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# Client Agreement

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Our aim at Baker Hudson is simple:

**‘Help you make the right financial choices.’**



## Introduction

Our aim at Baker Hudson is simple: **'Help you make the right financial choices.'**

At some stage in life everyone must deal with personal finances. Whether it's arranging a mortgage, helping with children's school fees, making your savings work harder or planning for retirement; Baker Hudson are here to help.

We enjoy taking the time to get to know you and your personal circumstances, helping you achieve your goals. Even if you are not sure what your future plans are, a discussion with us might get you thinking.

We have the knowledge, experience and tools to help you make the right choices. Your first meeting is completely free and on a no obligation basis. We want to ensure that you are comfortable with ourselves and understand how we intend to act for you.

Over the following pages, we will clearly explain our processes, service offering, fee structure and terms of business. If you are not sure about anything, please get in touch with us at the details on the right.

## What We Do

Our primary focus is on the provision of independent wealth management services for private individuals and corporate clients. The range covers all aspects of investments, pensions, protection, mortgages, equity release and inheritance tax planning.

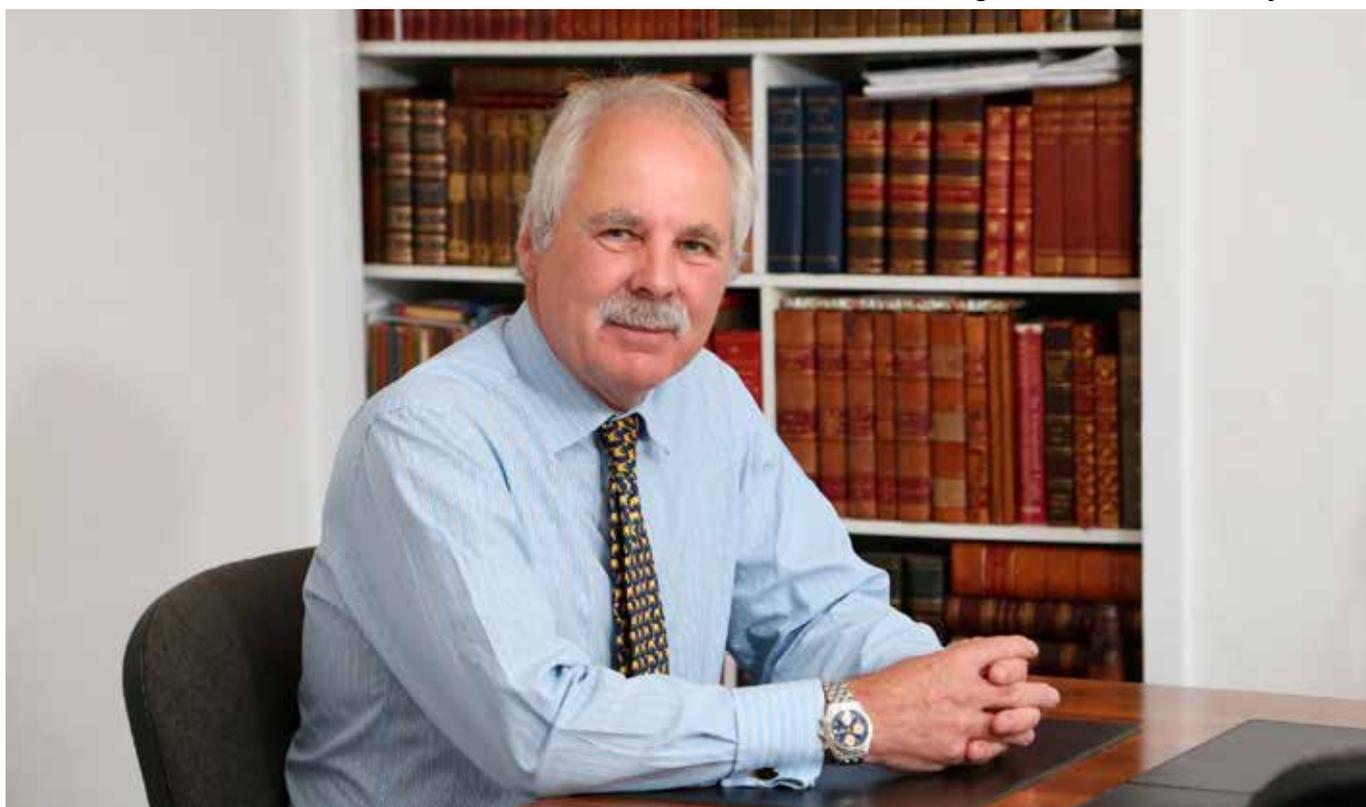
## Who We Are

Baker Hudson is an independent financial adviser, established in 1991, boasting a highly experienced team who enjoy providing financial solutions to our clients. As a whole of market practice, we act solely in the best interest of our clients at all times, meaning we do not act on behalf of any product provider, bank or insurance company.

Phone **01453 549911**

Email **[enquiries@bakerhudson.com](mailto:enquiries@bakerhudson.com)**

*Nicholas Pilkington – Baker Hudson's founder*



# Our Financial Planning Process

Our four stage Financial Planning Process can be summarised as below:

## STAGE 1 Consultation

- Initial meeting
- Getting to know each other
- Identify goals & objectives
- Risk profiling
- Gather information

### Consultation

Your initial meeting is completely free and without obligation.

Your adviser will introduce themselves and provide you with all the information you need about Baker Hudson, how we work with you, the services we provide and the associated costs.

We will discuss your personal financial situation as well as your goals and objectives, taking time to understand your priorities and timescales to achieve them.

To help understand how much risk you are willing to take with your capital, your adviser will complete our risk questionnaire with you. Once your personal risk profile has been agreed, your investment strategy can be devised to meet your objectives.

To provide you with suitable advice, we will gather personal and financial information from you. It is important that you provide as much information as you can as it helps your adviser provide you with the most suitable outcome.

A short financial planning report will be presented to you. This shows what we will do for you and outlines the costs involved.

Once happy with the report your adviser will ask you to formally instruct them to start the work.

## STAGE 2 Advice

- Review existing policies & plans
- Researching the market
- Devise strategy
- Recommendation
- Suitability Report

### Advice

Once your adviser has gathered all the information required and considered your objectives they will begin the advice process.

Existing policies and plans will be reviewed to see how well they meet your current objectives.

From here, a full review of the market will be conducted to consider the most suitable options for you.

A strategy will be devised and a recommendation formulated tailored to your personal situation.

Your adviser will then produce a suitability report; a comprehensive document outlining the recommendation and reasons why.

This report will be sent to you in writing, allowing you time to digest the information and ask any questions that you may have.

It is important for you to understand and be comfortable with the recommendation prior to proceeding to the next stage.

### STAGE 3

## Implementation

- Agree the plan
- Submit Application
- Check accuracy
- Provide Policy Documents

### STAGE 4

## Ongoing Service

- Review goals & objectives
- Review your financial plan
- Analyse performance
- Assess ongoing suitability
- Make any necessary changes

### Implementation

Once you are comfortable with the advice that you have received you will be asked to formally instruct us to start the implementation process, putting your plan into action.

We will assist you in the completion of all the necessary paperwork. It is vitally important that you check all of the information that you have provided is correct prior to signing any documents.

Throughout the process, your adviser will be in regular contact to ensure everything goes to plan. This includes monitoring any applications made to product providers.

Once your plan has been implemented, your policy documentation will be checked again for accuracy before we send it out to you.

### Ongoing Service

Your financial situation will evolve: whether that is your goals and objectives, investment performance or financial priorities.

That is why Baker Hudson offer an ongoing service to our clients. As part of this service we will arrange a meeting in which we will:

- ✓ Review your financial plan, objectives and goals
- ✓ Update your risk profile
- ✓ Analyse and discuss investment performance
- ✓ Make any alterations necessary
- ✓ Ensure continued suitability
- ✓ Identify any further financial objectives
- ✓ Issue a suitability report

Plus we will provide you with access to:

- ✓ Your online account and valuations
- ✓ Your dedicated adviser
- ✓ Your helpful support team

Whilst your adviser will review your financial situation at least annually, it is important for you to let us know if your circumstances change in the interim.

## Our Fee Structure

For the provision of our professional wealth management service, we provide a menu of options which can be tailored to suit your individual needs. Prior to commencing any work we will establish the service you require and the likely cost involved.

Where we are advising on investments, structured products or pensions we will agree a fee also known as an adviser charge. For protection products we are usually paid a commission from the product provider.

The fees shown below are for guidance purposes only and we always endeavour to keep our charges fair and reasonable. All charges are subject to individual client agreement.

### Consultation

Your initial consultation is free of charge and without obligation unless previously agreed. This can take place in our office or in the comfort of your own home.

### Advice Charge

At this stage we will commence work on your behalf and provide you with our advice. The complexity of the case will be directly linked to the cost of the work involved. Typically, we charge 1% of the recommended investment amount, subject to a minimum charge of £400.

### Implementation Charge

Implementation of the advice will typically cost a further 1% of the total amount invested, however we will agree the fee prior to the commencement of any work. Fees may vary due to differing complexities.

### Ongoing Charges

Our work doesn't stop after the initial implementation. We typically charge 0.75% of your total funds under management per annum. This will be agreed in advance and may vary subject to the amount of ongoing work.

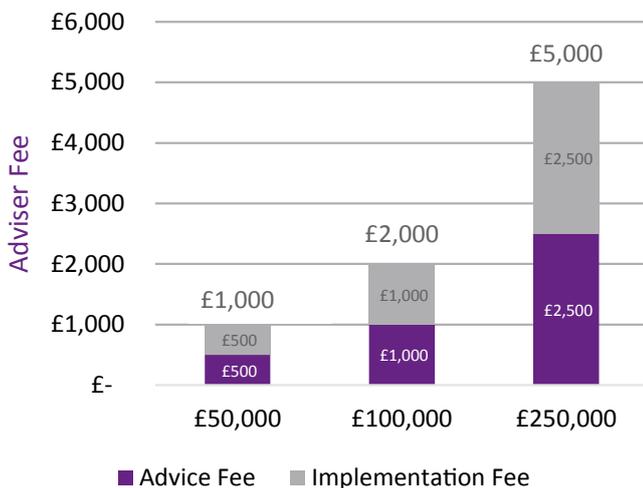
### Tiered Charges

Total investments above £250,000 may qualify for a tiered charging structure in which a reducing fee scale may apply.

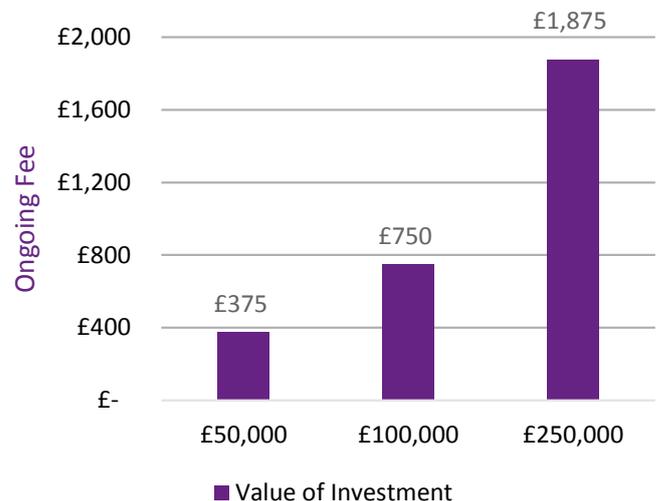
### External Services

Tax planning and estate planning may require the involvement of accountants and/or solicitors. Baker Hudson can recommend suitable companies to work with. The charges made for their service will be for you to negotiate directly and are not included within the Baker Hudson fees unless explicitly detailed. Some types of tax and estate planning services may not be regulated by the Financial Conduct Authority.

Total Cost based on 1% Advice fee & 1% Implementation fee



Ongoing Service cost based on a 0.75% annual fee





**“Price is what you pay. Value is what you get”**

*– Warren Buffett*

### Regular Premiums

Where no initial lump sum is invested and the contributions are made by regular premiums to a plan, the implementation charge is 20% of the first 12 months’ premiums, subject to a minimum advice fee of £400. The 12th payment shall include any balancing payment that is due to account for the minimum fee where applicable. Fees can either be deducted evenly from the regular premiums over 12 months or via an initial payment upfront.

### Group Pension & Group Protection

We charge a fee for initial advice and implementation of group schemes. The fees will depend on the size of the scheme and the scope of service required and are by negotiation.

Please note advising employers of their Group Pension schemes may not be regulated by the Financial Conduct Authority.

### General Insurance & Protection Plans

We do not charge a fee for our insurance and protection service as we will normally receive a commission payment from the policy provider. All

commissions will be clearly disclosed to you. We reserve the right to apply a fee in more complex cases. If this is the case, we will always agree this with you in advance of any work.

For general insurance contracts we are an intermediary and will act on your behalf when recommending an insurer based on your demands and needs from a fair analysis of the market. It will be your responsibility to ensure the policy meets your demands and needs for building and/or contents, private medical insurance, accident sickness and unemployment.

For non-investment protection contracts we are an intermediary and will act on your behalf when providing advice and making our personal recommendation(s) to you. We will do this based on a fair and personal analysis of insurers for term assurance, income protection and critical illness.

### VAT

Under current legislation most of our services are not subject to VAT but should things change in the future, and on services where VAT is due, we will notify you in advance of work being carried out.

# Terms of Business

## Introduction

These Terms of Business (the 'Terms'), together with the Client Agreement (the 'Agreement') constitute a legally binding agreement between you and Baker Hudson Limited (Baker Hudson). These terms are issued to you in accordance with the rules of the Financial Conduct Authority (FCA) and set out the basis on which our services are offered. These Terms shall apply to all new and existing clients until varied in accordance with the clause "Amendments to the Terms".

Please ensure you read and understand these Terms, as well as retaining them for your future reference; if you have any queries please contact Baker Hudson.

## About Us

Baker Hudson Limited is registered in England and Wales at 10 Parsonage Street, Dursley, Gloucestershire, GL11 4EA. Company No. 03555736. Telephone number 01453 549911.

## Authorisation Statement

Baker Hudson Limited is Authorised and Regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register).

## Client Classification

Unless we notify you in writing to the contrary, we will be treating you as a "retail client" for investment business and a "consumer" for general insurance business. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

## Investment Risk

Please be aware that investments can fall as well as rise, and that you may not get back the full amount invested. The price of recommended investments may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We would draw your attention

to the risks associated with these investments. For example, an investment may be difficult or impossible to exit due to a lack of liquidity in the market. It may also be hard to obtain reliable information about its value.

## Unregulated Products

We may, on occasion, advise on other financial products which are not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to these products.

## Our Charges

The terms of business of this Client Agreement will come into effect from the date of issue.

In consideration for providing the services of an Independent Financial Adviser the client agrees to pay a fee to Baker Hudson Limited for the agreed service options.

Where appropriate, Value Added Tax will be added to the charge. All payments shall be made payable to Baker Hudson Limited.

## Communication

Unless otherwise agreed, we will communicate with you via one or more of the following methods: face to face, email, SMS, telephone and/or letter.

We will communicate to you at all times in English.

Calls may be monitored and recorded for record-keeping, training and quality assurance purposes.



## Our Ethical Policy

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and as such we endeavour to:

- be open, honest and transparent in the way we deal with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon.

## Client's Best Interest

We will act honestly, fairly and professionally and always aim to act in the client's best interest. However, when we give advice, or arrange transactions for clients, the company, an employee or another client may have an interest, relationship or arrangement that may give rise to a conflict of interest.

Baker Hudson has in place procedures to identify and manage such conflicts of interest. Accordingly, we require our employees to comply with both a policy of independence obliging them to disregard such interests when acting for you. We also have a strict Personal Account Dealing policy which ensures your orders take priority, and that staff dealing is subject to strict clearance controls.

In accordance with the rules of our regulator, the FCA, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

## Customer Privacy Notice

During the course of dealing with us, we will ask you to provide us with detailed personal information relating to your existing circumstances, (Your Personal Data). We will collect and record your Personal Data from a variety of sources.

With your consent, we may obtain some information from third parties and we may use technology solutions to assist in the collection of data. Electronic ID checks would not require your consent but we will inform you of how such software operates and the purpose for which it is used.

We will record and store data in our paper files, mobile devices and on our computer systems. We may submit data to Product Providers and may use your Data for responding to queries in relation to any investments/mortgages/finance products or insurance policies you may hold.

We may share your data with third parties that we believe will be able to assist us with your application.

Your privacy is important to us and we will keep your Personal Data secure in accordance with our legal responsibilities.

You will find the full version of our Customer Privacy Notice on our website ([www.bakerhudson.com/about-us/legal-information](http://www.bakerhudson.com/about-us/legal-information)).

## Client Money

Baker Hudson Limited is not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

## Documentation

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

## Anti-Money Laundering

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 their behalf, and to ensure that the information we hold is up-to-date. For this purpose, we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship.

## Complaints

We aim to provide the highest possible level of customer service at all times but if you are not satisfied for any reason and wish to register a complaint we want to know. In the first instant please contact your adviser who will try to resolve the issue. Otherwise, please contact our Compliance Department at Compliance Department, Baker Hudson Limited, 10 Parsonage Street, Dursley, GL11 4EA. Telephone: 01453 549911.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by contacting them on 0800 023 4567.

## Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which is the UK's statutory fund of last resort for customers of authorised financial services firms. They would pay compensation in the unlikely event that we were unable, or likely to be unable, to pay claims against us. This does depend on the type of business and the circumstances of the claim.

Investment business will normally be covered up to a maximum of £50,000. Further information about these amounts and limits for all other product types are available from the FSCS at [www.fscs.org.uk/what-we-cover/products](http://www.fscs.org.uk/what-we-cover/products).

We may also, on occasion, advise on other financial products which are not regulated by the Financial Conduct Authority (FCA) under the Financial Services and Markets Act 2000. The FSCS does not apply to any of these products. The eligibility of an individual solution to qualify for the FSCS will be clarified in your Suitability Report.

Further information about compensation scheme arrangements are available at [www.fscs.org.uk](http://www.fscs.org.uk).

## Law

This client agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

## Force Majeure

Baker Hudson shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

## Cancellation Rights

In most cases, you can exercise a right to cancel by withdrawing from the contract. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you. In general terms, you will normally have a 30 day cancellation period for a life, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies.

If you cancel an investment linked contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

## Cancelling Your Ongoing Service

If you feel you no longer require an ongoing service, please write to us at: Baker Hudson Limited, 10 Parsonage Street, Dursley, GL11 4EA.

## Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving 7 days' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

## Amendments to the Terms

We reserve the right to amend these terms of business at any time and will inform you of any material changes in writing at least 30 days prior. Please note that continued use of our services after implementation of such a change implies your acceptance of it.

## Client Consent

Please enter a ✓ or ✗ as desired in each box:

Client 1      Client 2

I understand the processes, service offering, fee structure and terms of business provided by Baker Hudson.

I am happy to instruct Baker Hudson to act on my behalf using the information I have provided and that Baker Hudson can only provide suitable advice based on the information I have disclosed.

It is my intention to proceed with the purchase of a financial product(s) providing the advice and recommendations meet my needs, however, I understand that I am not obliged to purchase the recommended product(s).

I understand what the ongoing service provides and confirm that this service is required.

### My Service Preferences:

| Delivery                 |                          |                          | Frequency                |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Face to face             | Telephone                | Web-based                | Quarterly                | Biannually               | Annually                 |
| <input type="checkbox"/> |

Below are the agreed fees for each stage of Baker Hudson's Financial Planning Process:

|   | STAGE 1<br>Consultation        | STAGE 2<br>Advice              | STAGE 3<br>Implementation      | STAGE 4<br>Ongoing Services    |
|---|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Desired   | <input type="checkbox"/>       | <input type="checkbox"/>       | <input type="checkbox"/>       | <input type="checkbox"/>       |
| A percentage of the amount invested/ongoing value |                                | <input type="text" value=""/>  | <input type="text" value=""/>  | <input type="text" value=""/>  |
| Fixed Fee   | <input type="text" value="£"/> | <input type="text" value="£"/> | <input type="text" value="£"/> | <input type="text" value="£"/> |
| Payable directly*                                 | <input type="checkbox"/>       | <input type="checkbox"/>       | <input type="checkbox"/>       | <input type="checkbox"/>       |

\* Please note that when paid through the investments it may reduce your personal tax thresholds and/or exemption levels. Where this happens we will discuss it with you and confirm it in your personal recommendation report.

### Non-investment Insurance:

Please select how you would like to pay for this service from the options below:

|                                  |                          |  |
|----------------------------------|--------------------------|--|
| Payment by fee                   | <input type="checkbox"/> | Agreed fee: <input type="text" value="£"/> |
| Payment by commission            | <input type="checkbox"/> |  |
| Combination of fees & commission | <input type="checkbox"/> | Agreed fee: <input type="text" value="£"/> |

## About You

### First Applicant

### Joint Applicant

|             |                      |             |                      |
|-------------|----------------------|-------------|----------------------|
| Title       | <input type="text"/> | Title       | <input type="text"/> |
| Forename(s) | <input type="text"/> | Forename(s) | <input type="text"/> |
| Surname     | <input type="text"/> | Surname     | <input type="text"/> |
| Address     | <input type="text"/> | Address     | <input type="text"/> |
|             | <input type="text"/> |             | <input type="text"/> |
|             | <input type="text"/> |             | <input type="text"/> |
| Postcode    | <input type="text"/> | Postcode    | <input type="text"/> |

### Contact Details

|               |                      |               |                      |
|---------------|----------------------|---------------|----------------------|
| Home Tel. No. | <input type="text"/> | Home Tel. No. | <input type="text"/> |
| Mobile Number | <input type="text"/> | Mobile Number | <input type="text"/> |
| Email Address | <input type="text"/> | Email Address | <input type="text"/> |

### Marketing Consent

I/We hereby grant Baker Hudson permission to process my personal data for the purpose of Marketing. By providing your consent, you agree that you have given your express permission for us to market to you regarding products and services that we think may be of interest to you and by any means of communication that is suitable.

If you do not indicate your agreement for us to contact you we may be unable to provide you with details of products and/or services that may suit your needs and circumstances.

We would like to maintain a record of your express consent for us to contact you with products and services that we think may be of interest to you. Please indicate your consent to us contacting you by any of the means specified below:

Post  Phone  SMS  Email

### First Applicant Signature

### Joint Applicant Signature

|        |                      |        |                      |
|--------|----------------------|--------|----------------------|
| Signed | <input type="text"/> | Signed | <input type="text"/> |
| Dated  | <input type="text"/> | Dated  | <input type="text"/> |

### Adviser Signature

|         |                      |        |                      |       |                      |
|---------|----------------------|--------|----------------------|-------|----------------------|
| Adviser | <input type="text"/> | Signed | <input type="text"/> | Dated | <input type="text"/> |
|---------|----------------------|--------|----------------------|-------|----------------------|

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Please enter a ✓ or ✗ as desired in each box:

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| A percentage of the amount invested/ ongoing value |                                | <input type="text" value=""/> % | <input type="text" value=""/> % | <input type="text" value=""/> % |
| Fixed Fee  | <input type="text" value="£"/> | <input type="text" value="£"/>  | <input type="text" value="£"/>  | <input type="text" value="£"/>  |
| Payable directly*                                  | <input type="checkbox"/>       | <input type="checkbox"/>        | <input type="checkbox"/>        | <input type="checkbox"/>        |

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| Surname     | <input type="text"/> | Surname     | <input type="text"/> |
| Address     | <input type="text"/> | Address     | <input type="text"/> |
|             | <input type="text"/> |             | <input type="text"/> |
|             | <input type="text"/> |             | <input type="text"/> |
| Postcode    | <input type="text"/> | Postcode    | <input type="text"/> |

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| Mobile Number | <input type="text"/> | Mobile Number | <input type="text"/> |
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### Joint Applicant Signature

|        |                      |        |                      |
|--------|----------------------|--------|----------------------|
| Signed | <input type="text"/> | Signed | <input type="text"/> |
| Dated  | <input type="text"/> | Dated  | <input type="text"/> |

### Adviser Signature

Adviser  Signed  Dated

We also offer the following services:

- ✓ Investments
- ✓ Pensions
- ✓ Retirement Planning
- ✓ Protection
- ✓ Equity Release
- ✓ Mortgages

Contact us on:

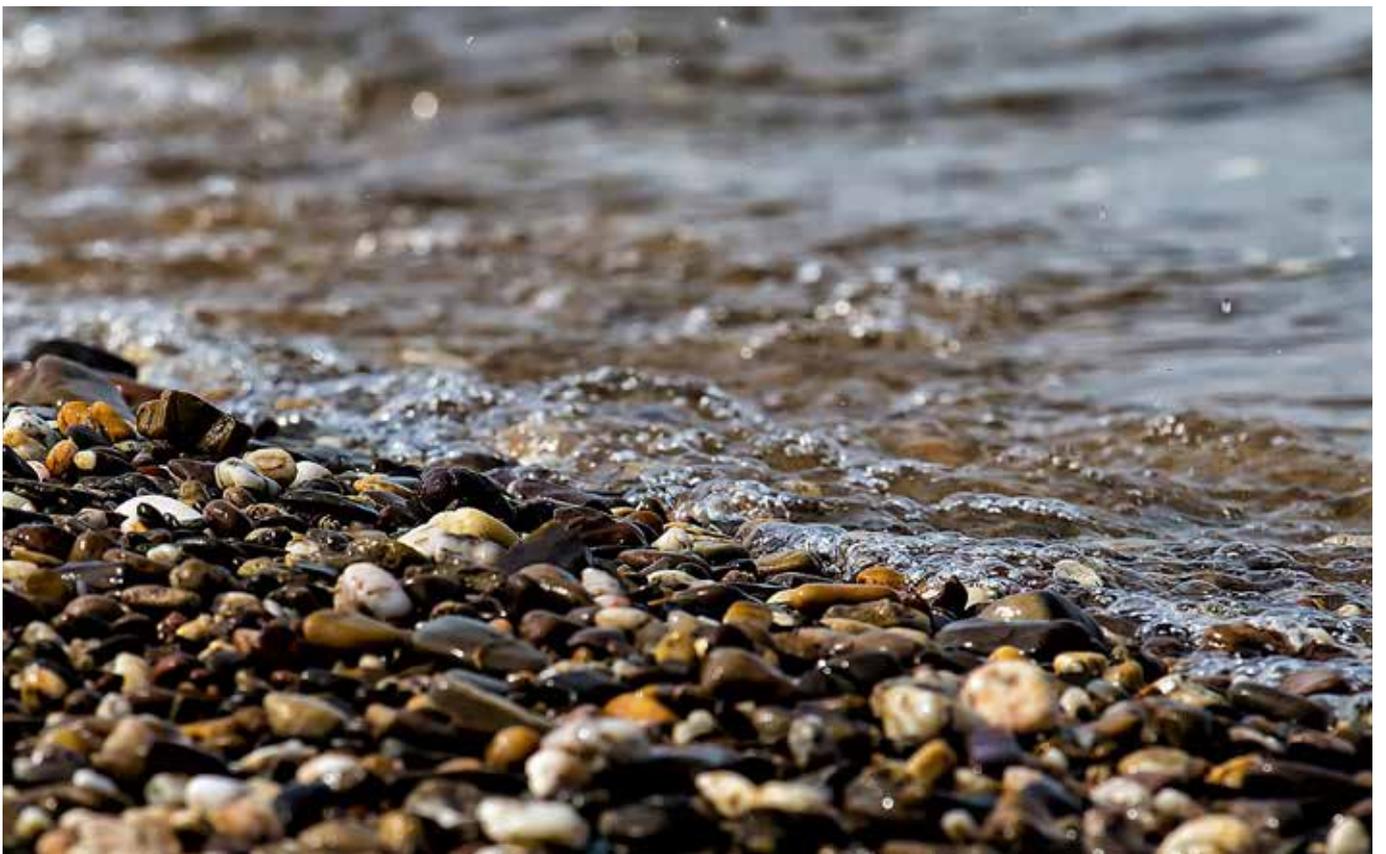
 01453 549911

 [enquiries@bakerhudson.com](mailto:enquiries@bakerhudson.com)

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 [Baker Hudson](https://www.facebook.com/BakerHudson)





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[www.bakerhudson.com](http://www.bakerhudson.com)

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Baker Hudson Limited is authorised and regulated by the Financial Conduct Authority (FCA). You can find further details on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) using reference number 209534. You can also contact the FCA at 12 Endeavour Square, London, E20 1JN or telephone 0800 111 6768.

Baker Hudson Limited's registered address is 10 Parsonage Street, Dursley, Gloucester, GL11 4EA. Telephone number 01453 541199.