



Client Agreement – Business

This agreement sets out the terms under which our services are to be provided, including details of the specific services and a summary of our charges for those services. We act on behalf of your business in advising you on investments and non-investment insurance contracts.

Herbert & Webster 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 the FCA's website [fca.org.uk/firms/systems-reporting/register](https://www.fca.org.uk/firms/systems-reporting/register). Our FCA reference number is **528384**.

Our Service

We provide independent advice. We will consider a range of regulated products from the available market that can meet the investment objectives but we will only provide a recommendation to you when we know the product is suitable for your business circumstances.

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.

For Non-investment protection contracts we are an intermediary and will act on behalf of your business when providing advice and making our recommendation(s) to you. We will do this based on a fair and personal analysis of insurers for term assurance, income protection and critical illness.

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.

Your Goals and Objectives

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

Chartered Status and Our Ethical Policy

We are Chartered. This status means we adhere to an ethical code that underpins broader commitment to professional values.

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. 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

Financial Planning Stage	What's involved	Fee
Stage 1 Introduction Telephone Meeting with Adviser	We offer a free 15 minute telephone consultation to introduce ourselves and quickly check we can help.	Complimentary
Stage 2 Initial Meeting	If the introduction by phone reveals a further conversation can be beneficial, we will agree on a face-to-face meeting or a telephone one for busy clients and talk in more depth about goals and objectives, the services we offer and their costs.	Complimentary
Stage 3 Report Stage	Report 1 – £2,000 Includes the following services: <ul style="list-style-type: none"> • Group Insurance • Individual Insurance • Investing Capital for the business 	Only payable if you do not proceed with the implementation process.
	Report 2 – £3,000 Includes services from Report 1 plus the following: <ul style="list-style-type: none"> • Group Pension • Group SIPP • SSAS 	Only payable if you do not proceed with the implementation process.
Stage 4 Implementation	Group Insurance	20% of initial premium subject to a minimum of £2,000 and a maximum of £6,000
	Individual Insurance	Fee covered by commission paid by the provider subject to the associated minimum report fee of £2,000
	Investing Capital for the business	3% of initial investment subject to a minimum of £2,000 capped at £12,000
	Group Pension, Group SIPP, SSAS	3% of initial investment subject to a minimum of £3,000 capped at £12,000

Financial Planning Stage	What's involved	Fee
Stage 5 Ongoing Service for Investments	<p>Your business benefits from ongoing reviews and advice to ensure its investments are performing and still on track to hit financial goals.</p> <p>Our ongoing service includes:</p> <ul style="list-style-type: none"> • Annual suitability review (current situation, goals + objectives and investment strategy) • Access to preferential rates with providers • Phone and video support • Administration support • Access to your dedicated, qualified financial planner to assist you with any queries or guidance/advice 	<p>0.5% Funds Under Advice*</p> <p>*subject to a minimum of £1,000 per year</p>
Exit Fees	We are so confident that once you start working with us and experience the benefits of having us by your side, you'll want to remain a client.	None

Adviser One-to-One with employees (Suggested limit of 2 per hour)	Half Day - (4 Hours)	£500
	Full Day - (7 Hours)	£800
Educational Presentation	Up to 1 Hour presentation including Q & A	£500

Example 1

Initial Fee - if we arrange an investment on behalf of your business for £10,000 our Implementation fee would be £300 (3%). As this is less than our minimum Financial Planning Fee of £2,000, we would charge you an additional £1,700 for the balance. The total fee payable would be £2,000.

Ongoing Fee - based on the amount of £10,000, the ongoing service agreement is deemed to commence immediately and payable monthly in arrears. The 0.5% fee would equate to £50 over the year. As this is less than our minimum ongoing fee of £1,000, we would charge you an additional £950. The total ongoing fee payable is £1,000 per year.

Example 2

Initial Fee - if we arrange an investment on behalf of your business for £300,000 our implementation fee would be £9,000 (3%). As this exceeds our minimum Financial Planning Fee of £2,000, no other charges would be applied.

Ongoing Fee - based on the amount of £300,000, the ongoing service agreement is deemed to commence immediately and is payable monthly in arrears. The 0.50% fee would equate to £1,500 over the year. This amount will fluctuate proportionally depending on the value of the underlying investment.

Example 3

Initial Fee - if we arrange an investment on behalf of your business, our Implementation fee would be £1,500,000 (0.80%) 3% of the first £400,000. As this exceeds our minimum Financial Planning Fee of £2,000, no other charges would be applied. The total fee payable would be £12,000.

Ongoing Fee - based on the amount of £1,500,000, the ongoing service agreement is deemed to commence immediately and payable monthly in arrears. The 0.50% fee would equate to £7,500 over the year. This amount will fluctuate proportionally depending on the value of the underlying investment.

Aggregated Costs and Charges

To help you understand the overall costs of our services and recommendations, we will add together all the costs and charges payable. This is referred to as aggregated costs and charges information. We will confirm the actual aggregated costs and charges based on our recommendations within our Suitability Report.

Paying our Initial Fees

Our charges are payable on completion of our work and must be settled within 30 business days. You may pay our charges via deductions from the financial product(s) that you might invest in, where the product/platform provider allows this. Please note that if you choose to pay by deduction from a financial product this will reduce the amount left for investment and may, depending on your circumstances, have other consequences. Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product. If your investments are held on a platform (a platform is an online investment administration service) you may choose to pay our charges out of the funds held within the platform cash account (where the platform provider offers this facility).

Where you invest in a regular contribution contract (where contributions are made on a monthly, quarterly or annual basis), you can choose to have our charge deducted from the product in instalments (where the product/platform provider is able to offer this facility)

Payment can be made either by: Cheque or electronic transfer (we cannot accept payment by cash).

Paying our Ongoing Fee

Recommendations will be based on the Goals and Objectives for your business and are appropriate at the time of proposing and implementing. However, they will need to be reviewed on a regular basis to ensure that the advice remains suitable and performance adequate, this is described as our on-going service for which we charge a fee. Through the service, you also benefit from preferential rates which we negotiate with providers on behalf of our clients. Should you decide to not pay for the on-going service, consequently, you will not be entitled to receive the on-going service.

Where the value of your investments rises, then the fees for this service will increase, conversely, if the value of your investments falls, the cost of this service will decrease.

You can choose to pay this fee directly or by deduction from the policy(ies) you hold. Should you wish to pay directly you can spread the payment over a 12-month period by standing order.

Once you have signed the Business Agreement Form (BAF), it is deemed to commence immediately and payable monthly in arrears. You can choose to cancel this at any time by providing us with written confirmation of your decision. Payments would then cease within 7 business days or after collection of any due proportion of any period charges if later.

Your Records

Our advice is based on your current business situation, goals and objectives. To ensure that our recommendation remains suitable to you it is important that we hold up-to-date information about you on record. Therefore, we recommend that you inform us of any key changes in your situation, such as:

- Significant change in earnings
- Significant change in your business ownership
- Significant change in activity

The list is not exhaustive and if you are not sure whether a recent change of situation is significant, please get in touch with us.

Non-Investment Protection and General Insurance contracts

When we arrange the sale of a protection or insurance contract, we will not charge you a fee, as we will receive a commission from the provider/insurer, subject to the associated Financial Planning Fee. The amount of this will be disclosed to you in the product literature.

In respect of any regular premium policy which we have arranged for you, should you subsequently cease to pay premiums on the policy, we will be obliged to refund the commission that has been paid to us. We reserve the right to charge you a fee representing the amount we have to repay as a consequence of your cancellation for a period of 4 years after the commencement of the policy. We will confirm the exact amounts and timescales in your suitability report. Please note we will not charge any such fees if you exercise your right to cancel in accordance with any cancellation notice sent to you by the life insurance company, however, our minimum Financial Planning Fee still applies.

Your protection cover is based upon the information you provide to the insurance company and you must take reasonable care to answer all questions asked by the insurer fully and accurately. Failure to do so may invalidate your insurance cover and prevent a claim from being paid to you.

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, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies. For investments this will typically start when funds are invested and for pure protection 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.

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) or handle cash.

Communicating with you

We may communicate with you by telephone, post, video calls, emails and secure messages through our client portal. In certain circumstances, we may ask you to confirm any instructions verbally or in writing prior to implementation. All of our communication with you will be in English. All calls are recorded. Copies of our telephone recordings will be available for a period of 5 years after the recording took place.

Documentation

We will endeavour to make arrangements for all your investments to be registered in your business 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.

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 clients 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.

Complaints

If you wish to register a complaint, please write to Herbert & Webster Ltd, John Eccles House, Robert Robinson Avenue, Oxford, OX4 4GP, Telephone **01865 407755** or e-mail info@herbertandwebster.co.uk.

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 financial-ombudsman.org.uk or by contacting them on **0800 023 4567**.

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.

Once completed, the verification will leave a soft print on your credit file.

Best Execution

In transmitting investment applications on your behalf of your business to third parties, we will take all reasonable steps to ensure that we obtain the best possible results for you. This is referred as 'best execution'.

Legal and Accounting Advice

Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a Solicitor or Accountant for any point of law or accountancy that may arise during the course of discussions with us.

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.

Force Majeure

Herbert & Webster Ltd 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.

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. For any transactions effected before termination a due proportion of any period charges for services shall be settled to that date.

Legal Structure

The firm is registered as a limited company at Companies House (7252045)

Company Name: Herbert & Webster Ltd

Directors: Adam Herbert
Marina Gabas

Shareholders: Adam Herbert
Marina Gabas

Registered Address:

Herbert & Webster Ltd
John Eccles House
Robert Robinson Avenue
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