# Seymour Sinclair Investments Limited - Platform Terms of Business

#### Introduction

These Terms of Business set out the basis on which Seymour Sinclair Investments Limited (SSI) conduct business and apply to any and all previous platform transactions as well as those you instruct us to undertake on your behalf now and in the future. This is an important document, which aims to confirm the details about our services, the cost of those services and the way in which we will provide these.

Please ensure that you read this document carefully and if you do not understand any point or have any questions in relation to the information contained herein, then do not hesitate to contact us and seek further explanation.

By continuing to deal with us we shall consider that you have consented to these Terms of Business unless you inform us otherwise, in writing.

# Our Details: Seymour Sinclair Investments Limited, 2 Blade Mews, London SW15 2NF Tel: 02088707072 ~ Email: info@seymoursinclair.co.uk ~ Web: www.seymoursinclair.co.uk

#### Regulation

Seymour Sinclair Investments Limited is authorised and regulated by the Financial Conduct Authority, our FCA Register number is 177616.

The FCA contact details: 12 Endeavor Square, Stratford, London E20 1JN

#### Our Service

Seymour Sinclair Investments Limited (SSI) are a financial services platform service provider. The platforms we use are Fidelity Adviser Solutions and Aegon. We provide execution only investment administration to help you manage your investments. We will process your investment instructions on an execution only basis and offer you on-going administrative assistance. We do not give investment advice or recommendations on any products and do not advise on the suitability of an investment. We do not risk rate investment products on your behalf or give tax advice.

As all business is carried out on this basis, it is the client's responsibility to ensure that the investment product is clearly understood, including the risks and advantages. An investor must always read the Key Investor Information Document (KIID) on any investment product before proceeding with it.

If you are unsure as to the suitability of an investment for your particular financial circumstances, you should seek expert financial advice before proceeding further. If you are still unsure in any way about a type of investment or policy we would urge you not to proceed.

#### Renumeration

## Fidelity Adviser Solutions & Aegon (The Platform) ~ Charges & Fees

The Platform is a financial administrator and has sole responsibility for safeguarding and administering your investments. Please refer to the Fidelity Adviser Solutions or Aegon Terms of Business on their websites before proceeding with any business through ourselves. Please note that when using our website you are not buying funds through SSI as an administrator, but an introducer of business.

For business through a Platform, investors will buy 'Clean' class shares, where the charges are taken separately from investors holdings. Fund Manager, Platform Service Fees and our Agent Fees will be taken as three separate charges from investor's cash accounts or from the redeeming of units on a monthly basis. We reserve the right to increase these charges; however, before doing so, we will inform investors at least 30 days before such action is taken.

SSI will receive an ongoing Agents Fee of **0.30% pa.** from the Platform based on the value of all your investments. (£30 pa. on a £10,000 investment) Calculated daily and taken from your account on a monthly basis. For the purpose of paying these fees you are obliged to authorise and instruct the Platform to sell units/shares. This authorisation will normally take the form of completed application form, either paper or online. However, if the fee is part of a restructuring of the charges you are already paying as a result of regulatory changes then, provided the overall cost to you remains unchanged or is lower, we will notify you in advance but will not require your written consent. If possible Fees will be taken from your Cash Management Account, if however there are insufficient funds in this account, it will be necessary to encash units. These will normally be taken from your largest holding; however, you can stipulate a chosen fund. The Platform will receive money from such sale, deduction or redemption as agent for SSI, and that such money will become irrevocably due and payable to SSI on receipt by the Platform.

We may vary the fees and costs of our services from time to time or introduce a new charge. Any change, or new charge, will be proportionate to the costs we incur and with a view to the market rates. We will inform you of any changes in our fees, either in writing or via our web-site.

# Communications

In most cases, communications that you receive from us will be in writing either by email or post. We may also communicate verbally with you by telephone. We request however, that any verbal instruction given should therefore be confirmed in writing thereafter.

You should assume that all telephone calls, web-site use and email between you and SSI will be recorded. These recordings will be the sole property of SSI and may be used for training purposes or as evidence in the event of a dispute.

All application forms, contract notes, cheques, or identity documents sent by post to SSI are at the client's risk. The Platforms shall normally be responsible for forwarding to you all documents of title to investments.

#### **Client Money**

SSI does not handle clients' money and we never own the investments that you buy through us. All cheques for a platform investment must be made payable to either Fidelity or Aegon. If cheques are received payable to us, they will be returned immediately to the investor which will delay the investment being made. No responsibility will be accepted for this delay.

#### **Client Categorisation**

It is our intention to categorise you as a retail client from outset and provide our services on this basis, as it offers the highest level of regulatory protection to you. Should you wish, and following our discussion and agreement, you may request to be reclassified as an elective professional client. This means that you will lose certain protections under the Financial Services and Markets Act 2000 enforced by the Financial Conduct Authority. In addition, we will not have to adhere to all of the rules as set out by the Regulator in respect of financial promotions and we will not have to ensure that you understand all the risks associated with the transactions and services we provide.

#### **Conflicts of Interest**

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

#### Legal

It is your responsibility to provide complete and accurate information to us when you send us your instructions. It is important that you ensure that all statements you make on application forms and other documents are full and accurate. We cannot be held responsible for incorrect data held in the event of non-disclosure.

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

## **Financial Services Compensation Scheme**

We're covered by the Financial Services Compensation Scheme (FSCS). This means you may be entitled to compensation from the scheme if we can't meet our obligations. The level of compensation depends on the type of business and the circumstances of your claim, and if eligible you may be covered up to a maximum of £85,000 per person. Please see the relevant Service Provider terms and conditions for details of how FSCS works for their services. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

#### Complaints

It is our intention to always provide the highest quality level of advice and service. However, if you become dissatisfied with our provision of, or the failure of us to provide a financial service and want to register a complaint, please write to us at the address given at the beginning of this document or telephone us on 020 8870 7072. Please also note that a summary of our procedures for handling complaints is available on request. If we are unable to settle your complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service.

#### Amendments

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

These terms of business may be terminated at any time without penalty by either party, giving seven days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. A due proportion of any charges for services provided shall be settled to that date.

#### General

These Terms & Conditions apply to all Platform Business made through Seymour Sinclair Investments and adheres to the FCA Treating Customers Fairly policy and to the Consumer Duty rules.

For our full Term of Business, please visit our website www.seymoursinclair.co.uk or telephone or email us at admin@seymoursinclair.co.uk.

January 2025