TERMS AND CONDITIONS

Castlefield Investment Partners LLP

CASTLEFIELD

THE THOUGHTFUL INVESTOR

CONTENTS

WELCOME TO CASTLEFIELD INVESTMENT PARTNERS LLP (CIP)... 4

SECTION A - GENERAL TERMS 6

Introduction 6
Key information at a glance 7
About Castlefield 7
Our communication methods and standards 8
Protecting Yourself from Fraud 9
Clients who may require additional support 10
Accepting instructions from you 10
Recording our communications with you 10
Your responsibilities as our client 10
Information about you 11
Bringing our relationship to an end 11
How to deal with any issues with the quality of our service 12
Additional peace of mind 12
Consumer Duty 13
Data protection and confidentiality 14
How and why we'll ask to verify your identity 14
Politically Exposed Persons (PEPs) 15
Citizens of the United States of America 15
How we'll act following the death of a client 15
How we deal with a Power of Attorney (POA) 15
Instructions given to us by third parties (other than under a POA) 16
The nature of investment risks 16
Where you hold offshore investments 17
Things to be aware of concerning your personal tax position 17
Legal and accountancy advice 18
Client Money 18
Paying for our services 18
The basis of the valuation of your investments 19
The concept of Best Execution 19
Your rights to cancel 19
Possible conflicts of interest 19
Benefits we may receive from others 20
Amending these Terms 21
Assignment 21
Illegality 21
Limits on our liability to you and indemnities you give to us 22
General 23
Providing your consent to these Terms 23

SECTION B - DISCRETIONARY INVESTMENT MANAGEMENT SERVICES 24

Our range of discretionary investment management services 24
The Personal Portfolio Service – In Summary 25
The Personal Portfolio Service offers you: 26
The Personal Portfolio Service – In more detail 28
The AIM Personal Portfolio Service (APS) 29
Additional information relating to Discretionary Investment Management Services 31
Model Portfolio Service 36

SECTION C – DEALING ONLY SERVICE 42

The Self-Select Service – In Summary 42

SECTION D - FINANCIAL PLANNING SERVICES 47

About the services we offer 48
Our recommendations 48
The scope of our advice - Restricted advice 49
Our advice process 50
The cost of our services 52
Ongoing Financial planning Service Valuations and Fees 53

How we Charge Fees for our Financial Planning Services 54
Fees for our Initial Financial planning Service 55
Charges for ongoing financial planning services 58
Other Charges 61
Protection 62
Paying for our Services 62

SECTION E - CONSULTANCY CHARGING SERVICE 64
The Scope of Our Advice 64
About the Services we Offer 65
Our Services 65
The Cost of Our Services 66
Charges for Ongoing Services 67
Other Charges 68
Protection 69
Paying for Our Services 69
Providing Information About Your Circumstances 69
Treatment of Information or Data Relating to You as Employer and Your Employees: 70

SECTION F - INDIVIDUAL SAVINGS ACCOUNTS (ISAS) 74
Introduction 74
Commencement 75
Your right to cancel 75
ISA Subscriptions 75
Flexible ISA 76
General eligibility provisions for ISAs 77
Qualifying Investments 78
Management of Your ISA investments 79
Your Money 79
Custody of Your ISA investments 79
Regular Statements 80
Transferring your ISA to Castlefield 80
Termination or Transfers to another ISA Manager 80
Termination/Withdrawal 80
Transfer to another ISA Manager 81
In the Event of Your Death 81
Additional Permitted Subscriptions (APS) 82
Fees and Charges 83
ISA Regulations 83
Data Protection 83
Tax 84
Amendments 84

SECTION G - GLOSSARY 85

APPENDIX 1 – PERSHING SECURITIES LIMITED TERMS OF BUSINESS 93
Annex 1 112
Annex 2 114
Annex 3 115
Additional Clauses 117

APPENDIX 2 - FEES FOR OUR DISCRETIONARY INVESTMENT MANAGEMENT SERVICES AND DEALING ONLY SERVICE 119
Schedule of Castlefield's charges - Personal Portfolio Service 120
Schedule of Castlefield's charges - AIM Personal Portfolio Service 129
Schedule of Castlefield's charges - Model Portfolio Service 133
Self-Select-Service 135
Schedule of Pershing's charges 137

APPENDIX 3 - TYPES OF INVESTMENT & RISKS 142
Types of Investment 142
Risks 142
Money market and related investments 143
Unit Trusts or Other Regulated/Unregulated Collective Investment Schemes 143
Structured products 143
Complex Vs Non-Complex Investments 145
Permitted Investments or Transactions 146
Acting Without Your Specific Consent 146
Non-Permitted Investments 147

WELCOME TO CASTLEFIELD INVESTMENT PARTNERS LLP (CIP)

This document sets out the **Terms** and Conditions (the "**Terms**") which apply to the services we offer to **Retail Clients**. We've tried to help you readily identify the **Terms** which are relevant to you.

For ease of reference, we've divided this document into the following sections:

SECTION A

The **Terms** set out in this section are the general **terms** which apply to all of our **Retail Clients** who in turn take advantage of any of our Personal Portfolio Service, Model Portfolio Service, Self-Select Service or Financial Planning Service. This section covers the establishment of our relationship with you, how it can be varied from time to time and how we'll communicate with each other. It also provides an overview of our services, information about third parties and finally, explains how either of us can bring our relationship to an end.

SECTION B

The **Terms** set out in this section cover those applying to our Personal Portfolio Service and Model Portfolio Service. These **Terms** will apply if you opt to take advantage of one of these services.

For the Personal Portfolio Service please also refer to:
Appendix 1 – Pershing Securities Limited Terms and Conditions
Appendix 2 – Charges for our Discretionary Investment Management Services and our Dealing Only Service
Appendix 3 – Investment and Risk

For the Model Portfolio Service please also refer to:
Appendix 2 – Charges for our Discretionary Investment Management Service and our Dealing Only Service
Appendix 3 – Investment and Risk

SECTION C

The **Terms** set out in this section cover the Self-Select Service. These **Terms** will apply if you opt to take advantage of this service. Please also refer to:
Appendix 1 – Pershing Securities Limited Terms and Conditions
Appendix 2 – Charges for our Discretionary Investment Management Services and our Dealing Only Service
Appendix 3 – Investment and Risk

SECTION D

The **Terms** set out in this section cover those applying to our Financial Planning Service. These **Terms**, including the fees and charges detailed in this section, will apply if you opt to take advantage of this service.

SECTION E

The **Terms** set out in this section cover those applying to our Consultancy Charging Service. These **Terms**, including the fees and charges, will apply if you opt to take advantage of this service.

SECTION F

The **Terms** set out in this section cover those applying if you take advantage of an ISA, where CIP is the **ISA Manager**, in conjunction with one of our other services. Please also refer to:
Appendix 1 – Pershing Securities Limited Terms and Conditions
Appendix 2 – Charges for our Discretionary Investment Management Services and our Dealing Only Service
Appendix 3 – Investment and Risk

SECTION G

This section provides a glossary of terms and phrases, to help you to understand their meaning and usage within the overall document. Where a word appears in **bold** in the body of the document, you'll know that we've defined it in this glossary section.

SECTION A - GENERAL TERMS

INTRODUCTION

These **Terms** apply to our **Retail Clients**. In this section we provide information about the services we offer, the charges for those services and how we'll engage with you whilst providing those services. Before agreeing to these **Terms**, please take the time to read them thoroughly, consider their implications and ask us about anything you don't understand. We're always happy to explain anything you don't fully understand.

To the extent that we're not required by our regulator, the Financial Conduct Authority (FCA), to obtain a signature from you before providing our service to you, these **Terms** will take effect as soon as we start to provide that service and will remain in place until it's cancelled or replaced with an updated set of **Terms**. Sometimes, before we can begin to provide one of our services to you (for example, our Personal Portfolio Service) we'll need your specific consent in advance. In such cases we'll ask you to sign a form or otherwise indicate your consent to the relevant **Terms** for that service before we begin providing it to you.

There may be times when, in order to allow us to provide our agreed service to you, we need you to enter into an agreement with a third-party firm to provide an aspect of that service direct to you or via us. An example would be if you decide to use our Personal Portfolio Service, where **Pershing Securities Limited** will provide the necessary custody and administration service to you. We may act as your agent in entering into such an agreement and you agree that we may do so.

KEY INFORMATION AT A GLANCE

- Our Services: Financial planning (via our Financial Planning Service), discretionary investment management (via our Personal Portfolio Service or Model Portfolio Service) and a dealing only service (via our Self-Select Service)
- Fees: We aim for these to be transparent and agreed in advance
- Your Classification: Unless we inform you otherwise, for investment business we'll treat you as a **Retail Client** and for general insurance business we'll classify you as a **Consumer**. This could be despite the fact that we may be entitled to treat you as a Professional Client or Eligible Counterparty, under the appropriate FCA definition. You may also request a different classification, to which we must agree, if appropriate. In general, we've chosen to offer you the maximum protection available under FCA rules. However, if you're not entitled to be classified as a **Retail Client**, as defined by the FCA, you may not necessarily have equivalent rights under the Financial Ombudsman Service or the Financial Services Compensation Scheme. This is because such rights are not a function of how we choose to classify you but are determined under FCA rules by certain criteria, such as the extent of your assets, structure and other qualifying criteria

Contact Details:

  - Phone: 0161 233 4890
  - Email: info@castlefield.com
  - Address: The Hive, 51 Lever Street, Manchester, M1 1FN
  - Web: www.castlefield.com
- Regulated By: The Financial Conduct Authority (FCA), Firm registration number 432488

If you require this document in a different format or language, please let us know and we'll be pleased to make arrangements to assist you. For more detailed information about our services and processes, please refer to the sections below.

ABOUT CASTLEFIELD

Castlefield is a trading name of Castlefield Investment Partners LLP (CIP) and is a registered trademark owned by Castlefield Partners Limited. CIP is registered in England and Wales (Company No. OC302833). CIP is authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. Our firm reference number is 432488. You can verify this by visiting the FCA's website at https://register.fca.org.uk/ or by contacting the FCA at 0800 111 6768.

Our permitted business is advising on and arranging pensions, savings and investment products, insurance contracts and managing investments, including discretionary investment management services.

Castlefield - The Thoughtful Investor®

We're Castlefield, an award-winning, employee-owned investment management and financial planning business with a reputation for being at the forefront of ethical investing.

Purpose: Gather assets to do good.

Castlefield exists to help clients and colleagues to achieve their personal goals, whilst promoting and supporting the welfare of the widest community of stakeholders. Our Thoughtful Investor® Approach isn't just a product line or optional approach - it's integral to everything that we do.

What we do:

We offer values-based investment from the perspective of being a values-based organisation. Alongside our Thoughtful Investor® Approach, we operate Castlefield with our own corporate sustainability very much in mind – we expect the same high governance standards as our investee firms.

OUR COMMUNICATION METHODS AND STANDARDS

Our primary method of communication will be via Secure Portals maintained by us. This is to help protect your personal data and to reduce risks associated with unsecure communications methods.

We may also communicate using:

- Email
- Phone
- Face to face or MS Teams meetings
- Post (only in circumstances where we've agreed to use this method with you in advance)

Please note that a personal email address is required to enable us to administer your account efficiently and keep you informed of important updates. You should ensure that you can access and check this email account regularly.

Where we provide correspondence through our **Secure Portal**, the documents will be stored securely within the portal itself. Should you wish to have a local copy of your correspondence you'll need to download the correspondence from the portal to your own computer. To help with resolving possible disputes as quickly and amicably as possible, we require you to give us instructions in writing, via our **Secure Portal** or via email, if you're happy with the inherent vulnerability of this latter communication method. Our preferred method is via our **Secure Portal** as it's secure and efficient. If you're unable to communicate with us via a **Secure Portal** , please contact us to discuss if there's an alternative. Our communications will be in English.

From time to time we may wish to contact you to offer additional products or services which may be of interest to you. At our discretion and unless we hear from you to the contrary, we may telephone you from time to time between the hours of 9 am to 9 pm without your further prior consent to such contact. We'll always accept your request not to continue a particular discussion. We won't visit you without your prior approval.

PROTECTING YOURSELF FROM FRAUD

Please remain alert to the risk of fraud and financial scams. Fraudsters may impersonate trusted organisations, including financial services firms, banks and regulators, using convincing emails, telephone calls, text messages or websites.

Castlefield will never ask you to transfer money to a different account for safekeeping, disclose passwords or security codes, or to make payments directly to a Castlefield bank account. If you receive a communication that seems unusual or suspicious, do not respond, click links or open attachments. Report any suspicious activity to your usual Castlefield representative as soon as possible and contact us using details you already know to be genuine.

If you believe you may have been targeted by fraud, you can obtain information and report concerns to Action Fraud, the UK's national fraud and cyber crime reporting centre, via https://www.actionfraud.police.uk or by telephone on 0300 123 2040. Action Fraud is the UK's national reporting centre for fraud and cyber crime.

Your security is important to us. If in doubt, please pause and contact your usual Castlefield representative before taking any action.

CLIENTS WHO MAY REQUIRE ADDITIONAL SUPPORT

Although vulnerability can come in many forms, we believe it's important that our clients are dealt with appropriately, fairly and consistently. We're committed to ensuring that we treat any client as an individual. We aim to do this by being:

- Flexible in our approach to client communications whilst seeking to maintain effective and secure communications
- Provide nominated contacts
- Extend meeting times if additional support is needed
- Empathetic to any specific needs or concerns they have

We have a designated 'Client Vulnerability Champion' who completes additional training and acts as the first point of reference for their colleagues in the instance of identifying a client in vulnerable circumstances. Further information is available in our client vulnerability policy on our website.

ACCEPTING INSTRUCTIONS FROM YOU

Instructions which have the intention of prompting us to undertake any action on your behalf should be made in accordance with the methods outlined above. However, we may accept your instructions by any means when we believe, in our absolute discretion, that these instructions originated from you or from someone acting with your authority. You accept that we shall not be liable to you for any delay in responding to these instructions and you agree to indemnify us for any losses we incur as a result of reliance on such instructions.

RECORDING OUR COMMUNICATIONS WITH YOU

To make sure we carry out your instructions accurately, to help us continually to improve our service and in the interests of security, we'll record and monitor your electronic and telephone communications or conversations with us. Recordings may take place without the use of a warning message and we'll hold these records for as long as is necessary for the purpose for which we collected them and for as long as we're allowed to for legitimate business purposes.

YOUR RESPONSIBILITIES AS OUR CLIENT

To make sure that any advice we give you and/or that our management of your portfolio is suitable for your circumstances, it's important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. If the information you provide is inaccurate or out of date or if you limit the information provided this could affect the suitability of the service we provide.

Where we're providing discretionary investment management services to trustees we'll act in compliance with any investment policy statement supplied to us which provides guidance on how the management functions of the trust should be exercised. In such cases, where an investment policy statement is revised or replaced it's important that you provide us with an up to date version as soon as possible.

If your account(s) is held jointly with another person or persons, then you and any such other person(s) shall have joint and several liability to us. This means if a joint account has money owing, we may recover the full amount from either account holder.

INFORMATION ABOUT YOU

It's important that you provide us with up to date, complete and accurate information about you and your circumstances as we rely on this information to provide our services to you. We will not be responsible if we take actions based on inaccurate or incomplete information provided by you.

We ask for your cooperation in the following areas:

- Accurate information: Provide us with information as we reasonably request. Please, inform us promptly of any changes to your circumstances, objectives, ability to bear losses or risk tolerance. For example, if your financial situation changes, such as you receiving an inheritance or you experience loss of employment, please notify us immediately so that we can reassess your investment strategy. If you wish to update your beneficiary information or risk tolerance, please provide written instructions
- Communication preferences: Specify your preferred method of contact (e.g., email, phone) and advise if your contact details should change. You accept that by their nature, sometimes there are delays or in some cases an interception when using electronic communications. In choosing to use electronic communications, you accept these risks. We reserve the right to request a written signature in paper form from you for any instruction
- Documentation: Keep personal records of all communications and agreements with us for your own reference

BRINGING OUR RELATIONSHIP TO AN END

This **Agreement** may be terminated at any time:

- By You: With immediate effect upon our receipt from you of written notice
- By Us: With at least 30 calendar days' written notice from us to you

Continuing obligations, after you've given us written notice

- Fees for services we've provided to you up to the termination date will remain payable
- Refunds for prepaid services will be issued on a pro-rata basis
- For portfolios where we provide discretionary investment management, investments will remain in place unless you instruct us otherwise. Fees will continue to be deducted until assets are fully transferred
- On termination we may retain and/or realise any of your assets as may be required to settle the transactions already initiated, and to pay any outstanding liabilities of yours, including our fees
- Transactions already initiated will be completed, unless otherwise agreed in writing
- Upon termination, you may no longer access the **Secure Portal**. We recommend downloading important documents beforehand

HOW TO DEAL WITH ANY ISSUES WITH THE QUALITY OF OUR SERVICE

- If you're unhappy with our advice or the management of your portfolio or any aspect of our services, we encourage you to contact us as soon as possible. We'll do our best to resolve your concerns. You may contact us using one of the following methods:
    - Telephone: 0161 233 4890
    - Email: compliance@castlefield.com
    - In writing: CEO, Castlefield Investment Partners LLP, The Hive, 51 Lever Street, Manchester, M1 1FN
- We have a complaints procedure available on our website. Where you're, in effect, making a complaint we'll do our best to resolve your complaint as quickly as possible but, in any event, we' will acknowledge receipt of your complaint and deal with it in accordance with our complaints' procedure
- If you do have a complaint and you're not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services businesses and their clients. Full details are available at http://www.financial-ombudsman.org.uk/ or by calling 0800 023 4567
- Making a complaint will not adversely affect the way we deal with you or the services we provide.

ADDITIONAL PEACE OF MIND

- The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for clients of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business

- You may be able to claim compensation from the FSCS if we can't meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:
    - Investments – eligible claims related to most types of investment business are covered for up to 100% of a claim up to a maximum of £85,000 per person, per firm, if the investment firm failed after 1 April 2019
    - Cash deposits – such as current and savings accounts are covered up to £120,000 per account. Joint accounts are also eligible for FSCS protection up to the same limit of £120,000 per eligible person. If you have an individual account and a joint account within the same banking group, the FSCS £120,000 compensation limit will apply across these accounts, not to each separate account.
    - Long term insurance - such as pension annuities, life insurance, permanent health insurance) are covered for up to 100% of the claim if the firm failed on or after 3 July 2015. If before, claims are 90% protected.
- Further information is available from the FSCS at http://www.fscs.org.uk/ or by calling 0800 678 1100

CONSUMER DUTY

We are required by the FCA's Consumer Duty rules to act to deliver good outcomes for retail clients. This includes designing services that represent fair value, communicating information clearly, supporting clients throughout their relationship with us and regularly reviewing whether our services continue to meet the needs of the clients they are designed for.

In respect of our obligations under the FCA's **Consumer Duty**, we'll act as the **Manufacturer** of certain service(s) provided to you. This means that we must have procedures in place to enable us to comply with our regulatory obligations in carrying out this specific role. For example, we've made available to **Distributors** of the products and services we manufacture, all of the relevant information about the service they need to know in order to allow them to document the characteristics of the service and explain it fully to you. They in turn will aim to ensure that the service is suitable for you and that you fall within the relevant **target market**. A **Target Market Assessment** (TMA) should be carried out by any **Distributor** of the service, to pre-define the types of client it is predominantly designed for.

We in turn, as the **Manufacturer**, will request and collate information from a **Distributor** from time to time to enable us to determine if the service has been distributed to any clients whose needs, characteristics and objectives are not compatible with those of the **Target Market**. In this way, both we, when acting as **Manufacturer** and any separate **Distributor** will aim to make sure that the service we provide to you is and always remains appropriate to your needs and objectives.

DATA PROTECTION AND CONFIDENTIALITY

We process personal data in accordance with UK GDPR and the Data Protection Act 2018. We are a data controller in respect of your personal data. This means that we have responsibility for the data that we collect and we must exercise control over its processing in the course of our work. Where clients provide us with information about another individual they must obtain their consent prior to providing the information to us.

Key principles include:

- Purpose: Your data is used solely to deliver our services and meet our regulatory obligations
- Storage: Information is securely stored and retained for as long as necessary for compliance and operational needs
- Consent: We require your explicit consent to use your data for marketing purposes. You can withdraw consent at any time by contacting us

To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use personal information to deliver our services, or for legal, regulatory or insurance purposes related to our services. For further details on how we process personal data, please refer to our Privacy Notice on our website.

HOW AND WHY WE'LL ASK TO VERIFY YOUR IDENTITY

We're obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We'll verify your identity before entering into any business relationship with you. To do this 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. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

This information may be used by other service providers in assessing applications for credit by you and members of your household and for occasional debt tracing and fraud prevention purposes. This is an anti-money laundering measure to protect genuine investors and businesses from fraud or scams.

POLITICALLY EXPOSED PERSONS (PEPS)

PEPs are individuals who are or have been (within the last 12 months) entrusted with prominent public functions. For example, heads of state, heads of government, ministers or deputy ministers, members of parliament or of similar legislative bodies, members of the governing bodies of political parties, members of supreme courts or other bodies not subject to appeal, members of courts of auditors or board of central banks, ambassadors, charges d'affaires or high-ranking officers in the armed forces, members of the administrative, management or supervisory bodies of state-owned enterprises, members of the boards of management of international organisation. This definition also extends to the immediate family of such persons or known close associates of such persons within the last 12 months. Further information for PEPs can be found at: www.gov.uk

Please let us know if this status applies to you or to a close family member.

CITIZENS OF THE UNITED STATES OF AMERICA

Please inform us if you, or anyone else in your immediate family, is a US citizen, the holder of a US passport, Green Card or US bank account or have resided in or owned property in the US. A false statement or misrepresentation of tax status by a U.S. person could lead to penalties under U.S. law.

If your tax status changes or you become a U.S. citizen or a resident, you must notify us within 30 days.

HOW WE'LL ACT FOLLOWING THE DEATH OF A CLIENT

Upon receipt of notification of your death (in the form of a correctly certified copy of a death certificate) your account(s) will be suspended and we will then only settle any outstanding investment transactions. Unless we agree otherwise in exceptional circumstances, we'll cease any active management of your account(s) and will not accept any instructions until we've received a certified copy of the grant of probate, or equivalent.

HOW WE DEAL WITH A POWER OF ATTORNEY (POA)

We'll only accept a POA (as an original or a correctly certified copy of an original document) which has been stamped as registered with the Office of the Public Guardian. This may be in the form of an online summary of the Lasting Power of Attorney.

Where a POA has been granted over your account, we'll administer the account in accordance with your attorney's instructions until such time as the POA is revoked, or until the time of your death.

INSTRUCTIONS GIVEN TO US BY THIRD PARTIES (OTHER THAN UNDER A POA)

If you wish to authorise anyone else (e.g. a third party) to give instructions on your behalf, please complete the relevant section of the **Client Information Form** and make sure the third party concerned provides us with a specimen signature. Unless you specify otherwise, we may accept any instruction of whatever nature that we believe, in good faith, to be from any third party authorised by you to act on your behalf, whether in writing, by telephone, e-mail or otherwise. We may accept any instruction regarding the administration of your investments, for example, transferring funds to a bank account bearing the same name as your account with us, which we believe, in good faith, to be from any third party authorised by you to act on your behalf. However, we do require that any instruction involving the administration of your investments always be in accordance with the above procedure. Should your authority be altered, suspended or revoked, you should notify us immediately. You accept that if you fail to do so we shall not be liable for any loss you may incur.

THE NATURE OF INVESTMENT RISKS

Investments carry inherent risks. There are many forms of investment risk. Whilst we aim to mitigate some forms of risk, some will always remain necessary in order to generate appropriate investment returns. In particular, it's important to understand:

- Market Volatility: The value of investments can fluctuate, sometimes violently
- **Complex** Products: Additional **Appropriateness** assessments may be required for certain products
- Liquidity Risks: Some investments may not be easily sold or converted to cash

We'll provide guidance on these risks during our discussions with you. Please refer to the *Risk and Reward* document and *Appendix 3: Types of Investment & Risk* for further details.

The value of investments may go down as well as up and you may not get back the amount you originally invested. Past performance is not necessarily a guide to future performance. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. We'll notify you separately of any specific risk factors that apply to the service we provide for you or to any investments which we recommend.

WHERE YOU HOLD OFFSHORE INVESTMENTS

If you're 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. HM Revenue & Customs (HMRC) is able to collate significant information to check whether the correct amount of tax has been paid, due to the existence of agreements to increase global tax transparency. 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. Further information is available from HMRC on their website.

THINGS TO BE AWARE OF CONCERNING YOUR PERSONAL TAX POSITION

Capital Gains Tax

By managing a portfolio of investments for you, or by recommending the sale of certain assets to you, you may generate a liability to Capital Gains Tax. This will result if the realised gains on the investments or assets exceed the amount of any Capital Gains Tax allowance to which you may be entitled in any one tax year and you are liable to pay such tax. The extent of any such liability will depend on a number of factors, including the number and size of individual transactions we carry out for you and the size of your personal Capital Gains Tax allowance. We'll try to provide you with an indication of this liability based on the information we know about you and your investments; this indication isn't guaranteed and shouldn't be treated as such. You should remember to take account of any resulting gains when preparing your HMRC self-assessment form. It's very important that you provide us with the full cost history of any holdings you transfer into an account which you then ask us to manage. We'll assume that the costs and dates of acquisition you provide, or which you have asked another firm to provide, are accurate and can be relied upon. In any event, we recommend that you seek advice if you are unsure of the taxation consequences of your chosen service.

Income Tax

Income collected on the investments held on your behalf will be dealt with in accordance with the terms and conditions of the providers you use or in line with our prior agreement with you. This income may be received gross or it may be considered to have been received net of basic rate income tax. If you are a higher rate taxpayer there will be an additional liability to tax, which you should bear in mind in preparing your HMRC self-assessment form. Again, we recommend that you seek appropriate advice.

Whilst it will never be our intention to place you in the position of being responsible for paying an unexpected Capital Gains Tax or Income Tax bill and we'll use our reasonable endeavours to make sure that this outcome is avoided, we cannot accept liability for the tax consequences of actions undertaken on accounts we manage.

We also do not accept any liability for the tax consequences of actions undertaken on accounts we advise on.

LEGAL AND ACCOUNTANCY ADVICE

We're not qualified to provide legal or accountancy advice nor to prepare any legal or accountancy documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant.

CLIENT MONEY

We don't handle **Client Money**. This means that we never accept a bank transfer into an account in our name (unless it only relates to a payment in settlement of our charges or disbursements, for which we have sent you an invoice). We also never handle physical cash. Any money you invest with or through us will always be paid direct into an account of a firm holding the appropriate permissions from the FCA. That would typically be an account with a custodian bank we have nominated for the purpose.

PAYING FOR OUR SERVICES

By agreeing to these **Terms**, you're agreeing to pay the charges for the particular service or services you've asked us to provide to you. Some charges may be subject to VAT at the standard rate. Fees and charges are fully detailed in Appendix 2 (Fees for our Discretionary Investment Management Services and Dealing Only Service) or in Section D (Financial Planning Service).

The charges payable by you for the services we'll provide and any taxes we'll pay on your behalf will typically be deducted from the assets and money you hold with a third-party investment platform or custody provider (such as Pershing Securities Limited). You agree that we'll have the right to settle our charges in this way, In circumstances where you've previously requested to pay our charges directly via bank transfer and we've agreed to this alternative basis of payment, we'll still have the right, at our discretion, to deduct them from your assets and money as described above, particularly in circumstances where our fees have become overdue for payment. If we have to do this, it may involve us selecting a particular investment or investments to sell to realise sufficient cash to cover the outstanding charges. This will not otherwise affect the extent of our day-to-day discretion over your account, which will remain as set out elsewhere in these **Terms**.

THE BASIS OF THE VALUATION OF YOUR INVESTMENTS

Where we provide you with an estimate of the value of your various assets or investments, as part of our service to you, we'll do this in good faith, to assist you with monitoring your assets. The valuations will be derived from various sources we consider to be reliable – typically provided by product providers themselves, at our request – but we can't be held responsible for the accuracy or completeness of information provided by third parties.

THE CONCEPT OF BEST EXECUTION

When carrying out transactions or orders on your behalf, in relation to investments it's necessary to buy and sell, we'll take all sufficient steps to achieve what's called *best execution* of your orders. This means that we have policies and procedures in place which are designed to obtain the best possible execution result, subject to and taking into account various (sometimes conflicting) factors.

We may combine your instructions with those of other clients. At times this may work to your advantage and at other times to your disadvantage. By agreeing to these **Terms** you are also consenting to our execution policy.

Please let us know if you'd like to see a copy of our *Order Execution Policy*.

YOUR RIGHTS TO CANCEL

Most policies and investments benefit from Cancellation Rights i.e., you may cancel a recently purchased policy if you change your mind within a certain time period, without suffering financial detriment. Please note that the terms vary from policy to policy and some transactions may not have any Cancellation Rights attached.

Cancellation or 'cooling off' rights don't apply to our discretionary investment management services. This means that once you've agreed to these **Terms**, you won't have any time frame in which to change your mind. Of course, you'll still be able to terminate the particular discretionary investment management service in line with your general right to end our relationship, as detailed previously.

POSSIBLE CONFLICTS OF INTEREST

In providing our service to you we, or any associated company (associates) or nominees, or some other person or company connected with us, may provide services or enter into transactions under these **Terms** in circumstances in which any of these parties could have a material interest. The interest could be direct or indirect and we or our associates could also have a relationship with someone else, which may involve a potential conflict of interest or actual conflict of interest with you. Although we'll always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being carried out for you.

Factors that may give rise to a conflict include but are not limited to, situations where we as a business or one of our employees:

- are sponsoring or underwriting a new issue in which you are investing
- are receiving payments or other benefits for giving business to the firm through which your order is transacted. Details of such payments are always available on request and in any event governed by relevant FCA Rules
- are matching your transaction with that of another client for whom we are also acting
- are acting as an **Investment Manager** to a **Collective Investment Scheme** which we are also selecting for inclusion in a portfolio model used by you
- has an interest in the outcome of a service provided to a client which is different from the client's interest in that outcome
- has a financial or other incentive to favour the interest of one client or group of clients over the interest of another
- is likely to make an inappropriate financial gain or avoid financial loss at the expense of a client

However, to ensure that no conflict of interest actually arises we require our employees to disregard any of these factors when acting for you and to disclose any relevant material interest of which they're aware, unless the transaction is a reasonable one and clearly in your best interests.

We've established policies to manage conflicts of interest. For more details, please see our *Conflicts of Interest Policy* on our website.

BENEFITS WE MAY RECEIVE FROM OTHERS

Under the rules of our regulator, the FCA, we can't accept payments or benefits from other firms (for example, from product providers) unless they're designed to enhance the quality of service we provide to our clients and it doesn't conflict with our duty to act in our clients' best interests.

From time to time we may attend training events funded and /or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and to enhance the quality of service we provide to our clients. As such, this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

AMENDING THESE TERMS

These **Terms** are governed by English law and subject to the exclusive jurisdiction of the English courts. The Contracts (Rights of Third Parties) Act 1999 does not apply to this **Agreement.**

We reserve the right to alter these **Terms** at any time. Where the alteration is assessed by us to have an immaterial impact on you or on the service provided, for example, if the amendment is simply to make it easier for you to understand our service, we'll publish the amended **Terms** on our website. For all other changes, we'll inform you of the amendment via email, if you have provided an email address, or via a **Secure Portal** you have access to. The amended **Terms** will only come into effect 30 calendar days from the date of publication on our website or from the date the notification was issued, whichever situation applies. You'll be deemed to have consented to any alteration to these **Terms** if we don't receive notification to the contrary from you in writing within the 30 calendar days' notice period. If any Term is deemed to be inconsistent with FCA Rules or any other regulatory requirement, we'll apply the Term in such a way as to be compliant with the relevant rule and will amend the relevant Term to take account of the requirement at the time we next update our **Terms**.

For any additional information, please contact us.

ASSIGNMENT

These **Terms** and the contract created are personal to you and you may not transfer your obligations to anyone else. We may assign this contract to any person connected with us or to any successor company, by giving written notice to you to that effect.

ILLEGALITY

If any provision or individual element of these **Terms** or any part of it shall become or be declared illegal, invalid, or unenforceable for any reason whatsoever, such element, provision or part shall be divisible from this contract and shall be deemed to be deleted from this contract.

LIMITS ON OUR LIABILITY TO YOU AND INDEMNITIES YOU GIVE TO US

Our liability (and where relevant that of our directors, employees or agents) to you for any loss or damage which you suffer in connection with these **Terms** shall be limited to circumstances where any such loss or damage has arisen directly as a result of our negligence, fraud or wilful default or by reason of a breach of FCA Rules by us (or where relevant, by our directors, employees or agents) and then only for any losses which arise naturally from a breach by us of our obligations and which were reasonably foreseeable to us at the time these **Terms** were entered into. In any event, we won't be liable to you for any indirect or consequential losses (howsoever arising). We also won't be liable for any loss that's a loss of profit or for any losses that arise from any damage to your business (where relevant) or reputation.

It's important that you understand that you're responsible for making sure that we don't suffer by reason of acting for you. You agree to make good and reimburse (indemnify) us and each of our directors and employees and agents ("Indemnified Persons"), after the deduction of any applicable taxes, for and against any liabilities, reasonable costs and expenses (including legal costs) and all duties and taxes which are caused by:

- Our provision of services to you
- Any material breach by you of any of these **Terms**
- Any default or failure by you to make a delivery of investments or payment when due or
- any challenge to the validity of, or requirement for proof of ownership, or in respect of any fraud or forgery in relation to any investments delivered to a custodian or platform provider by you or on your behalf, or in relation to any document of transfer regarding such investments. This will include any electronic instruction or information which appears to transfer such investments

We have no liability to you for failure to provide any of the services under these **Terms** if that failure is caused wholly or partly by events beyond our reasonable control. This includes (but is not limited to) any failure of communication, settlement, computer or accounting system or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, suspension or limitation of trading by any exchange or clearing house or any fire, pandemics, flood or other natural disaster. In any of these (or other similar) circumstances any or all of our obligations will be suspended until the state of affairs giving rise to the failure is remedied.

The provisions in this section will continue to apply even if we stop providing services to you. They apply in addition to any other right of indemnity or claim of any Indemnified Person whether or not under these **Terms** and they will not be affected by any failure by us or anyone else to enforce fully their contractual rights, whether as to payment, time, performance or otherwise.

GENERAL

Our obligations to you shall be limited to those set out in these **Terms**. In particular, we don't owe you any wider duties of a fiduciary nature. No third party shall be entitled to enforce these **Terms** in any circumstances. Any failure by us (whether continued or not) to insist upon strict compliance with any of these **Terms** shall not constitute nor be deemed to constitute a waiver by us of any of our rights or remedies. The rights and remedies conferred upon us shall be cumulative and the exercise or waiver of any part of them shall not preclude or inhibit the exercise by us of any other additional rights and remedies. These **Terms** shall be governed by English Law.

PROVIDING YOUR CONSENT TO THESE TERMS

By agreeing to these **Terms**, you consent to our processing of your data as outlined in our Privacy Notice, available on our website. Additional details on data sharing practices, including third-party service providers, are included in the notice.

You also confirm:

- You've read and understood the **Terms**
- You agree to the fees and risks outlined
- You acknowledge that the relevant **Terms** will come into effect as soon as the service is provide to you or as soon as you've provided your specific prior consent, depending on which service or services you wish to take advantage of and that the **Terms** will remain in force until amended by us or terminated
- If you're agreeing as a single investor or sub-set of individuals who in turn is/are acting on behalf of a larger body of individuals, which will collectively constitute our client (e.g. a group of trustees), those signing warrant that they have the express authority to agree to these **Terms** on behalf of all of the individuals concerned
- For discretionary investment management services, you agree to appoint Castlefield Investment Partners LLP (CIP) to manage investments covered by this **Agreement** on a discretionary basis i.e., to buy and sell investments and make other decisions without your prior approval
- This **Agreement** is governed and shall be interpreted in accordance with English law and all parties shall submit to the exclusive jurisdiction of the English Courts

SECTION B – DISCRETIONARY INVESTMENT MANAGEMENT SERVICES

This section of our **Terms** outlines our range of discretionary investment management services, where we will manage your investment portfolio without needing prior approval from you to carry out transactions.

OUR RANGE OF DISCRETIONARY INVESTMENT MANAGEMENT SERVICES

Please refer to the appropriate service brochure, available on the website.

In summary, we offer the following range of discretionary investment management services:

1. **The Personal Portfolio Service provides:**
   - Fully discretionary portfolio management tailored to your own investment objective and attitude to risk
   - Investments managed according to our Thoughtful Investor® approach, representing a firm stance in respect of ethical values and ongoing active stewardship
   - The option to add your own, additional ethical restrictions
2. **The AIM Personal Portfolio Service provides:**
   - A diversified portfolio of direct shareholdings, managed on a fully discretionary basis, in companies quoted on the Alternative Investment Market
   - Investments managed according to our Thoughtful Investor® approach, representing a firm stance in respect of ethical values and ongoing active stewardship
   - The opportunity to reduce Inheritance Tax (IHT) payable by your estate on death while maintaining access to capital and income during your lifetime
   - (Please note that this service is for well-informed, confident investors who can appreciate fully the investment risks as well as the potential tax benefits of the service. Alternatively, it may be accessed with the help of one of our **Financial Planners** or your own **Financial Adviser**)

3. **The Model Portfolio Service provides:**

- A portfolio of investments held by a third-party investment platform, matched to your own investment objective and attitude to risk
- Active management of your platform account via a link to a portfolio model of your choice, managed on a discretionary basis by us
- Access to one of our portfolio models via one of a number of selected third-party investment platforms
- (Please note that the Model Portfolio Service requires you to have access to separate financial advice, both initially and ongoing, to make sure that you access the right portfolio model for you. This advice can be provided by one of our **Financial Planners** or by your own **Financial Adviser**)

To take advantage of the Personal Portfolio Service or AIM Personal Portfolio Service we'll need to open a custody account with Pershing Securities Limited (PSL) for you. Although we'll act as your agent in establishing the account and in liaising as required with PSL day-to-day, you'll have a direct relationship with PSL and be responsible, via us, for some of their charges. These are set out in Appendix 1 (Pershing Securities Limited Terms of Business).

When you've agreed to our **Terms** and as a necessary consequence, we'll open an account for you with PSL and you'll then also become their client for the purposes of them providing various services to you. These include dealing in investments, investment administration and safe custody of your investments. We'll liaise with and instruct PSL on your behalf and act at all times in your best interests. We'll review their performance on an ongoing basis. We'll not be held liable for any default by PSL.

THE PERSONAL PORTFOLIO SERVICE – IN SUMMARY

At our discretion, we'll manage your portfolio in line with the risk profile and investment objective we've previously agreed with you. We'll aim to make sure that each investment decision we make results in a purchase or sale of an investment which is suitable for you and therefore in your best interests. We'll consider ourselves able to undertake transactions in a wide range of investments, as listed in *Appendix 3: Type of Investment and Risks* but always with your pre-agreed investment objective and risk profile in mind.

We'll provide you with confirmation of how your investments continue to meet your objectives and circumstances on at least an annual basis. We may ask you to review your investment objective and risk profile periodically and to advise us in writing of any material change in your circumstances and requirements.

In respect of this particular service, our responsibilities to you will be limited to the management of your portfolio as covered by this section of these **Terms**. We'll not offer any broader financial planning and/or tax planning services, for example advice on capital gains tax or inheritance tax and we won't accept any responsibility for your broader financial and tax planning arrangements or needs. It's recommended that you speak to one of our **Financial Planners** or to your own third-party **Financial Adviser** in relation to these areas. Please refer to the section of these **Terms** about our Financial Planning Services for more information.

Please be aware that the value of investments and the income they produce can fall, as well as rise and that you may not get back the full amount originally invested. The price of investments we invest in may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

Where your investments are held overseas, there may be different settlement, legal and regulatory requirements from those applying in the United Kingdom, together with different practices for the separate identification of clients and investments. We'll not borrow on your behalf, nor will we commit you to a contract that may need borrowing in order to achieve its performance. We'll not commit your monies to an obligation as an underwriter of any issue or offer for sale of securities.

THE PERSONAL PORTFOLIO SERVICE OFFERS YOU:

- Direct access to a **Client Manager** who'll agree your requirements at the outset, review them with you from time to time and keep you informed about the progress of your portfolio
- A portfolio designed to meet your investment objective and ethical requirements
- Access to our team of UK based, experienced **Investment Managers** via your **Client Manager**
- Constant oversight and decision-making applied to your portfolio with the aim of ensuring your portfolio remains on track to achieve your agreed investment objective, in the light of your chosen risk profile
- Independent safe custody of your investments provided by **Pershing Securities Limited**, part of Bank of New York Mellon (one of the world's largest custody banks)
- All of the information you should need to help you to complete your annual tax return. For example, details of any capital gains, dividends, interest and other income received and any tax deducted
- The peace of mind that comes from having your money managed by one of the UK's longest established ethical **Investment Managers** using our proprietary Thoughtful Investor® approach

If you're unclear whether our Personal Portfolio Service is suitable, you may also choose to consult one of our **Financial Planners** or a third-party **Financial Adviser** to help you to make the right choice.

If you choose to do this, their responsibilities in general will be:

- Ensuring compliance with anti-money laundering regulations
- Establishing your risk profile, ability to bear losses and investment objective
- Assessing the initial and ongoing suitability of the particular discretionary investment management service you opt for
- Keeping us, as your discretionary **Investment Manager**, informed of future changes to your circumstances

Our main responsibilities will then be restricted to:

- Selecting investments that align with your agreed risk profile and investment objective and providing ongoing management of them
- Regularly confirming the suitability of your portfolio to you, based on the information previously provided

If you opt not to ask for the help of one of our **Financial Planners** or that of a third-party **Financial Adviser**, you must independently assess whether our service suits your needs; both at the outset and on an ongoing basis. In this case, our responsibilities to you will be:

- Ensuring compliance with anti-money laundering regulations
- Establishing your risk profile, ability to bear losses and investment objective at the outset
- Checking with you regularly whether your circumstances have changed
- Selecting investments that align with your agreed risk profile and investment objective and providing ongoing management of them
- Regularly confirming the suitability of your portfolio to you, based on the information previously provided

THE PERSONAL PORTFOLIO SERVICE – IN MORE DETAIL

We'll manage for you, on a discretionary basis, the portfolio of cash and investments we receive from you. We'll need you to have provided us with details about the initial value and composition of your existing portfolio (if you have one), together with all relevant historical data, to establish book costs (e.g. for Capital Gains Tax (CGT) purposes, where appropriate). We shall have full authority at our discretion and without prior reference to you to enter into any kind of transaction or arrangements for your account relating to investments of the types listed in *Appendix 3: Types of Investment & Risks*, subject to any restrictions we agree with you it's appropriate and practical to apply. If we consider it's in your interests to enter into a transaction which potentially alters the overall risk profile of your portfolio significantly, we'll notify you before we enter into this transaction. We'll take all reasonable steps to ensure that the constituents of your portfolio remain suitable on a continuing basis, having regard to the facts you've disclosed to us. You should be aware that a refusal by you to provide information considered by us to be relevant may affect adversely the quality of the services which we can provide.

We'll agree with you the typical composition of your investment portfolio, in terms of its likely future allocation to various forms of investment assets. This will be dependent on the risk profile most suitable for you. Apart from during the initial period following our take-on of the management of an existing portfolio, when portfolio allocations may well vary considerably from any target percentages, we'll typically manage the portfolio in such a way as to ensure that the allocations do not vary beyond upper and lower limits. These limits are designed to apply in normal market conditions. You should bear in mind that during times of market volatility, when markets may rise or fall significantly over a brief period of time, or when assets are added to or withdrawn from your portfolio at your instigation, such limits may well be breached without any active intervention on our part as your manager. In these circumstances, we'll use our discretion to decide whether actively to increase or decrease the allocation to a particular asset or assets, in order to protect your overall interests in the light of our then current market views. Even in these circumstances, our intention will be to bring the portfolio back within more typical ranges as soon as we believe that it is within your interests to do so.

In exceptional circumstances and even though the service we're providing to you is discretionary investment management, if we agree that you may give us a one-off investment instruction (perhaps to purchase a holding in a specific share that you have personally assessed as attractive) and if we accept your instruction, we won't be responsible for assessing whether it's suitable for you and it will be treated by us as external to the investment portfolio we manage for you from the moment of purchase. Such transactions will only be undertaken on an **Execution Only** transaction basis. That means that you would be personally responsible for assessing the suitability of the purchase and for choosing the moment when it should be sold.

In such circumstances, we may recommend that you open a separate account and additionally take advantage of our Self-Select Service. See the appropriate section of these **Terms** for more details of this service.

THE AIM PERSONAL PORTFOLIO SERVICE (APS)

The AIM Personal Portfolio Service is a type of Personal Portfolio Service and therefore a discretionary investment management service that has been designed to enable you to pass on your wealth in a tax-efficient way, whilst taking a values-led approach to investing. The AIM Personal Portfolio Service invests in shares quoted on the London Stock Exchange's Alternative Investment Market (AIM). The AIM Personal Portfolio Service offers you the opportunity to reduce inheritance tax (IHT) payable by your estate on your death, while maintaining access to capital and income during your lifetime.

AIM was established in 1995 to allow smaller, growing companies to float their shares more easily and cost effectively than is the case for the main market. AIM investors seek to benefit from a breadth of investment opportunities, across a range of small and medium-sized growth companies.

Broadly speaking, Inheritance Tax (IHT) is currently charged on death at a rate of 40% of the value of taxable assets in excess of an individual's or couple's IHT allowance. The AIM Personal Portfolio Service will establish and actively manage a diversified portfolio of Business Property Relief (BPR) qualifying shares traded on the London Stock Exchange's Alternative Investment Market (AIM). The relief becomes available once the investment has been held for two years. BPR qualifying investments are subject to a reduced rate of IHT on death. Business Property Relief (BPR) was originally introduced by the Government to enable business owners to pass on their business intact to future generations, without the inheritor having to pay a large inheritance tax bill, which could jeopardise the future of the business if no immediate funds were available to pay the tax. It has evolved over time to cover a number of 'qualifying properties', including businesses themselves, land, buildings, plant or machinery used, plus unlisted shares, including certain AIM quoted shares. After two years, any asset that qualifies for BPR falls outside of the owner's or investor's 'estate' for inheritance tax purposes.

The reduced rate of IHT is only available if the investments have been held for a minimum of two years. After the two-year holding period the portfolio should be retained and provided it is still held at the date of death it will qualify for the reduced rate of IHT.

The AIM Personal Portfolio Service is ideally suited to an individual or couple who:

- Have potentially taxable assets on death worth at least £325,000 (for an individual) or £650,000 (for a couple)
- Have funds available now for investment of at least £50,000
- Are keen to minimise their potential inheritance tax liability as early as possible
- Want to keep control of their investment and have access to it if required
- Want their investment to be carefully managed by an experienced investment team

- Want a simple investment with no need to establish complicated trust arrangements or pay large legal fees, as with many other IHT planning techniques
- Have some experience of investment and are prepared to invest at least some of their wealth in shares that may go down in value as well as up, over a period of more than 5 years
- Want their **Investment Manager** to take account of their personal values

Risks

- Some AIM shares can have a more volatile share price and carry a higher risk than shares listed on the main market of the London Stock Exchange and so this service is not for everyone
- By their nature AIM shares tend to have a more volatile share price and carry a higher risk than shares listed on the main market of the London Stock Exchange. The value of your investment could fall as well as rise and you might not get back the full amount invested
- With this in mind, an investment in the AIM Personal Portfolio Service should only be made by those investors with financial security independent of any investment made and for those who can withstand greater losses
- Don't forget that past performance is not a reliable indicator of future results
- We cannot and do not guarantee that all investments made will qualify for the tax relief and exemptions
- Inheritance Tax and Capital Gains Tax rules may change in the future
- If qualifying AIM shares are disposed of prior to the expiry of the two-year period, this will cause them to be disqualified for 100% IHT relief
- The AIM Personal Portfolio Service is a discretionary investment management service and subject to our **Terms**, which you will need to read, understand and agree to
- If shares are disposed of above their original cost, this may lead to a separate liability to Capital Gains Tax
- The rationale for the AIM Personal Portfolio Service is largely dependent on current tax legislation, which may change in the future

ADDITIONAL INFORMATION RELATING TO DISCRETIONARY INVESTMENT MANAGEMENT SERVICES

The UK Stewardship Code

We're a signatory to the **UK Stewardship Code**. This means that we'll be guided by our published policy on shareholder engagement in managing your portfolio and in arranging to exercise any voting rights attaching to the investments held within your portfolio. Our statement and policies on stewardship and shareholder engagement are available on our website.

Voting Rights and Other Rights

By way of these **Terms**, you authorise us to exercise any rights (including, without limitation, voting rights) attached to investments held within your portfolio at our discretion. Where we exercise such rights at our discretion, we'll not seek your prior instructions before we exercise any relevant right on your behalf including, without limitation:

- exercising (or leaving unexercised) all conversion and subscription rights, privileges and options attaching to or in any way arising in connection with any of the investments within your portfolio
- proceeding on liquidations, take-overs, other offers or capital reorganisations, affecting any of the investments within your portfolio; and
- exercising any voting rights, including, without limitation, any rights in relation to any **Collective Investment Schemes** to which CIP acts as the appointed **Investment Manager** that have been registered in your own name

On your request, we'll arrange for you to receive, within a reasonable timeframe following their publication, a copy of the annual report and accounts issued by each UK quoted company held directly in your portfolio. You may request in writing, upon reasonable notice, to attend UK shareholders', securities holders' or unit holders' meetings and to exercise voting rights in respect of shares or units by way of proxy. This service will be subject to an administration charge, details of which can be requested from us. Otherwise, your votes will be dealt with in accordance with our voting guidelines, which you can view on our website.

We'll provide an annual disclosure of voting behaviour, an explanation of the most significant votes and reporting on the use of the services of proxy advisers. Our voting disclosures explain how we have cast votes in general meetings of companies in which we hold shares on behalf of our clients, except where insignificant due to the subject matter of the vote or the size of the holding in the company.

Research

Please note that, separate to our role as your discretionary **Investment Manager**, from time to time we may also publish research notes or other publications concerning investments. Before publishing a research recommendation we, **Pershing Securities Limited** (PSL) or an associated company may have acted upon it or used the information upon which it is based, provided that we could not reasonably expect any such action to have a significant effect on the price. Under FCA regulations there are strict requirements in place relating to the receipt of third-party investment research which sets out conditions that must be met for investment research not to be deemed an inducement. Third party investment research is not regarded as an inducement for an investment firm if it is paid for by the firm from its own resources. We may at our discretion and from time to time make available to you research and general information about the economic outlook, financial markets or other investment information which we reasonably believe to be reliable and accurate, but we cannot guarantee the accuracy or completeness of the research. Any such information will be generic in nature and will not constitute advice to you on the merits of a particular investment, nor will it be presented as suitable for you or based on a consideration of your circumstances.

Contract notes, Valuation Reports and Periodic Statements

We'll provide you with timely access to a contract note, after each transaction has been undertaken for you, if we're required to do so under FCA rules, or if you request that we do so in writing.

Clients taking advantage of our Personal Portfolio Services will automatically be provided with a **Valuation Report** at pre-determined intervals set with reference to FCA rules, or as separately agreed between us. This will include all the details that would otherwise have been on contract notes during the relevant period.

Performance measurement will be provided either as part of your **Valuation Report** or separately, in accordance with regulatory requirements and/or separate **Agreement** between us. Before an accurate performance evaluation can commence for a new client, an initial reorganisation period will be required, to allow for the reorganisation of an existing portfolio or the step-by-step investment of new money. Such a period will run for six months from the first valuation date after the commencement of these **Terms**.

Use of market data within reports

Certain reports and statements and other information provided by Castlefield may contain market data, pricing information, security reference information or other content licensed from third-party data providers. Such information is provided solely for your personal use in connection with your investments and your relationship with Castlefield. The intellectual property rights in such data remain the property of the relevant data providers and no intellectual property rights are transferred to you.

You must not redistribute, publish, commercialise, provide access to, or otherwise make such data available to any third party, except to your professional advisers where reasonably required for your personal affairs. You must not upload such data into other systems, applications or databases, use it to create separate analytics, datasets, products or services, or use it in a manner which competes with the services of the relevant data provider.

To the fullest extent permitted by law, the relevant third-party data providers shall have no liability to you in relation to the market data contained within any report or communication provided by Castlefield.

Individual Savings Accounts (ISAS)

There are additional ISA Terms & Conditions (**ISA Terms**) which relate to Individual Savings Accounts (ISAs). These appear by way of Section F in these **Terms** and relate to CIP's separate role as **ISA Manager**, where you wish to subscribe to or hold a Castlefield ISA. In order to subscribe to a Castlefield ISA or to transfer an existing ISA to us, you'll need to complete and sign a separate **ISA Application Form**, which contains additional provisions and a declaration. Upon signing the **ISA Application Form** you'll agree to the provisions specifically contained within it, plus the provisions contained in Section F. To the extent of any conflict between the provisions of these **Terms** and those of Section F, the provisions of Section F will prevail in respect of your Castlefield ISA. In the absence of such a conflict or where the **ISA Terms** are silent on a matter, then these **Terms** will additionally apply to your Castlefield ISA.

Linked accounts for portfolio management purposes

It's not uncommon for clients who are related to each other (e.g. where two people are married) to ask us to treat their various accounts as one, for day-to-day investment management purposes. This means that the ownership of the underlying assets can remain with each relevant party and be accounted for separately in terms of their tax position, but that the combined value of the accounts can be managed efficiently as if one, larger portfolio.

In order for this arrangement to be established, it's necessary that each party has the same investment objective and attitude to risk. In addition, each party must agree to have their account(s) linked to those of the other party and to allow all parties to the arrangement to have access to a common **Valuation Report**. Finally, whilst the overall, combined portfolio will adhere to the agreed investment objective and risk profile, it's not necessarily the case that each individual account will be a mirror of the other(s).

Where you indicate that you wish your account to be managed in conjunction with those of another party or parties, you agree that we have your authority to manage your account in this way and that you acknowledge that you are aware of these practical implications.

Obligations under the Takeover Code and similar obligations

Please note that you must comply with all notification requirements under the City Code on Takeovers and Mergers, including the obligation to notify dealings in relevant securities during a takeover when you (either alone or together with other parties to an agreement or understanding) as a result of such dealings will or already hold 1% of those shares. You must also make whatever other notifications are required under relevant rules or regulations; in respect of any holding you acquire. For example, if you hold or acquire a significant interest in a company you must notify the company concerned of the holding and of certain other subsequent transactions in the shares of the same company. If you are unsure of exactly what your obligations might be you should seek professional advice.

Dealing Instructions

Instructions which have the intention of prompting us to undertake a transaction on your behalf should be made via a secure message, using our **Secure Portal** or by telephone. However, should you wish to give dealing instructions in any other, less secure form, including by email, we may accept such instructions, when we believe, in our absolute discretion, that these instructions originated from you or from someone acting with your authority. You accept that we shall not be liable to you for any delay in responding to these instructions and you agree to indemnify us for any losses we incur as a result of reliance on such instructions.

Instructions regarding the administration of your account

All instructions regarding the administration of your investments, whether or not held by **Pershing Securities Limited** on your behalf, should be made via a secure message, using our **Secure Portal** or via any other means initially agreed in writing between us.

Information provided to your Financial Adviser or other Agent

If you've appointed a third party **Financial Adviser** or other agent to advise you or act on your behalf and we believe that any requests for information received from them or instructions received to take some action in respect of your account are made with your legitimate permission, we'll consider ourselves free to provide this information or act as instructed. The best way of formalising this arrangement is to provide us with their details on the **Client Information Form** or otherwise in writing. However, unless you specifically provide them with additional third-party authority, we won't accept any instructions from them regarding changes to your default bank account.

Carrying out your investment transactions

Pershing Securities Limited (PSL) will typically be responsible for the execution of transactions we place with them on your behalf. Alternatively, a third-party broker, instead of PSL, will be selected by us to execute transactions we place with them, either directly or via PSL.

Where we place transactions for you we'll use reasonable endeavours to place any order for your account promptly to your best advantage, both as to price and terms, but in accepting your order we don't warrant or represent that it will be possible to place your order at all or that placing of the order will be possible within the terms of your instructions (whether as to price or size or any other condition). Further, we won't be liable to you for any failure to place your order at all or in accordance with your instructions, unless the failure is due to our negligence. Nor shall we be responsible for, or liable to you for, any consequence of the placing of any order.

As outlined in Section A (The Concept of Best Execution) we're required to provide you with information about the steps we take to obtain the best possible result when placing your order. These are set out in our Order Execution Policy, as amended from time to time, a summary of which is set out on our web site. By your acceptance of these **Terms** , you consent to the Order Execution Policy and acknowledge that it may be amended from time to time. You also agree that we may place transactions on a market that is not a regulated exchange or multilateral trading facility in the European Economic Area. Please note however the provisions of Annex 3 of the **Pershing Securities Limited** Terms of Business (See Appendix 1) in relation to any overseas investments.

MODEL PORTFOLIO SERVICE

Relating to clients accessing a Castlefield Model Portfolio via a third-party platform

If you wish to invest for the long term, are happy to trust a professional team to look after your money and recognise the benefits of our Thoughtful Investor® approach, then the one of the Castlefield Model Portfolio Services ('the Model Portfolio could well be right for you. As your **Financial Planner** or third-party **Financial Adviser** will explain, the Model Portfolio Service is a form of discretionary investment management service, available exclusively via the third-party investment platform they will have separately recommended to you.

The Model Portfolio Service is only available to clients who additionally benefit from an existing and ongoing relationship with a **Financial Planner** or other third-party **Financial Adviser,** who will explain our current charges alongside their own. In future, your **Financial Planner** or **Financial Adviser** will be able to explain the ongoing charges to you at any time. Any alteration to these charges will also be notified to you. In addition to our own charges, you will also pay any applicable value added tax, duties or any other charges levied by a relevant exchange or other investment bodies plus the charges associated with your accounts(s) held on the relevant platform, which will also be paid by you to them.

The Model Portfolio Service is aimed at investors who're comfortable with an investment time horizon of at least five years. For a fuller understanding of the trade-off between potential investment returns and associated risks, please read our separate brochure called 'Risk & Reward: An Explanation'.

The Model Portfolio Service is ideally suited to an investor who:

- Has a lump sum they wish to invest over the long term and has the benefit of ongoing advice from a trusted **Financial Planner** or **Financial Adviser**
- Understands that the value of their portfolio may go down as well as up and that they may not get back the amount they originally invested
- Is looking for a diversified portfolio which is carefully matched to their own investment objective and tolerance for risk
- Wants their investment to be managed carefully by an experienced team of **Investment Managers** with the support of a larger team
- Wants their investment team to apply the Thoughtful Investor® approach to investment

Our relationship with third party platforms hosting the Model Portfolio Service

There is no ownership or other formal, legal connection between CIP and the selected third-party platforms through which you can access the Model Portfolio Service. In order to provide our service to you, we've entered into a separate agreement with a number of investment platforms on our own account and this will have an impact on how your investments held on their platform will be dealt with. We've agreed to provide a series of portfolio models for use by our clients using these platforms. The platforms will purchase and sell investments held in an account or accounts belonging to you, based on instructions we will give them, which in turn will result from changes to the particular portfolio model you've agreed to invest in.

The services we'll provide to you

Please note that all investments are subject to risk and the degree of risk is a matter of judgement and cannot be accurately predetermined. It's important that you discuss your investment objectives and attitude to risk with your **Financial Planner** or **Financial Adviser** – both initially and ongoing. This will help you to decide jointly which portfolio model is best suited to your requirements. Your **Financial Planner** or **Financial Adviser** will be responsible for making sure that the portfolio model you've chosen is both suitable for you and then correctly applied to your account(s) on the relevant platform.

CIP's role under these **Terms** will be limited to managing, on a discretionary basis (that is, without specific prior reference to you in advance of each occasion when an investment is bought or sold), the portfolio model you have chosen to apply to your account(s) with the relevant platform provider, which in turn will lead to active changes in the investments and cash held in your account(s) with them.

For the purposes of these **Terms**, the initial value and composition of each of your existing accounts will be as per that recorded by the relevant platform at the date of commencement of these **Terms**. We shall have full authority at our discretion and without prior reference to you, to enter into any kind of transaction or arrangement for your account(s), providing the investments concerned are included on the permitted list of the platform provider. Our investment selections will be subject only to any restrictions imposed under our agreement with the relevant platform provider. A list of available and permitted investments may be obtained directly from the platform provider.

As CIP will not be managing your account(s) directly but rather advising the platform on recommended changes to a portfolio model, which they will then reflect by undertaking purchases and/or sales of investments held in your account(s) with them, it's not possible for us to take account of any specific requirements you may have, beyond those applicable to all clients using the same portfolio model.

Prior to you choosing to have a particular portfolio model applied to your account(s), we may indicate to you the implied typical composition of the account, in terms of its likely future allocation to various forms of investment assets. Apart from during the initial period following the application of one of our models to your account, when portfolio allocations may well vary considerably from those implied by the composition of the portfolio model you have asked to have applied to your account(s) with the relevant platform, we'll aim to cause your platform account(s) to be managed in such a way as to ensure that the allocation to various forms of investment in your account(s) does not vary beyond what would be considered to be reasonable compared to those implied by the model concerned. You should bear in mind that during times of market volatility, when markets may rise or fall significantly over a brief period of time, or when assets are added to or withdrawn from your account(s) at your instigation, such limits may well be breached without any active intervention on our part as your discretionary **Investment Manager**.

We'll use our best judgment, efforts and facilities to make appropriate model allocations and in all respects, we'll will act in good faith. However, in the absence of fraud or negligence on our part, or on the part of one of our employees, we shall not be liable for loss by reason of anything done or omitted to be done in good faith, in accordance with these **Terms**. In particular, we can't be held responsible for a loss caused by market movements. We accept no liability for any circumstance or failure to provide any of the services implied by these **Terms**, if such circumstance or failure results wholly or partly from any event or state of affairs beyond our reasonable control (including, without limitation, any failure of communication, settlement, computer or accounting system or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, the suspension or limitation of trading by any exchange or clearing house or any fire, flood or other natural disaster) and, in such circumstances, any of our obligations to you shall be suspended pending resolution of the event or state of affairs in question.

Note that we won't be aware of your personal taxation position, so we'll manage the portfolio model applied to each account(s) and the relevant platform in turn will undertake the necessary purchases and sales upon our advice, without any regard to the impact this may have on, for example, your Capital Gains Tax (CGT) position. In view of this, capital gains in excess of any personal tax-free allowance you may be entitled to may be realised as a result of entering into these **Terms** and consequently, CGT may become payable. It's therefore important that you discuss with your **Financial Planner** or **Financial Adviser** whether this service is suitable for you at the outset and continues to be so over time.

The separate role of your Adviser

Your **Financial Planner** or **Financial Adviser** will retain all responsibility for advising you as to whether, both initially and on-going, you should take advantage of this service and if so, how much you should invest and which portfolio model should be applied to your account(s). It's their responsibility to ensure that the correct portfolio model is associated with your platform account(s) and if you wish to cease using the service, they will be responsible for informing the platform of this fact. Your **Financial Planner** or **Financial Adviser** will also be responsible for undertaking necessary anti-money laundering due diligence checks on you.

Communication between us

Given the nature of our relationship, there should be no need for you to correspond with our investment management team directly. We recommend that you speak to your **Financial Planner** or **Financial Adviser** if you have any ongoing queries. In terms of communicating with Castlefield in general, you should write to us at the address shown above. Should you wish to communicate with us in any other form, including by telephone and email, we may accept such instructions when we believe, in our absolute discretion, that these instructions originated from you. We'll contact you using the details you've provided to your **Financial Planner** or **Financial Adviser** at the outset of our **Agreement** or as subsequently advised to us in writing. You accept that we won't shall not be liable to you for any delay in responding to these instructions and you agree to indemnify us for any losses we incur as a result of reliance on such instructions. You acknowledge and accept the inherent risk in using electronic forms of communication and understand that we accept no liability for any loss or damage that you or any other party may suffer as a result. You agree that we may monitor and/or record telephone calls and electronic communications which we receive or send. All such recordings remain our sole property. You accept that we may rely on these recordings in the event of a dispute.

Execution and settlement of investment transactions

All matters relating to the execution and settlement of any purchases and sales of investments held in your account(s), resulting from changes to the portfolio models covered by these **Terms**, will be a matter for the relevant investment platform you've chosen and subject to their direct agreement with you. Their Order Execution Policy will apply, details of which are available from them directly.

Custody of your investments and periodic statements

The relevant investment platform will be responsible, under your agreement with them, for holding your cash and investments and for accounting directly to you for them.

How much can I invest?

Any minimum investment will depend on the amount permitted by the investment platform your **Financial Planner** or **Financial Adviser** has recommended you use in order to access your chosen portfolio model. Whilst there is no maximum per se, your **Financial Planner** or **Financial Adviser** will talk to you about any possible tax consequences of investing a very large sum via a portfolio model. Also, whilst the Model Portfolio Service is designed for lump sum investment, the investment platform you use may permit monthly contributions.

When can I access my investment?

You should have access to your investment at all times, but this will depend on the terms and conditions applied by the investment platform you use. Your **Financial Planner** or **Financial Adviser** will be able to provide full details of how to access your investment. So, if your circumstances change, you should be able to cash in your investment completely, make additional contributions to it, or withdraw part of your investment as you wish. Be aware, however, that the Model Portfolio Service is intended as a long-term investment, as the cost associated with your initial investment could well outweigh the benefits if you try and realise your investment in the short-term. Also, the value of the capital returned to you at any time will depend on the value of the underlying investments held within your account, on the day they're actually sold. This value could be less than or more than your original investment.

How will I know the value of my investment?

Your **Financial Planner** or **Financial Adviser** will explain how to access a valuation provided by the investment platform they have recommended to you.

What about tax?

Your **Financial Planner** or **Financial Adviser** will explain the possible impact of the likes of Income Tax and Capital gains Tax (CGT) on you. As the day-to-day management of a portfolio model involves the selling of investments from time to time, this may result in us generating a realised capital gain on your behalf. Depending on the size of this gain, if any and the amount of any unused annual personal CGT Allowance you're entitled to, this could result in a charge to CGT, which you'll have to pay directly to HMRC after the end of the tax year concerned. As a very simple rule of thumb, the likelihood of becoming liable to CGT in this way increases with the size of the initial investment you make. The precise outcome is impossible to predict, but your **Financial Planner** or **Financial Adviser** will be able to talk to you about the factors which influence the possible outcome. If you and your **Financial Planner** or **Financial Adviser** feel that this risk is unacceptable then for larger sums an alternative discretionary investment management service is an option. Please speak to your **Financial Planner** or **Financial Adviser** about the best option in your own circumstances.

Bringing our service to an end

Both you and we have the right to terminate these **Terms** relating to your use of the Model Portfolio Service, of which these **Terms** are an integral part. Such termination will be without prejudice to the completion of any transactions already initiated by us, which may have yet to be reflected fully in your account(s) with your chosen investment platform provider. For the avoidance of doubt, should your **Financial Planner** or **Financial Adviser** de-link your account(s) with the investment platform from any of the portfolio models we manage, these **Terms** will terminate for the entire period during which your accounts are not linked to any of the models we manage.

How the Model Portfolio Services Terms of Business will come into force

These **Terms** will create a contract between Castlefield Investment Partners LLP (CIP) and you. Any subsequent amendments will also form part of these **Terms**. By opening an account, you're agreeing to these **Terms**, inclusive of any provisions necessary to allow third party platforms/providers to provide their service to you. These **Terms** will commence on your account(s) with your chosen third party investment platform/provider once they've been given access to the relevant portfolio models we manage and your accounts with them have been linked to the model(s) you've agreed to access.

SECTION C – DEALING ONLY SERVICE

We offer a dealing-only service for confident investors who wish to make their own investment decisions. This is called the Self-Select Service and its use is limited to existing clients.

THE SELF-SELECT SERVICE – IN SUMMARY

In summary, the Self-Select Service involves:

- You making your own decisions about which investments you'd like to buy and sell
- Our arranging for the execution of these transactions initiated by you
- No advice or portfolio management provided by us to you

As a dealing-only service, this service doesn't benefit from us providing you with any advice relating to the selection of investments, nor will we exercise any discretion over your account.

We, or someone acting upon our instructions, will execute or place transactions at your initiation (or at the initiation of another person to whom you have given the appropriate authority under these **Terms**). Where we accept instructions to execute or place such transactions in **Non-Complex** instruments we're not required to assess whether:

- the relevant product or service meets your investment objectives
- you would be able financially to bear the risk of any loss that the product or service may cause; or
- you have the necessary knowledge and experience to understand the risks involved

Should you wish to execute or place transactions in **Complex** instruments we'll be required under FCA Rules to assess the **Appropriateness** of any such transactions. If we feel that the proposed investment is not appropriate for you, we're obliged to tell you this and you in turn will need to acknowledge this fact and insist that we proceed.

In any event, we won't make sure that any individual transaction is suitable for you at the time of the transaction or at any time subsequent to that transaction. We won't provide you with advice on any individual transaction nor on the overall composition of your investments. In simple terms, if you take advantage of the Self-Select Service we're not the manager of your investments – you are.

To take advantage of the Self-Select Service we'll need to open a custody account with Pershing Securities Limited (PSL) for you. Although we'll act as your agent in establishing the account and in liaising as required with PSL day-to-day, you'll have a direct relationship with PSL and be responsible, via us, for some of their charges. These are set out in Appendix 1 (Pershing Securities Limited Terms of Business).

When you've agree to our **Terms** and as a necessary consequence, we'll open an account for you with PSL and you'll then also become their client for the purposes of them providing various services to you. These include dealing in investments, investment administration and safe custody of your investments. We'll liaise with and instruct PSL on your behalf and act at all times in your best interests. We'll review their performance on an ongoing basis. We'll not be held liable for any default by PSL.

The UK Stewardship Code

We're a signatory to the **UK Stewardship Code**. This means that we'll be guided by our published policy on shareholder engagement in managing the portfolios of clients who take advantage of one of our discretionary investment management services and in arranging to exercise any voting rights attaching to the investments held within their portfolios. Our statement and policies on stewardship and shareholder engagement are available on our website.

Please note that the Self-Select Service is not a discretionary investment management service, so we won't be able to exercise our discretion in this respect for you.

Voting Rights and Other Rights

On receipt of specific instructions on each occasion from you, we'll use our reasonable endeavours to exercise any rights (including, without limitation, voting rights) attached to investments held within your portfolio including, without limitation:

- exercising (or leaving unexercised) all conversion and subscription rights, privileges and options attaching to or in any way arising in connection with any of the investments within your portfolio
- proceeding on liquidations, take-overs, other offers or capital reorganisations, affecting any of the investments within your portfolio; and
- exercising any voting rights, including, without limitation, any rights in relation to any **Collective Investment Schemes** to which CIP acts as the appointed **Investment Manager** that have been registered in your own name

On your request, we'll arrange for you to receive, within a reasonable timeframe following their publication, a copy of the annual report and accounts issued by each UK quoted company held directly in your portfolio. You may request in writing, upon reasonable notice, to attend UK shareholders', securities holders' or unit holders' meetings and to exercise voting rights in respect of shares or units by way of proxy. This service will be subject to an administration charge, details of which can be requested from us. Otherwise, your votes will be dealt with in accordance with our voting guidelines, which you can view on our website.

We'll provide an annual disclosure of voting behaviour, an explanation of the most significant votes and reporting on the use of the services of proxy advisers. Our voting disclosures explain how we have cast votes in general meetings of companies in which we hold shares on behalf of our clients over whose portfolios we exercise discretion, except where insignificant due to the subject matter of the vote or the size of the holding in the company

Research

Please note that from time to time we may publish research notes or other publications concerning investments. Before publishing a research recommendation we, **Pershing Securities Limited** (PSL) or an associated company may have acted upon it or used the information upon which it is based, provided that we could not reasonably expect any such action to have a significant effect on the price. Under FCA regulations there are strict requirements in place relating to the receipt of third-party investment research which sets out conditions that must be met for investment research not to be deemed an inducement. Third party investment research is not regarded as an inducement for an investment firm if it is paid for by the firm from its own resources. We may at our discretion and from time to time make available to you research and general information about the economic outlook, financial markets or other investment information which we reasonably believe to be reliable and accurate, but we cannot guarantee the accuracy or completeness of the research. Any such information will be generic in nature and will not constitute advice to you on the merits of a particular investment, nor will it be presented as suitable for you or based on a consideration of your circumstances.

Contract notes

We'll provide you with timely access to a contract note, after each transaction has been undertaken for you, if we're required to do so under FCA rules, or if you request that we do so in writing.

Individual Savings Accounts (ISAs)

There are additional ISA Terms & Conditions (**ISA Terms**) which relate to Individual Savings Accounts (ISAs). These appear by way of Section F in these **Terms** and relate to CIP's separate role as **ISA Manager**, where you wish to subscribe to or hold a Castlefield ISA. In order to subscribe to a Castlefield ISA or to transfer an existing ISA to us, you'll need to complete and sign a separate **ISA Application Form**, which contains additional provisions and a declaration. Upon signing the **ISA Application Form** you'll agree to the provisions specifically contained within it, plus the provisions contained in Section F. To the extent of any conflict between the provisions of these **Terms** and those of Section F, the provisions of Section F will prevail in respect of your Castlefield ISA. In the absence of such a conflict or where the **ISA Terms** are silent on a matter, then these **Terms** will additionally apply to your Castlefield ISA.

Obligations under the Takeover Code and similar obligations

Please note that you must comply with all notification requirements under the City Code on Takeovers and Mergers, including the obligation to notify dealings in relevant securities during a takeover when you (either alone or together with other parties to an agreement or understanding) as a result of such dealings will or already hold 1% of those shares. You must also make whatever other notifications are required under relevant rules or regulations; in respect of any holding you acquire. For example, if you hold or acquire a significant interest in a company you must notify the company concerned of the holding and of certain other subsequent transactions in the shares of the same company. If you are unsure of exactly what your obligations might be you should seek professional advice.

Dealing Instructions

Instructions which have the intention of prompting us to undertake a transaction on your behalf should be made via a secure message, using our **Secure Portal** or by telephone. However, should you wish to give dealing instructions in any other, less secure form, including by email, we may accept such instructions, when we believe, in our absolute discretion, that these instructions originated from you or from someone acting with your authority. You accept that we shall not be liable to you for any delay in responding to these instructions and you agree to indemnify us for any losses we incur as a result of reliance on such instructions.

Instructions regarding the administration of your account

All instructions regarding the administration of your investments, whether or not held by PSL on your behalf, should be made via a secure message, using our **Secure Portal** or via any other means initially agreed in writing between us.

Information provided to your Financial Adviser or other Agent

If you've appointed a third party **Financial Adviser** or other agent to advise you or act on your behalf and we believe that any requests for information received from them or instructions received to take some action in respect of your account are made with your legitimate permission, we'll consider ourselves free to provide this information or act as instructed. The best way of formalising this arrangement is to provide us with their details on the **Client Information Form** or otherwise in writing. However, unless you specifically provide them with additional third-party authority, we won't accept any instructions from them regarding changes to your default bank account.

Carrying out your investment transactions

Pershing Securities Limited (PSL) will typically be responsible for the execution of transactions we place with them on your behalf. Alternatively, a third-party broker, instead of PSL, will be selected by us to execute transactions we place with them, either directly or via PSL.

Where we place transactions for you we'll use reasonable endeavours to place any order for your account promptly to your best advantage, both as to price and terms, but in accepting your order we don't warrant or represent that it will be possible to place your order at all or that placing of the order will be possible within the terms of your instructions (whether as to price or size or any other condition). Further, we won't be liable to you for any failure to place your order at all or in accordance with your instructions, unless the failure is due to our negligence. Nor shall we be responsible for, or liable to you for, any consequence of the placing of any order.

In order for us to provide dealing services for your account, you or your agent need to make sure that:

- where you are buying investments, there is sufficient cash in your account; and
- where you are selling investments, if your shares are not already registered in a Pershing nominee account, documents of title and/or transfer forms that are required are delivered to PSL, in either case, prior to the placing of the transaction by us

As outlined in Section A (The Concept of Best Execution) we're required to provide you with information about the steps we take to obtain the best possible result when placing your order. These are set out in our Order Execution Policy, as amended from time to time, a summary of which is set out on our web site. By your acceptance of these **Terms** , you consent to the Order Execution Policy and acknowledge that it may be amended from time to time. You also agree that we may place transactions on a market that is not a regulated exchange or multilateral trading facility in the European Economic Area. Please note however the provisions of Annex 3 of the **Pershing Securities Limited** Terms of Business (Appendix 1) in relation to any overseas investments.

SECTION D – FINANCIAL PLANNING SERVICES

Our financial planning services are tailored to your unique needs. We consider your financial situation, objectives and any ethical preferences to create a plan that aligns with your goals. These services may include savings and investments, estate planning, and/or retirement planning.

The purpose of this section is to set out in formal terms how we'll provide our financial planning services to you. This should be read in conjunction with:

- our brochure, called *Thoughtful Advice for a World of Difference*, incorporating an insert called *Our Financial Planning Services*;
- our brochure, called Guide to the *Breadth & Depth of Our Financial Planning Service*, incorporating an insert, called the *Scope of Our Advice*; and
- the personalised **Client Fee Agreement,** which we'll ask you to sign and return

We offer two types of service:

- An Initial Financial Planning Service. This is designed to benefit clients who have identified a specific need for one-off advice. Unlike the Ongoing Financial Planning Service, there is no ongoing relationship with a personal **Financial Planner**, unless at the end of the initial advice process you decide you would benefit from ongoing advice
- An Ongoing Financial Planning Service**.** This is designed to benefit clients who need our ongoing help with advice on their financial situation. The service can be a fully comprehensive, holistic financial planning service or our advice can be limited to a sub-set of your ongoing needs. We'll agree precisely what our service covers at the outset and as necessary over time

The first of the brochures mentioned above and the accompanying insert explain the differences between each service. Having read the brochure, the inserts and these **Terms**, we'll ask you to sign and return a personalised copy of our **Client Fee Agreement**. This is our assurance that you've read and agreed to the following terms and to the basis upon which we'll be paid. If you're unsure of the implications of any of our terms, please ask us to explain them to you.

ABOUT THE SERVICES WE OFFER

Details of the services we offer can be found in our brochure (called *Thoughtful Advice for a World of Difference*), which should be read in conjunction with the insert called *Our Financial Planning Services*. We'll agree with you which of our services you want us to provide, or we've recommended that you receive. So that we can provide you with advice and recommendations suitable for your personal and financial circumstances we'll gather the appropriate information from you and we'll then be able to set out clearly your financial objectives. As part of the ongoing financial planning service, we'll make sure that your objectives are reviewed regularly and set out and summarised within a personalised report, which we'll issue as part of our periodic review. This will document and explain the suitability or otherwise of your current policies and investments and explain how we think things should change, if that's in your best interests.

OUR RECOMMENDATIONS

Before providing advice, we'll assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you don't want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.

Before making any recommendations, we'll carry out a **Suitability Assessment** so that we're able to act in your best interests. We'll confirm any recommendations we make in writing (representing our **Suitability Report**) along with details of any special risks that may be associated with the products or investment strategies we've recommended.

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we've recommended, we'll carry out this review at least annually. To do this we'll need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll issue you with a report setting out the results of our assessment and if relevant, any updated recommendations.

Please be aware that the value of investments can fall, as well as rise and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

Specific warnings relevant to the investments, investment strategies or other products we arrange are provided in the relevant product literature provided. We are unable to act on an **Insistent Client** basis.

We may occasionally recommend investments that are not readily realisable. We'll only do this where appropriate but, if we do, we'll draw your attention to the risks associated with the investments in our **Suitability Report**. There is a restricted market for such investments and in some circumstances, it may not be possible to deal in the investment or obtain reliable information about its value.

THE SCOPE OF OUR ADVICE - RESTRICTED ADVICE

Our advice to you will highlight particular areas where we feel we can be of help. The scope of our advice will depend on the area(s) where we jointly agree that you need advice.

We offer a **Restricted Advice Service**. This means that when we consider and recommend new retail investment products to you, we'll only consider relevant and suitable products and options for you from a range we've previously selected as potentially suitable for clients with objectives and needs similar to yours. We'll therefore make personal recommendations to you concerning retail investment products whilst restricting our advice to this pre-determined, regularly reviewed list. You'll find the range of possible providers and options listed on the separate sheet, called *The Scope of Our Advice*, each of which has been selected based on a range of criteria including such factors as the range of features and benefits offered, value for money, administrative efficiency and the perceived security and financial standing of the providers concerned. If it's appropriate for you, in our view, to retain an existing investment or product we'll make this clear to you. If you hold existing products and investments which are outside *The Scope of Our Advice*, we'll only recommend new options for you, where in our view we've identified products or services more suitable for you than your existing ones.

As a general guide, when considering new investments or the reinvestment of cash resulting from the recommended sale of an existing one, we'll recommend a fund or funds managed by our own investment management team, but only where a suitable fund is available. In the absence of such a suitable fund we'll select the most suitable third-party managed fund from our approved panel.

More typically, if we consider that you'll benefit from the services of a discretionary **Investment Manager**, we expect to recommend the services of our own investment management team. Subject to your agreement, our investment management team will then manage an agreed portfolio of investments to meet your needs. If you've a portfolio already managed by an alternative investment management organisation, we'll only recommend using our own investment management services where this is clearly suitable for you and in our view demonstrably in your interests.

Where we provide protection planning services, we're acting as an insurance intermediary and we'll provide advice which is based on a fair and personal analysis of the market. We'll do this free from any initial restrictions or bias.

In any event, we'll always carefully explain the methodology we use in providing advice to you, so that you understand how we've reached our recommendation. We'll only recommend a product or service which is, in our view, genuinely suitable for you and meets a need identified as a result of the information you've been willing to provide. We've produced the brochure referred to above, called *Guide to the Breadth & Depth of Our Financial Planning Service*, which sets out in more detail how we operate in terms of selecting investments and products for our clients.

Subject to your agreement to our recommendations, we'll implement the advice and arrange the purchase of the recommended investment or insurance products on your behalf.

We're unable to offer our financial planning services to any new clients who are non-UK resident.

OUR ADVICE PROCESS

The financial planning process in general is divided into six separate stages:

1. Initial Consultation
2. Research
3. Preparation
4. Advice
5. Implementation
6. On-going Service

The first five of these stages form part of our Initial Financial Planning Service. The sixth stage covers our Ongoing Financial Planning Service.

1. The Initial Consultation

This is the first assessment with you and is free of charge. It can last up to an hour and will typically take place over the telephone or via a video call; often in conjunction with the use of our **Secure Portal**. We'll ask basic details about your circumstances, to get a sense of how we may be able to help. If we can we'll provide an initial estimate of the time and cost involved, or we may need to come back to you later with an estimate. We'll explain our service options and help you to understand the difference between our two services. We'll help you to complete a *Financial Planning Questionnaire*. You'll have the opportunity to ask us questions about how we work. If you don't want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.

We'll issue you with any paperwork we're required to give to you and discuss the options for how we'll be paid. You're not obliged to proceed beyond this stage. However, in order to move to the next stage, you'll first have to sign a separate **Client Fee Agreement**, to agree to these **Terms** and to indicate that you accept our charges for the work envisaged. This will provide an accurate estimate of our fees, which you'll be committing to paying at that stage.

2. Research

Following your agreement, your **Financial Planner** will then undertake all of the necessary research to be able to meet your requirements. This stage will involve a **Suitability Assessment**, looking into areas highlighted as being specific to your personal circumstances. There's likely to be a need to research a range of possible solutions or services which appear to be of relevance to you. We'll also ask you to complete our risk profiling assessment and ask you more about your overall investment values, so that we can get a clear impression of what's important to you and how much risk you're willing to accept.

3. Preparation

We'll then prepare our recommendations based on the above research, taking into consideration your circumstances and requirements. If you decide not to proceed with our recommendations, the full initial fee you've agreed to pay will become payable. Please refer to the **Client Fee Agreement** for further details.

4. Advice

Our recommendations will be presented in the form of a **Suitability Report**. Your **Financial Planner** will be available to discuss this report with you and will provide all the required documentation in order to help you to select the most suitable course of action. It's likely that your **Financial Planner** will highlight if it seems like you'd benefit from our ongoing help and advice; to make sure that, once implemented, our initial advice and the resulting range of products and investments remain suitable for your ongoing and changing needs. Our separate *Ongoing Financial Planning Service* is the means by which we provide ongoing advice to our clients.

5. Implementation

Following your agreement to proceed, we'll complete with you all of the necessary documentation and administration procedures relating to the advice provided, such as further research and quotations; communication with financial institutions; consultation with colleagues; administrative and technology costs; correspondence and phone calls. Any final policy documents will be issued to you.

Each of the stages outlined above forms part of an integrated service package. In other words, assuming that you wish to take advantage of our advice, our overall service to you will automatically include the implementation of our advice and the arrangement of the purchase of any products or services we recommend to you and which you agree to take advantage of.

If you decide to ask us to provide ongoing advice, we'll ask you to sign a separate **Client Fee Agreement**, which will set out clearly the likely separate ongoing cost.

6. Ongoing Financial Planning Services

A key aim of the *Ongoing Financial Planning Service* is to ensure that investment or insurance products continue to meet your requirements and to arrange to rebalance them accordingly, as your circumstances and requirements change. As this service includes an ongoing review of the suitability of the investments we've recommended, we'll aim to carry out this review at least annually. This is often provided over the telephone or via a video call. To do this we'll need to make contact with you in advance to assess whether the information we hold about you remains accurate and up to date. We'll give you access to a **Secure Portal** to update your personal information ahead of each review, so that we're always considering your most up-to-date information as part of our advice. Then we'll issue you with a report setting out the results of our assessment and if relevant, any updated recommendations. If we're unable to contact you, or you're unable to respond to our request for up-to-date information within a reasonable time period, we'll aim to provide an assessment based on the information we already know about you.

THE COST OF OUR SERVICES

Our separate **Client Fee Agreement** covers in detail how we calculate our fees to cover our services. We'll discuss this with you and answer any questions you have.

The *Client Fee Agreement* forms part of these Terms, so they should be read alongside each other as, together, they represent the entire agreement between us.

When you consider taking advantage of either the *Initial Financial Planning Service* or *Ongoing Financial Planning Service*, we'll provide you with a personal fee estimate in advance to show you the sort of fee you're likely to pay for the service. Irrespective of whether our advice results in you buying or changing any investment product or policy or indeed whether you decide to accept our advice at all, you agree to pay us a fee for the advice and service we provide. We reserve the right to increase our fees in future but, if we do so, we'll let you know in advance of any increased charges coming into effect. We explain how we'll do this in Section A – *Amending these Terms*.

If, having engaged us to provide you with advice, you proceed with the advice but subsequently decide to withdraw from any investment or policy agreed, within an initial period during which the product provider would look to recover fees from us (which in turn have been used to cover the costs of advice provided to you) we reserve the right to charge a corresponding fee to you.

You agree that all fees invoiced will be settled within seven days of the date of the invoice or other request for payment. Any outstanding fees will incur interest charges at a daily rate equivalent to 1% per calendar month.

ONGOING FINANCIAL PLANNING SERVICE VALUATIONS AND FEES

If you decide to go ahead, once your account has been fully established with us, perhaps following completion of some initial advice recommendations, we'll agree with you at that point the date in each subsequent year when we'll provide you with a formal review if you've opted to receive an ongoing financial planning service. Ahead of the review date each year we'll produce a valuation of the agreed range of investment-based products you've asked us to advise you on and we'll base our first and subsequent invoices on the value at this date. The invoice will cover the service provided since inception or since the last review each year. Irrespective of whether our advice results in you buying or changing any investment product or policy or indeed whether you decide to accept our advice at all, you agree to pay us a fee for the advice and service we provide. This valuation will include any assets, if any, which have been added to your account during the previous twelve months and which we have agreed to accept responsibility for. Our fee each year will be based on the total value on each periodic valuation date. There'll be no allowance for the impact that any one item added to or removed from your account during the previous twelve-month period has on the annual fee calculation. An exception to this principle will apply when any of your investments subject to our ongoing advice are managed on a discretionary basis by our own investment management team. In such cases, the fees relating to our advice will be calculated and collected automatically on a quarterly basis and the value of these investments will therefore be excluded from the annual periodic valuation we use to calculate our own main ongoing financial planning fee.

You agree that where a product or service provider has agreed to facilitate the payment of fees due from you to us, and where such fees received are in excess of any fees you owe us at the time of receipt of the amount concerned, then we may retain these additional monies as an advance against the cost of future service from us to you. These payments are agreed as being owned by us on account until they're actually offset against our future fees or actually refunded to you. If you request a refund (and this amount is above £25 in total) we'll action your request as soon as we can but in any event within 30 days, although we reserve the right to offset any fees for work undertaken which has yet to be invoiced, before the final refund takes place.

In the event that we're entitled to receive a commission for non-advised transactions or for certain business transacted or advised on prior to 31st December 2012, we'll be able to tell you the amount of any commission that is paid to us by product providers and other institutions with whom investments are made. You should be aware of the possibility that other costs or taxes relating to the services that we provide for you may exist, even though they're not paid through us or imposed by us.

We charge for our ongoing advice mainly based on a percentage of the value of assets subject to our care. Further details are given below. Please note, all fees quoted include any VAT which may be payable and the cost of implementing the advice, if you decide to go ahead. However, if you act on our advice but choose to implement it yourself, you will still remain liable for our advice fees.

Our charges for these services and how they're calculated are as set out below. As some fees are based on a percentage of the value of your investments, the amount of the charges may increase as the size of your investments grow.

HOW WE CHARGE FEES FOR OUR FINANCIAL PLANNING SERVICES

We offer three ways in which you can pay for our initial advice. The actual adviser charges (fees) will be agreed with you and based on the complexity of the work involved, the amount invested and the overall assets subject to our advice. We may:

- Charge you on a percentage basis depending on the amounts invested; or
- Charge an hourly rate; or
- Agree a fixed fee with you depending on your specific requirements

Please note, all fees quoted include any VAT which may be payable and the cost of implementing the advice, if you decide to go ahead. However, if you act on our advice but choose to implement it yourself, you will still remain liable for our initial advice fees.

In the case of protection planning only, we may receive a commission payment from a product provider. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy we may be obliged to refund the commission received to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of our charges from you. Where relevant, we will provide details of the maximum amount that we could reclaim from you and the timescale in which we could do so, as part of our initial advice to you.

FEES FOR OUR INITIAL FINANCIAL PLANNING SERVICE

Irrespective of how we agree to charge you, for new clients our initial advice is subject to a minimum fee of £2,400.

For existing clients, already taking advantage of our separate *Ongoing Financial Planning Service* who then subsequently ask us to provide them with a separate element of discrete, initial advice, which is not therefore covered by their existing ongoing **Client Fee Agreement**, the minimum fee is £1,200.

1. Initial charges on a percentage basis

New clients

Our charge is 3% for the first £100,000 of the value of any investments, policies and/or services we have agreed should be subject to our advice plus the value of any new cash you would like our advice on investing. Any amount above £100,000 would be charged at 1%. The **Client Fee Agreement** will list the investments, policies, services and/or cash we agree should be subject to our advice, together with an estimate of the initial advice fee. Once we have confirmed the actual value of these to you our fee will be based on this actual total amount. For any initial advice that includes advice on protection policies, the initial commission payment from the product provider would be included within the overall fee.

Existing clients

As an existing client, already taking advantage of our *Ongoing Financial Planning Service* and wishing to seek our additional advice, our charge is 1% of the value of any additional investments, policies and/or services we have agreed should be subject to our advice plus the value of any new cash you would like our advice on investing.

Here are some examples of how our percentage-based initial charges would apply based on the charges above:

New clients

If we advised you, as a new client, on policies, investments and/or new cash, with a total value of £65,000, our fee would be our minimum fee of £2,400.

If we advised you on policies, investments and/or new cash, with a total value of £100,000, our fee would be 3% of £100,000, or £3,000.

If we advised you on policies, investments and/or new cash, with a total value of £200,000, the first £100,000 would incur a fee of 3% and the remaining £100,000 would incur a fee of 1%. The total fee would therefore be £4,000, calculated as:

3% of £100,000, being:	£3,000, plus
1% of £100,000, being:	£1,000
Which makes:	**£4,000**

Existing clients

If we advise you, as an existing client taking advantage of our *Ongoing Financial Planning Service*, on additional investments, policies and/or new cash, with a total value of £100,000, our fee would be subject to our minimum fee of £1,200.

If we advised you on additional investments, policies, and/or new cash, with a total value of £200,000, this would incur a fee of 1%. The total fee would therefore be £2,000.

Advice that includes a protection policy

For any ongoing advice that includes advice on investment-based protection policies, typically we would receive a commission payment from the provider.

2. Initial charges on an hourly basis

We will usually charge fees on a percentage basis, as outlined above. However, in some circumstances this may not be the most appropriate basis for calculating our fees. Where this is the case, we may instead charge on an hourly basis using the rates set out below:

In the case of a **Partner (or equivalent seniority)**, an hourly rate of:	£350
In the case of a Chartered or Certified **Financial Planner**, an hourly rate of:	£260
In the case of a **Financial Planner** or **Client Manager**, an hourly rate of:	£200
In all other cases, an hourly rate of:	£120

We'll provide you with an estimate of how much in total we plan to charge. You may ask us not to exceed a given amount without checking with you first. We'll record the amount of time spent on your affairs in order to substantiate the fee we'll charge. We've put together the example below to show what our typical costs may be, if charged on an hourly basis.

Here is an example of how our hourly rate-based charges would apply based on the charges above:

Creating a holistic financial plan, with recommendations to meet your needs and objectives, taking into account your attitude to risk and values:

Partner 10 hours	10 x £350 = £3,500
Financial Planner or Client Manager 8 hours	8 x £200 = £1,600
In all other cases 5 hours	5 x £120 = £600
Total initial charge	**£5,700**

3. Initial charges based on a fixed fee

We may pre-agree a fixed charge for any work we carry out on your behalf. The amount of the fee will depend on your individual circumstances and the complexity of your financial requirements. As a guide, the fixed fee will be calculated in the same way as our initial charges on a percentage basis, covering those assets you indicate at the outset you would like our advice on. Whilst the fixed fee option would provide certainty at the outset on this basis, if you choose to ask us to advise on additional assets part way through the advice process or immediately at the conclusion of it, we reserve the right to agree an additional fixed fee for the additional advice.

Fixed charges for setting up a new investment

This could address a specific requirement you may have in relation to a particular goal (such as retirement planning). For example, setting up a contribution into a new pension scheme, taking into account your needs and objectives, attitude to risk and affordability.

Typical charges

Setting up a new Personal Pension as above is subject to our minimum fee of £2,400 for new clients and £1,200 for existing clients using our *Ongoing Financial Planning Service.*

Setting up a new ISA/General Investment Account with a value of £100,000 is £3,000.

Setting up a new ISA/General Investment Account with a value of £200,000 is £4,000.

CHARGES FOR ONGOING FINANCIAL PLANNING SERVICES

Our total annual fee consists of a percentage base fee, plus a maximum of £1,000 in respect of an additional **Third-Party Provider Fee**. The combination of these two fees is subject to a minimum fee test.

The **Base Fee** is calculated as:

On the first £1m of assets:	0.75% pa
On the next £1m of assets:	0.60% pa
On the next £3m of assets:	0.20% pa
On any balance of assets:	0.10% pa

The **Third-Party Provider Fee** is based upon the proportion of assets under our care that are not managed on a discretionary basis by our us. This element of our fee is required to cover the additional work involved in reviewing third-party managed assets. It's calculated as 'A' divided by 'B' multiplied by £1,000. (Where 'A' is the value of assets invested with third party product providers and 'B' is the total value of assets subject to our advice.)

The minimum fee is £1,200 pa per client. Where fees generated from the value of your assets under our care fall below the minimum fee, it may result in a higher overall percentage charge than that set out in the base fee section above.

Please note that, given the percentage basis of an element of our fee, the amount we receive may increase as the value of your assets increases and conversely decrease as the value of your assets falls. This means that the fee we charge you in any one year could be more or less than the initial estimate we provide at the outset. Here are some examples of how our ongoing charges would apply:

Example 1:

We have ongoing care of a total of £500,000 of assets for Client A, of which £300,000 is managed via the Castlefield Personal Portfolio Service and £200,000 is managed by third-party providers.

Our provisional Total Annual Fee is calculated as:

A Base Fee of (being 0.75% of £500,000)	£3,750
A **Third-Party Provider Fee** of (being £200,000/£500,000 times £1,000)	£400
Making a provisional Total Annual Fee of	**£4,150**

The minimum fee against which to compare this amount in this case is £1,200.

The final total annual fee is therefore £4,150, being the higher of the provision total annual fee and the minimum fee. This represents an average final total annual fee of 0.83%.

Example 2:

We have ongoing care of a total of £250,000 of assets for Client B, of which the entire amount is managed via the Castlefield Personal Portfolio Service.

Our provisional Total Annual Fee is calculated as:

Base Fee (being 0.75% of £250,000).	£1,875
Third-Party Provider Fee (does not apply)	-
Making a provisional Total Annual Fee of	**£1,875**

The minimum fee against which to compare this amount in this case is £1,200.

The final total annual fee is therefore £1,875. This represents an average final total annual fee of 0.75%.

Example 3:

We have ongoing care of a total of £1.5m of assets for Client C, of which £1m is managed via the Castlefield Personal Portfolio Service and £0.5m is invested with a range of third-party providers.

Our provisional total annual fee is calculated as:

Base Fee (being 0.75% of £1m and 0.60% of £0.5m)	£10,500
Third-Party Provider Fee (being £0.5m/£1.5m times £1,000)	£333
Making a provisional Total Annual Fee of	**£10,833**

The minimum fee against which to compare this amount in this case is £1,200.

The final total annual fee is therefore £10,883, being the higher of the provision total annual fee and the minimum fee. This represents an average final total annual fee of 0.72%.

Example 4:

We have ongoing care of a total of £3m of assets for Client D, of which £2.5m is managed via the Castlefield Personal Portfolio Service and £0.5m is invested with a range of third-party providers.

Our provisional Total Annual Fee is calculated as:

Base Fee (being 0.75% of £1m, 0.60% of £1m and 0.20% of £1m)	£15,500
Third-Party Provider Fee (being £0.5m/£3m times £1,000)	£167
Making a provisional Total Annual Fee of	**£15,667**

The minimum fee against which to compare this amount in this case is £1,200.

As the provisional total annual fee (being £15,667) is higher than the total minimum fee (being £1,200), the final total annual fee is £15,667. This represents an average final total annual fee of 0.52%.

Ongoing services can be cancelled at any time by informing us in writing. Please note that we'll apply a pro-rata annual charge at the date of termination. This means that if you pay annual fees based on a percentage, we'll calculate your final fee by applying the pro-rata annual fee rate to a current valuation of the funds subject to our care.

OTHER CHARGES

Even where you're receiving and paying separately for our *Ongoing Financial Planning Service*, covering an agreed range of assets, we may still recommend that you take advantage of the separate *Initial Financial Planning Service*, if or when the need arises. This could be the case where you wish to ask us to look after additional assets which we need to research before making a formal recommendation as to how they might complement your existing portfolio. It could also be relevant in the case of the need for more complex advice, such as advice on long-term care, or the implementation of tax planning strategies outside of our existing core service e.g. advice on investing in a product or service designed to mitigate inheritance tax. The charges and fees for more complex advice will be agreed with you as part of this *Initial Financial Planning Service*.

The actual charges and fees for more complex advice will be agreed with you before we start any work. Additional charges for more complex advice are based on an hourly rate and an example can be found below.

Additional initial fee example, relating to complex advice

Chartered Financial Planner 6 hours	6 x £260 = £1,560
Financial Planner 5 hours	5 x £200 = £1,000
In all other cases 2.5 hours	2.5 x £120 = £300
Total additional initial charge	**£2,860**

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products or services we arrange for you. These charges may be one-off charges (payable up front) or charges payable on an ongoing basis. For example:

Service costs: If your investments are held on a platform (an online investment administration service) or you take advantage of the services of a discretionary **Investment Manager**, like those of our investment management team, then the platform provider and/or the **Investment Manager** will make a charge for administering and/or managing your investments.

Investment costs: These are the costs relating to the manufacturing and managing of your investments – for example, fees charged by an investment fund manager, or costs relating to investment transactions.

We'll always disclose any third-party costs as part of making our recommendations to you, as required by our regulator, the Financial Conduct Authority. For example, before we provide you with our advice, we'll add together all the costs and charges payable by you, so that you're able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.

PROTECTION

For advice on non-investment protection policies, we'll be paid for this element of our advice by the commission supplied by the recommended product provider. We may be able to provide you with an estimate of the amount before we start the advice process. Where the commission offered by the provider doesn't meet our minimum fee level, we'll agree a fee with you to make up the difference.

In respect of any regular premium protection policy which we've arranged for you, should you subsequently cease to pay premiums on the policy and consequently we're obliged to refund the commission that has been paid to us, by the provider, we reserve the right to charge you a fee representing the amount we're asked to repay.

A typical example of the amount of initial commission we could receive from a policy is set out below:

A joint life policy, with a sum assured of £200,000, on a level-term basis over 20 years, based on a healthy male and female couple, aged 40, on a first death basis, is £567. This would mean a fee of £1,833 would apply to satisfy our minimum fee threshold of £2,400 for a new client.

Any commission we receive from the product provider will be used to offset your initial fee for protection advice. For example, if our fee for advice in a specific area was £2,400 and it included arranging a protection policy for you, which paid us commission of £567, you would owe us £1,833.

PAYING FOR OUR SERVICES

Where one or more of the products, policies or services we've agreed to take under our care is able to facilitate the payment of fees to us, on your behalf, you agree that we may make the necessary arrangements for them to do so. This may require no further specific authority from you but where it does you agree to provide your specific authority in a form acceptable to the provider(s) concerned. We'll choose which provider or providers are best able to facilitate the payment of the necessary fees to us. We reserve the right to agree with the provider(s) concerned the specific, relative amount(s) to be claimed from each of them.

Where, based on our agreement with you, a fee is due to us and the amount facilitated in this way is insufficient to cover the fee due, we'll typically issue an invoice (where this amount is above £25). In the first instance, if you're paying for our *Ongoing Financial Planning Service*, we'll arrange for the settlement of such fees directly from one or more of your products, policies or services. Where this isn't possible, for example if you're receiving the *Initial Financial Planning Service*, then we'll ask you to settle the balance direct by way of bank transfer and you agree here to do so.

Please note that the facilitation of a fee from any financial product or service in this way will reduce the amount left for investment and may, depending on your circumstances, have other consequences. If any of the products or services you invest in hold insufficient funds to cover any up-coming or recent charge, you confirm you'll provide us with authority to release up to the total value of the charge due. We'll confirm how the funds will be taken and provide the appropriate paperwork, where required.

Where our *Ongoing Financial Planning Service* covers investments managed on a discretionary basis by our own investment management team, we won't issue you with a separate invoice in relation to these assets. We'll only invoice you directly for the balance due for ongoing advice on any assets which aren't managed by our own investment management team, based on the valuation produced prior to your annual review.

We can't accept payments by cash or by standing order and will only accept a cheque in exceptional circumstances. Payments direct from your bank to ours are the standard way in which we operate. Our fees become payable and should be settled within seven days of the date of the invoice. Where our charges are based on a percentage of your investments, the amount of our charge may increase as the size of your fund grows and any estimate will be based on current values, which may well have changed by the time the actual invoice is due.

SECTION E - CONSULTANCY CHARGING SERVICE

THE SCOPE OF OUR ADVICE

Our advice to you will highlight particular areas where we feel we can be of help. The scope of our advice will depend on the area(s) where we jointly agree you need guidance or advice.

The *Consultancy Charging Service* is only offered to existing clients and involves us in providing you with a **Restricted Advice Service**, covering in turn an agreed range of ongoing services. This means that when we provide guidance or advice on your existing arrangements, we'll only consider whether they still remain suitable for you. We only offer advice on **Group Personal Pension** or **Group Stakeholder Pensions** that meet **Auto-enrolment** and **Workplace Pension** requirements. Each of the products and services we may have previously recommended has been selected based on a range of criteria including such factors as the range of features and benefits offered, value for money, administrative efficiency and the perceived security and financial standing of the providers concerned. If it's appropriate for you, in our view, to retain an existing investment or product we will make this clear to you. If in future one or more of your existing range of investments or products is considered no longer to be suitable for you we'll need to reach a separate agreement with you covering how we'll advise you regarding selecting a more suitable replacement.

Where we provide protection planning services, we'll act as an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market. We'll do this free from any restriction or bias.

In any event, we'll always explain carefully the methodology we use in providing advice to you, so that you can understand how we've reached our recommendation. We'll only recommend a product or service which is, in our view, genuinely suitable for you and meets a need identified as a result of the information you've been willing to provide.

Subject to your agreement to our recommendations, we'll implement the advice and arrange the purchase of the recommended investment or insurance product on your behalf.

Please note that we don't advise on arranging **Occupational Pension Schemes**.

We're unable to offer the *Consultancy Charging Service* to any clients who're non-UK based.

ABOUT THE SERVICES WE OFFER

Details of the services we offer are set out in the *Scope of Our Advice*. We'll agree with you which of our services you want us to provide or we recommend that you receive. In order to provide you with advice and recommendations suitable for your circumstance we'll gather the appropriate information from you and we'll then be able to set out clearly your objectives, as we understand them. Your objectives will be set out and summarised within a **Suitability Report**, which will be specific to your business needs and issued to you as part of our advice process. This will document and explain the recommendations we've made.

In this section, we set out the terms upon which we'll provide our services to you. This should be read in conjunction with your personalised **Client Fee Agreement**, which we'll ask you to sign and return.

These **Terms** refer only to our *Consultancy Charging Service*. They cover an arrangement made between you, the 'Employer' (also referred to as 'you' and 'your') and Castlefield Investment Partners LLP (also referred to as 'we' 'us' 'our' and 'ourselves'). Your 'Employees' will be referred to as such and we will only provide services to you under this agreement.

Having read these **Terms**, we'll ask you to sign and return a personalised copy of our **Client Fee Agreement** to us. This is our assurance that you've read and agreed to the following **Terms** and to the basis upon which we'll be paid. If you're unsure of the implications of any of our **Terms**, please ask us to explain them to you.

OUR SERVICES

We will provide services to you as set out and agreed via our **Client Fee Agreement**. An overview of the full range of services we can potentially provide is detailed in Schedules 1 and/or 2 of these **Terms**, as they relate to the *Consultancy Charging Service*.

We'll provide the agreed services within a reasonable timescale, which we'll agree with you from time to time.

THE COST OF OUR SERVICES

Our separate **Client Fee Agreement** covers in detail the choices you have for how our fee will be calculated to cover our services. We'll discuss the options with you and answer any questions you have. The **Client Fee Agreement** forms part of these **Terms**, so they should be read alongside each other.

We reserve the right to increase our fees in future but, if we do so, we'll let you know in advance of any increased charges coming into effect. We explain how we'll do this in *Section A – Amending these Terms.*

Where a product or service provider has agreed to facilitate the payment of fees due from you to us and where such fees received are in excess of any fees you owe us at the time of receipt of the amount concerned, we'll aim to return these fees within 30 days, provided the amount concerned is above £25. However, we reserve the right to offset any fees for work undertaken which has yet to be invoiced, before the final refund takes place.

In the event that we're entitled to receive a commission for non-advised transactions or for certain business transacted or advised on prior to 31st December 2012, we'll be able to tell you the amount of any commission that's paid to us by product providers with whom investments have previously been made. You should be aware of the possibility that other costs or taxes relating to the services that we provide for you may exist, even though they're not paid through us or imposed by us.

We'll be remunerated for the provision of the agreed services on the basis set out in Schedules 1 and/or 2.

You agree that all fees invoiced will be settled within seven days of the date of the invoice or other request for payment. Any outstanding fees will incur interest charges at a daily rate equivalent to 1% per calendar month.

Should any of your employees/individual members require advice, we'll refer them to our website where they can enquire about our financial planning services (as set out in Section D). Should they wish to seek advice from us, we'll ask them to enter into a separate, personal agreement, which will be completely unconnected with our agreement with you, as their employer.

We'll agree a fixed fee with you for our ongoing advice depending on your specific requirements, the actual adviser charges (fees) will be agreed with you and based on the complexity of the work involved, the amount invested and the overall assets under our advice.

Further details of our charges are given below. Please note, all fees quoted include any VAT which may be payable and the cost of implementing the advice.

CHARGES FOR ONGOING SERVICES

We will pre-agree a fixed charge for any work we carry out on your behalf. The fixed charge will be reviewed at your annual review. Our fixed fees are based on our hourly rates . Here is an example of how our ongoing charge is calculated on a fixed fee basis subject to annual review:

Fixed fee example for ongoing advice: Annual review meeting with you and follow up report together with a presentation to update employees on pension benefits generally. Provision of an outline of how the scheme has performed, any amendments proposed and to encouragement to those who've not yet joined the scheme to reconsider their position. We'll also provide an opportunity for all to ask questions.

Partner 10 hours	10 x £350 = £3,500
Financial Planner 6 hours	6 x £200 = £1,200
All other roles 3 hours	3 x £120 = £360
Total ongoing fixed charge	**£5,060**

For each additional employee/member communications (for example, provision of an employee presentation at your office premises on a more frequent basis than in conjunction with your annual review meeting) we typically charge for preparation and delivery at our hourly rates above and we will pre-agree this with you in advance.

Example of the cost of an additional employee/member communication e.g. employee presentation at your office premises:

Partner 6 hours	6 x £350 = £2,100
Financial Planner 6 hours	6 x £200 = £1,200
All other roles 3 hours	3 x £120 = £360
Total ongoing fixed charge	**£3,660**

Our annual ongoing fixed charge for our *Consultancy Charging Service* is subject to a minimum of £2,400 fixed fee per annum, so you will always pay at least this per annum.

OTHER CHARGES

If in future we agree that you need us to advise you on replacing one of your existing products or polices we'll agree with you at that time the one-off additional cost of our advice. We have put together the example below to show what our typical costs may be. We base our fixed fees on our hourly rates..

Fixed fee example: Additional one-off advice on replacing one of your products or policies which may include new provider selection, an employer meeting and employee communication with recommendations to meet your needs and objectives and the necessary implementation, taking into account your attitude to risk and values:

Partner 10 hours	10 x £350 = £3,500
Financial Planner 8 hours	8 x £200 = £1,600
All other roles 5 hours	5 x £120 = £600
Total initial charge	**£5,700**

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products we arrange for you. These charges may be one-off charges (payable up front) or charges payable on an ongoing basis. For example:

Service costs: If your investments are held on platform (online investment administration service) or held with a discretionary **Investment Manager**, the platform provider/Discretionary **Investment Manager** will make a charge for administering/managing your investments.

Investment costs: These are the costs relating to the manufacturing and managing of your investments – for example, fees charged by the **Investment Manager**, costs relating to investment transactions.

We'll always disclose any third-party costs as part of making our recommendations to you, as required by our regulator, the Financial Conduct Authority. For example, before we provide you with our advice, we'll add together all the costs and charges payable by you, so that you're able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.

PROTECTION

For advice on non-investment protection policies, we'll base the fee for this element of your advice on the commission supplied by the recommended product provider. We may be able to provide you with an estimate of the amount before we carry out any business for you. Where the commission offered by the provider doesn't meet our minimum fee level, we'll agree an additional fee with you to make up the difference.

In respect of any regular premium protection policy which we've arranged for you, should you subsequently cease to pay premiums on the policy and in consequence we're obliged to refund the commission that has been paid to us, by the provider, we reserve the right to charge you a fee representing the amount we've had to repay.

A typical example of the commission we could receive from a policy is set out below:

A death in service benefit cover for 26 employees with a sum assured of £4,670,000 providing a lump sum equal to 4x salary is an annual reviewable premium of £3,080.

Any commission we receive from the product provider will be used to offset your fixed fee. For example; if our fee for providing an annual service to you was agreed at £6,000 p.a. and it included arranging a protection policy, which paid us commission of £3,200, you would owe us £2,800.

PAYING FOR OUR SERVICES

Our charges will be settled via invoice which will be issued annually, or at the conclusion of a piece of advice where relevant. We can continue to receive fees that are currently paid via commission as set out in the earlier sections of this agreement.

We cannot accept payments by cash or by standing order. Our fees become payable on completion of our work and should be settled within seven days of the date of the invoice.

PROVIDING INFORMATION ABOUT YOUR CIRCUMSTANCES

You undertake to provide us with the information we require to help us to provide the agreed services.

Our advice can only be based on the information that you give so it's important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice, we give.

TREATMENT OF INFORMATION OR DATA RELATING TO YOU AS EMPLOYER AND YOUR EMPLOYEES:

To provide our services properly we'll need to collect information on your financial circumstances and in some circumstances your employees. We take your and your employees' privacy seriously and will only use personal information to deliver our services. Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you and to prevent money laundering or terrorist financing. Generally, this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). It's your responsibility to make sure that your employees are appropriately informed about their data that you'll share with us and about the lawful basis for you doing so.

We ask you to agree to be a **Joint Data Controller** with us by agreeing the terms outlined in these **Terms**. You'll be responsible for providing your employees with information via your internal privacy notice about the processing of their data in general. This should include the sharing of their data with third parties (named and categorised) including the company/companies that you use to deliver their employee benefits package, i.e. Castlefield. We'll issue you with our Privacy Notice. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we'll hold on you and your employees. Your Privacy Notice should identify you as the initial point of contact for data protection issues.

As part of these **Terms** we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above.

We adopt a transparent approach to the processing of all personal data. Sometimes, we may need to pass your or your employees' personal information to other organisations. In respect of a **Workplace Pension Scheme**, we'll need to pass certain personal details to the product or service provider. We may engage the services of third-party providers of professional services in order to enhance the service we provide to you. These parties may also need to process both your and your employees' personal data in the performance of their contract with us. Personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/email /letter etc.). The organisation to whom we may pass your or your employees' details also has their own obligations to deal with your or your employees' personal information appropriately.

Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your and your employees' information is adequately protected.

Special categories of personal data: There are certain categories of personal data that are sensitive by nature. The categories include: Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. We don't expect to need to gather any special category of personal data relating to your employees in order to advise you on group pensions . In the event that information such as trade union membership details is passed on, it's your responsibility to make sure that you gain the consent of your employees for this and/or explain the lawful basis on which you're sharing this data.

For further details on how we process personal data, please refer to our Privacy Notice on our website. A written copy is also available on request. By agreeing to these **Terms**, you agree to us processing personal data in accordance with the Privacy Notice. In addition, you to agree take responsibility for providing our Privacy Notice to your employees.

The following Schedules (Schedule 1 and 2) represent the full range of services potentially available under our *Consultancy Charging Service*. Your personalised schedule of services depending on your exact requirements will be detailed in your accompanying Client Fee Agreement.

Schedule 1 - Group Personal Pensions and Group Stakeholder Pensions

What we can potentially provide (ongoing service):

Review of objectives

- Review of your objectives and budgets available
- Assistance with reviewing the type and level of benefit you wish to provide to your employees
- Obtain data on the membership to be covered so that full quotations can be prepared

Fund selection

- **Suitability report** to outline default funds to be offered and reasons for their selection including general guidance on life styling options

Employer meeting

- Meeting(s) to review and discuss objectives with follow up report and recommendations
- Agree requirements for assistance with employee communications and agree time to issue
- Agree timetable for review meetings to cover future ongoing operation
- Agree remuneration and method of payment to be confirmed by way of **Client Fee Agreement**

Member communications

- Provide employee presentation on scheme design recommended and subsequent updates on pension benefits generally
- Presentations to be an opportunity for all to ask questions and encourage those who have not joined to reconsider their position
- Prepare notes on scheme fund choices available and their risk profiles
- Provide details of default fund or funds and attributes of these funds and how they have been selected
- Provide details of online support and how to access this, confirming what can and cannot be done online

Salary sacrifice

- Discuss this option with you, outlining advantages and disadvantages. If agreed, confirm how any NI saving is to be treated
- If you wish to offer salary sacrifice then prepare announcement to potential members explaining this option
- Prepare exchange of letters template. This should not be considered regulated advice, but guidance based on our understanding of the current options.

Ongoing Service

- Agree timetable for regular review meeting to check that all aspects of arrangements are performing as they should and review any issues
- Annual review report to confirm continuing suitability of recommended provider and default funds
- Annual presentation to employees, discussing the scheme, changes to pension legislation and default fund performance along with general guidance on life styling options
- Provide an update in changes to **Auto Enrolment** legislation since the last review, the scope of this information is set out in Schedule 2

Schedule 2 – Auto-Enrolment Services

This service is aimed at clients who are already subject to **Auto Enrolment** legislation, so do not require guidance on implementation of the requirements.

- Guidance on the various contribution levels/bases that may be used by the employer, and employee eligibility terms
- Discussions regarding impact of auto-enrolment obligations, procedures and qualifying scheme requirements if applicable

What you're responsible for:

- You must provide us with full access to information concerning any existing pension schemes in place together with appropriate and up to date information regarding your financial circumstances
- Carrying out the appropriate assessment of your workforce. Various tools are available to assist you in this connection
- Establishing and monitoring the appropriate systems and controls to address all scheme management and administration requirements
- Maintaining accurate and complete scheme records safely for future reference
- Introducing a process of continuing monitoring of compliance against all regulatory requirements
- Managing a continuing process to deal with enrolment of all qualifying workers. Assistance may be provided by the pension scheme provider when you submit ongoing employee data to them
- Monitoring age/earnings continuously to identify where changes may be needed. Again, assistance may be provided by the pension scheme provider in this connection
- Supplying all necessary information to the pension scheme provider to enable all pension contributions to be monitored and controlled
- Processing all opt-in/opt-out requests and arranging for refunds to be paid out where appropriate
- Maintaining accurate and complete scheme records safely for future reference. Completing the appropriate periodic re-registration of the scheme with the Pensions Regulator
- Deciding on which contribution levels/bases are best suited to your business needs, guidance may be provided by your **Financial Planner**, if agreed
- Deciding on whether you wish to adopt a phased approach to making pension contributions if applicable

SECTION F - INDIVIDUAL SAVINGS ACCOUNTS (ISAS)

INTRODUCTION

This section applies if we provide you with services as an **ISA Manager**, where you wish to hold investments within a Castlefield **Stocks and Shares ISA**.

As well as acting as an **ISA Manager** we'll separately provide one of the following types of service, which are designed to be used in conjunction with a **Stocks and Shares ISA**:

- *Personal Portfolio Service* (Discretionary Investment Management); or
- *Self -Select Service* (Dealing only)

You must separately select one of these service types and agree to its own terms, alongside a **Stocks and Shares ISA** if you wish to take advantage of the latter

These **ISA Terms** should be read in conjunction with the relevant sections of the main **Terms** including:

Section A – General Terms (applies to all investors)

Section B – Personal Portfolio Service (Discretionary Investment Management) or

Section C – Self-Select Service (Dealing only)

The **ISA Manager** is Castlefield (a trading name of Castlefield Investment Partners LLP), The Hive, 51 Lever Street, Manchester, M1 1FN. The **ISA Manager** is authorised and regulated by the Financial Conduct Authority (which is at 12 Endeavour Square, London, E20 1JN). Firm registration number 432488. Castlefield has assumed certain powers and functions as the **ISA Manager** and these **ISA Terms** set out the relationship between the **ISA Manager** and you, the client.

To subscribe to a Castlefield ISA or to transfer an existing ISA to us, you'll need to complete and sign a separate **ISA Application Form** and/or **ISA Transfer Form**, which contains additional provisions and a declaration for you to make. Once you've signed the **ISA Application Form** you'll have agreed to the provisions specifically contained within it, along with those in the main **Terms**. To the extent of any conflict between the provisions of these **ISA Terms** and the main **Terms**, the provisions of the **ISA Terms** will prevail in respect of your Castlefield **Stocks and Shares ISA**.

All notices and instructions given by you to us should be in writing and delivered to us as detailed in the **Terms**. We reserve the right to refuse to accept instructions from you if they're contrary to these **ISA Terms** or if in implementing them we'd be in breach of the rules or regulations specifically relating to the operation of ISAs.

COMMENCEMENT

If you already have a Castlefield **Stocks and Shares ISA** these **ISA Terms** will now replace any previous version. For new ISA clients, our appointment as the **ISA Manager** under these **ISA Terms** will begin once we've received a properly completed and signed **ISA Application Form** and (if applicable) an **ISA Transfer Form** from you, together with a payment (via electronic transfer) and/or eligible investments equal in value to the amount of your intended subscription. We'll also need certain information from you to satisfy the anti-money laundering rules.

We reserve the right not to accept your application or transfer to us. If we accept your application or transfer to us, we'll write to you confirming this and provide you with details of the value and breakdown of ISA including your account number.

YOUR RIGHT TO CANCEL

You have the right to cancel your **ISA Application** or **ISA Transfer** within 14 calendar days from the date we confirm receipt of your signed application form and have opened your account. If you instruct us to cancel the **ISA Application** or **ISA Transfer** this will not count as a subscription to an ISA for that tax year.

If you wish to exercise your cancellation rights, please write to us before the end of the cancellation period. If you decide to cancel after the 14 day cancellation period has expired, you may still ask to cancel your investment but your investment may have fallen in value by then and you may get back less than you originally invested.

ISA SUBSCRIPTIONS

You can make subscriptions to an ISA if you're eligible and as permitted by the **ISA Regulations**, including any subscription limits set out in the **ISA Regulations**. The current annual allowance figure is available from HMRC. Whilst you can subscribe to multiple **Stocks and Shares ISAs** in the same tax year, you may only subscribe to one ISA held with us, per tax year. Total subscriptions in any tax year must not exceed the **Annual Subscription Limit**.

Subscriptions to your ISA may be made by you in any of the following ways:

- cash deposit/transfer (in respect of cash held by you personally);
- the sale of **Qualifying Investments** held outside an ISA and their repurchase within your account (known as "Bed and ISA"); for example, from your General Investment Account (GIA)

If you request any subscription amounts to be returned to you prior to their investment, we'll return them to you without paying interest to you. If you request any subscription amount to be returned to you, unless your request is made as a result of and in accordance with, your cancellation rights as set out above under the heading 'Your Right To Cancel', the subscription amount returned to you will count towards the **Annual Subscription Limit** for that tax year. However, as we provide a "**Flexible ISA**" arrangement, any cash withdrawn from your ISA (whether comprising a returned subscription amount or otherwise) and replaced in the same tax year, will not count towards your **Annual Subscription Limit**.

We'll take reasonable steps to ensure the prompt processing of a fully and correctly completed application for any subscriptions to an ISA and we'll acknowledge your instructions by acting upon them.

Your initial subscription to open an ISA must be made by completing the **ISA Application Form**, which will be a 'continuous' ISA application for the tax year of application and for subsequent tax years. This means that there will be no need for you to complete a new **ISA Application Form** in subsequent tax years, provided that we receive a subscription from you in each subsequent tax year. Should we not receive a subscription from you in a subsequent tax year, you'll be required to complete a new **ISA Application Form** for the next tax year in which you choose to subscribe to your ISA.

Where you use the *Self-Select Service* you must arrange for subscriptions to be made to your ISA each tax year and must then tell us how to invest them.

FLEXIBLE ISA

We offer a **Flexible ISA**. This allows you to replace, in whole or in part, cash you have withdrawn, without the replacement counting towards your **Annual Subscription Limit**. Flexibility can only be offered in respect of cash held in a **Stocks and Shares ISA** (including from the sale of investments). A cash withdrawal may be in the form of interest, dividends or sale proceeds, under the **ISA Regulations**.

Castlefield will accept a repayment into your Castlefield ISA of all or part of the withdrawal amount subject to the following provisions;

- the repayment is made within the same tax year as the withdrawal
- the repayment is made into the same ISA as it was withdrawn from. If you transfer the ISA, you lose the ability to replace any unused flexible replacement amount after transfer
- any payment received from you is deemed to be a replacement first of the amount withdrawn, before any additional payment can be viewed as new subscription
- any payment received from you which exceeds the amount previously withdrawn in that tax year will be viewed as a new subscription and will be subject to normal ISA subscription rules

- where you have subscribed to a Castlefield **Stocks and Shares ISA** in the current tax year, any withdrawal of cash is deemed to be first made out of the current year's subscription. Your subscription balance will therefore be reduced accordingly. However, even where your full subscription is withdrawn and not repaid into your Castlefield ISA, you will still have made a current year subscription to a Castlefield ISA and cannot subscribe to a different **Stocks and Shares ISA** in that tax year
- withdrawals of stock will not create a **Flexible ISA** allowance.

You may not make **Additional Permitted Subscriptions** into a **Flexible ISA**.

Certain types of withdrawals are ineligible for flexibility under the regulations and aren't considered as eligible flexible withdrawals (and may not be repaid) under HMRC's rules. With a **Flexible ISA**, your ISA allowance is unchanged, so you can only subscribe in the current tax year up to your ISA allowance. The amount that will count towards your annual ISA allowance is the net balance of money paid in less money taken out.

GENERAL ELIGIBILITY PROVISIONS FOR ISAS

Only qualifying Individuals are eligible and permitted to subscribe to a **Stocks and Shares ISA**. A qualifying Individual:

- is 18 years of age or older; and
- is resident in the UK (England, Wales, Scotland and Northern Ireland) or is a Crown employee serving overseas or married to or in civil partnership with a Crown employee serving overseas

If you're not eligible for an ISA when making your application for the Castlefield **Stocks and Shares ISA**, then any subscriptions made by you may be voided and returned to you and the tax benefits and exemptions of an ISA will not apply.

If, having previously subscribed to your ISA, you later cease to satisfy the eligibility requirements for ISAs in general, then your ISA will continue to receive the tax benefits and exemptions, but you won't be eligible to make any further subscriptions until such time as you meet those eligibility requirements again.

You must inform us immediately in writing if you cease to be resident in the UK or otherwise cease to be a qualifying Individual or if any of the declarations made or information given in the **ISA Application Form** or **ISA Transfer Form** stop being true or accurate. This is important as it may affect the tax status of your ISA.

Please note that, where we're acting as the **ISA Manager** and you're also taking advantage of the Personal Portfolio Service or Self-Select Service , we won't provide you with a personal recommendation as to whether or not an ISA is suitable as a form of investment product in your own particular circumstances. You'll have to decide whether you wish to take advantage of an ISA or not and if you wish to do so you'll then need to complete the necessary **ISA Application Form**. These **ISA Terms** will then apply. If you need help with deciding whether an ISA is suitable or not a **Financial Planner** will be able to assist you.

All contributions to the ISA, whether by subscription or otherwise, will be restricted in general to investment in ordinary shares, **Collective Investment Schemes** such as unit trusts and/or such other investments without restrictions as to their type as may be permitted by the **ISA Regulations** and the main **Terms**. We may apply further restrictions, depending on which of our services you decide to take advantage of. Please note that, in the case of the *Personal Portfolio Service*, the FCA's cancellation and withdrawal rights for **Collective Investment Schemes** do not apply.

Where we rely on an instruction which we believe to have been validly given, even though this may not in fact turn out to be the case, as the result of fraud or wrongdoing on the part of any person (other than us, as the **ISA Manager**, or any of our employees or agents), such an instruction will be considered to have been valid as between you and us under these **ISA Terms**.

Cash subscriptions to the ISA can only be invested at the price(s) applicable at the time of acceptance of the application or as soon as practicable thereafter. The exact timing of purchases or sales will depend on the nature of the service you've separately asked us to provide and may or may not require separate authorisation from you. We'll purchase **Qualifying Investments** at the prevailing open market price or, for authorised funds, at the dealing price for purchase transactions. The purchased **Qualifying Investments** will then be added to your account.

As the **ISA Manager** we'll receive and hold cash subscriptions, ISA investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash in the ISA and will claim relief from tax as appropriate.

QUALIFYING INVESTMENTS

Only **Qualifying Investments** may be held within an ISA. You (or the person authorised by you to make investment decisions on your behalf) are solely responsible for making sure that the investments held within your account are **Qualifying Investments** for the purposes of the **ISA Regulations**, located on HMRC's website. If instructions are given to purchase any investment that is not a qualifying investment, you'll be liable to meet any costs or other liabilities that we may incur in order to rectify the matter.

MANAGEMENT OF YOUR ISA INVESTMENTS

Acting as the **ISA Manager,** we'll arrange for any income produced by your ISA investments to be reinvested or paid out, based on what you've previously formally asked us to do.

We may employ agents and may delegate all or any of our powers or duties to any delegate or delegates of our choice. We'll make sure that any person to whom duties are delegated is competent to carry out those duties as far as practicable. We won't be liable for the negligence or misconduct of any agent or delegate except where we've been negligent in our choice and provided that this doesn't exclude or restrict any liability towards you, which may exist under the rules of the FCA.

YOUR MONEY

Your money will be held and managed by **Pershing Securities Limited (PSL)** in accordance with the appropriate clause within *Appendix 1:* **Pershing Securities Limited** *Terms of Business* of the main **Terms**. Uninvested money (i.e. money not immediately required to settle an investment transaction) will attract interest at a rate set by Pershing as part of the money management service it provides to you. The basis of calculation of this rate is as set out in the **Terms** as is information concerning the regularity with which interest is credited to your ISA account.

CUSTODY OF YOUR ISA INVESTMENTS

Your investments will be held for your beneficial ownership and will be held in safe custody by PSL in accordance with the appropriate clause within the **Pershing Securities Limited** *Terms of Business*. Share certificates or other documents evidencing title to the investments will be held in either their physical possession, or in uncertificated form in **CREST** and if so, will be registered in the name of a PSL nominee company, in accordance with FCA rules. Shares or certificates or other documents of title to investments held within the ISA may not be lent to a third party and neither we, as the **ISA Manager,** nor you may borrow money against the security of those investments.

How we, as the **ISA Manager**, will deal with the rights attaching to the investments held within your **Stocks and Shares ISA** will in turn depend on the additional service you've asked to take advantage of. Please see the appropriate section of the **Terms** for details of the *Personal Portfolio Service* and the *Self-Select Service*. Neither we, as the **ISA Manager,** nor PSL as the nominee shall be responsible in any way for the exercise or failure to exercise such rights.

REGULAR STATEMENTS

We'll send you a regular statement, usually via the **Secure Portal**. This will show the capital value of your investments , the amount of any interest and dividends that have been paid into your account, together with sales and purchases over the preceding reporting period. Tax on the income of qualifying bonds and fixed interest stocks, if deducted at source, is reclaimed on your behalf. The statement will also show how much cash is being held on deposit within your account and the fees and charges you've paid.

TRANSFERRING YOUR ISA TO CASTLEFIELD

If eligible, you may transfer an ISA that's currently held with another **ISA Manager** to us by submitting an **ISA Transfer** request form to us. We reserve the right not to accept certain investments as part of the transfer and any transfer will always be subject to the **ISA Regulations**. If any documents we need to bring about a transfer to us are unavailable or are incomplete, all documents including any instructions may be returned to you for completion. This may delay the transfer process.

TERMINATION OR TRANSFERS TO ANOTHER ISA MANAGER

You may choose to terminate your ISA or transfer your ISA to another **ISA Manager** in full, or in part. On receipt of your written instructions, we'll do our best to follow your instructions within a reasonable time, which won't be more than 30 days from receipt of your instructions. If you intend to transfer your current investments to an ISA with another **ISA Manager**, rather than cashing them in, you should not request a withdrawal but you should instead request an **ISA Transfer** by completing the relevant transfer request form. See the relevant sections below for more information.

TERMINATION/WITHDRAWAL

To obtain the proceeds of the ISA by means of a withdrawal, you should instruct us in writing. We'll then redeem the investments in the ISA at the ruling price at the time and we'll then forward the proceeds to the bank account attached to your account. The sale proceeds will be determined by multiplying the total number of shares or units being sold by the share or unit price applicable after we receive your valid instructions and will include any uninvested cash. Any applicable costs will be deducted from the proceeds before they're sent to your bank account. If you withdraw funds from your ISA you may lose the ISA benefits for the withdrawn funds.

As the **ISA Manager** we may also terminate our **Agreement** with you on the giving of notice in writing or on immediate notice if required to do so by any competent regulatory authority. We reserve the right to terminate the **Agreement** without notice if:

- you commit any offence involving fraud or dishonesty;

- an order is made or resolution passed for the liquidation or winding up of the client , whether compulsory or voluntary (other than for the purpose of a bona fide reconstruction or amalgamation of a solvent company); you compound with or enter into any arrangement or composition with or for the benefit of your creditors (or proposes to do so) including any voluntary arrangement as defined in the Insolvency Act 1986; or the if you are unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986;
- a receiver, another **ISA Manager**, trustee or similar officer is appointed or an encumbrancer takes possession with respect to the your assets, undertaking or revenues or any distress, execution or other process is levied or enforced or served out upon or against any part of the your assets, undertaking or revenues;
- a petition is presented for the making of an administration order under the Insolvency Act 1986 in respect of the you.

TRANSFER TO ANOTHER ISA MANAGER

On receipt of a written request from you , all or part of the investments held within your ISA (along with all the rights and obligations attaching to them) may be transferred to another **ISA Manager**. You may choose to transfer current year subscriptions in whole and/or previous years subscriptions in whole or in part, to another **ISA Manager** at any time. We reserve the right to charge an administration fee to cover the costs of transferring the ISA to another **ISA Manager**. This fee will not currently exceed £25 although we may increase it subject to ninety days' notice to you. You may stipulate a time limit within which any such transfer to you or another **ISA Manager** is to be made. The time stipulated must be reasonable. We'll comply with this request as soon as it's reasonably practical to do so and the ISA (with all applicable rights and obligations) will then be transferred to another **ISA Manager** in accordance with the **ISA Regulations** relating to transfers. This will not be more than 30 days from receipt of your instructions. We may need more time to transfer your ISA if there are investments held which, for example, have had their trading suspended.

If the documents we need to be bring about a transfer are incomplete, we may have to return them to you for completion. This may delay the transfer process.

IN THE EVENT OF YOUR DEATH

If you die whilst still holding an ISA, it will be designated as a continuing account of a deceased investor (called a 'continuing account') and will remain so until the earlier of:

- the completion of the administration of your estate;
- receipt by us of instructions from your executors to close the account; or

- the third anniversary of your death.

Upon the earliest occurrence of any of these above events the continuing account will terminate and all subsequent income and gains will become taxable.

No subscriptions (including replacement flexible subscriptions), can be made into a continuing account of a deceased Investor. Upon being informed of your death, we'll cease to provide discretionary investment management services in relation to the investments held in the ISA account (for example, if you took advantage of the *Personal Portfolio Service* before your death). However, we'll be able to resume providing the *Personal Portfolio Service* where your personal representatives have provided us with the appropriate documentation and have entered into a new **Agreement** with us. Funds held within the account continue to benefit from ISA tax advantages, and any interest, dividends, or gains in respect of investments held in a continuing account of a deceased investor are exempt from tax. Once the ISA account of the deceased client discontinues, all subsequent income and gains will become taxable.

Where death is on or before 5 April 2018 the ISA can't be a continuing account and the ISA will have terminated on death. In that case any interest, dividends or gains in respect of investments arising after the date of death will not be exempt from tax.

The investments held in the ISA account will be transferred, outside of the account and then held to the order of your personal representatives, pending receipt of their further instructions, subject to deduction of any amounts due to us. Notwithstanding the termination of the account status, our rights and powers under these **ISA Terms** shall continue and shall bind your personal representatives.

On termination of your ISA on death or termination of a continuing account the cash and investments within it will (subject to any deductions or retentions on account of any amounts to which we're entitled) be paid or transferred to your personal representatives after receipt by us of suitable proof of the grant of probate or letters of administration. After the assets and cash have been transferred from a continuing ISA the account will be closed.

We'll produce a statement for the ISA or continuing account (as applicable) at the date of closure in accordance with HMRC's rules and guidance.

ADDITIONAL PERMITTED SUBSCRIPTIONS (APS)

Upon your death, it may be possible for your ISA benefits to be passed on to your spouse or civil partner via an **Additional Permitted Subscription (APS)** allowance, either in cash or using non-cash assets (i.e. in specie). Subject to the **ISA Regulations**, your spouse or civil partner may, in addition to their own ISA allowance, be allowed to invest into their own ISA additional subscriptions.

Subject to the **ISA Regulations**, an **Additional Permitted Subscription** made in cash must be made within three years of the date of death, or if later, within 180 days of the completion of the administration of your estate, as the deceased ISA holder. An **Additional Permitted Subscription** using non-cash assets (i.e. in specie) must be made within 180 days of the beneficial ownership of the assets transferring to the surviving spouse or civil partner.

If you are eligible for an **Additional Permitted Subscription** under HM Revenue and Customs rules, following the death of your spouse or civil partner, please contact your **Client Manager** or **Financial Planner**.

FEES AND CHARGES

We don't presently charge for acting solely as the **ISA Manager**. This is because our role as **ISA Manager** is ancillary to other services for which we're paid by you. These other charges and the services to which they relate are as set out in *Appendix 2* of the main **Terms**.

ISA REGULATIONS

As the **ISA Manager,** we'll let you know if, by reason of any failure to satisfy the provisions of the **ISA Regulations**, your account has, or will become, no longer exempt from tax.

DATA PROTECTION

We undertake to respect and protect the confidential information we acquire as a result of acting as your **ISA Manager**. A possible exception to this undertaking will be where the **ISA Terms** themselves give us a right or impose an obligation on us to disclose information. Examples could be where we're legally obliged to disclose information, or where a regulatory agency requires this. These could include the likes of the Financial Conduct Authority, the Bank of England, the Panel on Takeovers and Mergers and any Recognised or Designated Investment Exchange. We also have the right to disclose information to our own professional advisers, where reasonably necessary for the performance of our professional services. Please refer to our Privacy notice on the website.

TAX

We're required to collect and disclose certain information to relevant tax authorities, including HMRC, regarding our clients. You agree to disclose information about yourself fully and accurately when requested by us to do so. We're not responsible for the management of your tax and legal affairs, nor the tax filings or payments on your behalf. We don't offer tax advice. We recommend that you obtain tax and or legal advice tailored to your own individual circumstances. The tax regime applicable to ISAs is subject to legislative change and any tax relief will depend on your own personal circumstances. Claims in respect of tax shall be made by us, as the **ISA Manager,** in accordance with the **ISA Regulations** and otherwise at such times and in such manner as we consider to be appropriate. To the extent that the ISA holds investments issued outside of the United Kingdom any withholding taxes suffered in respect of income or other profits arising may not be reclaimable. To the extent that such withholding tax is reclaimable, it shall be at our sole discretion as to whether such a claim is made, or if it is made, pursued, on behalf of the ISA.

AMENDMENTS

These **ISA Terms** may be amended by us, the **ISA Manager,** by giving you written notice, in order to comply with changes in the **ISA Regulations** or to satisfy any other legal or regulatory requirements, or if there is any change in circumstances which in our opinion makes it impossible or impracticable to carry out any part of these **ISA Terms.** We'll notify you if by reason of any failure to satisfy the provisions of the **ISA Regulations**, the ISA has or will become void. Where both possible and practical, we'll do our best to give you 30 calendar days' written notice of any amendment.

SECTION G - GLOSSARY

Agreement	These Terms and Conditions plus the **Client Information Form**, which collectively represent our legal agreement with you and **Pershing Securities Limited's** (PSL's) legal agreement with you.
Additional Permitted Subscriptions (APS)	This is an allowance for a surviving spouse or civil partner of a deceased individual to make extra contributions to their own ISA, equivalent to the deceased's ISA balance at the time of death. This allowance is in addition to the standard annual ISA allowance and allows the surviving partner to continue benefiting from tax-free savings and growth on the deceased's ISA value.
Annual Subscription Limit (ISA)	The ISA **Annual Subscription Limit** is the maximum amount that an individual can contribute to their Individual Savings Account (ISA) in a single tax year without being subject to income tax or capital gains tax on the returns.
Appropriateness	The requirement to undertake an **Appropriateness** assessment applies to non-advised sales of complex investments. It aims to increase investor protection in the non-advised market and applies to all investment services that are not covered by the suitability requirements, being execution only business, or any other specific exemption. (Advised sales and discretionary management services are covered by the suitability requirements.) If we consider, after undertaking an **Appropriateness** assessment, that the product is not appropriate for you, we are obliged to warn you that this is the case. The firm is under no obligation to accept or process this business.
Auto Enrolment	**Auto enrolment** means that, as long as an individual qualifies, their workplace must enrol them into a pension without asking permission, subject only to that individual's right to opt out proactively. This will allow the individual and the workplace to pay money into the pension to build up pension savings.
Financial Planner(s)	A Castlefield this is a professional who provides advice and guidance to clients, helping them make informed decisions about products, services or investments. Other firms may refer to this role as a '**Financial Adviser**'.

Client Fee Agreement	Where we agree to provide advice for our financial planning services, we will provide you with a fee agreement in advance detailing the fees payable for the advice. Irrespective of whether our advice results in you buying or changing any investment product or policy or indeed whether you decide to accept our advice at all, you agree to pay us a fee for the advice and service we provide. When you sign the **Client Fee Agreement** you will also be accepting these **Terms**.
Client Information Form	The document you will complete with information pertinent to the establishment and maintenance of your account and then sign, as an indication of your acceptance of these **Terms**. The document may be completed via the **Secure Portal** or in some cases using a paper document.
Client Manager(s)	At Castlefield, your **Client Manager** will agree your requirements at the outset, review them with you from time to time and keep you informed about the progress of your portfolio. The **Client Manager** will be your point of contact for all queries and will assist in maintaining your personal information and records. **Client Managers** do not offer financial planning or tax planning services.
Client Money and Assets	**Client Money or Assets** means any money or assets that a regulated firm receives from or holds for, or on behalf of, a client in the course of, or in connection with, its regulated business. The FCA requirements for firms holding **Client Money and Assets** are set out in the FCA's Client Assets Sourcebook [(CASS) sourcebook]. These rules are designed to ensure the safety of **Client Money and Assets** if the firm the client deals with fails. By choice, CIP has not sought the permissions to hold client money or assets directly. A custodian with the appropriate permissions is appointed for this purpose. The CASS rules also contain provisions relating to client mandates. For example, when providing discretionary investment management services. Castlefield obtains a client's mandate to manage their investments on a discretionary basis and ensures that there are the appropriate procedures and controls to make sure the client's authority is used appropriately.
Collective investment scheme (CIS)	Often referred to as a fund. A CIS involves investors pooling their money with other investors, to buy investments as part of a mutually owned fund, which is typically professionally managed by a third party. Examples of CISs are unit trusts or open ended investment companies (OEICs).

Complex Investments	Those investments which are not '**Non-Complex**' as set out below.
Consumer	A natural person acting for purposes outside of their trade, business, or profession. This means a consumer is an individual buying a product or service primarily for personal use, rather than for business purposes.
Consumer Duty	A set of rules introduced by the Financial Conduct Authority (FCA) in the UK to enhance consumer protection in financial services. It requires firms to act to deliver good outcomes for retail customers and to put their customers' interests first.
CREST	Certificateless Registry for Electronic Share Transfer is the UK's central securities depository, replacing traditional share certificates with an electronic system for holding and transferring securities. It allows for efficient settlement of transactions and ensures the smooth operation of financial markets. Instead of holding physical share certificates, investors can hold their shares electronically within **CREST**
Distributor(s)	Firms are distributors if they offer, sell, recommend, advise on, arrange, deal, propose, or provide a product or service, including at renewal. For example, a discretionary manager creating its discretionary management services, such as model portfolio service, tailored or bespoke solutions, or an advisory firm creating its own advice proposition and menu of services.
Diversified liquidity strategy	A strategy available only to charity clients, who have a diversified liquidity objective. Access to a cash management fund selected by the discretionary management team.
Execution only	An investment transaction carried out by us upon your instructions, in circumstances where you do not expect our advice on its merits or where, having expressed our view on its merits, you decide to proceed against our view.
Financial Adviser(s)	A professional who provides advice and guidance to clients, helping them to make informed decisions about products, services or investments. At Castlefield we refer to the person who carries out this role as a '**Financial Planner**'.
Financial Services and Markets Act (FSMA).	FSMA provides the framework within which a single regulator for the UK financial services industry, the Financial Conduct Authority, operates. It equips the authority with a full range of statutory powers and creates the Financial Services and Markets Tribunal. FSMA also establishes the framework for single ombudsman and compensation schemes to provide further protection for consumers.

Flexible ISA	A type of Individual Savings Account (ISA) that allows individuals to withdraw money and then put it back in during the same tax year without affecting their **Annual Subscription Limit**, subject to **ISA Regulations**.
Group Personal Pension	A **Group Personal Pension** (GPP) is a type of **Workplace Pension Scheme** where the employer arranges a pension on behalf of their employees. Each employee has their own individual pension plan within the group scheme, and the employer may also make contributions. The pension is a contract between the employee and the pension provider chosen by the employer.
Group Stakeholder Pension Scheme	A **Group Stakeholder Pension** is a type of personal pension designed to be accessible and easy to use. It has low minimum contributions, capped charges and must meet government standards to help ensure that there is flexibility.
Insistent Client	An **Insistent Client** is a client who, despite receiving professional advice or a personal recommendation, chooses to proceed with a transaction or course of action that is different from that which was recommended and requests the firm to facilitate it. Castlefield is unable to act on an insistent basis.
Investment Manager(s)	The person or team responsible for managing investments on behalf of a collective investment scheme or individual client and responsible for carrying our the day-to-day activities at the heart of a discretionary investment management service.
ISA Application Form	A document used to open a new ISA or make changes to an existing one. It typically includes sections for personal details, ISA type selection, declarations, and authority to hold investments.
ISA Manager	An **ISA Manager** is a financial institution, approved by HM Revenue and Customs (HMRC), that manages Individual Savings Accounts (ISAs) for investors. This role is separate to that of **Financial Planner** or **Investment Manager**, which Castlefield may also take on for you.
ISA Regulations	Means the Individual Savings Account Regulations 1998.
ISA Terms	ISA Terms & Conditions which relate to Individual Savings Accounts. The **ISA Terms** relate to Castlefield's separate role as **ISA Manager**, where you wish to subscribe to or hold a Castlefield **Stocks and Shares ISA**.
ISA Transfer Form	A document used to request the transfer of your ISA savings from one provider to another, or from one type of ISA to another. It's essential for maintaining the tax-free status of your savings when moving them.

Joint Data Controller	A term used in connection with data protection legislation. Controllers are the main decision-makers – they exercise overall control over the purposes and means of processing personal data. If two or more controllers jointly determine the purposes and means of processing the same personal data, they are joint controllers.
Manufacturer(s)	Firms are **Manufacturers** if they create, develop, design, issue, manage operate or carry out a product or service. This means that the definition of manufacturer includes: ▪ An adviser firm creating: □ Its advice proposition and menu of advice services □ A Centralised Investment Proposition (CIP) or Centralised Retirement Proposition (CRP) which may or may not include the use of a discretionary manager □ An advised model portfolio service ▪ A fund manager designing and operating a fund ▪ An investment manager creating its menu of discretionary management services: Model Portfolio Service (MPS), tailored solution, bespoke solution ▪ An investment platform ▪ A **Manufacturer** will be a **Manufacturer** of its own proposition. In 'manufacturing' its own proposition, it may also be a '**Distributor**' of third-party products / services. For example, an adviser firm will be 'distributing' products, for example, funds, through its advice proposition and a discretionary manager will be 'distributing' the funds / financial instruments it includes when it 'manufactures' its discretionary management service.
Non-Complex	Those investments which are not **Complex Investments** and therefore of a straightforward nature. **Non-complex investments** include most shares and regulated funds, where there is a clear link between the investment itself and the risk assumed by the investor. Where this link is more difficult to understand or is not straightforward and where we do not manage or advise on your investments, we are required to check with you that the proposed investment is 'appropriate' under FCA Rules. This is despite us not undertaking to provide you with any advice on the suitability of the investment concerned.

Occupational Pension Scheme	**Occupational Pension Schemes** are set up by employers to provide pensions for their employees. There are two different types of **Occupational Pensions**: final salary schemes and money purchase schemes.
Partner	A member of Castlefield Investment Partners LLP
Pershing Securities Limited (PSL)	PSL is a subsidiary of the Bank of New York Mellon, a global financial service company. It is a UK based firm authorised and regulated by the FCA. PSL provides services to our clients in order to carry out the investment transactions we request them to execute or arrange for our clients and to hold the related investments and cash in safe custody.
Qualifying Investments (ISA)	Are those that are specifically allowed within the ISA wrapper and can benefit from tax-free growth. These investments can include a variety of assets, but they are not all-inclusive and must adhere to specific rules set by the government. For example, a **Stocks and Shares ISA** can hold investments like shares, bonds, and various funds.
Restricted Advice Service	The advice service offered by an FCA authorised and regulated firm to retail clients, which is not 'Independent', as defined under FCA rules relating to the provision of personal recommendations. A restricted service operates within a defined scope or set of parameters, meaning that the firm concerned can only recommend certain pre-defined products or product providers.
Retail Client(s)	A **Retail Client** is defined under FCA Rules as someone who is not a professional client or an eligible counterparty (broadly, any financial institution or undertaking). **Retail Clients** are offered the maximum investor protection under the law.
Secure Portal	A **Secure Portal** is a web-based application or platform that provides secure access to information and resources, often with stricter authentication and access control measures than a regular website. It's designed to protect sensitive data from unauthorised access and cyber threats, ensuring only authorised users can view and interact with the information.
Self Invested Personal Pension (SIPP)	A **Self-Invested Personal Pension** (SIPP) is a pension plan that lets you choose how your savings are invested. A SIPP is a type of defined contribution personal pension, which means the value of your pension pot at retirement depends on the amount you pay in and the performance of your investments.

Stakeholder Pension	A **Stakeholder Pension** is a type of personal pension designed to be accessible and easy to use. It has low minimum contributions, capped charges and must meet government standards to help ensure that there is flexibility.
Stocks and Shares ISA	An ISA which can invest in '**Qualifying Investments**' in accordance with the **ISA Regulations**.
Suitability Assessment	A **Suitability Assessment** involves firms taking reasonable steps to ensure that a personal recommendation or decision to trade is suitable for their client. This includes understanding the client's knowledge, experience, financial situation, and investment objectives, as well as assessing the risks and benefits of the investment.
Suitability Report	A report which is provided to a client where a firm makes a personal recommendation to that client. The report will specify the client's demands and needs; explain why the firm has concluded that the recommended investment or policy is suitable or the client, having regard to the information provided by the client; and explain any possible disadvantages of the investment or policy for the client.
Target Market	A **Target Market** refers to a group of **Retail Clients** with shared characteristics, needs and objectives for whom a product or service is designed, as identified by its manufacturer.
Target Market Assessment (TMA)	Carried out by a **Distributor** of the service, to ensure the service is designed for the end client known as the '**Target Market**'.
Terms	The terms and conditions which apply to the services we offer to **Retail Clients**.
Third Party Provider Fee	A fee that Castlefield charges to those clients in receipt of ongoing advice which is based upon the proportion of assets under our care that are not managed on a discretionary basis by us.
UK Stewardship Code	The **UK Stewardship code** 2020, defines stewardship as the responsible allocation, management and oversight of capital to create long-term value for clients and beneficiaries leading to sustainable benefits for the economy, the environment and society. There are expectations about how investment and stewardship is integrated, including environmental, social and governance (ESG) issues. The Code consists of 12 Principles for asset managers and asset owners, and six Principles for service providers. These are supported by reporting expectations which indicate the information that should be publicly reported in order to become a signatory.

Valuation report	A periodic statement that provides details to you of your investments, including the values, past performance and transactions performed on your behalf.
Workplace Pension Scheme	A **Workplace Pension** is a retirement savings scheme arranged by an employer. It's a way to save for retirement by automatically deducting a portion of the employees pay, which is then invested to grow over time. The employer may also contribute to the scheme, and the value of the employee pension can fluctuate based on investment performance.

APPENDIX 1 – PERSHING SECURITIES LIMITED TERMS OF BUSINESS

1 Relationship between you, us and Pershing Securities Limited

1.1 To help us provide our services to you we have entered into an agreement with Pershing Securities Limited ("PSL") under which PSL provides **clearing and settlement, safe custody** and other associated services to our clients ("the PSL Agreement") in order to carry out the investment transactions we execute or arrange for our clients and to hold the related investments and cash. When we consider it necessary or desirable in connection with our services to you, we may agree with PSL that it will also provide other services, such as investment dealing services, under the PSL Agreement. The PSL agreement covers both us and you as one of our clients. Please note that any terms set out in bold in these terms of business are described further in the Glossary which is set out in Annex 1 to these PSL terms of business.

1.2 PSL is a company registered in England, company number 2474912. Its registered office is at Royal Liver Building, Pier Head, Liverpool, Merseyside L3 1LL. PSL is authorised and regulated by the Financial Conduct Authority ("FCA") which is located at 12 Endeavour Square, London E20 1JN. PSL is also a member of the London Stock Exchange ("LSE").

1.3 So that you can understand your rights and obligations in relation to the PSL Agreement, the main terms of the PSL Agreement which affect you are summarised below. If you have any questions about the PSL Agreement or these terms of business you should contact us to discuss this as soon as possible and before you accept the terms of business or instruct us to act for you. As with any agreement or contract, you should also take any independent legal, financial or other advice which you think you need before accepting these terms.

1.4 By accepting these terms of business, you agree that:

(a) we are authorised to enter into the PSL Agreement on your behalf, acting as your agent;

(b) accepting these terms means that there is a contract between you and us and also between you and PSL. As a result of that contract, you will be bound by both our terms of business and the PSL Agreement (as set out or summarised below);

(c) we may give instructions to PSL on your behalf as allowed by our terms of business and the PSL Agreement and may provide information about you to PSL. When PSL receives such instructions or information from us, PSL is entitled to rely on them without making any further checks or enquiries; and

(d) PSL is authorised to hold cash and investments on your behalf and can transfer such cash or investments from your account to meet your settlement or other obligations to PSL.

1.5 When you read these terms, it is important you understand that you will be a client or customer of ours, but you will also become a client of PSL for settlement and safe custody purposes.

1.6 We retain responsibility (including responsibility for complying with any related regulatory requirements) and PSL shall not have any responsibility for the following matters:

(a) our own operations;

(b) the opening of an account for you;

(c) the supervision and operation of your account for you;

(d) our ongoing relationship with you;

(e) making all necessary anti-money-laundering compliance checks;

(f) explaining to you the types of investments covered and any risks relating to investments, investment transactions or any investment strategy to be pursued on your behalf;

(g) accepting and executing orders for investment transactions, following your instructions or within the mandate given by you;

(h) any required assessment of the suitability or appropriateness of transactions and investments for you or, where permitted and necessary, warning you of any possible inappropriateness of an investment;

(i) if required, providing any investment advice to you or taking investment management decisions on your behalf;

(j) reviewing your accounts for market abuse, insider trading and compliance with FCA Rules and any other applicable legal and regulatory requirements to which we or you may be subject; and

(k) giving instructions to PSL which are proper, accurate and in accordance with any instructions or mandate you give us.

1.7 It is important that you understand that PSL is not responsible to you for the matters for which we are responsible. In particular, PSL will not provide investment advice nor will it offer any opinion regarding the suitability or appropriateness for you of any particular transaction or order. When it provides settlement and clearing or safe custody services, executes transactions or provides other services to you, it does so relying on the instructions and information we provide and is only responsible for following those instructions.

2 Client Classification and the roles and obligations of people acting together or for one another

2.1 For the purposes of the rules of the Financial Conduct Authority ("FCA Rules"), you will be classified as either a retail client, professional client or an eligible counterparty. PSL will rely on information received from us in relation to your status and will adopt the same client classification for you. We will notify you in writing if there is any change to this position.

2.2 If you hold an account jointly or otherwise hold assets jointly, with any other person, then you and any such other person(s) shall have **joint and several liability** to PSL. Examples of situations where such **joint and several liability** may arise are as follows:

(a) *Joint account holders:* As well as joint account holders being jointly and severally liable in the way described above, any payment or accounting made by PSL to any one or more of those account holders will be treated as made to all of them.

(b) *Trustees:* As well as the trustees of any trust being jointly and severally liable to PSL in the way described above, PSL will treat the trustees as its client and not any beneficiary of the trust. Any payment or accounting made by PSL to any one or more of the trustees will be treated as made to all of them.

(c) *Partners:* If a partnership is PSL's client then each partner will be personally, jointly and severally liable to PSL in the manner described above. Any payment or accounting made by PSL to any one or more of the partners will be treated as made to all of them.

(d) *Agents:* If you are an agent acting on behalf of someone else (whether or not that person (the "Principal"), has been identified to PSL as the person for whom you act) you will be treated as PSL's client under the FCA Rules and you will also be fully liable to PSL under these terms as if you were acting for yourself. You and your Principal will be jointly and severally liable in the manner described above.

3 Your Accounts with PSL

3.1 PSL will open and maintain accounts on its books in your name in order to provide its services to you. When PSL receives any cash and investments from you, or on your behalf, then it will record them in your accounts.

3.2 PSL will have the right at its absolute discretion to stop providing services under these terms and close any accounts it holds and maintains in your name which may occur, for example:

(a) if PSL is obliged to stop providing services under any applicable law or regulation (such as anti-money laundering provisions);

(b) if PSL is not able to provide the services effectively or providing the services would materially adversely affect PSL's operation;

(c) where you are in material breach of these terms or we are in material breach of the terms of the PSL Agreement;

(d) if providing the services to you or to us in relation to your account will have a materially adverse effect on PSL's reputation; or

(e) if your liabilities in relation to your account, and amounts owing by you to PSL, exceed or are likely to exceed the value of the cash and investments PSL holds for you.

We will notify you if PSL chooses to exercise this discretion and the reasons for its decision unless we or PSL are prevented from doing so by some legal or regulatory constraint.

3.3 You may at any time when there are no outstanding obligations owed by you to PSL, give notice in writing to us to stop receiving services from PSL and close your accounts with PSL.

3.4 If either you or PSL decide to close your accounts with PSL you will need to give instructions on the future custody of your investments so that PSL can transfer your money and investments (after deducting amounts owed to it) to your new custodian.

4 Communication and Instructions

4.1 PSL will only accept instructions for your accounts from us and not directly from you.

4.2 PSL may rely on and act on any instructions which PSL in good faith believes were given by us or our representatives. Such instructions can only be cancelled or changed if we give written notice to PSL sufficiently in advance to enable PSL to prevent the processing of the instructions. If PSL seeks instructions from us and we do not respond within a reasonable time, then PSL may take such action as it considers appropriate on the relevant matter. PSL is not responsible or liable to you for any delays or inaccuracies in the transmission of instructions or other information (or any resulting action or failure to act) where that delay or inaccuracy is as a result of factors outside the reasonable control of PSL. This means that if the delay or inaccuracy is not PSL's fault, then you cannot obtain redress from PSL.

4.3 There may be circumstances where PSL refuses to accept any order or other instruction for your account. For example, PSL may do so for any of the reasons set out in paragraphs 3.2(a) (e) above or where:

(a) the transactions falls outside the dealing criteria that PSL applies;

(b) PSL cannot carry out the instruction because it cannot access a market; or

(c) we or PSL do not have the necessary FCA permission to deal in a particular investment.

We will inform you if PSL refuses to accept an instruction and the reasons for its decision unless we or PSL are prevented from doing so because of any legal or regulatory constraint.

4.4 If you have any questions or concerns relating to your account with PSL, you should tell us and we will deal with PSL on your behalf. You should not contact PSL directly.

4.5 All communications whether written, spoken, electronic or in any other form between you, us and/or PSL shall be in English.

5 Dealing

5.1 If we are responsible for executing any order or transaction on your behalf, PSL will not owe you a duty of best execution under the FCA Rules or otherwise when it carries out transactions executed by us on your behalf. We shall be responsible for ensuring best execution and for any decision to aggregate transactions for you with those of other people.

5.2 We will normally agree with PSL that it is to execute transactions for your account when we transmit orders to it. When we do this, we have agreed that, rather than you, we will be PSL's client for the purposes of the FCA Rules. In order for PSL to provide **dealing** services for your account, you need to ensure that:

(a) where you are buying investments, there is sufficient cash in your account; and

(b) where you are selling investments, documents of title or transfer forms that are required are delivered to PSL,

in either case, prior to the execution of the transaction by PSL.

5.3 PSL will provide **dealing** or **execution** services on the following basis:

(a) execution by PSL will be subject to the FCA Rules and the rules of any investment exchange or other trading facility on which the transaction is executed;

(b) PSL will treat the instructions we give them as binding on you. Any express instruction from us to PSL on your behalf concerning order execution will override PSL's order execution policy and will remain binding on you;

(c) PSL will execute such orders in accordance with PSL's order execution policy as amended from time to time and provided to us;

(d) PSL may combine your orders with orders for its other clients or PSL's own orders. PSL will only do this if it considers that it is unlikely to work to the overall disadvantage of you or any of its clients involved however it is possible that aggregating orders in this way may sometimes operate to your advantage and sometimes to your disadvantage by giving you a higher or lower price than might have been the case if your order had been placed individually; and

(e) once PSL executes any transaction on your behalf, PSL will, unless you previously agreed otherwise, send a contract note to you. It is very important that you check the detail of all contract notes you receive and notify us (and not PSL directly) immediately if there is any error or if you have any question about them, because the contract note will be considered a conclusive and final record of any detail contained in it, unless we notify PSL of an error within 1 working day after receipt by you and in any event no later than the settlement date for the transaction concerned.

6 Settlement of Transactions

6.1 When transactions are undertaken on your behalf, they will be due for settlement in accordance with market requirements and the relevant contract note or advice. These settlement terms will vary dependent upon the market and securities dealt in. The contract note will specify the settlement date.

As stated above, it is your responsibility to ensure that PSL receives the necessary investments, documents or cash (as the case may be) in order for PSL to settle the transaction on your behalf. PSL must receive any cash in cleared funds in sufficient time prior to the settlement date in order that it can make the necessary payment.

6.2 You hereby undertake that any cash or investments held by or transferred to PSL by you will be free from any right of a third party to make claims against that money or those investments. In particular, it is your obligation to make sure that no other person will be entitled to:

(a) security rights over them, such as a **mortgage** or a **charge**;

(b) any right to withhold or retain them, such as a **lien**;

(c) any other rights to have any of the cash or investments paid or transferred to them or to prevent any transfer of such cash or investments from going ahead; or

(d) any right to be paid all or any of the proceeds of a transaction;

so that settlement on your transaction can take place.

6.3 In order to settle transactions on your behalf, PSL will need to deal with the other party to the transaction (the "counterparty"). If a transaction has to be settled through a **CCP** or **CSD** the specific provisions set out in Annexes 2 and 3 shall apply.

6.4 You agree that you will not have any rights to cash or investments which are due to be received by you following a transaction until you have performed your own obligations in relation to that transaction and PSL has been able to settle that transaction on your behalf. Similarly, PSL has no obligation to account to you for any such cash or investments until you have performed your obligations and the transaction has been settled. Until that has happened, PSL is entitled, without giving you any further notice, to sell or otherwise dispose of any such investments and apply the proceeds or any cash it receives in relation to the transaction in order to discharge or reduce any of your obligations in relation to the transaction.

6.5 PSL is not obliged to credit any cash or investments it receives to your account until it has received them in irrevocable and unconditional settlement of the relevant transaction without the sender being able to reverse the settlement or require redelivery. If for any reason PSL does credit cash or investments to your account earlier than this and PSL reasonably considers that irrevocable and unconditional settlement is unlikely to take place then PSL will be entitled to reverse the entry and require you to give back or redeliver the cash or investments or their equivalent.

6.6 In some cases, transactions will be subject to **netting**. You agree, in respect of any transaction which is subject to **netting**, to discharging the settlement obligations on a net basis in accordance with the rules of the relevant **CCP**, **CSD** or agreement with the counterparty. You acknowledge that if net settlement takes place then PSL will only be obliged to account to you for any investments or cash in connection with the transaction on a net basis.

6.7 If a transaction is undertaken on your behalf on non-UK markets, the specific provisions set out in **Annex 3** shall apply.

6.8 Transactions executed on your behalf may settle in the books of a **CCP**, **CSD** or other body or custodian combined with transactions for the account of other clients of ours. If this happens then PSL will allocate between our clients the cash or investments received by it or on its behalf as a result of the settlements in accordance with the client trades we have notified to it. If PSL receives cash or investments for trades that were intended to settle at the same time (but which, for whatever reason, do not do so), then PSL will allocate that cash or investments received by it on the following basis:

(a) in accordance with any priority for settlements determined by PSL prior to the transactions taking place;

(b) if transactions have the same priority, then the allocation will be in order of time, by reference to the intended settlement date of the transaction which we specified to PSL, so that the earliest in time will settle first in each case;

(c) where transactions have the same priority and intended settlement date, then the allocation will be by value so that the larger or largest trade by value (not by number of units or size) will be settled first in each case.

(d) where these allocations are necessary, they will also be subject to the operation of the relevant **CCP**, **CSD**, custodian or other entity. Such operations may include a **netting** rule or practice, automatic splitting of unsettled transactions or other automatic aggregation, splitting or allocation.

6.9 **Time shall be of the essence** with respect to any payment, delivery or other obligation of yours to PSL.

7 Client Money

7.1 Money held by PSL for your account, will be held in compliance with the FCA Client Asset Rules when these apply to the money. This means, amongst other things, that PSL will hold your money in a special designated client bank account which is an account kept separate from PSL's own funds.

7.2 When considering where that client bank account should be, PSL will exercise due skill, care and diligence and will periodically review the adequacy and appropriateness of any bank or credit institution where your money is deposited and of the arrangements for holding your money (such as which banks or credit institutions are used, the amount of client money deposited with the bank or credit institution and any use of fixed term deposits for client money). These requirements will not apply where your money is held with a central bank of a country. It is important to note that PSL is not responsible for any acts, omissions or default of a credit institution or bank chosen by it but only for taking care in its choice and monitoring.

7.3 When PSL holds your money in a client account it may be pooled with money belonging to other clients of PSL. Where funds are pooled in this way, you will not have a claim for the specific sum in a specific account. Your claim would be against the client money pool in general and if there is a deficiency in the pool you would share pro rata in that loss. Such a deficiency is likely to arise if a relevant bank or credit institution with which client money is deposited by PSL becomes insolvent or otherwise defaults on its obligations to pay out money when due.

7.4 If PSL holds money which is not immediately required to settle an investment transaction, such money will be deposited with a bank or credit institution, together with other clients' money. Money may earn interest at a rate determined by the relevant bank or credit institution. However, the amount of any interest on money that would be credited to your account and made available to you (subject to clauses 11 and 12.3), will be determined by us, and will be as notified by us to you from time to time. Any interest will be calculated on a daily basis and credited to your account every six months. We may decide not to credit your account if the amount of the interest falls below a threshold notified to you by us. Where we notify you of an interest rate lower than zero this denotes that a charge in the form of debit interest may be charged for that balance as notified to you by us.

7.5 If we, or PSL, are unable to contact you (for example if you move and fail to update your address with us), so that we are unable to deliver money held for your account to you, or you fail to respond to our communications requesting any instructions from you concerning such money, with the result that any of your money held by PSL is unclaimed, PSL may transfer such money to a pooled client unclaimed money account subject always to PSL undertaking to make good any valid claim by you. The money held in the client unclaimed money account will be held by PSL in compliance with the FCA Rules.

7.6 Sometimes we or PSL will undertake a transaction for you which requires your money or investments to be passed to a **Relevant Party** in order to meet the obligations under that transaction or as **Margin** or **Collateral**. When a **Relevant Party** is involved then any money or investments passed to the **Relevant Party** may be at risk in the event of its insolvency. By accepting these terms, you acknowledge that this is the case.

7.7 Please refer to the provisions of Annex 3 which will apply if your money is held by a credit institution or bank outside the UK or EEA.

7.8 PSL may use a bank which is affiliated to PSL to hold client money on your behalf subject always to any specific FCA Rules concerning the use of such affiliated bank.

7.9 Money held by PSL in pooled client money accounts as set out in this clause 7, may (in part) be deposited (where permitted under FCA Rules) into a fixed term deposit. Money held in fixed term deposits cannot be withdrawn by PSL until the fixed term expires. This means that the part of the client money pool (as described in clause 7.3 above) which is held in fixed term deposits would not be available for immediate (or next day) withdrawal by you and the return of such client money would be delayed until the fixed term expires. In addition, PSL would not be able to move client money held in a fixed term deposit until the expiry of such fixed term and therefore would not be able to mitigate the risk of any default or insolvency of the relevant bank or credit institution and the possible creation of a deficiency in the client money pool (resulting in a loss as described in clause 7.3) which may arise during such fixed term. By accepting these Terms of Business you acknowledge you are aware of and accept the risks set out in this clause 7.9.

8 Custody and administration of your investments

8.1 Subject to clause 8.2, where PSL holds investments for your account it will register those investments in the name of a **nominee company** controlled by PSL or by a member of PSL's group.

8.2 In some situations, for example where the rules of a particular market or **CSD** require, PSL will register your investments in the name of an **Eligible Custodian**. PSL will not usually register investments in your name but if it is required to do so, you shall remain responsible for the consequences of any such registration.

8.3 If your investments are held overseas the provisions of Annex 3 shall also apply.

8.4 When your investments (including any money held for your account are held by a depository or an **Eligible Custodian**, such depository or **Eligible Custodian** may have rights against your investments, arising out the operation of local law, local regulatory rules, or market practice which may include:

(a) security rights over them including but not limited to a **mortgage** or **charge**;

(b) rights to withhold or retain them, such as by way of a **lien**;

(c) other rights to have the asset paid or transferred to them or to prevent a transaction involving such asset from going ahead; and/or

(d) rights to be paid any or all of the proceeds of a transaction involving the asset.

PSL has agreed with the **Eligible Custodians** that such rights as set out in this clause 8.4 are limited to those in respect of debts arising out of (i) properly incurred charges and liabilities arising from the safekeeping, administration and provision of services (including the settlement of transactions as set out in clause 6) with respect to the investments held by the **Eligible Custodian**; or (ii) arise under the rules of a **CSD**, **CCP** or local settlement system.

8.5 PSL shall keep a record of your entitlement to your investments in situations where PSL or an **Eligible Custodian** (or a **nominee company**) have registered or recorded your investment in a combined account or pooled in some other way with investments belonging to other clients of ourselves, of PSL or of the **Eligible Custodian**. In such a situation you should note the following effects and by accepting these Terms of Business you expressly acknowledge and accept these risks:

(a) your individual entitlements may not be identifiable by separate certificates, physical documents or equivalent electronic entries on the register;

(b) In the course of settlement of transactions from the omnibus account (due to the nature of such holding and the operation of settlements into and from an omnibus account) circumstances could arise whereby your assets as held in the pool are used to satisfy the transaction of another client whose assets are also held in the omnibus account. You should note that Pershing has in place systems and controls to reduce the occurrence of such events and to mitigate the risk to you from such circumstances as required under FCA Rules;

(c) if there is an irreconcilable shortfall following any loss by or default of, PSL or the **Eligible Custodian** (or a **nominee company**) then you may not receive your full entitlement and may share in any shortfall on a pro rated basis with any other investors;

(d) sometimes PSL will receive investments or money on behalf of more than one client in connection with pooled holdings (for instance in a bonus or rights issue or takeover). In such circumstances PSL may, in accordance with FCA Rules, allocate such investments between clients on whatever basis it considers fair and reasonable in accordance with its allocation policy in force at the time;

(e) if a share issue or other corporate event favoured the small investor (as defined by the issuer making the issue or creating the corporate event) your actual allocation may be less than it would be if your investments were registered in your own name; and

(f) sometimes amounts or investments may arise which would not have arisen if the investments had been registered in your own name. You may not be entitled to any such additional amounts.

8.6 Any instructions you wish to give about the administration of investments held by PSL should be given to us in writing for us to send to PSL. We will not accept instructions from anyone but you and will not send instructions to other people on your behalf unless in either case you have previously provided us with a copy of a valid power of attorney authorising us, or the relevant person, to send such instructions.

8.7 PSL will inform us of any rights issues, takeover offers, capital reorganisations, conversion or subscription rights (collectively "corporate actions") that affect or relate to investments held on your behalf by PSL or an **Eligible Custodian**. It will do so as soon as reasonably practicable after receiving notice of those events. We will, in turn, inform you.

8.8 You should contact us and not PSL if you need any advice in connection with any corporate actions. PSL is not responsible for taking decisions in relation to any corporate actions and will require instructions from you or us on matters such as:

(a) exercising conversion and subscription rights;

(b) dealing with takeovers or other offers or capital reorganisations;

(c) exercising voting rights (where PSL exercises such rights on your behalf).

8.9 If any notification is given to you pursuant to clause 8.7 from PSL, you must ensure that you provide instructions to us, for onward transmission to PSL in sufficient time to ensure that PSL is able to act upon such instructions. The instructions given, their consequences, and the consequences of failing to give us instructions, will be entirely your responsibility. Neither we nor PSL is obliged to do more than give one notification on the relevant matter.

8.10 PSL will be responsible for claiming and receiving dividends, interest payments and other entitlements automatically arising in respect of the investments held for your account.

8.11 Sometimes PSL or an **Eligible Custodian** who is holding your investments may receive dividends, interest and other rights or payments after local withholding or similar taxes or other deductions are made from those sums. You accept that PSL or any **Eligible Custodian** may, if it is required to do so to comply with legal or regulatory requirements, withhold or deduct tax or other amounts from any such payments. Any costs PSL or an **Eligible Custodian** incurs when complying with these obligations may be deducted by PSL from your account. If you are eligible to reclaim any such withholdings or deductions then this will be your responsibility and not that of PSL or an **Eligible Custodian**, to do so.

8.12 PSL will arrange for you to receive safe custody statement showing the investments and cash balances it holds for you, reported on a trade date basis. The frequency of such statements is determined by FCA Rules. PSL may provide such statement to you via appropriate on line or electronic means and provided we or PSL notified you of the availability of such statement, it shall be your responsibility to access and review such statement.

8.13 In some circumstances PSL may refuse to hold any investment or investments for you. This may occur in any of the circumstances outlined in clause 3.2 of these terms or if the investment concerned is of a kind for which PSL does not have facilities, or arrangements with appropriate **Eligible Custodians**, to hold or if holding the investment would expose PSL to liabilities. We will notify you if PSL chooses to exercise this discretion unless legal or regulatory constraints prevent such disclosure.

8.14 PSL will not loan your investments or use them to raise finance.

9 Consequences of your default

9.1 If you fail to pay cash or investments (as relevant) when due to meet any settlement obligations or if you otherwise fail to meet any of your other obligations to PSL then you should be aware that there will be certain consequences as a result of such failure, as further described in the remainder of this clause 9.

9.2 You will not have a right to title or interest in any cash or investments received for your account. PSL will have no obligation to deliver or account to you for any such cash or investments and PSL will be entitled to retain any such cash or investments until such time that you have met your obligations.

9.3 PSL may, without providing any advance notice, use any cash, or sell any securities, held or received for your account and use the proceeds (after deducting any costs in doing so) to eliminate or reduce any unpaid obligations owed to PSL. Any surplus remaining after discharging the obligations owed to PSL will be paid to you. If the cash and proceeds of disposals do not cover all the obligations owed to PSL, you will still owe PSL the balance.

9.4 PSL may, among other things, and without giving you further notice:

(a) enter into any other transaction (including those with the effect of closing-out a position, or reversing or cancelling a transaction previously entered into);

(b) take or refrain from taking further action which it considers would, or could, reduce or eliminate any liability under any transaction undertaken for you. PSL may take similar action where it reasonably considers that you have not, or are unlikely to perform your obligations under these terms.

9.5 Where PSL exercises its rights to use your cash or dispose of your investments under clause 9.3 above, it will have no further obligation to you (and neither you nor we will have any right to require PSL to account to you, or to anyone else, for any investments or cash received when the relevant transaction is settled.

9.6 You agree that PSL may **set off** transfer or apply (without further notice to you) any obligations or monies owed by PSL to you in order to satisfy in whole or in part any debt or obligation or sum that is due from you to PSL. This applies even if the obligations are in different currencies and includes the payment of any fees or charges due to PSL and any amounts due under your indemnity obligations to ensure PSL does not lose money as a result of your default under these terms or the services it provides you with.

9.7 In exercising its rights under these terms PSL may convert currencies and carry out foreign exchange transactions with you or on your behalf at such rates and in a manner that PSL may in its discretion determine. In such circumstances, PSL shall be acting on its own behalf and not executing your orders. It shall therefore not be liable to you for the result obtained, nor for its choice of which investments are to be sold.

9.8 The provisions in this clause 9 will continue to apply even if we or PSL stop providing services to you, so long as any obligations for your account remain outstanding. They apply in addition to any other right PSL has, and they will not be affected by any failure by PSL or anyone else to fully enforce their contractual rights, whether as to payment, time, performance or otherwise.

10 Limits on PSL's Liability to you and Indemnities you give to PSL

10.1 The liability of PSL (and where relevant its directors, employees or agents) to you for any loss or damage which you suffer in connection with these terms shall be limited to circumstances where any such loss or damage has arisen directly as a result of negligence, fraud or wilful default or a breach of the FCA Rules by PSL (or where relevant, its directors, employees or agents). In any event, PSL will not be liable to you for any indirect or consequential losses (howsoever arising). PSL will also not be liable for any loss that is a loss of profit or for any losses that arise from any damage to your business or reputation.

10.2 This means that PSL will only be liable for losses that arise as a result of its negligence, fraud or wilful default and then only, for any losses which:

(a) arise naturally from a breach by PSL of its obligations; and

(b) which were reasonably foreseeable to PSL at the time these terms are entered into.

10.3 It is important that you understand that you are responsible for making sure that PSL does not suffer by reason of acting for you. You agree to make good and reimburse (indemnify) PSL and each of its directors and employees and agents ("Indemnified Persons"), after the deduction of any applicable taxes, for and against any liabilities, reasonable costs and expenses (including legal costs) and all duties and taxes (other than PSL's corporation tax) which are caused by;

(a) PSL providing its services to you;

(b) material breach by you of any of these terms;

(c) default or failure by you to make a delivery of investments or payment when due; or

(d) any challenge to the validity of, or requirement for proof or ownership, or in respect of any fraud or forgery in relation to any investments delivered to PSL by you or on your behalf, or in relation to any document of transfer regarding such investments. This will include any electronic instruction or information, which appears to transfer such investments.

10.4 You will not be liable to indemnify PSL under this clause 10 and PSL will have no right or claim against you or us if any consequences to PSL are caused by its own negligence, wilful default, fraud or any breach of the FCA Rules.

10.5 PSL has no liability to you or us for failure to provide any of the services under these terms if that failure is caused wholly or partly by events beyond PSL's reasonable control. This includes (but is not limited to) any failure of communication, settlement, computer or accounting system or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, suspension or limitation of trading by any exchange or clearing house or any fire, pandemics, flood or other natural disaster. In any of these (or other similar) circumstances any or all of PSL's obligations will be suspended until the state of affairs giving rise to the failure of PSL is remedied.

10.6 The provisions in this clause 10 will continue to apply even if we or PSL stop providing services to you. They apply in addition to any other right of indemnity or claim of any Indemnified Person whether or not under these terms, and they will not be affected by any failure by PSL or anyone else to fully enforce their contractual rights, whether as to payment, time, performance or otherwise.

11 Charges

11.1 The fees and charges payable by you in relation to the services provided by PSL (in particular, the money management fee), and any taxes payable through PSL, will be set out in the fees and charges information provided to you by us from time to time. PSL can either pay these out of the assets and money it holds for you for your account or by way of set off as described at clause 9 above or require you to pay them directly to PSL or to PSL through us. You may also be liable for other taxes or charges which are not payable through PSL.

12 PSL's Conflicts of Interest

12.1 PSL, its associated group companies (associates) or nominees may provide services or enter transactions under these Terms in circumstances in which PSL or its associates have a material interest. This interest could be direct or indirect and PSL or its associates could also have a relationship with someone else, which may involve a conflict of interest or potential conflict of interest with you. Examples where such actual or potential conflicts may happen include situations where PSL or any of its associates:

(a) is, or is acting on behalf of, the counterparty to a transaction that is executed by PSL (whether or not involving a fee or commission or increased or reduced price offered or received by PSL or its associates);

(b) has a long or short position in the relevant investment; or

(c) is otherwise connected to the issuer of the investment to which any instructions relate.

12.2 PSL may receive payments from fund managers if PSL provides services to those fund managers through the PSL Nexus Funds Trading Platform. Any payments of this kind are calculated by reference to the value of the assets that PSL holds in custody for its clients.

12.3 PSL may place money held for your account with a bank or other financial institution (in accordance with the FCA rules) and earn interest and retain some or all of that interest from that bank or financial institution.

12.4 A summary of PSL's conflicts policy (including further disclosure concerning the payments PSL may receive from fund managers) is published on PSL's website at Business Continuity and Other Disclosures | BNY Pershing. (a hard copy is available on request from us).

12.5 You acknowledge that neither PSL nor any of its associates is required to disclose or account to you for any profit made as a result of acting in any manner described above.

13 Data Protection and Confidentiality of Information

13.1 PSL may store, use or otherwise process personal information about you which is provided by you or us on your behalf. The purposes for which it can store, use or process such personal information are providing investment and other services under these Terms, administering your account and other purposes closely related to those activities. This includes (but is not limited to) using information for the purposes for credit and anti-money laundering enquiries or assessments. In the United Kingdom PSL operates and has made all the appropriate notifications in accordance with applicable data protection legislation.

13.2 Any information that we and PSL hold about you is confidential to you and will only be used in connection with providing services under these Terms (as may be set out in more detail in PSL's published privacy policy as referred to in clause 17). Information of a confidential nature will be treated as such provided that such information is not already in the public domain. PSL will only disclose your information to third parties in the following circumstances:

(a) If required by law or if requested by any regulatory authority or exchange having control or jurisdiction over you, us or PSL (or any associate of us or PSL);

(b) to investigate or to prevent fraud, market abuse or other illegal activity;

(c) in connection with the provision or services to you by us or PSL;

(d) for purposes closely related to the provision of the services or the administration of your account including without limitation for the purposes of credit enquiries or assessments;

(e) if it is in public interest to disclose such information; or

(f) at your request or with your consent.

13.3 The restrictions on the use of confidential information described above are subject at all times to a general proviso that PSL may disclose your information to certain permitted third parties including members of its own group (associates) and its professional advisors (including accountants and lawyers) who are subject to confidentiality codes.

13.4 Neither we nor PSL will sell rent or trade your personal information to any third party for marketing purposes unless you give your express consent.

13.5 You should note that by signing or otherwise accepting these Terms you agree that PSL is allowed to send your information internationally including to countries outside the EEA such as the United States of America. Some countries where your information is sent will offer different levels of protection in relation to personal information, not all of which will be as high as the UK. PSL will however, always take steps to ensure that your information is used by third parties only in accordance with PSL's policy.

13.6 You are entitled to a copy of any information PSL holds about you. In the first instance, you should direct any such requests to us and we will pass your request on to PSL. You should let us know if you think any information PSL holds about you is inaccurate and we will ask PSL to correct it.

14 Complaints

14.1 If you have a complaint you should notify our compliance officer in the first instance. If however, your complaint concerns an aspect of the service provided to you by PSL and you wish to copy your complaint to PSL directly copies should be sent to:

The Compliance Officer
Pershing Securities Limited
Royal Liver Building
Pier Head
Liverpool
Merseyside
L3 1LL

14.2 Where you make a complaint to PSL, they will endeavour to resolve your complaint as quickly as possible but in any event they will acknowledge receipt of your complaint within 3 business days. The acknowledgement sent will include a full copy of PSL's internal complaints handling procedure. PSL aim to resolve your complaint within 4 weeks of receipt. Where this is not possible PSL will contact you to explain why resolution will take longer than 4 weeks and indicate when we anticipate being able to resolve your complaint. Upon resolution of your complaint PSL will send you a final response letter, which sets out the nature of their response of any proposed resolution, and any appropriate remedy. If for any reason you are not satisfied with PSL's final response, or they have failed to resolve your complaint within 8 weeks of receipt, you may be entitled to refer your complaint to the Financial Ombudsman Service. A leaflet detailing the procedure is provided in PSL's final response.

15 Investor Compensation

15.1 PSL is covered by the UK's Financial Services Compensation Scheme ("FSCS"). Compensation may be available from the FSCS if PSL cannot meet its obligations to you. Your possible entitlement to compensation will depend upon the type of business and the circumstances of the claim. Further information about compensation arrangements is available from the FSCS, www.fscs.org.uk.

16 Amendment

16.1 PSL reserves the rights to alter these terms at any time. It will only do so after giving prior written notice to us in reasonable time for you to consider the impact of those changes, unless it is impractical in the circumstances to give such notice.

17 Provision of Information via a website

17.1 PSL may provide the following information to you via their website Business Continuity and Other Disclosures | BNY Pershing Such information may be amended from time to time by PSL:

(a) General disclosures of information about PSL, its services and disclosures relating to such Services in general;

(b) Information concerning the safekeeping of investments and money held by PSL or any of its appointed **Eligible Custodians**;

(c) Information on costs and charges;

(d) Information relating PSL's conflicts of interest;

(e) PSL's privacy policy covering the processing of any personal data under the relevant data protection legislation; and

(f) Disclosures and policies containing general information in relation to the Services provided by PSL to you which PSL is required to publish or which is addressed to the generality of its clients (excluding amendments to these terms and conditions)

PROVIDED Always that such information provided via the website does not include any confidential information or personal data relating to you

18 General

18.1 PSL's obligations to you are limited to those set out in these terms. PSL shall in particular not owe any wider duties of a fiduciary nature to you.

18.2 No third party shall be entitled to enforce these terms in any circumstances.

18.3 Any failure by PSL (whether on an ongoing basis or not) to insist upon strict compliance with any of these Terms is not deemed to amount to PSL giving up or waiving any of any of its rights or remedies under them. The rights and remedies conferred on PSL will be cumulative and the exercise or waiver of any part of them will not stop or inhibit the exercising by PSL of any other additional rights and remedies.

18.4 These terms are governed by English Law and you irrevocably agree to submit, for the benefit of PSL, to the non exclusive jurisdiction of the Courts of England.

ANNEX 1

Glossary

Business Days	means any day on which the London Stock Exchange is open for trading
CCP	This stands for central counterparty, which is typically an institution that acts as an intermediary between two market participants. The seller of a security sells to the central counterparty. The central counterparty simultaneously sells to the buyer. This means that if one party defaults then the central counterparty will absorb the loss. This reduces the amount of counterparty risk that market participants are exposed to. Certain markets that PSL trades in on your behalf will involve a CCP and such transactions will be subject to the rules of the CCP.
Charge	A charge does not involve a transfer of ownership but gives a degree of control to a third party over any dealing or disposal of the asset.
Clearing and Settlement Services	The process by which, once an investment has been bought or sold on your behalf, the money is transferred from the buyer to the seller and the investments or the title to the investments is transferred from the seller to the buyer.
CSD	This stands for central securities depository which is a financial institution that custodies securities and provides securities settlement services to one or more markets. When settling a transaction on your behalf PSL may have to settle such transaction through a central securities depository or other securities settlement system and the transactions will be subject to the rules of the CSD.
Dealing or Execution Services	The buying or selling of investments on your behalf.
Eligible Custodian	This refers to a third party custodian (or its **nominee company**) who PSL selects under the FCA Rules to register your investments with.
Joint and Several Liability	If joint and several liability applies, the effect is that both you and the other person(s) separately promise to meet all obligations under these terms in respect of the account either (1) jointly with the other person(s); and (2) individually.
Lien	A Lien allows the person holding the asset to withhold or retain such asset pending the satisfaction of your obligations to them.

Margin or Collateral	This is where your money or investments are passed to a **Relevant Party** in order to provide security against the performance of obligations.
Mortgage	A mortgage transfers the ownership of an asset to a third party on the condition that it will be re-transferred on the discharge of the obligations owed to that third party.
Netting	Netting is the process under which PSL and/or the counterparty, **CCP, CSD** or other body concerned with settling a transaction are entitled to reduce their obligations to each other by setting off their obligations to deliver cash or securities to one another. This will give a single amount owing to one party from the other rather than a two-way payment. This single amount will then be paid or delivered to the relevant party.
Nominee Company	A nominee company is one which is used solely for holding investments separately and which does not carry on any other business.
Relevant Party	This includes (but is not limited to) an exchange, clearing house, intermediate broker, settlement agent or a counterparty dealt with directly (over the counter) outside of any exchange. The Relevant Party may be located in the UK or elsewhere.
Safe Custody Services	The safekeeping and administration of any investments held by PSL or its **nominee company** on your behalf.
Set-Off	This may arise where both you and PSL owe sums to each other. In such circumstances PSL may deduct any sums owed to it by you from any sums that are owed by PSL to you so as to either eliminate or reduce PSL's liability to you.
Time shall be of the Essence	The use of this term in relation to any payment, delivery or other obligation you have to PSL means that PSL shall be entitled to terminate these terms and, if appropriate, claim damages from you if you fail to perform your obligation in accordance with the time specified. It is intended to ensure that the relevant deadlines are strictly complied with.

ANNEX 2

CCP and CSD Transactions

1 Settlement of CCP and CSD Transactions

1.1 In order to settle transactions on your behalf, PSL will need to deal with the other party to the transaction (the "counterparty") and sometimes transactions will be settled through a central counterparty ("**CCP**") or a central securities depositary or other securities settlement system ("**CSD**") or other depositary transfer agent or similar body. When PSL deals with these parties, it does so as your agent, in good faith and on the basis that:

(a) PSL is not responsible for any default or failure of the **CCP**, **CSD** or other counterparty or of any depositary or agent of those entities; and

(b) the delivery of any securities or payment to you as a result of the transaction is entirely your risk and not that of PSL.

1.2 In some cases, transactions will be subject to **netting**. You agree, in respect of any transaction which is subject to **netting**, to discharging the settlement obligations on a net basis in accordance with the rules of the relevant **CCP** or **CSD**. You acknowledge that if net settlement takes place then PSL will only be obliged to account to you for any investments or cash in connection with the transaction on a net basis.

1.3 We and you acknowledge and agree that:

(a) PSL does not owe any duty to us, you or any other person to verify the appropriateness, adequacy or effectiveness of the rules, requirements and procedures of any market or **CCP**; or in relation to any exercise or non-exercise by the market or the **CCP** of its rights or powers under such rules, requirements and procedures; and

(b) PSL shall have no liability for any loss or damage suffered or incurred by us or you by reason of PSL taking or failing to take any action, where such action or failure to take action is authorised, permitted or required by a market or a **CCP** or is otherwise deemed necessary by PSL under the rules, requirements and procedures of the market or the **CCP**.

2 Limits on PSL's Liability to you and Indemnities you give to PSL

2.1 If any net settlement takes place then PSL's only obligation to account to you will be to account for the net investments and/or cash received by it from any relevant **CCP**, **CSD**, or their respective agents, corresponding to the transactions relevant to the net settlement entered into on your behalf. In addition you agree that PSL shall have no liability to you in connection with the exercise by any **CCP**, **CSD**, or their respective agents of their powers under any Power of Attorney or equivalent right or power in respect of any settlement account operated by or on behalf of PSL in connection with the settlement of any transaction.

ANNEX 3

Overseas Investments

1 Settlement of Transactions

If a transaction is undertaken on your behalf on non-UK markets, it will be subject to the rules of the relevant overseas exchange, clearing system and/or depositary and to any terms of any foreign agent or custodian employed by PSL. These rules and terms may include, but are not limited to, such persons having the right to reverse a transaction (including reversing the delivery or re-delivery of any investment and any payment) even after it has been settled. In view of the number of markets and counterparties which may be used it is not possible to outline all of the potential rules and obligations that may apply in such cases.

2 Client Money

If your money is held by a credit institution or bank outside the UK or EEA or your money or investments are passed to a third party then it is important you understand that the legal and regulatory regime applying to that credit institution, bank or other third party will be different from that of the United Kingdom or the EEA. This means, amongst other things, that the rights and protections you have under the FCA Rules will not be available in respect of those banks or credit institutions or third parties. Other rules and regulations may apply to them under local law but your rights and obligations are likely to differ, particularly if such party is in default

3 Custody and administration of your investments

3.1 Whether or not they are registered or recorded in the name of PSL, or an **Eligible Custodian**, investments belonging to you which are held abroad may be subject to different settlement, legal and regulatory requirements from those applying in the UK or the EEA. Your rights may therefore also differ. In particular, such investments, by their nature may require, in order to effect settlement of your transaction, that the investment is held in a country that may not impose specific regulation covering the safekeeping of investments. Subject to PSL, satisfying itself that the arrangements for the holding of your investment in such market by the **Eligible Custodian** it appointed are adequate (based on the due diligence referred to in clause 3.2 of this Annex 3), PSL will deposit such investment with such **Eligible Custodian** notwithstanding the risks outlined in this Annex 3.

3.2 PSL will exercise due skill, care and diligence in the selection, appointment and periodic review of any **Eligible Custodian** it appoints (including the regulatory rules applicable to such **Eligible Custodian**) and the arrangements for the holding and safekeeping of your investments. It is important that you understand PSL is not responsible for anything done or not done, or any default of an **Eligible Custodian** unless that default is caused by the negligence, fraud or wilful default on the part of PSL or any of its nominee companies. Although PSL will seek to make sure that adequate arrangements are made to look after your ownership rights in any investments (especially in the event of its own insolvency) you should understand that your investments may be at risk if an **Eligible Custodian** becomes insolvent.

3.3 Overseas investments may be registered or recorded in the name of PSL or in the name of an **Eligible Custodian**. Your acceptance of these terms indicates your consent to the possibility of registration in such manner. However any such registration in one of these ways will only be done after PSL has taken reasonable steps to determine that it is in your best interests to do so or that it is not feasible to do otherwise because of the nature of the applicable law and market practice in the jurisdiction where the transaction occurs. Registration in this way means that your investments may not be kept separate from other investments belonging to PSL or the relevant **Eligible Custodian**. Your protection may therefore be less, as if the person in whose name your investment is recorded defaults on its obligations, your investment may not be separately identifiable as yours. Accordingly it may be subject to other third party claims including claims by the general creditors of the defaulting person.

ADDITIONAL CLAUSES

Agent as Client

If you are an agent acting on behalf of someone else (whether or not that person (the "Principal"), has been identified to PSL as the person for whom you act) you will be treated as PSL's client under the FCA Rules and you will also be fully liable to PSL under these terms as if you were acting for yourself. You and your Principal will be jointly and severally liable in the manner described above. In addition, you represent warrant and undertake to us and PSL on a continuing basis that:

- You have full power and authority to instruct us on these terms;
- You have no reason to believe that any such underlying client will not be able to meet any settlement or other payment obligation under these terms;
- At the time you instruct us to undertake a transaction for such underlying client there are sufficient funds or assets under your authority to permit settlement and you will not subsequently execute transactions which could result in insufficient funds or assets being available;
- To your knowledge any transaction undertaken for any such underlying client will be its valid and binding obligation enforceable against it in accordance with its terms subject to bankruptcy and other applicable laws;
- You have no reason to consider that any such underlying client is or is likely to become insolvent;
- You have obtained and recorded evidence of the identity of any such underlying client or any underlying principal of such person in accordance with applicable laws and regulations (including without limitation anti money laundering regulations); and
- You will provide to us and PSL such information and written confirmations in relation to any such underlying client as we or PSL reasonably require to comply with all applicable laws and regulations.

Trustee as Client

Where you are acting as a Trustee on behalf a trust (the "Trust"), as well as being jointly and severally liable to PSL in the way described above, PSL will treat the trustees as its client and not any beneficiary of the Trust. We shall warrant to PSL that:

- We will only cause PSL to be obliged to settle any transaction where we have full management control and full authority to instruct use of sufficient of the assets or cash of the Trust to meet any obligation incurred by PSL on behalf of the Trust and that we have full authority to direct the custodian, if any, of the underlying customer's assets and cash to meet any obligations so incurred and that we have sufficient authority and consents to perform our obligations under these terms.

- We are not aware of any reason why the cash or assets of the Trust which are the subject of our management (as described above) could not be used to meet such obligations.
- We will not effect any transaction for the account of the Trust if we have any reason to believe that the Trustees of the Trust will not be willing or able to meet their obligations in respect of such transaction and will notify PSL as soon as reasonably practicable if we have any reason to believe that the Trustees will not be willing or able to meet their obligations in respect of any transaction; and
- We believe on reasonable enquiry and on reasonable ground that the Trustees of the Trust will have all requisite power and legal capacity to enter into any such transaction and to perform their obligations under these terms.

In your capacity as Trustees of the Trust you acknowledge and agree with PSL that:

- You will supply us with all relevant information of which you are aware in relation to the matters covered by our above warranties and you will not do anything to cause us to be in breach of our obligations as set out above;
- Any payment or accounting made by PSL to any one or more of the trustees will be treated as made to all of them;
- If you (or where you are more than one person any of you) become aware that any warranty given to PSL above has become untrue you will notify PSL and us in writing as soon as reasonably practicable on becoming so aware; and
- Your aggregate liability to us PSL and any other person under these terms shall be limited to the net value of the asset from time to time under your control in your capacity as the Trustees of the Trust save that this limitation shall not apply in respect of any liability to PSL for any breach of your obligations to PSL under this sub-clause.

APPENDIX 2 – FEES FOR OUR DISCRETIONARY INVESTMENT MANAGEMENT SERVICES AND DEALING ONLY SERVICE

Our discretionary investment management services are called:

- The Personal Portfolio Service
- The AIM Personal Portfolio Service
- The Model Portfolio Service

Our dealing only service is called:

- The Self-Select Service

As some fees are based on a percentage of the value of your investments, the amount of the charges may increase as the size of your investments grow.

If a third-party imposes any additional charge or cost as a result of your failure to comply with what you've agreed to do under these **Terms**, or with any reasonable request by us, then any such charge or costs shall be borne by you. Note that other related costs including taxes may arise that are not paid via our firm nor imposed by us

Our services can be cancelled at any time by informing us in writing see Section A ('Bringing our relationship to an end') but please note that we do reserve the right to charge you for services we have provided before cancellation.

SCHEDULE OF CASTLEFIELD'S CHARGES - PERSONAL PORTFOLIO SERVICE

(Applying to all portfolios, EXCEPT those managed with a Diversified Liquidity objective)

What is the name of the charge?	**Investment Management Charge (IMC)**
What is the charge for?	This charge is to cover the cost of the ongoing investment management and stewardship of your portfolio, undertaken by our investment management and stewardship team.
What is the charge?	The charge is 0.5% per annum, based on the entire value of your portfolio (but excluding the value of any holdings in the Castlefield fund range, which are subject to a separate charge, paid directly by the fund, typically at a maximum rate of 0.7% pa).
Does VAT apply to the charge?	Yes, typically. (However, the IMC paid directly by any of the Castlefield fund range is exempt from VAT.)
What is the frequency of the charge?	One quarter of the annual rate of charge is applied in arrears to the value of your portfolio as at each calendar quarter date and the resulting charge is then deducted from your portfolio early in each new quarter. A pro-rata fee is charged in respect of a portfolio which is established within a quarter or which leaves our management during a quarter. (The IMC applied to the assets of any of the Castlefield fund range is deducted monthly.)
Is there a minimum or maximum charge?	Yes, in certain circumstances. A minimum annual charge of £5,000 per annum will apply but only if your portfolio is managed so as to reflect your own agreed bespoke personal values. There is no maximum charge in this case. There is no minimum or maximum charge in other circumstances.

What is the name of the charge?	**Annual Portfolio Charge (APC)**
What is the charge for?	This charge is to cover the cost of establishing and servicing your account with us, with a focus on keeping you informed at all times. A named **Client Manager** will be available to answer any questions you have. If you don't additionally take advantage of the services of a **Financial Planner or** third-party **Financial Adviser**, this charge will be higher than if you do.
What is the charge?	Where you haven't separately appointed a **Financial Planner** or third-party **Financial Adviser** to advise you on an ongoing financial plan, of which your portfolio forms an integral part, a charge of 0.25% per annum will apply, based on the entire value of your portfolio. Where the portfolio is 100% invested in funds from the Castlefield fund range, a fixed charge of only £500 per annum will apply. OR Where you've separately appointed a **Financial Planner** or third-party **Financial Adviser** to advise you on an ongoing financial plan, of which your portfolio forms an integral part, a flat charge of only £100 per annum will apply. (Your **Financial Planner** or third-party **Financial Adviser** will explain their own charges to you for the service they will provide.)
Does VAT apply to the charge?	Yes
What is the frequency of the charge?	One quarter of the annual rate of charge is applied in arrears to the value of your portfolio as at each calendar quarter date and the resulting charge is then deducted from your portfolio early in each new quarter. A pro-rata fee is charged in respect of a portfolio which is established within a quarter or which leaves our management during a quarter.
Is there a minimum or maximum charge?	Yes, in certain circumstances. Where you haven't separately appointed a **Financial Planner** or third-party **Financial Adviser**, there's a minimum charge of £500 per annum and a maximum charge of £2,500 per annum.

	Where you've separately appointed a **Client Manager** or third-party **Financial Adviser**, there's a fixed charge of only £100 per annum.

What is the name of the charge?	**Transaction Charge (Also known as a Contract Charge)**
What is the charge for?	This charge is to cover the cost of our own and third-party charges we incur in buying and selling your portfolio holdings.
What is the charge?	A flat charge of £10 will apply to each purchase and sale transaction undertaken for your portfolio provided its exposure to equities (i.e., to shares) is not via direct holdings. An example of the latter would be where you've asked us to invest in line with your own agreed bespoke personal values. OR A flat charge of £25 will apply to each purchase and sale transaction undertaken for your portfolio if the exposure to equities (i.e., to shares) is via direct holdings. An example would be where you've asked us to invest in line with your own agreed bespoke personal values.
Does VAT apply to the charge?	No
What is the frequency of the charge?	The charge is incurred each time an investment is purchased or sold.
Is there a minimum or maximum charge?	No, this is a flat charge.

Other charges to be aware of

Further charges may be applied to your portfolio which are not payable to Castlefield. These may include transaction tax (e.g. UK stamp duty) and underlying charges made by any collective investments we purchase for you. These charges can include the likes of custody fees, administration fees, audit fees, brokers' commission, and similar charges. These charges are deducted directly from the collective investment funds themselves and are reflected in their buying and selling price.

To take advantage of the Personal Portfolio Service, we'll need to open a custody account with Pershing Securities Limited (Pershing) for you, to hold and administer your investments. Although we'll act as your agent in establishing the account and will liaise as required with Pershing day-to-day, you'll have a direct relationship with Pershing and be responsible, via us, for some of their charges. These are set out in Appendix 1 (Pershing Securities Limited Terms of Business).

What might Castlefield's charges for this service look like in practice?

Please note that before you invest and annually thereafter, we'll confirm the actual charges you will pay or have paid, including not only our own charges but those of third parties too.

Example 1

A portfolio valued at £1m, invested in line with agreed bespoke personal values, with no separate **Financial Planner** or third-party **Financial Adviser** appointed. The estimated charges in year one would be:

NAME OF CHARGE	NUMBER	CASTLEFIELD CHARGE PER ANNUM	VAT	TOTAL CASTLEFIELD + VAT
Investment Management Charge	N/A	£5,000	£1,000	£6,000
Annual Portfolio Charge	N/A	£2,500	£500	£3,000
Transaction Charge	35	£875	N/A	£875
Total Charges pa (£)		£8,375	£1,500	£9,875
Total Charges pa (%)		0.834%		0.988%

For year two and beyond, the estimated transaction charges would likely be lower, based on a lower number of transactions than in year one.

Example 2

A portfolio valued at £500,000, invested in one of our Castlefield portfolio funds, with a separate **Financial Planner** or third-party **Financial Adviser** appointed. The estimated charges in a typical year would be:

NAME OF CHARGE	NUMBER	CASTLEFIELD CHARGE PER ANNUM	VAT	TOTAL CASTLEFIELD + VAT
Investment Management Charge *	N/A	£3,500	N/A	£3,500
Annual Portfolio Charge	N/A	£100	£20	£120
Transaction Charge	1	£10	N/A	£10
Total Charges pa (£)		£3,610	£20	£3,630
Total Charges pa (%)		0.722%		0.726%

'*' The Investment Management Charge in this case will be paid from the assets of the fund invested in and not by you directly, via your portfolio account.

Your **Financial Planner** or third-party **Financial Adviser** will explain their own charges for the separate service they will provide to you.

Example 3

A portfolio valued at £200,000, invested in one of our Castlefield portfolio funds, with no separate **Financial Planner** or third-party **Financial Adviser** appointed. The estimated charges in a typical year would be:

NAME OF CHARGE	NUMBER	CASTLEFIELD CHARGE PER ANNUM	VAT	TOTAL CASTLEFIELD + VAT
Investment Management Charge *	N/A	£1,400	N/A	£1,400
Annual Portfolio Charge	N/A	£500	£100	£600
Transaction Charge	1	£10	N/A	£10
Total Charges pa (£)		£1,910	£100	£2,010
Total Charges pa (%)		0.955%		1.005%

'*' The Investment Management Charge in this case will be paid from the assets of the fund invested in and not by you directly, via your portfolio account.

(Applying only to portfolios managed with a Diversified Liquidity objective)

What is the name of the charge?	**Investment Management Charge (IMC)**
What is the charge for?	This charge is to cover the cost of the ongoing investment management and stewardship of your portfolio, undertaken by our investment management and stewardship team.
What is the charge?	The charge is 0.1% per annum, based on the entire value of your portfolio.
Does VAT apply to the charge?	Yes, typically.
What is the frequency of the charge?	One twelfth of the annual rate of charge is applied in arrears to the value of your portfolio as at each calendar month end date and the resulting charge is then deducted from your portfolio early in each new month. A pro-rata fee is charged in respect of a portfolio which is established within a month or which leaves our management during a month.
Is there a minimum or maximum charge?	There is no minimum or maximum charge.

What is the name of the charge?	**Annual Portfolio Charge (APC)**
What is the charge for?	This charge is to cover the cost of establishing and servicing your account with us, with a focus on keeping you informed at all times. A named **Client Manager** will be available to answer any questions you have.
What is the charge?	Where we solely manage a portfolio for you, which is subject to the Diversified Liquidity objective, a fixed charge of £500 per annum will apply. Where you've separately appointed us to manage a portfolio with an objective other than Diversified Liquidity, there will be no additional APC.
Does VAT apply to the charge?	Yes
What is the frequency of the charge?	One quarter of the annual rate of charge is applied in arrears to the value of your portfolio as at each calendar quarter date and the resulting charge is then deducted from your portfolio early in each new quarter. A pro-rata fee is charged in respect of a portfolio which is established within a quarter or which leaves our management during a quarter.
Is there a minimum or maximum charge?	No, this is a flat charge.

What is the name of the charge?	**Transaction Charge** **(Also known as a Contract Charge)**
What is the charge for?	This charge is to cover the cost of our own and third-party charges we incur in buying and selling your portfolio holdings.
What is the charge?	A flat charge of £5 will apply to each purchase and sale transaction undertaken for your portfolio.
Does VAT apply to the charge?	No
What is the frequency of the charge?	The charge is incurred each time an investment is purchased or sold.
Is there a minimum or maximum charge?	No, this is a flat charge.

Other charges to be aware of

Further charges will be applied to your portfolio which are not payable to Castlefield. These will mainly include underlying charges made by any collective investments we purchase for you. These charges can include the likes of custody fees, administration fees, audit fees, brokers' commission, and similar charges. These charges are deducted directly from the collective investment funds themselves and are reflected in their buying and selling price and therefore in the net return credited to your account.

To take advantage of the Personal Portfolio Service, we'll need to open a custody account with Pershing Securities Limited (Pershing) for you, to hold and administer your investments. Although we'll act as your agent in establishing the account and will liaise as required with Pershing day-to-day, you'll have a direct relationship with Pershing and be responsible, via us, for some of their charges. These are set out in Appendix 1 (Pershing Securities Limited Terms of Business).

What might Castlefield's charges for this service look like in practice?

Please note that before you invest and annually thereafter, we'll confirm the actual charges you will pay or have paid, including not only our own charges but those of third parties too.

Example 1

A portfolio valued at £250,000, invested in line with a Diversified Liquidity objective, with no additional portfolio managed in line with a different objective. The estimated charges in year one and ongoing annually would be:

NAME OF CHARGE	NUMBER	CASTLEFIELD CHARGE PER ANNUM	VAT	TOTAL CASTLEFIELD + VAT
Investment Management Charge	N/A	£250	£50	£300
Annual Portfolio Charge	N/A	£500	£100	£600
Transaction Charge	2	£10	N/A	£10
Total Charges pa (£)		£760	£150	£910
Total Charges pa (%)		0.304%		0.364%

Example 2

A portfolio valued at £500,000, invested in line with a Diversified Liquidity objective, managed alongside an additional portfolio with a different objective. The estimated charges in year one and ongoing annually would be:

NAME OF CHARGE	NUMBER	CASTLEFIELD CHARGE PER ANNUM	VAT	TOTAL CASTLEFIELD + VAT
Investment Management Charge	N/A	£500	£100	£600
Annual Portfolio Charge	N/A	N/A	N/A	N/A
Transaction Charge	2	£10	N/A	£10
Total Charges pa (£)		£510	£20	£610
Total Charges pa (%)		0.102%		0.122%

Example 3

A portfolio valued at £5m, invested in line with a Diversified Liquidity objective, with no additional portfolio managed in line with a different objective. The estimated charges in year one and ongoing annually would be:

NAME OF CHARGE	NUMBER	CASTLEFIELD CHARGE PER ANNUM	VAT	TOTAL CASTLEFIELD + VAT
Investment Management Charge	N/A	£5,000	£1,000	£6,000
Annual Portfolio Charge	N/A	£500	£100	£600
Transaction Charge	2	£10	N/A	£10
Total Charges pa (£)		£5,510	£1,100	£6,610
Total Charges pa (%)		0.110%		0.132%

SCHEDULE OF CASTLEFIELD'S CHARGES - AIM PERSONAL PORTFOLIO SERVICE

What is the name of the charge?	**Investment Management Charge (IMC)**
What is the charge for?	This charge is to cover the cost of the ongoing investment management and stewardship of your portfolio, undertaken by our investment management and stewardship team.
What is the charge?	The charge is 1% per annum, based on the entire value of your portfolio.
Does VAT apply to the charge?	Yes
What is the frequency of the charge?	One quarter of the annual rate of charge is applied in arrears to the value of your portfolio as at each calendar quarter date and the resulting charge is then deducted from your portfolio early in each new quarter. A pro-rata fee is charged in respect of a portfolio which is established within a quarter, or which leaves our management during a quarter.
Is there a minimum or maximum charge?	There is no minimum or maximum charge.

What is the name of the charge?	**Annual Portfolio Charge (APC)**
What is the charge for?	This charge is to cover the cost of establishing and servicing your account with us, with a focus on keeping you informed at all times. A named **Client Manager** will be available to answer any questions you have. If you don't additionally take advantage of the services of a **Financial Planner** or third-party **Financial Adviser**, this charge will be higher than if you do.
What is the charge?	Where you haven't separately appointed a **Financial Planner or third-party Financial Adviser** to advise you on an ongoing financial plan, of which your portfolio forms an integral part, a charge of 0.25% per annum will apply, based on the entire value of your portfolio. OR Where you've separately appointed a **Financial Planner** or third-party **Financial Adviser** to advise you on an ongoing financial plan, of which your portfolio forms an integral part, a flat charge of only £100 per annum will apply.

	(Your **Financial Planner** or third-party **Financial Adviser** will explain their own charges to you for the service they will provide.)
Does VAT apply to the charge?	Yes
What is the frequency of the charge?	One quarter of the annual rate of charge is applied in arrears to the value of your portfolio as at each calendar quarter date and the resulting charge is then deducted from your portfolio early in each new quarter. A pro-rata fee is charged in respect of a portfolio which is established within a quarter, or which leaves our management during a quarter.
Is there a minimum or maximum charge?	Yes, in certain circumstances. Where you haven't separately appointed a **Financial Planner** or third-party **Financial Adviser**, there's a minimum charge of £500 per annum and a maximum charge of £2,500 per annum. Where you've separately appointed a **Financial Planner,** or third-party **Financial Adviser**, there's a fixed charge of only £100 per annum.

What is the name of the charge?	**Transaction Charge** **(Also known as a Contract Charge)**
What is the charge for?	This charge is to cover the cost of our own and third-party charges we incur in buying and selling your portfolio holdings.
What is the charge?	A flat charge of £25 will apply to each purchase and sale transaction undertaken for your portfolio.
Does VAT apply to the charge?	No
What is the frequency of the charge?	The charge is incurred each time an investment is purchased or sold.
Is there a minimum or maximum charge?	No, this is a flat charge.

Other charges to be aware of

Further charges may be applied to your portfolio which are not payable to Castlefield.

To take advantage of the AIM Personal Portfolio Service, we'll need to open a custody account with **Pershing Securities Limited** (Pershing) for you to hold and administer your investments. Although we'll act as your agent in establishing the account and will liaise as required with Pershing day-to-day, you'll have a direct relationship with Pershing and be responsible, via us, for certain of their charges. These are set out in the separate section relating to their service.

What might Castlefield's charges for this service look like in practice?

Please note that before you invest and annually thereafter, we will confirm the actual charges you will pay or have paid, including not only our own charges but those of third parties too.

Example 1

A portfolio valued at £50,000, with no separate **Financial Planner** or third-party **Financial Adviser** appointed. The estimated charges in year one would be:

NAME OF CHARGE	NUMBER	CASTLEFIELD CHARGE PER ANNUM	VAT	TOTAL CASTLEFIELD + VAT
Investment Management Charge	N/A	£500	£100	£600
Annual Portfolio Charge	N/A	£500	£100	£600
Transaction Charge	15	£375	N/A	£375
Total Charges pa (£)		£1,375	£200	£1,575
Total Charges pa (%)		2.75%		3.15%

For year two and beyond, the estimated transaction charges can be expected to be lower.

Example 2

A portfolio valued at £250,000, with no separate **Financial Planner** or **Financial Adviser** appointed. The estimated charges in year one would be:

NAME OF CHARGE	NUMBER	CASTLEFIELD CHARGE PER ANNUM	VAT	TOTAL CASTLEFIELD + VAT
Investment Management Charge	N/A	£2,500	£500	£3,000
Annual Portfolio Charge	N/A	£625	£125	£750
Transaction Charge	20	£500	N/A	£500
Total Charges pa (£)		£3,625	£625	£4,250
Total Charges pa (%)		1.45%		1.70%

For year two and beyond, the estimated transaction charges can be expected to be lower.

Example 3

A portfolio valued at £1m, with a separate **Financial Planner** or third-party **Financial Adviser** appointed. The estimated charges in year one would be:

NAME OF CHARGE	NUMBER	CASTLEFIELD CHARGE PER ANNUM	VAT	TOTAL CASTLEFIELD + VAT
Investment Management Charge	N/A	£10,000	£2,000	£12,000
Annual Portfolio Charge	N/A	£100	£20	£120
Transaction Charge	20	£500	N/A	£500
Total Charges pa (£)		£10,600	£2,020	£12,620
Total Charges pa (%)		1.06%	0.202%	1.262%

For year two and beyond, the estimated transaction charges can be expected to be lower.

Your **Financial Planner** or third-party **Financial Adviser** will explain their own charges for the separate service they will provide to you.

SCHEDULE OF CASTLEFIELD'S CHARGES - MODEL PORTFOLIO SERVICE

What is the name of the charge?	**Investment Management Charge (IMC)**
What is the charge for?	This charge is to cover the cost of the ongoing investment management and stewardship of your portfolio, undertaken by our investment management and stewardship team
What is the charge?	The charge is 0.1% per annum, based on the entire value of your portfolio. (The value of any holdings in the Castlefield fund range, which we buy for you as part of this service, is subject to a separate charge, paid directly by each fund, typically at a maximum rate of 0.7% pa. This represents a charge payable to Castlefield, in addition to the basic 0.1% pa IMC).
Does VAT apply to the charge?	No
Is there a minimum or maximum charge?	There is no minimum or maximum charge.

Other charges to be aware of

Further charges may be applied to your portfolio which are not payable to Castlefield. These will mainly include those related to the use of a necessary third-party investment platform (see below) and underlying charges made by the collective investments we purchase for you. These charges can include the likes of custody fees, administration fees, audit fees, brokers' commission, and similar charges. These charges are deducted directly from the collective investment funds themselves and are reflected in their buying and selling price.

To take advantage of the Model Portfolio Service, you'll need to agree to use one of a range of investment platforms to hold and administer your investments. Although we'll liaise as required with the platform day-to-day, you'll have a direct relationship with the platform and be responsible for their own charges. These will be set out in the documents relating to the establishment of the account.

Please also note that the Model Portfolio Service is only available to clients who also take advantage of an ongoing financial planning service, via one of our **Financial Planners** or via your own third-party **Financial Adviser**. They'll explain their own costs for this service separately to you.

What might Castlefield's charges for this service look like in practice?

Please note that before you invest and annually thereafter, we will confirm the actual charges you will pay or have paid, including not only our own charges but those of third parties too.

This service always requires you to have a separate **Financial Planner** or third-party **Financial Adviser** appointed.

Example 1

A portfolio valued at £50,000, with a separate **Financial Planner** or third-party **Financial Adviser** appointed, where 40% of the model portfolio is invested in the Castlefield fund range. The estimated charges in a typical year would be:

NAME OF CHARGE	NUMBER	CASTLEFIELD CHARGE PER ANNUM	VAT	TOTAL CASTLEFIELD + VAT
Investment Management Charge	N/A	£190	N/A	£190
Total Charges pa (£)		£190	N/A	£190
Total Charges pa (%)		0.38%	Nil%	0.38%

Your **Financial Planner** or third-party **Financial Adviser** will explain their own charges for the separate service they will provide to you.

Example 2

A portfolio valued at £250,000, with a separate **Financial Planner** or third-party **Financial Adviser** appointed, where 40% of the model portfolio is invested in the Castlefield fund range. The estimated charges in a typical year would be:

NAME OF CHARGE	NUMBER	CASTLEFIELD CHARGE PER ANNUM	VAT	TOTAL CASTLEFIELD + VAT
Investment Management Charge	N/A	£950	N/A	£950
Total Charges pa (£)		£950	N/A	£950
Total Charges pa (%)		0.38%	Nil%	0.38%

Your **Financial Planner** or third-party **Financial Adviser** will explain their own charges for the separate service they will provide to you.

SELF-SELECT-SERVICE

What is the name of the charge?	**Transaction Charge (Also known as a Contract Charge)**
What is the charge for?	This charge is to cover the cost of our own and third-party charges we incur in buying and selling your portfolio holdings.
What is the charge?	A flat charge of £25 will apply to each purchase and sale transaction undertaken for your portfolio.
Does VAT apply to the charge?	No
What is the frequency of the charge?	The charge is incurred each time an investment is purchased or sold.
Is there a minimum or maximum charge?	No, this is a flat charge.

Other charges to be aware of

Further charges may be applied to your portfolio which are not payable to Castlefield. These may include transaction tax (e.g. UK stamp duty) and underlying charges made by any collective investments you ask us to purchase for you. These charges can include the likes of custody fees, administration fees, audit fees, brokers' commission, and similar charges. These charges are deducted directly from the collective investment funds themselves and are reflected in their buying and selling price.

To take advantage of the Self-Select Service, we'll need to open a custody account with **Pershing Securities Limited** (Pershing) for you, to hold and administer your investments. Although we'll act as your agent in establishing the account and will liaise as required with Pershing day-to-day, you'll have a direct relationship with Pershing and be responsible, via us, for certain of their charges. These are set out in the separate section relating to their charges.

What might Castlefield's charges for this service look like in practice?

Example 1

A portfolio valued at £1m, invested in a selection of investments chosen by you, with 10 transactions per annum. The estimated charges in year one would be:

NAME OF CHARGE	NUMBER	CASTLEFIELD CHARGE PER ANNUM	VAT	TOTAL CASTLEFIELD + VAT
Transaction Charge	10	£250	N/A	£250
Total Charges pa (£)		£250	N/A	£250
Total Charges pa (%)		0.025%		0.025%

Example 2

A portfolio valued at £500,000, invested in a selection of investments chosen by you, with 15 transactions per annum. The estimated charges in year one would be:

NAME OF CHARGE	NUMBER	CASTLEFIELD CHARGE PER ANNUM	VAT	TOTAL CASTLEFIELD + VAT
Transaction Charge	15	£375	N/A	£375
Total Charges pa (£)		£375	N/A	£375
Total Charges pa (%)		0.075%		0.055%

Example 3

A portfolio valued at £200,000, invested in a selection of investments chosen by you, with 20 transactions per annum. The estimated charges in year one would be:

NAME OF CHARGE	NUMBER	CASTLEFIELD CHARGE PER ANNUM	VAT	TOTAL CASTLEFIELD + VAT
Transaction Charge	20	£500	N/A	£500
Total Charges pa (£)		£500	N/A	£500
Total Charges pa (%)		0.25%		0.25%

SCHEDULE OF PERSHING'S CHARGES

Personal Portfolio Service – Charges relating to services provided to you by Pershing

To take advantage of the Personal Portfolio Service, we'll need to open a custody account with **Pershing Securities Limited** (Pershing) for you, to hold and administer your investments. Although we'll act as your agent in establishing the account and will liaise as required with Pershing day-to-day, you'll have a direct relationship with Pershing and be responsible, via us, for certain of their charges. The main categories of charge are set out below.

What is the name of the charge?	**Custody & administration charge**
What is the charge for?	The charge covers the cost of establishing and operating the necessary custody account with Pershing for you, through which it will safely hold and administer your investment portfolio, whilst liaising with Castlefield day-to-day.
What is the charge?	0.1% per annum, based on the total value of the non-cash holdings of your portfolio.
Does VAT apply to the charge?	No
What is the frequency of the charge?	One quarter of the annual rate of charge is applied in arrears to the value of the non-cash holdings of your portfolio as at each calendar quarter date and the resulting charge is then deducted from your portfolio early in each new quarter. A pro-rata fee is charged in respect of a portfolio which is established within a quarter or which leaves Pershing's custody during a quarter.
Is there a minimum or maximum charge?	No

What is the name of the charge?	**Cash management charge**
What is the charge for?	The charge covers Pershing's proactive management of the cash held within your portfolio, in order to provide you with a competitive rate of interest, in normal market conditions.
What is the charge?	0.15% per annum based on the value of the cash holdings in your portfolio.
Does VAT apply to the charge?	No
What is the frequency of the charge?	The charge is applied continuously, in that it is deducted from the rate of interest calculated by Pershing (the 'Pershing Interest Rate'), with the net rate then used to calculate the interest credited to your cash account every six months.
Is there a minimum or maximum charge?	No

What is the name of the charge?	**Transfer out charge for existing holdings**
What is the charge for?	The charge covers the costs of transferring your investments out of your Pershing custody account and into another account in your name with an alternative custodian. This charge would only ordinarily apply in the event of you also ceasing to be a Castlefield client, or in the event of Castlefield choosing to work with an alternative custodian in future, whilst you remained a client.
What is the charge?	£20 for each investment transferred out of your custody account.
Does VAT apply to the charge?	No
Is there a minimum or maximum charge?	No

What is the name of the charge?	**Dealing charge on purchases & sales of exchange-traded investments**
What is the charge for?	The charge covers the cost of the execution of purchases and sales by Pershing's dealing team, plus the local market charges they incur.
What is the charge?	A rate of commission based on the value of each transaction, ranging from 0.04% to 0.405%. A typical commission is estimated to be 0.055%.
Does VAT apply to the charge?	No
Is there a minimum or maximum charge?	Yes. Depending on the particular market concerned and the prevailing exchange rate, the minimum commission ranges from £5 to £18. A typical minimum commission is estimated to be £6.50. There is no maximum commission.

Other charges to be aware of

Pershing may charge you for providing an additional service or services. An example would be where you decide to take advantage of the **Self Invested Personal Pension (SIPP)** wrapper it provides. These charges will be explained to you before you decide to go ahead. Additional ad hoc charges may be applied to your portfolio which are the result of Pershing's charges. These could include the likes of debit interest (if your cash account moves into debit) or the cost of making a same-day cash payment to you. These charges will be deducted from your Pershing cash account, if and when they occur, or soon after. Please ask your **Client Manager** if you're not sure what a particular charge relates to. We'll always be able to explain to you how a charge has arisen.

What might Pershing's charges for their service to you look like in practice?

Please note that before you invest and annually thereafter, we'll confirm the actual charges you'll pay or have paid, including not only our own charges but those of third parties too.

Example 1

A portfolio valued at £1m, invested in line with agreed bespoke personal values and having a 3% allocation to cash. The estimated Pershing charges in year one would be:

NAME OF CHARGE	NUMBER	PERSHING CHARGE PER ANNUM	VAT	TOTAL PERSHING + VAT
Custody & Administration Charge	N/A	£970	N/A	£970
Cash Management Charge	N/A	£45	N/A	£45
Dealing Charges	35	£533.50	N/A	£533.50
Total Charges pa (£)		£1,548.50	£1,500	£1,548.50
Total Charges pa (%)		0.155%		0.155%

For year two and beyond, the estimated dealing charges would likely be lower.

Example 2

A portfolio valued at £500,000, invested predominantly in one of our Castlefield portfolio funds, with a balance of 3% remaining in cash. The estimated Pershing charges in a typical year would be:

NAME OF CHARGE	NUMBER	PERSHING CHARGE PER ANNUM	VAT	TOTAL PERSHING + VAT
Custody & Administration Charge	N/A	£485	N/A	£485
Cash Management Charge	N/A	£22.50	N/A	£22.50
Dealing Charges	1	Nil	N/A	Nil
Total Charges pa (£)		£507.50	N/A	£507.50
Total Charges pa (%)		0.102%		0.102%

Example 3

A portfolio valued at £200,000, invested predominantly in one of our Castlefield portfolio funds, with a balance of 3% remaining in cash. The estimated Pershing charges in a typical year would be:

NAME OF CHARGE	NUMBER	PERSHING CHARGE PER ANNUM	VAT	TOTAL PERSHING + VAT
Custody & Administration Charge	N/A	£194	N/A	£194
Cash Management Charge	N/A	£9	N/A	£9
Dealing Charges	1	Nil	N/A	Nil
Total Charges pa (£)		£203	N/A	£203
Total Charges pa (%)		0.102%		0.102%

APPENDIX 3 - TYPES OF INVESTMENT & RISKS

TYPES OF INVESTMENT

Depending on the service you choose, we may bring about transactions for you in the following types of investments:

- Shares in UK or foreign listed or quoted companies
- Debenture stock, loan stock, bonds, notes, certificates of deposit, commercial paper or other debt instruments, including government, public agency, municipal and corporate issues
- Unit trusts, mutual funds and similar schemes in the United Kingdom or elsewhere, including non-mainstream pooled investments, such as unregulated **Collective Investment Schemes**
- Warrants to subscribe for or depository receipts or other types of instruments relating to investments listed above
- Unlisted or unquoted investments
- Structured products
- Other forms of investment offering exposure to underlying financial assets in packaged form (which modifies that exposure when compared to a direct holding)

Where you choose our Personal Portfolio Service or AIM Personal Portfolio Service, the precise mix of investments we select for you will depend on your investment objectives and risk profile.

Please note that, in accordance with FCA rules, you won't be able to trade in warrants until you've signed the appropriate risk warning notice. This notice is required to be a two-way agreement, meaning that you're required to acknowledge receipt and confirm acceptance of its contents by returning the signed undertaking of the notice to us.

RISKS

All investment carries some degree of risk and it's important that you understand the risks to which your investments may be exposed. Please be aware that investments can fall in value as well as rise and you may not get back the full amount you originally invested. The price of investments may depend on fluctuations in the financial markets, or other economic factors which are outside our control. You should also be aware that past performance is not necessarily a guide to future performance.

Please contact us if you have any concerns about this information.

MONEY MARKET AND RELATED INVESTMENTS

With regard to investments in cash and cash instruments, UK government bonds, sterling and foreign currency denominated corporate issues and interest-paying instruments such as convertible securities you should bear in mind the following specific risks:

- The risk of default
- Capital erosion in real terms over time due to the effects of inflation
- The value of fixed income securities may fall as well as rise due to market movements
- Where investments in foreign currency denominated instruments are concerned, foreign exchange rates may move in an unfavourable direction adversely affecting the value of investments in base currency terms
- In the event of default, if compensation is available it may not cover the full amount of the deposit

UNIT TRUSTS OR OTHER REGULATED/UNREGULATED COLLECTIVE INVESTMENT SCHEMES

Where it's necessary to purchase units in unit trusts or open-ended investment companies (OEICs) or other **Collective Investment Schemes** on your behalf, we'll do so on the understanding that the purchase is settled without involving the Cancellation Rules and that the Key Investor Information Document (KIID) or equivalent, will not be supplied by us, if there is no regulatory obligation for us to do so. For example, this applies where clients take advantage of our Personal Portfolio Service. Requests for such documents at any time will be passed to the relevant product provider.

Where we provide our Personal Portfolio Service and it's necessary to select a **Collective Investment Scheme**, we'll select the most suitable product or products for your portfolio from a range of funds where we act as the manager of or are the investment adviser to the fund(s) concerned. If at any time, in the light of your particular agreed requirements, there's no suitable product within this range, we'll select the most suitable product from the whole market place.

STRUCTURED PRODUCTS

Where we think it's appropriate, we may invest in structured products, including structured capital at risk products.

Structured products cover a variety of investment structures but in broad terms (without limiting our discretion in any way) a structured product is an investment which packages two (or more) products into one offering and derives its value based on the return or partial return of one or both products.

Structured products are usually share-based investments from banking, insurance or investment management firms and can offer attractive returns. A structured product is a bespoke investment vehicle that offers a combination of an element of capital protection with a degree of participation in the return from a volatile underlying asset. You should, however, bear in mind the following risks:

- The return of initial capital invested at the end of the investment period is not guaranteed and therefore, you may get back less than what was originally invested
- The amount of initial capital repaid may be geared, which means that a small percentage fall in the related index may result in a larger reduction in the amount repaid to you
- The maximum benefit achievable is only available after a set period
- Early redemption may result in redemption penalties and a poor return
- The initial capital invested may be placed into high risk investments, such as non-investment grade bonds
- The rate of income or growth may depend on specified conditions being met
- You should not allow us to enter into such a transaction unless you are prepared to lose some or all of the money invested

Please contact us if you have any doubts about the suitability of any investments within your own portfolio. We'll be pleased to discuss your concerns and to provide further information about investments that we may select, upon request.

COMPLEX VS NON-COMPLEX INVESTMENTS

Under current FCA rules some investments are defined as **Complex**. In cases where we're not managing your investments nor offering our advice as to suitability of your investment choices, we're still required to make sure you understand how dealing in this type of investment differs from dealing in **Non-Complex Investments**. Should we categorise an instrument you are proposing to invest in as **Complex**, for your protection, we're obliged to conduct an **Appropriateness** test before agreeing to bring about a transaction for you. **Complex investments** could be illiquid, involve underlying liabilities beyond the value of the initial investment, or contain clauses or triggers which may alter the terms of the contract. They may also impose explicit or implicit exit charges and not benefit from sufficient publicly available data which would ordinarily be used to understand the nature of the investment, before making an informed decision regarding investment in it. Most financial instruments which do not fall into these categories will therefore be classified as **Non-Complex**. Examples of each type of investment are listed below.

Types of **Complex** investment include:

- Some non-UCITS regulated **Collective Investment Schemes** (NURS)
- Non-mainstream pooled investments (including unregulated **Collective Investment Schemes**)
- Warrants
- Derivatives
- Convertible bonds
- Exchange traded commodities
- Structured products
- Unquoted shares which are illiquid in nature

Types of **Non-Complex** investment include:

- Shares admitted to trading on a regulated market
- Bonds trading on a regulated market that do not embed a derivative
- Money-market instruments, excluding those that embed a derivative or incorporate a structure which makes it difficult for you to understand the risk involved
- Shares or units in UCITS, excluding structured UCITS
- Structured deposits, excluding those that incorporate a structure which makes it difficult for you to understand the risk of return or the cost of exiting the product before term

PERMITTED INVESTMENTS OR TRANSACTIONS

Unless you instruct us in writing to the contrary, you accept that we may advise you or bring about transactions on your behalf in the following types of investments:

Transactions not on regulated markets: Under FCA rules we're specifically required to obtain your consent to place an order in an instrument admitted to trading on a Regulated Market (RM) or a Multi-lateral Trading Facility (MTF) where we propose to deal outside such a facility. Regulated markets include UK Recognised Investment Exchanges and other major exchanges in the EEA. MTF's are systems where firms provide services similar to those of exchange venues by matching client orders. By agreeing to our **Terms**, you're now giving us the necessary consent.

Investments subject to Stabilisation: This is a price supporting process that may take place in the context of new issues. The effect of stabilisation can be to make the market price of the new issue temporarily higher than it would otherwise be. The market price of investments of the same class already in issue and of other investments, whose price affects the price of the new issue, may also be affected. This process is undertaken in order to ensure that the issue of investments is introduced to the market in an orderly fashion and that the issue price and/or the price of associated investments is not artificially depressed because of the increase in supply caused by the new issue. Stabilisation may only take place for a limited period and there are limits on the price at which shares, warrants and depository receipts may be stabilised.

Illiquid Investments & Non-Readily Realisable Investments: Unless you have instructed us to the contrary, from time to time, we may recommend (or purchase in the exercise of our discretion) an investment we believe is suitable for you although it is illiquid or not readily realisable. This means the market is or could become illiquid, the investment difficult to resell and its proper price difficult to assess. We'll always use reasonable care to execute such a transaction on terms that are fair and reasonable to you, including price. We're always ready to explain how we arrived at a price, how it relates to the prices in any previous arm's length transactions where we have acted as agent for buyer or seller and whether the firm or its associates hold or previously held a position in the investment.

Where you work for a regulated business: If you're employed by a regulated business, you must obtain the necessary consents before asking us to place transactions. Please provide details of where copy correspondence should be sent. If you are prohibited from dealing in certain securities, please provide details of these restrictions in the **Client Information Form**. Please provide us with written instructions if these restrictions change.

ACTING WITHOUT YOUR SPECIFIC CONSENT

From time to time, irrespective of which service we provide you with, we may have to sell securities without your specific consent. For example, following a de-merger of a non-qualifying ISA investment.

Where your investments are held by PSL in a nominee account, you authorise us and we shall have full discretion when necessary, to act or refrain from acting on any matters arising in connection with your account, where we consider this to be in your best interests and on a reasonable endeavours basis. This authority is not intended to imply that we will exercise discretion as a matter of course for clients taking advantage of the Self-Select Service and such clients should always expect to make their own investment decisions. Our authority shall include, but is not limited to, instructing PSL to:

- Take up any rights issues
- Exercise conversion or subscription rights
- Deal with takeovers or other offers or capital changes
- Exercise voting rights

We'll intend to exercise these rights in your best interests. However, we shall not be liable for any failure to do so.

NON-PERMITTED INVESTMENTS

The following transactions will not be undertaken on your behalf unless agreed separately in writing between us:

- Sales of securities that you do not own (short' or 'uncovered bear' sales);
- Traded options
- Writing of options
- Traditional options
- Contracts for difference
- Purchase and sale of coins
- Purchase and sale of commodities
- Stock lending
- Stop loss sales
- Underwriting or similar obligations
- Non mainstream pooled investments (NMPIs)

CASTLEFIELD

THE THOUGHTFUL INVESTOR

The Hive
51 Lever Street
Manchester M1 1FN
0161 233 4890
Castlefield.com

Castlefield is a trading name of Castlefield Investment Partners LLP (CIP) and a registered trade mark and the property of Castlefield Partners Limited. CIP is authorised and regulated by the Financial Conduct Authority. Number 432488. Registered in England & Wales No. OC302833. Registered Office: The Hive, 51 Lever Street, Manchester, M1 1FN. Part of the Castlefield employee-owned group. Member of the Employee Ownership Association.

Proudly employee owned.

TC09/26