



LONGLEY  
ASSET MANAGEMENT

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**DISCRETIONARY INVESTMENT  
MANAGEMENT AND ADVISORY SERVICES  
TERMS OF BUSINESS**

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Longley Asset Management Limited is authorised and regulated by the Financial Conduct Authority. Registered in England, Company Number 5031220. The Registered Office is The Coade, 3<sup>rd</sup> Floor, 98 Vauxhall Walk, London SE11 5EL. Telephone: +44 (0) 20 7294 7326.

Longley Asset Management Limited, a company in England & Wales and having its registered office at The Coade, 3<sup>rd</sup> Floor, 98 Vauxhall Walk, London SE11 5EL (“Longley”).

Any reference to the Regulator in these Terms refers to the Financial Conduct Authority or any successor body.

**WHEREAS:**

- A. Longley carries on business as an investment manager and an investment advisor.
- B. The Client wishes to appoint Longley to provide investment management and/or advisory services in accordance with the Client’s investment objectives (as set out in the appendices) and Longley is willing to accept such appointment on the terms and conditions hereinafter contained.
- C. The Client’s money and other relevant assets will be held by an independent broker or custodian and will not be held by Longley.

**NOW IT IS HEREBY AGREED as follows:**

**1. Constitution and Interpretation**

- 1.1. This agreement and its appendix and any other documents annexed to or incorporated by reference in this agreement are to be construed as one document constituting the agreement of the parties as to the subject matter hereof (the “Agreement”).

- 1.2 In this Agreement:

“Account” means one or more accounts opened by the Client with an independent broker or custodian.

“Customers” means any and all Clients of Longley.

“Portfolio” means those of the Client’s assets to be managed by Longley in one or more Accounts and which are the subject of this Agreement.

- 1.3 Longley is regulated by the Financial Conduct Authority (“FCA”) in the conduct of its investment business and nothing in this Agreement shall exclude any liability of Longley to the Client under the Financial Services and Markets Act 2000 (the “Act”) or the rules from time to time of FCA (the “FCA Rules”).
- 1.4 Except where the context otherwise requires, words and phrases defined in the FCA Rules shall have the same meanings in this Agreement.
- 1.5 This Agreement contemplates that the Client is to be treated by Longley as a Retail Customer for the purposes of the FCA Rules. As a result of this classification the Client will benefit from certain protections afforded to Retail (Private) Customers under FCA Rules.

**2. Appointment and Effective Date**

The Client hereby appoints Longley to act as investment manager and/or investment advisor of the Portfolio on behalf of the Client with effect from the date of receipt by Longley of documents listed in the appendix signed by the Client and by Longley or on such earlier date as may be agreed.

**3. Investment Management Services: Investment Discretion and Duties of Longley**

The following provisions only apply where Longley is appointed as investment manager:

- 3.1 Unless instructed otherwise, Longley shall have complete discretion for the Account (and without prior reference to the Client) to buy, sell, retain, exchange or otherwise deal in investments and other assets, make deposits, subscribe to issues and offers for sale of, accept placings, underwritings and sub-underwritings of any investments, effect transactions on any markets, take all day-to-day investment decisions and otherwise act as Longley judges appropriate in relation to the investment management of the Portfolios.
- 3.2 Unless instructed otherwise, Longley's services may include advising on and undertaking transactions in:
  - 3.2.1 unregulated collective investment schemes;
  - 3.2.2 non-readily realisable investments in which there is no recognised market and it may therefore be difficult to deal in such an investment or obtain reliable information about its value or risks associated with dealing in it;
  - 3.2.3 warrants, which often involve a high degree of gearing so that a relatively small movement in the price of an investment to which the warrant relates may result in a disproportionately large movement, unfavourable as well as favourable, in the price of the warrant;
  - 3.2.4 foreign exchange and/or investments denominated in a foreign currency, a movement in which may result in a separate gain or loss as compared to the value of the investments denominated in another currency or compared to the currency in which the Portfolio is valued;
  - 3.2.5 investments, the prices of which may be subject to stabilisation.
- 3.3 Unless instructed otherwise, there is no restriction on the amount of any one investment which may be made by Longley on the Client's behalf nor on the proportion of the Portfolio which any one investment or particular kinds of investment may constitute. Please request our wider range investment policy for guidelines on portfolio diversification across different asset classes. Any subsequent amendments to the restrictions or composition of the Portfolio at the request of the Client may only be made or undertaken with the agreement of Longley. If any restrictions are imposed, subsequent variations in the value of all or some of the investments may result in such limits being exceeded. While Longley will seek to bring the Portfolio back within the original restrictions as soon as reasonably practical, the Client acknowledges that it may not be practicable to do so immediately and that Longley has discretion as to the timing and method of achieving any required rebalancing of the Portfolio.
- 3.4 Longley shall have full authority to communicate orders directly to any broker of the Clients and to any custodian.
- 3.5 The Client acknowledges that no assurance, representation or guarantee has been given to it by Longley or any other person that Longley's management of the Portfolio will generate profits for the Client or will not result in losses.
- 3.6 Longley has procedures to make sure that, when it deals on the Client's behalf, it obtains the best outcome for the Client on a consistent basis. Longley will take all reasonable steps to provide the Client with what is termed 'best execution' of its orders.
4. **Investment Advisory Services: Duties of Longley**

The following provisions only apply where Longley is appointed as investment advisor or gives advice pursuant to an investment management contract:

- 4.1 Longley shall advise the Client in relation to the investment of the Account, as well as on such ancillary matters as shall reasonably be requested by the Client and having regard to the Client's investment objectives. In particular, Longley shall, if requested by the Client in writing:
  - 4.1.1 analyse the performance of investments and advise the Client in relation to investment trends, market improvements, political and economic conditions and all other matters likely or which might reasonably be considered to affect the investment objectives of the Client and consult with such other investment advisers and managers as may be appointed by the Client from time to time;
  - 4.1.2 at the Client's request provide a representative to attend such meetings with the Client in connection with any of its duties specified above as may be agreed from time to time; and
  - 4.1.3 perform such other duties as may be reasonably necessary or incidental to the above or as may be agreed between the Client and Longley.

- 4.2 Longley may advise in relation to any of the investments specified in Clause 3 above.

## **5. Initial Value and Composition**

The initial value and composition of the Portfolio is as indicated in the documents referred to in Schedule A.

## **6. Client's Warranties**

- 6.1 The Client warrants that: (i) the Client has full power to employ Longley; and (ii) the Portfolio is free from all liens, charges and other encumbrances save as otherwise notified.
- 6.2 Where Longley is appointed as investment manager, the Client undertakes not to deal, except through Longley, with any of the assets in the Portfolio or to authorise anyone else to so deal while this Agreement is in force.
- 6.3 The Client warrants that any information which the Client has provided to Longley, including in relation to the Client's status for taxation purposes, is complete and correct and agrees to provide any further information properly required by any competent authority. The Client will notify Longley forthwith if there is any material change in any such information provided.
- 6.4 The Client warrants that it will at all times be fully responsible for payment of all taxes due whether of an income or other nature, and for the making of all claims in relation thereto (including any claims relating to withholding tax) whether for exemption or otherwise for filing any and all tax returns and for providing any relevant tax authorities with all necessary information in relation to any investment business carried on by Longley.

## **7. Instructions and Communications**

- 7.1 Longley may rely and act on any instruction or communication which purports to have been given (and which is reasonably believed to have been given) by or on behalf of any person notified by the Client from time to time as being authorised to instruct Longley in respect of the Portfolio and, unless Longley shall have received written notice to the contrary, whether or not the authority of any such person shall have been terminated.

**7.2 Subject to the provisions of Clause 7.1:**

- 7.2.1 Any notice or other communication in connection with this Agreement must be in writing; and must be left at the address of the addressee or sent by prepaid ordinary post (airmail if posted to or from a place outside the United Kingdom) to the address of the addressee specified above or, if the addressee notifies another address in England and Wales for such purpose, then to that other address.
- 7.2.2 A notice or other communication shall take effect from the time it is received (or, if earlier, the time it is deemed to be received in accordance with Clause 7.2.3) unless a later time is specified in it.
- 7.2.3 Any notice or other communication given or made under or in connection with the matters contemplated by this agreement shall be addressed as provided in Clause 7.2.1 and, if so addressed, shall be deemed to have been duly given or made as follows:
- (a) if personally delivered, upon delivery at the address of the relevant party;
  - (b) if sent by first class post, two Business Days after the date of posting;
  - (c) if sent by airmail, six Business Days after the date of posting.
- 7.2.4 Telephone calls and messages may need to be verified and/or confirmed in writing before they can be acted upon. Emails may need to be verified and/or confirmed in writing and/or by telephone before they can be acted upon. Text messages will not be an acceptable form of communication.
- 7.2.5 Our regulator, the FCA, stipulates that from 3 January 2018 any communications with Clients relating to (or intended to relate to) transactions that are held on telephone or electronic devices must be recorded and stored for up to seven years. Longley will provide details of specific recommendations to Clients by email, and/or other written forms. These recommendations will only result in transactions if and when the Client acknowledges and agrees in writing to such recommendations. If a Client wishes to instruct Longley with a transaction (order) such instruction must be provided in writing. Longley may need to verify such written order(s) before placing the transaction. Relevant notes from face-to-face Client meetings will be considered equivalent to orders received by telephone or electronic device. In order to comply with the FCA the details of all Client communications and face-to-face meetings will be stored for audit and other regulatory purposes for the required time. Telephone calls and communication by electronic form may be recorded.

**8. Delegation and Use of Agents**

Longley may employ agents to perform any administrative, dealing and ancillary services required to enable Longley to perform its services under this Agreement. Longley will act in good faith and with due diligence in its choice and use of such agents.

**9. Client Money and Custodian Services**

Longley will not itself hold cash on the Client's behalf or act as custodian of the Client's investments (including holding contracts or registering documents of title in its name). All cash

and assets in the Portfolio will be held by independent brokers or custodians appointed directly by the Client.

#### **10. Voting**

Where Longley acts as investment manager, Longley may decide (subject to the Client's specific instructions) at its discretion whether or not to procure the exercise by a custodian of any voting rights attaching to the investments of the Portfolio. Unless otherwise instructed by the Client, Longley shall be entitled to exercise such rights notwithstanding any conflicts of interest it may have in determining how to vote such investments providing Longley shall be in compliance with Clause 14 below.

#### **11. Lending and Borrowing**

11.1 Unless stated otherwise, where Longley acts as investment manager, Longley may:

11.1.1 commit the Client to supplementing the assets in the Portfolio by borrowing cash or investments or entering into a foreign exchange contract on the Client's behalf and by committing the Client to a contract which may require the Client to supplement such assets; and

11.1.2 enter into transactions on the Client's behalf which will result in the Client incurring a short position.

#### **12. Reporting**

Longley will not provide contract notes or any reports to the Client. All such reports shall be sent to the Client by the relevant broker or custodian.

#### **13. Dealing and Counterparties**

The following provisions only apply where Longley is appointed as investment manager:

13.1 In effecting transactions for the Portfolio, Longley will deal for the Client as agent. Longley may deal on such markets or exchanges as it thinks fit. The Client agrees that all transactions will be effected in accordance with the rules and regulations of the relevant market or exchange, and that Longley may take all such steps as may be required or permitted by such rules and regulations and/or by good market practice including, where appropriate, parting with possession of documents of title representing assets of the Portfolio. Longley shall not act as principal in any transaction with the Client.

13.2 Subject to FCA Rules, Longley may aggregate transactions for the Portfolio with those of other clients and of its employees. The custodian and any independent broker may also average the prices obtained so that all clients involved in the transaction pay or receive the same average price. This may result in the Client obtaining on some occasions a more favourable transaction price and on others a less favourable transaction price than had the Client's order been effected separately.

13.3 Longley will act in good faith and with due diligence in its choice and use of any counterparties.

13.4 Longley shall have no responsibility for any matters properly relating to the Client's relationship with any custodian or independent broker including, without limitation, the clearing of the Client's transactions, payment of brokerage commissions, delivery of confirmations of transactions to the Client or the custodian (save that Longley will endeavour

to ensure that such delivery takes place) or custody over the assets of the Client and/or other assets credited to the Account.

#### **14. Potential Conflicts of Interest and Disclosures**

- 14.1 Longley may, subject to the overriding principles of suitability and without prior reference to the Client, effect transactions in which, or provide services in circumstances where, Longley has, directly or indirectly, a material interest or a relationship of any description with another party which may involve a potential conflict with Longley's duty to the Client. Longley shall not be liable to account to the Client for any profit, commission or fees arising to Longley from any such transactions and Longley's fees shall not, unless otherwise provided, be abated thereby. For example, such potential conflicting interests or duties may arise because:

- 14.1.1 Longley undertakes investment business for other Clients, and for itself;
- 14.1.2 the transaction is in securities issued by another Client of Longley; or
- 14.1.3 Longley may act as agent for the Client or advise the Client in relation to transactions in which it is also acting as agent or for the account of or advising other Clients.

#### **15. Soft Commissions/Inducements**

Longley does not enter, either directly or indirectly, into soft commission/inducement arrangements with any custodian or any broker. Longley retains the right to do so in the future and in which case it will notify the Client in advance and comply with all FCA Rules. Longley pays for relevant investment research out of its allocated annual research budget.

#### **16. Fees and Charges**

- 16.1 Fees payable for the services provided by Longley shall be payable by the Client to Longley at the rates specified in the supplied Schedule of Fees and Charges. Such rates may be amended from time to time.
- 16.2 Longley will not be liable to account to the Client for or (save in respect of fees or commissions charged to the Client) to disclose to the Client any profit, commission, introductory or other fees or remuneration made or received by Longley by reason of any transaction with or for the Client or any introduction of the Client to any third party.
- 16.3 Any sums due to Longley or to any other person in respect of fees pursuant to this Agreement will be deducted by Longley out of the Account. The Client agrees that Longley may instruct the custodian to debit such fees.
- 16.4 Longley shall be entitled to be reimbursed by the Client for all out-of-pocket expenses properly incurred by it in the performance of its services hereunder including, but not limited to, any stamp and other duties, tax, governmental and fiscal charges incurred in carrying out any transactions as agent for the Client.

## **17. Taxation**

Longley shall use reasonable endeavours to avoid taking or omitting to take any action that to its knowledge would prejudice the Client's tax status as notified to Longley. Subject thereto, the Client and the Client's professional tax advisers (where applicable) remain responsible for the management of the Client's affairs for tax purposes, and all investment transactions shall be undertaken without regard to withholding taxes or other tax consequences.

## **18. Liability**

- 18.1 Longley will always take reasonable care in matters regarding the Client's investments but cannot guarantee that investments will not depreciate in value or that they will not at any time be affected by adverse tax consequences. Except where Longley is requested to advise on specific investments and is made aware in writing of all relevant circumstances, it accepts no responsibility for the Client acting or not acting on any advice it gives to the Client.
- 18.2 Longley shall not be liable for any error of judgement or any loss suffered by the Client in connection with the services it provides to the Client as Manager (and in particular, but without limitation, Longley shall not be liable for any loss which may be sustained in the purchase, holding or sale of any investments or a foreign exchange contract in accordance with those services) unless such loss arises from negligence, wilful default, dishonesty or fraud by Longley or any of its employees.
- 18.3 Longley shall not be liable for any losses sustained or profits or income foregone by the Client due to the custodian or independent broker dealing or failing to deal with the Client's assets, nor shall Longley be liable for losses suffered as a result of the custodian failing to notify Longley of any corporate or other transaction affecting the Portfolio.
- 18.4 The Client agrees to keep Longley and its directors, officers, employees and duly appointed agents and representatives (including any sub-manager) indemnified against all costs, charges, liabilities and expenses whatsoever incurred by them pursuant to or in connection with this Agreement unless due to their negligence, wilful default, dishonesty or fraud.

## **19. Termination**

- 19.1 This Agreement shall continue and remain in force unless and until terminated by either party giving to the other not less than 30 days written notice of termination, or immediately on the happening of one of the following events:
  - 19.1.1 in the event (where relevant) of (i) the winding up of or the appointment of an administrator, examiner or receiver to the other party or upon the happening of a like event at the direction of an appropriate regulatory agency or court of competent jurisdiction; or (ii) the institution of bankruptcy or similar proceedings against the Client;
  - 19.1.2 if the other party shall commit a material breach of the provisions of this agreement and if capable of remedy shall not have remedied the same within 30 days after service of notice requiring it to be remedied;
  - 19.1.3 (where relevant) upon notice of the death of the Client.



## **20. Consequences of Termination**

- 20.1 Any termination shall be without prejudice to the rights and liabilities of either party in respect of transactions already initiated. All outstanding transactions at the time of termination will be settled and delivery made.
- 20.2 Longley may, where applicable, charge the Client for any periodic fees due, corresponding to that part of the period which has expired when the Agreement is terminated. Longley may also charge any reasonable and documented additional expenses which are necessarily incurred in terminating the Agreement plus any losses necessarily realised in settling or concluding outstanding obligations.

## **21. Confidentiality**

- 21.1 Longley is not obliged to disclose to the Client or in making any decision or taking any action in connection with the arrangement of the Portfolio to take into consideration information:
  - 21.1.1 where the disclosure of it to the Client would be a breach of duty or confidence to any other person; or
  - 21.1.2 which comes to the notice of an employee, officer or agent of Longley but does not come to the actual notice of the individual managing the Portfolio or making the decision or giving the advice in question.
- 21.2 The parties to this Agreement will at all times keep confidential information acquired in consequence of this Agreement, except for information which they are bound to disclose under compulsion of law, or by request of regulatory agencies or to their professional advisers.

## **22. Complaints**

- 22.1 Longley always aims to provide first class service to its clients, but recognise that there can be times when things go wrong and it may fall short of the Client's expectations.
- 22.2 If the Client is in any way dissatisfied with the service provided by Longley, a complaint may:
  - 22.2.1 be addressed to:  
The Compliance Officer  
Longley Asset Management  
44 Clarendon Drive  
London  
SW15 1AE; or
  - 22.2.2 be made to the Compliance Department by telephoning 020 7294 7326.
- 22.3 Longley will acknowledge the complaint and do its best to resolve it promptly and fairly, liaising with the Custodian where appropriate, and always bearing in mind Longley's obligation to act in its Clients' best interests. At the time that Longley acknowledges the complaint it will provide a copy of the firm's complaints handling procedures, and will keep the Client appropriately informed during its investigations. The Client can ask its Adviser to provide a copy of Longley's complaints handling procedure at any time.
- 22.4 Once Longley has investigated and assessed the complaint, it will inform the Client whether or not the complaint has been upheld, take remedial action and/or offer redress where appropriate. If the Client does not agree with the resolution, the complaint may be referred to the Financial

Ombudsman Service. Longley will provide full details of this service when it provides its conclusion.

## **23 Client Information**

23.1 Longley is registered in the UK as a Data Controller with the Information Commissioner's Office under the Data Protection Act 1998. By accepting these terms, the Client agrees that Longley may collect, use, store and otherwise process the personal information it provides. The information provided may include personal data and sensitive personal data.

This information is for the purposes of providing the services to the Client under these Terms, administering the Client account, and related purposes. Such purposes include, for example, verifying the Client's identity. From 25<sup>th</sup> May 2018 Longley is subject to the requirements of the General Data Protection Regulation (GDPR) and has internal policies to order to achieve this. For a summary of some of the key points of our privacy notice please schedule B. For our full policy notice, please request a copy from us.

23.2 The information that Longley and the Custodian hold about the Client is confidential and will not be used for any purpose other than in connection with the provision of services to the Client, unless it is information that is already publicly available. This confidential information will only be disclosed to third parties outside the groups of companies of the Custodian and Longley in the circumstances described below:

23.2.1 where required by law, or if requested by any regulatory authority or exchange having control or jurisdiction over Longley or any of its respective group companies;

23.2.2 to investigate or prevent fraud, money laundering, terrorism or other illegal activity;

23.2.3 to any third party in or outside the European Union (EU) or EEA in connection with the services of Longley or those of the Custodian;

23.2.4 for identity checks and credit assessments;

23.2.5 if it is in the public interest to disclose such information;

23.2.6 at the Client's request, or with the Client's consent.

23.3 Please be advised that, by signing or otherwise consenting to these Terms, the Client agrees to the transmission of its data internationally, including to countries outside the EU/EEA and the USA.

23.4 Under applicable data protection legislation the Client is entitled to a copy of the information Longley holds about that Client. This is called a Subject Access Request ('SAR'). The Client should apply to Longley for such information. The Client's right to access information held about it by Longley can be exercised by contacting:

Longley Asset Management  
44 Clarendon Drive  
London  
SW15 1AE

23.5 Please inform Longley if any information it holds is inaccurate or no longer valid so that records can be corrected or updated. Longley is required for legal and regulatory reasons to keep certain documents relating to Client accounts for at least six years following the termination of a Client relationship, unless required by other laws and regulations, not to do so. The Client will not be at liberty to request the destruction or deletion of any record relating to it

unless Longley is required to do so by law or other regulatory requirement. Longley may also be unable to inform the Client what action has been taken, including whether records have been deleted or destroyed. Telephone calls may be recorded and therefore Longley may have access to telephone recordings for up to seven years.

## **24 The Financial Services Compensation Scheme**

- 24.1 Longley participates in the Financial Services Compensation Scheme ('FSCS') which provides compensation in certain circumstances if it is in default. The maximum level of compensation for claims against firms declared in default on or after 1<sup>st</sup> July 2010 is £50,000 per person per firm.
- 24.2 Not every investor is eligible to participate in this scheme. For more details please refer to the Longley Adviser, or directly to the FSCS website ([www.fscs.org.uk](http://www.fscs.org.uk)).

## **25. Assignment**

This Agreement is personal to the Client and shall not be capable of assignment or of being transferred by the Client. Longley may assign or transfer this Agreement to any Subsidiary or Holding Company (as defined in s.736 of the Companies Act 1985) upon giving the Client 30 days notice in writing.

## **26. Amendments**

Any amendment proposed by a party to be made to this Agreement shall be notified in writing to the other party. Any amendment proposed by Longley shall take effect on the date specified (not being less than 15 business days after the issue of the notice) unless the Client in the meantime notifies Longley to the contrary or requests an extension of time. Any amendment proposed by the Client shall take effect when accepted in writing by Longley.

## **27. Force Majeure**

- 27.1 Notwithstanding any other provision contained in this Agreement, neither party shall be liable for any action taken, delay or any failure to take any action required to be taken hereunder or otherwise to fulfil its obligations hereunder (including without limitation the failure to receive or deliver securities or the failure to receive or make any payment) in the event and to the extent that the taking of such action, delay or such failure arises out of or is caused by or directly or indirectly due to war, act of terrorism, insurrection, riot, labour disputes, civil commotion, act of God, accident, fire, water damage, explosion, any law, decree, regulation or order of any government or governmental body (including any court or tribunal), or any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond its reasonable control or the reasonable control of any delegate or securities system.
- 27.2 The non-performing party shall use all reasonable efforts to minimise the effect of any force majeure. In any such event, the non-performing party shall be excused from any further performance and observance of the obligations so affected only for so long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable.

## **28. Governing Law**

This Agreement will be governed by and construed in accordance with English law. The English courts are to have non-exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this Agreement for which purposes all parties agree to submit to the jurisdiction of the English courts.

## **Schedule A**

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- 1. Account Opening Forms**
- 2. Strategy Assessment Documents (Client Questionnaire and Client Profile and Background Information)**
- 3. Schedule of Fees and Charges**
- 4. Unregulated Collective Investment Scheme (UCIS) – Declaration (if applicable)**

## Schedule B

### LAM Privacy Information

**Please note, this is a summary of our full Privacy Notice. Our full Privacy Notice is available to you upon request.**

We may store, use or otherwise process personal information about you which is provided by you or someone on your behalf. One of the key purposes for processing your information is to provide you with the services as set out in these Terms.

We will share your personal information with third parties. There are times when we are mandated by law to disclose your personal information to third parties (such as the Regulator). Additionally, we contract third parties to help us run our business and where we do so, we will also disclose your personal information to those third parties. Where we engage third parties to assist us to provide our services, we will always do so subject to appropriate contracts and safeguards being put in place. We will never sell, distribute or lease your personal information to an outside company.

We may send your information internationally including to countries outside the EEA such as the United States of America. Some countries where your information is sent to will offer different levels of protection in relation to personal information, not all of which will be as high as the UK. Where this is the case, we will make sure that suitable safeguards are in place, for example, by using approved contractual agreements.

We have set out below a list of the rights that all individuals have under data protection laws. They do not apply in all circumstances. If you wish to exercise any of them, we will explain at that time if they are engaged or not.

- The right to be informed about our processing of your personal, including sensitive personal information;
- The right to have your personal information corrected if it is inaccurate and to have incomplete personal information completed;
- The right to object to processing of your personal information;
- The right to restrict processing of your personal information;
- The right to have your personal information erased (the “right to be forgotten”);
- The right to request access to your personal information and to obtain information about how we process it;
- The right to move, copy or transfer a copy of the personal information you have provided us with; and
- Rights in relation to automated decision making which has a legal effect or otherwise significantly affects you.

To exercise your rights as set out above, please write to us at the details set out in these Terms. Please note, you have the right to complain to the Information Commissioner’s Office which enforces data protection laws: <https://ico.org.uk/>.

If you have any questions relating to our Privacy Notice or information we hold about you, please contact us at [melissa.longley@lamasset.com](mailto:melissa.longley@lamasset.com)

## **Schedule C**

### **Independent Advice Statement**

On 3<sup>rd</sup> January 2018 a new standard for independent advice was introduced to complement the increased transparency and enhanced consumer protective investment measures that were implemented through MiFID II regulations.

Longley Asset Management offers independent advice which means that we must assess a sufficiently diverse range of product types and providers to ensure that your investment objectives can be suitably met.

Longley Asset Management provides specialist investment management only. We do not provide financial or tax planning including, for example, retirement and estate planning.

Longley Asset Management is not authorised to hold client monies, therefore client portfolios are managed by LAM on the clients' chosen investment platform.

## **Schedule D**

### **Consumer Duty – Fair Value Assessment**

LAM was established in 2004 to offer bespoke investment management and advisory services to:

- 1) Professional investors (for example other financial advisers and trustees)
- 2) High net worth and affluent private (retail) investors

The majority of LAM's clients are UK-based.

LAM works closely with a small number of professional introducers, such as wealth managers/IFAs, solicitors and accountants. In some cases (but not all), these professional advisers continue to support and work with LAM (once appointed to provide investment services) to manage the client relationship.

LAM also offers investment services to dual resident citizens/US citizens now resident in the United Kingdom.

LAM's client portfolios are custodied with FCA-authorised and regulated brokers/platforms. These firms may have particular areas of expertise and service provision (such as providing US as well as UK tax reports) that are suitable and required for certain investors.

LAM's service suits investors who wish to have the benefits of an individual service and one that can, at times and if desired by the client, be very hands on. Often this is required at the early stages of the investment relationship, or when a client's lifestyle or other circumstances change.

LAM also offers a customised Model Portfolio Service (MPS) to Wealth Managers and works closely with an adviser to construct an MPS that is best suited to their client profiles and that meets their firm's requirements. Regular investment meetings are held with the adviser to ensure good communication and ongoing appropriateness of the service.

LAM concentrates on long-term investor relationships, believing that these achieve the best outcomes for investors, and provides independent investment services that put clients' aims and objectives at the forefront of the relationship. LAM aims to achieve good outcomes for all clients.

The majority of LAM's individual clients currently select the discretionary investment management service, rather than the (more expensive) advisory service which may be more suitable for clients with complex investment objectives and who have investable assets of over £500k. This balance is expected to continue.

LAM manages and advises upon client portfolios in different wrappers, such as Personal Pensions, SIPPs, ISAs, JISAs, Trusts and General Investment Accounts.

LAM is always available to clients (and their advisers) and encourages regular dialogue and connection in order to keep abreast of client investment needs and in particular any actual or potential changes in the future. As required by the regulator, each client receives quarterly investment valuations as well as regular LAM commentary on financial markets.

LAM's investment and client relationship team are Chartered Fellows of the CISI (Chartered Institute of Securities & Investment), and hold valid Statements of Professional Standing issued by the CISI.

Although there may be similarities across clients with regard to their investment objectives, all of LAM's clients are considered to be unique.

LAM's clients are investors who are deemed affluent or high net worth. These will generally be investors with at least £50k to invest. LAM is, however, pleased to speak with any prospective client inquiry to discover if their services would be appropriate and assist the potential client with their investment objectives.

LAM works with families and provides investment services to members of a family across different age groups and at different life stages. Some of these investment portfolios may start below the targeted portfolio size, for example for children/grandchildren, thus there is no minimum (or maximum) age of client.

LAM has an internal monitoring and assessing programme to identify clients who may be (or become) vulnerable and thus require additional tailored support so that they receive the best quality service to suit their personal circumstances.

### **Costs and Charging**

LAM and the client's custodian(s) (broker or platform) provide clients with all information concerning the costs and charges.

LAM provides a schedule of its charges at the initial discussion or meeting with a potential new client.

An annual statement of all costs and charges (post the initial one year of service), including any product/wrapper cost, is provided to all clients either by the custodian/platform or directly by LAM.

LAM charges an investment management (or advisory) fee for their services, which is subject to VAT and is deducted either monthly or quarterly in arrears.

LAM does not charge any up-front or ad-hoc charges.

LAM does not receive any portion of custody/platform, wrapper, transaction or other adviser charges.

LAM does not charge VAT on its Model Portfolio Service (MPS).



LAM seeks the most competitive pricing available when investing in third party funds. Due consideration is given to the cost comparisons between investment firms offering similar third party funds, while appreciating any nuanced differences, such as in structure and objectives.

LAM is able to offer some flexibility to its bespoke charging fee schedule, and this may depend upon the particular circumstances of the client and the size and complexity of the investment portfolios and objectives.

LAM monitors the investment management and advisory fees that it charges clients, and considers these in relation to:

- 1) The particular service offering, and its main (and any unique) features
- 2) The cost of providing the service (for example the input and time required to deliver the service)
- 3) The value that clients place on the service and the fulfilment of their objectives (assessed via the regular communications and meetings)
- 4) LAM's business costs, which include, among others, regulatory fees, and company administrative and research costs, all of which are required for LAM to be an independent directly-authorised investment firm
- 5) Those fees charged by our competitors for the same or similar services

Assisting a client to achieve their investment objectives is at the heart of LAM's service offering. LAM provides a proactive, nimble and client-centric service and fully recognises that fees should be commensurate with the service it provides.

Longley Asset Management (LAM) is authorised and regulated by the Financial Conduct Authority. LAM is registered in England, company number 5031220, and has its registered office at The Coade, 3<sup>rd</sup> Floor, 98 Vauxhall Walk, London SE11 5EL. VAT registration No: 839584965