

# TERMS OF BUSINESS

True Potential Wealth Management Independent  
Non-advised Service

## 1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. This document is designed by the FCA to be given to consumers considering buying certain financial products. You need to read this important document. It explains the service(s) you are being offered and how you will pay for it.

## 2. Client Classification

We treat all of our clients as “Retail Clients” unless you request otherwise. This means you are provided with the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

## 3. Our non-advised service

Under this agreement we will not provide any advice or exercise any judgment as to the merits or suitability of the transaction for you the client. We will instead arrange the transactions on your behalf in certain non-complex products on a non-advised basis i.e. either an execution only or direct offer basis. Complex products include non-readily realisable securities, derivatives, warrant, some structured products, spread bets and contracts for difference. They will tend to involve products where you can end up losing more money than you invested or which are infrequently traded. We will confirm with you at the time, whether the investments you wish to transact are considered to be complex products.

If at any point you are unsure about the suitability of the transaction you are strongly recommended to seek advice.

Execution only and direct offer transactions will only be carried out on receipt of written instructions from you the client. In case of direct offer, this will normally follow on from you having received appropriately detailed direct offer marketing material relating to the particular products(s).

### **Our ongoing service proposition**

As a client if you decide you wish to receive ongoing service then the following will form part of our ongoing service proposition to you:

- As a client, you are supported and empowered 24 hours a day, 7 days a week through your personalised client website.
- We will also store a copy of our recommendations, supporting information and any other important documents you provide on this site.
- Our advisers will ensure that they review your financial affairs at least once a year, by offering you face-to-face, phone or webinar meetings when required. These can be arranged at a time, location and frequency that best suits your needs.
- If you have any questions, want to make any adjustments or if your personal situation

changes, you can use the secure messaging system on your site to reach your adviser direct. Alternatively, you can reach a member of our True Potential team by phone or writing.

We endeavour to make arrangements for all your policies to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive 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.

## 4. Whose products do we offer?

### Investment

- *Independent* – We offer investments from the whole of the market.

## 5. What will you have to pay us for our services?

Once we have agreed the level of service and our charges, you may choose to either pay us directly by cheque or electronic transfer (a fee agreement and an invoice will be provided and all payments must be made payable to True Potential Wealth Management LLP).

We are also able to facilitate the payment of fees for regular monthly premium investments over a period of up to 12 months by agreement via standing order.

Alternatively, it may be possible to facilitate the payment of our charges from your investment with the agreement of the product provider. Any initial charges will be deducted from the amount of money before it is invested into your recommended product, including any new monies received for regular premium contributions.

Any on-going charge will be based on the value of your investment(s) on a daily basis and are paid by the Provider monthly in arrears.

**You should note that when our charges are deducted from your investment it may reduce your personal tax thresholds and/or exemption levels.**

Where this happens we will discuss it with you before finalising your preferred method of payment of our charges.

Please note: Should you decide to pay our initial charge proportionally, in the event of a regular monthly premium contract, we will calculate the total payments received up to date and charge you any balance until the full charge agreed has been paid.

## Investment and Pensions - Services and Costs

### The cost of our services and your payment options

Our services are charged on the basis of either;

- an initial charge only (initial advice only)
- an ongoing annual charge
- an initial and ongoing annual charge

Your payment options for the chosen level of service may be based on either;

### Option 1: An agreed fixed charge

We will agree the total charge payable by you for each piece of work, including ongoing service, before we commence chargeable work and we will not exceed this amount without agreeing this with you first.

As examples, our agreed fixed charge for advising on a £15,000 ISA investment would be £450 and if we were to advise you on a pension investment of £25,000 our fixed charge would be £750.

This payment is paid directly by you (a fee agreement and an invoice will be provided for this payment, all payments must be made payable to True Potential Wealth Management LLP).

### Option 2: A percentage of your investment

We will agree a charge of a maximum of either:

- a)** 4% of the investment arranged. There will be no on-going service provided or on-going charge taken, or;
- b)** 1% of the ongoing investment value for the on-going service (detailed in section 3 above) provided based on the value of your investment(s) on a daily basis and are paid monthly in arrears. or;
- c)** 4% of the investment arranged. There will also be a charge of a maximum of 1% of the on-going investment value for the on-going service provided.

### Your payment options explained

Please note all examples provided above are for information only and all applicable charges will be agreed with your adviser prior to chargeable work being undertaken.

### Examples of the payment of charges available

Example 1: £15,000 invested in an ISA			Example 2: £25,000 invested in a Pension		
Option 1: (Agreed fixed charge + ongoing annual adviser charge)			Option 1: (Agreed fixed charge + ongoing annual adviser charge)		
Agreed fixed charge	Single fee agreed	£450	Agreed fixed charge	Single fee agreed	£750
Ongoing annual adviser charge	1.0%	£150	Ongoing annual adviser charge	1.0%	£250
<b>Total</b>		<b>£600</b>	<b>Total</b>		<b>£1,000</b>

Option 2 (a) (initial advice only)			Option 2 (a) (initial advice only)		
<b>Total</b>	<b>3.0%</b>	<b>£450</b>	<b>Total</b>	<b>3.0%</b>	<b>£750</b>

Option 2 (b) (ongoing annual adviser charge only)			Option 2 (b) (ongoing annual adviser charge only)		
<b>Total</b>	<b>1.0%</b>	<b>£150</b>	<b>Total</b>	<b>1.0%</b>	<b>£250</b>

Option 2 (c) (Initial and ongoing annual adviser charge)			Option 2 (c) (Initial and ongoing annual adviser charge)		
Initial charge	3.0%	£450	Initial charge	3.0%	£750
Ongoing annual adviser charge	1.0%	£150	Ongoing annual adviser charge	1.0%	£250
<b>Total</b>		<b>£600</b>	<b>Total</b>		<b>£1,000</b>

**Ongoing service provision - Your right to cancel** Should you decide to cancel our agreement to provide ongoing services, please provide written confirmation of your decision and we will cease your payments for these services within thirty business days and after collection of any due proportion of any periods of charges.

## 6. VAT

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

## 7. Client Money

True Potential Wealth Management is not permitted to handle client money or handle cash and we cannot accept a cheque made out to us specifically (unless it is in respect of an item for which we have sent you an invoice).

## 8. Data Protection

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). For the purposes of providing advice, administration and management, you consent to us or any company associated with us processing, both manually and by electronic means, your personal data.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions; religious or similar beliefs; sexual life; or your membership of a Trade Union.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, please contact The Data Protection Officer on 0871 700 0007 or in writing at True Potential Wealth Management LLP, Newburn House, Gateway West, Newburn Riverside, Newcastle Upon Tyne, NE15 8NX

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

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

## **9. 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.

## **10. Cancellation**

Should you decide to cancel our agreement to provide ongoing services, you must provide written confirmation of your decision and we will cease your payments for these services within 30 business days and after collection of any due proportion of the applicable charges.

Should you decide to cancel our agreement please write to:  
True Potential Wealth Management LLP, Compliance Department,  
Newburn House, Gateway West, Newburn Riverside, Newcastle upon Tyne, NE15 8NX.

## **11. What to do if you have a complaint?**

If you wish to register a complaint, please write to:

True Potential Wealth Management LLP, Complaints Department,  
Newburn House, Gateway West, Newburn Riverside, Newcastle upon Tyne, NE15 8NX.  
Telephone 0191 406 1526.

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 [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by contacting them on 0800 023 4567.

## 12. Benefits we may receive

We advise on a range of products from a variety of firms. We may receive certain non-monetary benefits from these firms which are used to enhance the quality of service we provide to you. Benefits we may receive include access to technical services, information technology support or the supply of product literature.

## 13. Conflict of Interest

Any advice we provide will be in accordance with these terms of business and the 'Beyond Wealth Management' brochure, a copy of which I will provide you with during our initial meeting. We have put in place arrangements to ensure our clients are treated fairly and should anything arise that conflicts with this, we will bring it to your attention. We have implemented a conflict of interest policy to help us manage such risks.

### Loans and Ownership

True Potential LLP Group owns 100% of True Potential Wealth Management. It also owns 100% of the following firms within the Group:

- **True Potential Investments** – Financial Services Investment Platform, providing the Wealth Platform, Tax Wrappers and Strategy Funds
- **True Potential Adviser Services** – Non-regulated service and support company
- **True Potential Associate Partners** – National network

The Managing Partner of True Potential Wealth Management is also a True Potential LLP Group Member. True Potential Wealth Management has adopted its preferred platform – True Potential Investments. Any business that True Potential Wealth Management places with True Potential Investments is intended to add value to that business and that of the Group. Certain of the Strategy Funds are operated by True Potential Investments as an investment management firm.

In addition, the back office technology used by True Potential Wealth Management is supplied by True Potential Adviser Services.

## 14. Who regulates us?

True Potential Wealth Management is authorised and regulated by the Financial Conduct Authority.

Our FSR number is 529810.

Our permitted business is to provide investment advice and arrange life assurance, pensions, collective investments (e.g. unit trusts, investment trusts and OEICs), individual savings accounts, mortgages and general insurance.

You can check this on the Financial Services Register by visiting the FCA's website:

<https://register.fca.org.uk/>

or by contacting the FCA on 0800 111 6768.

## **15. Termination of Authority**

The authority to act on your behalf may be terminated at any time without penalty by either party giving thirty days' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. You will be liable to pay for any transactions made or carried out prior to termination and any fees which may be outstanding.

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

### **Investment**

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 up to a maximum limit of £50,000.

## **17. Law**

This client agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

True Potential Wealth Management LLP is authorised and regulated by the Financial Conduct Authority, FRN 529810. Registered in England and Wales as a Limited Liability Partnership No. OC356611.

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