

James Hay Partnership

Financial Adviser Terms of Business

These Terms of Business (“Terms”) set out the terms upon which The IPS Partnership Plc (‘IPS Plc’) (1458445), IPS Pensions Limited (‘IPS’) (2601833), James Hay Administration Company Limited (‘JHAC’) (4068398) and James Hay Wrap Managers Limited (‘JHWM’) (4773695) all registered in England and having their registered office at Suite B & C, First Floor, Milford House, 43-55 Milford Street, Salisbury, SP1 2BP, and James Hay Services Limited registered in Jersey (‘JHS’) (077318) and having its registered office at 2nd Floor, Gaspé House, 66-72 Esplanade, St Helier, Jersey, JE1 1GH (together ‘JHP’), will provide JHP Services.

In the event of any inconsistency between any documents referred to below and these Terms, these Terms will take precedence unless stated otherwise below.

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1 DEFINITIONS

The following expressions shall have the following meanings:

ACT means the Financial Services and Markets Act 2000;

ADVISER REMUNERATION POLICY means JHP's policy on the eligibility for, calculation of and payment of Remuneration as amended and updated from time to time as set out on the JHP website at www.jameshay.co.uk;

APPLICABLE LAW means any law government order, rule, regulation, judicial order, direction or guidance applicable to the Services;

APPLICATION means the application form(s) submitted by or on behalf of the Client for JHP Services;

BUSINESS DAY means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

CLIENT means the client of the Financial Adviser who has completed an Application for JHP Services;

CONFIDENTIAL INFORMATION means all information (whether written, oral or in electronic form) concerning the business and affairs of the Parties, which is received or obtained by a Party before, during or after (whether by termination or expiry) entry into these Terms and in connection with them;

FINANCIAL ADVICE means the advice given to a Client by the Financial Adviser;

FINANCIAL ADVISER means as set out in the Rules;

FCA means the Financial Conduct Authority or any successor regulator;

GIA means the General Investment Account marketed and administered by JHP or any Group company from time to time;

GROUP means JHP and any and each subsidiary (as defined in Section 1159 Companies Act 2006) of IFG Group Limited and "Group Company/ies" shall be construed accordingly;

INVESTMENT MANAGER means any investment manager appointed by the Client providing an execution only, advisory or discretionary service;

INVESTMENT CENTRE means the fund platform operated by JHP and its Group Companies;

INVESTMENT CENTRE FUNDS means the range of funds made available by Group Companies, from time to time, to be held within a JHP Product, subject to the terms and conditions detailed either in the JHP Product terms and conditions or the Collect or Select Funds terms and conditions;

INTELLECTUAL PROPERTY RIGHTS means any patent, copyright, registered design, unregistered design right, trade mark or other industrial or intellectual property owned or used by JHP subsisting in respect of the JHP Services together with any current applications in respect of the same;

ISA means an Individual Savings Account as referred to in the Individual Savings Account Regulations 1998 as amended from time to time, marketed and administered by JHP or any Group Company from time to time;

JAMES HAY ONLINE (JHOL) means the secure portal available to Financial Advisers and Clients to view and manage their JHP Products and investments, as part of the JHP Services at <https://www.jameshay.co.uk/portal/login.aspx>;

JHP PRODUCT means a SIPP, ISA or GIA marketed by JHP or any Group Company from time to time;

JHP SERVICES means the administration and management of each JHP Product in accordance with the relevant product terms and conditions (and for a SIPP, the Scheme Rules) and the Trading Services;

JHP WEBSITE means <http://www.jameshay.co.uk>;

KEY FEATURES ILLUSTRATION means information describing projected performance and the effect of charges prepared in accordance with the Rules on preparing product information;

KID means the Key Information Document prepared by a fund manager in accordance with Applicable Law;

KIID means the Key Investor Information Document prepared by a fund manager in accordance with Applicable Law;

OVERSEAS CLIENT means a Client who is resident outside of the UK;

OVERSEAS FINANCIAL ADVISER means a financial adviser which is not resident in the UK and is authorised by the appropriate regulatory body(ies) (if any) for the relevant jurisdictions in which it operates or in which any of its Overseas Clients are resident;

PARTY means any of JHP, the Financial Adviser and/or the Overseas Financial Adviser;

REGISTRATION FORM means the application form completed by the Financial Adviser;

REGULATORY AUTHORITY means any regulatory authority which has responsibility for regulating JHP, the Financial Adviser, and the JHP Services;

REMUNERATION means a payment to a Financial Adviser for Financial Advice and other services provided to a Client in respect of their JHP Product as set out in more detail in the Adviser Remuneration Policy on the JHP website at www.jameshay.co.uk;

RULES means the rules of the FCA as amended or replaced from time to time;

SCHEME RULES means the trust deed and rules applicable to each SIPP as amended from time to time;

SID means the Supplementary Information Document and any additional information prepared by the fund manager of an Investment Centre Fund;

<p>SIPP means a self invested personal pension marketed and administered by JHP or any Group Company from time to time;</p> <p>SERVICES means the JHP Services, Trading Services, Financial Advice and related services;</p> <p>TRADING SERVICES means the services to be provided by JHP via the Investment Centre;</p> <p>US PERSON means as defined in Regulation S of the U. S. Securities Act 1933;</p> <p>UK means England, Scotland, Wales and Northern Ireland, excluding the Channel Islands and the Isle of Man.</p> <p>1.1 Headings shall not affect the interpretation of these Terms.</p> <p>1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include the other gender.</p> <p>1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.</p> <p>2 OBLIGATIONS OF THE FINANCIAL ADVISER</p> <p>2.1 The obligations of the Financial Adviser are as set out in the remainder of this clause 2 below:</p> <p style="padding-left: 20px;">Status and Advice</p> <p>2.2 To act as the agent of the Client and ensure that it has the full authority of the Client to act at all times;</p> <p>2.3 To advise the Client as to the choice of an Investment Manager (if applicable), including the investment objectives, the terms of the appointment (including charges) and thereafter monitor the performance and suitability of the Investment Manager with regard to the Client's needs;</p> <p>2.4 To advise the Client on the suitability of any JHP Product, payments in and transfers into or out of any JHP Product and the level and timing of any withdrawals from their JHP Products;</p> <p>2.5 To advise the Client on the suitability of any underlying investments to be held within the JHP Product and provide relevant Financial Advice to the Client generally;</p> <p>Compliance with Applicable Law</p> <p>2.6 To comply with all Applicable Law on anti-money laundering including (without limitation) the guidance of the Joint Money Laundering Steering Group published from time to time and any other requirements relating to money laundering prevention reasonably specified by JHP, and on verifying the identity of the Client. In particular (without limitation) to:</p> <p>2.6.1 immediately on request of JHP (or at least within two Business Days) provide to JHP copies of any identification and verification data and any other relevant documentation obtained on the identity of the Client; and</p> <p>2.6.2 retain copies of such data and documents referred to at clause 2.6.1 above in accordance with the retention rules under Applicable Law.</p> <p>2.7 To comply with all FCA requirements in relation to the provision of KIDs, KIIDs and SIDs to every applicable Client;</p>	<p>2.8 To comply with FCA requirements in respect to:</p> <p>2.8.1 assessing whether the Client meets the manufacturer's target market when recommending an investment in a financial instrument;</p> <p>2.8.2 providing Clients with an aggregated costs and charges disclosure prior to recommending an investment in a financial instrument;</p> <p>2.8.3 providing the Client with Key Features Illustrations in respect of any JHP Product and any investments held within it in accordance with the Rules;</p> <p>2.9 At all times to promptly and fully co-operate with, and provide access as and when required to, all and any business premises of JHP or its authorised representatives or the authorised representatives of any relevant Regulatory Authority, in order for each or any of them to inspect, verify, copy and examine the Financial Adviser's records, procedures, books, accounts and literature which relate to these Terms, including after their termination;</p> <p>2.10 To only request and accept Remuneration that has been disclosed to and agreed with the Client;</p> <p>2.11 To conduct its activities under these Terms honestly and professionally in accordance with all Applicable Law and thus within its regulatory authorisations and permissions (where applicable) at all times.</p> <p style="padding-left: 20px;">Data Protection</p> <p>2.12 The Financial Adviser and JHP shall comply with their respective obligations and Applicable Law regarding data protection (Data Protection Laws as defined in the Data Protection Statement - James Hay Products, available from the JHP Website).</p> <p>2.13 The Financial Adviser and JHP acknowledge that each will act as a separate and independent Controller in relation to the Personal Data (each as defined in the Data Protection Statement - James Hay Products) of the Client.</p> <p>2.14 When the Financial Adviser or JHP ('the Discloser') discloses the Client's Personal Data to another ('the Recipient'), it shall:</p> <p>2.14.1 only disclose the Personal Data for Purposes (as defined in the Data Protection Statement - James Hay Products) which are consistent with the relationship between the Discloser and the Client (other than to comply with a requirement of Applicable Law; and</p> <p>2.14.2 obtain if necessary such consents or authorisations as are required pursuant to the Data Protection Laws to permit the disclosure of such Personal Data for the Purposes.</p> <p>2.15 Where the Financial Adviser or JHP is a Recipient, it shall comply with the Data Protection Laws and, without limitation to the above, shall:</p> <p>2.15.1 put in place and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing or accidental destruction, loss or damage;</p> <p>2.15.2 have adequate security programmes and procedures to ensure that only authorised personnel have access to Personal Data and that any persons authorised to have access to</p>
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- Personal Data shall respect and maintain all due confidentiality;
- 2.15.3 only process the Personal Data for the Purposes; and
- 2.15.4 not process Personal Data for longer than is necessary to carry out the Purposes (other than to comply with a requirement of Applicable Law to which the Recipient is subject).
- 2.16 The Financial Adviser and JHP shall co-operate with each other, to the extent reasonably requested, in relation to any communication from a Client concerning the processing of their Personal Data, including requests to exercise their rights under Data Protection Laws.
- 2.17 No Client's Personal Data will be transferred to a Recipient or any other entity that is based outside the European Economic Area ('EEA') unless the Client's consent to the transfer has been obtained, appropriate safeguards have been implemented, the Client will have access to appropriate rights and remedies, and the Discloser provides an adequate level of protection to the Personal Data in accordance with its obligations under the Data Protection Laws.
- 2.18 For information in relation to how JHP processes the Personal Data of the Financial Adviser, please see the Data Protection Statement at www.jameshay.co.uk/dataprotection.

Instructions

- 2.19 In respect of the instructions of the Client or their authorised representative:
- 2.19.1 to complete the required form and submit or transmit the same to JHP promptly;
- 2.19.2 to ensure the instructions are compliant with any applicable terms and conditions relating to the relevant JHP Product, Investment Centre Funds and JHOL;
- 2.19.3 prior to transmitting to JHP or finally submitting on JHOL, to obtain any necessary clarification or authorisation;
- 2.19.4 ensure that any instruction it issues to JHP is accurate, complete and made in the full agreement of the Client on an advised basis so that JHP can act on such instruction in good faith.

Operational Requirements

- 2.20 To act as the main point of contact between JHP and the Client and provide accurate and complete information to the Client on any JHP Product or any investments;
- 2.21 To comply with all administrative arrangements in connection with the JHP Services, (as detailed in JHP's literature) as notified to the Financial Adviser from time to time;
- 2.22 Not to sign or amend any documents on behalf of JHP nor hold itself out as having authority to make any such representation or bind JHP in any way;
- 2.23 To ensure sufficient money is held by the Client in any relevant account to pay any Remuneration, fees and charges payable to JHP or third parties and to settle any transaction on the Investment Centre;
- 2.24 To accept that these Terms are not exclusive;
- 2.25 To accept that use of JHOL will be in accordance with the JHP Product Terms and Conditions as amended from time to time;

- 2.26 To provide the Client with a Key Features Document, JHP Product Terms and Conditions, Permitted Investments List and Charges Schedule for the relevant product(s) as well as a copy of the James Hay Data Protection Statement - James Hay Products, which sets out important information about how the Client's Personal Data is processed.

3 OBLIGATIONS AND RIGHTS OF JHP

- 3.1 The obligations of JHP are as set out in clauses 3.2 and 3.3 below:
- 3.2 To pay Remuneration to the Financial Adviser in accordance with the Adviser Remuneration Policy;
- 3.3 To act as the Controller and/or Processor (as defined in the Data Protection Statement - James Hay Products) for the applicable JHP Products in respect of the provision of the JHP Services;
- 3.4 Additionally, JHP reserves the following rights:
- 3.5 To decline, in its sole discretion, to accept any Application;
- 3.6 To contact Clients directly.

4 REMUNERATION

- 4.1 Remuneration shall be payable in accordance with the Adviser Remuneration Policy from time to time.
- 4.2 In the event that any payment or part payment of any Remuneration is made to the Financial Adviser in error, the Financial Adviser will inform JHP promptly and the payment or part payment shall be reconciled in the next scheduled payment of Remuneration to the Financial Adviser, and until such reconciliation has been made in full, the sum paid in error shall be due and payable as a debt.
- 4.3 Where Remuneration is paid from the Client's account operated by JHP, it will only be payable if there are sufficient cleared funds available to make the payment.
- 4.4 Payment of Remuneration to the Financial Adviser will cease if:
- 4.4.1 JHP has been notified that the Financial Adviser is no longer the agent of the Client or authorised to act on behalf of the Client (or such circumstance may be reasonably inferred by JHP);
- 4.4.2 any Applicable Law or Regulatory Authority prohibits JHP from paying Remuneration to the Financial Adviser;
- 4.4.3 these Terms have been terminated (with the exception of Remuneration already validly accrued);
- 4.4.4 any of the events in Clause 7.1.3 -7.1.5 (inclusive) apply to any director, partner or the principal of the Financial Adviser. Pending a conviction or acquittal, JHP may place such Remuneration in a suspense account.

5 NOTIFICATION

- 5.1 The Financial Adviser shall immediately notify JHP in writing if:
- 5.1.1 it becomes aware of any breach on its part of any Applicable Law;
- 5.1.2 the Client no longer wishes it to act as their Financial Adviser or agent;

- 5.1.3 it becomes aware that any material information in an Application is incorrect;
- 5.1.4 it becomes aware that any material information in an Application has changed including, without limitation, changes to personal details, residency, the Client becoming a US Person, tax status, or bankruptcy of the Client;
- 5.1.5 any material information supplied to JHP as part of its Registration Form is incorrect or has changed;
- 5.1.6 it is no longer authorised to conduct business under these Terms;
- 5.1.7 it or any director, partner or principal of the Financial Adviser:
- 5.1.7a becomes the subject of a formal investigation or disciplinary or enforcement action by any Regulatory Authority, which is material to these Terms; and/or
- 5.1.7b becomes subject to any of the events in Clause 7.1.3-7.1.5 (inclusive).

6 CONFIDENTIAL INFORMATION

- 6.1 Subject to Clause 6.2, neither Party shall, without the prior written consent of the other, disclose directly or indirectly any Confidential Information to any third party, and shall only use the same for the purposes of these Terms.
- 6.2 Either Party may disclose information which would otherwise be Confidential Information if and to the extent that:
 - 6.2.1 the disclosure is required by Applicable Law;
 - 6.2.2 the information has come into the public domain through no fault of either Party;
 - 6.2.3 it is disclosed to either Party's professional advisers, auditors, bankers, sub-contractors or employees who are directly concerned with these Terms and whose knowledge of such information is essential, subject to such persons being bound by a duty of confidence;
 - 6.2.4 it is trivial or obvious.
- 6.3 The restrictions contained in Clause 6.1 shall continue to apply after termination.
- 6.4 The Parties agree that damages might not be a sufficient remedy to any breach of the terms of this Clause 6 and that as a result injunctive or other equitable relief may be obtained in respect of any breach or anticipated breach.

7 TERMINATION

- 7.1 Either Party may terminate these Terms immediately by giving written notice to the other Party, if the other Party:
 - 7.1.1 commits any material breach of any term of these Terms and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same (such request to contain a warning of the intention to terminate);
 - 7.1.2 repeatedly breaches these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to them;
 - 7.1.3 enters into a voluntary arrangement with its creditors, if bankruptcy or winding up proceedings are started against it or if a receiver

or an administrative receiver is appointed in respect of its assets or it enters into a voluntary or compulsory liquidation (except for the purposes of amalgamation or reconstruction);

- 7.1.4 is subject to any event, or proceeding, in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 7.1.3;
- 7.1.5 ceases to have the requisite permissions or authorisation under the Act (or equivalent in another jurisdiction with respect to Overseas Financial Advisers) to perform its obligations under these Terms.
- 7.2 JHP may terminate these Terms immediately in the event that any director, partner or principal of the Financial Adviser is charged or convicted of any offence involving fraud or dishonesty.
- 7.3 Either Party may terminate these Terms in accordance with Clause 12.3.
- 7.4 Either Party may terminate these Terms by serving not less than one month's written notice of termination on the other Party.
- 7.5 Termination of these Terms shall not affect the accrued rights of the Parties arising out of them as at the date of termination, nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

8 WEBSITE AND INTELLECTUAL PROPERTY

- 8.1 The Financial Adviser shall not, without the prior written approval of JHP, which may be withdrawn at any time:
 - 8.1.1 link from its website the JHP Website;
 - 8.1.2 frame the JHP Website;
 - 8.1.3 use JHP's Intellectual Property Rights on its own or any affiliated website, in any advertising or promotional material or otherwise.

9 LIABILITY

- 9.1 Neither JHP nor the Financial Adviser exclude nor restrict liability for: fraud, fraudulent misrepresentation, death or injury resulting from their negligence or that of their employees or agents, or any other liability which cannot be excluded or restricted by any Applicable Law.
- 9.2 JHP accepts liability to the Financial Adviser for losses the Financial Adviser may suffer arising out of or in connection with the performance of the JHP Services or these Terms as a direct result of JHP's negligence, fraud, wilful default or breach of the Rules.
- 9.3 Subject to Clause 9.2 JHP shall not be liable to the Financial Adviser for:
 - 9.3.1 a) loss of profits; b) loss of opportunity; c) loss of use; d) loss of contract; e) loss of savings; f) loss of revenue; g) damage to goodwill; and/or
 - 9.3.2 any type of special, indirect or consequential damage including loss or damage suffered as a result of an action brought by a third party even if such loss was reasonably foreseeable or JHP had been made aware of the possibility of the Financial Adviser incurring the same.

10 INDEMNITY

- 10.1 References to JHP in this Clause 10 shall include any Group Company.
- 10.2 The Financial Adviser shall indemnify JHP against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by JHP arising out of or in connection with:
- 10.2.1 the Financial Adviser's breach or negligent performance, failure or delay in performance or non-performance, of these Terms;
- 10.2.2 any claim made against JHP by a third party arising out of or in connection with these Terms to the extent that such claim arises out of the breach or negligent performance, failure or delay in performance or nonperformance of them by the Financial Adviser.
- 10.3 This indemnity shall not cover JHP to the extent that a claim under it results from JHP's negligence or wilful misconduct.

11 DISPUTE RESOLUTION

- 11.1 If a dispute arises out of or in connection with these Terms or their performance, validity or enforceability (Dispute) then the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing ('ADR notice') to the other Parties requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice. Unless otherwise agreed by the Parties, the place of mediation shall be nominated by the mediator.
- 11.2 The commencement of a mediation shall not prevent the Parties commencing or continuing court proceedings.

12 GENERAL

- 12.1 These Terms (and any documents referred to in them) constitute the entire agreement between the Parties and supersede and extinguish all previous drafts, agreements, arrangements and understandings between them whether written or oral, relating to their subject matter.
- 12.2 Each Party acknowledges that, in entering into these Terms, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in these Terms.
- 12.3 Neither Party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for one week, the Party not affected may terminate these Terms by giving one week's written notice to the other Party.

- 12.4 JHP may vary these Terms by giving the Financial Adviser not less than one month's notice (except where the variation is required to take effect sooner by Applicable Law) and where the Financial Adviser does not give notice of objection to the new terms within one month it shall be deemed to have accepted the revised terms of business.
- 12.5 Nothing in these Terms is intended to, or shall be deemed to establish any partnership or joint venture between the Parties.
- 12.6 Any notice or document to be given by either Party shall be in writing (which includes secure message on JHOL) delivered by hand, sent by secure message on JHOL, or sent by pre-paid first class post to its registered office in the case of IPS Plc, IPS, JHAC, JHS and JHWM. In the case of the Financial Adviser it should be sent to its principal place of business as set out in its Registration Form (or such other address as shall have been notified to JHP for this purpose). Any such notice or other document shall be deemed to have been served (if delivered by hand) at the time of delivery and (if sent by post) upon the expiry of 48 hours after posting and (if sent by secure message) when:
- 12.6.1 it appears in the serving Party's sent items on JHOL's secure portal; and
- 12.6.2 a notification of receipt has been generated; and
- 12.6.3 no error message has been generated.
- 12.7 If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision (or part-provision) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.
- 12.8 If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 12.9 A person who is not a Party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms, except any Group Company in relation to the terms relating to liability and indemnity. JHP may vary, terminate or rescind these Terms without the consent of any Group Company.
- 12.10 The Financial Adviser is not entitled to assign, subcontract or transfer any of its rights and obligations under these Terms without the prior written consent of JHP (which shall not be unreasonably withheld or delayed). JHP may delegate or sub contract its obligations under these Terms at any time. The rights and obligations of the Financial Adviser and JHP will not be affected by such action.
- 12.11 The waiver by either Party of a breach or default of any of these provisions by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder, operate as a waiver of any breach or default by the other Party.

12.12 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the Parties submit to the exclusive jurisdiction of the English courts.

12.13 As part of JHP's interactions with Financial Advisers and in accordance with the GDPR and DPA, JHP may retain personal data of individuals at the Financial Adviser firm. The Financial Adviser firm is required to disclose this information to its employees.

13 OVERSEAS FINANCIAL ADVISERS

13.1 The terms of this Clause 13 shall apply only to Overseas Financial Advisers. These Terms shall apply (making the necessary changes) to Overseas Financial Advisers, and where applicable Financial Adviser shall be deemed to mean Overseas Financial Adviser.

13.2 The Overseas Financial Adviser shall comply with any regulatory requirements applicable to any jurisdiction in which it operates or a Client is resident, and shall inform JHP of any changes to such regulatory requirements, which are material to these Terms.

13.3 An Overseas Financial Adviser may only introduce Overseas Clients for the JHP Services if it is also appropriately authorised by the FCA.

13.4 In the event that an Overseas Financial Adviser becomes aware that any Overseas Client has repatriated to the UK, it will notify JHP immediately. Payment of all Remuneration in respect of that former Overseas Client may cease if JHP considers that it is unable to continue with Remuneration payments in accordance with the Rules.



We are able to provide literature in alternative formats. For a Braille, large print, audio or E-text version of this document call us on 03455 212 414 (or via the Typetalk service on 18001 03455 212 414).

"James Hay Partnership" is the trading name of Nucleus Group Services Limited (NGSL) (registered in England, number 02538532); James Hay Services Limited (JHS) (registered in Jersey, number 77318); IPS Pensions Limited (IPS) (registered in England, number 02601833); James Hay Administration Company Limited (JHAC) (registered in England, number 04068398); James Hay Pension Trustees Limited (JHPT) (registered in England, number 01435887); James Hay Wrap Managers Limited (JHWM) (registered in England, number 04773695); James Hay Wrap Nominee Company Limited (JHWNC) (registered in England, number 07259308); PAL Trustees Limited (PAL) (registered in England, number 01666419); Sarum Trustees Limited (SarumTL) (registered in England, number 01003681); The IPS Partnership Limited (IPSP) (registered in England, number 01458445); Union Pension Trustees Limited (UPT) (registered in England, number 02634371).

NGSL, IPS, JHAC, JHPT, JHWM, JHWNC, PAL, SarumTL, IPSP, UPT have their registered office at Suite B & C, First Floor, Milford House, 43-55 Milford Street, Salisbury, SP1 2BP. JHS has its registered office at Aztec Group House, IFC6, The Esplanade, St Helier, Jersey, JE4 0QH. JHAC, JHWM, IPS, IPSP, are authorised and regulated by the Financial Conduct Authority. NGSL, IPS, IPSP, PAL, UPT, JHWM, JHPT, JHAC, SarumTL and JHS are members of a VAT group with VAT registration number 514 0358 80. All companies are wholly owned subsidiaries of Nucleus Financial Platforms Limited (registered in England, number 06033126) whose registered office is at Suite B & C, First Floor, Milford House, 43-55 Milford Street, Salisbury, SP1 2BP, and are members of the Nucleus Group. Further details of the Nucleus Group can be found at nucleusfinancial.com (12/24)