

# Term of Business

08/04/2026



# Terms of Business

## Investment services

Radcliffe & Co is permitted to advise on and arrange deals in investments.

With regard to investments arranged for you, these will not be kept under review unless you request advice. 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.

Radcliffe & Co 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 it to you.

## Regulatory status

Radcliffe & Co (Life & Pensions) Limited is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 125160.

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.

## Companies act disclosure

Radcliffe & Co (Life & Pensions) Limited registered office: Meridians House, 7 Ocean Way, Ocean Village, Southampton, Hampshire. SO14 3TJ. Registered in England and Wales No: 2114114.

## Client categorisation

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: <https://www.financial-ombudsman.org.uk/>



## Means of communication

We will enter into communication with you through whatever means are convenient to you including face-to-face, telephone, paper, e-mail and other acceptable electronic communication methods. This information will be provided free of charge.

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

You may at any time choose to request information in paper and free of charge that has previously been provided to you by means other than paper. For example, where a communication was originally sent by email.

You may at any time choose to change your preferences as to how we communicate with you. However, where you choose to do this, we will require you to confirm this change in writing to us.

## 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. We gather this information with two documents – a risk questionnaire, capacity for loss questionnaire and an investment experience questionnaire.

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 investment risk

All investments carry a degree of financial risk that will tend to increase in proportion to the potential rate of return on the investments. The value may fall as well as rise. Before entering into any investment agreement we will explain the risk, but you must tell us if you do not understand our explanation of the risk, or if you do not wish to accept that level of risk.

## 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.

We will agree the basis, frequency and method of any charges 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 'Our Costs & Services' 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.



## Advised services

For advised services, you will be charged an adviser charge fee. 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 'Services and Payments 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 by adviser charge we will issue you with a 'Services and Payments Agreement' which will contain details of how much you will be charged and how payment is to be made.

## 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 service we will provide regular reports to you regarding that service. We will agree and confirm the frequency and timing of those reports based on your needs. The extent of any ongoing review will be determined by your needs.

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

We do 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

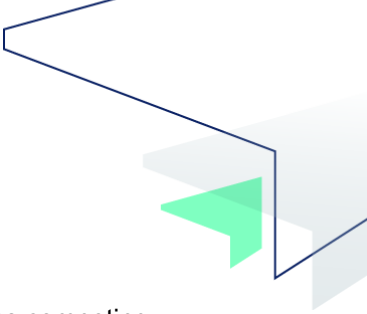
You or we may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any services already provided / transactions already initiated, which will be completed according to the Terms of Business 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

Söderberg & Partners Holding AB (SPH AB) has taken a minority stake in Radcliffe & Co (Life & Pensions) Ltd. SPH AB is incorporated in Sweden and is a holding company for the Söderberg & Partners companies across Europe and other affiliated entities active within mainly the wealth management, pension and private client sectors.

Radcliffe & Co (Life & Pensions) has appointed Joakim Strandberg as a Non-Executive Director to the Board of Directors to represent that holding. A potential conflict arises from the provision of services by Söderberg & Partners Wealth Management Ltd (SPWM), a UK incorporated company delivering Platform Services, and Söderberg & Partners Asset Management Ltd (SPAM), a UK incorporated company delivering Discretionary Fund Manager Services, which are both owned by SPNUKV AB. We undertake the following steps to manage this potential conflict of interest and ensure it does not affect the services we provide you with:

- We undertake robust initial and ongoing due diligence on potential platform providers and discretionary fund managers.
- We will only recommend the Söderberg platform and/or discretionary fund management services if our research demonstrates it is more suitable for client circumstances than the other platform and investment solutions available to us.
- Our SPH AB board member is excluded from the decision-making process for decisions concerning the use of the Söderberg platform and DFM services.
- We regularly review the advice provided to our clients and these reviews consider whether the recommended platform and investments solutions are suitable.
- We ensure the way we pay and incentivise our staff does not increase the risk of the conflict materialising.
- We regularly review management information related to the potential conflict which is overseen by our Compliance Oversight Officer, and in accordance with the rules and guidance issued by The Financial Conduct Authority.
- We employ independent, third-party Compliance Services to undertake periodic reviews of our approach to our due diligence process, governance procedures generally and quality of advice.



Further occasions may arise where the firm, an employee, or other associates of the firm has competing professional or personal interests. We will take all appropriate steps to ensure that any conflict of interest is managed in your best interests and subject to full disclosure. This will be in keeping with firm's conflicts of interest policy.

We will make you aware of any further conflicts of interest before the provision of our services to enable you to choose whether you still wish to proceed with our services. A copy of the firms' 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.



## Best execution policy

It is in the interests of our clients and the firm 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 sufficient 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 Chris Headford, Radcliffe & Co, Meridians House, 7 Ocean Way, Ocean Village, Southampton, SO14 3TJ

**...by phone:** Telephone 023 8022 2444

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 or the providers with whom we arrange business cannot meet obligations. This depends on the type of business and the circumstances of the claim.

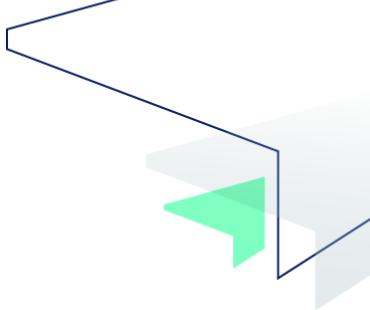
## Investments

Most types of investment business is covered up to a maximum of £120,000.

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

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

Further information about compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).



## Money laundering

We are required to carry out identity and Anti-Money Laundering checks on all new referrals to Radcliffe & Co. The process includes an identity check which may leave a soft footprint on your credit history records. We will also ask you to provide two or three forms of identity including your passport, driving licence or a utility bill. All of these processes are intended to stop financial crime and eliminate the investment of proceeds of criminal activities. Our full Anti Money Laundering statement is available upon request. By signing this Terms of Business you consent to us obtaining the necessary checks.

## Data privacy notice

Please refer to the separate Data Privacy Notice that we have issued to you that sets out how we collect and use data about you.

## 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 Terms of Business 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

Client Signature:


Client Signature:


Client Name:

Client Name:

Date of Signature:

Date of Signature: