

# Harwood Wealth Platform Terms and Conditions



# The purpose of this document

This document provides you with important information and the terms and conditions of the Harwood Wealth Platform which is a trading style of Compass Wealth Management Consultants Limited, Active Financial Partners Limited and AE Financial Services Limited. Together with the terms and conditions which apply to the products in which you invest, these Terms and Conditions set out the legal agreement that applies to your investment.

You should read these documents carefully and they will be stored on your Client Site for your future reference.

# About Compass Wealth Management Consultants Limited, Active Financial Partners Limited and Ae Financial Services Limited

#### General

A Sound Platform for Growth, Harwood Wealth Management Group is a leading financial planning and discretionary wealth management firm.

#### Who regulates us?

We are authorised and regulated by the Financial Conduct Authority (the FCA) for investment business.

Our FCA registration numbers are: Compass Wealth Management Consultants Limited - 419331 Active Financial Partners Limited - 301860 Ae Financial Services Limited - 190663

Unless otherwise agreed, we treat you as a "retail client" under FCA rules. This means you get the highest level of regulatory protection available under those rules as amended from time to time.

#### Main Risk Factors

- With investing, your capital is at risk;
- Investments can fluctuate in value and you may get back less than you invest;
- What you get back will depend on future performance, nothing is guaranteed. Past performance is no guarantee of future performance;
- The current charges shown in the charges section may increase;
- Your investments may grow less than illustrated;
- Tax rules can change at any time;
- If you transfer from another ISA or GIA provider, the benefits may not be comparable; and
- If you cancel and your investments have fallen in value, you will not get back the full amount you invested or transferred.



#### Your Platform Accounts

#### Opening your account

To open an account on the Harwood Wealth Platform you must complete and sign the relevant online application forms before any payment is sent. We will let you know as soon as your Application has been accepted.

If for any reason, there is a problem with your Application (for example you have not given us all the information we asked for) we will let you know as soon as possible. Where this happens, it might mean any investment you have asked us to make is delayed or rejected.

When your Application has been accepted, we will make the investments that you have requested. We will also set up any regular investments or withdrawals you have instructed us to.

#### The types of accounts on the Harwood Wealth Platform

The following types of accounts are available on the Harwood Wealth Platform through your financial adviser:

- Stocks and Shares ISA (ISA) General
- Investment Account (GIA) Personal
- Pension
- Onshore Bond
- Offshore Bond

We will require a separate application and agreement to relevant Terms and Conditions for each Account.

#### Your commitment

- You must take care to read all of the relevant literature and information provided to you;
- You must read our **Privacy Notice** provided to you;
- You will pay the associated fees and charges, as set out in the Fees and Charges section;
- Where instructions are placed online via your account, Harwood Wealth Platform will take in good faith that you placed them personally. You must keep your personal login details secure.

#### Your responsibility to give us information

If we ask for information to help manage your Account, and what we are asking for is reasonable, you must give us that information. For some instructions we carry out we might also ask for your bank details to be verified.

You must tell us as soon as possible if you change your permanent residential address, and provide documentation as required by us to confirm your change in details.

We are obliged to collect certain information about your tax arrangements under UK law and we may be required to share this with HMRC. As well as information about your tax residency, this may include completing appropriate Foreign Account Tax Compliance Act (FATCA) and/or Common Reporting Standard (CRS) self-certification forms. It is important that you immediately inform us if your tax circumstances change.



#### Paying money in

The Harwood Wealth Platform accepts payments by:

- · Debit Card;
- Direct Debit
- Bank Transfer;
- Cheque;
- ImpulseSave: and
- Transfer from existing accounts (subject to relevant account rules)

In order to verify the bank account from which you make payment, you may need you to send us an original bank statement for the account, issued in the last three months by a regulated financial sector firm in the UK. Copies or statements printed off the internet must be certified by a suitable person employed in a public regulated service / profession. Please ensure you include your account number and payment reference with any statement or cheque.

#### How are my assets are held?

All client custody accounts are operated by True Potential Investments LLP in accordance with the applicable Financial Conduct Authority (FCA) regulations. Their firm reference number is FRN 527444.

Under the applicable regulations, True Potential Investments LLP are required, amongst other things, to "make adequate arrangements to safeguard clients' ownership rights and to prevent the use of safe custody assets belonging to a client on the firm's own account".

For more information, please refer to the Dealing and Custody Agreement. This document will be provided to you once your investment has been made.

# Making changes to your investments

If you want to make changes to your investments or anything else to do with your account, you need to contact Harwood Wealth Platform. We will give you access to your account online through your personal client website so that you can track your investments and contact us securely.



# Charges

Fee	Amount	Frequency
Platform Fee	0.27%	Monthly
CHAPS Fee	£15 per CHAPS transfer	On transfer

Fees will be taken from any cash holdings in your account (you may have some cash if, for example, you have received a dividend very recently). If there is not a sufficient cash balance to cover the fee, the remainder will be raised by selling units from the largest fund holding.

We calculate the fee daily, based on the value of the Investments held in your account at the close of business, and then collect fees automatically from your investments once a month.

In addition to the above, there will be costs and charges related to the underlying investments. Please refer to your Portfolio Factsheet or Fund Factsheet, and your Personalised Illustration document for further details.

# Closure of your Account

#### Closure by you

Generally, the manner in which accounts are closed will be for the investments to be:

- Encashed and the net sale proceeds paid to your bank account by BACS transfer;
- Encashed and the net sale proceeds to be transferred to another provider;
- Transferred in specie to another provider; or
- Transferred to another Harwood Wealth Platform account

We will follow your instruction to the extent that it complies with these Terms & Conditions and with the respective product Terms and Conditions which apply to your account and does not breach any legal or regulatory restrictions.

There will be no charge for closing an account.

Immediately prior to the withdrawal or transfer of cash and/or Investments, we will first deduct all costs, charges, fees, expenses, taxes, levies or other liability of whatever description which have accrued in respect of the account in or before the date of the transfer or withdrawal and which are calculated but have not yet been paid.

Notwithstanding the closure of your account, you will remain liable for any, costs, charges, fees, expenses, or other liability of whatever description which have accrued in respect of your account prior to the date of such transfer or withdrawal but which have not been so deducted until such time as they are paid in full by you.



#### Closure by us

We are entitled to close your account where:

- You have failed within a reasonable timeframe to provide any documentation we have requested from you in order that we can fulfil our regulatory or statutory obligations (including, but not limited to, the failure to provide suitable evidence to enable us to verify your identity in accordance with anti-money laundering rules and regulations in force); or
- We are obliged or instructed to do so by the terms of a Court Order.

During the period from the date of the notice of closure and the date on which the final cash is returned to your account provider or deposited into your Nominated Account(s), your account will be frozen.

Where the balance of your Cash within the account cannot be returned to your account provider or transferred to your Nominated Account due to a legal or regulatory restriction, we will accept your instruction as to where to transfer this balance to, provided that the instruction does not breach any legal or regulatory restriction.

We will not be liable to you for any, costs, charges, fees, expenses, taxes, levies, or other liability of whatever description which are triggered, accrued or crystallised by the closure of your account.

#### **Electronic Documentation**

By agreeing to these Terms & Conditions you, agree to all your documents relevant to your transactions (Contract Notes, Statements and Custody Statements, etc.) being placed electronically within your personal Client Site.

Should you require paper copies of documentation please contact us in writing at:

5 Lancer House Hussar Court Westside View Waterlooville Hampshire PO7 7SE

Copies of documentation will be provided within five working days from receipt of the request.



### Complaints

If you have a complaint, contact us at the following:

Complaints Officer 5 Lancer House Hussar Court Westside View Waterlooville Hampshire PO7 7SE

T:023 92231448

E:enquiries@compasswmc.com

Your complaint will be handled in accordance with our internal procedure and the Financial Conduct Authority (FCA) rules governing complaints.

If your complaint is not dealt with to your satisfaction the matter may be referred to the Financial Ombudsman Service at Exchange Tower, London E14 9SR

T:0800 023 4567 or 020 7964 1000
E:complaint.info@financial-ombudsman.org.uk
W:www.financial-ombudsman.org.uk

Any such action will not affect your right to take legal action.

# What is the Financial Services Compensation Scheme (FSCS)?

Your cash and investments are held separately to our own accounts. As such, in the event that we or a depositor we use failed financially, your cash and assets would remain yours as they are segregated. As part of any wind down process, the administrator is obliged to return them to you. In the event that we, a depositor, or a fund manager are unable to meet the liabilities to you in full, you may be entitled to redress from the Financial Services Compensation Scheme (FSCS).

Further information is available from:

FSCS 10th Floor Beaufort House 15 St Botolph St Spitalfields London EC3A 7QU

T:0800 678 1100

We ensure that any deposit takers used (e.g. banks) are covered by the Financial Services Compensation Scheme (FSCS). This means that you could be covered by the FSCS up to the prevailing

Harwood Wealth Platform is a trading style of Compass Wealth Management Consultants Limited (registered number 04214267), Active Financial Partners Limited (registered number 04266233) and AE Financial Services Limited (registered number 03655039) which are authorised and regulated by the Financial Conduct Authority. The above companies are registered in England. Registered Office: 5 Lancer House, Hussar Court, Westside View, Waterlooville, Hampshire, PO7 7SE. Part of the Harwood Wealth Management Group Ltd.page:7



rate for each separately authorised deposit taker – subject to eligibility for compensation.

Should one of our underlying Fund Managers fail financially, your investments will be covered at the relevant FSCS rates at the time, the maximum level of compensation for claims under the Investment Business section of FSCS is £85,000 per person, per firm that defaults – subject to eligibility for compensation. This information will be available in the Fund Prospectus.

For further information visit the FSCS website: www.fscs.org.uk