clients' money. We never accept a cheque made out to us unless the cheque is in settlement of charges or disbursements for which we have sent you an invoice, nor do we handle cash.

# Protecting Personal Information

Apricity Wealth Management acts as controller for the personal information you provide to us. We take your privacy seriously and this Privacy Notice explains your rights together with how we gather, use and share your personal information. We are committed to collecting and using such data fairly and in accordance with the requirements of the General Data Protection Regulation (GDPR).

By signing this document, you consent to us or any company associated with us for processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management. We confirm that all such information requested is essential to the provision of regulated advice and satisfies the requirements of the FCA.

“Processing” includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data. If, in order to provide services to you, we are required to pass your personal information to parties located outside of the European Economic Area (EEA), it is entirely possible that those countries do not have Data Protection Laws equivalent to those applying in the UK.

Where this is the case, we will take reasonable steps to protect the privacy of your information. We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, which is referred to as ‘special category personal data’, being information as to your physical or mental health or condition; the commission or alleged commission of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life, or your membership of a Trade Union. If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer at the address shown on the first page of this Agreement.

You may be assured that we and any company associated with us will treat all sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

It is now common practice to communicate and share information over the internet. Internet communications are not guaranteed to be secure and therefore we will not accept liability for any claims by you for damages or loss arising from a breach of confidentiality, breach of the GDPR regulations, mistakes arising from inaccuracies in the data transmitted by or received by us, or non-delivery of any message from or to us. Should you wish for us not to handle your data in this way, you should inform us of your preference.

## Your Privacy Rights

You have the right to object to how we process your personal information. You also have the right to access, correct, sometimes delete and restrict the personal information we use. In addition, you have the right to complain to us by writing to the address above, and also to the Information Commissioner, who is the data protection regulator, at [ico.org.uk/global/contact-us](https://ico.org.uk/global/contact-us).

- **Right to withdraw consent:** Where you have given us your consent to use personal information, you can withdraw your consent at any time.
- **Access to your personal information:** You can request access to a copy of your personal information. We will not normally charge for providing this information to you.
- **Portability:** You can ask us to provide you or a third party with some of the personal information that we hold about you in a commonly used electronic form.
- **Rectification:** You can ask us to change or complete any inaccurate or incomplete personal information held about you.
- **Erasement:** You can ask us to delete your personal information where it is no longer necessary for us to use it and you have withdrawn consent, or where we have no lawful basis for keeping it. Note that we might be required by regulations to retain your information even if you want it to be deleted.
- **Right to object:** You can object to our processing of your personal information.
- **Restriction:** You can ask us to restrict the personal information we use about you where you have asked for it to be erased or where you have objected to our use of it.



## How we gather and use personal information

We need to obtain information about you, so that we can provide the financial advice you require. We use information relating to your personal situation and financial position.

### **We obtain personal information:**

- directly from you, usually in a face-to-face meeting but potentially also by telephone or other means;
- from other organisations such as investment/pension/insurance providers, where you have provided authority for them to share information relating to your existing plans;
- from your professional advisers, where you have provided authority for them to share information.
- we may also obtain some personal information from recording calls or meetings or by making contemporaneous notes of calls or meetings.

We hold such information as Data Controllers in accordance with the requirements of the Data Protection Act 2018 and the EU General Data Protection Regulation, together referred to as the 'Regulations'.

We use this information to analyse your current and future financial needs so that we can ensure that any subsequent advice takes due account of, and is suitable for, your circumstances. We will not share your information with any other party except as indicated in this Privacy Notice or where required to do so by any statutory, governmental or regulatory body for legitimate purposes.





## Legal basis for collecting/processing information

The legal basis on which most of the information that you provide will be collected and processed is to enable us to provide the financial advice that we have agreed you require. However, some types of information require your explicit consent, particularly in relation to any adverse health history you might have. We will seek your consent if required. Where you have given us consent, you have the right to withdraw it at any time.

Where you provide data in relation to another data subject who is not present, for example your spouse, partner or child, we will assume that consent has been provided to you by that individual. This situation may arise where we need information about persons connected to you in order to provide suitable advice, or where this information is needed to appoint them as a beneficiary on a policy. Where appropriate, we may send a copy of this Privacy Notice to the connected data subject.

## Keeping personal information

We keep your personal information securely for as long as we need to for the purpose of providing you with financial advice under the Terms of Business and Client Agreement (contract) or for as long as we are required to by relevant regulations.

## Sharing and transferring personal information

In the course of providing suitable financial advice, we will need to share your information with certain third parties. The categories of third party we may share your information with are listed below.

- Insurance Providers
- Pension Providers
- Annuity Providers
- Investment Providers
- Investment Platforms
- Providers of Pension Transfer Comparison Reports
- Compliance Advisers
- Paraplanning and/or administration services providers
- Legal Advisers
- Back Office Systems Providers
- Third Party Software Providers

We will only share your information with third parties when necessary and will ensure that any third parties that we do share your information with have sufficient data protection processes in place.

# The Agreement Between You and Apricity Wealth Management

The provisions of these Terms of Business will take effect immediately from when they are provided to you and will continue in force until they are cancelled by you or us, or they are replaced by updated Terms of Business.

Our regulatory status - Apricity Wealth Management UK Ltd is an Appointed Representative of ValidPath Limited which is authorised and regulated by the Financial Conduct Authority, Firm Reference Number 197107. Apricity Wealth Management Wealth Management provides 'whole of market' advice in relation to investments, pensions and non-investment protection contracts.

Apricity Wealth Management is regulated in the United Kingdom. You can check this on the FCA's Register by visiting the FCA's website <https://www.fca.org.uk> or by contacting the FCA on 0800 111 6768.



**Customer classification** - Unless we tell you otherwise, we propose to classify you as a Retail Client.

Unless clearly stated in writing to the contrary, it is our understanding that you forever intend to reside in the United Kingdom, and you will advise us immediately if you are considering moving abroad.



**Communicating with you** - Our normal ways of communicating with you are by telephone, post, e-mail, portal text message or in person. Our communications will be in English.



**Unsolicited real time financial promotions** - As an established customer, we may on occasion need to contact you, either by telephone, letter or email, as part of our business relationship. You have the option to opt-out of these contacts - see the sign-off page on the last page of this document.



**Instructions** - We require our clients to give us instructions in writing. We will accept oral instructions at our discretion, which must be confirmed in writing. We can refuse your instructions at our discretion.



**Right to withdraw** - You will be advised at the point of sale where a right to withdraw applies and the relevant circumstances.



**Professional indemnity** - Our authorising Network (ValidPath Financial Limited) holds compliant Professional Indemnity Insurance that satisfies FCA requirements.



**Law** - English law will be the basis of this contract and the language in which this contract will be interpreted, and in which all communications will be conducted, will be English. Notwithstanding the means of communication, it is understood and agreed that any action and/or dispute involving this agreement will be exclusively determined applying English Law in British Courts.

All advice given by the Firm takes into account taxation and other legislation applying in the UK only. We accept no responsibility or liability for any financial or other loss incurred by you through our advice or otherwise due in any way to other taxation, regulatory or legislative regimes. If you think you might be subject to any tax or legislative regime outside of the UK, then we recommend you seek specialist advice before you proceed with any recommendations made by us.

Any notice given under these Terms shall be in writing and shall be deemed to have been duly given if left or sent by first class post or registered post and shall be deemed to have been received by the addressee two working days following despatch of the notice, or if by hand, simultaneously with the delivery. To prove the giving of notice, it shall be sufficient to show that it was despatched.

You shall not be entitled to assign or transfer the benefit of the Terms contained in this Agreement. We are entitled to assign or transfer the benefit of the Terms. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Terms of Business.

Legal and accounting advice - We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant.

## Limitation of Our Responsibility And Liability

Nothing in these terms detracts from or avoids our responsibility to provide you with suitable advice and service, nor from your right to complain to the Financial Ombudsman. Subject to our duties or liabilities under the Financial Services and Markets Act and the other provisions of these terms, we shall only be liable to you for any loss or damage you may suffer as a direct result of any services which we provide to you to the extent that such loss or damage arises as a result of fraud, negligence, or wilful default by us.

### You accept that:

1. We are only responsible for transactions that we advise you to undertake and that are transacted under our agency. For the avoidance of doubt, this means, for example that if we recommend you invest in a portfolio consisting of funds A, B, C, D and E, and you subsequently invest in one or more of those funds without conducting the transaction via our firm, we are not liable in any way for any consequence of that transaction.

2. Where you are not paying us an ongoing fee for any particular investment, we shall not provide any further advice in relation to that investment or be responsible in any way for the oversight thereof.
3. We will not be liable for any losses, damages, liabilities, or claims incurred due to:
  - a. The fall in value of any investments held by you.
  - b. any service-related issues or delays caused by third parties which are beyond our control.
  - c. the completeness or accuracy of the information prepared by a third party.
  - d. the loss of any documentation (including without limitation share certificates or other documents of title) in the UK postal system.
  - e. the alteration or loss of confidentiality of any emailed information or electronic message.
  - f. penalties, surcharges, interest, or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or from the failure by you or others to supply any appropriate information or from your failure to act on our advice or to respond promptly to communications from us or the tax authorities.
  - g. reliance by any third party on our advice or work unless we have consented in writing to the same.
  - h. a failure or delay in implementing instructions as a result of our inability to verify the authenticity of the instruction or where we consider the instruction to be unclear or ambiguous.



## Cancellation and Amendments

We want you to enjoy the process of working with us and hope that we have a long-standing relationship however, both you and we can end this agreement taking into consideration the following:

- We may terminate this agreement by giving you at least 30 business days' written notice.
- You may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will take effect from the date of receipt.
- Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.
- You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.

**This Agreement will terminate automatically if:**

- a. Either party commits a material breach of the terms thereof;
- b. The Firm ceases to be regulated by the FCA or another appropriate regulatory authority (except for the purpose of amalgamation or reconstruction);
- c. Either party becomes bankrupt or goes into liquidation, except for the purpose of amalgamation or reconstruction.



### Future changes

In accepting this Terms of Business, you agree that we may change the future content without receiving your prior consent to do so, but we will not conduct any investment business for you following any change unless we have given you at least 20 business day's notice, unless it is impracticcal to do so. If we work with you on an ongoing basis, any future changes will be fully explained to you at our regular meetings, before we ask you to renew your agreement with us.



### Product cancellation rights

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





## Working with providers

Under the rules of our regulator, the FCA, as a firm providing independent advice, we are unable to accept or retain payments or benefits from other firms (for example product providers) as this would conflict with our independent status.

From time to time we may a\_end training events funded and / or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

## A Point of Contact

### What if it all goes wrong - how do I complain?

Needless to say, we intend to do everything we can to ensure that nothing goes wrong, and that our advice is the very best it can be. But sometimes difficulties occur, and if you feel you want to complain, we have a very clear, written process to help you do so. A copy of that process can be provided at any time

If you have a complaint about financial loss, material inconvenience or material distress, please refer this to our Complaints Officer at ValidPath Limited, Complaints Department, The Maltings, East Tyndal Street, Cardiff, CF24 5EA who will investigate the matter in full and provide you with a formal analysis of their findings. If you are not satisfied with their response, you have the right to refer the matter to the Financial Ombudsman Service (FOS) within 6 months of the date of their letter.

We reserve the right to reclaim costs and expenses reasonably incurred by the Firm or ValidPath Limited in defending any complaints to the Ombudsman or Courts or similar system which are of a frivolous or vexatious nature. This applies to circumstances surrounding any products or advice given from this point, as well as previously. If the complaint is not upheld we will recover whatever costs, if any, are allowed.

If at any time you would like to discuss with us how our service could be improved, please do not hesitate to contact us.



## Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Here are some typical examples:

**Investment/ pension advice** - Up to £85,000 per person per firm, if the firm fails after 1 April 2019.

**Insurance advice** - 90% or 100% of the insurance policy, depending on the type of insurance, if the firm fails after 8 October 2020.

Further information about compensation scheme arrangements is available from the FSCS.

## Your Agreement to Become a Client of Apricity Wealth Management

This agreement is between you the undersigned, and Apricity Wealth Management, represented by your adviser named below. It is based on the above terms of business and governs all future transactions between us, unless these terms are superseded, in which case you will be notified in writing and asked to sign your agreement to the new terms.

We will ask you to sign a separate fee agreement for each piece of work we undertake for you.



### Client consent

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS. Please note that this might interfere with future service and policy reviews.



### Data Protection

Please tick this box to give consent to us processing 'special category personal data'.

We can only process such data with your explicit consent. If you choose not to provide this consent, this may limit the products and services which are available to you, and may prevent us being able to provide you with appropriate advice.

I / We confirm that I/we have read and understood the contents of this Agreement and consent to the Terms. I / We acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated.

This agreement is governed and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English courts.

## Client Signature

Client name(s)		
Client signature(s)		
Date		

## Signed on behalf of Apricity Wealth Management

Name & Position	Victoria Bulgin - Director
Adviser signature	
Date	

