

# Client & Fee Agreement



This document forms your Client Agreement with GSI Wealth Management Ltd and GSI Wills and Trusts LLP and is designed to come into force upon receipt.

This is an important document, which you should read as it provides details about our services, the cost of those services and the way they are provided. If you do not understand any point or have any questions in relation to the information contained herein, then please do not hesitate to contact us and seek further clarification. If there are any changes to these terms of business, we will notify you.

## 1. Regulation

GSI Wealth Management Ltd is authorised and regulated by the Financial Conduct Authority, and their address is 1 Churchill Court, Hortons Way, Westerham, Kent, TN16 1BT. Our FCA Register number is 460572. You may check the FCA register by visiting the FCA website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by telephoning 0800 111 6768.

GSI Wills and Trusts LLP is not authorised and regulated by the Financial Conduct Authority. It undertakes only those activities that are not regulated or authorised by the FCA. This would include Trust work, Will drafting, Research, Legal work and other non-regulated activities.

The advice you receive will be specifically geared to your personal requirements. You will be informed if you do not have the right to cancel an arrangement.

## 2. Our Services

We offer independent financial advice and can arrange savings and investments products, pensions, and insurance protection policies. We operate independently for these products and services offering advice based on a comprehensive and fair analysis of the whole market. We will advise and make a recommendation for you after we have assessed the background to your personal and financial circumstances, including your requirements & objectives. In some situations, we shall only be providing you with information rather than advice – and this will be made clear to you on those occasions.

We provide protection products from a range of insurers covering critical illness cover, life assurance, permanent health insurance, private medical insurance, family income benefit, gift inter vivos insurance and death in service cover.

We will obtain sufficient information from you in order to outline your objectives and recommendations will be confirmed in writing.

Where we arrange a life policy, pension or investment for you, you will be provided with documentation as evidence of the transaction. All investments will be registered in your name, unless you first instruct us otherwise in writing. In the case of investments, these will be arranged in line with our Order Execution Policy (see Appendix).

We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them. Where a number of documents relating to a series of transactions are involved, we will normally hold each document until all is complete and then forward them to you. We cannot retain such title documents for whatever reason including holding them as security.

To ensure that you receive the service that is most appropriate for your circumstances and requirements, we offer two different types of service level.

### Family Client

This service is intended for clients who require a comprehensive financial planning and wealth management service. We will take a proactive approach to your financial planning and will contact you at regular intervals to review your financial position to help ensure you are on track to meet your short- and long-term financial aspirations. If you decide to become a "Family Client" you will receive the following:

- Ongoing monitoring of your investments
- A copy of The GSI Investment Compass – A quarterly review of your portfolio to your email address
- Recommendations to change or amend your asset allocation as the need arises
- Recommendations to change or amend your selected investment funds as the need arises
- Free reviews of investments not held with GSI
- An invitation to your annual suitability review
- Meetings with an adviser at your request at no additional cost
- The monthly GSI Journal straight to your email address
- All correspondence replied to within 48 hours of receipt
- All emails replied to within 24 hours of receipt
- Review of your Wills associated Trusts, as requested
- Review of your Lasting Powers of Attorney, as requested
- Your children are included for services as a “Family Client”

### **'Advice Only' Customer**

This service is intended for clients who require an ad-hoc service. You will receive no ongoing advice or service. Any further service will be charged at the fee level in place at that time. As clients receive priority, we cannot guarantee further levels of service or adviser availability. You will be included on the monthly GSI Journal mailing list.

### **3. The Cost of our Services**

You will pay for our services based on an adviser charge or fee. We will discuss your payment options with you and answer any questions you may have. The following is provided to give additional clarity to our fees and where the charges will be incurred.

#### **The Discovery Process**

A fixed fee of £247 is payable for the Discovery Process. Current HMRC guidance is that we do not have to charge VAT when we act on your behalf to arrange a Retail Investment Product. However, if your meeting relates only to non-investment issues, VAT will become payable. If you decide not to proceed with any investment advice relating to a Retail Investment product, the Discovery Process will become subject to VAT. Our Money Back Guarantee means that if you are not 100% satisfied with the “Discovery Process”, your fee will be refunded at your request.

#### **The Family Protection Plan**

Following ‘The Discovery Process’ we will either compile a ‘Pension Performance Audit’, an ‘Investment Performance Audit’ or a ‘Family Protection Plan’ with recommendations to cover those areas that you request, as well as any additional areas that we think may be appropriate to your circumstances.

A fixed fee will be charged for developing and drafting your plan. You will have 7 days to change your mind and cancel development of your plan once you have signed and dated this agreement. The Family Protection Plan is provided by GSI Wealth Management Ltd if it relates to regulated products regulated by the Financial Conduct Authority. Where recommendations are not regulated by the Financial Conduct Authority, the Family Protection Plan may be completed by GSI Wills and Trusts LLP.

As noted above, current HMRC guidance is that we do not have to charge VAT when we act on your behalf to arrange any Retail Investment product. However, if your meeting relates only to non-investment issues, VAT will become payable.

**Ongoing Service** – If you decide to become a “Family Client” and are accepted by GSI Wealth Management Ltd, you will be charged an ongoing fee as noted in either your Plan or subsequent letters.

**Payment Basis** – Implementation fees will be notified to you in the Fee Schedule of your Plan and any subsequent letters. Fees are payable upon receipt of our invoice. The date of receipt is deemed to be three days following posting. VAT will be added where there is no exemption. Once payment has been made, no refund will be made should you suspend or cease implementation.

We reserve the right to apply fees should we be required to provide information to third parties, such as solicitors, accountants or banks. Fees may be payable in connection with any additional work required to assist the executors to obtain probate. This can include providing valuations of investments, dealing with death claims for life assurance plans or pension plans, and other such plans. Where fees become chargeable this will be calculated at a rate of £247 plus VAT per hour or part thereof.

It is possible that other costs including taxes related to transactions in connection with the products we recommend, and which are not imposed by us, may arise.

**Investment and Ongoing Fees** - The amount of fees we charge depends on the work we undertake on your behalf and the level of investment you make. There will be no explicit charge for investment switching.

A tiered fee structure is charged. 2% of the sum of money invested up to £250,000; 1% charged for the next tier £250,001 - £500,000; 0% charged thereafter. This caps the initial fee at £7,500. The ongoing adviser fee will be 1% per annum which will be deducted from the WRAP account.

For a 'Final Salary Scheme Transfer', also known as 'Defined Benefit Schemes', a flat fee of £970 plus VAT and a variable fee of 3% is payable upfront and non-refundable.

**Plan Implementation** - You will be advised of the exact cost of your recommended scope of services in the report you will be provided.

An example of our fee structure is set here:

	Initial Charge (%)	Initial Charge (Cash)	Annual Charge (%)	Annual Charge (Cash)	Total (Cash)
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£100,000 invst	2%	£2,000.00	1%	£1,000.00	£3,000.00
<b>Total</b>		<b>£2,000.00</b>		<b>£1,000.00</b>	<b>£3,000.00</b>

£300,000 invst					
£0 - £250k	2%	£5,000.00	1%	£2,500.00	£7,500.00
£250k - 500k	1%	£500.00	1%	£500.00	£1,000.00
<b>Total</b>		<b>£5,500.00</b>		<b>£3,000.00</b>	<b>£8,500.00</b>

£650,000 invst					
£0 - £250k	2%	£5,000.00	1%	£2,500.00	£7,500.00
£250k - 500k	1%	£2,500.00	1%	£2,500.00	£5,000.00
£500k+	0%	£0.00	1%	£1,000.00	£1,000.00
		<b>£7,500.00</b>		<b>£6,000.00</b>	<b>£13,500.00</b>

**Commission** - For the implementation of some non-investment contracts, such as term assurance, critical illness, private medical insurance, and income protection, GSI Wealth Management Ltd may receive a commission from the product provider. The commission will be disclosed to you in writing. With prior agreement, any commission received maybe used to pay any fees in full or in part.

You will be required to indemnify GSI Wealth Management Ltd for any reclaimed commission due to a lapse in the contract policy or policies.

#### 4. Investment Fund Changes

From time to time an email will be sent to you recommending changes to the funds held within your investment portfolio. You agree to read and review the recommendations that are relevant.

## 1. Client Relations

GSI Wealth Management Ltd is bound by the rules of the Financial Conduct Authority and Professional Indemnity Insurance that is maintained for the protection of clients. When you have instructed us to arrange a specific contract or contracts, no further advice will be given unless requested by you. We will, however, be pleased to advise you at any time should you require further assistance.

## 2. Client Categorisation

In providing investment services to you we will categorise you as a Retail Client and provide our services on this basis, as it offers the highest level of regulatory protection to you. Should you wish, and following our discussion and agreement, you may request to be reclassified as an elective professional client. This means that you will lose certain protections under the Financial Services and Markets Act 2000 enforced by the Financial Conduct Authority. In addition, we will not have to adhere to all of the rules as set out by the Regulator in respect of financial promotions and we will not have to ensure that you understand all the risks associated with the transactions and services we provide.

## 3. Advice and Instruction

Any advice given to you by us shall be in writing, (or if given verbally, will be recorded in writing in your client file). We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. Therefore, any verbal instruction you make should be confirmed in writing thereafter.

We may, at our discretion, refuse to accept instructions, although such discretion shall not be exercised unreasonably.

The cost of services provided by GSI Wealth Management Ltd and GSI Wills and Trusts LLP will be notified to you in advance of any work being undertaken for your prior approval. Whether you buy a product from us or not, you will pay us an adviser charge for our advice and services. This will become payable on completion of our work for GSI Wealth Management Ltd and prior to any work being processed for GSI Wills and Trusts.

You can pay the adviser charge either directly or through a single or regular deduction from a product that we recommend. 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 are to be paid. VAT will be added where there is no exemption.

For the services of GSI Wills and Trusts Ltd once payment has been made, no refund will be made should you suspend or cease implementation.

## 1. Contact

In addition to making calls at your express invitation, we may also call on you at intervals to review your financial planning requirements. We will always communicate with you in plain English. We like to keep our customers and clients informed of products and services we offer which may be of interest to them, therefore, from time to time we may forward marketing material to you. We undertake that we will never contact you at unsociable hours.

## 1. Cancellation Rights

We will inform you of your statutory right to cancel. The Distance Marketing Directive normally grants you 30 days in which you may cancel a life or pension contract whereas the cancellation period for an investment is normally 14 days. For investments, the cancellation period will typically start when funds are invested and for insurance policies this will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product information issued to you. There will be occasions where no statutory rights are granted. Should this situation arise we will notify you of the facts before any contract is concluded.

Please note that if you cancel a single premium contract or investment, you may incur a loss due to market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you exercise your right to cancel.

If the cancellation rights arise from the transfer of Rights accrued under Defined Benefit Pension Scheme, although the new arrangement may offer a cancellation period, but the ceding Defined Benefit Scheme is not obligated to accept the rerun of the transferred funds or to reinstate the membership rights which were subject to the transfer request.

## 2. Anti-Money Laundering

We are required by the anti-money laundering regulations (Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017) to verify the identity of our clients, to obtain information as to the purpose and nature of the business, which we conduct on their behalf, and to ensure that the information we hold is up to date.

For this purpose, 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. We also reserve the right to approach third parties and to delay any applications until adequate verification of identity has been obtained.

## 1. Data Protection and Marketing Permissions

Please refer to our separate Privacy Notice which explains how we manage and protect your personal data and confirms your Marketing preferences and permissions.

We keep records of all business transactions for at least five years. You have the right to inspect copies of any papers or computer records relating to your transactions. We do, however, reserve the right not to provide you with copies of records, if information relating to other parties would be disclosed.

In addition to making calls at your express invitation, we may contact you at intervals to review your investment requirements. This may involve writing or telephoning you to outline possible changes in legislation or to advise you on services or investments that might be of particular interest.

## 1. Client Money

We do not handle Clients' money. We never accept a cheque made out to either company unless it is a cheque in settlement of our charges or disbursements for which we have sent you an invoice.

## 1. Personal Interests

GSI Wealth Management Ltd offers independent financial advice, but occasions can arise where we, or one of our other partners will have some form of interest in business that we are transacting for you.

Please refer to our separate Conflict of Interests Policy which explains how we manage and protect you and our employees, other clients, stakeholders, suppliers, third party partners and GSI Wealth Management Ltd.

## 2. Complaints

It is our intention to always provide the highest quality level of advice and service. However, if you become dissatisfied with our provision of, or the failure of us to provide a financial service and want to register a complaint, please write to us at the address given at the beginning of this document or telephone us on 01959 561500.

If we are unable to settle your complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service. Further information about the FOS is available from their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by contacting them on 0800 023 4567.

## 3. Financial Services Compensation Scheme

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.

Most types of investment business are covered by 100% of the first £85,000, so the maximum compensation is £85,000. The advising and arranging of insurance is covered for 90% of the whole claim with no upper limit, this includes long-term insurance (for example pensions and life assurance). Further information about compensation scheme arrangements is available from the FSCS. [www.fscs.org.uk](http://www.fscs.org.uk)

## 4. Compulsory insurance

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

## 5. Amendments

It may on occasion be necessary to amend our Client Agreement with you. Unless we obtain your consent, we will give you at least fourteen days' notice of our intention to do so, before conducting investment business with or for you, unless it is impractical in the circumstances to do so.

## 6. Termination

You, or we, may terminate our authority to act on your behalf at any time without penalty. Notice of this termination must be given in writing and it will be deemed to be received two business days after being posted. Any business currently underway will be completed unless we received your instructions to the contrary. Any fees due to us from you, at the date of termination, will be due within four weeks of the termination date. New instructions could be executed following the completion of a new Client Agreement.

## 7. Legal

It is your responsibility to provide complete and accurate information to us and insurers when you affect your policy, throughout the life of your policy, and when you renew your insurance. It is important that

you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate. We cannot be held responsible for incorrect data held in the event of non-disclosure.

If you fail to disclose any material information to us or your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

This Client Agreement excludes any rights which may be conferred upon third parties by the Contracts (Third Party Rights) Act 1999 and is governed by and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

### 1. Force Majeure

GSI Wealth Management Ltd and GSI Wills and Trusts LLP shall not be in breach of this agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

### 2. Declaration

I/We acknowledge receipt of a copy of the Client Agreement and Fee Agreement and confirm that its content has been explained to me/us. I/We accept that the Client Agreement will become effective from the date I/We sign this document. I/ We consent to the processing and storage of personal information and to the issue of marketing material.

One signed copy to be retained by the Client/Customer(s). One signed copy to be retained by GSI Wealth Management Ltd.

Please sign to confirm receipt of this document and to confirm your relationship requirements:

## Sign to confirm

### Family Client:

#### Client 1

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

#### Client 2

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

### Advice Only Client:

#### Client 1

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

#### Client 2

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

### GSI Wealth Management Adviser:

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

## Order Execution Policy

### Introduction

FCA rules require us to give you these details on our Order Execution Policy and we shall consider that you have consented to this Policy unless you object.

We will notify you of any material changes to our order execution arrangements or execution policy.

**If you provide us with specific instructions regarding an order we will act in accordance with those instructions. Please note this may prevent us from taking the steps set out in this Policy to obtain the best possible result in respect of the elements covered by those instructions.**

### Our Policy

The general rule is that we must take all appropriate steps to obtain, when executing orders, the best possible result for clients.

In order of priority, we consider price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of an order when placing an order. We will only override the price and cost factors mentioned if this is likely to be in your interests.

In practice this means that we will place agreed orders with the agreed provider as soon as possible.

In addition, we will also take into consideration;

- Your client categorisation and how this affects you
- The nature and characteristics of your transaction
- Where your transaction can be directed and
- Any specific instructions you give us, whether received on an individual basis or as a general instruction to be applied to all your transactions

### Where we place your business

The specific providers will always be described in our letters to you. When you complete your application or we receive your instruction to invest this, will be considered as express consent to undertake the order.

Orders will be placed with:

- Fund managers, Insurers, WRAP providers and other product providers including firms regulated by the Financial Conduct Authority
- Outside of a regulated market, such as specialist unregulated investments

Please note that this is not an exhaustive list but comprises those execution venues on which we place significant reliance.

GSI Wealth Management Ltd & GSI Wills and Trusts LLP is registered in England at the following address: 1 Churchill Court, Horton's Way, Westerham, Kent, TN16 1BT and reachable at +44 (0)1959 561500 or [financialservices@gsigroup.co.uk](mailto:financialservices@gsigroup.co.uk) GSI Wealth Management Ltd is authorised and regulated by the Financial Conduct Authority. FCA No 460572 Client Agreement May 2020