

Epiphany LFP Ltd



Terms of Business (Terms and Conditions of Engagement)

Registered in England and Wales No. 12051588
Registered Address: Suite 4, 54 Broad Street, Ludlow SY8 1NH

How our service works for you

This document explains and governs the supply of Generic Financial Planning (the process of taking a comprehensive look at your financial situation to build a financial plan know as your Action Plan following the advice services by Epiphany LFP Ltd termed as “us”, “we”, “our” to you The Client as “you” and “your”. The terms contained in this agreement constitute our contract with you (the ‘Agreement’. The sections “How our Service Works for You”, “Our Proposition”, and “Summary of terms will not be legally binding on us.

Upon signing and entering into the Agreement you will be subject to the Terms of Business including those obligations relating to the payment of the relevant fee.

For the benefit of protection, you should read this Agreement carefully before signing.

Summary of Our Terms

How we provide the Services - our Services are available through three different ‘Service Packages’: 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. See clause 1 for more detail about these Service Packages.

Duration of the contract – because we split our Services into different Service Packages, each Service Package has its own term. This can be a fixed term, or one that automatically renews. For example the term can be for a year or a month.

Your responsibilities – there are some things that we expect you to take responsibility for so that we can provide the Services properly, such as providing us with accurate information.

Fees and payment – we charge fixed fees for our Services, as set out in clause 3 of this Agreement.

Ending the agreement – you can terminate any of your Service Packages at any time giving us at least 30 days prior written notice). Subject to your legal rights as a consumer, once paid, fees for our Services are not refundable except in the circumstances set out in clause 2.9 (such as where you are terminating as a result of something we have done wrong).

Our warranty – we provide industry standard warranties in accordance with clause 2.18. If you are a consumer, you will have all of your usual rights under consumer law.

Our responsibility for loss you suffer – if you are a consumer, we will be responsible for foreseeable losses you suffer caused by us breaking the Agreement. If you are a business, our liability will be capped in each year of the Agreement at 50% of the Fees you paid to us.

Epiphany LFP Customer Agreement

1. Overview of Our Services

We provide general advice through different service packages “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 you are 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 can provide general advice to retail investors.

We will not tell you what to do or offer an opinion. We will explain factual information and the pros and cons of considered action in a balanced way.

Details of our services are provided in our “Terms of Service” document which outlines each service that we provide along with the specific service suitable for you.

2. Our Term Provisions

This Agreement will commence on of receipt by us of your signed Agreement or acceptance of this document via our Online Portal. This Agreement will continue until the terms of all Service Packages have expired or been terminated. You may purchase additional service[s] at any time.

From time to time we may also agree to carry out one-off pieces of ad-hoc work for you, which will also form part of this Agreement.

2.1 The Parties Respective Obligations

2.1.2 What we Agree To

- To provide a Cashflow and or An Action Plan. We will provide this 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. We will assist you with any preparation process by paper or online.
- To provide you information and /or guidance to aid you to visualise your deal lifestyle.
- Provide you with 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 unless the financial product is not FCA regulated and will inform you where this is case.

2.1.2 What you Agree To

- To provide one-to-one and one-to-many (group) services we will require up-to-date and accurate information about your circumstances and planning objectives.
- Input into our paper documents or our Client Online Portal details of your current and ideal lifestyle expenditure, your income streams and assets together with any current liabilities.
- Once your Action Plan is completed it is your decision alone to implement it.

2.2 Client Responsibility

The service that we provide will be based on the information that you provide to us. For all services, we will request basic information from you about your identity, contract details and address to ensure that our information is current.

You agree that where you provide inaccurate or incomplete information, our services will likely be less suitable for your needs or less capable of achieving your objectives, and potentially inappropriate.

2.3 Client Money

We are not permitted to and do not handle client money unless it is in settlement of charges or disbursements for which we have sent you an invoice or subscription mandate.

2.4 Confidentiality

Each party shall hold the other's confidential information in confidence unless required by law and not make each other's confidential information available to any 3rd parties or use other's confidential information for any purpose other than to implement this Agreement.

- 2.4.1** You acknowledge that any information which you receive or otherwise become aware of relating to our Services, including 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 be at all times remain our confidential information unless express permission is given.

Notwithstanding that you have the right to use Our IP to action and advice given (ie disclosure of your report to a third-party financial adviser) if and where applicable. Without prejudice you agree not to disclose any of our confidential information or use any of our intellectual property (IP) for purposes other than as intended under this Agreement. We acknowledge that all information which you provide to us shall be and shall at all times remain your confidential information. We shall treat your information with care and take care when disposing of it, which we may do at any time following effective termination or expiry of this Agreement. You may request that a copy of your details be made to your Accountant or Solicitor.

It is up to you to enter into separate Terms of Business with any third-party advisor.

Neither party shall be responsible for any loss, destruction, alteration or disclosure of confidential information caused by any third-party, provided that the party has taken reasonable steps to protect and avoid the loss, destruction or disclosure of such confidential information. This Clause shall survive termination of this Agreement, however arising.

2.5 Conflict of Interest

We will exercise our best efforts always to act in good faith and the best interest of our clients. We will act honestly, reasonably, and professionally. In the event of any of our business interests or activities create a potential conflict of interest we will ensure that we take all appropriate steps to manage the potential conflict by maintaining robust systems, Controls and staff training. In the unlikely event that we are unable to prevent the conflict, we will fully disclose to you, the general nature/or sources of conflicts of interest and the steps taken to mitigate those risks.

2.6 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.

2.7 Data Protection

- 2.7.1 You shall own all rights, title and interest in and to all of the information that you provide to us and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of that information.
- 2.7.2 We will endeavour to take all due care to protect your personal 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.
- 2.7.3 We will retain your personal information (data) where we have an ongoing legitimate need to do so to provide you with your chosen service[s] and for us to perform our contractual obligations to you. We will inform you of any updates to our Privacy Policy and where contractual agreement ends, we will securely delete your information or archive for storage in line with our legal obligations.

3. Fee Agreement

All fees will be fully disclosed to you. The actual fees relating to any work for you will be confirmed in writing before we undertake any work for you via our separate Fee Agreement document.

We review our fees annually every 31st December to ensure we remain competitive and provide value for money at which point an inflationary increase is likely to be applied.

