

Genus

FINANCIAL AND
ESTATE PLANNING

Client Agreement
and
Terms of Business

Genus Financial & Estate Planning is a trading style of Buryfield Grange Life Planning Limited which is registered in England and Wales number 5958027. The registered address is Inspire House, 20 Tonbridge Road, Maidstone

INTRODUCTION

Please read this document carefully to ensure there is no misunderstanding between us. If you agree to the terms and conditions set out, then please sign and return to us. If there is any point upon which you require clarification, then please contact us.

Genus Financial & Estate Planning provides non-regulated financial planning and legal documentation and advice services. These may be on a standalone basis or part of a larger exercise being undertaken by our associated Financial Conduct Authority "FCA" regulated business, Affinity Integrated Wealth Management Ltd. It is important to understand that any and all work carried out by Genus Financial & Estate Planning will be of a non-regulated nature. Advising on, arranging and managing Financial Products are all Regulated activities; all other activities and services are therefore non-regulated.

When we meet with you, which may be in person, via telephone or an online meeting, we will explain how we work on your behalf. This will include discussing your current situation, your financial and personal objectives and obtaining relevant information from you, and if appropriate, other connected parties. We will not undertake any chargeable work on your behalf until we have agreed to work together and have obtained your explicit approval to the fees that are payable.

Financial & Estate Planning is a continuously evolving and lifelong process - we work with Clients and their families over many, many years with the aim of helping them to meet with their financial objectives, protect their assets, reduce tax and to eventually pass on their wealth to those that matter to them most.

By agreeing to our Terms of Business and Privacy Statement you are agreeing to us sharing and exchanging your data between our associated businesses in order to provide the services as outlined in this document.

LOCATION OF MEETINGS

All Client meetings generally take place in one of our offices or online and our charges reflect this. Where on the rare occasions alternative locations are requested, we will make an additional charge to cover travelling time. This will be agreed in advance but typically will add around £360 per meeting.

WHAT WILL YOU HAVE TO PAY FOR OUR SERVICES?

Our fee structure reflects the high-quality services we provide. We will agree, as far as possible, the fees payable before commencing any chargeable work on your behalf. Our fees will change from time to time. Therefore, please do not rely on the fees quoted in this document for any future work that may be required.

BECOMING A CLIENT

An initial call and/or meeting to determine your objectives and to establish whether or not our services are appropriate for you.

Right Fit Conversation™ & Discovery Meeting **No Charge**

ESTATE PLANNING FEES

Initial Estate Planning Fee **Fixed £1,497 Inc Vat**

The Planning fee covers items such as establishing your objectives, priorities and concerns, research and the preparation and presentation of your Genus Wealth Preservation Plan™ that will include recommendations on the actions to be taken, how your tax liability can be reduced and the legal documentation that will be required.

This fee is payable in full and in advance of us carrying out any work or providing any recommendations to you.

LEGAL DOCUMENTATION IMPLEMENTATION FEES

The list of documentation and services we provide is extensive. Typically, a package of legal documentation to encompass new Wills, Will Trusts, Lifetime Gifting Trusts and Lasting Powers of Attorney will cost in the region of £4,000 to £6,000 Inc VAT. For complex arrangements involving businesses or other high value assets, fees can extend to £12,000 Inc VAT or more.

Your Genus Wealth Preservation Plan™ will include a breakdown of any and all fees payable for the documentation and actions recommended.

At other times a fee quotation will be provided for specific pieces of work or documentation required.

Legal documentation fees are payable in full and in advance of any documentation being prepared for you.

EXPRESS SERVICE AND OUT OF HOURS

Where there is particular urgency attached to a piece of work or where it is necessary to undertake meetings outside of our normal office locations, or conduct out of hours visits, for example to a nursing home to take instructions, we will make an additional charge to cover the increased costs accordingly. This will be dependent on the number and location of the meetings required but typically will be in the range of £360 to £990 inc VAT.

GENUS ONGOING ESTATE PLANNING SERVICES

Monthly Subscription **£87 per month inc VAT**

This is a monthly subscription service that provides the following:

- Ongoing compliance with Trustee Act 2000.
- Update on any legislative Trust regulation changes.
- Dealing with any changes required to beneficiaries or trustees.
- Dealing with distributions to beneficiaries.
- Confirming ongoing appropriateness of Trustees.
- Dealing with Trust periodic charges.
- Ongoing support & assistance to yourselves as Settlers, your Executors and Trustees
- Annual suitability check of your Wills & Trusts
- Annual Trustees Meeting (if required)
- Assistance with any required Annual Trust Reporting
- Annual IHT liability check and advice
- Lifetime Gifting advice & guidance
- Wills, Trusts and associated legal papers Electronic Document Storage facility

REFUNDS:

Unless specifically agreed in advance any and all fees paid are non-refundable. Ongoing services are provided on a subscription model. You are required to give at least one month's notice of cancellation. At that time we will assess if any additional fees are due for the amount of work completed on your behalf.

VAT:

On all our fees, we will tell you if you have to pay VAT.

YOUR PAYMENT OPTIONS:

Fees may be paid by bank transfer, cheque, credit or debit card.

Terms of Business

This agreement is issued on behalf of Genus Financial & Estate Planning which is a trading style of Buryfield Grange Life Planning Ltd of Inspire House, 20 Tonbridge Road, Maidstone, Kent ME16 8RT

Genus Financial & Estate Planning will exercise due care and diligence in conducting our business but will not be liable for any losses incurred by the Client as a direct or indirect result of action or lack of action taken by the Client or by Genus Financial Planning or any of its staff or agents.

SCOPE:

All or any business dealings between Client and Genus Financial and Estate Planning are subject to this Agreement.

We provide a comprehensive range of financial and estate planning services but there may be occasions when a Client's circumstances are such that more specialists tax or legal advice is required. In such circumstances we will inform the Client accordingly and will assist you in finding such a specialist to work with. The responsibility for any advice that may be provided by that specialist lies with them and not Genus Financial & Estate Planning.

SERVICES TO BE PROVIDED:

This will be agreed with you before any work commences on your behalf.

PERIOD OF THIS AGREEMENT:

This Agreement shall commence on the date of issue and shall continue in force until determined by either party giving immediate notice to the other in writing or until replaced by a later Agreement. Termination may be at any time, without penalty and without prejudice to the completion of transactions already initiated on behalf of the Client. After termination of this Agreement Genus Financial & Estate Planning will not execute any further transactions for the Client or provide any further advice or services except at the Client's specific request and subject to a new Client Agreement being entered into.

SEVERABILITY:

Each clause and sub-clause of these Terms of Business shall be independently interpreted and enforceable. If any clause or sub-clause of the Terms of Business is declared void, illegal or otherwise unenforceable, the remainder shall survive unaffected.

CLIENTS RESPONSIBILITIES / DEFINITION OF OBJECTIVES / MATERIAL FACTS:

Genus Financial & Estate Planning cannot adequately perform its duties and responsibilities to Clients unless it receives Client's full co-operation. Clients therefore agree to provide such information as we need to satisfy the services being provided, to discuss objectives, needs and problems candidly with us and to keep us informed of relevant changes in Client's situation. Genus Financial & Estate Planning recommendations will be based upon data and the brief provided by Clients. We can therefore not accept any responsibility for any errors or delays in such information provided to us.

Where appropriate Genus Financial & Estate Planning will prepare written statements of its understanding of Client's objectives and circumstances. These statements shall be regarded as part of this Agreement and copies will be given to Clients. Clients undertake to advise us if amendments are necessary.

Clients agree to read all documents provided by Genus Financial & Estate Planning and accepts the responsibility of notifying us within 30 days of receipt in the event that the meaning of any document or any part of any document is not clear to them.

Clients agree to follow our advice in relation to the services being provided. Genus Financial & Estate Planning cannot be held liable or responsible for any failure of a Client to take up or to follow the actions or recommendations made.

Clients agree that they remain fully responsible and liable for the payment of any and all taxes due in relation to their affairs.

MEETING SCHEDULE:

Whilst we may provide certain reminders and follow up communications, it will remain the Clients responsibility to arrange any and all follow up, trustee or other meetings.

CONTINUITY OF SERVICE ON DEATH:

In the event of your death, our advisory & planning service will continue for the benefit of the survivor and/or your executors and trustees. This will include obtaining valuations for Confirmation/Probate, where possible (and if appropriate) raise funds from your investments to cover Inheritance Tax prior to the issue of Confirmation/Grant of Probate and assisting in the disposal of transfer of assets.

Any work required by the survivor and/or your executors will be chargeable.

TEAM APPROACH:

In order to provide efficient, consistent and high levels of service, it is Genus Financial & Estate Planning policy to undertake a team approach when dealing with all Client matters. This means that work may be undertaken on behalf of a Client by any one of several team members who will liaise with the Client and Third parties as appropriate, whilst being under the supervision of the Genus Financial & Estate Planning Directors accordingly.

We reserve the right to allocate specific Clients to different team members, including different Planners and Advisers within the team. Meetings may not be with the original team member allocated to the Client at outset.

MERGER OR ACQUISITION:

If we transfer all or substantially all of our business to another firm ("Successor Entity"), our Engagement with you shall not automatically terminate by reason of such transfer. You agree that the Successor Entity is automatically appointed by you so that continuity of service can be provided to you. Both the Successor Entity and you may rely on these Terms of Business as setting out the continuing terms of the Engagement. If such transfer requires some formal action by you then you will take such steps as are necessary to enable continuity of our services.

Subject to the above paragraph, you will not have the right to assign or transfer the benefit or burden of the Engagement without our written consent.

CLIENT CONTACT:

The amount of contact that we provide to you is dependent on whether or not you have subscribed to our Genus Ongoing Estate Planning Services. We are not obliged to contact you for any purposes over and above those agreed to under our subscription model.

LIASON WITH CLIENTS BANKERS AND OTHER ADVISERS:

Unless specifically instructed in writing to the contrary Genus Financial & Estate Planning is authorised to liaise with Client's bankers and other professional advisers and shall not be required to verify any information provided by Client or Client's other professional advisers and is expressly authorised to rely upon such information.

TAX:

We cannot accept responsibility for taxation advice. Clients must be responsible for their own taxation position and we strongly recommend that Clients take advice on taxation matters from a suitable qualified accountant.

Any and all advice provided by Genus Financial & Estate Planning will be based on our current understanding of HMRC rules and practice and current tax rates, all of which are subject to change without notice. Similarly, the existing tax treatment of investment products cannot be guaranteed to remain the same in the future.

FOREIGN TAX AND ADVICE MATTERS:

Genus Financial & Estate Planning provides advice based on UK regulation and law. Whilst we are happy to provide Financial Planning advice to non-UK Residents, we cannot and do not provide any tax advice in relation to the Client's country of residence. All such non-UK Resident Clients should therefore also appoint a specialist tax / investment adviser that is familiar with the relevant rules, regulations and suitable products in the country in question. Where appropriate we may be able to make a referral to such a specialist within The Genus Professional Network™.

The responsibility and liability for any and all advice provided by a third-party specialist company will remain with that company and not with Genus Financial & Estate Planning.

FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

The Foreign Account Tax Compliance Act (FATCA) requires US persons holding an interest in any specified foreign financial assets with an aggregate value exceeding \$50,000 to report related information to the IRS.

It is your responsibility to inform us if you:

- Have a US residence address or US correspondence address (including a US PO box).
- Standing instructions to transfer funds to an account maintained in the United States or directions regularly received from a US address.
- Have an 'in care of' address or a 'hold mail' address that is the sole address with respect to the client;
- Have a power of attorney or signatory authority granted to a person with a US address

Please note that we are not responsible in any way for any reporting obligations that you may have in relation to FATCA. We may also share your FATCA status with other Financial Institutions, HMRC and/or the IRS if requested.

ACCOUNTING SERVICES:

Neither Genus Financial & Estate Planning nor its employees are qualified to render accounting advice. We can work with and will liaise with other professional firms within The Genus Professional Network™ on such matters, but any and all liability for advice and documentation prepared and provided by such third-party firms remains with them and not with Genus Financial & Estate Planning.

LASTING POWERS OF ATTORNEY, WILLS & TRUSTS:

We recommend that all Clients have up to date Lasting Powers of Attorney, valid Wills and where appropriate, suitable Trust arrangements in place. Whilst we can provide advice and assist with the production of such documentation, the responsibility for dealing with and the execution of such documents remains with the Client.

BASIS OF ADVICE:

Genus Financial & Estate Planning obtains information from a wide variety of publicly available sources and has no sources, and does not claim to have sources, of inside or private information. The recommendations offered by Genus Financial & Estate Planning are based upon the judgement of Genus Financial & Estate Planning and its individual planners and Genus Financial & Estate Planning cannot guarantee the results of any recommendations.

ADVICE AND INSTRUCTIONS:

Any advice given to you by us shall be in writing or electronic such as email, PDF or electronic recording. We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will however accept oral instructions provided they are confirmed in writing and / or are recorded electronically.

We may, at our discretion, refuse to accept instructions although such discretion shall not be exercised unreasonably. We will record all transactions on our files which, along with copies of relevant documentation, will be retained by us for a period of not less than six years. You have a right to inspect certain entries in our books or computerised records relating to your transactions. We reserve the right to withhold copies of these records if information to other parties would be disclosed.

INSISTENT CLIENT:

There may be occasions where the Client wishes to take a different course of action from the one Genus Financial & Estate Planning recommends and would like Genus Financial & Estate Planning to facilitate the transaction against the Genus Financial & Estate Planning advice. When a client does this, they are commonly referred to as an Insistent Client.

In such circumstances you as Client acknowledge that you understand that you are therefore proceeding against our original advice and that any resulting transaction will therefore be undertaken on an "Insistent Client" basis. Genus Financial & Estate Planning will therefore be acting, executing and facilitating any such transaction on your behalf as an "Insistent Client" basis. You understand that some of the actions taken may not therefore be in your "best interests".

Genus Financial & Estate Planning reserve the right to refuse to act for any Client, even on an Insistent Client basis.

SECURITY OF THIRD PARTY PRODUCT PROVIDERS:

Our recommendations may involve the use of one or more third party providers such as document storage specialists, software providers, document drafting companies, Trust Corporations and the like. Genus Financial & Estate Planning cannot be held liable for any subsequent solvency issues of any such business, changes in their services or fees payable, nor the complications this may cause.

ACCEPTANCE OR REJECTION OF RECOMMENDATIONS:

Client may accept or reject completely or in part any recommendation from Genus Financial & Estate Planning and Client has sole authority with regard to the implementation, acceptance or rejection of any counselling or advice from Genus Financial & Estate Planning.

FUTURE ADVICE MATTERS:

Based on Client's individual objectives and priorities, some advice and recommendations to be provided by Genus Financial & Estate Planning may be conditional or deferred to a future date and as such may be subject to change. Clients warrant that they will follow up on any future based recommendations with Genus Financial & Estate Planning. Genus Financial & Estate Planning will take no responsibility or liability in relation to advice not yet provided or not yet acted upon by the Client.

Whilst Genus Financial & Estate Planning will make every reasonable effort to provide advisory and planning services to meet with any agreed deadline, it will remain the Client's responsibility to ensure that adequate time is allowed ahead of any such deadline and that the Client themselves provide any and all such information and documentation as may be required within a reasonable period of time ahead of any deadline. For these purposes a reasonable period would be 14 working days.

DELAY IN PROCESSING:

Genus Financial & Estate Planning will not be held responsible for any delay beyond its control, or as a result of a failure by any party (including the Client) to complete all the necessary steps to process a transaction.

FORCE MAJEURE:

Genus Financial & Estate Planning shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

COMMUNICATIONS:

Communications with you may be in a number of different formats including written, oral and electronic. You as Client agree to read all such material as presented, either electronic or written and to inform us of any discrepancies accordingly. Presentation of advice may be in Email, PDF or written report format. We will always require certain original documentation with original signatures returned to us via the post and / or electronically. You as Client agree to return any and all such papers as soon as is practicable.

We may also communicate with you via Zoom, Skype for Business, Teams, Go To Meeting or other similar video conferencing facilities. Any such video conferencing may be recorded both in video and sound formats.

Where you as Client request paper copies of documentation when it would be standard practice to use electronic versions, Genus Financial & Estate Planning reserve the right to make an additional charge to cover time, printing and postage costs. All communications will be in English.

RECORDED CALLS & MEETINGS:

We may record telephone calls and meetings for reference, compliance, quality and training purposes. By calling us, attending a meeting or accepting our calls, you consent to such recording both video and audio. When appropriate we may accept your instructions via a recorded telephone call.

VULNERABLE CLIENT POLICY:

For these purposes we define a vulnerable client as “someone due to their personal circumstances is especially susceptible to detriment, particularly when a firm is not acting with appropriate levels of care.”

We have a vulnerable client policy which is available on request. This policy sets out how we recognise and treat those people with an appropriate level of care to ensure that we are acting in their best interests at all times.

If we are concerned about a Client losing capacity, we will suggest that they appoint a trusted friend or family member to help them. We may also contact a close family member or trusted adviser to make them aware of our concerns so that the appropriate support can be put in place. We will not discuss any other personal or financial information with them.

PAYING FOR SERVICES:

All work is carried out on a fee basis. Where commission for certain transactional business is available to us we will use this to cover fees due. 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. Fees will be payable immediately on receipt by Client of the relevant invoice ('the due date') and Client agrees to pay interest to us on any sums not paid within thirty days of a due date; such interest to be at a rate equal to the base rate charged by Bank of Scotland plc at the due date plus three percentage points.

OTHER BENEFITS WE MAY RECEIVE:

We deal with a range of products from a variety of product providers; we may receive certain non-monetary benefits from these providers, which are used to enhance the quality of service we provide to Clients. Each year our team may receive training from some or all of these providers. Some of the cost of this training may be passed to Clients as part of the total charges you pay, should you choose a product provided by one of these providers. Other benefits we may receive include access to technical services, information technology support or the supply of product literature.

MATERIAL INTEREST:

We will act honestly, fairly and professionally known as conducting business in 'Clients best interest' and "Treating Customers Fairly". Occasionally situations may arise where we or one of our other Clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other Clients conflict with your interest, 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.

Disclosure of connections with other financial services companies

The majority shareholder of Buryfield Grange Life Planning Ltd T/A Genus Financial & Estate Planning is a controller of and a shareholder in the following businesses:

- Buryfield Grange Ltd
- Affinity Integrated Wealth Management Ltd
- Independent Pension Specialists Ltd

The existence of the shareholding and any potential benefit does not alter our responsibility to remain impartial and will in no way influence our recommendations in relation to the most suitable service, product or provider for you and your circumstances.

ANTI MONEY LAUNDERING:

We are obliged in certain circumstances to conform to anti money laundering regulations which require us to confirm identity and place of residence of Clients and Trustees. This may require sight of certain documentation, checking with credit reference agencies, the electoral role or directory enquiries in order to verify your details.

As a result of this, we reserve the right to conduct an electronic money laundering check on each Client both at outset and at regular intervals thereafter. However, you should be aware that as a result of this, it will leave a 'soft footprint'. This means that there will be no impact on an individual's credit file and would not be seen by any company conducting a credit check on you. You must advise us if you do not wish this check to take place'

Where we are required to verify your identity in accordance with the Criminal Justice Act 1993 and Money Laundering Regulations, we take no responsibility for any delay in acting upon your instructions.

LAW:

These Terms of Business are governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

THIRD PARTIES RIGHTS:

A person who is not a party to this Agreement will have no right under the Contracts (Rights of Third Parties) Act 1999 ("the RTP") to enforce any term of this Agreement. This does not affect any right or remedy of such a third party, which is available apart from the RTP.

COMPLAINTS/DISPUTES:

If Client has any complaint about advice or services received from Genus Financial & Estate Planning the complaint should be made to the Ian S Painter, Genus Financial & Estate Planning, Inspire House, 20 Tonbridge Road, Maidstone, Kent ME16 8RT. A complaint may be made in writing or orally. Genus Financial & Estate Planning undertakes that, unless thought to be contrary to Client's interests, any complaint made by a Client will be investigated by a Genus Financial & Estate Planning director.

A copy of Genus Financial & Estate Planning's full Complaints Procedure is available on request.

PROFESSIONAL INDEMNITY:

We have professional indemnity insurance in place. In the event of any claim against the firm arising in respect of professional services provided by the firm that is covered by the policy, and where you have incurred losses, our liability to you is limited to the maximum cover provided by any such indemnity insurance policy. This is currently £2,000,000 but may be subject to change.

Professional Indemnity Policies may exclude cover for certain activities and Clients, for example those Clients living outside the UK. In such circumstances you may therefore not have the protection afforded by such a policy.

DATA PROTECTION:

Please see our separate Client Privacy Notice for full details.

Personal information provided by Clients will be retained on computer records and or on paper and will not be disclosed to other parties except to our auditors, lawyers or compliance consultants and any other organisation requiring access under the regulations or exercising their legal entitlement to such access or in accordance with requirements to disclose. We agree that the data we hold shall be fairly and lawfully processed, processed for limited purposes, adequate relevant and not excessive, accurate, not kept longer than necessary, processed in accordance with your rights, secure and will not transfer it outside the EEA without adequate protection. You have the right to a copy of the personal data we hold.

CONFIDENTIALITY:

All information furnished by Clients to Genus Financial & Estate Planning shall be treated as confidential and disclosed to other advisers, documentation specialists, paraplanners, banks, investment managers, insurance companies, product providers and/or other organisations with which Genus Financial & Estate Planning negotiates on Client's behalf only to the extent that Genus Financial & Estate Planning, in its absolute discretion, or it considers necessary or as required and allowed by law.

Client agrees that data held by Genus Financial & Estate Planning and associated companies can be disclosed to:

- a. Affinity Integrated Wealth Management Ltd if client is a client of both companies.
- b. another firm in the event of the proposed sale or disposal of either or both Genus Financial & Estate Planning or Affinity Integrated Wealth Management Ltd business or assets.
- c. Genus Financial & Estate Planning and Affinity Integrated Wealth Management Limited's software providers in the event that a problem arises in relation to the software with which Client's data is managed. No data will be retained by such companies once error is fixed.

REFERRALS TO THIRD PARTIES:

There may be occasions whereby we would refer you to a specialist for specific advice such as complex tax, trust, legal or accountancy advice. Should you pursue our suggestion to use the third-party introduced to you, you should note that we are **not** responsible for the advice that they give you. You will be subject to their terms and conditions. They will agree their charges for their advice direct with you.

CHANGES TO THESE STANDARD TERMS:

These standard terms of business, our schedule of fees and the type and description of services provided are subject to change from time to time.

DECLARATION AND CLIENT CONSENT:

This is our standard agreement upon which we intend to rely. For your own benefit and protection, you should read these terms carefully before signing as, by signing you consent to the terms contained within. If you do not understand any point, 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 below, unless otherwise stated.

- 1. I/we agree to engage Genus Financial & Estate Planning and have received, read, understood and agree to this Client Agreement and Terms of Business.
- 2. I/we agree that fees will be charged in accordance with this agreement and the Fee Schedule provided.
- 3. I/we agree that where Genus Financial & Estate Planning provides services to my spouse/partner as named below, my/our information can be disclosed to my/our spouse/partner.
- 4. I/we agree that my spouse/partner as named below may provide instructions on my/our behalf.

Signed Date.....

Print Name.....

Signed Date.....

Print Name.....

One signed copy to be retained by the Client(s).

One signed copy to be retained by Genus Financial & Estate Planning.