GSI Wealth Management Ltd

Terms of Business

Please retain this document for your records.
Effective from: 01 May 2026
Version 26.2

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1. Introduction

These Terms of Business ("Terms") set out the basis on which GSI Wealth Management Limited ("we", "us", "our") will provide services to you ("you", "your"). They are designed to be tier-agnostic and process-agnostic, and apply regardless of the service level, review format or delivery method agreed with you.

These Terms should be read alongside our Privacy Notice, your personalised Scope of Work and/or Fee Confirmation (which will be provided to you in writing before any advice, services or chargeable work commences and which sets out the agreed services, their scope, the basis of our advice, and the fees and charges applicable to you), and the GSI Service Level Brochure and other policy documents provided to you. Where there is any conflict, your personalised Scope of Work or Fee Confirmation will take precedence.

We design our services, communications and disclosures in accordance with the FCA's Consumer Duty, using language that is clear, fair and understandable to our clients, and these Terms are structured to support those outcomes by promoting clear understanding, accessible support, fair value and appropriately designed services.

These Terms take effect from the point at which you engage our services or instruct us to proceed, and are binding whether or not a separate signed agreement has been returned. No signature is required. By proceeding with our services you confirm that you have received, had the opportunity to read, and accept these Terms as the basis on which we act for you. Where you are represented by an attorney acting under a Lasting Power of Attorney or Court of Protection order, these Terms bind both you and your attorney in that capacity, and the attorney's engagement with our services will be taken as acceptance on your behalf. We will provide you with a copy of the current Terms before any chargeable work commences, and the most recent version will always be available on our website.

Term	Definition
Appropriateness checks	Appropriateness checks assess whether you have sufficient knowledge and experience to understand risks. They do not constitute regulated advice, do not involve suitability assessment, and do not replace the need for regulated advice where such advice is appropriate.
Execution-only	A service where we act on your instruction to carry out a transaction without giving you a personal recommendation. Execution-only does not involve a suitability assessment. We will confirm this in writing and may ask you to sign a declaration confirming that no regulated advice has been provided.
Insistent instruction	An instruction you give that is contrary to our regulated personal recommendation. Where you insist on proceeding despite advice to the contrary, we may treat this as an execution-only instruction (if permissible) or decline to act. We will record such instructions and may ask you to confirm in writing that you understand the risks and that no regulated advice is being given in relation to that instruction.
Regulated advice	A personal recommendation given to you regarding a financial product or strategy that takes into account your individual circumstances, objectives and needs. This requires a suitability assessment and a written explanation in line with the FCA's Conduct of Business Sourcebook (COBS).
Suitability	The requirement under COBS that any regulated personal recommendation made to you must be appropriate having regard to your financial position, objectives, risk profile and personal circumstances. A suitability assessment involves gathering the information reasonably necessary for the relevant recommendation, assessing relevant options, and recording the rationale for the recommendation.

2. Our Regulatory Status

GSI Wealth Management Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA firm reference number (FRN) is 460572. We are entered on the FCA Register and are subject to the FCA Handbook, including (but not limited to):

- Principles for Businesses (PRIN)
- Consumer Duty (PRIN 2A)
- Conduct of Business Sourcebook (COBS)
- Senior Management Arrangements, Systems and Controls (SYSC)
- MiFID II requirements

3. Nature of Our Advice – Independence

We provide independent financial advice.

This means:

- Our advice is based on a comprehensive and fair analysis of the relevant market.
- We are unbiased and unrestricted in the providers, platforms, and investment solutions we may recommend; and
- We are not tied to any product provider, investment manager, or platform.

Independence applies to our regulated investment and pension advice. Where we agree to limit the scope of advice (for example, to a specific objective or product area), we will explain the limitation clearly and confirm it in writing before advice is provided.

For non-advised services, we will apply appropriateness checks where required under FCA rules (as defined above).

Advice, information and execution-only

Advice means we make a personal recommendation about a transaction or strategy that is suitable for you, based on your current circumstances. Where we provide advice, we will assess suitability and provide a written suitability explanation.

Information means factual, generic information (for example, product features or tax rules) which is not a recommendation and is not tailored as suitable for you.

Execution-only means we carry out a transaction solely on your instruction and do not provide a personal recommendation. We will confirm the execution-only basis and may require you to sign an execution-only declaration.

For non-advised services, we will apply appropriateness checks where required under FCA rules. Appropriateness checks are applied where required under COBS and relate to the client's knowledge and experience of investments when no personal recommendation is given.

Client Instructions and Insistent Clients

Where you give us an instruction that is inconsistent with our personal recommendation, or you insist that we act in a particular way despite advice to the contrary, we may ask you to confirm your instruction in writing. In such circumstances:

- We will explain that we do not consider the instruction to be suitable based on the information you have provided.

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- We will offer regulated advice where appropriate.
- If you still choose to proceed with your instruction without a personal recommendation from us, we may treat this as an execution-only instruction (if permissible) or decline to act where we consider it inappropriate or contrary to our regulatory obligations.

Insistent instructions that result in services being provided outside of regulated advice will be documented and may require you to sign an acknowledgement that you understand the nature and risks of the instruction and that we are not providing regulated advice in relation to that instruction.

4. Protection Advice

Where protection advice is provided, we advise on protection products from a range of providers across the market.

Protection advice:

- May not cover the whole of the market; and
- Will be limited to those providers and products we reasonably consider suitable to meet your needs at the time advice is given.

The scope of any protection advice will be confirmed in your Scope of Work.

Where applicable, we will disclose how protection providers remunerate us and any steps taken to mitigate potential conflicts before you proceed.

5. Scope of Services

We may provide a range of services, which may include:

- Investment advice
- Pension and retirement planning
- Protection advice (where agreed)
- Cashflow and financial modelling
- Ongoing review and suitability assessments
- Administrative and support services

Some services are regulated, and others are unregulated.

We will always make clear:

- Whether a service is regulated or unregulated; and
- The scope and limitations of that service.

Where we agree to limit the scope of advice, this does not affect our independence in respect of the areas on which we do advise. In all cases, we will explain clearly what is and is not within scope before advice commences. In some circumstances we may agree to provide simplified advice limited to a specific need or transaction, and where this applies it will be confirmed in writing with the limitations explained to you.

6. Regulated and Unregulated Services

We provide both regulated and unregulated services. Not all of the services we offer constitute regulated advice, and it is important you understand the distinction.

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Unregulated services may include:

- General financial information;
- Administrative or execution only support;
- Cashflow modelling where no personal recommendation is made; or
- Other planning related support not constituting regulated advice.

Unregulated services may not benefit from the protections available under the FCA rules, the Financial Ombudsman Service, or the Financial Services Compensation Scheme.

7. Client Classification

We treat clients as Retail Clients unless we agree otherwise.

Should we agree a client is to be treated other than as a Retail Client (for example, an elective professional client), we will provide separate documentation explaining the consequences of that classification and obtain your consent to it.

This provides the highest level of regulatory protection, including:

- Enhanced disclosure;
- Suitability requirements; and
- Access to complaint and compensation arrangements.

8. Our Advice Process

Advice is provided through a structured process designed to meet regulatory requirements and deliver good client outcomes. The precise format (for example, meeting first or report first) may vary depending on the agreed service and circumstances.

Where you have agreed to an ongoing advice service with us, this may include periodic reviews of your financial arrangements and, where applicable, ongoing suitability assessments. The timing, format and scope of such reviews will depend on your agreed service, your circumstances, the nature of the products or arrangements involved, and applicable regulatory requirements.

We will make reasonable attempts to contact you to arrange these reviews.
If you choose not to participate in a review, or do not respond to our communications, we will record this on our files. In such circumstances, we may continue, vary, suspend or end the ongoing service where appropriate, and may discuss with you whether the service remains suitable for your needs.

Personal recommendations will only be made:

- Where sufficient information has been obtained; and
- Where suitability can be properly assessed and documented.

We will ask for and consider any sustainability, environmental or ethical preferences you have in relation to investments and incorporate these into our suitability assessment where relevant.

9. Central Investment Proposition (CIP)

Where appropriate, we may recommend investments from our Central Investment Proposition (CIP).

The CIP provides:

- Governance and oversight;
- Consistency of approach; and
- Ongoing monitoring aligned to your agreed objectives and risk profile.

Use of the CIP does not restrict our independence. Where investments fall outside the CIP, additional analysis and documentation may be required to evidence suitability.

10. Fees and Charges

We are normally remunerated by fees agreed with you in advance.

The following fees may apply:

- Initial fees;
- Ongoing fees; and
- Any ad hoc charges

Fees payable, and where applicable the scope of any ongoing service, including the nature of any review support, will be agreed with you in advance and confirmed in your Scope of Work (which may form part of a Suitability Report, Suitability Letter or other written confirmation) or separate Fee Confirmation.

Where permitted, we may also receive commission (most commonly in relation to protection products such as life assurance and/or protection plans). Any commission will be disclosed to you.

Fees will be collected in the manner agreed with you and confirmed in your Scope of Work or Fee Confirmation. This will typically be by deduction from your investment platform, direct debit, or invoice. Where a fee cannot be collected by the agreed method, we will notify you and agree an alternative arrangement. Continued non-payment may result in suspension or termination of services.

Third-Party Costs and Services

From time to time, as part of the services we provide to you, it may be necessary to engage third-party professionals or external service providers on your behalf. This can include, but is not limited to:

- legal services related to probate, estate or trust administration;
- specialist tax, actuarial or legal advisers;
- external consultants, valuers or technical experts; and
- other professional services necessary to support the delivery of your agreed services.

Where third-party services or costs are required, we will:

- notify you in advance of any such costs or fees that may be incurred;
- explain the nature and purpose of the third-party service; and
- seek your specific agreement before incurring or passing on any such costs on your behalf.

You will be responsible for paying the agreed third-party costs, either directly or via us acting as agent, as set out in your Scope of Work / Fee Confirmation or other written agreement. We will only recover such costs where you have provided prior consent and have been informed of the amount or the basis on which it will be calculated.

Additional Professional Time and Third-Party Requests

In certain circumstances, we may be required to undertake additional professional or administrative work that falls outside the scope of your agreed service tier or Scope of Work. This may include, for example:

- responding to third-party requests;
- providing information, clarification or technical input to external professionals;
- assisting with estate, probate, trust, tax, legal or administrative matters where we are not acting as the primary adviser;
- work requested by a third-party professional whom you have engaged (for example, a solicitor, executor, accountant or trustee) that relates to your affairs.

Where such work is required, we reserve the right to charge for this on a time-cost basis or at a fixed fee, which will be quoted and agreed with you (or the relevant authorised party) in advance wherever practicable.

We will only undertake this work once you have provided your authority, including agreement to any associated fees or charges. Where possible, we will provide an estimate of likely costs before the work begins.

We operate under the FCA Consumer Duty and regularly assess that our fees represent fair value for the services provided.

11. Conflicts of Interest

We maintain a Conflicts of Interest Policy to identify and manage situations where our interests may conflict with yours. A copy of this is available on our website and will be provided on request.

Where a conflict cannot be avoided, it will be disclosed to you before we proceed.

12. Use of Technology and AI

We use secure digital systems, planning software and analytical tools, including AI-assisted tools, as a standard part of our service delivery. These tools may assist with modelling, analysis, drafting and efficiency, but do not replace adviser judgement. All regulated advice remains the responsibility of an authorised adviser. By accepting these Terms you acknowledge that such tools form part of our normal working practice. Where automated processing could have a legal or similarly significant effect, we will ensure meaningful human oversight is maintained and provide the required information and reasoning in accordance with UK GDPR and the Data (Use and Access) Act 2025. We will not make advice or service eligibility decisions solely by automated means.

13. Vulnerable Clients

We recognise that clients may experience vulnerability due to health, life events, financial circumstances, or other factors. Where vulnerability is identified, we will make reasonable adjustments to support fair outcomes in accordance with FCA Vulnerability Guidance (FG21/1) and the Consumer Support Outcome of the Consumer Duty. Please note that identifying vulnerability does not remove our regulatory requirements or your suitability obligations, and our duty to assess and document suitability continues to apply in full.

Where a client is represented by an attorney acting under a Lasting Power of Attorney or Court of Protection order, we will take reasonable steps to verify the authority and act in accordance with the attorney's instructions, having regard to the best interests of the client. We may request sight of the relevant documentation before acting.

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14. Communications and Digital Delivery

We may communicate with you by post, telephone, email, or secure digital platforms.

You are responsible for informing us of any changes to your contact details.

15. Data Protection and Confidentiality

We process personal data in accordance with UK GDPR and Data Protection legislation.

Full details are set out in our Privacy Notice.

We are required to retain records for regulatory and legal purposes, including after our relationship ends. We retain records for the minimum periods required by law and regulation, which may exceed five years for certain services.

You may request access to personal data we hold about you, including any profiles or automated analyses, and ask for corrections where appropriate.

You may also request erasure of your personal data or restriction of its processing in certain circumstances. Please note that these rights may be limited where we are required to retain data to meet our legal or regulatory obligations, as described above.

You may also object to processing where it is based on our legitimate interests, and you may request transfer of your personal data to another controller where technically feasible.

16. Complaints

You can make a complaint by email, in writing, or by telephone. Details of how to raise a concern and our internal handling times are in our Complaints Procedure.

We will acknowledge a complaint promptly, typically within 5 business days, and aim to issue a final response within 8 weeks, in line with FCA Dispute Resolution (DISP) rules. Our handling of complaints is in accordance with FCA Dispute Resolution rules, and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS).

Our internal complaints handling procedures set out expected timescales and next steps.

17. Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the FSCS if we are unable to meet our obligations, depending on the type of service or product.

18. Termination

Either party may terminate the relationship by giving written notice.

Outstanding fees remain payable up to the date of termination.

Termination will not affect any transactions that have already been instructed or fees that have already been incurred.

19. Governing Law

These Terms are governed by the laws of England and Wales. Any disputes will be subject to the exclusive jurisdiction of the English courts.

20. Company Details

The GSI Group of Companies includes:

- GSI Capital Limited (Company No. 13886258)
- GSI Wealth Management Limited (Company No. 05884747)
- Meridian Financial Partners Limited T/A GSI Wealth Management Ltd (Company No. 11949169)
- GSI Wills and Trusts LLP (Company No. OC352117)

Registered office: 1 Churchill Court, Horton's Way, Westerham, Kent, TN16 1BT

GSI Wealth Management Limited and Meridian Financial Partners Limited T/A GSI Wealth Management Ltd are authorised and regulated by the Financial Conduct Authority.

Other companies listed in this section are separate legal entities and may operate under distinct regulatory permissions. Where we engage with these entities as part of service delivery, we will confirm any related arrangements in writing where relevant to your engagement.

Contact: +44 (0)1959 561500 | enquiries@gsigroup.co.uk

E&OE

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GSI Wealth Management
1 Churchill Court
Horton's Way
Westerham
Kent
TN16 1BT

The GSI Group of Companies includes:

- GSI Capital Limited (Company No. 13886258)
- GSI Wealth Management Limited (Company No. 05884747)
- Meridian Financial Partners Limited trading as GSI Wealth Management Ltd (Company No. 11949169)
- GSI Wills and Trusts LLP (Company No. OC352117)

All companies are registered in England and Wales with the registered office at the address above. Each company is a separate legal entity and may operate under different regulatory permissions where applicable.

GSI Wealth Management Limited (FRN 460572) and Meridian Financial Partners Limited (FRN 844410), both trading as GSI Wealth Management Ltd, are authorised and regulated by the Financial Conduct Authority.

Contact: +44 (0)1959 561500
enquiries@gsigroup.co.uk
www.gsigroup.co.uk

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