

# YODELAR INVESTMENTS TERMS OF BUSINESS

#### INTRODUCTION

This document explains in simple terms the service we offer, how we do business as an FCA regulated and authorised advice firm and how we charge for our investment services. Under regulation we are unable to provide personalised recommendations until you have reviewed and agreed to our terms. Please read through the document carefully. Should you decide to move forward as a client of Yodelar Investments you do so on the acceptance of our terms of business.

## **AUTHORISATION STATEMENT**

Yodelar Investments Limited is Authorised and Regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting <u>www.fca.org.uk/firms/ systems-reporting/register</u>. Our Financial Services Registration number is 810056 and we are bound by the rules of the FCA.

## **OUR SERVICES**

We provide an independent, whole of market investment advice service to clients. We are not restricted in our recommendations. We will consider a range of regulated products from the available market that can meet your investment objectives as a retail client, but we will only provide a recommendation to you when we know the product is suitable for your personal circumstances.

Full details of the products we recommend will be confirmed in the product literature you will receive before it is arranged. We will inform you if any investment we recommend restricts future access to your capital.

You should be aware that investments carry varying degrees of risk and as their underlying value can fall as well as rise, you may not get back the full amount invested.

## YOUR AIMS & OBJECTIVES

Unless we notify you in writing to the contrary, we will be treating you as a "retail client" for investment business. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

Any advice or recommendation(s) we offer to you will only be given after we have assessed your needs and considered your financial objectives, attitude to risk and capacity to bear any losses. We will also take into account any restrictions that you wish to place on the types of products or investment strategy you would be willing to consider.

## **OUR ETHICAL POLICY**

The interest of our clients is paramount to us. We are committed to providing the highest standard of financial advice and service possible. In doing so, we will:

Be open, honest and transparent in the way we deal with you.

- Not place our interests above yours.
- Communicate clearly, promptly and without jargon.

Seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.

## INSTRUCTIONS

We only accept instructions in writing (paper or electronic means) to aid clarification and avoid future misunderstandings. Please note we will not act on oral instructions to avoid any possible misunderstandings.

## **INVESTMENT SERVICES & COSTS**

We provide you with an initial consultation free of charge. This helps us to understand your financial objectives and how we can support you in working towards these goals.

We will also discuss the cost, and levels, of our services both initially and throughout our relationship with you. We charge for our services by way of a fee. There are 3 stages in our advice process:

#### (1) Financial Review & Recommendations

This can be a continuation from the initial discussion, where agreed, or a further appointment. This process covers:

Gathering information about your existing financial arrangements and full personal circumstances and objectives.

Understanding of your investment knowledge and attitude and tolerance towards investment risk.

- Recommendation of an asset allocation model that matches your risk profile and the subsequent assessment and suitability of any existing holdings.
- Preparation of our recommendations to you in the form of a full recommendation report.
- Explaining and discussing our recommendations in detail.

The cost for your initial review and recommendation report is £750. This fee is payable within 30 days from the date you receive your full recommendation report. However, should you move forward as a retail investment client of Yodelar Investments this fee will be waived.

#### (2) Arrangement & Implementation

Should you instruct us to proceed with (any of) our recommendation(s) we will act for you in the following ways:

Handle all fund and policy administration on your behalf;

Provide regular updates to keep you informed of progress;

Ensure all your documents are issued in line with your expectations;

Provide confirmation of all actions taken on your behalf in writing.

Our charge for this service is 2% of the initial investment value. However, this is capped at £5,000. This payment can be facilitated by the product provider when in receipt of funds or paid directly by you.

Example 1; if we arrange investments of £200,000 our Policy Arrangement & Implementation fee would be £4,000.

Example 2; if we arrange investments of £600,000 our Policy Arrangement & Implementation fee would be £5,000.

#### (3) Ongoing Service Agreement

As your investment adviser, our role is a continuous process of research and analysis. As such we will only work with clients that employ us to both 'arrange' and 'service' investment contracts.

Below we set out the on-going services we provide and the associated cost to you.

Every year as a client you will receive a full annual review. This will be arranged approximately 1 year from the point of client onboarding. Your annual financial review will include an assessment and recommendation in relation to:

Your needs and objectives;

- Changes in your personal circumstances
- Your attitude to risk and capacity for loss;

- Impact of tax and legislative changes;
- Review of the suitability of your investments;
- Provision of a personal recommendation

Twice per year, starting approximately 6 months from the date you complete client onboarding, we will rebalance the assets in your portfolio to suit your risk profile.

All recommended changes will be communicated in writing and will require your written consent. On consent we will instruct changes within 2 working days to the relevant platform.

Our role as your adviser is to grow your investments within your suitable risk profile. Through our research and assessment processes, we will endeavour to efficiently grow your investments.

Our ongoing service fees are calculated as a percentage of the total value of your investments, and as your investments increase or decrease in value, so will our fee. Our ongoing service cost is 1.00% per annum, payable monthly from the overall value of your investments.

Working example - if your investments are valued at £400,000 the 1.00% charge would be £4,000 and would be the total fee payable for that year.

You can choose to pay this fee directly or by deduction from the policies you hold. Should you wish to pay directly you can spread the payment over a 12-month period by Direct Debit. This will commence once your investment recommendations are in place and will be payable monthly in arrears.

In addition to our annual management fee, there are also underlying fund charges, as charged by the fund managers we use within our recommended portfolios.

Other Services included in our ongoing service agreement:

Ongoing access to our client services team for general and account enquiries.

- Ongoing access to a designated financial adviser/advice at your request
- Ongoing access to your portfolio valuations online.
- Regular updates on the performance and ranking of funds.

Should you require a 'Financial Review' or 'Recommendation Report' to facilitate the set-up of a new regular savings plan or pension, we will charge a fee of £750. This fee is payable within 30 days from the date you receive your recommendation report.

We do not impose any penalties for clients who wish to terminate our services. Should you terminate our services payments would then cease within 7 business days or after collection of any due period charges if later.

## VAT

Under current legislation our services are not subject to VAT but should this change in future and VAT becomes payable, we will notify you before conducting any further work.

## **CANCELLATION RIGHTS**

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 30-day cancellation period for a life or pension policy and a 14- day cancellation period for all other policies. For investments this will typically start when funds are invested. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product information issued to you.

If you cancel a single premium contract, 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 cancel the policy.

#### DOCUMENTATION

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you immediately after we have received them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you. We will issue all communications in English, unless agreed otherwise.

## **CLIENT MONEY**

We are not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice. We cannot accept, or do not handle cash.

#### **MATERIAL INTEREST**

We will act honestly, fairly and professionally known as conducting business in 'Client's best interest' regulations. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other client's conflict with your interest, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment. Where this cannot be achieved, we will not conduct the business.

# **CONFIDENTIALITY & PRIVACY POLICY**

All dealings under this agreement are deemed and shall remain private and confidential during and after the provision of services. By agreeing to our terms of business you also agree to Yodelar Investments Privacy Policy & Statement. https://www.yodelar.com/yodelar-investments-privacy-policy

## FORCE MAJEURE

Yodelar Investments Limited 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.

#### ANTI-MONEY LAUNDERING

We are required by the anti-money laundering regulations 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.

## COMPLAINTS

If you wish to register a complaint, please write to Yodelar Investments Limited, Catalyst Inc, Derry, United Kingdom, BT48 7TG. Alternatively email- <u>cs@vodelar.com</u>.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at <u>www.financial-ombudsman.org.uk</u> or by contacting them on 0800 023 4567.

# COMPENSATION

If you make a complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. For investment business you will be covered up to a maximum of £85,000.

Further information about these amounts and limits for all other product types are available from the FSCS at <u>http://</u>www.fscs.org.uk/what-we-cover/products.

## LAW

Our terms of business are governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

#### TERMINATION

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven days' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated.

## ACCOUNT SECURITY

Yodelar considers the security of your personal information to be of utmost importance and we take several measures to ensure it is kept safe. Any information you provide on our website is transmitted using secure SSL technology with 256-bit encryption. Where we store sensitive information, such as passwords and bank account numbers, we use strong encryption algorithms similar to those used by the major high- street banks. We also insist on a minimum password length and require you to use upper case letters, numbers and special characters in your password to make it more secure. Account security is also your responsibility. You should never share your password with anyone else or let anyone else have access to your Yodelar account.

## DECLARATION

These are our standard terms of business upon which we intend to rely. For your own benefit and protection, you should read these terms carefully before signing them. If you do not understand at any point please ask for further information.

I/We agree to the terms and associated costs of Yodelar Investments investment services as detailed above. By agreeing to our terms of business, you are also agreeing to Yodelar Investments Privacy Statement which can be viewed at https://www.yodelar.com/yodelar-investments-privacy-policy

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