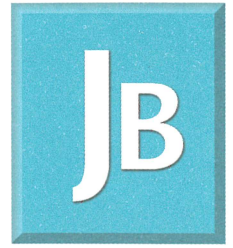


# JB Wealth Management Ltd

[www.jbwm.co.uk](http://www.jbwm.co.uk)

41 The Broadway, Cheam Village, Surrey SM3 8BL  
tel 020 8661 7222 fax 020 8770 9154 email [jbwealth@jbwm.co.uk](mailto:jbwealth@jbwm.co.uk)



## THIS DOCUMENT CONTAINS: -

- INFORMATION ABOUT OUR SERVICES & COSTS
- CLIENT AGREEMENT
- DATA PRIVACY NOTICE

## INFORMATION ABOUT OUR SERVICES & COSTS

You should use the information provided within this document to decide if our services are right for you.

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## WHAT TYPE OF SERVICE WILL WE PROVIDE YOU WITH?

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Restricted advice – We will advise and make a recommendation for you after we have assessed your needs. We only offer advice on limited types of products. You may ask us for a list of the products we offer.

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## WHAT WILL YOU HAVE TO PAY US FOR OUR INVESTMENT SERVICES?

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You will pay for our services on the basis of an adviser charge.

We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid.

We will discuss with you the basis of our charges, based on the types(s) of work we are asked to undertake for you.

We will discuss with you when you will have to pay our charges, both initial and ongoing.

All charge amounts quoted below are exclusive of VAT, expenses and disbursements; these will be added to the invoice if applicable.

### Advised services

For our advised services, you will pay us via an adviser charge.

#### Initial advice service

Our initial advice will be appropriate for you, based on your requirements and circumstances at that time. We will not ensure that any initial advice remains suitable for you at a later date, unless you select to receive ongoing services from us.

#### Ongoing services

In addition to our initial advice services, you could ask us to undertake further services on an ongoing basis. Details of any ongoing services that we offer are detailed later within this document.

You may at any time cancel an Ongoing Advice Service by serving your notification of cancellation to us in writing. Upon receipt of your cancellation notice for an Ongoing Advice Service we will arrange for any future payment of any associated charges to cease.

Our typical adviser charges are noted below. The exact amount may be more or less than this, but will be specifically agreed with you based on the work you ask us to do for you.

Committed to delivering *the best possible financial advice*



Please note that as the investment amount increases, your ongoing charge may also increase.

We will confirm the actual adviser charges in writing within our separate 'Services & Adviser Charges Agreement', before providing our services to you.

If we do not agree a fixed adviser charge with you at outset, you may ask us for an estimate of how much in total we might charge for any service(s) provided. You may also ask us not to exceed a given amount without checking with you first.

## The cost of our services

### Payment for initial advice services

Before we provide any services to you, we will gather information about your circumstances and needs. We will not make a charge for this.

The following table outlines the typical services we offer, what would be provided as part of each service, and an indication of the costs.

Where you require advice or services that falls outside the list of services outlined below please contact us to discuss your requirements and for details of indicative costs.

**Please note we will agree any exact fees/charges with you in a separate Service & Payment Agreement before we commence any chargeable work.**

| Service  | Charge Basis   | What we will provide  | Example cost (£)   |
|--|--|---|--|
| Financial Planning /<br>Wealth Management/<br>Protection | <ul style="list-style-type: none"> <li>Fixed charge or</li> <li>% of any amount invested or</li> <li>Hourly rate at £200 per hour</li> </ul> | <p>We will conduct a full financial health check which will include:-</p> <ul style="list-style-type: none"> <li>Establishing your financial planning goals/objectives</li> <li>Obtaining full details of your assets, liabilities, income, and expenditure</li> <li>Identifying whether you need to take any additional actions or make further provision to achieve your goals</li> <li>A review of your existing plans/policies, including pensions, investments, and protection policies to see if they are still appropriate for your needs</li> <li>A report outlining our findings and recommended actions.</li> </ul> | <ul style="list-style-type: none"> <li>A charge, based on our hourly rate, depending on the complexity of your circumstances. Please note that we agree the specific charge with you before we undertake any chargeable work.</li> <li>1% of any amount invested based depending on the complexity of your circumstances. For example, based on a 1% charge and an investment of £100,000 our charge would equate to £1000 (<math>£100,000 \times 1\% = £1000</math>)</li> </ul> |

Once agreed, the 'adviser charge' amount will not change, except where your needs or circumstances differ from our initial expectations.

We will tell you how much the total initial 'adviser charge' will be before you complete an investment, but you may ask for this information earlier.

### Payment for ongoing services

There will be an additional charge for any ongoing work, such as periodic or ongoing reviews we carry out on your behalf. We will confirm the rate, frequency and length of any ongoing service(s) before commencing that ongoing service.

Ongoing services offered include ongoing meetings, reporting, investment monitoring and review, contact and administration.

| Service         | Description  | Charges and examples  |
|-----------------|--|---|
| Ongoing Service | <p>This service is for clients who need to be reassured that their financial affairs remain as efficient as possible.</p> <p>This service includes quarterly newsletters, and an annual review of your financial strategy.</p> | <p>We charge a standard 0.5% of the fund value for this service. For example, for a fund value of £150,000 our charge will be £750 (<math>£150,000 \times 0.5\% = £750</math>)</p> <p>If any additional specific services are required then these will be charged separately.</p> |

We will agree what will be charged before any service(s) provided and the amount will be confirmed within our 'Services & Adviser Charges Agreement'.

### **Payment options**

Following on from our non-chargeable initial meeting, payment for our services will be by deduction from the funds invested, premiums payable, or by cheque.

### **The cost of our services**

We will tell you how we get paid and the amount before we carry out any business for you.

### **Information about other costs and associated charges**

There may be other costs, including taxes, that are payable through other parties (such as the product provider) that we may not be party to. Such charges are normally disclosed in relevant third party documentation, for example a Key Features Document.

## **JB WEALTH MANAGEMENT LIMITED: CLIENT AGREEMENT DOCUMENT FOR: INVESTMENT SERVICES**

JB Wealth Management Ltd is permitted to advise on and arrange (bring about) deals in investments.

With regard to investments which we have arranged for you, these will not be kept under review, but we will advise you upon your request. However, we may contact you in the future by means of an unsolicited promotion (i.e. where you had not expressly requested it) should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you. Ongoing advice will be offered and provided if you agree to take these services. Ongoing services can be terminated at any time.

For any investment services provided we will be acting on your behalf unless otherwise stated.

JB Wealth Management Ltd **does not handle clients' money**. We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of adviser charges or disbursements for which we have sent you an invoice). If you do send us money, this may delay your transaction as we may have to return this money to you.

### **REGULATORY STATUS**

JB Wealth Management Ltd is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 118513.

Our permitted business is advising on, arranging, and making arrangements with a view to investments.

You can check this on the Financial Services Register by visiting the FCA's website – <https://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

### **CLIENT CATEGORISATION**

#### For Retail Clients

Unless you receive confirmation in writing to the contrary, in all our dealings on investment matters you will be treated as a Retail Client. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service (FOS).

Where we have categorised you other than as a 'retail client', you may request re-categorisation under a client category which benefits from a higher degree of protection. However, we reserve the right to agree to such a re-categorisation on a case-by-case basis, and where we agree to do so it does not necessarily mean that you will have a right of access to the Financial Ombudsman Service.

Further information in respect of the Financial Ombudsman Service is available on their website at the address below: <http://www.financial-ombudsman.org.uk/>

### **MODE OF COMMUNICATION**

We will enter into communication with you through whatever means are convenient to you and us, including face-to-face, telephone, e-mail and other acceptable electronic communication methods.

Our communications will ordinarily be in English, both in respect of oral and written communications.

We are required by our regulators (the FCA) to keep records of any telephone conversations or other electronic communications with our clients in relation to the arranging of transactions in investments that are categorised as financial instruments.

The term 'electronic communication' covers many categories of communications and includes (amongst others) video conferencing, fax email, Bloomberg mail, SMS, business to business devices, chat, instant messaging and mobile devices applications.

A copy of our call recording policy is available upon request.

### **INVESTMENT OBJECTIVES & RESTRICTIONS**

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated investment objectives, agreed level of risk you are prepared / able to take and any restrictions you wish to place on the type of investments or policies you are willing to consider. Details of your stated investment objectives will be identified during our discussions with you and confirmed within the suitability report that we will issue to you to confirm our recommendation(s). Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

### **CLIENTS RISK**

You are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not a guide to future performance.

### **HOW WE CHARGE YOU FOR OUR SERVICES**

The method of paying for our services will depend on the type / level of service(s) provided. We will discuss your payment options with you and answer any questions you may have.

#### Advised services

For advised services, you will be charged an adviser charge. The actual amount will depend on the service(s) provided to you and the amount will be agreed with you before we carry out any work that we will charge you for.

Our 'Fee Agreement' that we will issue to you, will contain details of how much you will be charged and how payment is to be made.

### Non-advised services

For non-advised services, if commission is available to us, you can choose to pay us by allowing us to keep the commission, or by paying us an adviser charge instead.

If you choose to pay via commission, we will tell you how much the commission is before the transaction is completed.

If you choose to pay an adviser charge, we will agree its basis, frequency and method with you in writing before we carry out any work that you will be charged for.

Examples of the costs of our services are included within the 'Services and Costs Disclosure Document'.

We will not charge you anything until you have agreed on how much we are to be paid.

We will inform you if you have to pay VAT.

### **ACCOUNTING TO YOU**

We will confirm to you in writing the basis of our service and the reasons for recommending any transactions transmitted or executed on your behalf. Where you agree to an ongoing advice we will provide regular reports to you regarding that service.

We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. 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 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.

### **NOMINEE & SAFE CUSTODY SERVICES**

JB Wealth Management Ltd does not safeguard or administer client assets but we may arrange business through platforms, which will provide custody services for your assets. Where this is the case, the legal title of investments will be registered in the name of the third party's nominee.

Transactions will be transmitted to the fund supermarket, investment wrap platform, or similar third party investment institution for them to execute. Money or transferred assets will be placed immediately with that third party for investment – we will never hold the assets for you. We will provide you with the relevant account opening details for the identified third party such as their Terms & Conditions, Nominee and Safe Custody Service, Best Execution Policy, Execution Venues and Conflicts of Interest Policy (or equivalent documents). The legal title of investments will be in the name of the third party's nominee.

For non-platform business we will make arrangements for your investments to be registered in your name unless you first instruct us otherwise in writing.

### **RIGHT TO WITHDRAW**

In the case of many retail investment products – such as life assurance contracts, personal pension schemes, investment bonds, and collective investment arrangements (e.g. unit trusts), a right to withdraw or cancel the contract within a specified period is normally provided. Details of such rights are ordinarily contained in the product literature (e.g. Key Features document) and/or we may provide details of such rights in a separate communication.

In the case of any non-retail investment products e.g. an ISA wrapper, we will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights will apply.

### **TERMINATION OF AUTHORITY**

You or we may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any services already provided / transactions already initiated, which will be completed according to the Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made and / or services carried out prior to termination and any adviser charges or other fees which may be outstanding.

### **CONFLICTS OF INTEREST**

JB Wealth Management Ltd offers services in accordance with that disclosed to you in our services and costs disclosure document. Occasions may arise where the firm, an employee, or other associates of the firm has competing professional or personal interests which may prevent these services being provided to clients in an independent or impartial manner.

JB Wealth Management Ltd takes all the appropriate steps to prevent conflicts of interests from occurring in line with the firm's conflicts of interest policy. However, there may be occasions where a conflict of interest cannot be prevented.

Where this is the case, we will disclose to you the nature of the conflict and the steps that we will take to mitigate the risks that you will be treated unfairly as a result of any conflicts identified.

We will make you aware of any conflicts of interest before the provision of services to enable you to choose whether you still wish to proceed with services. A copy of the firm's conflict of interest policy is available on request.

We may on occasion receive minor non-monetary benefits from third parties such as product providers e.g. food and drink provided at a provider training event. Where relevant, any minor non-monetary benefits received will not conflict with our duty to act in your best interests.

## JB WEALTH MANAGEMENT LIMITED: DATA PRIVACY NOTICE

We take your privacy very seriously and we ask that you read this privacy notice carefully as it contains important information on who we are, how and why we collect, store, use and share personal data, your rights in relation to your personal data and on how to contact us and supervisory authorities in the event you have a complaint.

Who we are

JB Wealth Management Limited (hereafter JBWM) collects, uses and is responsible for certain personal data about you. When we do so we are required to comply with data protection regulation and we are responsible as a data controller of that personal data for the purposes of those laws.

JBWM is a company registered in England and Wales (company number 01347949 whose registered office is at 8-10 South Street, EPSOM, Surrey KT18 7PF.) JBWM is authorised and regulated by the Financial Conduct Authority, Register number 118513.

We provide you with financial advice.

The personal data we collect and use

In the course of providing our service to you we may collect the following personal data when you provide it to us:

- contact information
- identity information
- financial information
- employment status
- lifestyle information
- health information
- 
- data about criminal convictions or offences
- details of any vulnerability
- details of your dependents and/or beneficiaries under a policy (If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.)

Information collected from other sources

We also obtain personal data from other sources in the course of providing our intermediary services. Where we obtain this information from another party it is their responsibility to make sure they explain that they will be sharing personal data with us and, where necessary, ask permission before sharing information with us.

The personal data we obtain from other sources may include the following:

- From lenders and/or product providers:
  - product details
- From identification and verification checking agencies:
  - identity information
  - sanction check information

How we use your personal data

The information we collect, hold, and process about you comes from the way you use our services, and include

- By filling in forms, such as a fact find, or an application form
- Through your transactions with us, including when you make contact with us by telephone, email, in person or by post
- From the way you use the financial products we arrange on your behalf

Special category data

Certain types of personal data are considered more sensitive and so are subject to additional levels of protection under data protection legislation. These are known as 'special categories of data' and include data concerning your health, racial or ethnic origin, genetic data and sexual orientation. Data relating to criminal convictions or offences is also subject to additional levels of protection.

We may process:

- health information and lifestyle information when providing intermediary services in relation to a protection insurance product; and/or
- criminal conviction or offence information when providing intermediary services in relation to a general insurance product.

## **BEST EXECUTION POLICY**

It is in the interests of our clients and JB Wealth Management Ltd that we obtain the best possible result when placing orders with other firms (e.g. third party brokers) for the execution of client orders or when transmitting orders on behalf of clients for particular investments – e.g. shares. We are required under the Rules of the Financial Conduct Authority to take all reasonable steps to provide 'best execution' when carrying out such transactions.

Where we place or transmit orders for such investments on behalf of our clients, we may utilise the services of a third party broker and base our decision to place or transmit an order on the price and cost of execution of the order. For orders in collective investment schemes (e.g. unit trust), however, the price of units or shares in the scheme is normally set by the scheme operator or manager and as such we have little influence over the price available.

Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.

## **WHAT TO DO IF YOU HAVE A COMPLAINT**

If you wish to register a complaint, please contact us:

**...in writing:** Write to The Compliance Officer, JB Wealth Management Ltd, 41 The Broadway, Cheam Village, Sutton, Surrey, SM3 8BL

**...by phone:** Telephone 020 8661 7222

**...by email:** [jbwealth@jbwm.co.uk](mailto:jbwealth@jbwm.co.uk)

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

## **ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

### Investments

Most types of investment business are covered up to a maximum of £50,000.

### Investment based insurance/Long term insurance, e.g. pensions and investment bonds

The maximum level of compensation for claims against firms declared in default on or after the 3<sup>rd</sup> July 2015 is 100% of the claim with no upper limit.

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

## **CLIENTS CONSENT**

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read the terms carefully before signing, as by signing you consent to the terms contained within. If there are any terms within this agreement that you do not understand, 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 in the 'date of signature box' below, unless otherwise stated.



We may not always be able to comply with your request, for example where we need to keep using your personal data in order to comply with our legal obligation or where we need to use your personal data to establish, exercise or defend legal claims.

**To restrict our use of personal data**

You can ask that we restrict our use of your personal data in certain circumstances, for example

- where you think the information is inaccurate and we need to verify it;
- where our use of your personal data is not lawful but you do not want us to erase it;
- where the information is no longer required for the purposes for which it was collected but we need it to establish, exercise or defend legal claims; or
- where you have objected to our use of your personal data, but we still need to verify if we have overriding grounds to use it.

We can continue to use your personal data following a request for restriction where we have your consent to use it; or we need to use it to establish, exercise or defend legal claims, or we need to use it to protect the rights of another individual or a company.

**To object to use of personal data**

You can object to any use of your personal data which we have justified on the basis of our legitimate interest, if you believe your fundamental rights and freedoms to data protection outweigh our legitimate interest in using the information. If you raise an objection, we may continue to use the personal data if we can demonstrate that we have compelling legitimate interests to use the information.

**To request a transfer of personal data**

You can ask us to provide your personal data to you in a structured, commonly used, machine-readable format, or you can ask to have it transferred directly to another data controller (e.g. another company).

You may only exercise this right where we use your personal data in order to perform a contract with you, or where we asked for your consent to use your personal data. This right does not apply to any personal data which we hold or process outside automated means.

**To contest decisions based on automatic decision making**

If we made a decision about you based solely by automated means (i.e. with no human intervention), and the decision made by us produces a legal effect concerning you, or significantly affects you, you may have the right to contest that decision, express your point of view and ask for a human review. These rights do not apply where we are authorised by law to make such decisions and have adopted suitable safeguards in our decision making processes to protect your rights and freedoms.

**You can contact us for more information**

If you are not satisfied with the level of information provided in this privacy notice, you can ask us about what personal data we have about you, what we use your information for, who we disclose your information to, whether we transfer it abroad, how we protect it, how long we keep it for, what rights you have, how you can make a complaint, where we got your data from and whether we have carried out any automated decision making using your personal data.

If you would like to exercise any of the above rights, please:

- email or write to our Data Protection Officer at [jbwealth@jbwm.co.uk](mailto:jbwealth@jbwm.co.uk) or 41 The Broadway, Cheam Village, Surrey, SM3 8BL
- let us have enough information to identify you, e.g. name, address, date of birth;
- let us have proof of your identity and address (a copy of your driving licence or passport and a recent utility or credit card bill); and
- let us know the information to which your request relates.

**Keeping your personal data secure**

We have appropriate security measures in place to prevent personal data from being accidentally lost, or used or accessed in an unauthorised way. We limit access to your personal data to those who have a genuine business need to know it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

**Our supervisory authority**

If you are not happy with the way we are handling your information, you have a right to lodge a complaint with the Information Commissioners Office. It has enforcement powers and can investigate compliance with data protection regulation ([www.ico.org.uk](http://www.ico.org.uk)).

We ask that you please attempt to resolve any issues with us before the ICO.

**How to contact us**

Please contact our Data Protection Officer if you have any questions about this privacy notice or the information we hold about you.

If you wish to contact our Data Protection Officer, please send an email to [jbwealth@jbwm.co.uk](mailto:jbwealth@jbwm.co.uk) or by post to 41 The Broadway, Cheam Village, Surrey, SM3 8BL

In addition to the lawful basis for processing this information set out in the above table, we will be processing it either (i) for the purpose of advising on, arranging or administering an insurance contract or (ii) for the establishment, exercise or defence of legal claims.

## Marketing

We may use personal data we hold about you to help us identify, tailor and provide you with details of products and services from us that may be of interest to you. We will only do so where we have obtained your consent and then have a legitimate business reason to do this and will do so in accordance with any marketing preferences you have provided to us.

In addition, where you provided your consent, we may provide you with details of products and services of third parties where they may be of interest to you.

You can opt out of receiving marketing at any time. If you wish to amend your marketing preferences please contact us:

By phone: 020 8661 7222

By email: [jbwealth@jbwm.co.uk](mailto:jbwealth@jbwm.co.uk)

By Post: 41 The Broadway, Cheam Village, Surrey, SM3 8BL

Whether information has to be provided by you, and if so why

We will tell you if providing some personal data is optional, including if we ask for your consent to process it. In all other cases you must provide your personal data in order for us to provide you with intermediary services.

How long your personal data will be kept

We will only hold your personal data for as long as we need it to provide you with the services you have asked us for, or for as long as we are legally required to do so under various business and financial laws. Once we no longer need your personal information we will securely destroy it.

Transfer of your information out of the EEA

We will not transfer your personal data outside of the European Economic Area or to any organisation (or subordinate bodies) governed by public international law or which is set up under any agreement between two or more countries.

## Your rights

You have legal rights under data protection regulation in relation to your personal data. These are set out under the below headings:

- To access personal data
- To correct / erase personal data
- To restrict how we use personal data
- To object to how we use personal data
- To ask us to transfer personal data to another organisation
- To object to automated decisions
- To find out more about how we use personal data

We may ask you for proof of identity when making a request to exercise any of these rights. We do this to ensure we only disclose information or change your details where we know we are dealing with the right individual.

We will not ask for a fee, unless we think your request is unfounded, repetitive or excessive. Where a fee is necessary, we will inform you before proceeding with your request.

We aim to respond to all valid requests within one month. It may however take us longer if the request is particularly complicated or you have made several requests. We will always let you know if we think a response will take longer than one month. To speed up our response, we may ask you to provide more detail about what you want to receive or are concerned about.

We may not always be able to fully address your request, for example if it would impact the duty of confidentiality we owe to others, or if we are otherwise legally entitled to deal with the request in a different way.

To access personal data

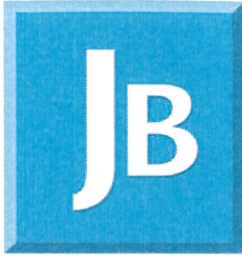
You can ask us to confirm whether or not we have and are using your personal data. You can also ask to get a copy of your personal data from us and for information on how we process it.

To rectify / erase personal data

You can ask that we rectify any information about you which is incorrect. We will be happy to rectify such information but would need to verify the accuracy of the information first.

You can ask that we erase your personal data if you think we no longer need to use it for the purpose we collected it from you.

You can also ask that we erase your personal data if you have either withdrawn your consent to us using your information (if we originally asked for your consent to use your information), or exercised your right to object to further legitimate use of your information, or where we have used it unlawfully or where we are subject to a legal obligation to erase your personal data.



# **JB** Wealth Management Ltd

## **SERVICE & ADVISER CHARGES AGREEMENT**

I would like to proceed on the following basis:

Initial Charge ..... % ..... or £

Ongoing Charge ..... % .....or £

- As a deduction from funds
- As a cheque/BACs payment to JB Wealth Management Ltd

Please select the payment method required

I confirm my agreement to the charges detailed above and understand that any future monies added to my portfolio will be subject to this agreement unless I specify otherwise.

These instructions should replace any existing remuneration arrangements.

I acknowledge receipt of the document containing:

- Information about our Services & Costs
- Client Agreement
- Data Privacy Notice
- JB Wealth Management Ltd – Service Proposition

Name .....

Date .....

Signature .....