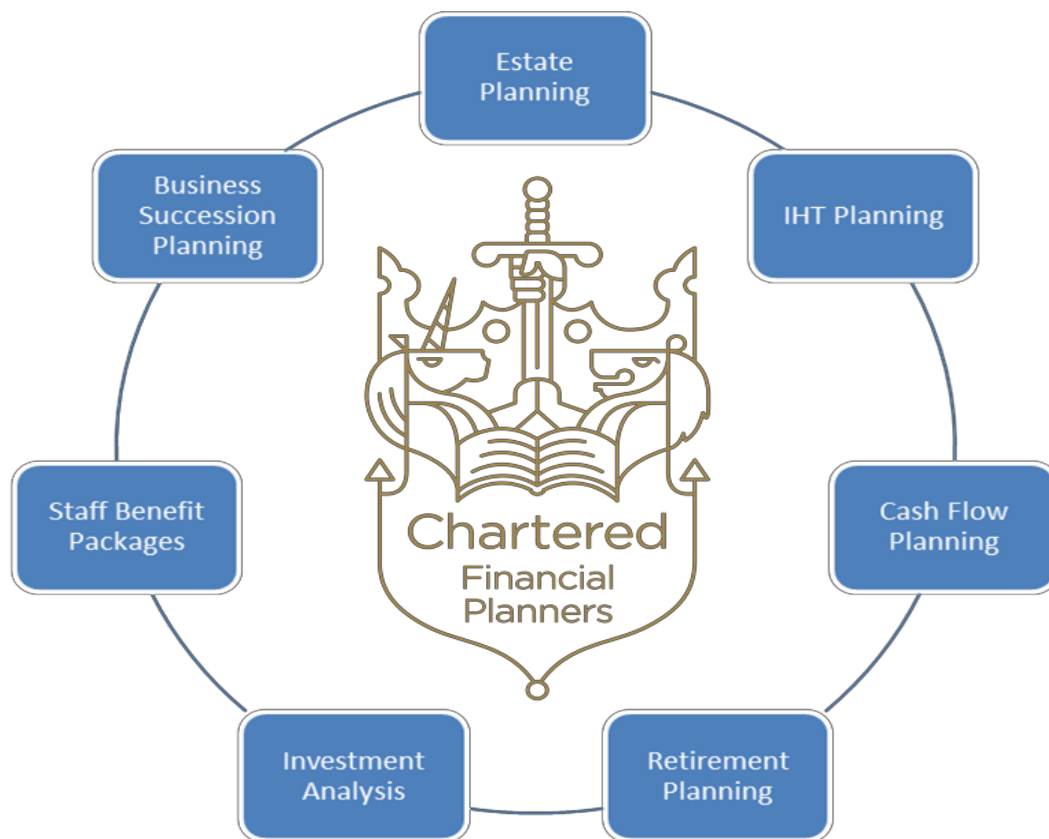


# PROFESSIONAL FINANCIAL PLANNING SYSTEM



## Our Aims

**“To help 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”**

## **Mission Statement**

**“To be the best financial planning firm in the country providing the highest quality of financial advice and a consistently excellent client experience.”**

**Tel: 028 2827 6814**

[www.hillsfinancialplanning.co.uk](http://www.hillsfinancialplanning.co.uk)

## **Our Team**



**David Hill – Director**  
Chartered Financial  
Planner



**Zoe McKay- Director**  
Chartered Financial  
Planner



**Helen Tweed**  
Chartered Financial  
Planner



**Chris Todd**  
Chartered Financial  
Planner



**Jack White**  
Chartered Financial  
Planner



**Emma McCahon**  
Practice Manager



**Adam Kennedy**  
Head of Para-  
Planning



**Shannon Murray**  
Para-Planner



**Reagan Butcher**  
Para-Planner



**Rebekah Horner**  
Para-Planner



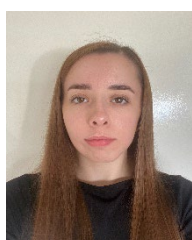
**Hollye Hamilton**  
Technical Administrator



**Aimmie McAllister**  
Para-Planner



**Jamie McKay**  
Trainee Para-Planner



**Aimee McRandle**  
Trainee Technical  
Administrator



**Jessica Taylor**  
Client Services  
Administrator

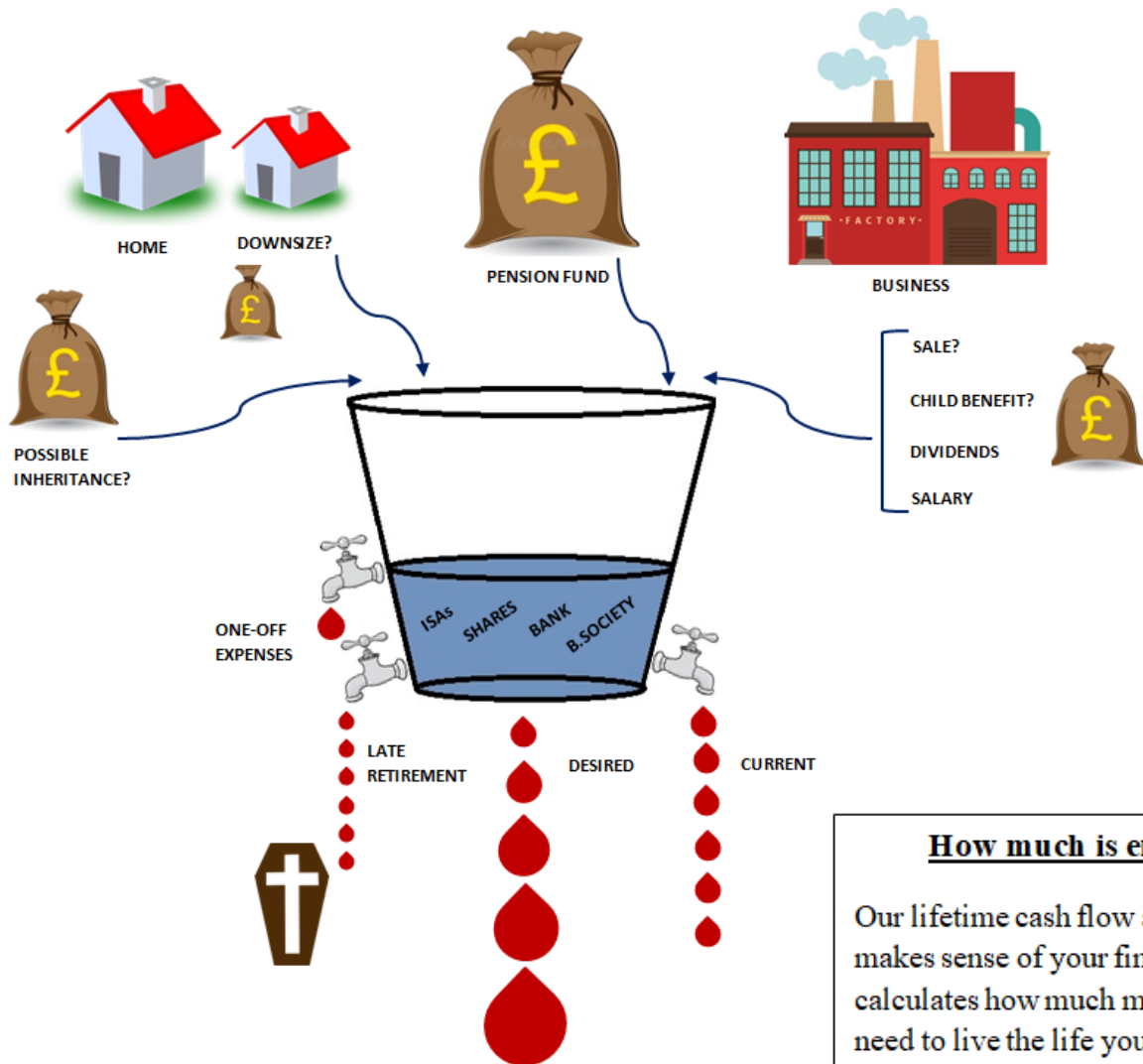


**Anna Hill**  
Finance and Marketing

## 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, FPFS, 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 and is a Fellow 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 joined Hills Financial Planning in 2015 and practices as a Financial Planner offering a comprehensive service to all of 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 in 2014 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.

## **Background information about Jack White:**

**Jack White** LL.B, DipPFS, APFS, CHARTERED FINANCIAL PLANNER

### **Curriculum Vitae:**

Jack joined Hills Financial Planning in 2019 having graduated from Queen's University Belfast with First Class Honours in Law & Politics. At Queen's, Jack was awarded two Scholarships for outstanding achievement. Jack has since completed the Diploma and Advanced Diploma in Regulated Financial Planning and has obtained Chartered Financial Planner status. Like all of the Financial Planners, Jack offers a comprehensive range of services to his clients.

Jack focuses on identifying his client's goals and objectives, and determines how clients should best utilise their assets. Jack appreciates that each client requires a unique financial plan to achieve their own version of 'success', and enjoys guiding clients throughout their journey.

When out of the office, Jack enjoys playing football, travelling, and finding scenic routes to fly his drone.

## **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](mailto: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](http://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.

## **Client Categorisation**

Unless you receive confirmation in writing to the contrary, in all our dealings on investment matters you will be treated as a Retail Client. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service (FOS).

Where we have categorised you other than as a ‘retail client’, you may request re-categorisation under a client category which benefits from a higher degree of protection. However, we reserve the right to agree to such a 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.

Further information in respect of the Financial Ombudsman Service is available on their website at the address below:

<http://www.financial-ombudsman.org.uk/>

## **Capturing Your Needs**

We are committed to providing you with a service that meets with your individual needs. To enable us to achieve this objective it is important that you are open and frank with us and provide us with all of the necessary information that we will need to deliver a service that reflects your needs. This will enable us to identify products and services that best meet with your personal circumstances. It will also help us to identify any specific needs regarding the methods by which we deliver our services to you. This may include additional ways of communication to those that we usually use as set out in the next section entitled “means of communication”. For example, if you need information in large font due to sight difficulties, we can provide you with that.

Further information on how we collect and use your personal data is set out in the separate Privacy Notice that we have issued to you.

## **Means of Communication**

We will enter communication with you through whatever means are convenient to you including face-to-face, telephone, paper, e-mail and other acceptable electronic communication methods. This information will be provided free of charge.

Our communications will ordinarily be in English, both in respect of oral and written communications.

You may at any time choose to request information in paper and 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.

## **Client 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.

## **Records of Communications**

We are required by our regulators (the FCA) to keep records of any telephone conversations or other electronic communications with our clients in relation to the arranging of transactions in investments that are categorised as financial instruments.

Please note that for telephone conversations the records will be obtained by recording the conversation.

The term 'electronic communication' covers many categories of communications and includes (amongst others) video conferencing, fax email, Bloomberg mail, SMS, business to business devices, chat, instant messaging, and mobile devices applications.

A copy of our call recording policy is available upon request.

## **Investment objectives and restrictions**

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated investment objectives, agreed level of risk you are prepared / able to take 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 identified during our discussions with you and confirmed within the suitability report that we will issue to you to confirm our recommendation(s). 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.

## **Client 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.

## **How we charge for our services**

The method of paying for our services will depend on the type / level of service(s) provided. We will discuss your payment options with you and answer any questions you may have. We will agree the basis, frequency and method of any charges with you in writing before we carry out any work that you will be charged for. Examples of the costs of our services are included within the Client Disclosure Document. We will not charge you anything until you have agreed on how much we are to be paid. We will inform you if you have to pay VAT.

### **Advised services**

For advised services, you will be charged an adviser charge. The actual amount will depend on the service(s) provided to you and the amount will be agreed with you before we carry out any work that we will charge you for. Our suitability report that we will issue to you, will contain details of how much you will be charged and how payment is to be made.

### **Non-advised services**

For non-advised services, if commission is available to us, you can choose to pay us by allowing us to keep the commission, or by paying us an adviser charge instead.

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.

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.

If you choose to pay via commission, we will tell you how much the commission is before the transaction is completed. If you choose to pay by adviser charge we will issue you with a ‘Services and Payments Agreement’ which will contain details of how much you will be charged and how payment is to be made.

### **Accounting to you**

We will confirm to you in writing the basis of our service and the reasons for recommending any transactions transmitted or executed on your behalf. Where you agree to an ongoing service we will provide regular reports to you regarding that service. We will agree and confirm the frequency and timing of those reports based on your needs. The extent of any ongoing review will be determined by your needs.

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.

### **Nominee and Safe Custody Services**

We do not safeguard or administer client assets but we may arrange business through platforms, which will provide custody services for your assets. Where this is the case, the legal title of investments will be registered in the name of the third party’s nominee.

Transactions will be transmitted to the fund supermarket, investment wrap platform, or similar third party investment institution for them to execute. Money or transferred assets will be placed immediately with that third party for investment – we will never hold the assets for you. We will provide you with the relevant account opening details for the identified third party such as their Terms & Conditions, Nominee and Safe Custody Service, Best Execution Policy, Execution Venues and Conflicts of Interest Policy (or equivalent documents). The legal title of investments will be in the name of the third party’s nominee.

For non-platform business we will make arrangements for your investments to be registered in your name unless you first instruct us otherwise in writing.

### **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) and/or we may provide details of such rights in a separate communication.

In the case of any non-retail investment products e.g. an ISA wrapper, 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.



## **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-imbursement 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.

## **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 interests.

## **Best Execution Policy**

It is in the interests of our clients and the firm 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 sufficient 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.

Our permitted business is advising on and arranging investment, non-investment insurance contracts and pensions.

Tax and Trust advice is not regulated by the Financial Conduct Authority

You can check this on the Financial Services Register by visiting the FCA's website – [www.fca.org.uk/register](http://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).

## **What to do if you have a complaint**

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

In Writing – Write to David Hill at Hills Insurance Services Ltd, 19 Main Street, Larne, BT40 1JQ or email [david@hillsfinancialplanning.co.uk](mailto:david@hillsfinancialplanning.co.uk)

By Phone – Telephone 028 2827 6814

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

## **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 or the providers with whom we arrange business cannot meet obligations. This depends on the type of business and the circumstances of the claim.

### **Investments**

Most types of investment business is covered up to a maximum of £85,000.

Investment based insurance/Long term insurance provision e.g. pensions and investment bonds

The maximum level of compensation for claims against provider firms declared in default on or after the 3rd July 2015 is 100% of the claim with no upper limit.

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 policy holder.

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

Further information about compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

## **Data Privacy Notice**

Please refer to the separate Data Privacy Notice that we have issued to you that sets out how we collect and use data about you

## **OUR SERVICES**

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### **1. Whose products do we offer?**

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#### **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.

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### **2. Which service will we provide you with?**

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We will make a personal recommendation after we have assessed your needs and circumstances. We offer products based on a fair and personal analysis for all types of non-investment insurance and investment contracts.

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### **3. Capturing your needs**

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We are committed to providing you with a service that meets with your individual needs. To enable us to achieve this objective it is important that you are open and frank with us and provide us with all of the necessary information that we will need to deliver a service that reflects your needs. This will enable us to identify products and services that best meet with your personal circumstances. It will also help us to identify any specific needs regarding the methods by which we deliver our services to you. This may include additional ways of communication to those that we usually use as set out in the section of this agreement entitled “means of communication”. For example, if you need information in large font due to sight difficulties, we can provide you with that.

Further information on how we collect and use your personal data is set out in the separate Data Privacy Notice that we have issued to you.

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

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##### **Investment**

We get paid by fee's which can either be payable from the policy on your behalf or by you at the outset before any services commence. We will tell you how we get paid and the amount before proceeding with any recommendations.

##### **Insurance**

We arrange the policy with the insurer on your behalf. You do not pay us a fee for doing this. We receive commission from the insurer which is a percentage of the premium you pay to the insurer.

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#### **5. CONFLICTS OF INTEREST**

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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 interests.

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#### **5. What to do if you have a complaint**

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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](http://www.financial-ombudsman.org.uk)

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## **6. MEANS OF COMMUNICATION**

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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.

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## **7. ENDING YOUR RELATIONSHIP WITH US**

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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**

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### **1. Our services**

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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.

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### **2. What type of service will we provide you with?**

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Independent advice – We will advise and make a personal recommendation for you after we have assessed your needs. Our recommendation will be based on a sufficient range of retail investment products, financial instruments and structured deposits.

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

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You will pay for our services on the basis of an adviser charge.

We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid.

We will discuss with you the basis of our charges, based on the type(s) of work we are asked to undertake for you.

We will discuss with you when you will have to pay our charges, both initial and ongoing.  
Advised services

For our advised services, you will pay us via an adviser charge.

Initial advice service

Our initial advice will be appropriate for you, based on your requirements and circumstances at that time. We will not ensure that any initial advice remains suitable for you at a later date, unless you select to receive ongoing services from us.

Ongoing services

In addition to our initial advice services, you could ask us to undertake further services on an ongoing basis. Details of any ongoing services that we offer are detailed later within this document.

You may at any time cancel an Ongoing Advice Service by serving your notification of cancellation to us in writing. Upon receipt of your cancellation notice for an Ongoing Advice Service we will arrange for any future payment of any associated charges to cease.

Our typical adviser charges are noted below. The exact amount may be more or less than this, but will be specifically agreed with you based on the work you ask us to do for you.

Please note that as the investment amount increases, your ongoing charge may also increase.

We will confirm the actual adviser charges in writing within our separate 'suitability report', before providing our services to you.

If we do not agree a fixed adviser charge with you at outset, you may ask us for an estimate of how much in total we might charge for any service(s) provided. You may also ask us not to exceed a given amount without checking with you first.

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#### **4. How much might our services cost?**

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Before we provide any services to you, we will gather information about your circumstances and needs. Our typical charges are:

Discovery Process	£217
Trust Writing*	£587 - £10,000
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	£487- £1,000
Estimated Initial Fees:	£ _____

The Client Relationship annual fee	0.9% of funds under influence under £1million
	0.5% of funds under influence over £1million
	0.5% of total funds under influence for Business Property Relief products

Arrangement of Lump Sum Investments or Pensions	2.9% of the first £50,000 invested
	1.8% of the next £250,000 invested
	0.6% of the next £700,000 invested
	0.2% thereafter on funds invested

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.

Final Salary Pension Transfer Advice: Abridged advice	Fixed fee, payable up front in advance £1,387
Final Salary Pension Transfer Advice: Full advice	Fixed fee, payable up front in advance £4,987
You will be provided with a fee agreement prior to commencement of any Final Salary work being conducted. We will also confirm in writing with you the scope of abridged and full advice. On receipt of abridged advice you may wish to proceed in moving onto our full advice service. If this is the case the fee paid for abridged advice will be discounted from the cost of our full advice service.	

## 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.

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## **5. Your payment options**

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### Initial advice service

Following on from our initial meeting, if you request additional services or accept any recommendations we have made then you will pay us an adviser charge which will become payable on completion of our work.

You will be required to settle the payment of your adviser charge on completion of our work within [28] business days. We accept cheques. We do not accept payment by cash. You will be provided with a receipt upon payment.

### Paying by instalments through your recommended product

If you buy a financial product, you can choose to have your adviser charge deducted from the product. Although you pay nothing to us up front, that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product. These deductions will pay towards settling the adviser charge. These deductions could reduce the amount left for investment.

### Non advised services

For our 'non-advised' services, you will pay us a charge.

### The cost of our services

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

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## **6. Information about other costs and associated charges**

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### **Aggregated Costs and Charges**

We will also provide you with an Aggregated Costs document in relation to investments. This will provide you with information on the total costs to you of the financial products and services that have been recommended to you. The aggregated costs document will illustrate the impact of costs on your investment returns. This will include all third party product and service costs as well as our firms' own adviser charges. This will be provided to you before any investment transactions take place and on an ongoing basis where you have selected to take ongoing services.

### **Other third party costs**

There may be other costs, including taxes, that are payable through other parties (such as the product provider) that we may not be party to. Such charges are normally disclosed in relevant third party documentation, for example a Key Features Document.

## **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.

	<b>Capital Risk</b>	<b>Inflation Risk</b>	<b>Interest Risk</b>	<b>Shortfall Risk</b>
<b>Cash</b>	Low	High	High	High
<b>Fixed Interest</b>	Low/med	High/med	Medium	High/med
<b>Index Linked</b>	Low/med	Low	Medium	High/med
<b>Shares</b>	Med/high	Low/med	Low/med	Low/med
<b>Commercial Property</b>	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 forward planning meetings on request.
- Reports on portfolio performance and fund management review.
- Annual portfolio risk analysis to check that what you have has not become more or less risky than you are comfortable with.
- Fund monitoring and regular reporting
- Subscription to monthly e-mail updates service, covering service & legislation updates.
- Subscription to annual budget report service telling you what you need to know.
- Access to our online portfolio valuation and telephone valuation services.
- Annual subscription to our Hills Financial Planning App.
- A free place at our Annual Client Review Workshop.
- Help bring order to your financial lives and follow through on your financial commitments.
- Behavioural coaching; ensuring you avoid emotionally driven decisions in important money matters and tell you the truth about your money – what you need to hear, not what you want to hear.
- Proactively work in partnership with you, not just work for you, so that you are prepared for the transitions in your life.
- Calculating maximum tax reliefs
- Making effective use of tax allowances
- Monitoring platform selection where appropriate

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



- Face to face forward planning meeting – fee £217.
- All other services listed above are applicable to “customers.”

### **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.

\*Certain services may not be applicable to all investment offerings we will detail our service offering to you at the time of recommendation.

Declaration of Consent for Client Agreement and Terms of Business

This is our standard client agreement and terms of business 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.

I understand and consent to the terms in this document (version2023.01)

Name: :.....

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

Name: :.....

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

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