

## **KMG Independent Limited Terms of Business for Retail Clients**

### **This Agreement**

1. This is our standard Terms of Business upon which we intend to rely. This document explains the services you are being offered and the manner in which these services will be carried out and should be read in conjunction with our Charges Schedule (enclosed). For your own benefit and protection, you should read these terms carefully. If you do not understand any point please ask for further clarification.

### **Our Advice**

2. KMG Independent offers both initial and on-going services. Any products that we have arranged for you will be kept under review as part of an agreed on-going service for which you agree to pay. Our on-going services are optional and will only be provided after initial services have been given.

We offer independent advice and arrange retail investment products from a sufficiently diverse range of relevant products (which can include structured investment products, investment trusts and other esoteric investments) as appropriate.

We may, where appropriate recommend holding some or all of your investments with a discretionary fund manager, a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases, we will explain the respective responsibilities of ourselves and the investment manager in relation to your investments.

### **Our Services**

3. The first step towards making the right decisions is to establish a clear understanding of your needs. In summary, our services include:
  - Financial Planning
    - Provide an overview of all your financial plans and how these can be achieved, as well as consider how they complement tax rules, legislation changes etc.
    - Advise and arrange mortgages; equity release (including lifetime mortgages and home reversion schemes).
  - Protection Planning
    - Advise and arrange insurance products from a range of insurers for term assurance, mortgage protection assurance, critical illness insurance, private medical insurance, accident sickness and unemployment insurance, and whole life contracts.
  - Retirement Planning
    - Advise and arrange personal pensions (including stakeholder pensions, small self-administered schemes and self-invested personal pensions);
    - Advise and arrange pension transfers (final salary and money purchase), opt-outs and drawdowns.

### **Commencement**

4. The agreement between us will take effect immediately upon signing of our client fee agreement which will specify the services you have chosen, and the costs involved for those services. It will remain in force until cancelled by either party or is replaced by an updated agreement.

## **Our Obligations**

5. Before providing advice, we will assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. These will be set out and summarised within a personalised suitability report, which will be issued to you to document and explain the recommendations we have made as well as the risks involved.
6. Before making any recommendations, we will carry out a suitability assessment so that we are able to act in your best interests.
7. If you don't want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.
8. Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we will carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We will issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.
9. Please be aware that investments can fall, as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future returns.
10. Specific warnings relevant to the investments, investment strategies or other products we arrange are provided in the product literature provided.
11. We may, where appropriate, recommend holding some, or all, of your investments with a discretionary fund manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In some circumstances we may act as your 'agent' in relation to the part of your portfolio held with a DFM. This means that you won't have a direct contractual relationship with the DFM and the DFM will instead treat our firm as its client. Before setting up this type of arrangement we will explain the implications to you along with the respective responsibilities of ourselves and the DFM in relation to your investments.
12. We may occasionally recommend investments that are not readily realisable. We will only do this where appropriate but, if we do, we will draw your attention to the risks associated with the investments in our suitability report. There is a restricted market for such investments and in some circumstances, it may not be possible to deal in the investment or obtain reliable information about its value.

## **Financial Crime**

13. We are required by the anti-money laundering regulations to put in place controls to prevent our business from being used for money laundering and other forms of financial crime. We will verify the identity of our clients and obtain information as to the purpose and nature of the business which we conduct on your behalf, and to ensure that the information we hold is up-to-date. For this purpose, we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file but will not affect your credit rating.

## Best Execution

14. We require our clients to give us instructions in writing by post or email, unless a discretionary mandate is in place. We will accept oral instructions, at our discretion and will acknowledge, either in writing or orally, at our discretion, any instruction you give us. We can refuse your instructions at our discretion.

  - Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we will take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.
  - We have a best execution policy. If you want to see a copy of it, please ask us.

## Conflicts of Interest

15. We will endeavour to always act in your best interest, as our client. However, circumstances can arise where we or one of our clients may have some form of interest in the business being transacted for you. If this happens, or we become aware that our interests or those of one of our client's conflict with your interests, we will write to you and obtain your consent before we carry out your instructions. We will also let you know the steps that we will take to make sure you are treated fairly.
16. We disclose below our interest in other financial services companies:

KMG Independent Limited employ the services of KMG Investment Management Limited which is an investment management company set up 2014 by Jenna Duffett and Patrick McIntosh. KMG Investment Management Limited provide research on investment products and funds to KMG Independent Limited. KMG Investment Management provide discretionary fund management within risk rated model portfolios and run their own Investment Fund. Information is passed via an Investment Committee between both companies which meets together Quarterly. The members of the investment committee include all the directors of KMG Independent Limited, along with the Investment Manager, Investment Analyst, Economist and client representatives.

KMG Independent Limited consists of four directors, Patrick McIntosh, Jenna Duffett, Nicholas Matthews and Suzan Harding. Both Jenna Duffett and Patrick McIntosh have a shareholding in both companies. This does not alter our regulatory responsibility to provide you with impartial advice, and so should not influence our advice to you. Please ask if you wish to discuss this further in detail. The companies are run separately, with different management structures in place which are reviewed annually by external auditors.

We complete a documented conflicts of interest policy and register which is reviewed annually and a copy is available on request.

## Other benefits we may receive

17. Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (e.g. product providers) as this would conflict with our independent status.
18. From time to time we may attend training or events funded or delivered by providers, fund managers and platforms. These events are designed to enhance our knowledge in respect of the areas of advice that we provide to you. Therefore, this benefit should ultimately enhance the quality of the service we provide to you. Further details of such events are available on request.

## Communication with you

19. We may communicate with you by telephone, post, e-mail, skype or other electronic means or in person. In certain circumstances, we may ask you to confirm any instructions in writing prior to implementation. We will issue any documentation/recommendations and any other communication to you in English.
20. All cheques, documents of title etc will be sent by post to your last known address and shall be sent at your own risk. The Recorded Delivery service will not normally be used as standard.

## Recording telephone calls

21. To ensure we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we will record and may monitor your telephone communications or conversations with us.
22. Copies of our telephone recordings will be available on request, for a period of 5 years after the recording was made.

## Your Obligations

### This section sets out your obligations in agreeing to receive our service.

#### Providing information about your circumstances

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

## Payment for our services

24. By signing our fee agreement, you are agreeing to pay for our services as set out in that agreement. We will tell you if any payments are subject to VAT.
25. In some limited circumstances such as protection contracts, we may receive a commission payment from the product provider. Typically, this payment will be offset against the charges you owe us for our services. If the commission payment relates to a regular contribution policy and you cease paying the premiums, we may be obliged to refund the commission back to the product provider. In such cases, we reserve the right to request the full payment of any outstanding payment of charges for our services from you.
26. Any products we have arranged for you will only be kept under review as part of an ongoing service for which you have agreed to pay. Our ongoing services are optional, but if you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.
27. Ongoing services can be cancelled at any time by informing us in writing (see Cancellation and Amendments) but please note that we do reserve the right to charge you for services we have provided before cancellation.
28. Where our charges are based on a % of your investments, the amount of our **ongoing** charges may increase as the size of your fund grows.

## Legal and Accounting Advice

29. We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant. KMG will always be happy to make a recommendation to an accountant or legal person that can assist and work with us to achieve your needs.

## Cancellation and Amendments

### Ending this agreement

30. You or we may terminate this agreement at any time, without penalty.
31. Notice of termination must be given in writing and will take effect from the date of receipt.
32. Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.
33. You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.

### Amendments

34. From time to time it may be necessary to amend the terms set out in this agreement where it is not necessary to issue a new agreement. If this is the case, we will write to you with details of the changes at least 14 days prior to the change coming into force.

### Product Cancellation

35. Full details of the product cancellation terms for recommendations made by us will be disclosed in the product disclosure information you will receive before the conclusion of any contract.
36. In most cases, you can exercise a right to cancel by withdrawing from the contract. In general terms, you will normally have a 30-day cancellation period for life, protection, payment protection or pension policy and a 14-day cancellation period for all other contracts.
37. If you cancel a contract you may lose or gain on market movement between the time of investing and exercising the cancellation request.

### How are you protected?

38. KMG Independent Limited is authorised and regulated by the Financial Conduct Authority ("FCA"). The FCA is the independent watchdog that regulates the financial services industry in the UK. Our firm registration number is 422752. You can check this and our address on the Financial Services Register by visiting the FCA website at [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 or at 12 Endeavour Square, Stratford, London E20 1JN.
39. KMG are required to hold professional indemnity insurance by the regulator.
40. Unless we tell you otherwise, we will classify you as a retail client for investment business. This means that you are given the highest level of protection available under the UK's regulatory system the Financial Services and Markets Act (FSMA). You have the right to request a different categorisation; however, this may result in the loss of some of the protections available under the FSMA, such as the right to refer complaints to the Financial Ombudsman Service and the right to receive specific information in respect of any investments we recommend or arrange on your behalf.

## What if things go wrong?

41. If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns.

Mrs Christine Norcross  
KMG Independent Limited  
Rough Beech Court  
Dowlands Lane  
Smallfield  
Surrey RH6 9SD  
**Telephone:** 01342 840 100  
**Email:** [kmg@kmg.co.uk](mailto:kmg@kmg.co.uk)

42. If, after we have reviewed your complaint, you remain dissatisfied you have the right to refer your complaint to the Financial Ombudsman Service contactable at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Copies of our complaint's procedure are available, free of charge, on request.

## Additional peace of mind

43. The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.
44. You may be able to claim compensation from the FSCS if we cannot meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:

**Investments** - eligible claims for most types of investment business are covered for up to 100% of a claim up to a maximum of £85,000 per person, per firm.

**Insurance** - in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## Client Money

45. We are not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in settlement of an invoice generated by us) nor can we handle cash.

## General

### Jurisdiction

46. English Law will be the basis of this contract, and the language in which this contract will be interpreted and in which all communications will be conducted will be English.

### Investment related documentation

47. All investments will be registered in your name unless otherwise agreed in writing. Unless you instruct us in writing to the contrary, 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 of title are involved, we will normally await arrival of all of them before sending them to you, which should be no later than 28 days after receipt of the first document. Where a policy for a

pure protection or private medical insurance contract is received, this will be checked and normally forwarded to you within 24 hours of receipt.

## **Investment Performance and Risks**

48. Our advisory activities for you may include higher risk investments that are not readily realisable, such as structured products, not all of which are regulated by the FCA. The relevant risk warnings for these investments will be set out in the strategy document(s) that we will issue to you. You should consider carefully whether such investments are suitable for you considering your personal circumstances and the financial resources available to you.

## **Unregulated Financial Products**

49. If we have discussed with you and considered that you are either a high net worth individual or experienced investor, our services may also include advice on investments relating to or executing transactions in unregulated financial products. You should carefully consider whether such investments are suitable for you based on your personal circumstances and financial resources available to you.

## **Insurance Related – providing information to your insurer**

50. Your insurance/protection cover is based upon the information you provide to the insurance company. Where you are buying insurance as an individual, this means that you must take "reasonable care" to answer all questions asked by the insurer fully and accurately. Failure to provide accurate information may invalidate your insurance cover and mean that a claim may not be paid.
51. Where you are buying insurance on a business/commercial basis you must ensure that you provide a 'fair presentation of risk' to the insurer. This means disclosing all matters that you know, or ought to know, would influence the insurers decision on offering cover, or terms. You should at least provide sufficient information to alert the insurer to make further enquiries about circumstances that may be material to the risk. Failure to disclose relevant information may invalidate the insurance and result in a claim not being paid.

## **Your Acceptance**

52. This is our standard Terms of Business upon which we intend to rely. For your own benefit and protection, you should read these terms carefully in conjunction with our charges schedule. If you do not understand any point, please ask for further clarification. This agreement replaces any previous agreements and understandings that you have with us. Any changes will be confirmed in writing.

## Appendix A - Charges Schedule

### Services and Our Remuneration for Financial Planning

KMG Independent Limited is a financial advisory firm providing holistic advice to clients. We aim to help you understand and plan for your financial future. We offer an initial consultation at which we will describe our services more fully and explain the payment options. Following our initial discussion, should you decide to go ahead there is a cost for our advice and services.

Full details are available in our brochure which is available on request, or you can download a copy from the website [www.kmg.co.uk](http://www.kmg.co.uk)

### Financial Planning and how we charge for it

For any aspect of our financial planning all actual charges and fees will be fully disclosed to you. We will not charge until we have discussed and agreed the payment options and how we are to be paid.

Our charges/fees will be VAT exempt unless the work we provide for you is a one-off piece of advice and/or preparing a report, in which case VAT will apply. On-going services will not be subject to VAT where both the initial and on-going services are part of the same service.

We provide an independent advice service. This means that we will make a recommendation for you after we have assessed your needs. Our recommendations will be based on a sufficiently diverse range of relevant products including;

Life assurance, Investment Bonds, Pensions, Annuities, Phased Retirement and Income Drawdown, Long Term Care, Critical Illness Cover, Income Protection, Unit Trusts, Open Ended Investment Companies, ISA's, Structured Deposits, Investment Trusts, Exchange Traded Funds, Enterprise Investment Schemes, Venture Capital Trusts and Structured Products.

Where we provide protection planning services, we are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market.

### Initial Charges

Our initial charges relating to new work such as client take-on, new investments and one-off reviews are as follows:

#### Charges for initial consultation

- Initial meeting and a report £500\* plus VAT

\*This is a typical fee for the majority of our clients, however, should your specific case be more complex, e.g including multiple Pension Plans or Estate Planning we will agree a revised fee at outset based on our hourly rate and confirm this to you prior to completing the report.

**Charges for initial financial review report and implementation of our advice**

Investment amount	Fee **
First £1 million	1% (Subject to a minimum of £2,500 and a maximum of £10,000)
Next £1 million (to £2 million)	0.75% (i.e £7,500 on a £1m portfolio)
Next £1 million (to £3 million)	0.50% (i.e £5,000 on an additional £1m)
Any additional funds over £3 million	0.00% (zero)

Set up fees are not subject to VAT.

\*\*These are typical fees for the majority of our clients, however, should your specific case be more complex, e.g including multiple Pension Plans or Estate Planning we will agree a revised fee at outset and confirm this to you prior to completing the report.

Here is an example of how our charge could apply for the first million investment:

- If you invested £100,000 our initial fee would be £1,000

**Paying our initial charges**

We offer our clients various payment options in respect of investment business as set out below:

- Payment on receipt of our invoice with payment due within 30 days or
- Payment via deduction from the financial products that you invest in, where the product/platform allow this. Please note that although you may not be paying an upfront fee, it does not mean the service is free. You will still pay us indirectly through deductions from the amount you pay into your product, therefore reducing the amount left for the investment.
- Should you take out a regular investment product we will take the initial charges from the regular premiums.

**Our on-going charges**

Any products we have arranged for you will be kept under review as part of an agreed on-going service for which you agree to pay. Any on-going service will be agreed with you and confirmed in our fee agreement. The charge for this service will commence alongside the initial charge on a monthly basis. Please see 'Our Services' brochure for full details of the services offered.

**Please be aware that where charges are based on a percentage basis the fees will increase as the value of the investments grow or decrease should the investments fall.**

**Financial Planning Review Service;**

Includes valuations and commentary on your personal portfolios as well as a meeting with your adviser offered to you at least annually.

<b>Assets under management</b>	<b>Fee per annum</b>
Less than £1 million	1.00% (i.e £5,000 on a £500,000 portfolio)
£1 million to £1.5 million	0.75% (i.e £7,500 on £1m portfolio)
£1.5 million to £2 million	0.5% (i.e £7,500 on £1.5m portfolio)
£2 million and over	0.4% (i.e £8,000 on a £2m portfolio)

On-going fees are not subject to VAT as we continue to monitor the suitability of the advice provided to you.

**Paying our on-going charges**

Payment of on-going charges can be made either by:

- A regular fee payment on receipt of our invoice with payment due within 30 days or
- Payment via deduction from the financial products that you invest in, where the product/platform allows. Payments will be deducted from your investment on a monthly basis.

**Charges for additional services**

All charges are based on the expected time that we will need to spend with you advising on each of the following areas of financial planning and the final costs will depend on the complexity. The charges below will also be subject to VAT. A confirmation of the charge will be advised to you in writing before we commence any work for you and an example of each cost is set out below:

- Ad hoc valuations £500
- Additional adviser meeting £500

## **Specialist meetings and reports:**

### Retirement Planning

- |   |        |
|---|--------|
| • Annuity purchase/drawdown arrangement       | £1,000 |
| • Pension report regarding a personal pension | £1,000 |
| • Pension report regarding a company pension  | £2,500 |
| • Review of company arrangement and report    | £1,500 |

### Protection

- |                                  |        |
|----------------------------------|--------|
| • Protection review and report   |        |
| • Research and Advice including; | £500 * |
| • Private medical protection     |        |
| • Income protection              |        |
| • Life assurance                 |        |
| • Critical illness insurance     |        |

\*This charge would be levied if you choose not to proceed with the recommended advice. Should you proceed with the recommendation the actual remuneration will be confirmed on your individual illustration.

### Trust and estate planning

Review and report on your estate position including advice on:

- Trust planning
- Inheritance tax planning
- Disabled or vulnerable person's protection

Based on hourly  
time charge.

### Financing arrangements

- |                            |        |
|----------------------------|--------|
| • Home finance - mortgages | £500   |
| • Lifetime Mortgages       | £1,000 |
| • Portfolio Lending        | £1,000 |

### Other specialist services

- |  |        |
|--|--------|
| • Long Term Care planning                                | £1,000 |
| • School fees planning                                   | £500   |
| • Business consultation and protection assessment report | £1,000 |
| • Lasting Powers of Attorney – Health and Welfare        | £500** |
| • Lasting Power of Attorney – Financial Affairs          | £500** |

\*\* This fee includes the preparation and registration of the documents. Please note that The Office of the Public Guardian apply a registration fee, which is in addition to the figures quotes above.

- Wills £250
- Probate (Estimates given prior to work commencing) £2,500 up to 1% of estate value.

## Transactional services

Should you require us to review any matter not covered above, we can also offer our services for bespoke work on an hourly charge basis of:

- Senior advisers £300 per hour
- Technical analysis and financial planning £225 per hour
- General administration £100 per hour

For example, a one-off piece of advice or research not requiring our on-going service is charged using the above hourly rates (chargeable in 15-minute units).

**You may ask us for an estimate of how much in total we might charge; you may also ask us not to exceed a given amount without checking with you first. Charges for additional services will be subject to VAT at the normal standard rate.**

## Referrals to a Discretionary Fund Manager (DFM)

As part of our service, we may refer you to a Discretionary Fund Manager (DFM) to manage your investments. We will only do this if we think this is a suitable solution for you. We will explain to you in writing why we have recommended the services of the DFM and how the DFM will manage your money and how we will manage the relationship between you and the DFM.

Where we consider that a DFM service is an appropriate solution for you we will:

- Undertake appropriate due diligence and recommend a discretionary fund manager service/provider that we believe best meets your needs and objectives
- Discuss and agree an investment strategy on your behalf with the discretionary fund manager
- Review the investment performance on an annual basis on your behalf ensuring the service continues to meet your agreed needs, objectives and mandate

The costs of this will form part of the on-going service provided to you by KMG Independent, but a separate charge will be applied by the discretionary fund manager.

## Pension transfer advice involving the transfer of safeguarded benefits (commonly referred to as DB pension transfer advice)

A pension transfer from a defined benefit (final salary or career average) pension scheme usually means giving up your income for life in return for a cash value. This cash is then moved and invested in another pension scheme.

Given the complexity of this type of advice, an additional fee will apply, and details of the relevant fees will be provided separately on request.

Unless you ask us to provide DB pension transfer advice, we will assume that if you hold any pension schemes with safeguarded benefits (DB schemes), these will be retained. Any ongoing advice services agreed will exclude any DB schemes that you may hold, and we will assume that you remain a member of any DB scheme(s) and are looking to take the benefits at the scheme's normal retirement age.



If we agree to provide you with a service in relation to defined benefit (final salary) pension transfer advice, a cash equivalent transfer value (CETV) confirms the amount available to transfer to an alternative plan in exchange for giving up your rights under your existing defined benefit (final salary) scheme. You will need to obtain a CETV if you are considering transferring from your existing scheme.

We are unable to guarantee that we will be able to provide that advice before the associated CETV expires. The process involved in providing this type of advice can be lengthy due to the nature and complexity of the benefits involved. Therefore, our obligation to you is to make sure that you fully understand this before entering into an agreement with us.

If your CETV does expire before advice can be given, any subsequent CETV may be less (or more) in value when this figure is recalculated by the scheme. You may also be charged a fee by the pension scheme trustees for providing you with a new CETV.

We will not implement or facilitate a defined benefit pension transfer unless we provide the advice to do so, and we are satisfied that it is in your best interests to transfer.

We will only implement the advice we provide, including the underlying solutions, and we will not implement or facilitate anything that differs from our recommendation.

### **Aggregated Costs and Charges**

Before we provide you with our advice, we will add together all the costs and charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.

## **Appendix B - Privacy Notice**

KMG Independent Limited has issued this privacy notice to you to explain how we use any personal information we collect about you.

### **What information do we collect about you?**

We collect information about you when you engage us for any kind of financial planning advice. This information will relate to your personal and financial circumstances. It may also include special categories of personal data such as data about your health, if this is necessary for the provision of our services.

We may also collect information when you voluntarily complete client surveys or provide feedback to us.

Information relating to usage of our website is collected using cookies. These are text files placed on your computer to collect standard internet log information and visitor behaviour information. We may use your information collected from the website to personalise your repeat visits to the site.

### **Information about connected individuals**

We may need to gather personal information about your close family members, dependants etc in order to provide our service to you effectively. In such cases it will be your responsibility to ensure that you have the consent of the people concerned to pass their information on to us. We'll provide a copy of this privacy notice for them or, where appropriate, ask you to pass the privacy information to them.

### **Why do we need to collect and use your personal data?**

The primary legal basis that we intend to use for the processing of your data is for the performance of our contract with you. The information that we collect about you is essential for us to be able to carry out the services that you require from us effectively. Without collecting your personal data we'd also be unable to fulfil our legal and regulatory obligations.

Where special category data is required we will obtain your explicit consent in order to collect and process this information.

### **How will we use the information about you?**

We collect information about you in order to provide you with the services for which you engage us.

### **Who might we share your information with?**

We will not share your information for marketing purposes with companies outside our group of companies (KMG Investment Management Limited is within our group of companies).

To deliver our services to you effectively we may send your details to third parties such as those that we engage for professional compliance, accountancy or legal services as well as product and platform providers that we use to arrange financial products for you.

Where third parties are involved in processing your data we will have a contract in place with them to ensure that the nature and purpose of the processing is clear, that they are subject to a duty of confidence in processing your data and that they will only act in accordance with our written instructions.

Where it's necessary for your personal data to be forwarded to a third party we will use appropriate security measures to protect your personal data in transit which will include but is not limited to password protection and/or encryption of data etc.

To fulfil our obligations in respect of prevention of money-laundering and other financial crime we may send your details to third party agencies for identity verification purposes.

## **How long do we keep hold of your information?**

In principle, your personal data should not be held for longer than is required under the terms of our contract for services with you. However, we are subject to regulatory requirements to retain data for specified minimum periods. We also reserve the right to retain data for longer than this due to the possibility that it may be required to defend a future claim against us. In any case, we will not retain your personal data for longer than 5 years past the time of your death.

You have the right to request deletion of your personal data. We will comply with this request, subject to the restrictions of our regulatory obligations and legitimate interests as noted above.

## **How can I access the information you hold about me?**

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please email or write to us using the contact details noted below.

When your personal data is processed by automated means you have the right to ask us to move your personal data to another organisation for their use.

We have an obligation to ensure that your personal information is accurate and up to date. Please ask us to correct or remove any information that you think is incorrect.

## **Marketing**

We like to send you information about our products and services and those of other companies in our group which may be of interest to you. If you have agreed to receive marketing information, you may opt out at a later date.

You have a right at any time to stop us from contacting you for marketing purposes. If you no longer wish to be contacted for marketing purposes, please contact us by email or post.

## **Cookies**

We use cookies to track visitor use of the website and to compile statistical reports on website activity.

For further information visit <http://www.allaboutcookies.org/>

You can set your browser not to accept cookies and the above website tells you how to remove cookies from your browser. However, in a few cases some of our website features may not function as a result.

## **Other websites**

Our website contains links to other websites. This privacy policy only applies to this website so when you link to other websites you should read their own privacy policies.

## **What can you do if you are unhappy with how your personal data is processed?**

We may be required to report to the relevant supervisory authority within 72 hours upon discovering a data breach. This will be assessed on a case by case basis. For example, if personal details are lost or stolen which could present a risk of identity fraud for our clients. If a breach is likely to result in risk to an individual's rights and freedoms, we will notify you directly detailing the nature of the breach, the categories and approximate number of individuals concerned, and the same for personal data records concerned.

We will give you a description of the likely consequences of the breach, and a description of any measures taken to deal with the breach, and any taken to mitigate the effects of the breach.

You also have a right to lodge a complaint with the supervisory authority for data protection.

In the UK this is:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

0303 123 1113 (local rate)

## **Changes to our privacy policy**

We keep our privacy policy under regular review, and we will inform you of any changes when they occur. This privacy policy was last updated on 01<sup>st</sup> March 2022.