

BRC Wealth Management LLP
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1. Whose products do we offer?

Investment

Please refer to section 2 of this document.

Insurance

- We only offer products from a single insurer for<<<: buildings and contents insurance; landlords insurance; and >>>accident, sickness and unemployment insurance.
- We only offer products from a limited number of insurers for private medical insurance.
- We offer products from a range of insurers for life, critical illness and income protection plans.

Ask us for a list of the insurers we offer insurance from or please refer to the Group's website www.sjp.co.uk/products.

2. Which service will we provide you with?

Investment

- Independent advice – We will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market.
- Restricted advice – We will advise and make a recommendation for you after we have assessed your needs. We only offer products from a limited number of companies. You may ask us for a list of the companies whose products we offer.
- No advice – You will not receive advice or a recommendation from us. We will ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

Insurance

- We will advise and make a recommendation for you after we have assessed your needs for life; critical illness and income protection insurance<<<<;buildings and contents insurance; landlords insurance; accident, sickness and unemployment insurance; and private medical insurance.>>>>
- You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

3. What will you have to pay us for our services?

Neither our advice nor our products are free. You will pay us charges for both. The details of these charges will be discussed with you and set out in detail on the personalised illustration we will give to you.

KEY FACTS ABOUT OUR SERVICES AND COSTS

To enable you to compare our advice charges with other firms, we set out below the charges we make for our advice and how that advice is paid for. The information on our product charges are set out in the relevant Key Features Document, Key Investor Information Document or Key Information Document.

Investment

The cost of our initial advice and services

If you decide to invest a lump sum with us, the cost of the initial advice and our services will be 4.5% of the amount you invest.

For example, if you invest £100,000, the cost will be £4,500.

This cost covers all of our expenses incurred in providing, checking and guaranteeing the suitability of your advice. The remuneration of your Partner is only one element of this cost, from which they meet their own business expenses.

If you make a regular investment the cost of our initial advice and services will be 4.5% of the amount you invest over the first 3 years for investment advice and 5 years for pension advice.

For example, if you invest £500 per month, the charge will be £810 for investment advice or £1,350 for pension advice.

With the exception of transfer advice on Defined Benefits Pension Schemes or Pension Schemes with Safeguarded Benefits, if you decide not to make an investment, there is no charge for our advice.

If we provide abridged advice in relation to transferring a Defined Benefits Pension Scheme or a Pension Scheme with Safeguarded Benefits you will be charged up to £1,000 (plus VAT if applicable).

If we provide full advice regarding a potential transfer of a Defined Benefits Pension Scheme, or a Pension Scheme with Safeguarded Benefits, you are liable to pay the 4.5% initial advice charge in respect of the pension value on which that advice is given, even if you do not subsequently invest with St. James's Place. The specific amount of this advice charge will be agreed in writing with you before we commence that advice process.

For example, if your existing pension is worth £100,000, the cost for transfer advice will be £4,500.

The cost of our ongoing advice and services

If you decide to invest with us, we will also offer to provide you with ongoing advice to review your investment and ongoing contribution levels, if applicable, to ensure it remains appropriate as set out in the "Welcome to St. James's Place" brochure provided by your Partner. The cost of this each year is 0.5% of your total investment and so this annual cost will increase if your investment grows, plus for non-pension advice 3% of each regular contribution made after the initial advice has been paid for.

For example, if your investments are worth £100,000 in a particular year, the cost for that year would be £500 plus an additional £300 if regular non-pension contributions of £10,000 are made in that year.

When you decide to take benefits from your St. James's Place pension as part of your ongoing advice, or when transferring your St. James's Place investment into a different St. James's Place plan, you may agree a charge with your Partner to cover the advice you receive at that point in time. The size of this charge will be detailed in your personalised illustration and be taken from the funds transferred. It may typically be 2% of your investment.

For example, if your new investment is £100,000 a 2% charge would be £2,000.

How our advice is paid for

If you decide to invest with St. James's Place, the costs of our initial and ongoing advice are paid for out of your investment. The specific amount of the advice charge is set out in the personalised illustration that we will provide and discuss with you at the time you make your investment.

If we give you advice regarding a transfer of a Defined Benefits Pension Scheme or a Pension Scheme with Safeguarded Benefits, which does not result in a transfer to St. James's Place, payment for the

KEY FACTS ABOUT OUR SERVICES AND COSTS

advice can be made by electronic bank transfer or cheque payable to St. James's Place Wealth Management.

The size of any charge agreed for advice on taking benefits from your pension will be detailed on your additional ongoing advice charge form and taken from your Retirement Account. Where this advice relates to a transfer the charge will be detailed on your personalised illustration and be taken from the funds transferred.

Keeping up with your payments

If you decide to stop making regular investments, we will stop collecting the remaining initial advice charge instalments (if any) until you decide to restart your investments. If you decide not to make any further regular investments, then no further initial advice charge is payable.

Payment for ongoing advice

The cost for our ongoing advice is also paid for out of your investment.

However, if you no longer wish to benefit from our ongoing advice, you may ask us to stop advising you and to stop reviewing your investment and the charge for ongoing advice will cease.

We believe that regular, ongoing advice enables us to ensure that your investment meets your objectives. Our ongoing fees are paid in this way because we firmly believe that it aligns your interests with ours.

Insurance

We will arrange the policy with the insurer on your behalf.

We may receive remuneration for this from the insurer which is taken from the premium charged to you by the insurer. You will receive a quotation from the insurer which will tell you exactly how much you will pay for any insurance policy.

Where there is a need for you to pay us directly this will be discussed and agreed with you in advance.

4. Who regulates us?

BRC Wealth Management LLP is an appointed representative of St. James's Place Wealth Management plc, St. James's Place House, 1 Tetbury Road, Cirencester, Gloucestershire GL7 1FP which is authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London E20 1JN. St. James's Place Wealth Management plc's Financial Services Register number is 195351.

St. James's Place Wealth Management plc's permitted business is advising on and arranging investments, mortgages and insurance contracts. For the purposes of the Insurance Distribution Directive, St. James's Place Wealth Management are acting as an insurance intermediary.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

5. Loans and ownership

Members of St. James's Place Wealth Management Group Ltd, provide the St. James's Place Partnership with loan facilities for working capital and other purposes.

Terms of Business

St. James's Place Guarantee

St. James's Place guarantees the suitability of the advice given by members of the St. James's Place Partnership when recommending any of the wealth management products and services available from companies in the Group, more details of which are set out on the Group's website at www.sjp.co.uk/products.

What to do if you have a complaint

If you wish to register a complaint, please contact:

...in writing Write to: **Client Liaison, St. James's Place, St. James's Place House, 1 Tetbury Road, Cirencester, Gloucestershire GL7 1FP**

...by phone Telephone **01285 878201**

...by email **client.liaison@sjp.co.uk**

If you cannot settle your complaint with St. James's Place, you may be entitled to refer it to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR; Telephone 0800 023 4567, website: <https://www.financial-ombudsman.org.uk>.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

St. James's Place is covered by the FSCS for the products and services provided by the UK authorised firms within the Group. You may be entitled to compensation from the scheme if a UK authorised firm in the St. James's Place Group cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Products and services provided by St. James's Place International plc are not covered by the FSCS.

Investment business

Advising on investments and investment products are fully covered up to a maximum of £85,000.

You should note that St. James's Place Investment Bonds and Pension Plans provided by a UK authorised firm are fully covered without any upper limit.

Insurance business

Insurance advising and arranging is covered for 90% of the claim without any upper limit.

For compulsory classes of insurance, professional indemnity insurance, pure protection contracts and general insurance relating to injury, sickness or infirmity, insurance advising and arranging is covered for 100% of the claim without any upper limit. This also applies to advising and arranging long term care insurance.

Further information about compensation schemes is available from the FSCS.

Best Execution Policy

The expression best execution refers to an obligation on firms to execute orders on terms most favourable to the client. The investment products available through St. James's Place Wealth Management plc are predominantly available to us directly from the selected product providers. Therefore, there is one execution venue available in each case and the price paid or received will be that prevailing on the day the order is executed by the applicable product provider. This process will be reviewed annually to ensure it continues to represent best execution for our clients. Where more than one execution venue is available, the choice of venue will be primarily determined by the characteristics of the client.

KEY FACTS ABOUT OUR SERVICES AND COSTS

Communications

St. James's Place may contact you in English by various means from time to time unless we hear from you to the contrary.

Acting in your interests

The St. James's Place Group¹ is required to have a Conflicts of Interest Policy which sets out our approach to managing potential or actual conflicts of interest that may arise, and thereby protecting the integrity of the Group and its clients and stakeholders.

Where any conflicts of interest are identified, these will be managed honestly, fairly and, where possible, consistently, and in a transparent manner. St. James's Place management are actively involved in the management and resolution of any conflicts to ensure fair treatment of all parties.

If any material conflict of interest arises in relation to business that we are arranging for you, we will inform you in writing and obtain your consent before we carry out your instructions. Further details of the Group Conflicts of Interest Policy can be obtained on request.

Client categorisation and your rights

We will categorise you as a retail client in accordance with the FCA's rules.

Scope of Authority

Members of the St. James's Place Partnership are authorised to represent only the St. James's Place Group for the purposes of advising solely on the wealth management products and services available from companies in the Group, more details of which are set out on the Group's website at www.sjp.co.uk/products. The St. James's Place Partnership and the title "Partner" are marketing terms used to describe St. James's Place representatives. Your Partner may ask you to sign our 'Investing with St. James's Place' client registration form, to minimise the documentation you have to sign at the time you invest. The information we use to establish any new plan, including any provided through your Partner, will be set out in the plan schedule which we will send you when the plan is issued. You should always ensure that this is complete and accurate and inform us of any inaccuracies without delay.

Client identification

St. James's Place are required to establish the identity of all applicants, beneficiaries, plus some other associated parties such as Trustees and Attorneys, and may therefore disclose information provided by you in connection with your application to third parties for this purpose. We may verify your identity electronically, against public records through an independent agency (Passfort Ltd). Your credit file will show that an identification check has been carried out by that agency, but this information will not affect your credit rating.

Data Protection Regulations

The Partner, together with St James's Place Wealth Management plc, are the data controllers of any personal data you provide to us during this review and any personal data you subsequently provide or which is processed in connection with the products and services we provide to you.

We will collect and use your personal data such as your name and contact details, health information, family and lifestyle information, personal assets and liabilities, tax and residency details, financial products already held (e.g. Pension and protection).

We will use the personal data for the provision of financial advice and services, administration, communication, risk assessments, fraud prevention and other regulatory or legal purposes.

¹ The St. James's Place Group is a wealth management group which includes St. James's Place Wealth Management Group Ltd and its subsidiaries St. James's Place UK plc, St. James's Place International plc, St. James's Place Wealth Management plc, St. James's Place Management Services Limited, St. James's Place Unit Trust Group Limited, St. James's Place Investment Administration Limited and Rowan Dartington and Co. Limited.

KEY FACTS ABOUT OUR SERVICES AND COSTS

If we need to collect special categories of data (e.g. health information) we will request your consent to do so and clearly explain why we need the data, the implications of not providing the data and what will happen if consent is subsequently withdrawn.

In order to provide these services, we may share the personal data you provide with third parties such as other Partners within the St James's Place Partnership, partner support specialists, product & service providers, administrators of a scheme relating to your investment plan, 3rd party companies providing administration services. We may also need to share it with HM Revenue and Customs and our regulators such as the Financial Conduct Authority or the Prudential Regulation Authority in certain circumstances.

Where you are providing us with personal data about another individual, you will inform them that you are providing their information to us, refer them to our privacy notice available at www.sjp.co.uk and obtain their consent to our use of their special categories of personal data such as health information where we indicate it is required.

For further information on our use of your personal data and your rights, please see the Partner's Privacy Policy which can be accessed at their website and St James's Place Privacy Policy which can be accessed at <https://www.sjp.co.uk/site-services/privacy>.

Should you have any enquiries relating to the personal data that we may hold about you or how your personal data is processed, you can contact our Data Protection Officer, at dpo@sjp.co.uk.