



Terms of Business

Lathe & Co Ltd are authorised and regulated in the UK by the Financial Conduct Authority.
Warnford Court, 29 Throgmorton Street, London, EC2N 2AT

Lathe&Co

This document sets out the terms of business between our firm and its clients.

These 'Terms of Business' apply until further notice and must be read in conjunction with the 'Guide to Our Service'. In case of any ambiguity between the documents, this 'Terms of Business' will take precedent.

Either we or you can end these terms at any time, without penalty and this will not affect any outstanding transactions being carried out on your behalf.

Lathe&Co

Confirmation of My Advice Areas.....	3
Confirmation of Whose Products I Offer.....	3
What You Will Pay for My Services.....	4
Investment Fees – Standard.....	5
Ongoing Services & Fees.....	8
Investment Fees – Ad Hoc / Where No Ongoing Service in Place.....	10
Ongoing Services & Fees – Mortgage & Protection Only.....	11
Other Important Information We Feel You Ought to Know.....	12

Confirmation of My Advice Areas

Insurance

I will advise and make a recommendation for you after I have assessed your needs for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance.

Mortgages

I will advise and make a recommendation for you after I have assessed your needs.

Investment

Advice – I will advise and make a recommendation for you after I have assessed your needs.

Confirmation of Whose Products I Offer

Insurance

Advice is given based on a fair and personal analysis of the market.

We offer Life, Critical Illness, Income Protection and Whole of Life products from a panel of leading insurers. Ask us for a list of insurers we offer insurance from.

Mortgages

Residential, Business Buy-to-Let; Consumer Buy-to-Let

We offer mortgage services from the whole of market.

We offer a comprehensive range of mortgages from across the market, but not deals that you can obtain by going direct to the lender.

Where you are increasing your borrowing, we will consider the merits of both a new first charge mortgage and securing this by an additional mortgage on a second charge basis.

You may have the option of a further advance from your existing lender, however, we will only consider this where we are able to deal directly with the lender on your behalf.

It may be in your best interests to explore this option and look at the further alternative of an unsecured loan, as this may be more appropriate for you.

Investment

Whole of Market – My recommendation is structured using suitable investment and pension products from the whole of market

Unregulated Mortgages

It is important to point out that not all mortgage loans and services are regulated by the Financial Conduct Authority. Some of the advice and services we provide may relate to loans which are either unregulated or have limited consumer protection.

We will confirm to you if any product we are recommending is not regulated by the FCA.

You should note that if we are arranging a "Buy-to-Let" mortgage for you, it is very important to understand that very few Buy-to-Let mortgages are regulated by the Financial Conduct Authority (FCA). We will confirm to you if any product we are recommending is a Business Loan; a Business Buy-to-Let; or a Consumer Buy-to-let loan.

What You Will Pay for My Services

Insurance

There is no fee for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance. We will be paid by commission from the company, that has already been included in the premium.

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

Mortgages

For residential mortgages:

We charge a fee of £200. This fee is for advice, research, recommendation and implementation (e.g. application, administration of arranging the loan). We will also be paid by commission from the lender.

Our fee is payable on application.

Should you wish you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.

NB- The amount of commission will vary depending on individual circumstances; the lender and product. The exact amount of the commission will be explained to you before you apply for a loan.

Business Buy to Let; Consumer Buy To let

We charge a fee of £200. This fee is for advice, research, recommendation and implementation (e.g. application, administration of arranging the loan). We will also be paid by commission from the lender. Our fee is payable on application

Should you wish you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.

NB- The amount of commission will vary depending on individual circumstances; the lender and product. The exact amount of the commission will be explained to you before you apply for a loan.

If we refer you to a specialist broker for 2nd charge lending, we will receive a payment from the broker if they arrange a loan for you. The amount of the payment will vary according to circumstances.

You will receive a mortgage illustration when considering a particular mortgage, which will tell you about any fees relating to it.

Investment

Standard fees – where you wish to take advantage of our full advice process, or our ongoing service options. These are shown by way of implementation and ongoing service fees, and it is likely that no VAT is due on these fees.

Ad hoc fees – where you do not wish to subscribe to an ongoing service, or where you want specific advice or project work. It is likely that VAT may be due on these fees.

Investment Fees – Standard

1. This process only begins once you have agreed to approved arrangements that will be put into action. This involves arranging investments or other products on your behalf, as required, and may extend to implementing a specific financial planning process, such as estate planning.
2. We will act as the intermediary between the product provider(s) and you, with a view to arranging the purchase of the Retail Investment Products as we have agreed.

You will not incur any fees until we have agreed what they will be. I set out below how we calculate the correct level of fee for the initial advice. This includes works in relation to the design, production and implementation of a financial strategy.

Percentage of Investment or Transfer Amount

When our work entails investing a lump sum of money, our charges are capped at a maximum of 4.00% depending on the complexity of the case:

As an example, for a case involving the consolidation of four pensions with a cumulative transfer value of £150,000 charged at 2.50%, the fee would be £3,750.

There is a minimum amount of work involved with even relatively small sums to be invested and I shall ensure you are aware of all requirements prior to commencement.

NB: for EIS/VCT investments initial charge is 5.00% on any lump sum amount due to research, paperwork and due diligence involved.

Should you invest through regular premiums, our range of charges taken over 12 months are:

- Up to 50% of the first £250 of monthly premiums
- Up to 30% of the next £500 of monthly premiums
- Up to 20% over £750pm

Our typical charge is 30% of the first year's premium.

- For a regular premium of £30pm, this would equate to £1,080 (12 x £300 x 30%)

The charges outlined above are raised when the investment is made, and it is likely that no VAT is due on these fees. If you ask us to stop work after agreeing to these fees you will be invoiced for the time spent on your case.

If detailed recommendations with illustrations have not been provided and discussed with you at this point; it is likely that VAT is due on these fees.

Implementing Investment Solutions

As with most investments there is a risk of loss, especially in the short-term (over periods of less than five years). If you need access to your money in the very short-term, then holding it in a risk-free bank account could be the right course of action. We will discuss these options with you, as well as providing a detailed suitability report for you to read in your own time, before we implement our recommendations. This will help ensure you understand the advice you have been given. Of course, if you have any questions we will be happy to help. You are not obliged to implement any of our recommendations. However, we may still charge a fee for our advice.

When we arrange an investment for you it will typically be made into a collective investment fund. These funds have a range of different investment strategies, so we will recommend one that aligns with your attitude to risk and the period of time you wish to invest for.

These funds will typically be bought via an investment platform that we recommend for you. Once we have completed the advice process the investment will be made for you in a timely manner, and in accordance with our Best Execution Policy. For example, for the majority of collective investments, they will be bought or sold at the next Valuation Point (typically 12.00 Midday) the next business day, after the instruction has been received by the platform.

Once we have agreed on an appropriate solution we will provide you with full details of the investment fund, platform, and all associated costs.

Ongoing Services & Fees - Investments ongoing Services & Fees – Investments

Set out below are the detailed elements for the indicative levels of ongoing service that we deliver to our clients. You can, if you wish, add or augment levels of service, with your adviser, as you deem appropriate. Our fees for our services can be seen below:

Enhanced	Where client's portfolios grow in terms of value, and potentially complexity, these need to be managed and reviewed appropriately. Building on our annual review services, this service has more frequent reviews and opportunities to ensure clients are kept informed of performance, and that plans are maintained in accordance with client's circumstances and objectives. This may well include consultations with other specialist advisers.
Standard	A comprehensive service aimed at initial analysis, recommendation and implementation in line with a client's immediate needs. With ongoing reviews and recommendations, this is a service to adapt to a client's changing needs and circumstances.
Basic	A straightforward advice service typically centred on immediate client issues and needs that require initial analysis and recommendations. With an ongoing review delivered remotely and via advisory updates, this still brings client awareness and peace of mind.

At a review, we will cover:

- Assessment of personal circumstances
- Review of your goals and objectives
- Reassessment of your attitude to investment risk/return and market sectors
- Review of investment performance & holdings
- Valuations & investment commentary

Where appropriate, recommendations in order to keep your new / existing* plans in line with your objective.

Service will include recommending changes to existing investments to help meet your goals at an acceptable level of investment risk, providing fund analysis and valuations and a wide range of associated ad hoc services.

Lathe&Co

All service levels include a review, it is simply the style and frequency that alters as shown in the table overleaf:

On Going Service Offering	Enhanced	Standard	Basic
Keeping you informed with pertinent and relevant information	✓	✓	✓
Annual valuation of plans invested via ourselves	✓	✓	✓
Telephone and e-mail access to your adviser included	✓	✓	✓
Option of an annual telephone review of your plans	✓	✓	✓
Annual Face-to-Face review meeting	✓	✓	X
Half Yearly Face-to-Face review meeting	✓	X	X
Liaising with your other professional advisers i.e. legal, accountancy without extra charge	✓	X	X
Total Annual Service Charge:	1.00%	0.75%	0.50%

Based on a Fund Value of £150,000	£1,500	£1,125	£750
--	---------------	---------------	-------------

Please note that as the fee is based the investment value, the actual amount we receive will increase (or decrease) in proportion to any increase (or decrease) in the value of your portfolio.

Alternatively, for clients and their families with more complex financial arrangements you are likely to need a range of support services over time such as IHT planning, re-mortgaging, taking retirement benefits over time and regular cash flow monitoring. We may agree a monthly retainer that reflects the service required, paid by standing order or direct debit. Details are available on request.

Please note there this a charge of 0.12% towards the cost of continued oversight and maintenance of underlying investments. In providing these functions we may engage the services of external parties and incur associated costs including without limitation those relating to:

- Engagement of external investment consultants
- Accessing market leading asset manager fee arrangements
- Portfolio construction capabilities

- Portfolio review, oversight and monitoring
- Engaging external experts to attend quarterly investment committee meetings
- Use and licensing of analytical software

Impact of Fees

When you make an investment there will be costs involved which will impact your investment returns. These costs will typically comprise of the platform charge, the fund manager charge and our advice fee. Your personalised illustration will clearly show the actual costs that will apply to your investment.

Other Important Information We Feel You Ought to Know

If You Are Not Satisfied with Our Service

If you have a complaint about your Adviser or any financial advice you have received from your Adviser, please contact our Compliance Manager, Jonathan Reid:

Address: Warnford Court, 29 Throgmorton Street, London, EC2N 2AT

Telephone: 0203 954 6012

Email: jonathan.reid@latheandco.co.uk

We will be happy to provide you with a summary of the internal procedures for handling complaints, this is available without charge upon request.

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

The Financial Ombudsman Service can be contacted as follows:

Address: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone: 0300 1239123

Email: complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

You should note that if your Buy-to-Let Mortgage is not regulated by the FCA, you will NOT be entitled to refer the complaint to the Financial Ombudsman Service.

Our Regulator - The Financial Conduct Authority

We are authorised and regulated by the Financial Conduct Authority (FCA Register number 798222).

The permitted business of Lathe and Co Ltd is advising on and arranging pensions, investments, mortgages, life assurance and general insurance. You can check this on the FCA's Register by visiting the FCA's website www.FCA.org.uk/register or by contacting the FCA on 0300 500 8082.

The FCA address is: 12 Endeavour Square, London. E20 1JN

Client Classification Levels for Your Protection

The FCA has rules which affect your rights as a customer. In our dealings with you we will be representing you as the customer, rather than acting on behalf of an insurer.

We classify all our individual customers as 'retail' customers. As a retail customer you have rights under the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS)

There are other classifications of customer that do not have these rights. These are "professional" customers - such as listed companies, local authorities and larger partnerships or trusts. Also "eligible counterparties" (e.g. national governments and other state bodies, banks or regulated financial services firms).

Client Money

We do not handle Client Money. We never handle cash and will only accept a cheque made out to us in settlement of Advice and Service fees. Our preferred method of payment is via bank transfer.

Your Duty of Closure

Any financial advice we provide will be based on your personal financial circumstances and objectives. It is important that the information you give us is both accurate and a true reflection of your current circumstances.

It is your responsibility to provide complete and accurate information to a provider (a provider being for example, an organisation that provides insurance, mortgage, or investment related plans).

It is important that all statements made on any proposal form, or on any additional documentation are full and accurate.

Please be aware that if you fail to disclose any relevant information, or any change of circumstances to a provider, then the terms of your desired plan may be invalidated (e.g. an insurance claim may not be paid). We strongly recommend that the information you provide is checked thoroughly prior to submission.

Investment Advice and Recommendations Scope

Any investment advice provided will be based on your personal financial circumstances and objectives. We will confirm these and the reasons for any recommendation in an Advice Report.

If you have asked for any restrictions on the types of investment or the markets you wish to invest in, these will be confirmed in the Advice Report. We will always make it clear when products are not within the 'regulated' scope and advise you of your rights.

Paying for Advice and Services

Where payments are facilitated through a product, this will impact the actual amount remaining invested.

Payment of the initial Advice and Ongoing Service fees facilitated by the relevant Product Providers or Platform administrators will be as a percentage of contributions invested or of the value of the plan's value/funds under management as at the anniversary of the initial investment. As such, the cash equivalent amount will vary depending on the value at the time.

Providers/Platform administrators will detail the specific process they operate to facilitate a fee in their literature. If you opt to pay the Adviser Charge directly (not through a product) an invoice will also be provided. Full details of the final Advice will be provided in the Suitability Advice Report. Full details of the any future Service fee will be provided either in the Suitability Advice Report or 'Authority to Proceed' document prepared for you by your Adviser. You may also be asked to sign and return a copy of the Authority to Proceed document to confirm your understanding and acceptance of the arrangements.

Cancellation/termination of Authority Cancellation/Termination of Authority

The Ongoing Service fee or our authority to act on your behalf can be cancelled at any time without any penalty by email or post using the contact details provided. We will endeavour to instruct the Provider, Platform or DFM to stop the fee within 5 working days of receiving your instructions and refund any over payment if we are unable to meet this commitment.

You may ask us for an updated estimate of your advice charge at any time and you may ask us not to exceed a given amount without checking with you first.

Investment Advice Refund

Our standard policy is that in circumstances where this agreement is terminated, a recommendation is not followed through to implementation, or a product arranged is cancelled at any time, no refunds will be given, and all work undertaken will be billable. Please note that this does not affect your statutory rights or ability to complain.

If you cancel your investment(s) in the cooling off period or stop regular contribution payments the fee will no longer be due unless a minimum fee is stated in this Terms of Business and your Adviser Charging Agreement/Authority to Proceed.

Language

Unless agreed by us at outset all communication will be completed in English. We will communicate in a manner that is convenient to you, this could include Face-to-Face meetings, Post, E-mail and by telephone.

Timing of Reports

Financial Planning: I will send you a Suitability Advice Report setting out the reasons for my recommendation at the time of my recommendation and where applicable before implementing any advice that I have recommended.

Mortgage Advice: I will send you a Suitability Advice Report setting out the reasons for my recommendation within 15 days of making that recommendation.

Protection Advice: I will send you a Suitability Advice Report setting out the reasons for my recommendation within 5 days of completion of the contract. If I am advising you by telephone, and the policy starts on the same day the Demands and Needs statement will be sent by the end of the next working day.

VAT

The service we provide is described as an 'intermediation' service. This means we provide advice with the intention of acting between you and a product provider to arrange a financial product or service. If we did not do this, we would be liable for VAT on the fees charged. VAT is not applicable on the fees we charge for intermediation services. In arranging the sale of retail financial products an adviser charge made for advice, even if you decide not to proceed with the purchase of the recommended product, will remain VAT free where the adviser has provided you with full advice services up to that point, including all relevant documentation. The adviser charge made for an ongoing service is also VAT free provided it is in respect of an intermediation service. This means activities such as topping up an investment or utilising available investment tax allowances, such as the ISA allowance. In the event that the advice services we provide become ancillary to our intermediation services, VAT may become chargeable (e.g. we review your entire financial circumstances but make no or limited recommendations).

Should this change in the future, and where VAT becomes due, we will notify you before conducting any further work. In any case, where VAT is payable on our services it will be charged in addition to the agreed fee.

However, where a Discretionary Fund Manager (DFM) forms part of a solution, then VAT may become chargeable.

Declaration of Other Interests

To ensure that client interests are always put first, we operate a Conflict of Interest and Inducements Policy. If a potential conflict of interest does arise it will be actively managed, and we have arrangements in place to ensure that all our clients are treated fairly. If we feel that our interests' conflict with yours, you will be contacted, and we will obtain your consent to proceed. Our conflict of interest policy is available on request.

Addressing Financial Crime

All transactions relating to the services provided by us are covered by Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017. The FCA also requires that we have appropriate measures in place to prevent financial crime.

Our responsibilities include but are not limited to verifying the identity and address of our clients and any third-party making payments on their behalf. If required, you must supply proof of your identity in accordance of the above Regulations. Identity verification checks may include electronic searches of the electoral roll and the use of credit reference agencies, which will result in a soft 'foot-print' on your credit record.

This foot-print is not visible to other financial service providers and does not affect your credit rating in anyway. In accordance with the Data Protection Act 2018 acceptance of these terms and conditions represents your permission for us to access this information.

Financial Services Compensation Scheme (FSCS) Current limits

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. i.e. it differs for investments, insurance, mortgages and bank accounts.

- Insurance: Insurance advising and arranging is covered without any upper limit.
- Mortgages: Mortgage advising and arranging is covered up to a limit of £50,000.
- Investment: Most types of investment business are covered up to a limit of £50,000.
- Deposits: Bank Type Deposits are covered up to a limit of £85,000 per institution.
- Structured Deposits: Structured deposit advising and arranging is covered up to £85,000
- General Insurance: General insurance advising and arranging is covered up to 90% of the claim with no upper limit. Compulsory Insurance is covered without any upper limit.

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

The Law We Operate Under

All our agreements provided are governed and construed in accordance with the laws of England and Wales. In relation to any dispute, for your protection you agree to submit to the non-exclusive jurisdiction of the English courts.

The Data Protection Act 2018

The personal information you provide will assist your financial adviser in offering you the best advice as required by the Financial Services and Markets Act 2000. The personal data you provide will be used and stored in accordance with the Data Protection Act 2018 which incorporates the requirements of the General Data Protection Regulation (GDPR) into UK legislation. Before collecting any data from you, you will be issued with a Privacy Notice Document and will be asked to agree to the collecting, storing and use of your Special Category Data.