

Our Services

April 2018

Symphony Financial Advisers Ltd, 126 Bradford Road, Brighouse, HD6 4AU is authorised and regulated by the Financial Conduct Authority. FCA Number 428377

You can check this on the FCA's Register by visiting the website <https://register.fca.org.uk/>

The Financial Conduct Authority, 25. The North Colonnade, Canary Wharf, London E14 5HS.

Client Classification

Investment

Symphony Financial Advisers Ltd classifies all clients as 'retail clients' for investment business, which means you are afforded all protections under the rules of the Financial Conduct Authority (FCA).

Should you wish to be classified differently for investment business, please discuss this with your us. Please note that should you wish to be considered as a different category of customer for investment business, such as a professional client or eligible counterparty you must inform us in writing. We will provide you with a new client agreement and you may lose a number of protections which will be outlined in that new agreement.

Non – investment and general insurance

Symphony Financial Advisers Ltd classifies all clients as 'consumers' for non-investment insurance business, which means you are afforded all protections under the rules of the Financial Conduct Authority (FCA).

Should we need to classify you differently we will discuss this with you, however, you should aware that you may lose a number of regulatory protections which will be outlined in a revised agreement.

Our Commitment to You

Prior to providing you with any advice we will take time to understand your current needs, circumstances and attitude to risk (where applicable). Any advice provided will be confirmed to you in writing.

Symphony Financial Advisers Ltd takes all our regulatory responsibilities very seriously and we ensure that all our staff are required to demonstrate their competence to undertake their role and our business is structured in a manner that is designed to meet in full all the requirements set by our regulator; the Financial Conduct Authority, and under European Securities and Market Authority rules.

Methods of Communication

Unless you advise us otherwise, we will communicate with you via the following methods of communication, Face to Face, E-mail, Telephone, Letter & Fax.

Language

Please note that all our communications and documents will be provided to you in English.

Client Money

We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice) or handle cash. Symphony Financial Advisers Ltd does not handle clients' money.

Introductions to a Third Party

We may receive a fee for making introductions to third party product or service providers. Should we receive a fee we will confirm in writing to you what that fee will be.

When acting as an introducer, marketer or promoter of a scheme, no responsibility is accepted for any matters arising from the referral to the scheme product provider. It is your responsibility to ensure that you enter into separate Terms & Conditions with the third-party advisor.

Data Protection

For details of our Data Protection statement and policy, please see attached our Data Protection Statement and consent.

Investment Services

Investment Permissions

Symphony Financial Advisers Ltd is permitted to advise on and arrange (bring about) deals in investment contracts.

Transactional Only: with regard to investments contracts which we have arranged for you, these will not be kept under review unless we agree otherwise with you; but we will advise you upon your request.

With service provision, we will provide services to you as more fully outlined in our Client Engagement document.

Scope of Advice

Independent Advice

We will only provide advice and make a recommendation to you, having fully assessed your financial needs and objectives.

This means that we will spend some time discussing with you: what you want to achieve financially and see if the advice and services that we offer are going to be appropriate to address them.

It is important to us that you fully understand how we go about doing this, so please do ask us for more detail if anything is unclear to you.

Our Investment Proposition

We have constructed an investment proposition that has been designed over time to meet many of our client's needs. Often our clients share common characteristics in terms of their financial circumstances and financial objectives. Where our investment proposition is not going to be suitable to meet your needs, we will look outside of this to find a bespoke solution that will.

We have regular investment committee meetings to analyse the products offered by market leading companies and use various research tools to measure their charges, performance and risk ratings against certain benchmarks.

Financial Products

In respect of the financial products that we use, we do not restrict ourselves to certain types of products. We will look across a range of products which are called Retail Investment Products. We will also look at Cash ISAs, National Savings Products and structured products as well.

We use research tools to select these products using criteria set to meet your needs and will not use pre-determined lists or only a small range of preferred providers. We aim to find the right product to meet your needs on each and every occasion.

Product Providers

In respect of the product providers that we use: we do not restrict our advice to certain companies. Instead, we use research tools to help us find the company that provides the right products to meet your needs.

Conflicts of Interest

We have a legal and regulatory obligation to take all appropriate steps to identify and to prevent or manage conflicts of interest from arising. In the event of any of our business interests or activities creating a potential conflict of interest we will ensure that we take all appropriate steps to manage the potential conflict by maintaining robust systems, controls and staff training. In the unlikely event that we are unable to prevent the potential conflict, we will fully disclose to you, the general nature and/or sources of conflicts of

interest and the steps taken to mitigate those risks. Important information:

Symphony Financial Advisers Ltd & Tatton Asset Management Plc (TAM).

If we think that it would be in your interests, we will:

- Invest, or recommend that you invest, in the products manufactured by Tatton Investment Management Ltd, Tatton Oak Ltd, Paradigm Partners Ltd and any other firm that TAM may acquire in the future that offers relevant products and/or services.
- Use, or recommend that you use, the services of Tatton Investment Management Ltd, Tatton Oak Ltd, Paradigm Partners Ltd and any other firm that TAM may acquire in the future that offers relevant products and/or services.

Tatton Investment Management Ltd, Tatton Oak Ltd, Paradigm Partners Ltd (the "Companies") are wholly owned subsidiaries of TAM.

Symphony Financial Advisers Ltd owns 7,447 of the shares issued by Tatton Asset Management plc which is considered to be a minority shareholding. The value of these shares depends, at least in part, on how profitable the Companies are, and how profitable they are expected to be.

TAM's shareholders may also receive a dividend payment from TAM, once or twice a year. How likely it is that a dividend will be paid, and how big that payment will be, also depends, at least in part, on how profitable the Companies have been.

We have systems and controls in place to make sure that our shares in TAM do not create any possible disadvantage for you.

Best Execution

It is our policy to transact your business in order to achieve the best possible results in terms of the:

- Price of products, providers and services
- Cost of advice
- Speed
- Size and Nature of the transaction
- Effectiveness of the Platform/ Provider/ Service Provider

We will not receive any financial inducement or gift that will in any way compromise our ability to provide you with suitable advice.

Non-Investment and General Insurance Services

Non-Investment and General Insurance Permissions

Symphony Financial Advisers Ltd is permitted to advise on and arrange (bring about) deals in non-investment and General insurance contracts.

Non-investment Insurance

We offer products from a range of insurers on the basis of a fair analysis of the market, for example; for Term Assurance, Critical Illness and Income Protection Policies.

Which Service Will We Provide You With?

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

What Will You Have to Pay Us for This Service?

We will confirm the total fee payable to you in our client engagement letter.

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

Important Information

Accounting to You

We will forward to you any documents we receive in relation to business transacted as soon as practicable; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

Complaints

If you wish to register a complaint, please contact us at the address at the front of this document or telephone us on 01484 722294.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. <http://www.financial-ombudsman.org.uk>.

Compensation Arrangements

We have briefly set out some information about the Financial Services Compensation Scheme (FSCS) below. If you would like further information about compensation scheme arrangements, details are available at www.fscs.org.uk or call 0800 678 1100.

Most of the products we advise on are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if product providers or we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

The actual level of compensation you receive will depend on the basis of your claim. The FSCS only pays compensation for financial loss. Compensation limits are per person per firm, and per claim category (listed below).

Investment

Most types of investment business are covered for 100% of the first £50,000 per person per firm, so the maximum compensation is £50,000 per person per firm.

Deposits

Money in accounts like current and savings accounts, including cash Individual Savings Accounts (ISAs) are covered up to £85,000 per authorised firm (£170,000 for a joint account). It should be noted that 'authorised firms' may have different brands. The FSCS will provide a £1million protection limit for temporary high balances held with your bank, building society or credit union if it fails. A temporary high balance would apply when payments have been received in respect of specified life events, details of which can be obtained from FSCS.

Protection, non-Investment Insurance mediation.

Protection is at 100%, where:

- (1) The claim is in respect of a liability subject to compulsory insurance:
- (2) The claim is in respect of:
 - A relevant omission; and
 - A professional indemnity insurance contract, or would be in respect of a professional indemnity insurance contract if the insurance contract had been effected:
- (3) The claim is:
 - In respect of a relevant omission;
 - In respect of a relevant general insurance contract or would be in respect of a relevant general insurance contract if the insurance contract had been effected; and
 - Arises from the death or incapacity of the policyholder owing to injury, sickness or infirmity:
- (4) The claim is in respect of:
 - A relevant omission; and
 - A pure protection contract, or would be in respect of a pure protection contract if the insurance contract had been effected
- (5) In all other cases: 90% of claim

Our Service Levels, Initial Fees and On-going Payment of Services

Introduction

Before recommending a product, we will make suitability checks to ascertain your relevant knowledge, experience, objectives, financial situation and your ability to bear losses.

Prior to any transaction, we will provide you with a suitability report outlining any recommendations we have made, including the selling, holding or buying of investments.

To ensure that you are always fully aware of our advice costs and how and when you are going to be asked to pay for this, we

will always confirm this verbally and in writing, asking for your consent by signing our client engagement letter. We will confirm the exact amount and your preferred payment method.

Generally, we will ask you to pay for our services at the end of the advice process and at the point of implementation. Please note that if you have paid for our advice by way of a cheque, and you subsequently cancel the policy within the statutory cooling off period, we will refund the fee received.

Payment for Services

We will provide with the following service, the cost of which is covered by our implementation fee.

- A full explanation of our company, how we work and a written explanation of the services that our company offers, so that you will fully understand the level of services and advice you can expect from us
- A full financial review will always be offered in order to understand and agree with you; your needs and objectives based on a comprehensive review of your current financial position. Full details of our financial review service are confirmed in our client engagement letter.
- Completion of a detailed risk analysis assessment to fully understand your attitude and tolerance to risk
- Research of the market place to ensure the most appropriate provider is recommended
- All our advice will be confirmed in writing
- We will forward any policy documents(s) to you as required.

Lump Sum Investment Business

It is our company policy to offer you a choice on how we are paid for the Implementation Fee on any lump sum investment business. You may pay us for our initial advice by way of a percentage of the funds invested.

Please note if you pay our fee by way of a separate cheque 100% of the investment amount will be invested.

Payment by Fee (Initial Advice)

You may pay us for our initial advice by way of a percentage of the funds invested, Please note if you pay our fee by way of a separate cheque 100% of the investment amount will be invested.

Example of our implementation fee as a percentage of the funds invested.

Example Investment	Typical charge is 2%	Amount Invested
£ 50,000	£1,000	£49,000
£ 100,000	£2,000	£98,000
£ 150,000	£3,000	£147,000
£ 200,000	£4,000	£196,000

All figures quoted are purely for example, the actual fee paid will depend on the complexity of the work undertaken and will be confirmed to you in our client engagement letter prior to any work being undertaken.

Implementation Fees – Regular Premium Investment

It will always be our policy to provide you with a separate quote for work when considering regular premium investment (excluding phased investment).

It is our company policy to arrange for the Implementation Fee on regular premium investment to be deducted from the total amount collected by the product provider. We will agree this amount and ask you to confirm this, in our Client Engagement. Alternatively, we may ask for a separate cheque, payable to our firm, dependent on the premium value considered.

Typically, for setting up a contract for a regular premium ISA, Unit Trust, OEIC or Pension we would charge £700.

On-going Service Option

Full details of our financial review service are contained in our Letter of Engagement. We will agree with you the frequency of these meetings and the service you will receive. Once we have agreed the service you will receive, we will confirm this in our Letter of Engagement.

The on-going service we provide is typically charged at 1% per annum of the funds invested (see example below):

Example of our On-going Advice Charges:

Example Investment	Annual Service Charge	Example Annual Service
£ 5,000	1%	£50
£ 50,000	1%	£500
£ 75,000	1%	£750
£ 150,000	1%	£1,500

The actual fee charged will vary depending upon how the investment performs and it will increase as the fund grows. Values of investments can fall as well as rise and so, therefore, will Symphony's on-going fees.

Termination of Our Services (Initial Advice)

You have the right to cancel payment for our on-going services by giving us 28 days' notice. Where you hold assets within a WRAP, you need to be aware that there will be terms and conditions applicable, such as your agreement with the wrap provider in respect to facilitating our fees, which means you may need to instruct the wrap provider directly and arrange for the removal of assets from the WRAP or appoint another adviser who will be able to access your assets and provider further on-going advice to you. We will be pleased to assist

you at this time in cancelling our service to you, making sure that any WRAP provider is informed of this cancellation.

On-going Service Option

Once you have decided to implement your Financial Plan it is recommended to benefit from on-going monitoring and review. Symphony Financial Advisers Ltd has created services tailored to the Financial Planner and team that will be able to assist you in achieving your identified goals.

You can cancel the on-going service at any time and the advice charge will also cease.

Data Protection

The purpose of this Notice

As part of our arrangement with you, Symphony Financial Advisers Ltd has certain obligations under privacy laws, including the Data Protection Act (the "Act") to notify individuals how it will process any personal information it collects about them. This Notice will inform you of what personal information we collect, how that information is used, where it is transferred, and how you may view and amend such information. You may be assured that we will treat all personal information as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the information.

What type of personal information will be processed?

We collect and process various personal data about you for the purposes of providing advice, administration and management services which are explained in more detail below. "Processing" is defined in the Act but could include obtaining, recording or holding information or data. "Personal data" is information which can identify you as a living individual, including where used in conjunction with other information. Common examples of personal data which may be collected and used by us in our day to day business activities include:

- Name;
- Date of birth;
- Gender;
- Ethnicity;
- Marital status;
- Address;
- Telephone number and other contact details (including email addresses);
- Job title; and
- Bank account and other financial details.

Depending upon the types of products and services you require, the information collected and processed may also contain "sensitive personal data" for the purposes of the Act, which includes information held by us as to:

- Your physical or mental health or condition;
- The commission or alleged commission of any offence by you;
- Any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings;
- Sexual life;
- In limited circumstances, your membership of a Trade Union;
- Your political opinions, religious or similar beliefs

Any information which we receive fairly and lawfully relating to one of the above categories constitutes sensitive personal data. Examples of likely items which may contain sensitive personal data (although this is not an exhaustive list) are life insurance questionnaires, medical reports and SSP self-certification forms.

Please note that as with personal data, you have freedom of choice when it comes to your decision as to whether you provide us sensitive personal data. In addition to your right to request that we stop processing your personal data and sensitive personal data at any time, you have an opportunity at the end of this Notice to choose not to provide sensitive personal data to us at all.

You should however note that if you exercise this right or subsequently request that we stop processing all or part of your personal data and/or sensitive personal data, this could impact upon our ability to provide you with certain types of product and services and may ultimately result in us being unable to provide them to you at all.

How will my personal data be collected and used?

We collect personal data from you to the extent necessary to provide advice, administrative and management services and (subject to the provisions below), related marketing activities.

We may process your personal data and sensitive personal data for the following reasons:

- The administration, management and provision of advice in relation to Financial Conduct products;
- Our legitimate business processes and activities including internal audit, accounting, business planning and proposed and actual transactions (including joint ventures and disposals of business);
- Compliance with legal (including dealing with claims), regulatory and other good governance obligations;

This list is not exhaustive and may be updated from time to time as business needs and legal requirements dictate. Some of the personal data that we maintain will be kept in paper files, while other personal data will be included in computerized files and electronic databases.

Who might my personal data be shared with?

Your personal data will be made available for the purposes mentioned above and only to responsible management, human resources, accounting, audit, compliance, information

technology and other corporate staff. It may also be made available to third parties providing relevant services to us, such as Paradigm Partners Ltd, who provide us with certain support services, including regulatory support.

Certain personal data will also be reported to government authorities where required by law and for tax or other purposes. Personal data may also be released to external parties as required by legislation, or by legal process, as well as to companies you authorise us to release your personal data to. We will not sell your personal data to any third party.

Direct marketing

We and our Group Companies may wish to provide you with information about new products, services, promotions, and other information in which we think you may be interested. We may send you such information by postal mail, fax and telephone; unless you have registered with the appropriate Preference Service (we would be grateful if you could let us know if this is the case). If you purchase a product from us we may retain your address for future mailings. If you do not want your information used for direct marketing purposes at any time, please contact our customer services department by e-mail at info@symphony.uk.net or by telephone on 01484 722294 to let us know and we will not send you any direct marketing.

E-mail marketing

We would also like to provide you with the above information by email, however, we appreciate that e-mail "spam" has become a problem in recent years. If you are a customer or you have previously asked us for information on our products:

- We may contact you regarding your purchase or other matters regarding transactions between us, or your customer relationship with us, or send you information on our products by e-mail, unless you have asked us not to do so; and
- We may also use your e-mail address to send you information about our products and services that we think may be of interest to you by way of informational e-mails, unless you have asked us not to do so.

A consent tick box is provided at the end of this form for you to indicate your preference to receive e-mail marketing. If you decide at any time that you no longer wish to receive marketing e-mails from us, please email us at: info@symphony.uk.net

Your right to review and amend personal data

You have the right to review your personal and sensitive data held by us and have any inaccurate information about you corrected. If you wish to do so, or to notify a change in your details, please contact The Data Protection Officer on 01484 722294 or in writing at [Symphony Financial Advisers Ltd, 126 Bradford Road, Brighouse, HD6 4AU](#). You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

How to request that we cease processing your personal data

If at any time you wish us to cease processing your personal or sensitive data, or contacting you for marketing purposes, please contact The Data Protection Officer on 01484 722294 or in writing at [Symphony Financial Advisers Ltd, 126 Bradford Road, Brighouse, HD6 4AU](#).

How to withhold your consent

Please tick this box if you do not consent to us or any Group Companies processing any sensitive personal data.

(Please note that if you tick the above box we will not be able to act for you)

Please tick this box if you are happy for us and any Group Companies to contact you for marketing purposes by e-mail.

Please tick this box if you are happy for us to hold your personal and sensitive data, for the purposes outlined in this document.

Please provide 'Client name and signature' on the next page.

Your Consent

This document is our standard agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

By signing below you are also confirming that you accept the terms of this Data Protection Notice. Before doing so, please contact us if you have any queries or concerns regarding the contents of this agreement or Notice.

I/We agree that this standard agreement will come into effect from the date of signing.

Client Name(s)		
Client Signature(s)		
Date(s)		

For your convenience you may print and sign this document or by clicking submit you agree this will be treated as a digital signature.