

MERCURY
WEALTH MANAGEMENT

Terms & Conditions

Version 3.2

01642 670307

clientservices@mercurywealth.co.uk

Who we are

We are Mercury Wealth Management Limited, a company registered in England and Wales. Our company registration number is 4981483 and our registered office is Mercury House, 1 Massey Road, Teesdale Business Park, Stockton-on-Tees, TS17 6DY.



How to contact us

You can contact us by telephone on 01642 670307 or by email at clientservices@mercurywealth.co.uk.

How we may contact you

If we need to contact you, we will do so by telephone, our secure client messaging application or by writing to you at the email address you have provided us. Electronic means are our preference, however you can request communication to be sent to your postal address.

"Writing" includes emails

When we use the words "writing" or "written" in these Terms, this includes email.

Language

All written, electronic and telephone conversations will be in the English language. You may use this language to communicate with us, including sending and receiving information and instructions.

Confirmation of receipt of these terms and conditions and other important documents

We will ask you to sign to confirm that you have received important documents and are aware of how we will use your personal information.

Commencement of the client agreement

These Terms apply with your signed Client Agreement. Specific agreed service and fee terms take priority. Changes do not override an existing agreement unless validly agreed.

Our Regulator

We are authorised and regulated by the Financial Conduct Authority (FCA). Our FCA number is 455415. You can check this by going to the FCA Register at **www.fca.org.uk/register or** by contacting the FCA directly on 0800 111 6768.

The FCA's address is 12 Endeavour Square, London, E20 1JN. Our permitted business is advising on and arranging pensions, savings and investments and non-investment insurance contracts.

Client category

It is a requirement of the Financial Conduct Authority that all clients are categorised into one of three categories (Retail, Professional or Eligible Counterparty). We have categorised you as a 'Retail Client'. You have the right however to request a different categorisation if you wish. Please note that 'Professional Clients' and 'Eligible Counterparts' may receive a lower level of consumer protection.

A retail client is afforded the highest level of protection. As a retail client you may have a right of referral to the Financial Ombudsman Service (FOS) and may be entitled to benefit from the protection available under the Financial Services Compensation Scheme (FSCS).
If you request to be categorised as a Professional Client, we may take into account your expertise when complying with requirements to provide you with a general description of the nature and risks of particular transactions. We are entitled to assume that in relation to the products, transactions and services for which you are categorised, you have the necessary level of experience and knowledge to understand the risks involved, for the purposes of assessing suitability.

We do not provide services to Eligible Counterparts. You will be classified as a Retail Client unless we notify you otherwise.



Restrictions

If you ask us to restrict the scope of our advice to certain types of investments or services, we will confirm this to you in writing. Also, if we are unable to ascertain information required to help us make a suitable recommendation, we may be unable to act. We will explain the scope and its limits. Nothing in these Terms limits our legal or regulatory responsibilities.

Financial Objectives (Demands & Needs)

Following the issue of these Terms and subject to your signing our Client Agreement, any subsequent advice or recommendation provided to you will be based on your stated objectives, your agreed risk profile and any restrictions you wish to place on the scope of advice. Details of your stated objectives will be included in either the suitability report or Demands & Needs Statement that will explain and confirm our recommendation and point out any key risks and disadvantages. There may be exceptions to this, for example business transacted on a non- advised or execution only basis (directly on your instructions whereby you will not have requested nor received any advice from us, or where pre-prepared questions are used to determine the product and provider) or within an agreed limited scope. We cannot give a recommendation without the information needed to assess its suitability. If these situations exist, we will make it clear to you in any subsequent correspondence; however you should be aware that our responsibility to you will be limited accordingly.

Your rights to make changes

If you wish to make a change to the services please contact us. We will let you know if the change is possible. If it is possible we will let you know about the changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

Our rights to make changes

We may make minor amendments to services to reflect changes in relevant laws and regulatory requirements.

Payment for Services

Please refer to the 'Important documentation' highlighted at the beginning of this document. We will ask you to agree a fee for any work or service that we provide on your behalf and we will ask you to sign our Client Agreement to confirm your understanding of the fees that will be charged, how those fees will be paid and what cancellation rights you have.

Client Instruction

You must provide your instructions in writing, we will not act on verbal instructions. When we have arranged any transactions on your behalf, we will not give any further advice or service unless you have specifically instructed us for an ongoing service for which we will be remunerated as detailed in our Client Agreement.

Acceptance of your instructions

Our acceptance of your instructions will take place when we confirm to you that we are able to provide you with the services and when we are in receipt of a signed Client Agreement from you. At which point a contract will come into existence between you and us and will remain in force until further notice. Specific service and fee terms agreed in your Client Agreement take priority.

If we cannot accept your instructions

We may at, our discretion, refuse to accept your instructions. If we do not accept your instructions, we will inform you of this, along with the reason, and will not charge you for the service.



Residence and our services

Residential address, tax residence and your location when receiving advice are distinct. Tell us about overseas connections or planned moves. We must confirm that we and the relevant provider can serve you before affected work proceeds.

Providing Services

We will supply the services to you from the date we accept your instruction. If our performance of the services is affected by an event outside of our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. If there is a substantial delay, you may end the affected service and receive a refund for services paid for but not received. Our legal and regulatory responsibilities continue.

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

Your commitment

Provide complete, accurate information and promptly report relevant changes to us and your providers. Each person must supply a separate tax-residency declaration when requested, covering all relevant countries. Provider self-certification may also be required. We may rely on your information but seek clarification or evidence where needed. Incomplete, inconsistent or uncertain information must be resolved before affected advice or applications proceed. This does not limit our legal or regulatory responsibilities.

Benefits we may receive

For independent investment advice, we do not retain prohibited third-party commissions or benefits. Insurance commission, where applicable, is disclosed before you proceed. From time to time we may attend training events funded and /or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.



Verification of identity

We are required by the Anti-Money Laundering Regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on your behalf, and to ensure that the information we hold is up-to-date. We are obliged to verify as a minimum, the identity, place of residence, source of funds and source of wealth of each client. This process may require sight of certain documentation. We are unable to forward any applications to third parties/platforms until our verification requirements have been met. We will explain outstanding verification requirements and any effect on timing. In circumstances where sufficient verification is not received in a timely manner after we have received completed applications, the application(s) and any monies may be returned to you uninvested. Please note that verification may include the use of online resources such as the electoral roll and HM Treasury's financial sanctions lists.

Required identification

We will explain the identification evidence and checks needed. This may include current photographic identification, proof of residential address and electronic checks. Contact us to agree suitable arrangements if attending our office is difficult.

Registration of investment / retention of documents

Where we arrange an investment, we will register these in your name unless otherwise agreed in writing. All contract notes and documents of title in respect of your investment will be forwarded to you, unless otherwise instructed in writing, as soon as practicable after being received by us. Where a number of documents relating to a series of transactions are involved, we will normally retain the documents until the series is complete and then forward them to you.

Conflict of interest & material interest

We will act honestly, fairly and professionally in all our dealings with you. Occasions can arise where we, or one of our other clients, may have some form of interest in business which we are transacting for you. We identify and manage conflicts. If our arrangements cannot adequately protect you, we explain the conflict before proceeding and may decline to act. Directors' holdings may overlap with recommendations; we manage this conflict. Our policy is available on request.

Risk Warnings

We draw your attention to the fact that investments carry varying degrees of risk. All investments carry a risk; investments can fall as well as rise in value and you may not get back the full amount invested. Past performance is not a guide to future performance. We will outline other key risks within our Suitability Report and in product/ platform literature. We do not in any way warrant, represent or guarantee the success of any investments. Please ensure that you fully understand all risks and do not enter into any investment without fully understanding the downside risk of that investment.

Complaints Procedure

Our written complaints procedure is available on request. Raise a complaint verbally or in writing with our Compliance Officer, Oliver Bourke, or a Director at complaints@mercurywealth.co.uk or Mercury House, 1 Massey Road, Teesdale Business Park, Stockton-on-Tees, TS17 6DY.

We aim to resolve complaints fairly. We normally have eight weeks to provide a final response. If you remain dissatisfied, or we have not responded within the applicable time limit, eligible complainants may refer to the Financial Ombudsman Service free of charge. Referral is normally required within six months of our final response, subject to applicable exceptions.
Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Telephone: 0800 023 4567 | www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)
You may be eligible for compensation if an authorised firm cannot meet protected obligations. Cover depends on eligibility, the activity, product and claim. Investment claims are generally limited to £85,000 per eligible person, per firm. Eligible deposits are protected up to £120,000 per eligible person, per authorised firm; brands sharing a banking licence share that limit. Insurance protection may be 90% or 100%, depending on the type of claim and applicable rules. Protection does not cover ordinary investment losses. Details: www.fscs.org.uk.

Applicable Law

These Terms are governed by the law of England and Wales. This does not affect mandatory consumer rights or any right to bring proceedings in another court available under applicable law.

Receiving payments from clients

We do not hold client money. Investment payments must go directly to the relevant provider, using its verified payment instructions. Never pay investment money to an individual Financial Planner.

All fees are facilitated via the platform or product provider, as set out in your Client Fee Schedule and Client Agreement.

Product cancellation

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

Either party may end on 30 days' written notice. Our ongoing fees stop then; deductions not due are refunded. Statutory rights remain.



How we may use your personal information

We will only use your personal information as set out in our Privacy Policy. A copy of our Privacy Policy is provided with these Terms and can be found on our website: **www.mercurywealth.co.uk/disclosure/privacy-policy.**

Distance contracts and cancellation

Where statutory rights apply, we explain how to cancel and the period, normally 14 days for a distance financial service. If you request an early start, any charge must be lawful and proportionate. Product rights differ, including 30 days for some life and pension contracts.

Legal and Accounting Advice

Neither our firm nor our employees are qualified to provide legal or accounting advice or to prepare any legal or accounting documents. Tax information within financial planning does not replace specialist advice. We may ask you to consult a qualified tax or legal adviser, including where tax residence is uncertain.

Contract Rights

This contract is between You and Us. No other person shall have any rights to enforce any of its Terms. Neither of us will need to obtain the agreement of any other person in order to end this contract or make any changes to these Terms.

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