

# Terms of Business & Client Agreement

FOR GENREIC FINANCIAL PLANNING ADVICE SERVICES.



## How our service works for you

This document (the 'Agreement') explains and governs the supply of generic financial planning advice services ('Services') by The Academy of Life Planning Limited, a company registered in England and Wales with the registered number 8016568 and having a registered office at 9 Franklin Way, Spilsby, Lincolnshire PE23 5GG, UK (the "Academy", "us", "we", "our") to you (the "Client"; "you" and "your").

This Agreement is split into three parts which include:

Part 1 Our proposition;

Part 2 Our terms of business which will apply to our contractual relationship; and

Part 3 Our fees.

Upon signing and entering into this Agreement, you will be subject to the terms of business, including those obligations relating to the payment of the relevant fee.

For your benefit and protection, you should read these Parts carefully before signing and seeking legal review where you wish to do so. Please study this Agreement carefully to ensure the service is appropriate for you. You must understand how we work with clients, charge, and manage client relationships.

After you have read this document, you will need to select the service that best suits your needs.

Please do not hesitate to ask us if you have any questions regarding any element of this critical document.

## **Our Details and Important Information:**

The Academy of Life Planning Limited issues this Terms of Business & Client Agreement.

Registered in England & Wales, Registration No. 8016568.

Registered Office: 9 Franklin Way, Spilsby, Lincolnshire PE23 5GG.

Head Office Correspondence Address: 9 Franklin Way, Spilsby, Lincolnshire PE23 5GG. Information Commissioner's Office Registration as a data controller under the Data Protection (Charges and Information) Regulations 2018 Reference No. ZA502687.

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## Table of Contents

How our service works for you	1
Definitions	5
Part 1 – Our Proposition	10
1.1. Core Principles And Fundamentals Of Our Approach	10
1.1.1. Our Mission	10
1.1.2. Our Proposition	10
1.1.3. Our Values	11
1.1.4. Our Commitment	11
Four overriding principles:	11
Our standards:	11
1.1.5. Our Code of Ethics	13
1.1.6. Who We Are, And Why We Are Different	14
1.1.7. Who We Are Not	14
1.2. Why And When You Might Want Us	15
1.2.1. When To Choose Generic Financial Planning Advice	15
1.2.2. When Not To Choose Us	15
1.2.3. How We Operate	16
1.2.4. What You Will Receive	17
1.3. Service Description And Process	17
1.3.A. One-to-one Services.	17
1.3.A.1. Service Description	17
1.3.A.2. Our Process	18
1.3.A.2.1. The Discovery Meeting.	18
1.3.A.2.2. The Generic Financial Planning Advice.	19
1.3.A.2.3. Ad-hoc Services	20
1.3.B. One-to-many Services For Masterclass	21
1.3.B.1. Service Description	21
1.3.B.2. Our Process	22
1.3.B.2.1. The Masterclass.	22
1.3.C. None-to-one services For Membership.	24
1.3.B.1. Service Description	24
1.3.B.2. Our Process	25
1.3.B.2.1. The Membership	25



1.4. The Ordering Process.	26
Part 2 – Terms Of Business	27
2.1. Overview	27
2.2. Our Term Provisions	27
2.3. The Services And The Parties Respective Obligations	27
2.3.1. Provision of Services.	27
2.3.2. What We Agree To	27
2.3.3. What You Agree To	28
2.4. Client Responsibility	28
2.5. Regulated Activities	29
2.6. Methods Of Communication	29
2.7. Client Money	29
2.8. Payment For Services	29
2.9. Termination Of This Agreement	30
2.10. Termination Consequences	31
2.11. Complaints Procedure	31
2.12. Confidentiality	32
2.13. Risk Warnings	33
2.14. Anti-money Laundering	33
2.15. Conflict Of Interest	33
2.16. Best Execution	34
2.17. Data And Data Protection	34
2.18. Warranty	34
2.19. Limitation Of Liability	35
2.20. Intellectual Property Rights	36
2.21. Force Majeure	36
2.22. General	37
2.22.1. Assignment	37
2.22.2. Third-Party Rights	37
2.22.3. Waiver	37
2.22.4. Severability	37
2.22.5. Entire Agreement	
2.22.6. No Partnership	37
2.22.7. Counterparts	38



2.22.8. Law And Jurisdiction	38
Part 3 – Service Level And Fee Agreement	39
3.1. Fees	39
3.2. Fee Agreement	39
3.3. VAT	40
3.4. Fee Schedule	40
3.6. Planned Fee Reviews	42
3.7. Cancellation	42
3.8. Agreement, Consent & Confirmation	42



## **Definitions**

A Generic Financial Planning Adviser (GFPA) is a highly trained professional in providing financial coaching, guidance, education, and general advice (including financial planning) on a fixed fee basis. It is important to note that a GFPA does not engage in Financial Conduct Authority (FCA) "Regulated Activities" or provide Personalised Recommendations on buying or selling specific investments. Such Personalised Recommendations are based on a client's financial objectives and circumstances and can only be provided by an FCA "Regulated Financial Adviser".

A GFPA can be an excellent resource for clients who utilise Direct-to-Consumer (D2C) Platforms for their Financial Assets or with Non-financial Assets. Regulated Financial Advisers do not always provide financial Planning. Financial Planning is not a FCA regulated activity unless it is given in the course of or in preparation for an FCA-regulated activity or is given by a firm before that firm conducts an FCA-regulated activity. As such, GFPAs do not require FCA registration. The conduct of Regulated Financial Advisers and Distributors of Regulated Financial Products is what the FCA must regulate to ensure that clients receive quality financial advice.

GFPAs work to high standards and consistently operate in the best interests of their clients. They provide guidance and financial coaching to help clients make informed financial decisions. Clients who choose to use a GFPA should understand that while they will receive valuable planning and general advice, they are ultimately responsible for their decisions regarding the buying and selling of regulated financial products. GFPAs may refer clients to publicly available surveys to assist them in making more informed financial decisions. Additionally, GFPAs may refer clients to Regulated Investment Advisers in general, but not to a particular Regulated Investment Adviser.

Ad valorem (percentage-based) fees are fees for financial assets under a management charging basis. The regulated financial adviser, or intermediary, charges a percentage of your financial assets that they advise on or manage. Percentage-based fees vary, based on the value of the products, services, or property on which they are levied. Where fees are percentage-based, a transaction bias is created. The more assets they take under management, the more they are paid. Transaction bias is avoided if the fee is flat, retainer, or hourly based, such as those fees charged by GFAPs.

"Asset" are what you own and holds economic value and/or future benefit. Asset strategies to achieve your financial life goals may involve the creating, maintaining, exchanging, buying, or selling of assets. Assets can be tangible and intangible.

"Commoditisation" is a process in which a product or a service becomes so common that the consumers cannot differentiate between the different brands offering the product or the service. The critical effect of commodification is that it reduces the pricing power of the producer: if products become more alike from a buyer's point of view, they will tend to buy the cheapest. It is a generally accepted view that the retail investment market is commoditised.

"Direct to Consumer" (D2C or DTC) is an e-commerce business model where products or services are sold directly to end customers without third-party retailers or wholesalers. It is relatively straightforward and familiar for a retail investor to buy or sell low-cost, well-diversified retail investments from direct providers. This access is made more accessible using general information, financial information, financial guidance, and financial planning. For the overwhelming majority of retail investors, third-party retailers or wholesalers can be an unnecessary additional expense in the retail investment market that is easily avoided.



"The overwhelming majority of retail investors are best served by readily understood, well-diversified and low-cost investments which are already available from a range of providers." — Christopher Woolard, CEO FCA Sep 2020.

**"Financial Advice"** is a one-to-one service where a regulated Financial Adviser recommends a particular investment based on the consumers' circumstances and goals. Firms often use 'advice' to describe a 'personal recommendation of what you should do'. For example, a recommendation to buy or sell a particular investment. The recommendation is personal to you. It is given on a one-to-one basis. It will be based on your specific circumstances and your financial objectives. It must be suitable advice. Only a firm that the FCA authorises can provide this kind of advice.

"Financial Adviser" is a person whose job is to provide personalised financial advice and recommendations to you about particular Regulated Financial Products on a one-to-one basis. Advice and intermediation are not the same things. Most financial advisers are also financial intermediaries. Most financial intermediaries are also financial advisers. A financial adviser may not be an intermediary (non-sales financial adviser), and vice-versa (non-advice distributor or agent). A non-sales financial adviser would give you FCA-regulated advice but then ask you to buy or sell your own financial products. Financial Advice is a Regulated Activity. Only a firm that the FCA authorises can give advice, recommendation, or an opinion, on buying or selling specific regulated financial products to retail investors.

**"Financial Assets"** are positive cash bank balances, savings, or financial products, such as shares, bonds, funds, some types of insurance, and personal pensions. Regulated investments are a subset of Financial Assets.

"Financial Coaching" involves regular one-on-one sessions between a coach and a client, focusing on improving the client's financial performance and achieving mutually set goals, usually related to financial security. Coaching focuses mainly on mindset, behaviours, and building financial literacy, with coaches providing encouragement and monitoring rather than advice. Unlike counselling, financial coaching is not led by experts but is primarily driven by the client. The process is designed to help clients remove their emotional baggage around money and make better-informed financial decisions. Financial coaches typically charge a flat fee per session or month; this service is not an FCA-Regulated Activity.

"Financial Guidance" is a much broader term than 'advice' and includes more general information about financial products. It can include information about different types of investments or general principles for you to consider when investing. It will not recommend a specific course of action to you or give a personal recommendation about how you should invest. Guidance can help you understand the different investment options before you decide how to invest your money. Some people use it to narrow down their options before seeking advice. Guidance can be given to groups of people, as there is no personal recommendation. Any firm or individual can provide financial guidance to retail investors.

**"Financial Intermediary"** (or distributor) is the middle person between you and the financial services industry firm. Financial Intermediation is an FCA-Regulated Activity. Only a firm that the FCA authorises can distribute regulated financial products to retail investors.

"Financial Planning" is the process of taking a comprehensive look at your financial situation and building a specific financial plan to reach your goals.



**A "Financial Plan"** is a document containing a person's current money situation and short-term and long-term monetary goals, and strategies to achieve those goals.

**A "Financial Planner"** will produce a financial plan for you. Any firm or individual can provide financial plans to retail investors.

"Financial Product" is an instrument in which a person can either: make a financial investment (for example, a share); borrow money (for example, credit cards, loans, or bonds); or save money (for example, term deposits). Not all Financial Products are FCA-regulated products.

"Financial services industry firm" includes any entity or individual that offers any financial service or product to consumers or other businesses, e.g., securities broker or dealer, investment adviser, asset manager, investment company, banking institution, savings institution, trust company, mortgage bank, credit union, savings and loan association, insurance broker or dealer or agent, real estate broker or agent, commodities broker or dealer or agent.

**Fixed-fee (or fee-only)** financial advice refers to a compensation model where the financial adviser's sole income is derived from the fees paid by the client. This approach avoids additional compensation in the form of commissions or incentives from product providers. By adopting this structure, the adviser's interests are aligned with the clients, and potential conflicts of interest arising from sales-based compensation or commissions are minimised. The fees charged for this type of advice can be structured in various ways, such as an hourly rate, a percentage of assets under management, a flat initial one-off charge, a flat fee per session or multiple sessions, or a simple monthly retainer. It's important to consider how the fee structure may impact the overall outcome. Although fixed fees reduce the influence of transaction bias, it's worth noting that in some cases, these fees can still be contingent upon a product sale. Therefore, complete elimination of transaction bias may not be guaranteed.

"General (or Generic) Advice" is a term the FCA uses to refer to advice rather than mere information. However, it is not regulated because, although it relates to investments, it is not about the merits of buying or selling a particular investment. If a client is advised to buy shares in the oil sector or shares with exposure to a particular country, this would be deemed generic advice because it does not relate to a specific investment and is therefore not regulated. Likewise, providing advice on buying shares rather than debt would be considered generic and unregulated. General advice can be given to groups of people, as there is no personal recommendation. General advice about financial planning is also not a Regulated Activity. Any firm or individual can provide general advice to retail investors.

"Information" is the knowledge you get about someone or something: facts or details about a subject. Providing information is presenting data in a meaningful way to the recipient. Data must be processed and organised to turn data into information.

"Intangible assets" are non-physical assets that do not have physical substance but represent value to their owner. Examples of intangible assets include goodwill, brand names and trademarks, copyrights, patents and intellectual property, software, customer lists and relationships, non-compete agreements, franchise agreements, licenses and permits, research and development, marketing and advertising, domain names and website content, trade secrets, human capital including employee skills and knowledge, and contracts such as service agreements or lease agreements. Intangible assets are typically not reflected on a company's balance sheet at their total value but are reported at their historical cost or fair market value.



"Intellectual Property Rights" (IP) means patents, rights to inventions, copyright and neighbouring and related rights, trademarks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, design rights, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other similar or equivalent rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will exist now or in the future in any part of the world.

**A "Life Plan"** is a document containing a person's current life situation and short-term and long-term life goals, as well as the strategies to achieve those goals.

**A "Life Planner"** will produce your life plan for you. Any firm or individual can provide life plans to retail investors.

"Life Planning" is the process of producing a life plan. It is taking a comprehensive look at your situation and building a specific life plan to reach your goals.

"Plan" is typically any diagram or list of steps with details of timing and resources used to achieve an objective to do something. It is commonly understood as a progressive set of intended actions through which one expects to achieve a goal.

"Planning" is the process of producing the plan. It is the process of deciding in detail how to do something before you start to do it. It involves deciding beforehand what is to be done, when it is to be done, how it is to be done and who will do it.

"Provision of Financial Information" includes giving facts about the performance of investments, the terms and conditions of investment contracts, the price of investments, or a comparison of the benefits and risks of one investment compared to another. The information does not involve regulated advice if the investor is left to exercise their own opinion on the action to take. However, the circumstances in which information is provided can make it regulated advice. For example, if the information is provided on a selected rather than balanced basis so that it influences or persuades, the FCA said this might be regulated advice. If, for instance, share price information is given in circumstances that suggest that the firm is communicating that it is an excellent time to sell, then what appears to be the provision of information may be financial advice. Financial Information can be given to groups of people, as there is no personal recommendation. The provision of Financial Information is not a Regulated Activity unless it is provided to promote an FCA-Regulated Activity. Any firm or individual can provide financial information to retail investors.

"Regulated Activities" are activities specified by the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (RAO).

"Regulated Financial Products" in the UK are financial products regulated by the FCA. You can buy or sell your regulated financial products with providers directly.

"Related party" means a business colleague or family member with whom we share income or economic benefits. A related party may include, but is not limited to, a business partner or an officer



or Director of our business, a spouse, parent, dependent minor child, an adult child still residing in the home, or another dependent.

"Subscription fee" is a flat, fixed monthly retainer fee, like a gym membership or video streaming service.

"Tangible assets" include property, pensions, financial, business, and physical assets.

"Unregulated financial products" are financial products that do not fall under the regulatory oversight of the FCA. These products are not subject to the same level of regulation and consumer protection as those offered by authorised firms under the FCA's supervision. It is important to note that unregulated financial products are generally considered unsuitable for retail investors. They are primarily designed for institutional investors or sophisticated private investors who have a higher level of knowledge, experience, and risk tolerance. The FCA has rules in place to prohibit the sale of unregulated financial products to retail investors to protect their interests and ensure they have access to appropriate investment options.

"Value Add" refers to the tangible and intangible benefits that a financial planner, adviser, or intermediary provides in relation to the fee they charge. The essence of financial planning lies in its capacity to deliver substantial advantages to clients. Financial Planners streamline the complexities of financial jargon, saving clients time and providing them with clear, understandable insights. They guide clients in setting and validating financial targets that align with their real-life objectives. Furthermore, they play a crucial role in navigating clients' emotional responses to financial matters, optimising tax savings, mitigating unnecessary charges and risks, and safeguarding them from scams and behavioural biases that could negatively impact investment choices.

It's crucial to distinguish the value-add in financial planning services from the value of financial advice or intermediation. While some financial advisers or intermediaries may assert their ability to outperform the market, empirical evidence suggests this is improbable. Financial advisers who charge based on product volume may have inherent biases in their suggestions. Clients are more likely to benefit from generic financial planning advisers who charge a fixed fee, retainer, or hourly rate, as they can offer impartial advice and support tailored to individual needs. By centring their services around financial planning, generic advisers can deliver genuine value and benefits to their clients, empowering them to effectively manage their wealth and achieve their financial objectives.



## Part 1 – Our Proposition.

# 1.1. Core Principles And Fundamentals Of Our Approach

#### 1.1.1. Our Mission

To provide generic financial planning advice to our clients to help them live their best lives and leave lasting legacies.

## 1.1.2. Our Proposition

We offer comprehensive financial planning advice services (Services) that can be tailored to your needs. Our Services are available through three different approaches: One-to-one (handled on your behalf/ done-for-you), One-to-many (collaboratively guided/ done-with-you), or None-to-one (self-directed/ done-by-you). We call these approaches our Value Ladder. You have the flexibility to move up or down the value ladder based on your preferences and requirements at any given time. We provide these services:

- 1.1.2.1. To individuals and coupls, face-to-face or online via video meetings and physically supplied services. One-to-one, or one-to-couples ('One-to-one'). This service includes:
  - i. Generic financial planning advice, where the content is delivered to individuals or couples by a planner over the internet or an electronic network (in other words, using a remote link).
  - ii. Services of planners who advise clients through email.
  - iii. Supplies of physical reports or documents.
  - iv. PDF documents manually emailed by a planner.
  - v. Individually commissioned content sent in digital form, for example, recordings of meetings, meeting notes, personalised reports, or documents.
- 1.1.2.2. To groups, in person, or via online hosted video meetings and webinars. One-to-many ('One-to-many'). This service includes:
  - i. Live webinar.
  - ii. Educational or professional courses, where the content is delivered to groups by a planner over the internet or an electronic network (in other words, using a remote link).
  - iii. Online course consisting of pre-recorded videos, downloadable PDFs, and support from a live tutor.

Or

- 1.1.2.3. E-services are electronically supplied. None-to-one ('None-to-one'). This service includes:
  - i. Online course consisting of pre-recorded videos and downloadable PDFs.
  - ii. Link to online content or download sent by automated email.



iii. Supplies of images or text, such as e-books and other digitised documents, for example, PDF documents, automatically emailed by a planner's system. And PDF documents are automatically downloaded from a site.

iv. E-services which are electronically supplied, for example, are automatically delivered over the internet, or an electronic network, where there's minimal or no human intervention. This service can be either:

Where the sale of the digital content is entirely automatic, for example, a consumer clicks the Buy Now button on a website and either the:

Content downloads onto the consumer's device.

The consumer gets an automated email containing the content.

The sale of digital content is essentially automatic, and the small amount of manual process involved does not change the nature of the supply from an e-service.

#### 1.1.3. Our Values

We live by three important values:

- 1.1.3.1. To be the beacon for generic financial planning advice for individuals and their families.
- 1.1.3.2. To champion generic financial planning advice delivered in the public interest.
- 1.1.3.3. To be the standard bearer for the emerging profession of generic financial planning advice.

#### 1.1.4. Our Commitment

We pay due regard to the interests of our customers and treat them fairly. Additionally, we take all reasonable steps to avoid causing foreseeable harm to customers, take all reasonable steps to enable customers to pursue their financial objectives, and act in good faith.

We believe that fair treatment of customers is about placing our client's best interests first and delivering a fair outcome to our clients whilst offering a first-class service. Fair treatment and our additional obligations is embedded in our culture, and our clients can be assured that we are proud to commit to the following.

## Four overriding principles:

- 1.1.4.1. We are open about how we carry out our business and are remunerated.
- 1.1.4.2. We welcome customer feedback regularly.
- 1.1.4.3. We encourage our staff to continue with their professional development.
- 1.1.4.4. Our business is about our clients; we are always conscious of this.

In addition, we meet the following standards and continue to abide by such standards.

## Our standards:

1.1.4.5. **We are fixed fee:** We are compensated solely by the client with an initial one-off fixed fee with an optional fixed monthly subscription. Neither we nor any 'related party' (see definitions) receive compensation that is ad valorem relating to, or contingent on the purchase or sale of, a



Financial Product. We do not receive commissions, rebates, awards, finder's fees, bonuses, or other forms of compensation from others due to a client's implementation of our plans.

- 1.1.4.6. We prohibit particular ownership interests and employment relationships: We, or a party related to us, do not own any interest in or are employed by a 'financial services industry firm' (see definitions) that receives commissions, rebates, awards, or any form of compensation that is contingent on the purchase or sale of a Financial Product.
- 1.1.4.7. **We comply with industry regulations:** We agree to comply with all statutes, rules, regulations, administrative and judicial rulings, and other authorities applicable to providing financial planning or advisory-related services.
- 1.1.4.8. We promptly notify our clients of certain disciplinary and legal events: We have a continuing obligation to inform our clients promptly and in writing of significant disciplinary and legal events. These events include, but are not limited to, the following:

Any disciplinary inquiry or proceeding initiated by any civil or criminal authority or regulatory body, including any inquiry, or proceeding relating to the firm with which we are associated.

Any disciplinary inquiry or proceeding initiated by a credentialing or membership organisation or authority to which we are subject; and

Any bankruptcy, receivership, or other types of assignment or arrangement for the benefit or protection of our creditors or concerning any entity in which we hold an interest of 5% or more.

We look at all areas of our business regularly to ensure that:

- 1.1.4.9. Clients can be confident that they are dealing with a firm where the fair treatment of clients and our additional consumer duties are central to its culture.
- 1.1.4.10. We will behave with responsibility and integrity in all aspects of our professional lives, always act in good faith and be courteous and honest.
- 1.1.4.11. We conduct our professional activities with due skill, care, diligence, and competence.
- 1.1.4.12. We consider the information needs of our clients and communicate in a clear, fair, not misleading way, understandable, effective, and constructive.
- 1.1.4.13. We provide Services that solve problems and do not revolve around selling or implementing a financial product. We, or any party in which we have a financial interest, do not accept any referral fees or compensation contingent upon purchasing or selling a financial product. We, or any party in which I have a financial interest, do not receive a fee or other compensation from another party based on the referral of a client or the client's business.
- 1.1.4.14. We provide a fixed fee-based service that deserves to be paid for by our client, regardless of whether our client chooses to implement a financial product.
- 1.1.4.15. We convey accurate and relevant information; we keep clients informed before, during and after the purchase of Services.



- 1.1.4.16. Where Services are provided, we take time to consider our client's situation, goals and aspirations and ensure that our Services are suitable, appropriate, and compliant with rules and regulations in relevant territories.
- 1.1.4.17. We meet our client's expectations, providing them with a level of service of an acceptable standard.
- 1.1.4.18. We will ensure that our clients can make complaints without undue barriers.
- 1.1.4.19. We safeguard client confidentiality, subject to conflicting regulatory and legal obligations. We observe proper standards of market conduct, comply with relevant rules and regulations, and observe standards of good professional practice.
- 1.1.4.20. We are sensitive to, proactively disclose and reasonably manage all conflicts of interest; between ourselves and our clients and between a customer and another client. We always put the interests of our clients before our own. We shall provide written disclosure to our clients before and after the engagement of any conflicts of interest that may or reasonably compromise our impartiality or independence.

In summary, the profession of a generic financial planning advisers requires practitioners to be open, honest, responsive, accountable, impartial, independent, and committed to acting competently, responsibly, reliably, and reasonably in all professional relationships.

## 1.1.5. Our Code of Ethics

- **1.1.5.1. Objectivity:** We strive to be as unbiased as possible in providing our Services to our clients, and we practice on a fixed fee-only basis, comprising of an initial one-off fee, an hourly fee, and a subscription fee.
- **1.1.5.2. Confidentiality:** We shall keep all client data private unless authorisation is received from the client to share it or we are required to share it to comply with relevant rules and regulations. We shall treat all documents carefully and take care when disposing of them. Relations with clients shall be kept private.
- **1.1.5.3. Competence:** We shall strive to maintain a high level of knowledge and ability. We shall undertake continuing education. We shall not provide advice in areas we are not capable or authorised.
- **1.1.5.4. Fairness & Suitability:** Dealings and recommendations with clients will always be in the client's best interests. We put our clients first.
- **1.1.5.5. Integrity & Honesty**: We will always endeavour to take the high road and be mindful of the potential for misunderstanding that can accrue in everyday human interactions. We will diligently keep actions and reactions above board so that a thinking client or another professional will not doubt our intentions. In all actions, we are mindful that in addition to serving our clients, we are about building a generic financial planning advice profession, and our actions reflect this.
- **1.1.5.6. Regulatory Compliance:** We will strive to maintain conformity with legal regulations.
- **1.1.5.7. Full Disclosure:** We shall fully describe our compensation method and potential conflicts of interest to clients.



**1.1.5.8. Professionalism:** We shall always professionally conduct ourselves. This commitment involves integrity, fair treatment of clients, and treating people with respect. It's all part of our mission.

## 1.1.6. Who We Are, And Why We Are Different

We represent a diverse group of individual clients and specialise in offering generic financial planning advice. Our Services are tailored to address your specific financial planning requirements and unique circumstances. Our primary objective is to empower our clients to effectively manage their finances. We firmly believe that with the right assistance, most individuals can successfully plan their financial future. This assistance includes general advice, financial education, and the utilisation of financial technology. In situations where clients experience significant life changes or financial stress, we offer personalised one-on-one financial planning support.

## 1.1.7. Who We Are Not

We want to clarify our position as a financial planning service provider. We do not provide financial planning with a view to intermediation. We do not act as financial advisers or intermediaries or perform regulated activities or introduce personal clients to specific regulated individuals.

It is important to note that we do not advise on any particular investment. Any financial planning guidance we provide is generic advice and is not given in the course of or in preparation for a Regulated Activity.

Our Services are designed to be stand-alone, and we maintain a clear distinction between financial planning and financial advice relating to a particular investment. Financial planning falls under the category of generic advice, which is regulated by general consumer laws in the UK, such as the Consumer Protection from Unfair Trading Regulations 2008 and the Consumer Protection (Amendment) Regulations 2014. The regulatory oversight for financial planning lies with the Competition and Markets Authority unless it is provided during or in preparation for a regulated activity conducted by a firm.

We do not offer or carry out Regulated Activities; therefore, we are not required to be authorised or regulated by the FCA. We do not provide financial services, investments, or consumer credit. We are not a bank, credit union, insurance firm, consumer credit firm, investment firm, benchmark administrator, payment service or e-money firm, or an "automated" advice and guidance model provider.

We do not offer personalised advice or recommendations concerning buying or selling particular investments. We do not arrange or bring about deals, make arrangements with a view to a transaction, or cause dematerialised instructions relating to any investment business, nor do we advise borrowers about the liquidation of debt.

It is important to note that while providing advice on certain specific financial products, such as investments, is considered a Regulated Activity; the FCA confirms in section 8.26.2G of their Perimeter Guidance Manual that giving generic advice is not a Regulated Activity and financial planning is an example of this.



We are committed to providing Services that are genuinely independent of financial service industry firms; that is, we are not a product provider and do not hold agency agreements with any product providers. We sell plans, not products.

# 1.2. Why And When You Might Want Us

This section covers why and when a potential client might want generic financial planning advice, including an introduction to how we operate.

## 1.2.1. When To Choose Generic Financial Planning Advice

At our company, we take pride in helping our clients achieve their goals for a longer, better life. Our clients are eager to improve their own lives and the lives of their families by creating sound financial plans to support their aspirations. We work with our clients to develop a customised plan that charts a course from where they are now to where they want to be, focusing on achieving their favourite future. This approach requires thoughtful and careful planning.

Our clients typically set goals to make their lives happier over a short time horizon, such as a year or a few years, and wish to explore the potential impact of various changes on their immediate and long-term finances before taking action. We provide a life plan detailing their goals and actions and a financial plan outlining the means required under various scenarios. We call this financial outcome a "what if" scenario. Our clients ask us to explore several "what if" scenarios so they can select the one that best suits them.

If clients have insufficient means to achieve their goals, we outline a plan to create wealth and fill the gap. Our wealth creation strategies are built on three principles: identifying productive assets, leveraging entrepreneurial opportunities, and creating sustainable livelihoods.

Our planning approach differs from traditional coaching, advising, or intermediation. We focus on how our clients can earn more money rather than just saving money they have already made.

Once we have agreed on a favourite future, we assist our clients in executing their plans. We call this combined plan the GAME Plan, which stands for Goals, Actions, Means, and Execution.

#### 1.2.2. When Not To Choose Us

Understanding when generic financial planning advice may not suit your needs is essential. Our services are not designed for clients who are satisfied with their current life situation and are only interested in discussing financial matters.

For those clients who solely wish to discuss financial matters, we suggest seeking guidance from a financial coach, financial adviser, or financial intermediary. These professionals specialise in conversations centred solely on money.

If, on the other hand, you seek to improve your life and have questions regarding the sufficiency of your finances, financial planning may benefit you. We can help you to understand how your finances can help you achieve your goals by providing generic advice, guidance, financial tools, and information.



Based on data from the Office For National Statistics, the majority of wealth in the UK is typically allocated to bank accounts, savings accounts, property, occupational pensions, business assets, and physical assets. In contrast, a small portion, accounting for only five percent, is invested in retail investment vehicles like stocks and shares ISAs and General Investment Accounts. If you require guidance on specific products within this five percent category of retail investments, we strongly advise seeking advice from a regulated financial adviser. However, our expertise lies in providing general advice pertaining to overall wealth management.

We can explain the terms and conditions of retail investments, help you compare the benefits and risks of different investments, and discuss investments generally. Presenting the range of alternative options in a neutral way should not involve regulated advice. We do not highlight any particular option or pressure the customer into any course of action. We do not provide opinions on a particular investment or make recommendations regarding buying or selling a specific investment. Such recommendations should be sought from a regulated financial adviser.

We are well-equipped to offer valuable financial education, guide you towards publicly available surveys, and help you navigate and utilise a direct-to-consumer (D2C) platform with confidence. If your investment strategy deviates from that of the average retail investor, we will ensure that you are properly informed about the distinctions and implications.

In addition to these services, we provide added value by saving you time, simplifying complex financial jargon, validating your financial targets, providing expert explanations, helping you stay on track with your goals, removing emotional pain and fear about financial decisions, assisting with managing emotional baggage around money, saving you tax, minimising unnecessary charges, avoiding scams, and mitigating common behavioural biases when investing.

In summary, we offer various financial planning services designed to add value to your life and help you achieve your financial goals.

## 1.2.3. How We Operate

The generic financial planning advice process we use is called the Game Plan.

## "What's the G.A.M.E. Plan?"

The Game Plan process aims to set the following:

**G**oals: Discover and clarify meaningful life goals for you and your family.

Actions: Set an action plan to overcome obstacles to your goals.

Means: Design the non-financial and financial architecture for you to achieve your goals.

**E**xecution: Coach you through action to implement your solution.

Our plans revolve around a straightforward lifetime financial forecast app we call HapNav – The Happiness Navigator - to help visualise your strategy.



## 1.2.4. What You Will Receive

We understand that clients often seek our guidance when facing a significant life crossroad and needing to choose a new life path. They turn to us as an expert in financial planning to provide a second opinion, helping them create the best "what if" scenario and a clear roadmap for achieving their desired future. Through coaching and support, we help our clients successfully execute their plans.

We work with clients seeking various life changes, including life makeovers, career changes, business ventures, better work-life balance, retirement planning, or any other significant life event. Our approach is to identify the most purposeful path forward that combines a client's unique skills and interests with the world's needs and a viable financial plan. Through this process, our clients can achieve greater wealth, health, and happiness, improving their overall quality of life.

By choosing our services, clients can benefit from our expert guidance and support as we help them navigate the complexities of life planning and financial management. With a clear purpose and plan, our clients can achieve their goals and create a more fulfilling and satisfying life.

# 1.3. Service Description And Process

## 1.3.A. One-to-one Services.

#### 1.3.A.1. Service Description

Our most comprehensive Generic Financial Planning Advice service is online One-to-one intensive coaching with your Game Plan practitioner for three months to create a holistic wealth plan.

The Game Plan is the optimal strategy, or "What if" scenario, to provide your best life within your means. What we mean by means are the resources you have at your disposal, financial and non-financial, either now or in future after planning.

With the One-to-one service, we meet regularly online through video meetings. We follow a set format of questions and answers supported by workbooks and exercises. You have the option of having the meetings recorded. With very few exceptions, you receive comprehensive notes on all meetings. Extracts from these meeting notes are pulled together to form the Game Plan report.

In addition, you will have access to HapNav – The Happiness Navigator. This wealth tech application models the lifetime cash flow of your various what-if scenarios. We will request to take screenshots to complete your final report.

We aim to provide all our clients with 'The Game Plan' for a better life.

This aim is achieved by fully understanding your goals, means, and identified needs. This approach enables us to provide various "What if" scenarios for your best life and leave a lasting legacy within your means for you to choose your favourite future.

We will thoroughly assess your life goals, life needs, life resources, financial goals, and financial needs. The resulting plan for your favourite future will be documented in the Game Plan report.

We provide general advice and guidance on everything you need to know about your financial plan. We provide information on types of resources, for example, on Products. We do not provide recommendations or opinions on specific products or providers. That's your decision.



Finally, you will have written confirmation in The Game Plan report of the basis of our reason for designing the non-financial and financial architecture to support the preferred life goals for you and your family. Your stated objectives will be reiterated in the report, together with actions to overcome obstacles, strategies for creating wealth where relevant, snapshots of your HapNav whatif scenarios, a document which we will issue to you following our planning, along with details of any unique risks associated with the strategy.

We will issue any documentation and other communication to you in English (unless agreed otherwise).

#### 1.3.A.2. Our Process

At the outset, we will offer One-to-one clients a choice of one of these services as appropriate:

- 1. **Discovery Meeting:** Online via video-link one-hour taster session.
- 2. **The Generic Financial Planning Advice:** We offer the Game Plan over six or more two-hour sessions to deliver fast, high-quality results. This input is followed by three further Quarterly One-to-one, one-hour execution sessions. For the remainder of the year, access to our HapNav personal wealth application, access to our MoneyFitt Financia Education Library, and other financial apps as we consider appropriate, and unlimited e-mail access to our highly skilled team of professionals.
- 3. **Ad hoc service:** One-off piece of work with a price calculated from our hourly rate and the length of time we expect it will take for us to complete the work.

Hours for booking One-to-one meetings are Monday to Thursday from 10 am to 12 noon or 2 pm to 4 pm or Friday from 10 am to 12 noon (except public holidays).

Please note that any Game plan we have arranged for you will only be kept under review as part of an agreed ongoing Membership (see 1.3.C), agreed with you and confirmed in Part III of this agreement.

## 1.3.A.2.1. The Discovery Meeting.

Our Discovery Meeting is an initial consultation online via video-link as a taster session.

The primary focus of the discovery meeting is getting to know you, your story, values, needs and goals. We will explain how we can support you and discuss our costs and services, initially and throughout our relationship with you. We will give you a flavour of what we do, and we can decide we are right for each other.

After the meeting, we will ask you to sign this agreement. Once you have signed and confirmed your desire to proceed, we will continue the service level you choose as appropriate.

There is a charge for our Discovery Meeting detailed in Part III of this Agreement. Following our Discovery Meeting, should you decide to proceed, there is a further cost for additional services.

If you should cancel or fail to attend the discovery meeting, your fee is non-refundable. If for any reason, we cancel or fail to attend the meeting, your fee will be fully refunded.



Where you elect for any of the Services, we may contact you in the future through an unsolicited promotion (by telephone, email, or post) should we wish to discuss the relative merits of a particular Service which we feel may be of interest to you.

Remember that always our reputation is important to us; therefore, client satisfaction is vital, and the fair treatment of customers, and our additional consumer duties, is implicit in our dealings.

## 1.3.A.2.2. The Generic Financial Planning Advice.

The Generic Financial Planning Advice is an initial service for which you will be charged a one-off fixed fee.

#### The Service includes:

- Discuss what your aims and plans are for the future. Agree on a favourite future scenario to create a lifetime liability forecast.
- Create a plan of action to overcome obstacles.
- Completion of HapNav the Happiness Navigator (see the document titled 'HAPNAV Software
   End User License Agreement and Terms of Service' available from <a href="www.hapnav.com">www.hapnav.com</a>),
   looking at current assets and liabilities, and incomes and expenditures, as well as expected
   changes in the future. The fees quoted in Part III include a complimentary twelve-month
   User Subscription to HapNav.
- Provide access to our comprehensive MoneyFitt financial education library and generic advice and guidance about Investments, Investment Risk, Capacity for Loss, Pensions, Protection, General Insurance, and other Products.
- Conduct a detailed analysis of your current finances.
- Create a financial scenario report of your current situation this will determine whether you have enough money to achieve your objectives.
- Create further financial scenario reports which involves putting various options or "what-if" scenarios in place to determine whether you have enough money to achieve new objectives.
- We will help you produce a business plan if a business asset is required.
- We will complete the Game Plan and assist with its execution through personal coaching.
- At least six 120-minute video conferencing sessions, real-time messaging, and content sharing, are typically held over three months. Followed by a further three one-hour execution coaching sessions.
- Unlimited availability to contact us if problems arise for the first twelve months.

The GAME Plan is delivered in four parts over six two-hour meetings (estimated total meeting times):

## Goals (4 hours)



We expand on the discussions we have had in the Discovery Meeting. Then, we will spend the rest of the meetings discussing your goals and priorities. There will be more questions about your values, gifts, the people important to you, and what you want to achieve. The output is a statement of your goals; we call this your Purpose Statement.

## Actions (2 hours)

We explore obstacles that prevent you from achieving your goals and produce a plan of action together. The output is an action plan.

## Means (4 hours)

We will spend part of the meeting clarifying your current financial position: what you earn, what you spend, what you own and what you owe.

We will ask you to input the information into HapNav – The Happiness Navigator, detailed financial modelling software.

We will ask you to input your goals under "what if" scenarios.

We will produce some initial ideas on enhancing and optimising your financial position. We will help you to create financial assets where necessary. We will then discuss your options and preferences.

The output is a financial plan; if we need to create financial wealth, it will include a business plan.

## Execution (2 hours)

We will review your finalised Game Plan. And begin coaching you on its execution for the best chance of success.

The timeline for the life change is typically a year to a few years. When we show you the effect of the life change on later life finances, we may give you generic advice and financial education on Products.

Suppose at this stage you need specific Products. In that case, you can either choose to buy these yourself from D2C platforms or approach a regulated financial adviser who is regulated and registered with the FCA to provide specific product recommendations.

In addition, we will always be working behind the scenes and dealing with any queries you may have.

#### 1.3.A.2.3. Ad-hoc Services

Any additional future work carried out will be charged to you as and when requested, in line with our applicable charges.

We will always tell you exactly how much you will pay before you agree to proceed with our services.

The agreed fee may be paid by invoice, online, phone, or video meeting. Your payment options include the following:



A set fee for a piece of work based on our hourly rate and an estimate of the minimum length of time we think the task will take. If we exceed the estimated time taken, we do so at our own expense,

or

An hourly rate.

Under certain circumstances, it may be appropriate to charge a fee commensurate with the time to complete the work under our current hourly rate.

The extent and nature of the work necessary will differ based on individual circumstances and specific requirements. To ensure transparency, we will establish and mutually agree upon the estimated number of hours needed before initiating the project.

We will contact you proactively if we believe we have a good reason. For example, we believe that the existing plan has become unsuitable.

## 1.3.B. One-to-many Services For Masterclass.

#### 1.3.B.1. Service Description

Twelve hours of meetings to deliver the Game Plan in a small group session (no more than twelve people) with other members who you get to know. Masterclass is online One-to-many coaching for three months facilitated by a Game Plan practitioner to create wealth in every area of your life.

You follow the same Game Plan programme as Generic Financial Planning Advice but as part of a small group. You will be expected to share your hopes and aspirations with the group (so this may not be suitable for everyone), although your finances are on HapNav – which is private to you and does not need to be shared with the group members or facilitator.

With the one-to-many service, we meet online through video meetings at the same time, on the same day once a fortnight, as advertised. The sessions are recorded, and recordings are available on demand.

We follow a set format of questions and answers supported by workbooks and exercises. With very few exceptions, you receive transcripts on all meetings. Extracts from these transcripts are pulled together, with your notes, by you, to form the Game Plan report.

In addition, you will have access to HapNav – The Happiness Navigator. This wealth tech application models the lifetime cash flow of your various what-if scenarios. We may request to take screenshots to complete your final report.

We aim to provide all our clients with 'The Game Plan' for a better life.

We provide the MoneyFitt financial education library and general advice and guidance to the group on everything you need to know about your financial plan. We provide information on types of resources, for example, on Products. We do not provide recommendations or opinions on specific products or providers. That's your decision.

We will issue any documentation and other communication to you in English (unless agreed otherwise).



#### 1.3.B.2. Our Process

At the outset, we will offer One-to-many clients a choice of cohorts, quarterly masterclass programmes. All Masterclass participants start at the same time and progress through the programme simultaneously.

We offer the Game Plan Masterclass over six two-hour sessions to deliver fast, high-quality results. This offer is accompanied by parallel three-month access to our HapNav personal wealth application and unlimited e-mail access to our highly skilled team of professionals.

Masterclass meetings are held on Fridays from 2 pm to 4 pm (except on public holidays).

Please note that any Game plan we have arranged for you will only be kept under review as part of an agreed ongoing Membership (see 1.3.C), agreed with you and confirmed in Part III of this agreement.

## 1.3.B.2.1. The Masterclass.

The Game Plan Masterclass is an initial service for which you will be charged a one-off fixed fee.

#### The Service includes:

- Discuss what your aims and plans are for the future. Agree on a favourite future scenario to create a lifetime liability forecast.
- Create a plan of action to overcome obstacles.
- Completion of HapNav the Happiness Navigator (see the document titled 'HAPNAV Software
   End User License Agreement and Terms of Service' available from <a href="www.hapnav.com">www.hapnav.com</a>),
   looking at current assets and liabilities, and incomes and expenditures, as well as expected
   changes in the future. The fees quoted in Part III include a complimentary twelve-month
   User Subscription to HapNav.
- Provide access to our comprehensive MoneyFitt financial education library and generic advice and guidance about Investments, Investment Risk, Capacity for Loss, Pensions, Protection, General Insurance, and other self-implemented Products.
- Conduct a detailed analysis of your current finances.
- Create a financial scenario report of your current situation this will determine whether you have enough money to achieve your objectives.
- Create further financial scenario reports which involves putting various options or "what-if" scenarios in place to determine whether you have enough money to achieve new objectives.
- We will help you produce a business plan if a business asset is required.
- We will help you to complete the Game Plan and assist with its execution through group coaching.
- At least six 120-minute video conferencing sessions, real-time messaging, and content sharing, are typically held over three months. Followed by a further three one-hour comeback execution coaching sessions.



• Unlimited availability to contact us if problems arise for the first twelve months.

The GAME Plan is delivered in four parts over six two-hour meetings (estimated total meeting times):

#### Goals (4 hours)

We explore your goals and priorities. There will be many questions about you, the people important to you, and what you want to achieve. The output is a statement of your goals; we call this your Purpose Statement.

## Actions (2 hours)

We explore obstacles that prevent you from achieving your goals and produce a plan of action together. The output is an action plan.

## Means (4 hours)

We will spend part of the meeting helping you to clarify your current financial position: what you earn, what you spend, what you own and what you owe. You have the opportunity via HapNav to keep this information private.

We will ask you to input the information into HapNav – The Happiness Navigator, detailed financial modelling software.

We will ask you to input your goals under "what if" scenarios.

We will produce some initial ideas on enhancing and optimising your financial position. We will then discuss your options and preferences.

The output is a financial plan; if we need to create financial wealth, it will include a business plan.

## **Execution (2 hours)**

We will review your finalised Game Plan. And begin coaching you on its execution for the best chance of success.

The timeline for the life change is typically a year to a few years. When we show you the effect of the life change on later life finances, we may give you generic advice and financial education on Products.

Suppose at this stage you need specific Products. In that case, you can either choose to buy these yourself from D2C platforms or approach a regulated financial adviser who is regulated and registered with the FCA to provide specific product recommendations.

In addition, we will always be working behind the scenes and dealing with any queries you may have.

If you wish to meet with the course facilitator, you can book a Discovery Meeting (see 1.3.A.2.1. and fees in Part III).



## 1.3.C. None-to-one services For Membership.

#### 1.3.B.1. Service Description

Membership provides the Game Plan exercises and tools available to download and use at your own pace. It includes videos and podcasts. Access to a weekly Town Hall community, meeting with a chance to meet and network with Game Plan practitioners and other members.

Membership is an ideal ongoing programme for those who have completed Mentorship or Masterclass, as The Game Plan is a cyclic process.

"The idea of a favourite future should be with you for your entire life, a never-ending conversation with yourself." - Michael Clinton, author of Roar into the second half of your life (Before It's Too Late).

Membership is online none-to-one coaching (i.e., viewing pre-recorded materials, accessing content libraries, using financial apps, and downloading workbooks and documents), offered on a subscription basis, either year to year or month by month, as you decide. You can cancel it at any time by giving thirty days' notice.

You follow the same Game Plan programme as with masterclass and mentorship but as part of a large group. Your finances can be on HapNav – which is private to you and does not need to be shared with either other members or the group facilitator.

With the none-to-one service, you can meet with us online through video meetings at the weekly Town Halls, and ad-hoc community meetings as advertised. These sessions are not recorded.

During your membership, you will follow a structured format that includes a series of questions designed to guide your financial journey. This process is supported by the extensive resources available in the MoneyFitt financial education library, including workbooks and exercises. The ultimate outcome is the creation of your Game Plan report, a dynamic document that empowers you to lead your best life continuously.

In addition, you will have access to HapNav – The Happiness Navigator for the duration of your membership. This application allows you to model and keep track of your finances. The cost of HapNav is included in your membership fee, detailed in Part III. This wealth tech application models the lifetime cash flow of your various what-if scenarios.

We aim to continuously provide all our members with 'The Game Plan' to a better life.

We provide general advice and guidance to the group on everything you need to know about your financial plan, via unlimited email support. We provide information on types of resources, for example, on Products. We do not provide recommendations or opinions on specific products or providers. That's your decision.

We will issue any documentation and other communication to you in English (unless agreed otherwise).



#### 1.3.B.2. Our Process

At the outset, we will offer none-to-one clients the opportunity of membership commencing any time. All Membership participants start at different times and progress through the programme at their own pace. Repeatedly.

The Game Plan Membership helps you build your own Game Plan. We offer the Game Plan by remote learning at your own pace, with periodic group support at Town Halls. This approach is accompanied by parallel month-by-month access to our HapNav personal wealth application and MoneyFitt financial education library, and unlimited e-mail access to our highly skilled team of professionals.

Town Halls are held on Fridays from 12 noon to 1 pm (except on public holidays).

Please note that any Game plan we have arranged for you will only be kept under review as part of your continuing Membership.

## 1.3.B.2.1. The Membership.

The GAME Plan Membership is an ongoing service for which you will be charged a subscription fee.

#### The Service includes:

- Discuss what your aims and plans are for the future. Agree on a favourite future scenario to create a lifetime liability forecast.
- Create a plan of action to overcome obstacles.
- Completion of HapNav the Happiness Navigator (see the document titled 'HAPNAV Software
   End User License Agreement and Terms of Service' available from <a href="www.hapnav.com">www.hapnav.com</a>),
   looking at current assets and liabilities, and incomes and expenditures, as well as expected
   changes in the future. The fees quoted in Part III include a complimentary twelve-month
   User Subscription to HapNav.
- Provide access to our comprehensive MoneyFitt financial education library and generic advice and guidance about Investments, Investment Risk, Capacity for Loss, Pensions, Protection, General Insurance, and other self-implemented Products.
- Conduct a detailed analysis of your current finances.
- Created by you a financial scenario report of your current situation this will determine whether you have enough money to achieve your objectives.
- Create by you further financial scenario reports which involves putting in place various
  options, or "what-if" scenarios, to determine whether you have enough money to achieve
  new objectives.
- We will help you produce a business plan if a business asset is required.
- We will complete the Game Plan and assist with its execution through personal coaching.
- Unlimited availability to contact us if problems arise for the first twelve months.



The GAME Plan is delivered in four parts (estimated total times to complete):

## Goals (4 hours)

Explore your goals and priorities. Your workbook will have many questions about you, the people important to you, and the things you want to achieve. The output is for you to produce a statement of your goals; we call this your Purpose Statement.

#### Actions (2 hours)

You then explore obstacles that prevent you from achieving your goals and produce a plan of action. The output is an action plan.

## Means (4 hours)

You then clarify your current financial position: what you earn, what you spend, what you own and what you owe.

We will ask you to input the information into HapNav – The Happiness Navigator, detailed financial modelling software. You have the opportunity via HapNav to keep this information private.

We will ask you to input your goals under "what if" scenarios.

We will provide ideas on how to enhance and optimise your financial position. You can then decide your options and preferences.

The output is a financial plan; if you need to create financial wealth, it will include a business plan.

## **Execution (2 hours)**

You review your finalised Game Plan. And begin on its execution for the best chance of success.

The timeline for the life change is typically a year to a few years. The Game Plan is cyclic and can be repeated as often as you like. When you see the effect of the life change on later life finances in HapNav, you can learn any generic advice and financial education on Products from the various information channels.

Suppose at this stage you need specific Products. In that case, you can either choose to buy these yourself from D2C platforms or approach a regulated financial adviser who is regulated and registered with the FCA to provide specific product recommendations.

In addition, we will always be working behind the scenes and dealing with any queries you may have.

Book a Discovery Meeting (see 1.3.A.2.1. and fees in Part III) if you wish to meet with the course facilitator.

## 1.4. The Ordering Process.

You may order any of the above services by completing the relevant parts in Part III of this agreement to confirm your election to the relevant service you want, and completing the e-Signature, to return this Agreement to us by submitting an electronic order form.



## Part 2 – Terms Of Business

## 2.1. Overview

This Section sets out our terms of business. Should you have any questions regarding any elements of this Section, please do not hesitate to ask us about them; we will discuss these with you.

## 2.2. Our Term Provisions

This Agreement shall commence on the Start Date and shall continue throughout the Initial Term unless earlier terminated under the terms of this Agreement.

The Start Date will be the later of the date of receipt by us of your signed Agreement and the date of our receipt of the corresponding payment for the Services selected in Part III, which places an order for the specific services. The Start Date will be confirmed to you in the Welcome email.

The Initial Term of this agreement is for one contract year from the Start Date, the date this Agreement comes into force.

Where Game Plan Membership is elected (See 1.3.A.2.2.), this Agreement's term will be extended on the first anniversary of the Start Date on a month-by-month basis under a monthly subscription beyond the initial term until terminated in accordance with the terms of this agreement.

The Agreement is renewed month by month until either party agrees otherwise under the terms of this Agreement.

There will be an initial contract of which additional services ordered later by you will form part. All orders will form part of this single Agreement – the initial term will start when the Agreement comes into force.

# 2.3. The Services And The Parties Respective Obligations

## 2.3.1. Provision of Services.

We shall provide the Services to you from the Start Date under the terms and conditions of this Agreement. The Services and each of our and your respective obligations are described in this Part 2 and Part 3 of this Service Level and Fee Agreement.

## 2.3.2. What We Agree To

- Where we are required to provide a Game Plan report, we will provide the report in writing
  documenting your preferred course of action. Our plan will be made based on information
  provided by you and will consider the objectives stated by you. Where the service requires
  that you prepare the report, we will assist you in the preparation process by providing the
  Services specified under this Agreement.
- Provide you with information and guidance to aid you in visualising and articulating your ideal lifestyle and your favourite future.
- Help you to use HapNav the Happiness Navigator to forecast your future lifestyle expenditure.
- Help you to investigate and analyse your existing assets and policies.



- Help you to use HapNav, and help you to create a Game Plan to set out a route map to get from where you are now to where you would like to be.
- Help you list headline preferences for any actions required concerning your existing financial products. Taking those actions will be down to you.
- We will provide general advice, information, and guidance. We will not provide specific regulated financial product recommendations, nor shall we intermediate between you and product providers, as we are not authorised to do so.

## 2.3.3. What You Agree To

- To provide One-to-one and One-to Many Services, we will require you to provide up-to-date and accurate information about your circumstances and planning objectives.
- To provide None-to-one Services, you will gather up-to-date and accurate information about your circumstances and planning objectives. But there is no requirement to share that information with us.
- Please help us, or yourself in the case of None-to-one Services, to identify the outcome for your financial planning in terms of your life and lifestyle.
- Input into HapNav your circumstances and future financial goals.
- Input into HapNav details of your current and ideal lifestyle expenditure and your income streams.
- Obtain and input into HapNav details from your current product providers about your plans and what you own and owe.
- In the case of None-to-one Services, provide yourself or us with any other relevant information about your current affairs that we may request necessary to deliver our Services.
- When you or we have completed the Game Plan report, it will be your decision alone to implement it.

# 2.4. Client Responsibility

Please note that any Services we provide will be based on the information you provide us.

When you ask us to produce the Game Plan for you, under our one-to-one service, you must provide us with the information we request to provide the Services you want. You agree that where you provide inaccurate or incomplete information, our Services will likely be less suitable for your needs, less capable of achieving your objectives, and potentially inappropriate.

We, therefore, ask that one-to-one clients do not unreasonably withhold relevant information under our one-to-one service. This action involves you updating HapNav with your particulars and using the screen share facility on Zoom meetings to share the HapNav screens with us. Also, by entering into the Agreement and choosing the Mentorship option, you agree to allow us to take screenshots of the shared HapNav so that we can include pictures in your final Game Plan report.

We will consider whether it is in your best interests for us to act for you on a one-to-one basis if you refuse to provide us with what we believe to be necessary information. We, therefore, reserve the right to decline to act for you under the Mentorship option if we believe you have not provided us with the requisite information. In such an event, an element of your advance payment will be



refundable based on the estimated time unused, the remaining hours and our hourly rate outlined in this Agreement.

Under one-to-many and none-to-one Services, sharing this information with us is not required.

For all Services, we will request basic information from you on your identity, contact details, and address to ensure that our information is current.

# 2.5. Regulated Activities

The activities we undertake in our Services **are not** considered 'Regulated Activities' by the UK's FCA. No advice, opinions, or recommendations are given about buying or selling specific investments, pensions, insurance, or other financial products. We will provide general advice on products, such as investments, pensions, insurance or other financial products; buying or selling specific financial products is down to you.

Although we are a company registered in the UK with Companies House, we are not authorised by, registered with, or regulated by the UK's FCA to conduct Regulated Activities. Our Services are not classed as Regulated Activities and are outside of the FCA's perimeter of regulation.

We provide information on financial products such as investments, pensions and financial protection policies. We will not tell you what to do or offer an opinion. We will only explain what is possible and the pros and cons of considered action in a balanced way.

Specifically, we do not give recommendations or advise on, deal in, or arrange deals in, nor manage regulated financial products.

Should you require regulated financial advice in the UK on specific products, you should talk to a financial adviser regulated and registered with the FCA.

You can find a regulated and registered financial adviser by going to the FCA Register at www.fca.org.uk/register or by contacting the FCA directly at 0800 111 6768.

## 2.6. Methods Of Communication

We will communicate with you by telephone, text, web meeting, webinar, podcast, email or any other relevant digital media channel. Meetings will be carried out online or via telephone.

# 2.7. Client Money

We are not permitted to and do not handle client money. We cannot accept a cheque made to us (unless it is in settlement of our fees under a signed fee agreement) or handle cash.

## 2.8. Payment For Services

Fees are fixed as per Part 3 of this Agreement. For Ad Hoc work, we agree on the required number of hours and apply our hourly rate to quote you a fixed fee in advance.

When you elect a Service to which a fixed fee applies, or we have agreed on a fee for any work or service that we will provide on your behalf, we will require you to sign this Agreement to confirm the



services that will be provided and the fees that will apply, together with details of how those fees will be paid and your cancellation rights.

The Fees payable for the Services and the associated invoicing and payment provisions are detailed in Part 3 of this Agreement.

# 2.9. Termination Of This Agreement

The information contained in this document remains valid unless and until a later version supersedes it.

2.9.1. How to tell us you want to end the contract.

Services can be contracted by electronic order placed on our website. Services can also be contracted by email, video meeting, or telephone.

To end the contract with us, please let us know by emailing us, or telling us on a video meeting or telephone call.

This Agreement remains in force until cancelled by you or us.

This Agreement covers orders for additional services. We will continue to supply the additional services ordered by you until cancelled by you or us.

2.9.2. Occasions under which orders or this Agreement are terminated.

If you choose the Initial Services, Mentorship or Masterclass and do not choose the ongoing Services of Membership, this Agreement terminates on the anniversary of the Start Date.

Suppose you choose the ongoing Services of Membership in the Initial Period from Start Date to the first anniversary, and thereafter continuing Membership, choose to purchase other Initial Services, Mentorship or Masterclass. In that case, you enter into a new agreement when you place the further Initial Services order.

The Mentorship or Masterclass may be terminated at any time by giving 30 days' notice in writing, or by email to that effect.

Mentorship is a one-to-one Service, and Masterclass is a one-to-many Service. These are initial services for which initial fees are payable. Membership is an ongoing Service for which ongoing fees are payable.

Once paid, fees for initial services of Mentorship or Masterclass will not be refunded, except under 2.4. of us reserve the right to decline to act for you under the Mentorship option due to lack of information, and 2.9.3. Our right to cancel.

You may cancel any ordered ongoing service, Membership you have with us at any time by notifying us in writing. Any ongoing fee will cease within 30 days of receipt by us of your written notification of cancellation. A cancelled ongoing service order will not terminate this Agreement within the initial period, from Start Date to the first anniversary. After that, a cancelled ongoing service order cancels the whole Agreement.



## 2.9.3. Our right to cancel.

We may cancel any ordered ongoing service, Membership for convenience and without liability by giving you a minimum of 30 days written notice. A cancelled ongoing service order will not terminate this Agreement within the initial period, from Start Date to the first anniversary. After that, a cancelled ongoing service order cancels the whole Agreement.

We may cancel the whole Agreement for convenience, without liability, and without providing services paid for in advance by giving you a minimum of 30 days' notice.

## 2.9.4. We may end the contract for Services at any time by emailing you if:

- A. You do not make any payment to us when it is due, and you still do not make payment within 30 days of us reminding you that payment is due;
- B. You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, for example, exercises we ask you to complete or the sharing of a completed HapNav report;
- C. You do not, within a reasonable time, allow us to deliver the Services to you, for example, by providing a valid email address, agreeing to a time for a video meeting, or failing to attend agreed video meetings.

# 2.10. Termination Consequences

- 2.10.1 On termination of this Agreement for any reason: (a) all licences and access to the Services granted under this Agreement shall immediately terminate, and the method of access supplied to the Client will automatically expire, and the Services will cease to operate immediately; and (b) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 2.10.2 Those provisions intended to survive termination of this Agreement, including, without limitation, clauses, shall survive any termination or expiration of this Agreement under their terms.

# 2.11. Complaints Procedure

Please talk to us as soon as any concerns arise. We want to ensure you are delighted every step of the way and will do what we can to support this.

If you have any complaints about us or a service we have provided, please let us know by writing to our office address or contacting us by email or telephone. We promise to deal with your complaint fairly and objectively.

If you wish to register a complaint, please get in touch with us:

In writing to the contact details at the end of this contract.

By email to the email address at the end of this contract.



We do not conduct 'financial service activities', and the FCA or any other regulator does not regulate our Services. In the event of a complaint that has not been resolved to your satisfaction, you are therefore not entitled to refer a complaint about us to, for example, the Financial Ombudsman Service for consideration and the Financial Services Compensation Scheme does not cover us.

Please be assured we treat complaints very seriously.

## 2.12. Confidentiality

- 2.12.1 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 2.12.2 You acknowledge that any information which you shall receive or otherwise become aware of information relating to the Services, our business methodologies, systems and processes and our intellectual property ("Our IP") as well as the general advice and plans which we provide to you as part of the Services shall be and shall at all times remain our Confidential Information.

Notwithstanding, you have the right to use Our IP to action the advice given if this would be necessary (i.e. the disclosure of your report to a third-party financial adviser) if and where applicable.

Without prejudice to the other provisions of this clause 2.12, you agree that you will not, at any time, disclose any of our Confidential Information or use any of Our IP for any purpose other than the purpose of your receipt of the Services as intended by this Agreement. You will not, and you will not procure or permit any other person to teach, disclose, or record to teach or disclose, all or any part of our Confidential Information or Our IP to any other person, nor train, advise on, coach or mentor any person in the methods, models, or knowledge comprised in our Confidential Information and Our IP.

- 2.12.3 We acknowledge that all the information which you provide to us shall be and shall at all times remain your Confidential Information. We shall treat all of your Confidential Information with care and take care when disposing of them, which we may do at any time following the effective date of termination or expiration of this Agreement. You may request that a copy of your details be made available to your Accountant or Solicitor.
- 2.12.4 Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in our lawful possession before the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is required to be disclosed by law, to our regulator(s) or regulator(s) of a third party whose services we use to provide our Services to you, by any court of competent jurisdiction or by any regulatory or administrative body, provided that to the extent practicable and permitted by law, we shall promptly notify you in advance of the such requested disclosure and provide you with an opportunity to object to such request.
- 2.12.5 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed in violation of the terms of this Agreement.
- 2.12.6 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party, provided that such party has taken reasonable steps to protect and avoid the loss, destruction or disclosure of such Confidential Information.



2.12.7 This clause 2.12 shall survive termination of this Agreement, however arising.

# 2.13. Risk Warnings

Under our Services, we do not give specific advice about specific investments as this is a Regulated Activity, and we do not have the requisite FCA authorisation to do so. We are not authorised to give regulated financial advice. However, we provide information, generic advice, guidance, and financial education on investments and investment markets.

Please be aware that the value of investments can fall and rise, and you may not get back the total amount invested.

The price of investments may depend on fluctuations in the financial markets or other economic factors outside our control.

Past performance is not a reliable indicator of future results.

Specific warnings relevant to the investments, or investment strategies, we provide generic advice or financial education on will be confirmed to you in writing.

Under the terms of this agreement, we may, if appropriate, provide information to you on investments that are not readily realisable. For example, we may discuss property ownership, business, or physical assets. We would draw your attention to the risks associated with these investments as they have a restricted market. In some circumstances, dealing with the investment or obtaining reliable information about its value may not be possible.

We may occasionally provide information on existing financial products that the FCA does not regulate under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products.

Neither us nor our employees can render legal or accounting advice or prepare legal or accounting documents. With this understood and agreed, the onus is on you, the client, to refer to a solicitor or accountant at any point of law or accountancy that may arise during discussions with us.

# 2.14. Anti-money Laundering

As we do not conduct 'financial services activities', you will be pleased to know that we do not require verified proof of your identity or address using documents or identity verification systems under Anti Money Laundering legislation.

## 2.15. Conflict Of Interest

We will exercise our best efforts always to act in good faith and the best interests of our clients. We will act honestly, reasonably, and professionally. We will conduct business in your best interest.

Occasionally situations may arise where one of our other clients or we have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interest, we will write to you before we carry out your instructions and detail the steps to ensure fair treatment.

We will disclose any conflicts of interest in writing to our clients before and after the engagement, which may compromise our impartiality or independence.



We, or any party in which we have a financial interest, do not receive any compensation or other remuneration contingent on our client's purchase or sale of a financial product. We do not receive a fee or other compensation from another party based on our client's referral or the client's business.

## 2.16. Best Execution

We do not execute or transmit orders on your behalf to third parties. We do not obtain your authority to act on your behalf with third parties.

## 2.17. Data And Data Protection

- 2.17.1 You shall own all rights, title and interest in and to all of the information you provide to us and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of that information.
- 2.17.2 How we will use your personal information. Your personal information is critical to us. We will endeavour to take all due care to protect this information. We will only use your personal information as set out in our Privacy Policy, as amended occasionally. You acknowledge and agree that it is your responsibility to review the privacy policy.

We want to bring to your attention a few important matters regarding your information.

Third-party providers assist us with services such as customer relationship management systems or processing lifetime cash flow models. This arrangement requires the disclosure of more than just basic contact details. By agreeing to our terms, you also agree to the confidential disclosure of your personal information to these third parties under the Data Protection Act 2018. You also consent to the electronic transfer of this information, such as via email, and allow us or any third party to contact you in the future through appropriate means of communication at the time.

Any such third party may operate from centres in countries outside the UK (such as India and the USA) that do not always have the same standard of data protection laws as the UK. However, they must put a contract in place to ensure that your information is adequately protected. They will remain bound by their obligations under the Data Protection Act 1998, even when your personal information is processed outside the UK.

# 2.18. Warranty

- 2.18.1 We warrant that we will perform the Services substantially under the material terms of this Agreement and with reasonable skill and care.
- 2.18.2 If the Services do not conform with the warranty at clause 2.19.1, we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly or, if reasonably practicable, provide you with an alternative means of accomplishing the desired performance. Subject to your statutory rights, such correction or substitution constitutes your sole and exclusive remedy and our sole liability for any breach of the warranty in clause 2.19.1.



- 2.18.3 We do not guarantee that the Services, including your use of HapNav, or the information obtained through them, will meet your requirements. Additionally, we are not liable for any losses or damages resulting from delays or delivery failures during data transfer over communication networks or facilities, including the internet. You acknowledge and agree that the Services (including HapNav) may be subject to inherent limitations, delays, and other issues associated with communication facilities.
- 2.18.4 The warranties set out in this clause are in place of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose concerning this agreement, which are to the extent legally permitted, expressly excluded and disclaimed.

# 2.19. Limitation Of Liability

- 2.19.1 Nothing in this agreement shall limit or exclude the liability of either party for:
  - Death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors (as applicable);
  - Fraud or fraudulent misrepresentation or wilful default;
  - Any matter in which it would be unlawful to exclude or restrict liability.
- 2.19.2 Subject to clause 2.19.1 and without prejudice to your obligation to pay the relevant Fees, neither party shall under any circumstances whatever be liable to the other under or in connection with this Agreement and whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
  - Any loss of investment, profit, sales, revenue, or business;
  - Loss of anticipated savings;
  - Loss of or damage to goodwill;
  - Loss of agreements or contracts;
  - Loss of use or corruption of software, data, or information;
  - Any loss that is an indirect or secondary consequence of any act or omission of the party in question.
- 2.19.3 Subject to clause 2.19.1 and clause 2.19.2, the total maximum aggregate liability of either party to the other in respect of all other loss or damage arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed the cap one hundred per cent (100%) of the total Fees paid and payable in the contract year in which the breaches occurred;
- 2.19.4 Neither party may benefit from the limitations and exclusions in this clause regarding any liability arising from its deliberate default.
- 2.19.5 Unless a party notifies the other party that it intends to make a claim regarding an event within the notice period, the party shall have no liability for that event. The notice period for an event shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become, aware of the event has occurred, or it has grounds to claim in respect of the event



and shall expire six years from that date. The notice must be in writing and identify the event and the grounds for the claim in reasonable detail.

# 2.20. Intellectual Property Rights

- 2.20.1 You acknowledge and agree that any and all rights, title and interest, including without limitation all Intellectual Property Rights in Our IP; the Services, the GAME Plan, HapNav and all and any other materials which we may provide to you from time to time are owned by us exclusively.
- 2.20.2 You further acknowledge that by and in the course of this Agreement or otherwise, you shall receive or otherwise become aware of information relating to our intellectual property (Our IP), including its systems and processes, which information is owned by and confidential to us and you agree that you will not at any time, disclose any of our confidential information or use any of our Intellectual Property Rights for any purpose other than the purpose of your receipt of the Services as intended by this Agreement. You will not, and you will not procure or permit any other person to teach, disclose, or record to teach or disclose, all or any part of Our IP to any other person, nor train, advise on, coach, or mentor any person in the methods, models, or knowledge comprised in Our IP.
- 2.20.3 Use Of HapNav The Happiness Navigator
- 2.20.3.1 Subject to your payment of the relevant Fees, your compliance with the terms of this Agreement, including the terms of the HapNav End-User Licence Agreement, which is located at <a href="www.hapnav.com">www.hapnav.com</a> and which is included within this Agreement by reference, we will grant you a limited right to access and use the HapNav Happiness Navigator ("HapNav") for the Term.

Continuing this agreement is subject to you abiding by the terms and conditions in the HapNav enduser licence agreement. Where HapNav is provided under the terms of this Agreement, termination of that agreement will result in termination of this agreement, and vice versa.

The HapNav results are provided for illustrative purposes only and are based on several assumptions regarding you and your finances. Therefore, subject to several risks and uncertainties that could cause actual results to differ materially from the assumptions.

The HapNav simulation represents only one of many possible outcomes. The HapNav assumptions are on a simulation basis and may vary from reality, so the actual position may differ from what is shown.

Nothing contained in HapNav should be construed as an offer to sell or buy securities.

# 2.21. Force Majeure

We shall not be in breach of this Agreement. It shall not incur any liability to you if there is any failure to perform its duties due to circumstances beyond its control. Where we are reliant on information and data from third parties, such as but not limited to you or your existing product providers, and that information or data subsequently proves to be incorrect, we will not be held responsible for any disadvantage suffered as a result of any Services provided by us, based on such incorrect data.



## 2.22. General

## 2.22.1. Assignment

You shall not be entitled to assign or transfer the benefit of this Agreement. We may transfer our rights and obligations under this Agreement to another organisation. If this happens, we will always tell you in writing and ensure that the transfer will not affect your rights under the Agreement, OR We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within 30 days of us telling you about it, and we will refund you any payments you have made in advance for products not provided].

## 2.22.2. Third-Party Rights

**Nobody else has any rights under this Agreement**. This Agreement is between you and us. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns). No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person to end the contract or make any changes to these terms.

## 2.22.3. Waiver

**Even if we delay enforcing this Agreement, we can still enforce it later**. If we do not insist that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

## 2.22.4. Severability

Each provision of this agreement is severable and distinct from the others. If any provision is or at any time becomes to any extent or in any circumstances invalid, illegal, or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of this agreement but (except to that extent or in those circumstances in the case of that provision) the validity, legality and enforceability of that and all other provisions of this agreement shall not be affected or impaired and shall remain valid and enforceable. If any provisions of this agreement are found to be illegal, invalid, or unenforceable but would be legal, valid, or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid, or enforceable.

## 2.22.5. Entire Agreement

This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether a party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

#### 2.22.6. No Partnership

Nothing in this Agreement is intended to or shall operate to create a partnership, joint venture, agency, franchise or employment relationship between the parties or authorise either party to act as



agent for the other. Neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## 2.22.7. Counterparts

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed an original. All of which, when taken together, shall constitute but the same Agreement.

#### 2.22.8. Law And Jurisdiction

The validity, construction and performance of this Agreement shall be governed by and construed under English Law, and the parties shall submit to the exclusive jurisdiction of the English Courts.



## Part 3 – Service Level And Fee Agreement

This Part outlines the service and remuneration package that best suits your needs. We will discuss this with you so that you understand what is offered and how it will benefit you. Should you have any questions regarding this or any elements of this document, please do not hesitate to ask us about it.

## 3.1. Fees

We operate on a fee basis.

Under this basis, charges are not dependent on product transactions and are applied regardless of whether you choose to invest in a product. Charges are not calculated as a percentage of your investment and cannot be deducted from financial products.

We will not receive a commission from Investment, Pension, Protection or General Insurance companies as we will not arrange any products with them. Arranging products is down to you. We sell plans, not Products.

We place a wall between planning and products so our clients can be assured we always act in their best interests. Our Service enables us to serve our clients on a planning and strategic level without muddling the relationship with financial product intermediation.

Ongoing fees for ongoing services will continue until cancelled by either party, at which point the ongoing service will cease.

A minimum of 30 days of written notice will be given of any change to fees, and we guarantee not to change them for new clients within the first year.

You may purchase our services through our website or by requesting an invoice. If an invoice is requested, payment is due within 30 days of the invoice date. You will receive a receipt upon payment, and work will commence once payment has been cleared. All Fees are payable before the Services commence and must be paid in full and cleared funds in British pounds sterling without set-off, counterclaim, deduction or withholding whatsoever.

# 3.2. Fee Agreement

All charges will be fully disclosed to you. The actual charges relating to any work will be confirmed in writing before we undertake any work for you. There will be no additional cost to you.

We offer a variety of methods by which we can be paid so that you can select the method that best suits your needs. We will discuss your payment options with you, answer any questions you may have, and agree with you on how we will be paid. You can pay our charges via cheque, PayPal, bank transfer, card, or cash.

We will not charge you until you agree on how we will be paid. We will also tell you in advance if other costs arise with the services we provide you.

We will use this Agreement for this purpose and ask you to sign a copy before proceeding further. This request is so that we can clearly and transparently disclose fees due before any required payment.



# 3.3. VAT

Under current legislation, our services are not subject to VAT, but should this change in the future, and where VAT becomes due, we will notify you before conducting any further work.

# 3.4. Fee Schedule

The Planner agrees to provide The Client with the service described in this document. Please indicate preference:

Service	Details	Tick to confirm	Fee
The GAME Plan	Our program consists of six video	COMMIN	£2,950
Mentorship (One-to-	conferencing sessions totalling 12		
one or one-to-two)	hours, with a detailed report		(£3,950 for
	provided. During these sessions, we		Couples)
See 1.3.A. One-to-one	focus on four key areas:		
Services For	Goals: We discuss your goals and		
Mentorship.	priorities, resulting in a statement of your goals.		
	Actions: Together, we identify		
	obstacles preventing you from		
	achieving your goals and produce a		
	plan of action.		
	Means: We clarify your current		
	financial position and ask you to input		
	information and "what if" scenarios to		
	enhance and optimise your financial		
	position. The output is a financial		
	plan.		
	<b>Execution:</b> We review your finalised		
	Game Plan and begin coaching you on its execution.		
	its execution.		
	(Includes The GAME Plan		
	Membership).		
The GAME Plan	Our Initial Complex in aludes six 42 have		C1 40F
	Our Initial Service includes six 12-hour		£1,495
Masterclass (One-to-	video group conferencing sessions		
many)	and a self-produced report. We focus on four key areas:		
See 1.3.B. One-to-	Goals: We discuss your goals and		
many Services For	priorities, resulting in a statement of		
Masterclass.	your goals.		
	Actions: Together, we identify		
	obstacles preventing you from		
	achieving your goals and produce a		
	plan of action.		
	Means: We clarify your current		
	financial position and enhance and		



The GAME Plan Membership (None-to-one)  See 1.3.C. None-to- one Services For The Membership	optimise it with "what if" scenarios, resulting in a financial plan.  Execution: We review your finalised Game Plan and begin coaching you on its execution.  (Includes the GAME Plan Membership).  Our Ongoing Service helps you stay on track and focus on your future. We hold bi-annual planning meetings to identify strategic improvements, discuss tax planning, and address your changing priorities and goals. We revisit and update your Game Plan	£49 per month  Or  £495 per annum
description.	during these meetings, and you'll have email access to your dedicated planner throughout the year.  (Includes The GAME Plan Medley).	
The GAME Plan Medley	DIY Pack (eBook & workbooks).	£19 per month
(None-to-one)	HapNav – financial planning app.	Or
See 1.3.C. None-to- one Services For The Membership	MoneyFitt – financial education library.	£195 per annum
description.	Unlimited email Q&A support.  Access to our peer support group.	
Ad Hoc Consultation	Hourly consultations	£200 per hour

We will invoice you for the Fee in advance, or you can pay online, with payment due within 30 (thirty) days of the date of our invoice. Work will commence following our receipt of your payment in full.

This arrangement will be cancelled if payment is not made by the due date.

Following our receipt of your signed copy of this Agreement and your payment of the relevant Fees, we will allocate resources to your case to fulfil our obligations promptly. You acknowledge and agree that if you sign the Agreement, make the payment, and subsequently cancel this Agreement before arranging or attending your next appointment, any Fees paid will not be refunded.



## 3.6. Planned Fee Reviews

We review our Fees every 31<sup>st</sup> December to ensure that we remain competitive and provide value for money, at which point an inflationary increase is likely to be applied.

## 3.7. Cancellation

This Agreement may be terminated at any time by any party giving written notice. You will remain liable for any Fees already incurred. You will also remain liable for any Fees which have already been invoiced for Services performed, including any work we have undertaken to progress the provision of such Services or costs we have incurred. This Agreement will automatically cease when the agreed Services have been provided.

# 3.8. Agreement, Consent & Confirmation

THIS AGREEMENT is made the	_ (This Date).
BETWEEN:	
The Academy of Life Planning Limited ('The Academy' Spilsby, Lincolnshire PE23 5GG:	), whose registered office is 9 Franklin Way,
AND	
(Clients), whose address for correspondence is:	

This is our proposition (Part I), terms of business (Part II) and fee agreement (Part III) upon which we intend to rely. You should read these Parts carefully before signing for your own benefit and protection. Please sign two copies of this document and return one copy to us. If you do not understand any point, please ask for further information.

I authorise the transfer of information on a confidential basis when warranted between any such third parties. I acknowledge that this agreement will come into effect from the issue date.

I also confirm that I am happy to give the Academy my express consent to contact me by telephone or e-mail to discuss advising or planning on my finances in future.



# **Acceptance**

- I/We have read this Agreement carefully;
- I/We have received a copy of the document headed Privacy Notice;
- I/We have received a copy of this Agreement;
- I/We fully understand my/our obligations to pay the fees due;
- I/We understand that this service does not include specific product advice;
- I/We accept the terms of this Agreement.

Client Name(s):		
Client Signature(s):		
Date of Issue:		
Date Signed:		
•	d their agreement to all parts of this A	the issue date. IN WITNESS of whom the Agreement by executing it underhand the
Signed for and on beha	alf of the Academy of Life Planning Lir	mited by Stephen James Conley



## Payments:

This agreement shall commence on the Start Date, which is later of receipt of this signed Agreement by us and receipt of the corresponding payment by us of the relevant fee as per 3.4 of this Agreement.

Payments can be made online by ordering on our website.

Payments are also accepted by cheque or electronic transfer, where digital receipt notification is provided. We can also request and collect online payments via email, SMS or a shareable link.

#### By Post

Please make cheques payable to "The Academy of Life Planning Limited". Address cheques to The Academy of Life Planning Limited, 9 Franklin Way, Spilsby, Lincolnshire PE23 5GG.

#### **Electronic Transfer**

Payee: The Academy of Life Planning Limited

Bank: Barclays Sort Code: 20-69-85

Account Number: 33190838

If you have any questions, please call our support team on 07850 102070 or email info@aolp.co.

Billing support can be reached between 9 AM and 5 PM, Monday to Friday. Please have your Account Number to hand before calling. Unfortunately, if an account number is not given, billing support may be unable to answer account-specific queries.

On completion of the Agreement and Payment, you will receive a Welcome Pack by email outlining the Services chosen and providing further instructions on how to commence your programme.

This agreement shall commence on the Start Date, which is later of receipt of this signed Agreement by us and receipt of the corresponding payment by us of the relevant fee as per 3.4 of this Agreement.

#### **Contact Us:**

Write to Support Team, The Academy of Life Planning Limited, 9 Franklin Way, Spilsby, Lincolnshire PE23 5GG.

The email address to contact the Academy of Life Planning on is info@aolp.co.

Our website address is www.aolp.shop.