



KINGSWOOD

PROTECT AND GROW YOUR WEALTH

2020

KW WEALTH PLANNING LIMITED

TERMS OF BUSINESS

This document forms part of your Client Agreement with KW Wealth Planning Limited (KW) and is designed to come into force when we receive the signed Engagement Letter from you. The provisions of these Terms of Business, together with the Engagement Letter and Services and Fees Schedule, constitute your Client Agreement with KW.

These Terms of Business, the Engagement Letter and the Services and Fees Schedule are important documents that aim to confirm the details about our services, the cost of those services and the way in which we will provide them. Please therefore ensure that you read them carefully and if you do not understand any point or have any questions in relation to the information contained, then please do not hesitate to contact us and seek further explanation.

COMPANY DETAILS

KW Wealth Planning Limited is a wholly owned subsidiary of Kingswood Holdings Limited and is authorised and regulated by the Financial Conduct Authority (FCA). FCA Number 114694.

You can check this on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

We are not authorised or qualified to give legal advice or to prepare legal documents for you.

We are able to provide general advice on taxation and the tax efficient organisation of your affairs. However, specific tax advice should be sought from a qualified Accountant.

CLIENT CLASSIFICATION

It is our intention to categorise you as a retail client from the outset and provide our services on this basis as it provides the highest level of regulatory protection for you.

Should you wish, and subject to a discussion and our agreement, you may request to be reclassified as an elective professional client. This means that you will lose certain protections under the Financial Services and Markets Act 2000 enforced by the FCA. We will not be required to adhere to all of the rules as set out by the Regulator in respect of financial promotions and your understanding of the risks associated with the transactions and services we provide. This would therefore reduce the time we spend, administration and paperwork.

METHODS OF COMMUNICATION

We will normally communicate with you and expect to receive communications from you in English. If you wish to communicate with us in another language, please contact us. In most cases, communications that you receive from us will either be presented or confirmed in writing. We may also meet with you face to face or communicate verbally with you by telephone. We request

that our clients give us instructions in writing to avoid possible disputes. Therefore, any verbal instruction you make should be confirmed in writing thereafter. Unless you advise us otherwise, we will communicate with you via the following methods of communication, Face to Face/Email/Telephone/Letter/Fax.

OUR SERVICES AND FEES

Investments - We provide a **restricted advice** service.

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

Whilst we do make our recommendations based on a comprehensive and fair analysis of the market for almost all product areas, where we assess that a DFM is suitable to your needs, our recommendation will be restricted to using the services of KW Investment Management Limited (KWIM), who are also a subsidiary of Kingswood Holdings Limited (KWH).

In some circumstances 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 will explain the implications to you.

However, we will only make a recommendation for you after we have assessed your needs. Our recommendation will only include DFM services where this type of investment service is suited to your needs.

Non-Investment Insurance - We advise on non-investment protection products (e.g. term assurance, income protection and critical illness) from a range of insurers. 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 will advise you and make a recommendation for you after we have assessed the background to your financial circumstances, including your needs. In some situations, we shall only provide you with information rather than advice – and this will be made clear to you on those occasions.

As a first step, we will meet with you to complete a Factfind containing up-to-date information of your circumstances, the level of risk you are willing and able to take and your financial planning objectives. It is therefore essential that you provide to us the information requested to enable us to deliver suitable advice to you. We may also seek information from your existing financial product providers.

Following the initial discussion, for which there is no charge, we will provide you with an Engagement Letter and Services and Fees Schedule detailing the services we will provide and the areas

of advice covered. The Engagement Letter will also include the charge we will make or, in the case of a time cost fee, an estimate of the total charge. Should you decide to go ahead we will ask you to sign the Engagement Letter to indicate your acceptance of the aforementioned fee and service to be provided.

Following completion of our recommendations, we will require payment of the agreed fee regardless of whether we arrange a product for you. On receipt of an invoice, payment will be required from you within 14 days of receipt. Settlement of our fees will be by direct invoice to you or, if you wish, facilitated by a product or service provider. The actual arrangement will depend on the agreement between us and will be stated in the Engagement Letter.

Following implementation of our recommendations, you may wish to have an annual, or a more frequent, periodic review because of changes in the economic, regulatory or tax landscape, or in your personal financial situation. The actual arrangement will depend on the agreement between us and will be stated in the Engagement Letter.

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we will 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 will issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

With regard to investments that we have arranged for you, these will not be kept under review other than as stated in the Engagement Letter, but we will advise you on other occasions at your request and subject to a formal Engagement to do so. Should you choose for us to do so, we can derive some or all of our income from providers of collective investment schemes and other investment / life products in respect of investments you have made in the past through ourselves or other advisers. Where applicable to our initial or on-going advice, we will tell you the amount of such amounts payable to us in this way in the Engagement Letter and offset it against the agreed adviser charge.

Similarly, should you choose for us to do so, we can derive some or all of our income from commission paid to us by life assurance companies in respect of pure protection products. If this is the case, we will tell you the amount of commission payable to us and offset it against the agreed charge. We will provide this detailed charging information prior to your decision to go ahead.

Certain commissions we receive during the course of the Engagement may be offset against agreed fees. Any fees not covered by the commission will be invoiced to you directly. However, where the commission is in excess of the fee it will be returned to you. Please note that such repayments may incur a tax charge.

If you buy a financial product to which you make regular payments, 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 as you still pay us through the deductions from the product. This will reduce the amount left for investment.

If, as a result of our recommendations, you take out a regular contribution product where investments are made on a monthly,

quarterly or annual basis, it may be possible to have our initial charges deducted from the product in instalments (where the provider is able to offer this facility). In such cases, our normal approach will be for the payment to be spread over a maximum of 12 months. Here's an example to show how this could work based on a £500 per month policy:

The initial charge for our service: £120.

The monthly charge over 12 months is £120 divided by 12 = £10

Each month you pay your product premium £500 but for the first 12 months your product provider pays us £10 of that £500.

For the first 12 months - £490 is invested / £10 pays our charge.

You should note that if you decide to cancel or transfer a product before the full adviser fee has been paid, or in such a way that the fee is clawed back from the provider, the outstanding fee will become payable to us by you directly.

Should further work be required outside our Client Agreement, a new Engagement Letter will be issued, so that no misunderstanding can arise.

VAT AND OTHER COSTS

Please note that there is a possibility that other costs, including taxes, could be incurred relating to transactions connected with investment business that are not paid via the firm or imposed by it.

We will tell you if you have to pay VAT in advance of any fees becoming payable. In general terms if you require advice which includes a specific product recommendation then you will not need to pay VAT whether or not you take up our advice.

If you require more general advice that does not include a specific product recommendation then VAT will be chargeable. This will also apply to fees in respect of on-going advice or services where these are not agreed as part of an initial product recommendation.

It is possible that other costs may arise including taxes related to transactions in connection with the products we recommend and which are not imposed by us.

PAYMENT OF OUR FEES (INITIAL CHARGES)

Our charges are payable on completion of our work and must be settled within 14 business days. Payment can be made either by:

1. Cheque or electronic transfer (we do not accept payments by cash).
2. Where relevant, you may pay our charges via deductions from the amount invested with a Discretionary Fund Manager (DFM), where the DFM allows this. Please note that if you choose to pay by deduction from the DFM, this will reduce the amount left for investment and may, depending on your circumstances,

have other consequences. Although you may 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 to the DFM.

3. If your investments are held on a platform (a platform is an online investment administration service) you may choose to pay our charges out of the funds held within the platform cash account (where the platform provider offers this facility).

If you select option 2 or 3 we will discuss how it works and the implications of using this payment method with you prior to putting it in place.

PAYMENT OF OUR FEES (ONGOING CHARGES)

Our charges for ongoing services will start upon the implementation of your relevant plans. Our charges are payable monthly in arrears.

Where our charges are based on a percentage of your investments, the amount of our ongoing charges may increase as the size of your fund grows.

Payment of ongoing charges can be made either by:

1. A regular fee, paid by standing order
2. By deduction from your investment(s) on a monthly, quarterly, six-monthly or annual basis, where the DFM/ platform provider is able to offer this facility

If you are paying our initial charges by instalment (only applies when you have taken out a regular contribution contract) it's important that you make payments as agreed. Where you miss a payment or cancel the contract from where the payments are coming from, we will invoice you for the relevant amounts.

Ongoing services can be cancelled at any time by simply informing us in writing but please note that we reserve the right to charge you for services provided prior to cancellation.

CLIENT MONEY

KW Wealth Planning Limited does not handle clients' money. We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice). We do not handle cash.

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 will verify your identity before undertaking any business with you. To do this 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.

CONFLICTS OF INTEREST

In the course of our dealings with you, we consider it unlikely that we will have a conflict of interest, or material interest in the transaction, other than the receipt of fees or commission described above. Where we have a conflict of interest, or a material interest, or where we are aware that one of our other customers has such an interest, we will disclose full details to you in writing or orally before we advise you about the transaction and give you the opportunity to object to this interest.

As noted above, we sometimes recommend the use of KWIM as a DFM. This company is part of KWH and we have completed significant due diligence on this company and the investment process. We confirm that KW advisers and KW as a firm receive no special benefit for recommending KWIM rather than any other investment management approach.

If we make a recommendation that is likely to involve a transaction with or through another person with whom we have an agreement to receive non-monetary benefits, we will let you know at the time of the recommendation of any such agreement and our policy regarding such agreements. At present, we have no such agreements in place.

OTHER BENEFITS WE MAY RECEIVE

From time to time we may attend training events funded and / or delivered by product providers, fund managers and platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Further details are available on request.

CANCELLATION RIGHTS

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 30 day cancellation period for a life, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies.

For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

INVESTMENT ADVICE AND 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. Any other risks associated with any product we may recommend to you will be explained within the documentation provided to you as part of the advice process.

Following the issue of these Terms of Business and Engagement Letter any subsequent advice or recommendation offered to you will be based on your stated investment objectives, acceptable level of risk 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 included in the suitability report we will issue to you to confirm our recommendation. 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.

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.

Under the terms of this Client 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 therefore not be possible to deal in the investment or obtain reliable information about its value. We may also, on occasion, advise on other financial products which are not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme (FSCS) does not apply to any of these products.

For relevant clients only, our services may also include advice on investments relating to, or executing transactions in, unregulated financial products including non-mainstream pooled investments such as unregulated collective investment schemes (UCIS). Accordingly, you should carefully consider whether such investments are suitable for you in light of your personal circumstances and the financial resources available to you.

DATA PROTECTION

The information you have provided is subject to Data Protection legislation. You consent to us or any company associated with us (such companies include, for the avoidance of doubt, compliance consultants) and any member of its group and/or companies, persons or entities of any nature whatsoever with which it is associated or allied from time to time processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

“Processing” includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for

debt collection purposes and carrying out operations on the information or data.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested. The information provided may also contain sensitive personal data for the purposes of Data Protection legislation, as to your physical or mental health or condition; the commission or alleged commission of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life; or your membership of a Trade Union.

At the end of this document you are able to indicate your consent and preferred communication method to receiving information about products and services that may be of interest to you. If you decide at any time that you no longer wish to receive such information from us, please contact us.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 020 72930760 or in writing at Kingswood Group, 13 Austin Friars, London, EC2N 2HG or GDPR@kingswood-group.com. You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purposes. Steps will be taken to ensure that the information is accurate, and we will update your records with any changes that you make us aware of. We will not keep your data for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us.

To ensure we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we'll record and may monitor your telephone communications or conversations with us.

Copies of our telephone recordings will be available on request, for a period of 7 years after the recording was made.

Full details of our Data Protection Policy and Statement are available upon request.

Please see Appendix A to this Client Agreement for further details on how we shall protect your personal information.

ORDER EXECUTION

Unless in exceptional circumstances, we will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf.

Where we arrange a life policy, pension or investment for you, the provider will produce documentation as evidence of the transaction. All investments will be registered in your name, unless you first instruct us otherwise in writing. In the case

of investments these will be arranged in line with our Order Execution Policy (see below).

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 are involved, we will normally hold each document until the series is complete and then forward them to you. We cannot retain such title documents for whatever reason including holding them as security.

ORDER EXECUTION POLICY

FCA rules require us to give you these details on our Order Execution Policy and we shall consider that you have consented to this Policy unless you object. We will notify you of any material changes to our order execution arrangements or execution policy.

If you provide us with specific instructions regarding an order we will act in accordance with those instructions. Please note this may prevent us from taking the steps set out in this Policy to obtain the best possible result in respect of the elements covered by those instructions.

The general rule is that we must take all reasonable steps to obtain, when executing orders, the best possible result for clients.

In order of priority we consider price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of an order when placing an order. We will only override the price and cost factors mentioned if this is likely to be in your interests.

In practice this means that we will place agreed orders with the agreed provider as soon as possible.

In addition, we will also take into consideration:

- Your client categorisation and how this affects you;
- The nature and characteristics of your transaction;
- Where your transaction can be directed; and
- Any specific instructions you give us, whether received on an individual basis or as a general instruction to be applied to all your transactions

BEST EXECUTION POLICY

Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we will take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.

We have a best execution policy. If you want to see a copy of it please ask us.

WHERE WE PLACE YOUR BUSINESS

The specific providers will always be described in our letters to you. When you complete your application or we receive your instruction to invest this will be considered as express consent to undertake the order.

Orders will be placed with:

- Fund managers, Insurers, WRAP providers and other product providers including firms regulated by the FCA
- Outside of a regulated market, such as specialist unregulated investments

Please note that this is not an exhaustive list but comprises those execution venues on which we place significant reliance.

COMPLAINTS

It is our intention to always provide the highest quality level of advice and service. However, if you become dissatisfied with our provision of, or the failure of us to provide a financial service and want to register a complaint, please write to us at the address given below or telephone us on the number below. Please also note that a summary of our procedures for handling complaints is available on request.

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

- **In writing:** *KW Wealth Planning Limited, 13 Austin Friars, London, EC2N 2HE*
- **By phone:** *020 72930760*

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS).

Full details of the FOS can be found on its website at:

www.financial-ombudsman.org.uk

COMPENSATION ARRANGEMENTS

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.

Most types of investment business are covered for 100% of the first £85,000 so the maximum compensation is £85,000.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

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

Unless in exceptional circumstances, we will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf.

Further information is available from the FSCS at:

www.fscs.org.uk

AMENDMENTS

It may on occasion be necessary to amend our Client Agreement with you. Unless we obtain your consent, we will give you at least fourteen days notice of our intention to make any change, before conducting investment business with or for you on the new terms, unless it is impractical in the circumstances to do so.

LEGAL

The validity, construction and performance of this Client Agreement shall be governed by English Law. Save where with reasonable foresight the breach could have been avoided, neither party shall be liable to the other for any loss or damage outside the reasonable control of both parties.

Nothing in this Client Agreement shall exclude or restrict any duty or liability we may have to you under the regulatory system. To the extent that provisions in this Client Agreement are found to be unenforceable, this Client Agreement shall take effect as if such terms had been deleted.

Any advice or opinions will be provided in writing and addressed to you. You may only rely upon them for the purposes for which they have been prepared. They may not be reproduced or distributed to any other party without our prior written consent (except that copies of our advice or opinions may be provided to your professional advisers on a need to know basis for purposes associated with the Engagement only).

It is your responsibility to provide complete and accurate information to us and insurers when you effect your policy, throughout the life of your policy, and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate. We cannot be held responsible for incorrect data held in the event of non-disclosure.

If you fail to disclose any material information to us or your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

This Client Agreement excludes any rights which may be conferred upon third parties by the Contracts (Third Party Rights) Act 1999 and is governed by and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

You shall, on demand, indemnify us and keep us indemnified from and against all liabilities, damages, losses, costs (including legal costs and the cost of realising assets or investments) or other charges incurred or suffered by us in connection with the recovery of such fees as may be due from you to us pursuant to these Terms of Business including interest on such sums, as a result of you failing to meet a demand for payment of such sums within the time period stipulated.

Neither our advice or opinions nor any of the services provided pursuant to the Engagement are intended, either expressly or by implication, to confer any benefit on any third party and our liability to any third party is expressly disclaimed.

You should note that (unless otherwise agreed by us in writing) those areas of the Engagement for which we are not responsible include the following:

- Providing legal, accounting or other specialist advice outside the scope of the Engagement;
- Reviewing (or otherwise being responsible for) the services provided by any other professional advisers retained by you; and
- Providing any other advice or service beyond the scope of the Engagement.

It is hereby understood and agreed that the onus is on you the client to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

TERMINATION

We may terminate this agreement by giving you at least one month's written notice. You may terminate this agreement at any time, without penalty, subject to any outstanding fees being paid. Notice of termination must be given in writing and will take effect one month from the date of receipt. All fees received up to this point will remain the property of the firm.

You shall not be entitled to assign or transfer the benefit of this Client Agreement.

Any notice to be given under this Client Agreement shall be in writing and shall be deemed to have been duly given if left or sent by first class post or registered post to a party at its address (being, for KW, the address shown above and, for you, your usual or last known residence or principal office), and shall be deemed to have been received by the addressee two working days following dispatch of the notice, or if by hand, simultaneously with delivery. To prove the giving of notice, it shall be sufficient to show that it was dispatched.

Ongoing services can be cancelled at any time by simply informing us in writing but please note that we reserve the right to charge you for services provided prior to cancellation.

CONSENT

This is our standard Client Agreement upon which we intend to rely. 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. This Client Agreement replaces any previous Client Agreements and understandings we have with you, and will only be modified where confirmed in writing.

I/We acknowledge that the Client Agreement will come into effect once it has been signed by all parties.

DATE ISSUED

CLIENT NAME	CLIENT SIGNATURE	DATE

CLIENT NAME	CLIENT SIGNATURE	DATE

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 on page 5 and at Appendix A of this Client Agreement 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 KW Wealth Planning Limited.

YES

NO

Please note that you may withdraw this consent at any time by notifying us at our main business address.

We may also 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. If you wish to know the names of these third parties please contact us for further information.

MARKETING

From time to time we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this we require your consent by agreeing to one or all of the options:

I / we consent to be contacted for marketing purposes by:

EMAIL

PHONE

SMS/TEXT

POST

Please note that you may withdraw this consent at any time by notifying us at our main business address.

APPENDIX A

PROTECTING YOUR PERSONAL INFORMATION

To provide our services properly we will 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. Generally this is the lawful basis 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 us to conduct our services appropriately with you and to prevent money laundering or terrorist financing.

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 will 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. 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.

We refer you to our Privacy Notice, which can be found at <https://www.kingswood-group.com/legal>. This provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.

As part of this agreement we will 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. 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.

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



Kingswood, Kingswood Group and KW Institutional are trading names of KW Wealth Planning Limited (Companies House Number: 01265376) regulated by the Financial Conduct Authority (Firm Reference Number: 114694) and KW Investment Management Limited (Companies House Number: 06931664) regulated by the Financial Conduct Authority (Firm Reference Number: 506600) with a registered office at 13 Austin Friars London EC2N 2HE. KW Investment Management Limited is also regulated in South Africa by the Financial Sector Conduct Authority (Firm Reference Number: 46775). Both companies are wholly owned subsidiaries of Kingswood Holdings Limited which is incorporated in Guernsey (registered number: 42316) and has its registered office at Regency Court, Glategny Esplanade, St Peter Port, Guernsey, GY1 1WW.