Farley & Thompson
STOCKBROKERS AND INVESTMENT MANAGERS

Regulatory Documentation Amendments (minor)

Section 24 of our Terms & Conditions states that the governing rules from our regulatory body, the FCA, are subject to continual change, sometimes requiring amendments to our terms and conditions of business. We may change these terms at any time and you agree to accept from us reasonable one way amendments to these agreements which are necessary for compliance with the rules. We may notify you of a change by email, in writing or we may place a notice on our website. Where we make a major change we will provide you with revised terms and conditions. No amendment will affect any outstanding transaction or any rights or obligations that may already have arisen.

The below is a running list of amendments to our Terms & Conditions of Business and other regulatory documentation. Our current Terms & Conditions are dated 2026 and a full copy is available on the website.

10/08/2018
Document: Privacy Notice
Section: 4 How we collect and use personal data
Amendment: Additional text and insert of link to Privacy Notice of third party credit reference agency.

04/03/2019
Document: Privacy Notice
Section: 4 How we collect and use personal data
Amendment: new link to credit reference agency's privacy notice.

30/09/20
Document: Terms & Conditions
Section: 12 Charges
Amendment: Additional text that we charge fees for discretionary management and advisory and ISA services on all assets held, including cash. This is no change to previous practice but explicitly references that cash is an asset.

30/09/20
Document: Terms & Conditions
Section: 16 Nominee Clients – Protection of Client Money/Assets
Amendment: New text for inclusion of Segregated accounts in CREST and default of pooled account.

2021
Document: Conflicts of Interest Policy
Section: Gifts, Hospitality and other Inducements
Amendment: gifts or hospitality exceeding £50 in value is recorded in a register to ensure that they do not influence strategic decision making.

2023
Documents: Terms & Conditions, Privacy Policy, Engagement Policy, Order Execution Policy
These documents were reviewed and updated as part of the Consumer Duty Implementation Plan.

2024
Document: Terms & Conditions
Section: 11 Our charges
Amendment: exclusion of cash from the custody charge.
Text: We will levy a custody charge for our Discretionary and Advisory portfolio management services, our Custody Plus service, and our Advisory Dealing service on all assets held in our nominee, excluding cash. The custody charge is not subject to VAT.

2024
Document: Terms & Conditions
Section: 22 Privacy and data protection
Amendment: processing of Special Category Data.
Text: We are permitted to process Special Category Data without your consent in so far as it is necessary for us to discharge our regulatory obligations in respect of vulnerable customers.

2024
Document: Terms & Conditions
Section: 15 Looking after your assets and money
Amendment: revised text removing association with the Lloyds Bank base rate.
Text: We will pay interest on any credit balances held with us at a rate of 1% below the Lloyds Bank rate paid to the Firm. Interest is calculated daily and credited every three months in arrears. Interest earned is credited gross.

2025
Document: Terms & Conditions
Section: 27 Supplementary terms of Individual Savings Accounts (ISAs)
Amendment: revised text under Investments, dividends and cash.
Text: You may also elect to receive other statutory information and attend to vote at shareholder meetings.

2026
Document: Terms & Conditions
Sections: 4, 8, 11, 16, 24
Amendment: minor revisions to text.

2026
Document: Terms & Conditions
Section: 5 Client identification, third party authority and anti-money laundering
Amendment: revised text. Inclusion of reference to nominated bank account.
Text: We will therefore ask you for evidence of your nominated bank account.

2026
Document: Terms & Conditions
Section: 12 Dealing for you
Amendment: revised text.
Text: Instructions sent by email are at your own risk and may not be reviewed and acted upon in a timely manner.

Text: The official record of a transaction is given in the form of a ‘trade confirmation’ in a durable medium which will be sent promptly by post or email notification and not later than the business day following the day the transaction was executed, or the business day after we receive pricing information.

2026
Document: Terms & Conditions
Section: 17 Your responsibilities
Amendment: revised text.
Text: You agree to notify us in writing if there are any changes to your personal circumstances, investment objectives or financial situation. If you inform us of a change to your address or bank account details, you agree to provide updated proof of address or proof of your nominated bank account, as applicable.

2026
Document: Terms & Conditions
New Section: 28 Third-Party legal disclaimer – Morningstar (relating to Discretionary Portfolio benchmarks)
Text: The Morningstar indexes are the exclusive property of Morningstar, Inc. Morningstar, Inc its affiliates and subsidiaries, its direct and indirect information providers and any other third party involved in, or related to, compiling, disseminating, computing or creating any Morningstar Index (collectively “Morningstar Parties”) do not guarantee the accuracy, completeness and/or timeliness of the Morningstar Indexes or any data included therein and shall have no liability for any errors, omissions, or interruptions therein. None of the Morningstar Parties make any representation or warranty, express or implied, as to the results to be obtained from the use of the Morningstar Indexes or any data included therein.

2026
Document: Terms & Conditions
Section: 13 Obtaining Best execution
Amendment: revised text.
Text: The firm is required to take all sufficient steps to obtain the best possible result for clients when executing, transmitting, or placing orders. In doing so, we consider price, costs, speed, likelihood of execution and settlement, size, nature and any other factor relevant to the execution of the order. The relative importance of these factors will depend on the characteristics of the client, the order, the financial instrument concerned and our execution arrangements.

We monitor the effectiveness of our execution arrangements on an ongoing basis to ensure they continue to deliver the best possible result for clients and assess whether any changes are required.

Our primary source of liquidity is FCA-authorised market makers connected to the Retail Service Provider (RSP) network. We are satisfied that these arrangements enable us to obtain the best possible result for clients on a consistent basis. For most retail clients, best execution will generally be driven by achieving the best available price, as most orders are standard in terms of instrument, size, settlement period and nature. Where a client provides specific instructions in relation to an order, we will follow those instructions and will be seemed to have satisfied our best execution obligations to the extent that those instructions relate to the execution of the order. Where orders are executed manually rather than electronically, we assess the fairness of the proposed price by reference to relevant market data and other available pricing information.