



Terms & Conditions - Retail Investments

If you would like this document in larger print or in another format, please contact us

This agreement sets out the terms under which we'll provide our services to you, so it's important that you read it fully and in conjunction with our Service Agreement document. If there's something you don't understand please ask us to explain it.

If you have a question or concern about any aspect of our services please contact us at:

T: +44 (0) 1253 830050

E: Info@Questachartered.co.uk

W: www.questachartered.co.uk

In Writing: Questa Financial Services Limited, Questa House Croft Court, Plumpton Close, Blackpool FY4 5PR

Questa provides financial planning advice and expertise to manage lifestyle choices. Questa are classed as an 'independent' financial planner, which means we can provide advice on all available financial products in the marketplace without any restrictions.

WHAT IS INDEPENDENT ADVICE?

Questa offer an independent advice service. This means we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients. These include open ended investment companies, unit trust, ISAs, investment bonds, enterprise investment scheme, venture capital trusts, pensions, annuities, phased retirement and income drawdown, term assurance, critical illness cover and income protection.

Our recommendation will be based on a comprehensive and fair analysis of the market. Where we provide protection planning services we are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market. We don't provide advice in relation to individual share holdings. If this is something you need assistance with, we can refer you to a stockbroker. We don't provide advice on options, futures and other derivative contracts as we believe these are unlikely to be suitable for our clients.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. We'll consider a number of factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand.

WORKING WITH QUESTA

Questa will be treating you as a 'retail client' for investment business. This means that you are afforded the highest level of protection under the UK's regulatory system.

To provide our services properly we'll need to collect information on your personal and financial circumstances. We take your privacy seriously and will only use personal information to deliver our services. For further details on how we process personal data, please refer to the Appendix within this document.

Before making any recommendations, we'll carry out a suitability assessment so that we are able to act in your best interest. Any advice or recommendations that we offer will only be given after we have assessed your financial aims, objectives and attitude to risk.

If you don't want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.

We will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products or investment strategies recommended.

When you receive your written report, it will be your decision to implement the recommendation. Questa assumes no responsibility should you implement the financial planning recommendations yourself or via a third party professional, due to the fact that there may have been material changes such as legislation that may have altered our recommendations.

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we'll carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

Our normal ways of communicating with you are by telephone, video conference, post, e-mail, SMS text message or in person. Our communications will be in English. We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

In executing or transmitting applications on your behalf to third parties, we will take all sufficient steps to ensure that we obtain the best possible result for you in terms of best execution. We have a best execution policy which is available on request.

We may also, on occasion, advise on other financial products which are not regulated by the Financial Conduct Authority (FCA) under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products. If we advise you on products or services which are not regulated by the FCA, we will inform you of this.

Under the terms of this agreement we may, if appropriate, advise you on investments which are not readily realisable. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may not be possible to deal in the investment or obtain reliable information about its value.

Please note that any products and investments we have arranged for you will only be kept under review as part of an agreed on-going service for which you agree to pay. Any on-going service will be agreed in writing in our Ongoing Service Agreement & Fee Schedule.

Please be aware that the value of investments can fall as well as rise, and that you may not get back the full amount invested. The price of investments we recommend may depend on fluctuations in the financial markets or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance. Specific warnings relevant to the investments, investment strategies or other products we recommend will be confirmed to you in the relevant product literature.

We may, where appropriate, recommend holding some, or all, of your investments with a discretionary fund manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we'll explain the respective



responsibilities of ourselves and the DFM in relation to your investments.

In some circumstance we may need to act as your 'agent' in relation to the part of your portfolio held with a DFM. This means that you won't have a direct contractual relationship with the DFM and the DFM will instead treat our firm as its client. Before setting up this type of arrangement we'll explain the implications to you.

Neither Questa nor its employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant on any point of law or accountancy that may arise during discussions with us. The costs of any third party professional consultancy and advice will be met by the client.

DOCUMENTATION

We will endeavour to make arrangements for all your investments to be registered in your name unless you instruct us to do otherwise in writing. All policy documents will be forwarded to you as soon as possible after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series of transactions is complete and then forward them to you.

PRODUCT CANCELLATION RIGHTS

Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

FINANCIAL CONDUCT AUTHORITY

Questa Financial Services Limited is authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. www.fca.org.uk. Our firm reference number is 459631. Registered in England No. 02910617.

Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages.

The FCA regulates financial services in the UK and you can check our details on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

COMPLAINTS

Questa treats complaints very seriously and has a complaints procedure in place. In the event that you wish to register a complaint you can contact us in one of the following ways:

In writing: The Compliance Officer, Questa Financial Services Limited, Questa House, Croft Court, Plumpton Close, Blackpool, FY4 5PR

T: +44 (0)1253 830050
E: stuart.dewin@questachartered.co.uk

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if we cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS) at www.financial-ombudsman.org.uk.

We are covered by the Financial Services Compensation Scheme (FSCS) and 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.

Compensation for most types of investment business is covered for 100% of a claim up to a maximum of £85,000 per person per firm. For the majority of cases, insurance business is covered for 90% or 100% of the claim without any upper limit.

Further information is available from the FSCS at www.fscs.org.uk.

CONFLICTS OF INTEREST

We endeavour to act in the best interests of our clients. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions and detail the steps we will take to ensure fair treatment. We have a conflicts of interest policy which is available on request.

TERMINATION

We may terminate this agreement by giving you at least 20 business days written notice. You may terminate this agreement at any time, without penalty.

You or we may terminate our authority to act on your behalf for on-going service. Termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this agreement unless otherwise agreed in writing. You will be liable to pay for any services we have provided prior to termination and any fees outstanding, if applicable.

YOUR OBLIGATIONS

Our advice will be based on the information that you give so it's important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice we give.

FINANCIAL CRIME

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We'll verify your identity before undertaking any business with you. For this purpose we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

OUR INITIAL FEES

These are the upfront costs of our services. We offer several types of initial service depending on your needs. Full details are provided in our Initial Financial Planning Agreement & Fee Schedule.

INITIAL FEES	
Financial Review with a view to subscribing to an ongoing review service	3% of the monies invested on the first £250,000 (subject to a minimum charge of £750)
	1% on the next £250,000
	0.5% thereafter (subject to a maximum charge of £15,000) For example, if you were to invest £100,000 our charge would be £3,000 If you were to invest £500,000 our charge would be £10,000
Technical/Specialist Planning Report and/or adhoc Advice	Minimum implementation charge of £495 A typical charge for a more complex report would be approximately £3,000
Professional Adviser Report (one-off)	Hourly rate charge, subject to minimum fee of £350 or charged on an agreed fixed fee

When we use or refer to hourly rate fees, the current rates used are as follows:

Directors/Chartered Financial Planners	£295 per hour
Senior Financial Planner	£245 per hour
Financial Planner	£195 per hour
Paraplanning (Technical analysis/reports)	£145 per hour
Administration	£65 per hour

Where an hourly rate charge is agreed, we will provide an estimate of how many hours we expect the work to take. We will not exceed this without checking with you first.

Our initial fees can be paid via cheque or payment via deductions from the financial product(s) you invest in.



OUR FEES: ON-GOING REVIEWS

We offer three levels of on-going services designed to provide periodic reviews to ensure that your financial plan remains on track. These service levels are: Premium, Enhanced and Essential. Full details are provided in our Ongoing Service Agreement & Fee Schedule.

Once your financial plan is in place it is important to keep it under review so it can be adapted, where necessary, as your circumstances change. Our ongoing services are designed to do this.

ON-GOING SERVICE	
Premium	1% p.a. of funds under management (subject to a minimum fee of £500 and a maximum of £15,000, depending on the service level agreed) For example, if you have funds under management of £200,000 our charge would be £2,000p.a. Depending upon the size/complexity of the portfolio, there may be additional fees to cover the cost of providing you with review/planning meetings; this fee will be payable by standing order either monthly or annually and will be outlined in your Ongoing Service Agreement & Fee Schedule
Enhanced	
Essential	

You can pay for our on-going services directly or by deduction from your investments on a monthly, quarterly, six-monthly or annual basis.

For investments held on a platform (an online investment administration service) you may choose to pay our initial or on-going fees out of the funds held in the platform cash account, although it's important to maintain sufficient funds in the account to cover our charges as they become payable.

We will not make any charges until we have agreed payment terms. Where our charges are based on a % of your investments, the amount of our ongoing charges may increase as the size of your fund grows.

PAYMENT TERMS

All fees will be fully disclosed before we undertake any work on your behalf. The precise charges relating to any work or recommendations we make will be confirmed in your personal report or relevant product information that is provided to you.

In some circumstances we may receive ongoing payments (commission) from product providers relating to existing investments you hold. Such payments may

be taken into account when determining the charges for ongoing services. We'll discuss and agree this with you where relevant.

We reserve the right to retain any agreed fees in the event of you exercising your right to cancel in accordance with any cancellation notice sent to you by the life insurance company.

OTHER CHARGES

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products we arrange for you. These charges may be one-off charges (payable up front) or charges payable on an ongoing basis. For example:

Service costs: if your investments are held on a platform (an online investment administration service) or held with a DFM, the platform provider/DFM will make a charge for administering/managing your investments.

Investment costs: These are the costs relating to the manufacturing and managing of your investments. For example, fees charged by the investment fund manager, costs relating to investment transactions. Any third party costs will be disclosed as part of the recommendation.

AGGREGATED COSTS AND CHARGES

Before we provide you with our advice we will add together all the cost and charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.

VALUE ADDED TAX (VAT)

Our charges/fees will be subject to VAT unless the work we provide for you only involves intermediating with the provider of a financial product, in which case this service will be VAT exempt. We will always tell you if you have to pay VAT before we undertake any work for you. Charges for the ongoing service will be liable to VAT (unless the initial service was exempt from VAT) where both the initial and ongoing services are part of the same package.

BENEFITS WE MAY RECEIVE

Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (e.g. product providers) as this would conflict with our independent status.

From time to time we may attend training events funded and /or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests.

LAW

This agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

FORCE MAJEURE

Questa shall not be in breach of this agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

THIS IS OUR STANDARD TERMS & CONDITIONS AGREEMENT UPON WHICH WE INTEND TO RELY AND WILL COME INTO EFFECT ONCE IT HAS BEEN SIGNED BY ALL PARTIES AND WILL REMAIN IN FORCE UNTIL TERMINATED. FOR YOUR OWN BENEFIT AND PROTECTION YOU SHOULD READ THESE TERMS CAREFULLY BEFORE SIGNING THEM. IF YOU DO NOT UNDERSTAND ANY POINT PLEASE ASK FOR FURTHER INFORMATION.

I/WE HEREBY AGREE TO THE TERMS & CONDITIONS:

Signed: (for and on behalf of Questa)

Print Name:
(Client One)

Signed:

Print Name:
(Client Two)

Signed:

Date:

PLEASE NOTE THAT YOU MAY WITHDRAW THIS CONSENT AT ANY TIME BY NOTIFYING US AT OUR MAIN BUSINESS ADDRESS.



Appendix – Protecting your personal information

HOW WE USE YOUR DATA

To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.

Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our obligations to preventing money laundering or terrorist financing. We rely on legitimate interest to retain relevant data for the purpose of assessing the appropriateness of our services, defending future complaints and meeting our Professional Indemnity Insurer's expectations. Generally, these are the lawful bases on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for the above mentioned purposes.

We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service we'll need to pass certain personal details to the product or service provider.

We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. These companies and agencies could be: (1) product providers; (2) the FCA, FOS or any other statutory, governmental or regulatory body – if they request to see our files or you make a complaint; (3) solicitors and debt collection agencies – if we are involved in a dispute with you; (4) third-party suppliers who provide services to us for quality control purposes and administration. (E.g. business processing services, client database systems, report writing services, or compliance and regulatory advice services.); (5) Marketing companies who help us provide ongoing updates (for example newsletters and market updates) as part of our service to you.

Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).

The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be

administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.

As part of this agreement we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above.

Special categories of personal data: There are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health (or that of your family). Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.

Vulnerable Consumers

Vulnerability occurs in a variety of ways which may be permanent, temporary, or even sporadic, dependent on its nature. In many circumstances the individual may not recognise themselves as 'vulnerable'. We will ensure our staff are aware of our policies and are adequately trained, and we will provide appropriate support to those individuals who are identified as vulnerable. We may also signpost the individual to other agencies who can help. If you feel you need such assistance, please notify us immediately.

The Privacy Notice section below, provides further information about the nature of our personal data processing activities and explains how we use any personal information we collect about you.

If you are concerned about any aspect of our privacy arrangements please speak to us.

PRIVACY NOTICE

What information do we collect about you?

We collect information about you when you engage us for financial planning and/or mortgage advice. This information will relate to your personal and financial circumstances. It may also include special categories of personal data such as data about your health, if this is necessary for the provision of our services.

We may also collect information when you voluntarily complete client surveys or provide feedback to us.

Information relating to usage of our website is collected using cookies. These are text files placed on your computer to collect standard internet log information and visitor behaviour information. We'll use your information collected from the website to personalise your repeat visits to the site.

Information about connected individuals

We may need to gather personal information about your close family members and dependants in order to provide our service to you effectively. In such cases it will be your responsibility to ensure that you have the consent of the people concerned to pass their information on to us. We'll provide a copy of the privacy notice for them or, where appropriate, ask you to pass the privacy information to them.

Why do we need to collect and use your personal data?

We must have a lawful basis to process your personal data. Under the UK General Data Protection Regulation (UK GDPR), the lawful bases we rely on for processing this information are:

We have a contractual obligation: This is the primary legal basis that we intend to use for processing your data. The personal information that we collect about you is essential for us to be able to effectively carry out the services that we have agreed to deliver to you.

We have a legal obligation: Sometimes, collecting personal data is needed to meet our legal and regulatory obligations. For example, UK anti-money laundering legislation may require us to collect personal information to verify your identity.

We will obtain your consent: Special category data, such as that relating to health matters, is often required to provide our services. When this is required, we will obtain your explicit consent to collect and process this information. You may withdraw your consent at any time by notifying us at our main business address.

We have a legitimate interest: We rely on legitimate interest to retain relevant data for the purposes of assessing the appropriateness of our services, defending future complaints, and meeting our Professional Insurer's expectations.

How will we use the information about you?

We collect information about you in order to provide you with the services for which you engage us. Primarily, we use your data and data about your family's circumstances to provide advice to you, and then complete transactions on your behalf. We analyse and assess your data to maintain and develop our relationships with you. The collection of data is necessary for us to perform our contractual responsibilities to you; i.e. the provision of the advice and administration services you have requested. If you limit the information you provide to us, or decline to answer certain questions, then we may not be able to advise you, or our advice may be limited by the lack of information. We would ask for your permission to pass your data to other professional



advisers to provide advice most suited to your circumstances. E.g. local accountants, solicitors, tax advisers. With your permission we may sometimes pass your information to specialist advisers in the financial and insurance industry where we do not feel we have appropriate expertise.

Who might we share your information with?

We will not contact you (or pass your details to other companies associated with us) with details of any other similar products, promotions or for related marketing purposes.

In order to deliver our services to you effectively we may send your details to third parties such as those that we engage for professional compliance, accountancy or legal services as well as product and platform providers that we use to arrange financial products for you.

Where third parties are involved in processing your data, we'll have a contract in place with them to ensure that the nature and purpose of the processing is clear, that they are subject to a duty of confidence in processing your data and that they'll only act in accordance with our written instructions.

Where it's necessary for your personal data to be forwarded to a third party we'll use appropriate security measures to protect your personal data in transit. For example via password protection and/ or encryption of data.

To fulfil our obligations in respect of prevention of money-laundering and other financial crime we may send your details to third party agencies for identity verification purposes.

How long do we keep hold of your information?

During the course of our relationship with you we'll retain personal data which is necessary to provide services to you. We'll take all reasonable steps to keep your personal data up to date throughout our relationship.

We are also subject to regulatory requirements to retain your data for specified minimum periods. These are, generally:

- Five years for investment business
- Three years for mortgage business
- Indefinitely for pension transfers and opt-out Business
- Three years for insurance business

These are minimum periods, during which we have a legal obligation to retain your records.

We reserve the right to retain data for longer where we believe it's in our legitimate interests to do so.

You have the right to request deletion of your personal data. We'll comply with this request, subject to the restrictions of our regulatory obligations and legitimate interests as noted above.

How can I access the information you hold about me?

You have the right to request a copy of the information that we hold about you. This will normally be free of charge. You would only be charged a fee to provide further copies of the same information already provided, or if your request is unfounded, excessive or repetitive. (The fee will be based on the administrative cost of providing the information).

If you'd like a copy of some or all of your personal information please email or write to us.

When your personal data is processed by automated means you have the right to ask us to move your personal data to another organisation for their use.

Obligations

We have an obligation to ensure that your personal information is accurate and up to date.

Please ask us to correct or remove any information that you think is incorrect.

We will take reasonable steps to safeguard your personal data against it being accessed unlawfully or maliciously by a third party. We also expect you to take reasonable steps to safeguard your own privacy when transferring information to us, such as not sending confidential information over unprotected email, ensuring email attachments are password protected or encrypted and only using secure methods of postage when original documentation is being sent to us.

Cookies

We use cookies to track visitor use of the website and to compile statistical reports on website activity.

For further information visit <http://www.allaboutcookies.org/>

You can set your browser not to accept cookies and the above website tells you how to remove cookies from your browser. However, in a few cases some of our website features may not function as a result.

Other Websites

Our website contains links to other websites. This privacy policy only applies to our website so when you link to other websites you should read their own privacy policies.

What can you do if you are unhappy with how your personal data is processed?

You have a right to lodge a complaint with the supervisory authority for data protection. In the UK this is:

Information Commissioner's Office
Wycliffe House, Water Lane, Wilmslow
Cheshire, SK9 5AF

CHANGES TO OUR PRIVACY POLICY

We keep our privacy policy under regular review and we'll place any updates on the website. This privacy policy was last updated on 01/08/2024.

HOW TO CONTACT US

Please contact us if you have any questions about our privacy policy or information we hold about you in one of the following ways:

In writing: Questa Financial Services Limited, Questa House, Croft Court, Plumpton Close, Blackpool, FY4 5PR.

By email: info@questachartered.co.uk

CONSENT

SENSITIVE PERSONAL DATA

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described above we require your consent by indicating your agreement to the following statement:

I/WE CONSENT TO THE PROCESSING OF SENSITIVE PERSONAL DATA AS FAR AS IT IS NECESSARY FOR THE SERVICES I/ WE REQUIRE FROM QUESTA.

Print Name: (Client One)

Signed:

Print Name: (Client Two)

Signed:

Date:

PLEASE NOTE THAT YOU MAY WITHDRAW THIS CONSENT AT ANY TIME BY NOTIFYING US AT OUR MAIN BUSINESS ADDRESS.