

# Baxters insurance since 1911

*Independent Financial Advisers*

## Private Client Service Proposition



**W B Baxter Ltd**  
**263 Cranbrook Road**  
**Ilford, Essex**  
**IG1 4TG**

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## **Baxters – Our Credentials**

- Baxters was established in 1911
- Baxters is a financial planning firm providing the highest quality advice to its clients
- We are Independent Financial Advisers. This means that we have no ties to life assurance companies or fund management groups
- We are answerable to our clients, our regulator The Financial Conduct Authority, and no one else
- Our clients include individuals, trustees, partners in professional firms and business owners
- Particular specialism in the area of retirement solutions and investment planning

## **Key Questions for You to Consider**

- Do you know the total value of your investments today?
- Do you know how much tax you pay on your investments?
- Are you confident your money is invested in the most tax efficient way?
- Do you know what charges you pay on your investments?
- Do you know the total returns on your investments over the last year?
- Do you know how your investments are performing against your financial goals?

If you could answer 'yes' to all of these questions, do you think it is more likely you would meet your financial goals in the longer term?

## **Thinking of DIY?**

- Do you have the time to do the research and paperwork yourself?
- Do you have the experience to make sound investment decisions?
- Can you be objective about your own situation?
- How would you keep up to date with changes to taxation and legislation that may impact upon your assets?
- Are you prepared to take on the risks and responsibility of planning your own financial future?

## **What is the Baxters Private Client Service?**

- We provide a consolidated facility for managing your whole financial portfolio in one place
- Ideal for clients without the time to effectively research, structure and manage their own finances
- Working closely with you to help you understand your financial arrangements
- To assist in meeting your life goals through the proper management of your finances
- Our aim is to make clients for life by a proactive relationship based service that gives you more control and greater accessibility to your entire portfolio of assets

## The Six Financial Planning Steps



### Step 1 – Initial Meeting

#### The start of the journey

In the initial meeting, we will discuss your goals and explore the private client service. You should consider the following questions:

- Where are you now?
- Where do you want to be?
- How do you get there?
- How will it look when you get there?
- What happens if you take no action

### Step 2 – Data Gathering

#### Gathering all the facts

To enable us to build your financial plan, we will need to understand all of the relevant facts.

- What is it that you are trying to achieve?
- How do you feel about risk?
- What types of investments do you already have?
- What tax wrappers, if any are you using?

### Step 3 – Plan Preparation

#### Planning for now and the future

Using our expertise, we will design your own financial plan to achieve your goals.

We will develop strategies within your financial plan to:

- Provide you with a complete understanding of your situation
- Help to mitigate potential tax liabilities\*
- Simplify your affairs
- Protect your assets and aim to improve performance\*\*
- Provide you with peace of mind

### Step 4 – Present and Discuss Your Financial Plan

#### Leaving no question unanswered

- We will present you with your financial plan
- A jargon-free explanation will be provided
- You will have the opportunity to ask questions and provide feedback
- We will address any of your concerns

### Step 5 – Implement the Agreed Plan

#### Putting the plan into practice

Once agreed, the financial plan can be implemented.

- We use leading edge technology that enables us to manage your entire portfolio regardless of where your investments are held
- We will construct a portfolio to help meet your goals

### Step 6 – Regular Review

#### Making sure you remain on track

At agreed intervals, we will contact you to review your plan to make sure you stay on track and give you the potential to meet your financial goals.

We will discuss:

- Have any of your circumstances changed?
- How has your portfolio performed?
- Do we need to adapt your strategy?

*\* Levels and bases of and reliefs from taxation are subject to change and their value depends on the individual circumstances of the investor.*

*\*\* The value of investments and the income from them can fall as well as rise and is not guaranteed. You may not get back the amount originally invested.*

## **INFORMATION ABOUT OUR SERVICES & COSTS (Pensions & Investments)**

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

### **What type of service will we provide you with?**

Independent advice – We will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a sufficient range of retail investment products, financial instruments and structured deposits.

A 'sufficient range' means that the products that we will advise on and recommend will be sufficiently diverse with regards to their type and issuers or product providers to ensure that our clients investment objectives can be suitably met.

No advice – 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.

### **What will you have to pay us for our investment services?**

You will pay for our services on the basis of an adviser charge a fee or a combination of both.

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.

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 'Service And Payment 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.

Service	Charge Basis	What we will provide	Example cost (£)
<b>Pension Planning</b>	<ul style="list-style-type: none"> <li>Fixed charge in respect of a review of existing pensions only</li> <li>Or</li> <li>A percentage of the additional single contribution or transfer value on a tiered basis as follows: 2.5% on any investment amount of £1 up to £100,000; 2% on £101,000 to £200,000; 1.5% on £201,000 to £300,000; 1% on £301,000 to £500,000; 0.5% on any amount above £500,000</li> </ul>	<p>We will undertake a full review of your current retirement provision including:-</p> <ul style="list-style-type: none"> <li>Establishing your target retirement income and retirement age.</li> <li>An analysis of your existing pension provision and identification of any potential shortfall at retirement</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 of £750 for the review of the first existing pension and a further £250 per additional pension review. Please note that we agree the specific charge with you before we undertake any chargeable work</li> <li>For example, based on an amount of £125,000 our charge would equate to £3000 (£100,000 x 2.5% = £2500) + (£25,000 x 2% = £500)</li> </ul>
<b>Regular Premium Pension Investment</b>	<ul style="list-style-type: none"> <li>A percentage of the regular premium as follows: On a regular premium amount of between £1 and £500 is 20% of the monthly premium for 12 months subject to a minimum of £750.00. Between £501 and £1,000 is 17.5% of the monthly premium. £1000 and above 15% of the regular monthly premium.</li> </ul>		<ul style="list-style-type: none"> <li>For example, on a monthly contribution of £325, we would charge 20% of the premium payable for 12 months, which would mean an initial adviser charge of £780 (£325 x 20% x 12 months)</li> </ul>

Service	Charge Basis	What we will provide	Example cost (£)
<b>Retirement Options Advice</b>	<ul style="list-style-type: none"> <li>For Income Drawdown/Flexi Access Drawdown 2% of your pension fund (subject to a minimum fee of £1,000)</li> </ul> Or <ul style="list-style-type: none"> <li>For Annuity Products 1.5% of your pension fund (subject to a minimum fee of £750).</li> </ul>	We will provide advice and recommendations on your retirement income options, including:- <ul style="list-style-type: none"> <li>Gathering full details of your savings, investments, pensions, and other assets which could be used to meet your income needs</li> <li>Consider any specific requirements or preferences you may have</li> <li>Provide a report detailing our recommendations on how to meet your needs.</li> <li>Arrange any appropriate plans or policies if you accept our advices</li> </ul>	<ul style="list-style-type: none"> <li>For example, based on a Flexi Access Drawdown product, an amount of £100,000, our charge would equate to £2,000 (<math>£100,000 \times 2\%</math>)</li> <li>For example, based on an Annuity product, an amount of £100,000, our charge would equate to £1,500 (<math>£100,000 \times 1.5\%</math>)</li> </ul>
<b>Investment Advice</b>	<ul style="list-style-type: none"> <li>Fixed charge in respect of a review of existing investments only</li> </ul> or <ul style="list-style-type: none"> <li>A percentage of the additional single contribution or transfer value on a tiered basis as follows: 2.5% on any investment amount of £1 up to £100,000; 2% on £101,000 to £200,000; 1.5% on £201,000 to £300,000; 1% on £301,000 to £500,000; 0.5% on any amount above £500,000</li> </ul>	<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>Establishing the amount of investment risk you are comfortable taking and your ability to absorb any potential investment losses</li> <li>Designing an appropriate investment strategy</li> <li>Provide a report detailing our investment recommendations and arranging and implementing any investment solutions</li> </ul>	<ul style="list-style-type: none"> <li>A charge of £750 for the review of the first existing investment and a further £250 per additional investment review. Please note that we agree the specific charge with you before we undertake any chargeable work</li> <li>For example, based on an amount of £125,000 our charge would equate to £3000 (<math>£100,000 \times 2.5\% = £2500</math>) + (<math>£25,000 \times 2\% = £500</math>)</li> </ul>
<b>Regular Premium Investment</b>	<ul style="list-style-type: none"> <li>A percentage of the regular premium as follows: On a regular premium amount of between £1 and £500 is 20% of the monthly premium for 12 months subject to a minimum of £750.00. Between £501 and £1,000 is 17.5% of the monthly premium. £1000 and above 15% of the regular monthly premium.</li> </ul>		<ul style="list-style-type: none"> <li>For example, on a monthly contribution of £325, we would charge 20% of the premium payable for 12 months, which would mean an initial adviser charge of £780 (<math>£325 \times 20\% \times 12</math> months)</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

Our typical charges are:

	<b>Bronze</b>	<b>Silver</b>	<b>Gold</b>
<b>Review meetings</b>	Although, we don't offer a proactive service, we are available to help with basic administrative queries. We are also happy to help in the future should you require future financial advice subject to an additional charge	Once a year we will offer you a face to face meeting at our offices, during which we will review your circumstances, needs, priorities and establish whether your current investments remain suitable	Once a year we will offer you a face to face meeting, during which we will review your circumstances, needs, priorities and establish whether your current investments remain suitable. In addition to the main annual meeting, we will offer you an interim review meeting, during which we will review your circumstances, needs, priorities and investment performance against the goals we agreed at your main review meeting
<b>Bi-monthly newsletter</b>	n/a	On a bi-monthly basis, we will send you our newsletter, which contains useful articles to keep you informed about financial matters in general	On a bi-monthly basis, we will send you our newsletter, which contains useful articles to keep you informed about financial matters in general
<b>Liaising with 3rd party professionals</b>	n/a	n/a	Where required, we will liaise with your other professional advisers e.g. solicitor and accountant to co-ordinate your affairs, ensure consistency of approach in related matters and provide relevant updates
<b>Initial / implementation fee</b>	Initial/Implementation fee charged in line with our scale of charges detailed above	Initial/Implementation fee charged in line with our scale of charges detailed above	Initial/Implementation fee charged in line with our scale of charges detailed above
<b>Annual service fee</b>	In some cases, we may receive a small amount of renewal income from your investment providers and this is retained by us in order that we are able to maintain an open file on your behalf and deal with administration queries you may have	0.5% of the value of the portfolio (subject to a minimum of £750 per annum). For example, an investment value of £200,000 x 0.5% =£1,000.	0.5% of the value of the portfolio (subject to a minimum of £1,500 per annum). For example, an investment value of £500,000 x 0.5% = £2,500.

## Your payment options

### Initial advice service

#### Settling your adviser charge in a single payment

Following on from our non-chargeable initial meeting, if you request additional services or accept any recommendations we have made then you will pay us an adviser charge which will become payable on completion of our work.

#### Settling your adviser charge by instalments

The option to pay by instalments is only available for the payment of the adviser charge on regular premium products. Payment by instalments does not relate to any ongoing charges payment which we may charge for providing an ongoing service.

### Paying by instalments through your recommended product

If you buy a financial product, you can choose to have your adviser charge deducted from the product through instalments. Although you pay nothing to us up front, that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product. These deductions will pay towards settling the adviser charge. These deductions could reduce the amount left for investment.

How your payment plan works:

Total monthly premium payable	£250
Total cost of advice	£750
Monthly payment for advice	£62.50
Length of repayment period	12 months

Monthly payment: £250 per premium Period: 12 months	→ Advice £62.50
	→ Invested: £187.50

If you choose to pay for the advice you receive through instalments, these instalments will be deducted from the premium you pay each month and allocated towards settling the adviser charge. For example, the total cost of advice is £750. You have been recommended a regular premium product of which £250 will be paid each month. £62.50 will be taken from this amount to pay off your adviser charge over 12 months. The remaining £187.50 will be invested during this time. At the end of this period the adviser charge would have been settled in full. From month 13 the full £250 will be invested.

### Keeping up with your payments

If you choose to pay for the advice you receive via instalments, the full amount of the adviser charge will need to be paid irrespective of whether:

the recommended product(s) is /are cancelled before the full amount is paid; and/or you subsequently decide to transfer your business to another firm / financial adviser.

Any outstanding amounts, as at the date of cancelling the recommended product / transferring to another firm or adviser, will be due to be paid in full within 28 business days of the termination / transfer date. An invoice will be raised for the full outstanding amount.

**'Non advised' services**

For our 'non-advised' services, you will pay us via an adviser charge a fee or a combination of both

**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.

## **COMBINED INITIAL DISCLOSURE DOCUMENT (Insurance & Mortgages)**

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

### **Whose products do we offer?**

#### **Insurance**

We offer products from a range of insurers for all non-investment insurance products.

Ask us for a list of products we offer.

#### **Mortgages**

We offer products in the following 'relevant market(s)':

- Regulated mortgage contracts that are used for a non-business purpose; and
- Regulated mortgage contracts that are used for a business purpose.
- We offer a comprehensive range of first charge mortgages (but not deals you can only obtain by going direct to a lender). Please refer to the attached document for a full list of the lenders whose mortgages we offer.
- We do not offer advice on second charge mortgages

Please note that, where you are increasing your mortgage borrowing although we do not (or are unable to) advise on the following finance options these may be available to you and be more appropriate:-

- A second charge mortgage
- An unsecured loan

### **Which services(s) will we provide you with**

#### **Insurance**

We will advise and make a recommendation for you after we have assessed your needs for Term Assurance, Mortgage Protection Term Assurance, Critical Illness Assurance and Permanent Health Insurance.

#### **Mortgages**

We offer an 'advised' sales service

This means we will provide advice and make a recommendation for you after we have assessed your specific needs and circumstances.

## What will you have to pay us for our services?

### **Insurance**

You will pay for our services on the basis of:

A fee of £750 for advising on Term Assurance, Mortgage Protection Term Assurance, Critical Illness Insurance and Permanent Health Insurance. We will offset any commission received against this fee. It is agreed that any commission over and above the £750 will be retained by us.

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

### **Mortgages**

You will pay for our services on the basis of:

#### Advised sales

A flat fee of £250 will become payable at outset and a further flat fee of £500 will become payable on completion.

The exact amount of commission we will receive is not known to us at this stage. We will confirm the actual amount to you as part of the lending illustration we are required to obtain from the lender.

We will offset any commission received from the lender against our fee. Where the commission is insufficient to cover our fee, you will be responsible for paying the balance

Where the commission we receive is greater than our fee we will retain any excess.

We will tell you how much the total fee will be in good time before you apply for a mortgage, but you may ask for this information earlier.

You will receive a key facts illustration / ESIS when considering a particular mortgage, which will tell you about any fees relating to that mortgage.

You also have the right to request an illustration / ESIS for any mortgage we offer.

## Who regulates us?

We are authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 146480.

Our permitted business is: 'advising on and arranging investments, non-investment insurance contracts and mortgages'.

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 (freephone) from 8am and 6pm, Monday to Friday (except public holidays) and 9am to 1pm, Saturdays.

## What to do if you have a complaint

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

.....in writing      Howard Lee,  
W. B. Baxter Limited, 263 Cranbrook Road, Ilford, Essex, IG1 4TG  
Or [howard@wbbaxter.co.uk](mailto:howard@wbbaxter.co.uk)

.....by phone      0208 554 5500

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 will depend on the type of business and the circumstances of the claim.

### Insurance

Long term insurance benefits (e.g. Life Assurance)

The maximum level of compensation for claims against firms declared in default is 100% of the claim with no upper limit.

### Mortgages

Mortgage advising and arranging is covered up to a maximum limit of £50,000.

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

## CLIENT AGREEMENT DOCUMENT FOR W B BAXTER LTD

### Investment services

W B Baxter Limited is permitted to advise on and arrange (bring about) deals in investments.

With regards 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.

W B Baxter Limited **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

W B Baxter Limited, 263 Cranbrook Road, Ilford, Essex IG1 4TG is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 146480.

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

Company number **00277519**

Registered office address: 263 Cranbrook Road, Ilford, Essex, IG1 4TG

Directors: Howard Lee, Stephen Saunders, David Stingemore

### 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/>

### **Modes 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.

Please note that for telephone conversations the records will be obtained by taping calls.

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.

## **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

W B Baxter Limited offers services in accordance with that disclosed to you in our initial 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.

W B Baxter Limited 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 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 W B Baxter Limited 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     Howard Lee,  
W. B. Baxter Limited, 263 Cranbrook Road, Ilford, Essex, IG1 4TG  
Or [howard@wbbaxter.co.uk](mailto:howard@wbbaxter.co.uk)

.....by phone     0208 554 5500

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.

## Data protection statement

Please refer to the separate Data Protection Statement 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 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', unless otherwise stated.