



EQUILIBRIUM

Retail client agreement



Inside this document

An introduction from Debbie Jukes	3
Equilibrium service and fees	4
What we stand for	6
The Equilibrium service guarantee	8
Advice fees	
Initial advice process	10
Our five guiding principles	12
Our advice service	13
Our advice charges:	
Essentials service portfolios up to £240k	14
Full service portfolios below £1m	16
Full service portfolios of £1m and above	18
Advice fee timeline	20
Family service and charges	22
Paying your advice fees	24
Provider fees	
Our centralised investment proposition	26
Investment fees	
Ongoing investment management charges	28
Terms of business	32

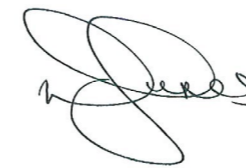
An introduction from Debbie Jukes Head of Client Care

Terms of business and fee disclosure documents in financial services are almost always long-winded, complicated and generally as dull and incomprehensible as the rules that govern their content. Our approach when writing this booklet was to attempt the opposite and provide a useful, jargon free guide that presents the information you need clearly and concisely.

In addition to this goal we also wanted to achieve full transparency, whilst seeking to avoid information overload. Not an easy compromise to achieve! If you are a prospective client, I suggest you read this alongside our **Managing your investments** booklet, which explains how our investment services work. Once you become a client, I recommend keeping this guide to hand as it will be referred to in our reports and annual meetings.

If you would like anything explaining further, please feel free to contact your client manager or financial planner. It's really important to us that everything makes sense.

If you have any comments or feedback on this guide, I would love to hear from you at:
debbie.jukes@equilibrium.co.uk.



Debbie Jukes
Head of Client Care



Equilibrium service and fees

This guide will help your financial planner to explain how our service works and what it costs. This is presented in two main sections:



The fees you pay for our service will depend on the structure of your portfolio and the amount invested. That said, every client is likely to pay the three types of charges indicated above. These charges often have two elements:


Initial: one off fees and charges due when becoming a client or sometimes when making a specific investment.


Ongoing: fees that cover the costs of your investments once your portfolio has been established.

 **Important to know**

Under fee disclosure rules we must confirm the total fees that you will pay before any investments are made.

The following pages of this guide provide an overview of how we approach our fees and services. Our logos are used as a key throughout so it is clear what we are referring to.

 **Equilibrium Financial Planning LLP**
The financial planning arm of Equilibrium

 **Equilibrium Investment Management LLP**
The investment management arm of Equilibrium



What we stand for

Our purpose is simply...

to make people's lives better

Our culture is built on achieving high standards through a vibrant and fun approach. We want to build strong client relationships on a foundation of shared values.



We live our values through our Charter.

Charter

- We will always be transparent, open and honest
- We will consistently deliver our best work
- We will be clear and take time to explain our advice
- We will build your confidence and financial freedom



Our promises are backed by the **Equilibrium guarantee** giving you peace of mind that we will always act in line with what we stand for.



The Equilibrium guarantee

Much of what we do is initially intangible and requires a great deal of trust. Our unique guarantee was created to provide you with control over the relationship and remove the uncertainty around what would happen if your experience falls short of expectations. It's a natural extension of what we stand for!

If we do not live up to our purpose or values then we will refund some or all of your advice fees since your last planning meeting.

GUARANTEE

The amount we offer to refund will be in keeping with the severity of the issue and may not always be the maximum covered under the guarantee. In this instance you can still request a full refund, although we would then look at whether our ongoing relationship can continue.

In your first year we simply cover all advice fees up to your first annual valuation. After this point, the advice fees guaranteed will be for the period since your last planning meeting valuation (up to a maximum of 12 months).

Our guarantee is designed to keep us on our toes. As such, we promise to fix errors promptly, returning your portfolio to the position it would have been in had the mistake not occurred.

On this basis our guarantee covers the full cost of the error.

Important to know

Provider and investment fees are not covered by the guarantee.



How our guarantee works

Our guarantee can apply in two different situations:

We have made an error

When a mistake is made, we like to be proactive and fix the error before we tell you about it. Unfortunately, this isn't always possible and there are occasions where you might notice an issue that we have not yet spotted. In this case it would be great if you could please tell us promptly so we can get started on fixing the problem.

Quite often, putting things right is all that is needed, although we may also look to refund some fees if appropriate.

We fall short of our purpose or values

Should you believe that our guarantee applies on this basis, then the best approach is to speak to your financial planner. If you are uncomfortable with this, then you could instead contact our Head of Client Care, Debbie Jukes, at debbie.jukes@equilibrium.co.uk or on **0161 486 2252**.

In either case, we would very much appreciate you letting us know at the earliest opportunity, so we can work with you to resolve the situation.

A reciprocal relationship

We believe that we offer a unique and comprehensive guarantee. All we ask in return, is for you to:

- Be clear with your expectations

This is particularly important with any urgent requests, or where there is a specific deadline for a piece of work, such as a withdrawal.

- Provide feedback on how we are doing

This doesn't just have to be areas where we could improve. We also love to hear about the times when we exceed your expectations. Any feedback you give us will be most welcome.



Initial advice process

There is a significant amount of work involved when onboarding a new client. This can take place over an extended timescale which we call the **Planning period**. To make our fees clear and easy to understand, we charge them on reaching two clear milestones, set out below.

Planning



Ongoing fees start

Commence on signing our **Letter of engagement**.



Implementation fee

Due on acceptance of our **Investment report**.

Getting to know you

Initial enquiry

Stage 1

Stage 2

Stage 3

Service agreement

As long as it takes

Includes:

- All meetings with your planner and implementation manager
- Fact finding process
- Establishing objectives and requirements
- Assessing your views on risk
- Introduction to cashflow modelling

Important to know

This first part of the planning period is provided with no obligation to proceed to the next phase. You can exit the process at any time at no cost.

Constructing your portfolio

Analysis

Review

Proposals

Investment report

Implementing the proposals

First planning meeting

Three months

Implementation

Includes:

- Tax efficiency review and product flexibility assessment
- Investment strategy and asset allocation review
- Provision of advice and recommendations
- Investment and planning reports
- Carrying out fund switches to existing investments
- Surrendering existing products
- Arranging new products
- Managing out of market risk for transfers
- Completion of documentation and all administration



Our five guiding principles



We have five guiding principles that define our approach to advice fees.

1

No Bias

At Equilibrium, we want to be paid for managing your money, not moving it around. Our ongoing fees are therefore based on a percentage of your portfolio value, rather than a transactional based charge. You can be confident that if we decide to recommend any changes, this is with the sole aim of improving your portfolio.

2

Transparency

At each annual planning meeting we will provide you with a clear schedule of advice fees received during the last year.

3

Added Value

We believe that fees should be justified by the results achieved. At each annual planning meeting we will seek to demonstrate the ways in which we have improved your situation during the year.

4

Consistently Fair

We will be consistent with our fees; we will not offer a discount to one client that we would not be prepared to offer to other clients with similar circumstances. You can be sure that you are being treated fairly.

5

Control

Our unique guarantee gives you control over our relationship and allows you to share our confidence in the quality of our advice and service.



Our advice service

Our service proposition blends financial and investment planning with comprehensive administration support. We offer Equilibrium clients two levels of service, depending on the assets under our management and fees paid:

Essentials service

Support	Planning	Meetings & reporting
Dedicated financial planner	Financial, tax and investment advice	Annual planning meeting (up to 1 hour)
Ad hoc telephone queries	Cashflow modelling	Annual confirmation of actions and suitability
Secure portal communications	Pension planning and income withdrawal advice	Daily updated online valuations
	Access to Core portfolio funds	Regular market and fund performance commentary

Full service

Includes everything above, plus:

Support	Planning	Meetings & reporting
Dedicated client manager	Estate and intergenerational planning	Annual consolidated reporting pack
Ad hoc financial planning or strategy meetings	Access to our Bespoke and Specialist portfolios	Annual planning meeting
		Annual planning meeting summary notes

If your portfolio is over £1.5m, you can request additional consolidated reporting packs or planning meetings if this helps to manage the complexity of your situation.

For new clients we offer an additional planning meeting after the first three months as there is often a lot to go through at this stage.

! Important to know

Depending on your service level we can arrange a call or additional planning meeting with your planner whenever something comes up that affects your financial plan or strategy. This could be for a change of circumstances or objectives, or simply when you would like some reassurance or guidance on a particular issue.



Our advice charges

Essentials service portfolios up to £240k



Initial advice charges

Implementation fee



£ Due on acceptance of our **Investment report** and usually deducted from your new investments. It can also be paid by cheque or direct transfer, if you prefer.

Annual advice charges

Ongoing fees



£ Commence on signing the Letter of engagement. The first payment usually covers the first three months and is payable in advance by direct transfer or cheque.

*Any fees received over £2,000 per annum are refunded to the portfolio subject to a maximum refund of £400.

Example new client charges

The tables below show the total initial and ongoing advice costs for different portfolio sizes up to the first annual planning meeting.

Initial advice charges

Portfolio size £	Implementation fee £
100,000	1,500 1.50%
160,000	2,400 1.50%
220,000	3,300 1.50%

Implementation fees apply to all new assets brought under our influence until a total of £3,600 has been paid.

Annual advice charges

Portfolio size £	Ongoing fee £
100,000	1,000 1.00%
160,000	1,600 1.00%
220,000	2,000 0.91%

We reserve the right to transition you onto our full service should your portfolio grow in excess of £264,000. This limit (10% higher than the service maximum) has been chosen to avoid the need to switch services due to normal market volatility.

! Important to know

Please note that the amount of ongoing fees we actually receive may be more or less than the typical costs shown above due to fluctuations in the value of your portfolio over the year.



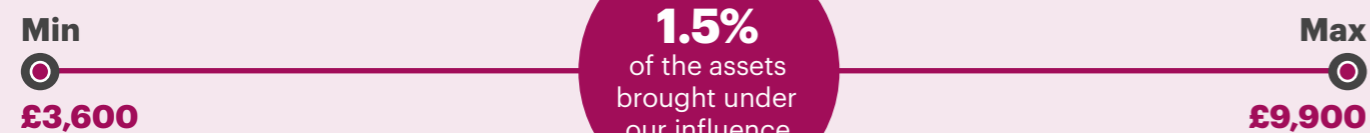
Our advice charges

Full service portfolios below £1m



Initial advice charges

Implementation fee



£ Due on acceptance of our **Investment report** and usually deducted from your new investments. It can also be paid by cheque or direct transfer, if you prefer.

Annual advice charges

Ongoing fees



£ Commence on signing the Letter of engagement. The first payment usually covers the first three months and is payable in advance by direct transfer or cheque.

Example new client charges

The tables below show the total initial and ongoing advice costs for different portfolio sizes up to the first annual planning meeting.

Initial advice charges

Portfolio size £	Implementation fee £
300,000	4,500 1.50%
500,000	7,500 1.50%
700,000	9,900 1.41%
900,000	9,900 1.10%

Annual advice charges

Portfolio size £	Ongoing fee £
300,000	3,000 1.00%
500,000	5,000 1.00%
700,000	6,600 0.94%
900,000	6,600 0.73%

Important to know

Please note that the amount of ongoing fees we actually receive may be more or less than the typical costs shown above due to fluctuations in the value of your portfolio over the year.



Our advice charges

Full service portfolios of £1m and above



Initial advice charges

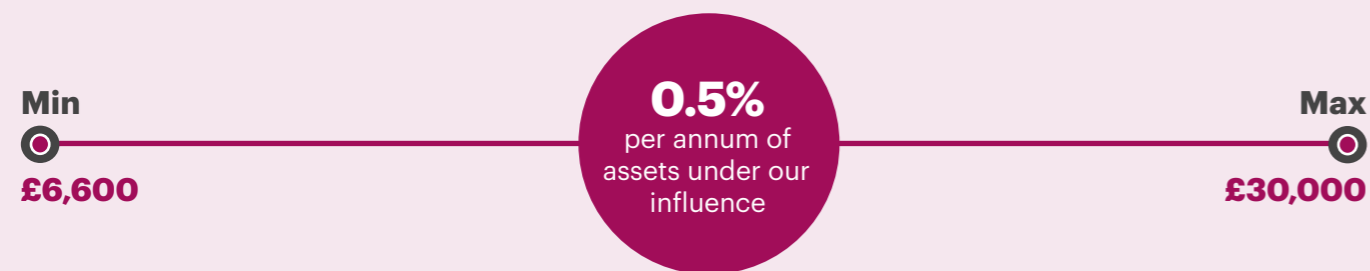
Implementation fee



£ Due on acceptance of our **Investment report** and usually deducted from your new investments. It can also be paid by cheque or direct transfer, if you prefer.

Annual advice charges

Ongoing fees



£ Commence on signing the Letter of engagement. The first payment usually covers the first three months and is payable in advance by direct transfer or cheque.

Example new client charges

The tables below show the total initial and ongoing advice costs for different portfolio sizes up to the first annual planning meeting.

Initial advice charges

Portfolio size £	Implementation fee £
1,500,000	15,000 1.00%
3,000,000	20,000 0.67%
5,000,000	20,000 0.40%
8,000,000	20,000 0.25%

Annual advice charges

Portfolio size £	Ongoing fee £
1,500,000	7,500 0.50%
3,000,000	15,000 0.50%
5,000,000	25,000 0.50%
8,000,000	30,000 0.38%

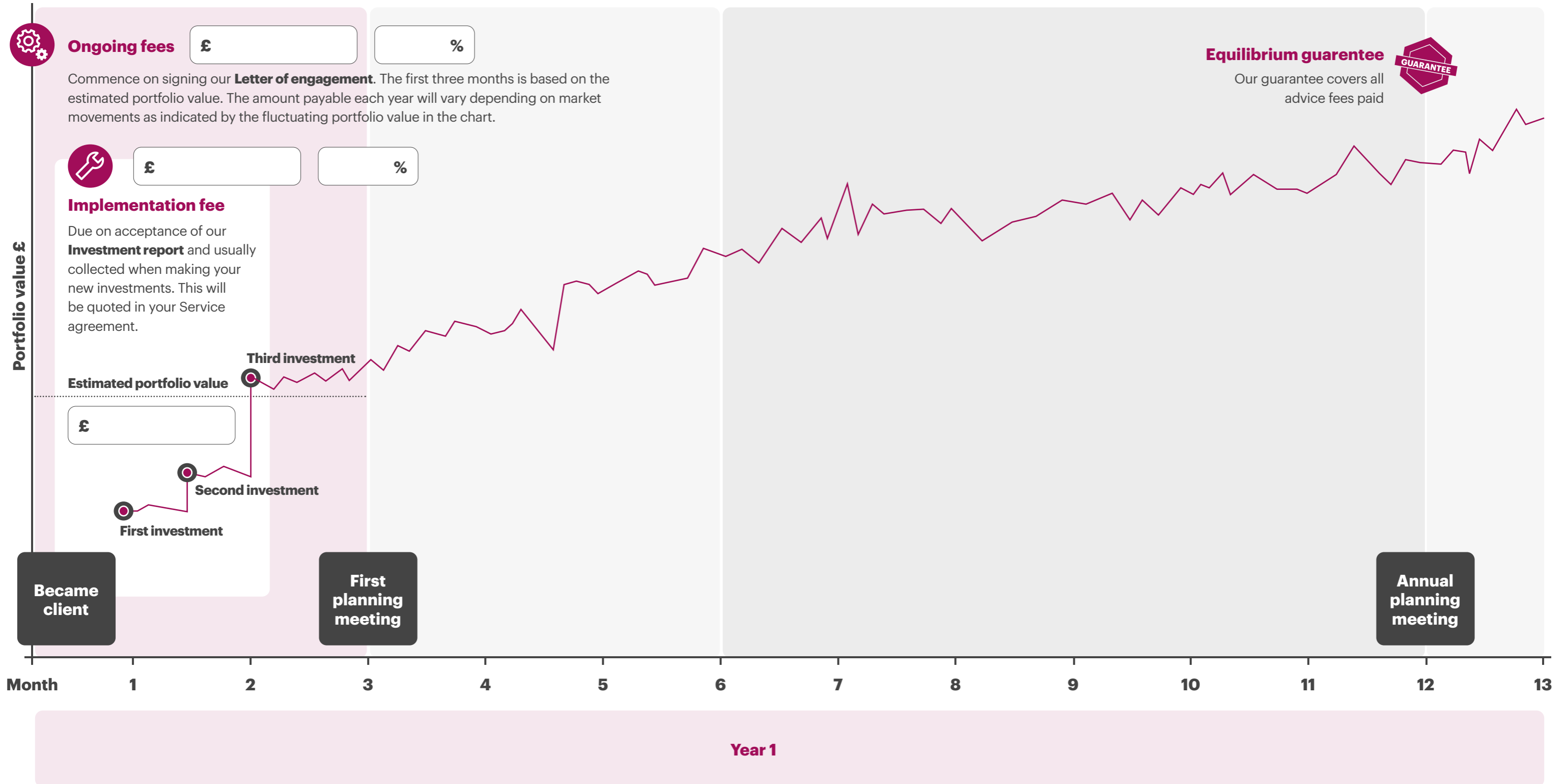
! Important to know

Please note that the amount of ongoing fees we actually receive may be more or less than the typical costs shown above due to fluctuations in the value of your portfolio over the year.

Advice fee timeline



The chart below overlays our initial and ongoing advice fees onto a representation of a typical new portfolio. This runs from the date of becoming a client to the **first annual planning meeting**. We'll help you to work out your personal fees in your first meeting with us which you can write on this chart for reference.








Family service and charges

A key part of our service is to support the transfer of wealth between different generations of a family. Our service and fees are flexible and can adapt so that each person receives the information and support they need.

Important to know

Although we refer to children on this page, the same approach may also apply to other family members. Please speak to your planner if you are interested in how this might work.



	 Child is a minor	 Child chooses to delegate authority	 Child takes on responsibility
Stage	<p>Gifts are often made to young children by their parents or grandparents. This can include junior ISAs, pension contributions and designated investments. At this point the child will not be involved, with all decisions made on their behalf.</p>	<p>Once the child reaches 18 years of age they become legally responsible for their investment portfolio. However, taking over is not a priority for most people of this age, so they tend to continue delegating decision making authority to a nominated family member.</p>	<p>As time passes, the child is likely to develop more of an interest in their investment portfolio. This is often sparked by a financial or life event, such as buying a car, getting married, joining a pension scheme, or buying a first home. At this point we would aim to meet and start building a financial plan to achieve their immediate and longer term goals.</p>
Service	<p>Service continues as normal for the family with additional reporting on the child's investments.</p>	<p>We are on hand to support the family as needed. This can include sending copies of reviews and reports to the child, answering questions or helping out with anything financial that crops up. The child is also welcome to attend their nominated family member's meetings from time to time if this is appropriate.</p>	<p>The child would become a client in their own right and take over the responsibility for their investment portfolio. Going forwards the child would provide the usual updates on their circumstances and objectives, and attend an annual planning meeting. They can also choose whether their family are kept informed or if they now step away from the relationship.</p>
Fees	<p>Initial advice charges: none</p> <p>Ongoing advice charges: the child's investments remain part of their family's portfolio and are charged accordingly for example:</p> <ul style="list-style-type: none"> ● A portfolio of £1,500,000 would have ongoing advice charges of 0.5%. ● If a gift is made of £10,000 to to a child, then <ul style="list-style-type: none"> • The main portfolio would now be valued at £1,490,000, plus • A smaller child portfolio of £10,000. ● The total would remain at £1,500,000 and continue to be subject to the same 0.5% charge as before. 		<p>Initial advice charges: none for assets transferred over by the family. Implementation fees are payable on any new assets that the child wishes us to manage at half the standard rate.</p> <p>Ongoing advice charges: the child's investments are subject to standard ongoing advice fees, depending on their level of assets and service requirements.</p> <p>For our Essentials service a family member would benefit from a lower minimum ongoing fee of £200 per annum</p>



Paying your advice fees

We will always discuss your payment options with you and only collect our fees once we have agreed how we are to be paid and at what frequency. Ongoing charges are typically collected monthly but this may also be quarterly or annually.

Facilitated fees

Alternatively, our preferred product providers can facilitate fee payment. In terms of implementation fees, we can simply request that a fixed percentage or £ amount is paid to us when contributing to a product.

For ongoing fee collection, there are two methods of deducting fees from your products:

- Monthly in arrears deductions based on a daily fluctuating value
- Ad-hoc fee deductions usually based on a quarterly valuation and collected in advance

Specific paperwork would be required to arrange these facilitated fee options. All facilitated fees reduce the amount that remains invested.

Directly paid fees

Fees can be paid directly via one of the following methods (we do not accept cash payments):

- Bank transfer
- Direct debit (facilitated by GoCardless, a third party fee payment service)
- Cheque

We will issue an invoice should you pay by one of the above methods.

Value added tax (VAT)

It is our belief that the majority of services provided to you by Equilibrium Financial Planning (EFP) are exempt from VAT.

There are certain situations where VAT is immediately payable, including:

- Where you do not intend to enter into the purchase of a financial product and simply require a financial planning proposal with a view to carrying out the implementation yourself
- If you would like us to review a pension under our defined benefit pension review service

You would always be informed at the outset if VAT will need to be paid.

! Important to know

If it is confirmed by HM Revenue & Customs at some point in the future that any aspect of our service is subject to VAT, then we reserve the right to charge VAT retrospectively in addition to the fees paid under the terms of this agreement.

There are three additional service options that have not already been covered. These are outlined below:

Defined benefit pension review service

The review of a defined benefit (final salary) scheme is an in-depth and lengthy exercise. To cover the costs associated with reviewing each pension scheme, we will charge:

Module 1

£1,750 plus VAT for the first scheme plus **£500 plus VAT** for each additional scheme. This fee is payable prior to commencing any work.

Modules 2-4

To calculate our fees, we total the transfer values of all schemes reviewed together:

- Total below £1m: **1.5%** subject to a maximum of £9,900 (minimum total transfer value of £250,000).
- Total of £1m and above: **1%** subject to a maximum of £20,000

These fees are charged on completion of module 4. VAT will be charged in addition if no transfer takes place.

If a transfer is recommended and you decide to proceed, we would typically recommend that your replacement pension is managed on an ongoing basis. If you appoint Equilibrium for this service, our standard ongoing fees will apply to the transferred assets once received. Please ask for a copy of our **Defined benefit pension review service** brochure if you require any further information.

Protection service

When we are asked to arrange non-investment insurance products to meet a specific client requirement such as life assurance, income protection, critical illness or long term care policies, we will receive a standard commission from the insurer to a minimum of £1,500 per policy. Where the commission is below £1,500 you may be asked to pay the additional amount as a direct fee. In some circumstances we might decline to accept commission where we feel this might expose the business to undue financial risk. In this scenario the direct payment option would be discussed with you prior to submitting the application.

Annuity Service

When we recommend an annuity to provide a secure retirement income stream, we will charge an initial fee in line with our standard initial advice charges detailed on pages 14 to 17; with the relevant capped fees being applied. This can be paid as a fee from the product, proportionately reducing the investment amount, or as a direct payment, whichever best suits you.

Our centralised investment proposition

The providers of our centralised investment proposition are set out on pages 18 and 19 in **Managing your investments**. The table below extends that section to include the costs of each provider.



	Provider	Details	Standard fee tiering		Additional product fees
Investment platform	Nucleus Financial Services Nucleus HQ, Greenside, 12 Blenheim Palace, Edinburgh EH7 5JH t: 0131 226 9535 e: client.contact@nucleusfinancial.com w: www.nucleusfinancial.com/client-home	Nucleus was founded in 2006 by a number of Independent Financial Advisers (IFAs) who wanted to create a platform where the client is the central focus of its service.	First £200,000	0.33%	Ongoing fees Onshore bond +0.10% Offshore bond +0.15% Initial fees Offshore bond £100
	Seven Investment Management (7IM) 55 Bishopsgate, London EC2N 3AS t: 0203 823 8599 e: ps3@7im.co.uk w: www.7im.co.uk	7IM was founded in 2002 and offers a variety of different investment services, including their wrap platform. The platform was originally developed to provide a discretionary management service to 7IM's high net worth clients. In 2005, it was then opened up to other financial advisers, who were looking for a cost effective way to manage their clients' assets.	First £500,000	0.30%	Additional fees apply to the 7IM pension account (SIPP). These would be disclosed in advance if this product is recommended. Investment bonds are not available.
	AJ Bell AJ Bell Investcente, 4 Exchange Quay, Salford Quays, Manchester, M5 3EE t: 0345 839 9060 e: enquiry@investcentre.co.uk w: www.investcentre.co.uk	Launched in 1995, AJ Bell is a well-established investment platform that provides various financial products and solutions for investors. The platform holds over £76bn of assets and more than 398,000 investors.	First £1,000,000	0.20%	Additional fees apply to the AJ Bell pension account (SIPP). These would be disclosed in advance if this product is recommended. ISAs, JISA, LISA, GIA no set-up, admin, withdrawal or transfer in costs. £3.95 per trade is applied for online dealing.
Investment fund provider	Investment Fund Services Limited (IFSL) Marlborough House, 59 Chorley New Road, Bolton BL1 4QP t: 0808 178 9321 e: ifslclientsupport@ifslfunds.com w: www.ifslfunds.com	IFSL is part of the Marlborough group of companies which has been managing funds since 1986 and has £10bn of assets under management. IFSL are the Authorised Corporated Director (ACD) of the Equilibrium Portfolio Funds and provide a full range of fund administration services.	IFSL do not charge any provider fees. The ongoing fund charges that apply are outlined on page 27.		None

Provider fees commence as money is invested into each product. They are usually based on daily values and collected monthly in arrears. Share dealing will incur additional charges on Nucleus and Transact. 7IM offers UK share dealing at no charge.

All our preferred platforms allow you to link family accounts together to obtain combined tiering discounts.



Ongoing investment management charges

EIM

Core portfolio funds

Most clients hold one or more of our five unique investment funds. Each fund is managed by Equilibrium Investment Management (EIM) and administered by Investment Fund Services Limited (IFSL).

Fund name	Strategic asset allocation	Ongoing charges figures
IFSL Equilibrium Defensive Portfolio A Acc (ISIN: GB00BMYC7159)		1.32% (including 0.5% AIMC ¹)
IFSL Equilibrium Cautious Portfolio A Acc (ISIN: GB00BYXHQY16)		1.27% (including 0.5% AIMC ¹)
IFSL Equilibrium Balanced Portfolio A Acc (ISIN: GB00BYXHGX09)		1.31% (including 0.5% AIMC ¹)
IFSL Equilibrium Adventurous Portfolio A Acc (ISIN: GB00BYXHQW91)		1.37% (including 0.5% AIMC ¹)
IFSL Equilibrium Global Equity Portfolio A Acc (ISIN: GB00BMZN3Z32)		1.48% (including 0.5% AIMC ¹)

● Cash
 ● Fixed interest
 ● Real assets
 ● Equity

The charges quoted in the table above are from 1 February 2022 and will vary over time. For up to date charges, please see our fund fact sheets available on our web site at www.equilibrium.co.uk.

IFSL is the Authorised Corporate Director for the IFSL Equilibrium Funds. IFSL is authorised and regulated by the Financial Conduct Authority.



Ongoing Charges Figure (OCF): This is an annually published figure which gives an estimate of the overall expected costs of running a fund, based on historical information. For clarity, the components of the OCF are broken down below:

1 Annual Investment Management Charge (AIMC): the fee levied by Equilibrium Investment Management (EIM) for managing the fund assets. This is expressed as a percentage of the assets in each fund and set at 0.5%.

2 Fund holdings: the aggregated costs (OCFs) of the fund holdings within the IFSL funds.

3 Fund expenses: this includes IFSL, the fund custodian, FCA registration fees and audit costs. Some of these are fixed fees, some are percentage based fees.

Bespoke and specialist portfolios

For clients with more complex requirements EIM can directly manage one or more products within a portfolio to a specific investment management agreement.

Service	How it works	Ongoing charges
Bespoke and Specialist advisory investment management	<p>Portfolio changes will be recommended by our investment managers, who will suggest fund switches and rebalances as appropriate to ensure ongoing suitability.</p> <p>Third party solutions: Review and selection of specialist third party investment solutions and strategies.</p> <p>All recommendations will be confirmed in writing and require your explicit agreement before proceeding.</p>	0.5% + VAT
Bespoke discretionary investment management	<p>Investment decisions are delegated to our investment managers. They will be able to make changes to your portfolio within agreed parameters without contacting you first.</p> <p>Portfolios usually target one of our ideal strategic asset allocations and are kept in line through regular fund switches.</p> <p>Discretionary management is only available for products held with Nucleus or Seven Investment Management.</p>	<p>0.5% + VAT</p> <p>VAT exempt if managed as a model*</p>
Specialist discretionary investment management (AIM portfolio)	Ongoing discretionary investment management of a portfolio of AIM stocks with the specific purpose of inheritance tax mitigation.	1% + VAT

*VAT may not be charged where an automated model is used to manage a portfolio. This will be confirmed at the point of recommendation.

Important to know

In addition to the ongoing fees for EIM shown above, there will also be charges for the investment funds that make up your recommended portfolio. We will always clearly disclose the costs of any recommended investments in your suitability report, prior to undertaking the transactions.

Example annual investment management charges

The table below shows the amount received by EIM at different fund values based on the **0.5% AIMC**.

Core fund investment amount £	Total gross fees £
100,000	500
400,000	2,000
800,000	4,000
1,200,000	6,000
3,000,000	15,000

Example ongoing Bespoke and Specialist charges

The table below shows the annual amount received by EIM at different portfolio sizes based on the **0.5% ongoing Bespoke fee plus VAT (a total gross fee of 0.6%)**.

Portfolio size £	Ongoing net fees £	VAT £	Total gross fees £
100,000	500	100	600
400,000	2,000	400	2,400
800,000	4,000	800	4,800
1,200,000	6,000	1,200	7,200
3,000,000	15,000	3,000	18,000

Example ongoing Specialist AIM portfolio charges

The table below shows the annual amount received by EIM at different portfolio sizes based on the **1% ongoing Specialist fee plus VAT (a total gross fee of 1.2%)**.

Portfolio size £	Ongoing net fees £	VAT £	Total gross fees £
50,000	500	100	600
100,000	1,000	200	1,200

Please note that the amount of investment management fees we actually receive may be more or less than the typical costs shown above due to fluctuations in the value of your portfolio over the year.

Important to know

There are no initial fees charged by EIM for either the Bespoke or Specialist services.

Terms of business



The following terms of business apply to both Equilibrium companies, Equilibrium Financial Planning LLP (EFP) and Equilibrium Investment Management LLP (EIM), unless specified:

EFP term applies to Equilibrium Financial Planning LLP only

EIM term applies to Equilibrium Investment Management LLP only

This agreement

- 1.** This is our standard Retail client agreement. It explains the services we offer and the way we will carry them out. Please read these terms carefully and let us know if there is anything you do not understand. We are always happy to explain things further.
- 2.** This agreement will take effect from the moment we start providing our services to you. It will remain in force until cancelled or replaced with a new updated agreement.

Our status

- 3.** The Equilibrium companies are authorised and regulated by the Financial Conduct Authority (FCA), the independent watchdog that regulates financial services. Both firms are listed on the Financial Services Register with the registration numbers 452261 for EFP and 776977 for EIM.

You can check this, and our address, by visiting the FCA website at <https://register.fca.org.uk> to view the register, or by contacting the FCA on 0800 111 6768. The FCA can also be contacted at: 12 Endeavour Square, London E20 1JN.

- 4.** Our registered office address is Ascot House, Epsom Avenue, Handforth, Wilmslow, Cheshire SK9 3DF. We also operate from 19a Telford Court, Chester Gates Business Park, Chester CH1 6LT. Please send all correspondence through to our Ascot House address.

Your status

- 5.** For investment business we will classify you as a retail client. For non-investment and general insurance business we will classify you as a consumer. This means that you are afforded the greatest level of protection available under the Financial Services and Markets Act (FSMA). You have the right to request a different categorisation if appropriate, although this may result in you losing some of the protections available under the FSMA, such as the right to refer complaints to the Financial Ombudsman Service and the right to receive specific information about any investments or insurance products we recommend or arrange on your behalf.

Our services

- 6.** When you become an Equilibrium client we will issue a personalised Service Agreement. We will also issue a separate Investment Agreement should you opt for our bespoke or specialist investment management options. Each year, we will then confirm the suitability of your investment portfolio as part of our annual review process. These documents all form part of your agreement with us.

- 7.** EFP offers a financial planning advice service. The services we provide will normally involve us entering into arrangements with you under which we will:

- a** gather information about you;
- b** carry out research to find suitable investment options;
- c** provide you with reports, financial health-checks and forecasts;
- d** advise you as to the best investment options;
- e** implement the agreed options by arranging transactions in retail investment products, securities or non-investment insurance products;
- f** monitor your ongoing position to ensure that the products continue to meet your requirements, especially where your circumstances are changing;
- g** recommend changes to your product portfolio where appropriate.

This service is classed as intermediation.

- 8.** EFP will make a recommendation for you after we have assessed your needs. This process includes reviewing your existing investments to ensure they continue to meet your requirements.

As an independent firm, we may recommend that you use our centralised investment proposition offered through Seven Investment Management, Nucleus and Transact, provided that these services are suitable for you. These providers have been selected based on extensive research and analysis of the market. All of these platforms allow a wide range of investments from the whole of the market without limitation.

Independence has enabled us to construct a centralised investment proposition specifically designed to meet the needs of our clients. This involves the various investment platforms described above, utilising EIM as investment managers, and also using a range of funds operated by IFSL.

Often our clients share common characteristics, in terms of their financial circumstances and financial objectives. Where our centralised investment proposition is not suitable to meet your needs we will look outside of this and recommend a bespoke solution that will. Where we believe our investment services and your needs are not aligned we will inform you of this and advise you to seek alternative advice.

- 9.** As part of our service we will discuss with you the merits of the different investment approaches available before agreeing with you which is best suited to your investment needs and objectives. Should you require an ongoing investment management service, then this service is offered exclusively through EIM. We would not usually outsource this to another third party.
- 10.** As well as providing the services noted above, we can also advise on pure protection from the whole of the market.



EIM

- 11.** EIM provides advisory and discretionary investment management services exclusively for clients of EFP.
- 12.** EIM also provides investment management for the IFSL Equilibrium Portfolio funds, our Core range of funds. These funds are operated by Investment Funds Services Limited (IFSL). If you would like more information on these funds, please ask for details.
- 13.** Both our advisory and discretionary activities may include higher risk investments such as warrants and derivatives, unregulated collective investment schemes (UCIS), structured products and investments that are not readily realisable. The relevant risk warnings for these investments will be set out for you within a recommendations report.
- 14.** EIM offers its discretionary investment management services through the Nucleus and Seven Investment Management platforms. We will review the full range of regulated investments and investment markets. There are no restrictions relating to the advice we may give you nor the transactions we arrange for you concerning the types of investment or markets invested in. There are also no restrictions on the value of investments nor the proportion of your portfolio invested in any individual or class of investment. If you specify and we agree to any investment restrictions, we will confirm this in your Investment Agreement.
- 15.** Our discretionary investment management services are facilitated by our investment team and only available via Seven Investment Management and Nucleus. We would not usually outsource these services to an external discretionary manager.

If managing your portfolio on a discretionary basis, we will send periodic statements to you at your last known address every three months. In addition to this, you will also receive quarterly statements from the investment platform provider. This documentation will include a current valuation, comparison of performance with that of an appropriate benchmark, transaction statements and other relevant information.
- 16.** We will not engage in stock lending activities. We will not act on your behalf in connection with the underwriting of any new issue or offer for sale of securities. We will not commit you to borrowing or overspend to supplement your portfolio.

Our remuneration

- 17.** We will discuss your options with you and answer any questions. We will not collect fees, or implement a fee collection method, until we have agreed how we are to be paid.

- 18.** EFP and EIM are generally remunerated on a fee basis for provision of their ongoing services. We will agree this basis in writing and will inform you of any related charges, expenses and taxes before carrying out any chargeable work. Any schedule of charges we issue will contain details of how payments are to be made and will form part of this client agreement. Notification of any change to the level of charges will always be given in writing.

These charges may be in addition to any other remuneration that we receive in connection with transactions carried out on your behalf. Where appropriate, these and the method of payment will also be set out in a schedule of charges.

EFP

- 19.** For non-investment insurance business, EFP charges are £1,500 per application. This fee may be paid directly to us or offset against any commission we receive from the product provider. Where the commission due exceeds our fees, the excess may be used to reduce the premiums payable by you, or alternatively we will rebate the excess back to you.
- 20.** EFP offers the following options for settlement of fees:
 - Direct payment to us
 - Facilitated payment to us by the product provider
 - Any combination of direct payment and facilitated payment
 - Trail commission offset where trail commission is being paid
- 21.** If EFP is entitled to receive commission for non-advised transactions or for certain business transacted or advised on prior to 31 December 2012, we will tell you the amount of commission that is paid. All commissions or other benefits will normally be offset against our charges. However, renewal or trail commissions of less than £20 per payment may be retained by us to go towards the costs in administering such small amounts.

In some cases, where we do receive commissions, fees or other benefits, it may not be possible to offset these against our charges. In these situations, we may rebate any surplus directly to you. In any event, where surplus commissions or other income exceeds our fee requirements, then all such remuneration will remain that of EFP until you receive it from us.

EIM

- 22.** EIM offers the following options for settlement of investment management fees:
 - Direct payment to us
 - Facilitated payment to us by the product provider
 - Any combination of direct payment and facilitated payment
 - These fees do not apply to our Core funds as this is already charged within the funds via the 0.5% annual investment management charge (AIMC)



Communication

- 23.** Unless we hear from you to the contrary, we may telephone you from time to time between 9am and 9pm, or send you emails or letters, without your further prior consent to such contact.
- 24.** We will send all cheques, documents of title etc. by post to your last known address. These are sent at your own risk. The Recorded Delivery service will not normally be used.

EIM

- 25.** We will record telephone calls between you and us which may lead to us providing advice or executing a financial transaction on your behalf. We may use these recordings, or transcripts of them, to check your instructions, to analyse, assess and improve our services to customers, for training and quality purposes, to help us investigate any complaint you may make, or to comply with our regulatory and legal obligations.

Recordings may take place without the use of a warning tone. All copyright in the recordings belongs to us. We will hold these records for as long as it is necessary for the purpose for which we collected it and/or for as long as we are allowed to for legitimate business purposes.

Conflicts of interest

- 26.** When offering our services, occasions can arise where we, or one of our other clients, will have some form of interest in the business that we are transacting for you. If this happens, or we become aware that our interests conflict with your interests, we will inform you in writing.
- 27.** We maintain a conflict of interest policy, which enables us to identify and manage conflicts and potential conflicts of interest. This policy is designed to ensure that you are provided with an appropriate level of service by putting in place procedures, supervision and monitoring techniques. Further details of the policy are available on request.
- 28.** Whilst EFP and EIM are two separate firms, their management and ownership is the same. As such, there is a financial interest between the two companies and a conflict of interest. We take all appropriate steps to manage this by maintaining robust systems and controls.

Quality of service

- 29.** If you have a complaint about the advice you receive or a product that you have taken out through us please contact:

Debbie Jukes: Head of Client Care
Equilibrium Financial Planning LLP
Ascot House
Epsom Avenue
Handforth
Wilmslow
Cheshire
SK9 3DF

If you remain dissatisfied after we have reviewed your complaint, you have the right to refer it to the Financial Ombudsman Service (FOS). Full details of the FOS can be found on its website at www.financial-ombudsman.org.uk or by calling 0800 023 4567. Copies of our complaints procedure are available on request free of charge.

Risk factors

- 30.** We will notify you separately of any specific risk factors that apply to the services we provide for you and whether the cost of our service depends on fluctuations in financial markets that are beyond our control. The past performance of investments is no indicator of future performance.
- 31.** We will explain the risks that apply before you enter into an investment agreement with us. It is important for you to inform us if you do not understand these risks or if you do not wish to accept the level of risk proposed. Specific warnings relevant to the investments or strategies that we recommend will be confirmed to you in a personalised report.

Compensation

- 32.** The Financial Services Compensation Scheme (FSCS) exists to protect customers of financial services firms that have failed. You may be entitled to compensation from the scheme if we, or your product providers, cannot meet our/their obligations. This depends on the type of business and the circumstances of the claim. The FSCS only pays compensation for financial loss; poor investment performance is not covered.

Current levels of protection are summarised here, with further details available in our Managing your investments guide. Most types of investments are covered up to £85,000 per person per firm. Cash deposits, such as current and savings accounts are covered up to £85,000 per account (£170,000 for a joint account). Long term insurance (e.g. pension annuities, life insurance, permanent health insurance) is covered for up to 100% of the claim, without any upper limit. General insurance is covered for up to 100% of the claim with no upper limit for compulsory insurance and 90% with no upper limit for other types of insurance.

Further information about compensation arrangements is available from the FSCS at www.fscs.org.uk or by calling them on 0800 678 1100.



Protecting your data

- 33.** We will observe the General Data Protection Regulation in full. We maintain a privacy policy reflecting the principles of good data handling. This policy is subject to regular reviews to ensure the continued protection of your information held on our records.
- 34.** The personal information that you provide may be maintained on our computer records. It will not be disclosed to other parties except other businesses within the same group; representatives of our compliance advisers; our auditors; any organisation requiring access to such information for regulatory purposes only; any person with a legal entitlement to access; or any third-party tools used exclusively for your financial planning, portfolio administration, or to otherwise meet our obligations under this agreement. For more information please refer to our Privacy Notice.

Verifying your identity

- 35.** As part of the onboarding process and before we can look after your investments, we will independently verify your identity and home address. We do this via an online system that cross references the electoral roll and other government registers. This is an anti-money laundering measure to protect genuine investors and businesses from being scammed by unscrupulous individuals. The system will leave a “soft footprint” on your credit file, which does not impact your credit score, but it is visible to you. If you are uncomfortable with an online system being used to verify your identity then please let your planner know and we can instead follow an alternative paper based method.

Future changes

- 36.** We may change the content of this agreement without receiving your prior consent to do so. We will highlight these changes if they have cost implications or alter our service levels.
- 37.** We regularly review our fee structure to ensure we remain competitive and provide value for money. We are due to review our tiering structure in **September 2025**, at which point an inflationary increase may be applied.

Cancellation of services

- 38.** We may terminate our agreement to act on your behalf at any time and without penalty. We will give you a minimum of one months’ notice, with longer periods of up to three months agreed at our discretion. Notice of this termination will be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated, which will be completed according to this Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees outstanding, if applicable.
- 39.** You have a right to cancel any ongoing service and associated adviser charges without penalty and without giving a reason. We will require a minimum of one months’ notice of this cancellation and our relevant ongoing services will cease from the end of the notice period. We reserve the right to continue to charge for our services up to the end of the notice period, or a later agreed termination date if appropriate. Where charges have been levied in advance, we will refund any excess fees collected for the period after termination of our services.

- 40.** On termination of our agreement, should your portfolio include investments in the IFSL Equilibrium Portfolio funds, these investments will remain in place unless you give an instruction to sell them. Please be aware that whilst you remain invested within these funds, the ongoing fund charges will continue to be deducted at source and paid to IFSL, who in turn will continue to pay the 0.5% annual management charge to EIM.

Deceased clients

- 41.** On the death of a client, we will continue to manage the investments until otherwise instructed by a representative of the estate. We will attempt to ascertain who the estates’ representatives are as soon as possible and then obtain their instructions on how the assets should be managed.

Law

- 42.** English law will be the basis of this contract. The language in which this contract will be interpreted and in which all communications will be conducted will be English.
- 43.** The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Client Agreement.

Offshore advice

- 44.** If we believe you are required to report your income or may be subject to tax in another country, it may be obligatory for us to share information about your investments with the UK’s and/or other country’s tax authorities. In such circumstances we may be required to disclose this information about your investments either directly to the respective overseas tax authority, or to the UK’s tax authority who may share that information with the appropriate overseas tax authorities.
- 45.** Due to agreements to increase global tax transparency, from 2016 HM Revenue & Customs (HMRC) has been getting a huge amount of information about overseas accounts, structures, trusts, and investments from more than 100 jurisdictions worldwide. This has given HMRC unprecedented levels of information to check that, as in most cases, the right tax has been paid.

If you have already declared all of your past and present income or gains to HMRC, including from overseas, you do not need to worry. But if you are in any doubt, HMRC recommends that you read the Tax Information Notification available on request from us to help you decide if you need to take any action.

January 2024

Head Office

Ascot House, Epsom Avenue,
Handforth, Wilmslow,
Cheshire SK9 3DF

Chester Office

19a Telford Court,
Chester Gates Business Park,
Chester CH1 6LT

New enquiries: 0161 383 3335
Existing clients: 0161 486 2250
askus@equilibrium.co.uk
www.equilibrium.co.uk

Equilibrium is a trading style of Equilibrium Financial Planning LLP and Equilibrium Investment Management LLP (Limited Liability Partnerships). Equilibrium Financial Planning LLP (OC316532) and Equilibrium Investment Management LLP (OC390700) are authorised and regulated by the Financial Conduct Authority and are entered on the financial services register under references 452261 and 776977 respectively. Registered Office: Head Office. Both companies are registered in England and Wales. The FCA regulates advice which we provide on investment and insurance business; however it does not regulate advice which we provide purely in respect of taxation matters.

Investment Fund Services Limited (IFSL) is the Authorised Corporate Director of the IFSL Equilibrium OEIC. IFSL is registered in England No. 06110770 and is authorised and regulated by the Financial Conduct Authority. Registered office: Marlborough House, 59 Chorley New Road, Bolton, BL1 4QP. Copies of the Prospectus and Key Investor Information Documents are available in English from www.ifslfunds.com or can be requested as a paper copy by calling 0808 178 9321 or writing to IFSL, Marlborough House, 59 Chorley New Road, Bolton, BL1 4QP.