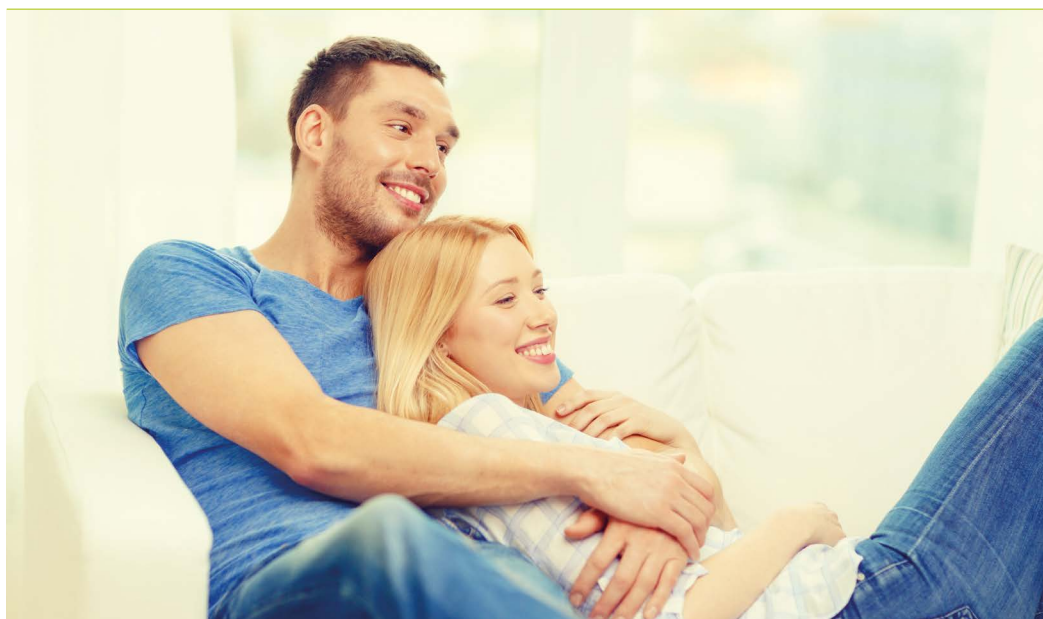


Your guide to our services

Providing financial reassurance



Contents

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► The purpose of this document	2	Terms of Business	
► A little about Polestar Financial Planning	2	► Confirmation of our advice areas	5
► How we help people like you	2	► Confirmation of whose products we offer	5
► The stages of financial life where we can help you	2	► What you will pay for our services	5
► Our process for providing quality advice to you	3	► Financial Planning events and ongoing relationship	6
► How to pay for our services	4	1) Financial planning event – advice and implementation	6
► The marketplace we research on your behalf	4	2) Ongoing relationship to maintain the plan	7
		► Client Planning Meeting “Your Plan”	8
		► Your peace of mind and protection	9
		► Client Resources	12



The purpose of this document

- ▶ Gives you information about our business and services, so that you know what to expect when working with us.
- ▶ Inform you about how we are regulated, and provide reassurance about the security and peace of mind you can expect.
- ▶ Set out the terms of business between our firm (as an Appointed Representative) and our clients.
- ▶ These 'Terms of Business' apply until further notice. In case of any ambiguity, the 'Terms of Business' section will take precedent.
- ▶ Either party can end these terms at any time, without penalty and this will not affect any outstanding transactions being carried out on your behalf.

A little about Polestar Financial Planning

Our name is inspired by the Polestar in the night sky. This reflects our desire and aim to be a guiding light in your financial journey.

We want to be recognised for being reliable, stable, and a trusted source of advice from which you can get reassurance about your current position, regardless of where you are on your financial journey.

All clients receive dedicated financial planning which means that we are able to provide a high level of personal care, focus and attention to detail.

Our financial advisers are supported by our team of administrators and researchers, freeing up their time to ensure they spend as much time with YOU as required. The main adviser offices are based in Yateley in Hampshire.

How we help people like you

We find that clients prefer to be treated as individuals, seeking to establish a relationship with a specific individual that they can get to know and trust.

This is why many of our clients, who previously dealt with Banks and larger advisory firms, have come to us, because:

- ▶ You will be treated as an individual – not a number.
- ▶ You can establish a close working relationship with your Financial Planner.
- ▶ Your Financial Planner will be available when needed as well as delivering periodic regulatory (MiFID2) reviews.

What sort of people do we help most?

We are well positioned to help people who:

- ▶ Have little time and / or expertise to manage their financial affairs.
- ▶ Are seeking expert financial advice on achieving their goals.
- ▶ Want to make the most of their hard earned money.
- ▶ Want an expert to help and cut through the jargon and depth of financial information available to them.
- ▶ Are seeking a sense of control, reassurance and financial freedom.
- ▶ Have a particular issue they need financial help with.

The stages of financial life where we can help you

Protecting income	Protecting you and your family's standard of living against a premature death or the financial impact of serious ill health.
Managing liabilities	Scouring the market for the best mortgage arrangements for your home, second home, buy to let or commercial properties.
Tax planning	Making use of tax shelters and allowances to reduce your burden of tax on your wealth.
Financial independence	Tax efficient savings strategies for when you do not want to work or can no longer work.
Estate preservation	Preserving the value of your estate for the benefit of your family and beneficiaries, and mitigating inheritance tax.
Wealth retention	Helping you assess and manage the risks to your wealth such as inflation, market volatility, low interest rates etc.
Business wealth	Helping small and medium sized enterprises protect their assets.

Our research showed that 4 of every 5 people we meet for the first time recognise something so valuable that they take immediate action.

We will be there for you throughout your financial journey.



Five steps for a quality service

Our process for providing quality advice to you



You will receive clear details on what the total fee is, the advice/services it relates to, how it has been calculated and when it is due to be paid.

Please note, you will be under no obligation to implement any recommendations we make through Polestar Financial Planning, but an advice charge may still be levied for the work undertaken.

Stage 1.1) Discovery or Review Meeting

Your financial planner will start by listening carefully to your objectives, needs and priorities, in the context of your short, medium and long term financial aspirations.

By gathering information from you, they begin to understand your current situation and what provisions you have in place already.

Then, by exploring your hopes and aspirations, they can construct a picture of what you want to achieve, taking into account your knowledge, experience and attitude to risk and return.

This stage also allows you to understand what to expect from us and how you will benefit from using our services.

Stage 1.2) Research to Build Client Plan

We'll explore and research various scenarios and options and start to put together a road map to help you move towards achieving your objectives.

We will assess the suitability of your current plans and make recommendations to help you achieve your current and future objectives. *This stage is fee based.*

Stage 1.3) Present Plan & Recommendations

Your financial planner will sit down with you and go through your plan and recommendations answering any questions you may have. *This stage is fee based.*

Stage 2) Implement Plan & Recommendations

Here's where your plans start to take shape.

Most of our clients prefer us to complete, check and manage the documentation required for them to put 'Their Plan' into action. This saves them a lot of time and energy, and helps ensure that plans are set up in line with expectations. The cost of this service will be included in the fee structure that has been agreed.

Alternatively you may decide you wish to implement our recommendations yourself, and so can simply pay a fee for our time and expertise up to this point.

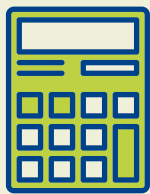
Should you choose to implement your plan and your choice of recommendations, your fee in 1.2 and 1.3 may be discounted against your stage 2 implementation fee.

Stage 3) Ongoing Support, Your Choice

We believe that most clients will benefit from a review of their circumstances and we offer a range of options. This may depend on which stage of life you are in as well as your relative level of wealth.

Many clients like to meet up regularly to take advantage of valuable allowances, or understand the impact of UK Government Budget announcements.

You will also hear from us at other times during the year when we feel something may be of interest to you, or you may wish to get in touch yourself, if your circumstances or objectives have changed.



You are not obliged to implement any of our recommendations. However, we may still charge a fee for our advice.

No two clients or recommendations that we make are the same. That said, our experience means that we know what the minimum time required is likely to be in core advice areas and the implementation costs around enacting our advice. This may be represented to you in our fee menus by certain areas having a minimum figure.

How to pay for our services

It is important that you understand how we charge for our services:

- ▶ **Choice:** You choose how to pay us, whether you use our ongoing services or just use us for a one-off financial need.
- ▶ **Options:** We will explain your payment options to you and answer any questions you may have.
- ▶ **Agreed advice fees:** You will not be charged until you have signed a fee agreement outlining how we work together.
- ▶ **Transparency:** You will receive a clear explanation of our total fee, the advice or service to which it relates to, how we've calculated it and when you need to pay it.
- ▶ **VAT:** In certain circumstances in the delivery of our service to you VAT is not payable. However, there may be other occasions when VAT is due and if so we will tell you before you engage our services.
- ▶ **Client Money:** We never handle clients money.

Here we set out the various ways in which we might receive payment for our advice and services.

Paying us directly

We will charge you a fee for advice we give you. We may also receive a commission from an insurance company or mortgage lender. We explain our fees in more detail, starting on page 5.

Your financial planner will agree with you in advance the fees we will charge and they will set this out in our 'Authority to Proceed' document. You may pay us by cheque or bank transfer.

Provider facilitation of your fee

In most cases you will be able to authorise the investment provider to deduct our fee for advice from your investment.

You may also be able to pay any ongoing service charges from your investment.

In some circumstances this could create a capital gain and a possible tax liability. We would take this into account in our recommendation.

Provider payments to us

We do not receive commission for setting up regulated investment products. However, we may receive commission on certain non-regulated products and mortgages.

Introducer payments

We may also receive an introducer fee, should we pass your specific enquiry on to a specialist professional adviser. If this happens we will tell you.

The marketplace we research on your behalf

- ▶ We choose to restrict our comprehensive advice service to a carefully chosen range of products, providers and services available from the whole market in order to provide greater value. Our panel has been hand-picked and meticulously researched by the industry experts that work with Quilter Financial Planning. This not only keeps costs low but helps to ensure our service is of the highest quality and remains up-to-date and appropriate for our client's needs.
- ▶ Furthermore, if an occasion ever arises where we are unable to meet any specific need a client might have via our chosen providers, we are able to search the broader market for an appropriate solution.
- ▶ We believe this approach offers clients the best of both worlds: a first-class range of providers, products and services designed to cost effectively meet the vast majority of their needs, plus the capability to look more widely should the need arise.



Terms of Business

Confirmation of our advice areas

INSURANCE			
<input checked="" type="checkbox"/>	Advice – Your financial planner will advise and make a recommendation for you after we have assessed your needs for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance as an insurance intermediary.	<input type="checkbox"/>	No advice – You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
INVESTMENT			
<input checked="" type="checkbox"/>	Advice – Your financial planner will advise and make a recommendation for you after we have assessed your needs.	<input type="checkbox"/>	No advice – You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

We will confirm to you if any product we are recommending is not regulated by the FCA.



Confirmation of whose products we offer

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

What you will pay for our services

INSURANCE	
	No fee for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance. We will be paid by commission from the company, that has already been included in the premium.
<i>You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.</i>	
INVESTMENT	
	Standard fees – where you wish to take advantage of our full advice process, or our ongoing service options. These are shown by way of implementation and ongoing service fees, and it is likely that no VAT is due on these fees.
	Ad hoc fees – where you do not wish to subscribe to an ongoing service, or where you want specific advice or project work. It is likely that VAT may be due on these fees.

*Payment for our services will be on the basis of an agreed Advice Fee.
We will discuss your payment options with you and answer any questions you have.
We will not charge you until we have agreed with you how we will be paid.
You will see all our fee options displayed to you on the following pages.*



Financial Planning events and ongoing relationship

Our services comprise two sections. The first section is advice and implementation for any financial planning event. The second is the ongoing relationship to maintain the plan delivered through each financial planning event.

1) Financial planning event – advice and implementation

As your adviser we will be paid by you for the advice we give you.

The section below sets out the implementation fees for the initial advice we offer under stage 2 (see page 3). Once we have a better understanding of your situation, we will go through the fee structure and be able to give you the actual fee amount that will apply to you.

We will act as the intermediary between the product provider(s) and you with a view to arranging the purchase of the Retail Investment Products as we have agreed.

Unless otherwise explained the fees below will cover a full advice process: understanding your current situation, objectives, attitude to risk, research to identify suitable solutions, documenting our recommendations and implementing the agreed solutions.

Initial Investment Approach

- Consistent 10 factor driven long term evidence-based investment approach.
- Dedicated investment process and robust components represented in an inverted pyramid of due diligence on behalf of our clients.
- Polestar Financial Planning works alongside Quilter's investment committee who provide rigorous academic research. They implement an expert investment approach in pursuit of improved returns for investors through the Quilter matrix of funds sourced from the whole of market alongside the extensive Cirilium range of funds.

Fees for the design, production and implementation of your financial planning strategy and Lifetime Income Plan are calculated as follows: -

Implementation fees under stage 2

When our work involves financial planning around a capital sum, our implementation fees are a percentage of that capital sum or transfer amount:

3.0%	on the first £100,000
2.0%	on the next £100,001 to £500,000
1.0%	on any balance

Our typical implementation fee is 3.0% of the capital sum advised on, which for funds of £75,000 would be £2,250 and for £150,000 would be £4,000. As there is a minimum amount of work involved, with even relatively small capital sums, there is a minimum fee related to any work conducted of £990 (see ad hoc fee schedule).

The tiered fees per individual are only charged on funds once. When the lower fee of 1% is achieved that is all that will be charged on any future advice implementation.

Should you invest through regular contributions, our range of implementation fees are:

35%	Of the first £250 of monthly contributions in the first year
25%	Of the next £500 of monthly contributions in the first year
10%	Over £750 of monthly contributions in the first year

Our typical implementation fee is 35% of the first year's contributions, which for a regular premium of £150 per month, would equate to £630 ($12 \times £150 \times 0.35$).

For contributions above £250 per month our typical implementation fee is 25%, which for a regular contribution of £300 per month this would equate to £1,200 ($12 \times £250 \times 0.35$ plus $12 \times £50 \times 0.25$).

Minimum Fees & VAT

- The fees outlined are raised when the investment is made and will NOT be subject to VAT.
- Any variation to this amount will be confirmed in writing to you before proceeding further. This may be for example where your personal situation is more complex regarding income sources, taxation, or residence.
- Once funds have had a Polestar implementation fee applied further advice and implementation such as Bed & ISA; Bed & Pension; Partial Pension Income Delivery; etc would be subject to the minimum fee of £990 subject the complexity of the new advice and implementation thereof.
- If you ask us to stop work after agreeing to these fees you will be invoiced a proportion of the agreed fee. This fee will be based on when you ask us to stop working and subject to our minimum fee (see ad hoc fee schedule).
- If detailed recommendations with illustrations have not been provided and discussed with you at this point; it is likely that VAT is due on these fees.

Existing client discount

We are committed to treating clients fairly. Our research has shown that the time it takes to work with a new client is longer than an existing client, mainly related to getting to know them to advise them comprehensively. To reflect this and to reward the loyalty of our existing clients, we offer the following:

- Reductions on implementation fees by combining the value of your investments with any proposed new monies i.e. Instead of attracting the standard fee that applies only to the new investment amount, we apply the rate that would be applicable as if all the investments were combined.



Family discount

Any family referrals or connections such as parents, their children, brothers and sisters, related children, grandchildren, and those directly linked by marriage benefit from linked funds ongoing fees discount. Under the rules of the General Data Protection Regulation

(GDPR) all private information is securely held and not shared with any family member. However the consolidated family ongoing fee will be related to the total family funds that we support you with not just the individual or couples' funds.

2) Ongoing relationship to maintain your plan

Your ongoing fees contribute to the maintenance and integrity of your investments as well as contributing to various FCA and industry levies.

Set out below are the detailed elements for the indicative levels of ongoing service that we deliver to our clients. You can, if you wish, add or enhance levels of service with your adviser if you feel appropriate.

Minimum fee levels will apply to our ongoing services (see page 8). These are reviewed annually, and you will be fully informed of any changes well in advance.

Ongoing investment planning fees are:

0.9%	up to £100,000 on all funds
0.7%	up to £600,000 on all funds
0.5%	Over £600,000 on all funds

Please note that as the fee is based on the investment value, the actual amount we receive will increase (or decrease) in proportion to any increase (or decrease) in the value of your portfolio. The percentage rate band achieved is the single rate applied to ALL FUNDS.

Examples of ongoing fees

- ▶ If your investments are valued at £90,000 our fee is 0.9% per annum. Therefore, the annual payment to us will be £810 / 12 (£67.50) paid monthly.
- ▶ If your investments are valued at £500,000 our fee is 0.7% per annum. Therefore, the annual payment to us will be £3,500 / 12 (£291.66) paid monthly.

- ▶ If your investments are valued at £1.2m our fee is 0.5% per annum. Therefore, the annual payment to us will be £6,000 / 12 (£500) paid monthly.

Ongoing Investment Approach

- ▶ Polestar performs annual platform suitability review on behalf of our clients.
- ▶ A review of your investment time-scales and associated attitude to risk and capacity for loss, to ensure continued appropriateness of your investments/pensions etc. This will help to ensure that the asset allocation of your investments remains suited to your risk profile.
- ▶ An assessment and review of investment performance and markets to determine whether you are on track to meet any specific goals/objectives.

Impact of Fees

When you make an investment there will be costs involved which will impact on your investment returns. These costs will typically comprise of the platform charge, the fund managers charge and our advice fee. As a typical example these charges may amount to 1.9% a year, so your investment return will be reduced by this amount each year. Your personalised illustration will clearly show the actual costs that will apply to your investment.

Your financial planning support is your lifetime blueprint, where you set your own objectives and ambitions. We help you maintain your financial plan through planning meetings and overall relationship management.



Client Planning Meeting “Your Plan”

Subject to the Silver and Gold level of service our clients receive a planning review every 24 or 12 months including a full portfolio valuation.

At your planning meeting, we will cover:

- An update and appraisal of your financial and personal circumstances, and assessment of the impact of any changes e.g. births, deaths, marriage, divorce, career change, income/expenditure change, inheritance, health and any other changes you have experienced.
- A re-assessment of your financial goals and objectives to determine whether your existing financial plans and arrangements continue to be appropriate and suitable.

Year-round support is provided through:

- An appraisal of prevailing economic conditions e.g. interest/annuity rates and movements, and how such things might impact on your plans.
- An assessment of legislative or statutory changes, budget announcements etc. that might impact on your planning strategy, for example, changes in taxation, allowances, state benefits etc.

- Your client planning review will typically absorb 4 hours of your adviser's time (£250 x 4 = £1000) and 6 hours of administrator's time (£95 x 6 = £570) throughout the year for clients whose circumstances are relatively straight forward and uncomplicated.

Advice on new investments/savings will be subject to 'implementation fees' and a minimum fee terms as shown under our 'Investment Fees – Standard' section earlier. As an existing client, your funds are aggregated together to enable a more preferential fee to be applied.

► Cashflow forecasting

Building your Lifetime Income Plan with your personal and business lifetime objectives.

► Drawdown forecasting

This service oversees the drawdown of funds from your pension and investment portfolios, including ongoing reviews and recommendations.

Please note that these services on their own are likely to attract Valued Added Tax (VAT), in accordance with current HMRC (Her Majesty's Revenue and Customs) guidelines.

Where any of the above services are included in an ongoing service option, you will not be charged separately for these services.

GOLD	SILVER	BRONZE
Service delivered to clients with fee income in excess of £2,100	Service delivered to clients with fee income of between £900 and £2,099	Service delivered to clients with fee income of between £393 and £899 (Minimum income of £393*)
<ul style="list-style-type: none"> ► Face-to-face 'Client Planning Review' offered every 12 months ► Review your 'Financial Plan' ► Review your 'Lifetime Income Plan' which covers pension drawdown and cashflow forecasting ► Review risk taken with investments to achieve goals to put risk on or off the investment table ► Liaising with your other professional advisers i.e. legal, accountancy without extra charge ► Drawdown income and annuity review delivered as a complimentary part of Gold service ► Regular communications in relation to your investments maintenance ► Access to unique Quilter matrix, evidence based, investment service ► Regular 'Financial Health Newsletter' ► Financial Planning and Investment bulletins ► Client file retained and open to post ► We will write to you under your ongoing client planning service to provide an annual continued suitability of advice client pack plus full valuations 	<ul style="list-style-type: none"> ► Face-to-face or virtual 'Client Planning Review' offered every 2 years ► As per Gold 	<ul style="list-style-type: none"> ► Virtual 'Client Planning Review' offered every 2 years ► Access to Polestar Financial Planning on a sounding board Non-advice only basis
ADDITIONAL SERVICES		
► Client Planning Review (ad hoc) fixed fee		from £990
► To setup your Lifetime Income Plan – Advanced		from £990
► Annual tax allowance utilisation bed & ISA/Pension (adviser and admin minimum fee)		from £990
► Annual drawdown reviews ref income and annuity (complimentary part of Gold service)		from £600
► Pension allowances and lifetime protection review		from £1,500
► Pension consolidation analysis report (stage 1)		from £900
► Estate planning assessment and recommendations		from £1,800
► Long-term Care assessment written via trusted 3rd party		
► Corporate introductory level		from £4,500
► Any time related rate work		See Ad hoc rates table page 9

*Polestar organisation cost by client

According to Quilter research, it typically costs £393 per client for a financial planning practice to cover its basic indirect operational costs per client. Hence to be retained as a client your income fee to us must be £393 or greater per year.



Ad hoc level of support hourly rates

Administration	£95ph
Research	£150ph
Adviser	£250ph
Chartered Financial Planner/Director	£350ph
Minimum Administrator fee	£190
Minimum Adviser fee	£750

Note: there is a minimum implementation fee level of £990 based on a typical simple advise process requiring 2 hours administration, 2 hours research and 2 hours of adviser support.

Your peace of mind and protection

The permitted scope of our advice

We have set out above the general permitted business of Quilter Financial Planning Solutions by the FCA.

However, we are only able to offer advice from certain leading investment, insurance and mortgage companies. By restricting the permitted business to a selected panel of product providers and to a carefully chosen range of their products Quilter Financial Planning Solutions ensure that we are able to meet the needs of our clients and deliver the high standards they expect and deserve.

We provide a list of the companies on our panel on request.

Examples of products and services which we are prohibited from recommending include the following:

- ▶ Any overseas service or product (for example QROPS and QNUPS but excluding Offshore bonds designed for UK resident clients); and
- ▶ Non-Mainstream Pooled Investments (NMPs), such as Unregulated Collective Investments Schemes (UCIS).

In the event that you wish to consider a product or service which is not included in the Quilter Financial Planning authorised list, and which is outside of the offering of any other Quilter group company, we may be able to introduce you to a third party who might be able to provide you with further information and/or advice on a particular product or service. Please note though that in such circumstances, any such introduction and any information and/or advice on the product and service provided by that third party will be separate and distinct to those offered by any Quilter company. As such, Quilter does not accept any responsibility for any such introduction or for information and/or advice provided by any third party.

Please do not hesitate to call us should you have any queries or concerns: 01252 626200

Complaints – If you are not happy with our service

If you are not happy with our service or have a complaint about Polestar Financial Planning as a trading style of Polestar, your consultant or any financial advice you have received from us please contact us:

In writing: Quilter Financial Planning Complaints Department, Sunderland, SR43 4JR

Email: QFPcomplaints@quilter.com

Telephone: 0191 241 0700

We will be happy to provide you with a summary of the internal procedures for handling complaints, this is available without charge upon request or will be provided to you when we acknowledge your complaint.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

The Financial Ombudsman Service can be contacted as follows:

In writing: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

By phone: 0300 1239123 or 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You should note that if your product is not regulated by the FCA (for example, a buy-to-let mortgage), you may NOT be entitled to refer the complaint to the Financial Ombudsman Service.

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

Our contact details – Polestar Financial Planning

You may communicate with us at any time using the following contact details:

In writing: Polestar Financial Planning, Hurdcott Barn, Cricket Hill Lane, Yateley, Hampshire, GU46 6BB

By phone: 01252 626200

Email: office@polestarfp.com

Our regulator – The Financial Conduct Authority

Polestar Financial Planning as a trading style of Polestar (FCA register number is 594013) is an Appointed Representative of Quilter Financial Planning Solutions Limited (FCA register number 184591) of Senator House, 85 Queen Victoria Street, London, EC4V 4AB which is authorised and regulated by the Financial Conduct Authority.

Our permitted business is advising on and arranging pensions, investments, mortgages, life assurance and general insurance.



You can check this on the FCA's Register by visiting the FCA's website at www.register.fca.org.uk/s/ or by contacting the FCA on 0300 500 8082 or 0800 111 6768. Polestar Financial Planning's FCA reference number is 594013.

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

Client categorisation levels for your protection

The FCA has rules which affect the rights you have as a client. In our dealings with you we will be representing you as the client.

By default, we categorise all of our individual clients as 'retail' clients. The range of financial products and investments we recommend are tailored to meet the needs of retail clients. As a retail client, you will have rights under the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS). These rights will apply to the provision of the advice we provide.

In most cases these rights will also apply to the products we recommend. However, there are some exemptions for specialist products such as Enterprise Investment Schemes and Venture Capital Trusts. Your adviser will let you know if the product recommended will not have rights under the FOS or FSCS.

There are other client categorisations that don't have these rights. These are "professional" clients and "eligible counterparties".

You may have the right to be categorised as a professional client and revoke your retail client status on request. Should you feel you have the skills, knowledge and experience to be a professional client and don't wish to have the same protection afforded to retail clients (as explained above), please let me know and we will complete the forms necessary to re-categorise you.

If you have any questions regarding your categorisation (e.g. if you are a large company), please write to Quilter Financial Planning Ltd Compliance Department, Sunderland, SR43 4JR or using the contact details above.

Client money peace of mind

We do not handle client money. We never handle cash and will only accept a cheque made out to us in settlement of Advice and Service fees. Our preferred method of payment is via bank transfer.

Your duty of disclosure

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

It is your responsibility to provide complete and accurate information to a provider (a provider being for example, an organisation that provides insurance, mortgage or investment related plans). It is important that all statements made on any proposal form, or on any additional documentation, are full and accurate.

Please be aware that if you fail to disclose any relevant information, or any change of circumstances to a provider, then the terms of your desired plan may be invalidated

(e.g. an insurance claim may not be paid). We strongly recommend that the information you provide is checked thoroughly prior to submission.

Client risk

The value of investments can fall as well as rise. You may get back less than you originally invested. The price of investments that we recommend to you may depend on fluctuations in financial markets or other economic factors that are beyond our control. The past performance of an investment or product is not a reliable indicator of future results. You should therefore carefully consider all investment/product decisions.

Any specific warnings relevant to particular investments, investment strategies, or products will be provided to you in your Suitability Advice Report and/or your Demands and Needs Statement collectively (Written Advice).

Investment, Mortgage and Protection Advice and Recommendations Scope

Any investment, mortgage or protection advice your adviser provides will be based on your personal financial circumstances and objectives. We will confirm these and the reasons for any recommendation in your Written Advice

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

Paying for advised services

Where payments are facilitated through a product, this will impact the actual amount remaining invested. Payment of the Initial Advice and Ongoing Service fees facilitated by the relevant Product Providers or Platform administrators will be as a percentage of contributions invested or of the value of the plan's value/funds under management as at the anniversary of the initial investment. As such, the cash equivalent amount will vary depending on the value at the time.

Providers/Platform administrators will detail the specific process they operate to facilitate a fee in their literature. If you opt to pay the Adviser Charge directly (not through a product) an invoice will also be provided, which must be settled within 14 days of issue (we reserve the right to charge interest on late payments at a rate of 3% above Bank base rate).

Full details of the final advice will be provided in the Suitability Advice Report. Full details of the any future service fee will be provided either in the Suitability Advice Report or 'Authority to Proceed' document prepared for you by your Adviser. You will also be asked to sign and return a copy of the Authority to Proceed document to confirm your understanding and acceptance of the arrangements.

Other costs, including taxes, related to transactions may arise that are not paid via us or imposed by us. For further details on how to pay for our services, please read the "Guide to Our Services". There are no additional charges for our services for using a means of distance communication.



Implementing investment solutions

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

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

These funds will typically be bought via an investment platform that we recommend for you. Once we have completed the advice process the investment will be made for you in a timely manner, and in accordance with our Best Execution Policy. For example, for the majority of collective investments, they will be bought or sold at the next Valuation Point (typically 12.00 Midday) the next business day, after the instruction has been received by the platform.

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

Cancellation / termination of authority

You can cancel these terms of business at any time without penalty. This will not affect any outstanding transactions being carried out on your behalf and you may still have to pay a fee to us – see Investment Advice Refunds below.

To cancel these terms of business you should notify us using the contact details above.

The Ongoing Service fee or our authority to act on your behalf can be cancelled at any time, without any penalty, by email or post using contact details above. These methods ensure we have an audit trail for your instruction. You will be responsible for cancelling any instructions from your bank. If the fee is being taken from your investments we will endeavour to instruct the Provider, Platform or DFM to stop the fee within 5 working days of receiving your instructions and refund any over payment if we are unable to meet this commitment.

Your investment portfolios are unique to the Polestar Financial Planning evidence based investment process provided by our agency, with Quilter as our network. Therefore we reserve the right to either convert your investment to cash on the termination of our authority or continue to charge the ongoing fee until such time as you apply a new investment approach, based on your own choices or your new adviser's.

You may ask us for an updated estimate of your advice charge at any time and you may ask us not to exceed a given amount without checking with you first.

Client re-engagement

We reserve the right to apply a re-engagement fee to re-establish a past clients current circumstances and situation should they wish to seek our services again. The re-engagement fee would be a minimum of two times the minimum fee noted under our fees section.

Investment advice refunds

Our standard policy is that in circumstances where this agreement is terminated, a recommendation is not followed through to implementation, or a product arranged is cancelled at any time, no refunds will be given and all work undertaken will be billable and due. Please note that this does not affect your statutory rights or ability to complain.

If you cancel your investment(s) in the cooling off period or stop regular contribution payments the fee will no longer be due unless a minimum fee is stated in this Terms of Business and your Authority to Proceed.

Language

Unless agreed by us at outset all communication will be completed in English. We will communicate in a manner that is convenient to you, this could include Face-to-Face meetings, Post, E-mail and by telephone using the contact details above.

Location of advice

All advice will be conducted in the UK. We do not have permissions to give advice when either you or I are located in any location (outside the UK).

Timing of written advice

Financial Planning: Polestar Financial Planning will send you a Suitability Advice Report setting out the reasons for our recommendation at the time of our recommendation and where applicable before implementing any advice that we have recommended.

Protection Advice: We will send you a Demands and Needs statement setting out the reasons for our recommendation, before the policy starts. If we are advising you by telephone, and the policy starts on the same day, the Demands and Needs statement will be sent by the end of the next working day.

If you would like this in an alternative format e.g. Braille, Moon, Clear and Large Print, Audio documents (Cassette, CD, MP3 or Wav) or any other languages please let us know.

VAT

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

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

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

However, where a Discretionary Fund Manager (DFM) forms part of a solution, then VAT will become chargeable.

Declaration of other interests

To ensure that client interests are always put first, we operate a robust Conflict of Interest and Inducements Policy. If a potential conflict of interest does arise it will be actively managed, and we have arrangements in place to ensure that all our clients are treated fairly. If we feel that our interests conflict with yours, you will be contacted, and we will obtain your consent to proceed. Our full conflict of interest policy is available on request.

Minor non-monetary benefits

We are not able to receive or retain any inducements from a product provider. Should we receive any additional fee, commission or monetary or non-monetary benefit as a result of a recommendation made to you, we will return this to the product provider or transfer it to you (as appropriate) and attempt to stop further payments or inducements being received.

Our ownership

Quilter Financial Planning Solutions Limited are part of the Quilter Group. The Quilter Group of companies offers a range of pension, protection, and investment solutions through both a UK and International platform. This may give rise to a potential conflict of interest where a company within Quilter Group has a suitable solution for your needs. If such a situation occurs, I will ensure that my recommendation is the best execution of your needs. I will also highlight the potential conflict of interest at the time of making the recommendation.

Addressing financial crime

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

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

This 'foot-print' is not visible to other financial service providers and does not affect your credit rating in any way. In accordance with the Data Protection Act 1998 acceptance of these terms and conditions represents your permission for us to access this information.

Financial Services Compensation Scheme (FSCS) current limits

We are covered by the 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. i.e. it differs for investments, insurance, mortgages, and bank accounts.

Further information about compensation scheme arrangements including the conditions governing compensation and the formalities which must be completed to obtain compensation is available from the FSCS via its website at www.fscs.org.uk

The law under which we operate

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

The Data Protection Act 1998

The personal information you provide will assist your financial adviser in offering you the best advice as required by the Financial Services and Markets Act 2000. The personal data you provide will be used and stored in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR) under UK law. Before collecting any data from you, you will be issued with a Privacy Notice, which will explain in full how we collect, process and store your personal data as well as the purposes for which we require your personal data under the relevant UK laws, and you will be asked to agree to the collecting, storing and use of your Personal Data and any Special Category Data for the purpose of providing advice.

Privacy notice

We, together with Quilter Financial Services Limited, Quilter Wealth Limited, and Quilter Mortgage Planning Limited (collectively to be known as Quilter) are the joint data controllers of any personal data you provide to us in accordance with these terms of business and any further information which you provide to us during our relationship with you.

We and Quilter each have a legal obligation to comply with applicable data protection legislation. Information on our uses of your personal data is set out in your Advisor's Privacy notice which can be accessed on their website or on request.

We will collect and use your personal data such as your name and contact details and other information for the provision of financial advice and to provide you with financial products or services, including related services such as administration, risk assessment, fraud prevention and regulatory purposes.

In order to provide these services, we may share the personal data you provide with, The Quilter group of companies, third parties such as other advisors within

the Quilter network, product and service providers, administrators of a scheme relating to your investment plan, and third-party companies providing administration services. We may also need to share it with HM Revenue and Customs and our regulators such as the Financial Conduct Authority or the Prudential Regulation Authority in certain circumstances.

Your rights and how to contact us

For further information on how we use your personal data and your rights in relation to your personal data, please see your Advisor's Privacy Notice which can be accessed on our website at polestarfp.co.uk/privacy-notice or provided on request.

Should you have any enquiries relating to the personal data that Quilter may hold about you, how your personal data is processed, or how to exercise your rights you can contact our Data Protection Officer, at QFPdataguardian@quilter.com

Accessibility

Please note that a paper / hard copy of this document is available, upon request.

If you would like this document or any other document in an alternative format e.g. Braille, Moon, Clear and Large Print, Audio documents (Cassette, CD, MP3 or Wav) or any other languages please let us know.

Client Resources

Key Guides

Polestar Financial Planning produce a series of Key Guides to address complex issues in a way that is simple and easy to understand. They are regularly updated, highly informative and free to download from our website.

polestarfp.co.uk/resources/key-guides

They cover the following areas:

- ▶ [Investment planning and asset allocation](#)
- ▶ [You and yours – estate planning](#)
- ▶ [The financial planning journey](#)
- ▶ [Taxation of property](#)
- ▶ [Saving for retirement](#)
- ▶ [Investing for Children](#)
- ▶ [Business succession planning](#)
- ▶ [Investing tax-efficiently](#)
- ▶ [Pensions and tax planning for high earners](#)
- ▶ [Financial protection – for you and your family](#)
- ▶ [Making the most of ISAs](#)
- ▶ [Taking income at retirement](#)
- ▶ [Investing in VCTs and EISs](#)
- ▶ [Later life planning](#)

Newsletter

Polestar Financial Planning's monthly newsletter, *Financial Health*, is emailed direct to clients as part of our ongoing service.

Briefing Notes

These are produced on an *ad hoc* basis as required and focus on a single subject. They are emailed direct to clients as part of our ongoing service.

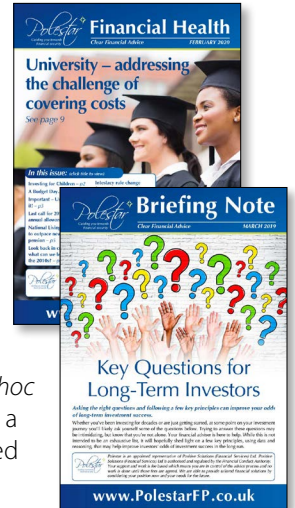
Website

As well as the Key Guides our website contains other useful client resources such as calculators, videos and blog.

polestarfp.co.uk

Social Media

You can also find us on the following social media channels:



facebook.com/PolestarFP



linkedin.com/company/Polestar-FP

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