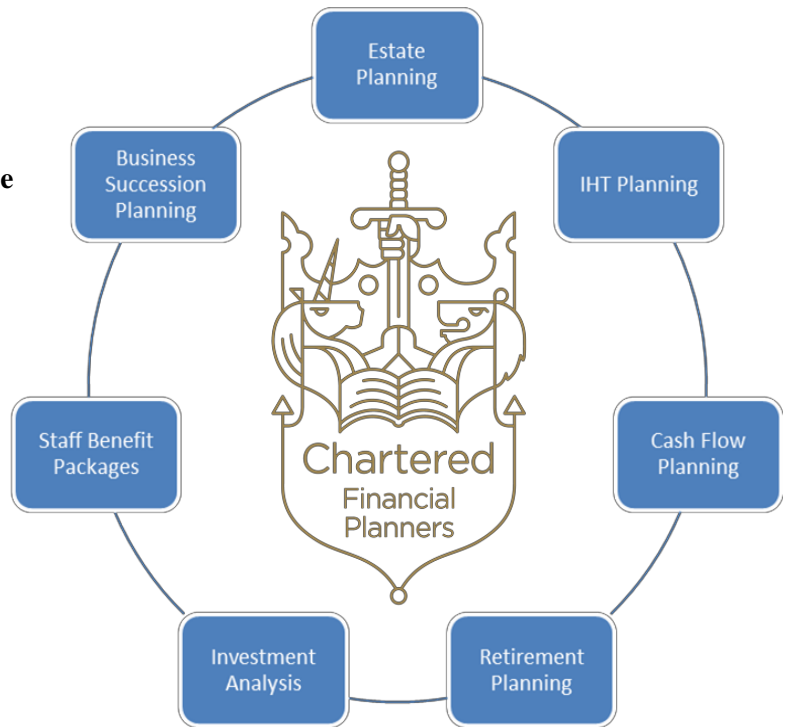


Our Aims

“To get you from where you are now, to where you would like to be in the future; to maintain your current lifestyle and to live your desired future lifestyle without fear of ever running out of money”

“To help you avoid paying unnecessary taxes and to ensure the government is not the main beneficiary of your estate”

“To help you make sense of your finances and to review your plans on a regular basis to ensure you keep on track to achieve and maintain your financial goals”



Our Team



David Hill
Chartered Financial Planner



Zoe McKay
Chartered Financial Planner



Helen Tweed
Chartered Financial Planner



Chris Todd
Chartered Financial Planner



Emma McCahon
Practice Manager



Anna Hill
Finance and Marketing



Adam Kennedy
Para-Planner



Hollye Hamilton
Trainee Para-Planner



Shannon Murray
Trainee Para-Planner



Jack White
Trainee Para-Planner



Jessica Taylor
Client Services Administrator



Taylor Price
Client Services Administrator

Tel: 028 2827 6814

www.hillsfinancialplanning.co.uk

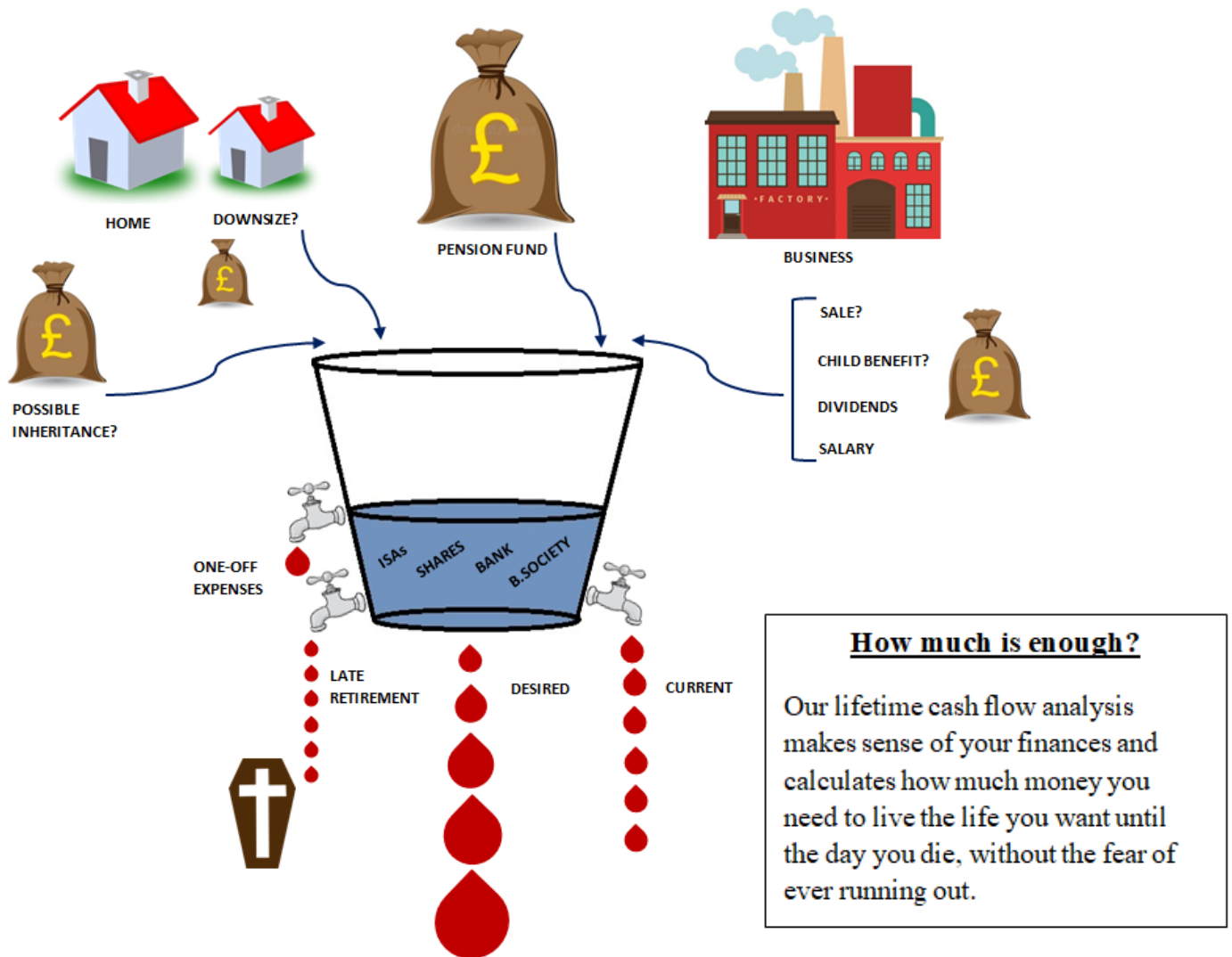
Registered in N. Ireland – Reg. no. NI 045537 Registered Office 19 Main Street, Larne, BT40 1JQ Hills Financial Planning is a trading style of Hills Insurance Services Ltd. Hills Insurance Services Ltd is Authorised and Regulated by the Financial Conduct Authority.



HOW WE WORK

An important part of our financial planning service is to help you to assess your objectives and then to regularly review your financial situation to help you to meet your objectives.

We will strive to accurately assess your attitude to risk. We use two comprehensive risk profiling questionnaires as part of this process and we base our subsequent portfolio construction models on “modern portfolio theory”, an approach designed by Harry Markovitz who won a Nobel prize for economics for his work.



The Planning Process

The service offered to clients typically contains two key elements, **a personal planning and mentoring service** and **a comprehensive Financial Plan**.

The personal planning and mentoring service helps you:-

1. To decide whether the services of a professional Financial Planner & Investment Adviser would be of significant benefit (and value for money),
2. To understand the planning process and the principles of sound investment,
3. To gather the data needed as the foundation for a satisfactory planning exercise and to decide on sensible planning assumptions,
4. To define and cost your financial and investment objectives, especially those related to your desired future lifestyle, and to develop and implement a plan to achieve those objectives, with special emphasis on planning with the aim of ensuring that you never run out of money in any circumstances.
5. To decide what size Emergency Fund would be appropriate to your needs and what form it should take,
6. To review existing arrangements and suggest any changes likely to be beneficial to you,
7. To construct lifelong cash flow forecasts, based upon prudent assumptions regarding cash inflows and outflows, future inflation, and future investment returns because the value of your investments can go down as well as up and you may not get back the full amount invested.
8. To identify what would need to happen to deal with any anticipated cash flow problems, including transferring risk to insurance companies,

9. To decide what financial issues would arise in the event of the premature death of either spouse or if either spouse became disabled and in need of long term care,
10. To identify what would need to happen to improve the profitability of your businesses and increase your cash inflows,
11. To identify your personal tolerance to investment risk and loss and how to take it into account when developing investment portfolios suited to your requirements,
12. To choose suitable investment vehicles and investment funds with an appropriate risk profile and asset allocation,
13. To aim to reduce tax liabilities, especially Inheritance Tax potentially payable by your heirs, as levels and basis of reliefs from taxation are subject to change and their value depends on individual circumstances
14. To decide how best to give your children a grounding in financial and investment matters,
15. To encourage cooperation between your professional advisers to optimise and coordinate their combined knowledge, skills and experience.
16. To review and update your Financial Plans regularly to take account of changed circumstances, including changes in relevant law and investment conditions. Many clients comment positively on the helpful discipline of our review and planning meetings, usually held annually. Appointments for next planning meetings are usually arranged at the previous meetings.

All communications with clients will be clear, fair and not misleading.

A comprehensive Financial Plan typically contains:-

1. An introduction to the principles and practice of financial planning and wealth management,
2. A detailed list of your capital assets and liabilities with a year by year record of their progress in building up their Net Worth,
3. An analysis of your capital, broken down into the various asset classes and risk categories,
4. An analysis of your cash outflows as between different categories of expenditure,
5. An Income Tax computation with a calculation of net spendable income per year, per month and per week,
6. Recommendations for legal tax avoidance,
7. Lifelong cash flow forecasts to determine on stated assumptions to what extent there is a danger of running out of money (and when) or, if there is no such danger, the extent to which it should be possible to increase personal expenditure and/or gifts to family members or charities,
8. An analysis of the performance of your investments over the previous 5 years, with comparisons with sector averages, volatility, and personal satisfaction criteria,
9. Recommendations for switches between investment funds, usually at nil or minimal cost and without triggering tax liabilities,
10. Guidance on what to do when property or investment values increase or fall significantly,
11. An analysis of potential Inheritance Tax liabilities, with recommendations for tax minimisation and estate planning,
12. Details of existing investments, life assurance and pension plans,

13. Details of your professional advisers, wills, enduring or lasting powers of attorney and similar data which is helpful not only to yourself but also (potentially) to your executors and trustees,
14. Details of the recommendations and actions related to the planned achievement of your objectives.

Financial Plans are tailored to your individual circumstances and can be a significant aid to self organisation and financial planning.

Details of our investment program for clients can be found in our “Advanced Investment Strategy document” (AIS), which is available on request. The Financial Conduct Authority does not regulate wills, taxation and trust advice.

Your Chartered Financial Planners

Background information about David Hill:

DAVID JAMES HILL BSc(ACCNT),FPFS,AFPC,CFP,CEMAP,TEP,CHARTERED FINANCIAL PLANNER

Curriculum Vitae:

David has been practicing as a Financial Planner for more than 25 years and offers a comprehensive service to his clients.

He was educated at Larne Grammar School and Queens University and is director of the Hills Insurance group of Companies.

The underlying theme to his approach to financial planning is to help clients decide how they want to spend the rest of their lives, to agree planning assumptions related to the likely cost of that lifestyle and then to help them prepare a plan which, when implemented, will make the best use of their resources towards the achievement of their objective. Typically, this involves helping them with investment planning, tax minimization and risk management.

He is happy to work in conjunction with his clients' other professional advisers.

David holds a degree in Accountancy, is a Certified Financial Planner, a Chartered Financial Planner, a Fellow of the Personal Finance Society and a registered Trust and Estate Practitioner.

David is involved with helping the Chartered Insurance Institute set and mark the advanced examinations that some Financial Advisers are taking to improve their knowledge of complex financial matters.

When not working, David is a keen chess player and has played for various Ulster Chess teams over the years. When possible, he also likes to spend time with his family as well as fishing, sailing and helping out with his local Church.

Background information about Zoe McKay:

ZOE MCKAY BSc, DipPFS, APFS, CHARTERED FINANCIAL PLANNER

Curriculum Vitae:

Zoe has been practicing as a Financial Planner for 6 years and offers a comprehensive service to her clients. Zoe has recently obtained her Chartered status as a Financial Planner and is extremely proud to hold one of the highest financial planning qualifications.

Zoe was educated at Larne Grammar School and Queens University and holds her degree in Business Management; she is currently working towards the achievement of Fellowship status of the Personal Finance Society.

The underlying theme to Zoe's approach to financial planning is for her to fully understand what it is that makes clients tick and to really get to know what they want to achieve with their money and exactly when. Just like David, Zoe helps clients prepare a plan which, when implemented, will make the best use of their resources towards the achievement of their objective. Typically, this involves helping them with investment planning, tax minimization and risk management.

Zoe is also happy to work in conjunction with her clients' other professional advisers.

When not working, Zoe likes to spend time with her family and friends and enjoys holidays, spa days and relaxing.

Background information about Helen Tweed:

HELEN TWEED BSc, DipPFS, APFS, CHARTERED FINANCIAL PLANNER

Curriculum Vitae:

Helen practices as a Financial Planner and offers a comprehensive service to her clients. Helen has obtained her Chartered status and is extremely proud to have been awarded the Xafinity award for the top mark in Northern Ireland in the Advanced Diploma.

Helen was educated at Larne Grammar School and Queens University Belfast. Helen achieved a First Class Honours in Business Management and achieved top student each year of her degree. Helen went on to complete her Diploma and Advanced Diploma in Regulated Financial Planning.

Helen gets to know her clients, to fully understand their objectives and determine if their available resources are being put to best use. Helen establishes a financial plan of recommendations to benefit clients' towards achieving their goals. Typically, this involves managing investments and risk, and making use of available tax allowances. Helen is also happy to work in conjunction with her clients' other professional advisers.

When not working, Helen enjoys long walks with her dog, spending time with her family and friends and travelling.

Background information about Christopher Todd:

CHRISTOPHER TODD BSc, DipPFS, APFS, CHARTERED FINANCIAL PLANNER

Curriculum Vitae:

Chris joined Hills Financial Planning 5 years ago and offers a comprehensive service to all of his clients. Chris has obtained Chartered Financial Planner status and is extremely proud to hold one of the highest financial planning qualifications.

Chris was educated at Belfast Royal Academy and the University of Ulster (*Jordanstown*), where he graduated with his degree in Business Economics. Chris then went on to complete his Diploma and Advanced Diploma in Regulated Financial Planning.

Like the other financial planners at the firm, Chris' focus is on getting to know his clients to establish their financial & life goals, in order to determine how he can best assist them on their journey. Chris is also happy to work in conjunction with his clients' other professional advisers.

When not working, Chris enjoys playing golf, going on fishing trips and travelling.

Hills Financial Planning is a family business:

The Hill family have been providing financial services advice in Larne for over 35 years, firstly with Jim Hill and then with David. Anna Hill, David's wife, runs the finance and marketing department of the business. The business is one of the select few companies that has been awarded Corporate Chartered Financial Planner status. We are small enough to care and big enough to get the job done.

Client Agreement

This is our standard client agreement on which we intend to rely when dealing with you. It is an important document so for your own benefit and protection please read this agreement carefully before signing it and keep a copy to refer to later. We cannot arrange investments or give you any financial advice until you have signed this agreement. If you do not understand any part of it, please ask us to explain.

This agreement is issued on behalf of Hills Financial Planning of 19 Main Street, Lame, BT40 1JQ who can be contacted at 02828276814 or via email to david@hillsfinancialplanning.co.uk. Hills Financial Planning is a trading name of Hills Insurance Services Ltd which is Authorised and Regulated by the Financial Conduct Authority (FCA). FCA No. 300999. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

INVESTMENT SERVICES

Hills Financial Planning is permitted to arrange (bring about) deals in investments and advise on investments. The particular investment types relate to life assurance, pensions, investments in authorised collective investment schemes, Unit Trust and ISAs and in limited circumstances may include unregulated collective investment schemes.

*With regard to investments which we have arranged for you, **unless you have signed up to be a part of our AIS process, these will not be kept under review but we will advise you upon your request.***

Hills Financial Planning does not handle client's money. We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice) or handle cash. If you do send us money, this may delay your transaction as we may have to return this money to you.

MATERIAL INTERESTS

Hills Financial Planning offers independent advice, but occasions can arise where we or one of our other clients will have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment. We have a rigorous processes and policies in place to ensure that we always act in our client's best interests and help us to identify conflicts of interest when they arise. Our conflicts of interests policy is reviewed annually.

CLIENTS INSTRUCTIONS

We require our clients to give us instructions in writing (which shall include fax transmission or email) to avoid possible disputes. We will, however, accept oral instructions provided they are confirmed in writing within 24 hours. By providing your instruction via email, you acknowledge that any email address used and provided to us may be used for such communication going forward.

Furthermore you authorise us to continue to use such email address until written notification is received from you of any change to such email address.

Where we communicate by email, you acknowledge and confirm that because of the nature of the internet, the security of emails cannot be guaranteed and the content of emails may not remain private or unaltered during internet transmission. We accept no liability for any damages that you or any other party may suffer as a result of the loss of confidentiality or any alteration of any emailed information.

TERMINATION OF AUTHORITY

You, or we, may terminate our authority to act on your behalf at any time, without penalty, upon giving 10 days' written notice to the other party. Termination is without prejudice to any transactions already initiated which will be completed according to these terms of business unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees which may be outstanding. You will be entitled to re-imburement of any pre-payments made by you for services that we have not yet provided as at the date of the notice of termination being given.

RIGHT TO WITHDRAW

In the case of many retail investment products – such as life assurance contracts, personal pension schemes, investment bonds, and collective investment arrangements (e.g. unit trusts), a right to withdraw or cancel the contract within a specified period is normally provided. Details of such rights are ordinarily contained in the product literature (e.g. key features document) or we may provide details of such rights in a separate communication. In the case of a non-packaged product ISA (eg a direct equity ISA), we will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights will apply.

CLIENTS RISK

You are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not a guide to future performance. Although we will explain the risk of any investment product as part of our advice process, it is important that you understand the risk associated with the relevant product. If you are unsure about the way the product or recommendation work or require any further clarification please ensure that you raise this with us.

We are subject to legal and regulatory requirements to provide advice that is appropriate to your needs but we do not accept responsibility for the subsequent performance of your investments made on the basis of the advice. Our advice will be based on your financial objectives and attitude to risk as set out in our report to you. All decisions on whether to invest in, hold or dispose of any asset are yours and we will only enter into transactions as you instruct. As you are responsible for your investment decisions, you can choose to invest against our advice and you have the right to decline to follow our advice by not transacting as we advise.

CLIENT CATEGORISATION

In providing investment services to you, we will categorise you as a retail client. The type of client category will determine the level of protections afforded to you under the regulatory system. As a retail client, the regulatory protections available to you will be the highest available. Where we have categorized you other than as a retail client, you may request re-categorisation on a case by case basis,

and where we agree to do so, it does not necessarily mean that you will have a right of access to the Financial Ombudsman Service.

DISCLOSURE OF CLIENTS PERSONAL DATA

Where investment business services are provided to Hills Financial Planning by third parties then circumstances may arise which warrant the disclosure of more than just your basic contact details to enable Hills Financial Planning to perform its obligations under this agreement to you, our client. You are referred to our data protection section on page 12 which outlines how we may use your personal data under this agreement.

PAYMENT FOR SERVICES

We normally derive our income from fees or sometimes by commission paid to us by life assurance companies and the operators of collective investment schemes through which investments are made. We shall tell you the amount of commission payable to us on any such investment.

If we receive a commission or other form of benefit from the issuer of a security or from another intermediary, we will inform you, but we will not tell you its amount unless you ask us to do so.

Alternatively, if you or we propose to operate on a fee basis, we will use the fee structure noted below, or if different we will agree its basis, frequency and method with you before we carry out any chargeable work.

In respect of any regular premium policy should you subsequently cease to pay premiums on the policy and we are obliged to refund the commission that has been paid to us we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy, but we will not charge the fee if you exercise your right to cancel in accordance with the cancellation notice sent to you by the life company. The potential fee will be no more than £500.

ACCOUNTING TO YOU

Unless in exceptional circumstances, we will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf. We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

INVESTMENT OBJECTIVES & RESTRICTIONS

Following the issue of this letter any subsequent advice or recommendation offered to you will be based on your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. Details of your stated investment objectives will be included in the suitability letter we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

BEST EXECUTION POLICY

It is in the interests of our clients and Hills Financial Planning that we obtain the best possible result when placing orders with other firms (e.g. third party brokers) for the execution of client orders or when transmitting orders on behalf of clients for particular investments – e.g. shares. We are required under the Rules of the Financial Conduct Authority to take all reasonable steps to provide “best execution” when carrying out such transactions. Where we place or transmit orders for such investments on behalf of our clients, we may utilise the services of a third party broker and base our decision to place or transmit an order on the price and cost of execution of the order. For orders in collective investment schemes (e.g. unit trust), however, the price of units or shares in the scheme is normally set by the scheme operator or manager and as such we have little influence over the price available. Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.

CLIENT RESPONSIBILITY

You acknowledge that you need to provide reasonable assistance to Hills Financial Planning and engage positively in the advice process to enable Hills Financial Planning to provide services effectively. This will include providing information in a timely fashion both for initial and ongoing advice services and accordingly, you shall at all times act in good faith to co-operate with Hills Financial Planning as Hills Financial Planning reasonably requires.

LIMITATIONS ON OUR LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

If we fail to comply with the terms of this agreement, we are not liable to you for any losses suffered unless such losses are directly caused by our negligence, wilful default or fraud. In such circumstances, we will be responsible for loss or damage you suffer that is foreseeable as a result of our breaching these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us at the time of implementing an investment.

If we act for you as a business, we are not liable for business losses. As such if you use the services for any commercial or business purpose we will have no liability to you (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Our maximum aggregate liability under or in connection with this agreement whether in contract, tort (including negligence) or otherwise, shall in all circumstances (other than as set out below) be limited to a sum equal to £1.85 million.

Nothing in this paragraph attempts to exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for any breach of our duties under the regulatory system, death or personal injury cause by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of those legal rights in relation to the services which are granted to you by statute and may not be limited or excluded.

DELAY

We cannot be held responsible for delays beyond our control. If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the agreement and receive a refund for any services you have paid for but not received.

We will need certain information from you so that we can provide the services to you. We cannot be responsible nor liable for any costs or losses sustained or incurred by you as a result of us providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

WAIVER

A waiver of any right of remedy under this agreement or by law is only effective if it is given in writing and is signed by the party waiving such right or remedy. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach of default. A failure or delay by any party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

SEVERANCE

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

REGULATORY STATUS

Hills Financial Planning is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 300999.

You can check this on the Financial Services Register by visiting the FCA's website – www.fca.org.uk/register or by contacting the FCA on 0845 606 1234.

GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland.

Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

OUR SERVICES

1. Whose products do we offer?

Investment

- We offer products from the whole market.
- We only offer products from a limited number of companies.
Ask us for a list of the companies and products we offer.
- We only offer products from a single group of companies.

Insurance

- We offer products from a range of insurers for term insurance, critical illness insurance, health insurance, income protection household and mortgage payment protection.
- We only offer products from a limited number of insurers. Ask us for a list of the insurers we offer insurance from.
- We only offer products from a single insurer.

2. Which service will we provide you with?

Investment

- Independent Advice.** We will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market. We will assess a sufficient range of relevant products available on the market which is diverse in terms of product type and provider to ensure that your investment objectives can be suitably met. We are not limited in the type of product or provider in terms of having any close links with any firms or any contractual relationship with a third party that may impair the independent basis of our advice to you.
- Restricted Advice.** We will advise and make a recommendation for you after we have assessed your needs, but we only offer advice on limited types of products, or products from one company or a limited number of companies.
- No Advice.**

Insurance



We will advise and make a recommendation for you after we have assessed your needs for term insurance, critical illness insurance, health insurance, income protection and mortgage payment protection.



You will not receive advice or a recommendation from us for life insurance, critical illness insurance, health insurance, income protection and mortgage payment protection. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

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

Investment



See below, “cost of our services”



We will tell you how we get paid, and the amount, before we carry out any business for you.

Insurance



We will charge a commitment fee of £247 on application of a non-investment insurance contract and we will receive commission from the insurance company.



No fee for advising on and arranging non-investment insurance contracts that we deal with.

4. CONFLICTS OF INTEREST

Occasions may arise where the firm, an employee, or other associates of the firm has competing professional or personal interests which may prevent these services being provided to clients in an independent or impartial manner.

We will take all appropriate steps to prevent conflicts of interests from occurring in line with the firm’s conflicts of interest policy. However, there may be occasions where a conflict of interest cannot be prevented. Where this is the case, we will disclose to you the nature of the conflict and the steps that we will take to mitigate the risks that you will be treated unfairly as a result of any conflicts identified.

We will make you aware of any conflicts of interest before the provision of services to enable you to choose whether you still wish to proceed with services. A copy of the firms’ conflict of interest policy is available on request.

We may on occasion receive minor non-monetary benefits from third parties such as product providers e.g. food and drink provided at a provider training event. Where relevant, any minor non-monetary benefits received will not conflict with our duty to act in your best interest.

5. What to do if you have a complaint

If you wish to register a complaint, please contact us:

In writing: Write to Hills Financial Planning 19 Main Street, Larne, Co Antrim, BT40 1JQ

By phone: Telephone 028 28274888

All complaints will be dealt with in accordance with our complaints policy, a copy of which is available on request.

For your further protection, if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Full details of the FOS can be found on its website at www.financial-ombudsman.org.uk

6. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Investment

Most types of investment business are covered up to a maximum limit of £50,000.

Insurance

Long term insurance benefits (e.g. Life Assurance)

The maximum level of compensation for claims against firms declared in default is 100% of the claim with no upper limit.

General Insurance

General insurance advice and arranging is covered for 90% of the claim with no upper limit.

Protection is at 100% where claims arise in respect of compulsory insurance (e.g. employer's liability insurance), professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder.

Protection is at 90% where claims arise under other types of policy with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS

7. MEANS OF COMMUNICATION

We will provide information to you by whatever means are convenient to you. This could be by paper, email or other means. All such information will be made free of charge to you and in English.

You may at any time choose to request information in paper free of charge that has previously been provided to you by means other than paper, for example, where a communication was originally sent by email.

You may at any time choose to change your preferences as to how we communicate with you. However, where you choose to do this, we will require you to confirm this change in writing to us.

8. ENDING YOUR RELATIONSHIP WITH US

You or we may terminate this agreement to act on your behalf at any time. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any services already provided / transactions already initiated, which will be completed unless otherwise agreed in writing. You will be liable to pay for any transactions made or carried out prior to termination in accordance with the charges as laid out in the payments section (What will you have to pay us for our services) of this agreement.

THE COST OF OUR SERVICES

1. Our services

We offer an initial discussion (without charge) when we will describe our services more fully and explain the payment options. If you decide to go ahead, we will:

- gather and analyse personal information about you, your finances, your needs and objectives;
- recommend and discuss any action we think you should take and, with your agreement, arrange relevant investments for you.

2. What are your payment options?

Not all firms charge for advice in the same way. We will discuss your payment options with you and answer any questions you have. We will not charge you anything until you have agreed how we are to be paid. **We have ticked the payment options we offer.**



Paying by fee. Whether you buy a product or not, you will pay us a fee for our advice and services. If we also receive commission from the product provider when you buy a product, we will pass on the full value of that commission to you in one or more ways. For example, we could reduce our fee; or reduce your product charges; or increase your investment amount; or refund the commission to you.

You may ask us for an estimate of how much in total we might charge. All of our fees will be agreed with you up front before we proceed. Where possible, we will confirm the actual adviser charge in writing.

3. How much might our services cost?

Our typical charges are:

Discovery Process	£217
Trust Writing*	£487 - £2,987
Regular savings or pension setup	£450.00
SIPP/SSAS setup	£1,000-£2,000
Risk analysis	Hourly
Report writing	Hourly
Whole of market research	Hourly
Wrap setup	£450.00
Will writing*	£200
Wealth management plan	£500- £1,000
Estimated Initial Fees:	£ _____

The Client Relationship annual fee	0.9% of funds under influence
Arrangement of Lump Sum Investments or Pensions	2.9% of the first £50,000 invested
	1.8% of the next £250,000 invested
	0.9% of the next £700,000 invested
	0.5% of the next £1million invested
	Nil on further investments over £2million
Final Salary Pension Transfer	Our normal charging structure applies with a minimum fee of £1,387 for transfer analyses
	Our normal charging structure applies with a minimum fee of £2,500 for pension transfer

For Example: The cost of setting up an investment portfolio of £100,000 would be £2,350. If applicable, we will refund 100% of any commission earned to you or offset part or all of the commission to pay our fees. Based on a portfolio of £100,000, our monthly on-going fee would be £75.00. If the portfolio rises in value, this fee increases proportionately.

Minimum initial transaction fee of £500 and minimum top-up transaction fee of £300 will apply. There may be other fees associated with the implementation of recommendations. We will **always** advise you of these, and agree them with you prior to work commencing. Whether you buy a product or not, you will pay us a fee for our advice and services, which will become payable on completion of our work. Our typical Chartered Financial Planner hourly rate is £250.00, Paraplanner and Trainee Financial Planner hourly rate is £100.00 and Administrator hourly rate is £50. Those processes marked with * may, in some circumstances not be regulated by the Financial Conduct Authority.

Hourly rate charging is only used on rare occasions for non-standard work. If hourly rate is used we will quote a maximum cost before any work commences.

Cancellation of On-going Services

We may decide to stop providing services to you at any time; if we do so we will write to you to confirm this.

You can ask us to stop providing any services to you at any time, without penalty, but you must do so in writing. Upon receipt of your instructions to cancel an ongoing service, we will, if relevant:

Arrange for the refund of any payments made in advance for ongoing services that are no longer to be provided; and arrange for any future payment of any associated charges to cease.

If we receive any payments for any ongoing services that are no longer to be provided, we will arrange for

the relevant payment(s) to be refunded to you via cheque. Any refunds will be forwarded to you within 30 business days of receiving the actual payment.

RISK FACTORS OF MAIN ASSET CLASSES TO CONSIDER

We design and construct portfolios to meet your objectives and to match the level of risk you are prepared to take. We do not just focus on risk to capital as we take into account inflation risk, interest rate risk and shortfall risk when designing appropriate investment portfolios. The value of investments, including property and the income derived from them may go down as well as up. As property is a specialist sector, it can be volatile in adverse market conditions and it may be difficult to sell or realise the investment, or obtain information about its value or the extent of the risks to which it is exposed. Property valuation is a matter of judgment by an independent valuer, therefore, it is generally a matter of opinion rather than fact.

	Capital Risk	Inflation Risk	Interest Risk	Shortfall Risk
Cash	Low	High	High	High
Fixed Interest	Low/med	High/med	Medium	High/med
Index Linked	Low/med	Low	Medium	High/med
Shares	Med/high	Low/med	Low/med	Low/med
Commercial Property	Low/med	Low/med	Low/med	Low/med

Our ongoing relationship and service options



FAMILY CLIENT: *(for portfolios over £60,000) plus 0.9% of funds per annum*

- Unlimited Review meetings on request.
- Annual portfolio performance report.
- Annual Fund management review report.
- Annual Weighted portfolio volatility report.
- Annual Portfolio risk analysis.
- Online portfolio valuation and analysis for wrap portfolios.
- Daily fund monitoring for Advanced Investment Strategy portfolios.
- Quarterly reports for Advanced Investment Strategy portfolios.
- Subscription to monthly e-mail updates service.
- Subscription to annual budget report service.
- Telephone valuation service.
- Annual Client Review Workshop.
- Regular rebalancing and fund updates for Advanced Investment Strategy portfolio.
- Hills Financial Planning App annual subscription.



CUSTOMER: *(for portfolios less than £60,000) plus 0.9% of funds per annum*

- Face to face review meeting – fee £217.
- Annual portfolio performance report.
- Annual Fund management review report.
- Annual Weighted portfolio volatility report.
- Annual Portfolio risk analysis.
- Online portfolio valuation and analysis for wrap portfolios.
- Daily fund monitoring for AIS wrap portfolios.
- Quarterly recommendations for AIS wrap portfolios.
- Subscription to monthly e-mail updates service.
- Subscription to annual budget report service.
- Telephone valuation service.
- Annual Client Review Workshop.
- Regular rebalancing and fund updates for Advanced Investment Strategy portfolio.
- Hills Financial Planning App annual subscription.



TRANSACTIONAL CLIENT: *Services on request plus the below at additional cost*

- £217 – Minimum meeting fee.
- £50 per hour admin time.
- £250 per hour Chartered Financial Planner time.
- £500 - Fund management review report.
- £100 - Weighted portfolio volatility report.
- £500 - Portfolio rebalancing recommendation report.
- £48 per annum - Monthly e-mail update service.
- £25 - budget report.
- £217 – Annual client review workshop.
- £120 per annum – Hills Financial Planning App annual subscription.

Data Protection and Clients consent for Hills Insurance Services Ltd Trading as Hills Financial Planning

DISCLOSURE OF CLIENTS PERSONAL DATA -Where investment business services are provided to Hills Insurance Services Ltd by third parties then circumstances may arise which warrant the disclosure of more than just your basic contact details.



DATA PROTECTION ACT 1998 – HOW WE USE YOUR PERSONAL INFORMATION -We collect data about you and your family during our initial and other meetings with you. We will also collect data about you and your family from other people. We collect the data through note-taking and filling in of questionnaires about you and your family's circumstances. Where you provide any third party personal data to us, for example the names of beneficiaries under any proposed trust arrangements, you agree that you will only do so in strict accordance with relevant data protection legislation and will inform us of any changes which may affect our processing that data on your behalf.

We may make checks with credit rating agencies to authenticate and verify your identity and credit status. We also make checks with organisations with whom you have policies of insurance and investments and with your mortgage provider. These checks are to help us with our legal obligations and to ensure that we provide you with advice that suits your circumstances. The scope and extent of the gathering of information from third parties depends on what type of service you are taking from us.

How is your information used?

The primary legal purposes for which we process your data are:

- a) Performance of this agreement with you;
- b) Our legitimate interests, specifically our own business and professional management and compliance with our responsibilities to others;
- c) Compliance with the requirements of the FCA, HMRC or any other applicable legal or regulatory authority.

Where we need to process special categories of personal data we shall only do so if one of the specific grounds for processing such data under Article 9 of the GDPR applies, most usually that you have given us express written consent to process such data.

Steps will be taken to ensure that the information is accurate, kept up to date and is not kept for longer than is necessary. Your attention, however, is drawn to the point that since our services involve advice upon long term investments such as pension portfolios and assurance based-products with long maturation periods we will need to hold and process your personal data relating to such long-term investments until after the maturation dates of such long-term investments, plus any additional period required by law or by any regulator. Under FCA regulation we have a mandatory requirement to retain your data for specified periods (and for some products, such as occupational pension transfers, we are required to retain this data indefinitely).

Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data. The information you have provided is subject to the Data Protection Act 1998 and (from the dates the same come into effect) the General Data Protection Regulation (GDPR) and any UK Act of Parliament facilitating the operation of the GDPR, together with any secondary legislation, codes of practice and guidelines on the above (together the "Data Protection Legislation").

By signing this document you acknowledge the legal bases on which we will be processing your personal data, both manually and by electronic means, for the purposes of providing advice, administration and ongoing review services.

We may transfer your data to the following third parties for the following purposes:

- 1) Investment providers and potential, in line with the advice agreed with you and your instructions;
- 2) Data processors engaged by us under service contracts to provide back office and analytic services in respect of the data; and
- 3) Hills Financial and Insurance Services Ltd, where you ask for non-regulated trust advice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

The above, together with any other third parties expressly notified to you and agreed in writing are the only “companies associated with us” with whom your data will be shared and the use of that phrase elsewhere in this agreement refers to the above persons and categories of persons. We do not expect to transfer your data outside the European Economic Area and if we do so it will be on the terms of a data transfer agreement incorporating standard contractual clauses in a form approved for such purposes.

Call Recording

All telephone calls are recorded (or made note of) for regulatory and training purposes and these will be referred to as part of our advice records. All call recordings and/or attendance notes will be used to minimise ambiguity in our discussions or instructions received and are encrypted for security and integrity purposes. These records will be kept in line with regulatory and statutory requirements, and will be retained for a period of at least 6 years.

In order to meet our regulatory obligations; calls concerning advice and transactions may not be carried out via our adviser’s mobile phone number, and any such calls will need to be conducted through the recorded office number stipulated.

Data Security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

Your right to a copy of your personal data

Under the Data Protection Act individuals have specific rights to access data which we hold on them, to correct inaccurate and incomplete personal data, to object to automated processing of your data, and in certain limited and specific circumstances, a right to have data which we hold about you erased. If you believe that any information held is incorrect or incomplete, you should contact the Data Protection Officer at our usual address. Any information that is found to be incorrect or incomplete will be amended promptly.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

Marketing

There may be times when we feel that a service or product may be of interest to you. In order to make you aware of these services or products, we may wish to contact you so that you can make informed choices about your finances. Please indicate your preferences using the boxes below.

Please tick here if you would like us to contact you by email or SMS with information about goods and services which we feel may be of interest to you

Opting Out

You can ask us or third parties to stop sending you marketing messages at any time by contacting us at any time.

Your legal rights

You have the right to:

- Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

Declaration of Consent

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read the terms carefully before signing, as by signing you consent to the terms within this document including the authorization to transfer information between parties as described above. If there are any terms within this agreement that you do not understand, please ask for further information. The client agreement will come into effect from the date of acceptance of this agreement, which will be confirmed by the date provided in the “date of signature” box below, unless otherwise stated.

Please indicate your preferred methods of contact, if all methods tick all boxes.

Via telephone Via post Via email

You may inform us at any time if you want to change your options

I understand and consent to the terms in this document (version 2019.8)

Name: :.....

Signed:..... Date Signed:.....

Name: :.....

Signed:..... Date Signed:.....

Date of Issue: :..... Date of Receipt:.....