

**Foresthill Financial Planning Ltd -Company Number 407602-VAT Number 6427602M**  
**Foresthill Financial Planning Ltd is regulated by the Central Bank of Ireland.**  
**J2 Maynooth Business Campus Maynooth Co Kildare T:01 654 9020 [www.foresthill.ie](http://www.foresthill.ie)**

# Terms of Business

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## **Section 1: Service Proposition**

**Our Service Proposition is divided into two broad classifications:**

### **1. Full Advisory Service**

Full initial discovery and financial plan followed by regular review meetings at pre-agreed intervals.

This is a **bespoke** service which is aimed at clients who wish to develop an intimate, ongoing relationship in which we can help them to identify and achieve their financial goals. This service involves a monthly direct debit payment to our firm. The service involves distinct components, each complimenting the other, to deliver overall long-term benefits. These components fall into 3 main pillars:

#### **A. Lifestyle Planning**

This is the first step, where we focus on getting to know you, how you got to where you are and where you want to go in the future. What you want to achieve in the next 5, 10 or 30 years? What is important to you? What drives you? What worries you about your future?

We will also work with you to identify what is the cost of your current and future desired lifestyle, allowing for all the things you may want to do in your lifetime.

Most of our clients find this an enjoyable part of the process as it helps them to identify what they want to do with their lives, which clearly aids financial planning. This is the foundation to real financial planning!

#### **B. Financial Planning**

Once we have established what you are trying to achieve, we can take you to the next stage by undertaking comprehensive financial modelling and strategy planning.

This is where we analyse all of your existing arrangements to identify exactly what you already have and how these 'financial resources' can help in the achievement of your desired lifestyle plan. We also invest the necessary time to understand your current expenses and how these are likely to change over the coming years, as these have a considerable impact on the shape of your financial future.

#### **C. Financial Advice**

Finally, if financial products are required to satisfy the needs of your financial plan, then we apply our market research to identify the products and solutions that are best suited to your own unique objectives and needs. We use sophisticated independent product research tools, and our recommendations will always be made in a detailed written report. In summary,

- ✓ Full Lifestyle Planning and Financial Planning analysis and recommendations
- ✓ Financial Needs analysis and goal setting
- ✓ Regular review meetings to ensure any arrangements are relevant to your ongoing needs and form an integral part of your Lifestyle Planning.

### **2. Traditional Transactional Service**

This can involve some, or all, of the above, but on a once-off, single-issue or transactional basis.

Also included, as part of this service, is the implementation of any product(s) that may be recommended in our discovery and review exercises, should you decide you would like us to implement them for you. The main thing we promise is full transparency with respect to fees and charges. We will clarify everything in advance, so you can be assured there will be no surprises.

Our intention is that the range of payment options we offer aligns us fully with our clients rather than with the providers of products and services.

The costs for all our services are outlined in – Our Charging Structure

## **Section 2: General Information**

### **1. Our status and Codes of Conduct**

Foresthill Financial Planning Limited (FFP) is regulated by The Central Bank of Ireland. Our authorisation can be checked on the Central Bank of Ireland registers website at [www.centralbank.ie](http://www.centralbank.ie) or by calling them on 1890 777 777 to verify our credentials. Our reference code is C39678. We are also subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can also be found on the Central Bank's website. This Terms of Business is applicable from 10/03/2021.

We have entered into agency agreements with a variety of product providers and insurance undertakings, a list of each being set out in Appendix I to these terms. We provide advice on a fair and personal analysis basis in relation to products provided by insurance companies and investment firms, which means we conduct research across a wide range of product providers and products in the market. In relation to bank deposits, we provide advice on a limited analysis basis by reference to our agency with KBC Bank Ireland plc.

As a regulated intermediary we do not have a 'tied' relationship with any of these institutions, which would compromise our ability to offer our clients appropriate advice. We do not have a holding or indirect, representing 10 percent or more of the voting rights or of the capital in any insurance undertaking and likewise no insurer has such a holding in FFP. We represent our customers when dealing with insurers. FFP is also a member of Brokers Ireland. Our Brokers Ireland reference number is BI0010302.

In relation to non-insurance-based investment products, other than bank deposit accounts, we provide advice on a fair analysis and non-independent basis, as we may receive remuneration from the product providers of such products. These products include structured products which may typically be listed bonds and shares, collective instruments, unit trusts, and tracker bonds. The product providers with which we currently hold agencies are as set out in the List of Product Providers under the heading of Other Product Providers.

As part of the process when giving our clients advice on Investments we will need to gather information with regards your investment knowledge and experience, if this information is not provided, we will not be in a position to determine whether the product is appropriate for you.

We do not conduct periodic suitability assessments of insurance-based investment products or non -insurance based financial instruments on an ongoing basis unless specifically agreed with you. However, it is in your best interests that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will change. You must advise us of those changes and request a review of the relevant policy or investment so that we can ensure that you are provided with up-to-date advice and products best suited to your needs. Failure to contact us in relation to changes in your circumstances or failure to request a review, may result in you having insufficient insurance cover and/or inappropriate investments.

### **2. Actions and Remedies**

Foresthill Financial Planning Ltd will, if necessary, exercise its legal rights to receive any payments due to it from clients for business services that have been provided.

### **3. Conflict of Interest**

It is our policy at FFP to avoid conflicts of interest when providing financial planning advice to you, the clients. Where an unavoidable conflict arises, we will advise you of this in writing before providing any business service, or as soon as is practicable upon our becoming aware of the conflict. If you have not been made aware of any such conflict, then you may assume that none arises, but rest assured that you will be treated fairly where such a conflict is unavoidable.

### **4. Complaints Procedure**

We at FFP have a written procedure in place for the handling of any complaints that are made against our firm for services provided by us. This procedure ensures that all complaints are recorded and acknowledged within 5 business days and are fully investigated. We will provide you with a written report of the outcome of this investigation and should this take some time, you will be updated at least on a regular basis. You should address your complaint to: The Compliance Officer, Foresthill Financial Planning Ltd, Unit J2, Maynooth Business Campus, Maynooth, Co Kildare. In the event that you are dissatisfied with our handling of, or response to, your complaint, you are entirely free to refer the matter to relevant Ombudsman at: Financial Services & Pensions Ombudsman, 3rd Floor Lincoln House, Lincoln Place, Dublin 2.

### **5. Disclosure of information**

We act as your representative to the companies we have agencies with, and we will provide assistance to you for any queries you may have in relation to the policies or in the event of a claim during the life of the policies and we will explain to you the various restrictions, conditions and exclusions attached to your policy. However, it is your responsibility to read

the policy documents, literature and brochures to ensure that you understand the nature of the policy cover. Material information about medical history, non-smoker status, occupation category and any hazardous pursuits are central to underwriting decisions and it is imperative that all information you provide to the insurer is accurate and complete.

You are under a duty to answer all questions posed by the insurer or ourselves on your behalf, honestly and with reasonable care. It is presumed, unless the contrary is shown, that you would know all questions in an application or at renewal are material to the risk undertaken by the insurer or the calculation of the premium by that insurer, or both. Any failure to disclose material information may invalidate a claim and render your policy void. You must inform and disclose any material information including any material changes that might take place between the time you complete an application form and the time you pay the first premium.

#### **6. Client's Money**

We at Foresthill do not handle client money. We will only accept your cheques or bank drafts made payable to the product provider to whom an order is being transmitted. Equally, payments passing from the product provider will be done by way of cheque or bank transfer addressed directly to you or your bank account.

#### **7. Investor Compensation Scheme**

Foresthill is a member of the **Investor Compensation Scheme** established under the Investor Compensation Act 1998. This legislation provides for the establishment of a compensation scheme and for the payment in certain circumstances, of compensation to clients of firms covered by the Act. However, you should also be aware that a right to compensation would only arise where money or investment instruments held by this company on your behalf cannot be returned either for the time being or for the foreseeable future and where the client falls within the definition of 'eligible investor' as contained in the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the client's loss, which is recognised as being eligible for compensation, or €20,000.

#### **8. Anti-Money Laundering**

It is incumbent on us as a professional services provider, to identify clearly our clients and the source of our introduction to those clients. In complying with this anti-money laundering legislation, we will request from you such information and documentation as we deem necessary and to make searches where appropriate of relevant databases. Please co-operate with us in the completion of our files in this regard. Should satisfactory evidence of your identity not be provided within a reasonable time, ***we may be unable to proceed with your business transaction.***

#### **9. Data Protection**

We operate to the highest standards of client confidentiality and meet statutory requirements under the Data Protection Acts 1998 to 2018. Our staff and support service providers will use your personal information to offer advice on suitable products, service your business on an ongoing basis, monitor services for quality control purposes, or as otherwise required by law. For these purposes we may share your contact details and other relevant information with product providers and our support service providers, for the purposes of providing you with appropriate advice/services. We will use the contact details which you provide to use to contact you for these purposes. Any third parties that we may share your data with are obliged to keep your details securely, and to use them only to fulfil the service they provide on your behalf. We may also share your data with regulatory and other governmental bodies where required by or under any enactment or rule of law or court order, including, but not limited to, the Revenue Commissioners, An Garda Síochána, the Companies Registration Office, the Pensions Authority, the Financial Services & Pensions Ombudsman or the Central Bank of Ireland.

We keep records of business transactions with you ***for at least six years***, including personal data defined as sensitive under the Data Protection Acts. You have the right to access to obtain details of personal information which we hold about you. Any requests should be forwarded to: **Compliance Officer:** Foresthill Financial Planning Ltd: Unit J2: Maynooth Business Campus; Maynooth; Co Kildare.

#### **10. Adverse Sustainability Impacts Statement**

After due consideration with regards the legislation on Sustainable Finance Disclosure Regulation, due to our size and the type of business we transact with our clients, we have decided not to consider adverse impacts of investment decisions on sustainability factors in our investment and insurance-based Investment advice. The reason we have decided this course of action is because we do not produce these investments, it is the Product Producers we have agencies with that build the Investment Products we advise on. Within the next year we will consider whether we will continue with this view, to ensure we stay within the guidelines of the legislation. All information re Sustainable Finance Disclosures will be adhered to by the Product Producers and their brochures and documents will outline their disclosures. If any of the investments we provide advice on have a Sustainability Finance Disclosure, these investments will be produced by the product providers we have agencies with, and their brochures and documents will have full details of the areas that are considered.

## 11. List of Product Providers

The following is a list of insurance undertakings and deposit takers and other product providers from which letters of appointment are held:

Life Assurance	Investment Companies
Aviva Life & Pensions Ireland Dac	AON
Zurich Life Assurance Plc	BCP Management DAC
Irish Life Assurance Plc	Bespoke Investments Ltd
New Ireland Assurance Co Plc	BlackBee Investments Ltd
Royal London	Cantor Fitzgerald Ireland Ltd
Standard Life	Conexim Advisors Ltd
	Independent Trustee Company Ltd
Deposits	J & E Davy
	Mercer Ireland
	Wealth Options Ltd

### Section 3: Charging Structure

Our service proposition is divided into Two broad classifications:

1. **Full Advisory Service** This service involves a monthly direct debit payment to our firm. The current monthly direct debit payment is €100/mth + VAT per household.

2. **Traditional Transactional Service**

We agree the project parameters you wish us to undertake and we agree how we will get paid for this work (whether by agreed fee and/or by Product Provider commission).

Our hourly rates are as follows (agreed on a case-by-case basis);

- Director Fees: €285 per hour plus VAT
- Advisor Fees: €125 per hour plus VAT
- Support Staff: € 95 per hour plus VAT

Part of this service is the implementation of any product(s) that are recommended in our discovery and review exercises, should you decide you would like us to implement them on your behalf.

### Commission

In addition to the fees received from our Full Advisory Service or the Traditional Transactional Service, we may earn commissions from product providers for receiving and transmitting business on our client's instructions. Where clients engage us to place any such product on their behalf and are happy to allow the third-party providers pay us for this service, we will receive the industry standard commission for that product. In relation to an insurance policy, commissions are disclosed, where applicable, in a customer information notice which will be provided in advance of arranging a product and with policy documentation from insurers.

- ✓ Additional fees may be payable for complex cases or to reflect specialist skills or urgency.
- ✓ In certain circumstances, commission may be payable in the form of an ongoing "trail" payment expressed as a % of assets under management within the product. This will vary depending on the type of transaction, the product and the institution involved.

Below is a guide to the current maximum commission rates that typically apply in the market (% of year 1 contribution).

	Regular premium Pension	Single premium Pension	Regular Life savings	Lump sum investment	Protection
Min - Max	0 - 15%	0 - 7%	0 - 10%	0 - 3%	90 - 180%

We receive override payments and renewal commissions from product providers for as long as your products remain in force. All amounts received contribute to providing you with a service on an ongoing basis. Commissions are not offset against fees unless agreed in writing.

**Deposit intermediary**

We act as a deposit broker as shown in our List of Product Providers, for which we can receive a deposit commission based on all balances placed with a particular institution. This commission can be at a rate of circa 0.25% of the average balances, depending on the institution.

Although we will not be considering adverse impacts of investment decisions on sustainability factors in our investment and insurance-based Investment advice, we will keep an eye on the changes the Product Providers put in place and note any adverse effect on the cost to you if any.

***If you need clarification about anything outlined above, please do not hesitate to contact us on 01-6549020.***

**Any changes to these rates will be notified to you in a timely manner.**

### CLIENT ACKNOWLEDGEMENT

I/We accept and return this Terms of Business confirming my/our agreement to Foresthill Financial Planning Limited acting as my/our Financial Adviser and I/we also authorise Foresthill Financial Planning Limited to hold my/our personal data on file, to contact me/us in writing, by telephone or by email in respect of financial services matters, and to obtain or provide any relevant information in respect of my/our existing policies or investments directly from or to the appropriate data processors, product or investment providers that I/we hold products with.

By signing this Declaration, I/we give my/our explicit consent to any information about me/us, including where relevant, any sensitive personal data (such as health records), being processed by Foresthill Financial Planning Limited for the purposes of advising me/us appropriately as to the product that will suit my/our needs based on the information I/we have given. This may include information about me/us being used where appropriate for underwriting, administration, advisory, customer service, business analysis and prevention of money laundering and fraud.

### CONSENT FOR MARKETING

We would also like to offer you products and services which we think may be of interest to you. In order to do so, we would like your consent so that we may contact you. You have the right to ask us not to send marketing information to you at any time. Full details of our Data Privacy Notice – Customer Summary is available on request or on our website [foresthill.ie](http://foresthill.ie).

Letter ☐

Landline ☐

Mobile Phone ☐

Email ☐

SMS Text ☐

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



#### Section 4: Standing Order

##### **Request for a Standing Order**

You are authorised to set up a Standing Order on my/our account as specified below. My/Our account will at all times contain sufficient funds to enable each payment to be effected on the due date. **I understand that if three consecutive payments are not made due to insufficient funds the Bank may cancel this standing order without further reference to me.**

##### **Customer Details**

**NAME:**

**ACCOUNT:**

**NSC: - -**

**IBAN:**

**BIC:**

Please complete and submit at least 5 working days before commencement of first payment date.

Account Name	<b>Foresthill Financial Planning Ltd - No 2 Account</b>
Sort Code	<b>90-09-14</b>
Account No	<b>83786474</b>
IBAN	<b>IE21BOFI 9009 1483 7864 74</b>
BIC	<b>BOFIE2D</b>

Reference: \_\_\_\_\_

Frequency: Monthly

Start Date \_\_\_\_\_ Amount € \_\_\_\_\_

Amount in Words \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_