

# About our Services

**This is an important document, so please read it carefully.**

It explains the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities.

It also explains some of your responsibilities in using our services.

## 1 About us

- Harbour Rock Capital Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registration number is 754580. Pension Access is a trading name of Harbour Rock Capital.
- We are based at Affinity House, Beaufort Court, Medway City Estate, Rochester ME2 4FD.
- You can contact us on **0800 304 7600** or **[adviseme@harbourrockcapital.co.uk](mailto:adviseme@harbourrockcapital.co.uk)**
- The FCA is based at 12 Endeavour Square, London E20 1JN.
- Our registration can be verified by calling the FCA on 0800 111 6768 or by checking the FCA Register online at **[register.fca.org.uk](https://register.fca.org.uk)**

## 2 What services do we offer?

We offer focused advice specifically on your pension needs and objectives. We do not offer advice on any other areas of financial planning.

This includes consideration of all your existing pension products and pension funds held at the point of review.

We offer pensions advice in two areas:

### 2.1. Pension access

This service is suitable for people who are interested in releasing a lump sum or regular income from their pension arrangements.

- We will advise you on the benefits and drawbacks of accessing your pension benefits, and on the types of products you can use to do so.
- This includes advice on how to take benefits from your existing pension arrangements, if suitable, or a recommendation that you do not take benefits at all because of the impact on your long-term retirement.
- Where relevant, we will also provide advice on a suitable pension product for any remaining pension funds and where and how they are invested, constructing a suitable investment portfolio for you.
- Our recommendations may include arrangements that facilitate our discretionary investment management service or our ongoing advisory service (please see section 3 for more information on these services). It will depend on your circumstances.
- Our portfolios are constructed using pooled investments where lots of different people pool their money together to make larger investments into different types of assets, such as shares, bonds, property, and cash. These includes collective investment funds and pension funds.

As well as advising, we also undertake all the work to arrange transactions for you.

## 2.2. Pension switch

This service is suitable for people who are interested in reviewing their existing defined contribution pension arrangements.

- We will advise you on the merits and any drawbacks of your existing pension arrangements.
- We may advise you to restructure the investments within your existing pension arrangements, to transfer some or all your existing pension arrangements to new schemes with suitable investments or to keep your pension arrangements as they are.
- Our recommendations may include arrangements that facilitate our discretionary investment management service or our ongoing advisory service (please see section 3 for more information on these services). It will depend on your circumstances.
- Our portfolios are constructed using pooled investments where lots of different people pool their money together to make larger investments into different types of assets, such as shares, bonds, property, and cash. These includes collective investment funds and pension funds.

As well as advising, we also undertake all the work to arrange transactions for you.

Note that we do not offer this service for defined benefit pension arrangements due to the valuable guaranteed benefits that they offer.

## 3 Ongoing reviews

- It is important to keep pension products and their investments under periodic review to ensure they remain suitable for you.
- For pension products, it is particularly important that you keep income levels and investment performance under review to ensure you remain on track to meet your retirement plans.
- Where you take our ongoing review service, every year, we will review the provider and investment funds of your pension and provide you with a review pack detailing the current status of your portfolio and any recommended changes.
- Where possible, our ongoing review service combines ongoing advice on your investment arrangements and annual reviews of your portfolio with an additional discretionary management element to make our service efficient for you.
- With the discretionary management element of the service, we can manage your investments on an ongoing basis making changes when needed without asking for your permission each time. These changes consist of rebalancing the investments in your portfolio or investing in new investment funds based on our investment committee's research.
- Where discretionary arrangements are not available, we will operate a pure advisory service; here we will review your portfolio at least every twelve months, recommend the changes we believe necessary and await your instructions before implementing them.

## 4 How we select products and funds

- Our advice is restricted, which means that the financial products and investment funds we recommend will be limited to a range from our designated panel, which includes Prism Investments Limited, an associated company.
- We have used our knowledge, experience, and market strength to negotiate preferential terms on some of these financial products with product providers and to create a range of pension fund solutions suitable for the needs of our clients. A detailed list of products and product providers on our panel is available on our website or on request.
- If we cannot meet your needs from our panel, we will broaden our research to other products, product providers and investment funds.
- Our panel does not apply to annuity products, the selection of which is based on a fair analysis of the whole market.
- We may receive certain non-monetary benefits from some product providers, which are used to enhance the quality of service we provide to you. This year we expect to receive in total 50 hours' worth of training from some or all these firms. Other benefits we may receive include access to technical services or the supply of product literature.
- Further information regarding any of our policies and arrangements is available on request.

## 5 Client categorisation

During all our dealings with you, we will treat you as a retail client – this is the FCA category of client providing the highest level of protection under the UK regulatory system.

## 6 Risks

- Taking money from your pension early is not suitable for everyone. The money can only be spent once, and taking money now means you will have less to live on in retirement in the future.
- Defined benefit pension schemes offer the valuable guarantee of an income for life, which increases each year to protect against inflation. This guarantee will be lost if you choose to transfer away to take benefits early. Unless there is a very strong reason to do so, we will normally recommend that you do not take benefits early from a defined benefit pension scheme.
- Some existing pension plans and other products you may have may also contain valuable guarantees and benefits that could be lost on transferring. Unless there is a strong reason to do so, we will normally recommend that you do not give up any valuable guarantees and benefits you may have.
- There may be penalties for accessing or transferring your existing pension arrangements and/or the transfer value on offer may not represent good value for the benefits being given up.
- There may be tax consequences of transferring from or encashing existing pension arrangements, or of accessing benefits from your pension. You should check these carefully and make sure you understand them in full before making any decisions.
- The tax treatment of pensions (and any other financial product or investment fund) is subject to change, as are the rates and bases of taxation. Tax treatment will depend on your circumstances, which may also change over time.
- Most of the investment solutions we recommend should be viewed as medium-to-longer term investments. This includes pooled investments which typically invest in the shares and/or bonds of a wide variety of companies. Their value can fall as well as rise depending on market conditions, and returns are not guaranteed.

## 7 What if something goes wrong?

We try to make sure that our services meet your needs, but sometimes things do go wrong. If you need to make a complaint, please contact us:

- **In writing:** to the Complaints Department, Harbour Rock Capital Limited, Affinity House, Beaufort Court, Medway City Estate, Rochester ME2 4FD.
- **By phone:** 0800 304 7600
- **By email:** [letusknow@harbourrockcapital.co.uk](mailto:letusknow@harbourrockcapital.co.uk)

If we cannot settle your complaint between us, you may be entitled to refer it to the Financial Ombudsman Service.

## **8 Are we covered by the Financial Services Compensation Scheme (FSCS)?**

- Yes, we are covered by the FSCS.
- You may be entitled to compensation from the scheme if we cannot meet our obligations. Most types of pension and investment businesses are covered 100% up to £85,000.
- Further information about compensation scheme arrangements is available from the FSCS ([fscs.org.uk](https://www.fscs.org.uk)).

## **8 What are our charges?**

Our charges depend on the service you engage, the complexity of our advice and the types of pension arrangement you already have. There are a specific set of rules around providing advice on defined benefit pension transfers, which are detailed in the next section.

We will review your pension arrangements without obligation. You will only be liable to pay our charges if you decide to go ahead with our advice – whether you do so with us or implement our advice with someone else. All our fees are calculated at the time of advice.

When our charges are due, we will take them directly from your pension product where possible unless you instruct us otherwise. If we cannot take them direct, or you instruct us not to, then we will raise an invoice which is payable within 30 days.

Investment and pension products have their own charges. These will be explained in our reports and other documents we provide when delivering our services to you.

We will confirm the actual rate we will charge in writing before beginning work. For your reference, please see the following pages for examples of our charges:

## 9.1. Pension access charges

Service	Initial charge %	Ongoing commitment																							
Review of your pension arrangements	For annuities: <ul style="list-style-type: none"> <li>• <b>Standard</b> – 2%</li> <li>• <b>Fixed term</b> – 2.5%</li> <li>• <b>Enhanced</b> – 5%</li> </ul>	None None None																							
	For pension access we calculate our adviser fee at the time of advice based on the following scale: <table border="1"> <thead> <tr> <th>Pot value</th> <th>DC schemes<sup>1</sup></th> <th>DB schemes<sup>2</sup></th> </tr> </thead> <tbody> <tr> <td>First £30k</td> <td>7%</td> <td>7%</td> </tr> <tr> <td>£30k-£40k</td> <td>6%</td> <td>7%</td> </tr> <tr> <td>£40k-£50k</td> <td>5%</td> <td>7%</td> </tr> <tr> <td>£50k-£100k</td> <td>4%</td> <td>6%</td> </tr> <tr> <td>£100k-£150k</td> <td>3.5%</td> <td>5%</td> </tr> <tr> <td>£150k-£350k</td> <td>3%</td> <td>5%</td> </tr> <tr> <td>Over £350k</td> <td>0%</td> <td>0%</td> </tr> </tbody> </table>	Pot value	DC schemes <sup>1</sup>	DB schemes <sup>2</sup>	First £30k	7%	7%	£30k-£40k	6%	7%	£40k-£50k	5%	7%	£50k-£100k	4%	6%	£100k-£150k	3.5%	5%	£150k-£350k	3%	5%	Over £350k	0%	0%
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## 9.2. Pension switch charges

Service	Initial charge %	Ongoing commitment
Review of your existing pension arrangements	We calculate our fee for pension switch advice at the time of advice based on: <p>3% of the value of your pot:</p> <ul style="list-style-type: none"> <li>• Minimum fee of £500</li> <li>• Maximum fee of £2,500</li> </ul>	1% per annum for our ongoing review service
Setting up a new regular contribution pension	50% of the first year's net contribution	

The total ongoing charges, including our ongoing review service, is expected to be in the region of 1.3% per year. This allows for 0.2% per year platform charges and 0.1% per year underlying portfolio costs.

The ongoing review service charge of 1% will be deducted from your pension at a rate of 1/12 of 1% each month and can be removed at any time (and we will no longer provide you with any ongoing reviews).

<sup>1</sup> Defined contribution (DC) schemes are so called because the contributions you make are defined. The pension benefits you can access from 55 (57 from April 2028) are dependent on the value of these contributions and, crucially, the performance of your investments. Personal pensions are DC schemes.

<sup>2</sup> Defined benefit (DB) schemes are so called because the benefits you receive on retirement are already defined. In theory, you don't have to worry about how the investments are managed as you have been promised a certain level of income regardless. Final salary pensions are DB schemes. For information on the charging basis of DB schemes please refer to defined benefit charging on the next page.

## 10 Defined benefit transfer advice charging

There are specific rules that apply to charging for defined benefit pension transfer advice that have been implemented by the government and the FCA. Full advice is required before transferring any defined benefit scheme valued at over £30,000.

For full advice regarding a defined benefit scheme, the rules state that our advice charge is payable regardless of whether our recommendation is to transfer or not and whether you decide to take our advice or not. In short, you will normally have to pay for defined benefit pension transfer advice regardless of its outcome.

If, after receiving our advice, you wish to transfer your defined benefit pension, we can arrange for our fee to be deducted from your pension fund on transfer. If a transfer is not recommended or facilitated, our advice fee is payable regardless; we will send you an invoice for our services which is payable within 30 days.

In certain circumstances, the FCA's rules allow us to make an exception to this and offer full advice on a defined benefit scheme on a contingent charging basis. This means we will only charge a fee if you proceed to transfer your pension after receiving our advice. If we recommend you do not proceed or you do not follow our recommendation to transfer, there is no fee to pay.

To be eligible for this exception we must be satisfied that you are unable to pay for full defined benefit pension transfer advice without using funds that are not reasonably available, and you are either:

- Suffering from serious ill health, or
- Experiencing serious financial difficulty (or likely would be if you had to pay for full advice) and would be able to access your pension fund immediately after the transfer has taken place.

To qualify for this exception, you will be required to provide us with supporting evidence before we provide you with full advice on this basis. Examples of the kinds of supporting evidence we may require include credit reports, bank and credit card statements, health records or appointment letters.

## 10 Abridged defined benefit transfer advice

Before you commit to full defined benefit pension transfer advice, we can provide you with a no obligation review of your defined benefit pension scheme called abridged advice.

Abridged advice is a shortened form of advice based on the information you have provided to us; we do not complete any analysis on your current scheme(s) as part of the process. Abridged advice is not full advice and can only result in two outcomes:

- 1) a recommendation not to transfer your pension, or
- 2) that it is unclear whether you would benefit from a transfer based on the information collected.

As such, this form of advice cannot result in a recommendation to transfer or a transfer itself as this will require full advice.

Following abridged advice, you can choose to accept our recommendation or proceed to receive our full advice. Our full advice service is subject to our adviser charging structure detailed above and is payable regardless of whether the recommendation is to transfer or not.



## 11 Charging examples

### 11.1. Example 1

Pension access advice on a DC pension scheme of £60,000

First £30,000 @ 7%	£2,100
Next £10,000 @ 6%	£600
Next £10,000 @ 5%	£500
Next £10,000 @ 4%	£400
<b>Total</b>	<b>£3,600</b>

Client takes 25% tax-free cash leaving a residual fund of £41,400 after deduction of our fee.

Ongoing review service charge of 1% = £414 per annum deducted as £34.50 per month.

In reality, the value of the pension would go up and down, and this fluctuation would be reflected in the amount debited from your pension each month.

### 11.2. Example 2

Pension access advice on a DB pension scheme of £100,000

First £50,000 @ 7%	£3,500
Next £50,000 @ 6%	£3,000
<b>Total</b>	<b>£6,500</b>

Client takes 25% tax-free cash leaving a residual fund of £68,500 after deduction of our fee.

Ongoing review service charge of 1% = £685 per annum deducted as £57.08 per month.

### 11.3. Example 3

Pension switch advice on a DC pension scheme of £50,000

£50,000 @ 3%	£1,500
<b>Total</b>	<b>£1,500</b>

Residual fund of £48,500 after deduction of our fee.

Ongoing review service charge of 1% = £485 per annum deducted as £40.42 per month.

## 12 General terms and conditions

These general terms and conditions along with the remainder of this document form the entire basis of our contract with you (the “**Terms**”).

These Terms take effect from when we first conduct any work on your behalf, save for clause 12.5, which takes effect when you sign an investment management agreement with us.

By continuing with our services, you accept the Terms and agree to be bound by them. These Terms continue in force until you cease to use these services, we terminate the relationship at our absolute discretion or until they are superseded by any updated terms.

### 12.1. Governing law and commencement

These Terms are governed by and shall be read and understood in accordance with English law.

### 12.2. Communications

We will normally communicate with you by post, telephone, and email or via our own electronic messaging systems. This may include proactive communication. If you would prefer not to receive communications by any of these methods, please notify us.

Pension Access will consider that any communication that has been properly sent and correctly addressed has been received by you, unless notified otherwise.

Whilst we may communicate with each other via electronic means (e.g. email), which sometimes involves attaching further electronic data, this is never completely secure. By consenting to this method of communication we and you accept the inherent risks of unauthorised access, interception or corruption and the risks of viruses or other harmful devices, although we and you will be responsible for having reasonable virus checking procedures on our systems.

Certain items, such as policy documents, will ordinarily be sent by post. Please note that we cannot be held responsible for the reliability or otherwise of the Royal Mail.

We will record telephone and other electronic conversations for legal, regulatory, and training requirements.

All communication will be in the English language only.

### 12.3. Instructions

We will only accept instructions communicated to us by you. We cannot accept instructions communicated to us by third parties unless required by law.

We may allow you to act as an insistent client. An insistent client is a client who has received our advice, has decided to enter into a transaction that is different from what we have recommended and has asked us to facilitate that different transaction.

We reserve the right, however, not to implement instructions where we consider that they may cause foreseeable harm. For example, if we have advised you not to transfer a defined benefit pension scheme because of material risks or losses and you ask us to facilitate the transfer anyway, we may refuse to do so.

### 12.4. Scope of services

We provide a range of services as described in Section 2.

Where you approach us with a view to receiving advice on releasing benefits from your pension or reviewing an existing pension arrangement, our advice will focus only on that. It will not address other needs you might have.

Our advice will be restricted, as described in Section 3.

We offer our services to UK residents only. If you move outside of the UK and are no longer a UK resident, we will not be able to continue providing our services to you.

### **12.5. Discretionary investment management**

We provide our ongoing review service on either an advisory basis with a discretionary management element or on a pure advisory basis.

Where our service includes discretionary management, we will provide you with an investment management agreement before the service commences. We may subsequently issue you with a revised investment management agreement that will take effect in at least ten days' time.

Where our service includes discretionary management, we will carry out transactions on your behalf without reference to you and we shall have full authority to determine sales and purchases of investments. This means that we shall have full discretion on the value of any one investment and the proportion of the portfolio of which any one investment or kind of investment may constitute.

We will be the manager of your portfolio. We will use our best endeavours to manage your portfolio in accordance with your stated investment objectives, as recorded in your suitability report or subsequent communications between us.

We will, however, only make a recommendation to buy, or make a discretionary decision to purchase, the types of financial instrument set out in the investment management agreement.

### **12.6. Custody of your investments**

We do not hold or handle client money.

We utilise the services of our designated product providers and platforms to provide nominee services and safekeeping of client assets.

We review our choice of service provider from time-to-time. We therefore reserve the right to change this where we believe this is in the interests of our clients generally and to require your consent to such a change as a condition for continuity of that service.

### **12.7. Realisation of your investments**

We may sell or convert any assets held on your behalf in any account to generate (realise) cash to discharge any obligations you have that arises from investment business conducted by us, which includes the payment of our fees. We may exercise this right without further notice to you.

Where the services of our designated platforms are utilised, you confirm that in the event of that platform not receiving cash or securities when due, in respect of any transaction which we are to settle or carry out (execute), or in the event of you or us not taking all necessary steps to secure the due and prompt execution and settlement to any such transaction, we or they may cancel, close out, terminate or reverse all or any contracts. We or they may also sell, charge, pledge or otherwise dispose of any investment held by you at whatever price and in whatever manner, we or they see fit.

### **12.8. Best execution and aggregation**

We pass on (transmit) orders to our designated platforms who in turn carry out (execute) the order. They will take all reasonable steps to obtain the best possible result when handling the execution of the order, considering price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

When executing deals, we and they may combine your order with our own orders and orders of other clients. By combining your orders with those of other clients we must reasonably believe that we will obtain a more favourable result (e.g. lower transaction costs) than if your order had been executed separately. However, on occasions aggregation may result in you obtaining a less favourable price.

In instances where you are transferring the benefits of more than one pension and investing capital, we will only invest your pension funds once all transfers have been received unless otherwise agreed with you.

### **12.9 Our obligations when giving you advice**

We aim to ensure that any advice, pension products or investments funds we recommend (or purchase under discretion) are suitable for you.

This term has a specific meaning within the rules made under the Financial Services and Markets Act (2000) or successor legislation. No statement by the firm or its employees or agents should at any point be construed as extending this obligation.

Specifically, we accept no liability for recommendations not given or for the suitability of investments made by you without a personal recommendation. Nor do we accept responsibility where you act contrary to our recommendation, whether or not we then make a secondary recommendation to accommodate any decision of yours.

Likewise, where we are managing your investments on an agreed basis, it is particularly important that you discuss with us any changes in your personal circumstances, risk profile or investment objectives with us. To understand the potential consequences of not doing so, please see section 12.23.

### **12.10. Execution only services**

Where you choose to proceed on an execution-only basis, to the extent permitted by law, we do not warrant the accuracy of any information produced by third parties and the expression of a house view on a specific investment should not be construed as a personal recommendation that such an investment is suitable for you.

Execution only basis means we would act on your specific instructions only and would not provide advice on the merits of the transaction or assess if it is suitable for you.

### **12.11. Taxation**

We are not tax advisers. It is your responsibility to consult with a professional tax adviser in relation to the management of your tax affairs. We accept no responsibility for any tax consequences.

### **12.12. Referrals and introductions**

We use our best endeavours to verify the credentials of any third party to whom we might introduce you.

We are, however, not responsible for the suitability of any advice given by that party, any act or omission on their part or for the management of such an entity.

### **12.13. Amendments**

We may change these terms from time to time though we will not conduct any business following a material change unless we have given you at least ten business days' notice.

### **12.14. Assignment**

You may not transfer or assign any of your rights (or declare a trust of the benefit of your rights or delegate any of your obligations) under any agreement based on these Terms to any person.

You accept, however, that we may assign our rights as part of a business transfer undertaken for the purpose of continuing the provision of services, including those under any agreement based on these Terms.

### **12.15. Cancellation of transaction**

You can cancel a transaction we have facilitated within the set cancellation period for the product. Cancellation can be made within 30 calendar days for pension products and within 14 calendar days for investment products of the date of confirmation or acknowledgement of application or contract. However, this is subject to the individual product providers contractual cancellation rights stated within their key features and terms and conditions documents.

Cancellation can be made verbally via telephone or in writing via email or post. We do not accept cancellation requests via social media. If we receive notification via post of a request to cancel any products previously agreed to, we will use the date the post is received as part of the allocated 30 calendar days.

If you transferred to another product, your original product provider is not obliged to accept the payment back and any benefits previously accrued in a defined benefits pension scheme may be lost. You may get back less than the amount originally transferred, and you may also have to return any benefits you have taken.

### 12.16. Payment of charges

There are certain circumstances where our charges cannot be taken directly from your pension. In these cases, an invoice will be sent directly to you to pay the charges associated with any product or service we have agreed. Payment should be made within 30 days of the date of our invoice.

If you wish to continue with our services, but our charges remain outstanding, continuation of our service will only be offered upon clearance of the outstanding fee balance in full.

Where our charges remain outstanding you have an obligation to us. Accordingly, we reserve the right to realise your investments, as more particularly described under Clause 12.7.

### 12.17. Termination of services

You can terminate an agreement based on these Terms at any time by giving written notice. We may also terminate these Terms at any time at our absolute discretion.

On termination, you will be liable to pay any of our fees due to the date of termination on a pro-rata basis. Alternatively, we may return to you any of our fees that you have paid in advance.

Terminating this agreement will not affect the completion of any transactions already initiated, and you will still have cancellation rights as specified in section 12.15.

### 12.18. Confidentiality and data protection

We are registered under the Data Protection Act 2018. The Information Commissioner's Office (ICO) is the UK's independent authority regarding data privacy. Our ICO registration number is ZA243640.

You and we agree that we and our associated companies will only use your data in delivering the agreed services to you and ensuring continuity of service. We will only disclose your details to third parties acting on our behalf for service delivery, marketing, data management or technical support in line with the purpose of collecting your data, or where required by law, our regulators or where necessary to register holdings, conclude contracts on your behalf or for debt collection purposes.

To provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case, we will take responsible steps to ensure the privacy of your information.

You are entitled to request access to a copy of the information we hold on you.

For further details on how we use your data and your rights, please refer to our privacy policy, which can be accessed using our website ([www.pensionaccess.co.uk/legal/privacy-and-cookies-policy](http://www.pensionaccess.co.uk/legal/privacy-and-cookies-policy)).

### 12.19. Anti-money laundering

Like all regulated financial services firms, we are required by law to maintain effective systems and controls for combating money laundering and terrorist financing.

We will verify your identity by use of an electronic verification service or by a search with a credit reference agency. To verify your identity, the service or agency will check the details you have supplied us against various databases (public or otherwise) it has access to. This verification check will leave a soft AML footprint on your credit file, which will in no way affect your credit rating.

In addition, we may request sight of further documents as proof of identity (such as a passport) and/or address (such as a recent utility bill).

We may pass information confidentially to the relevant law enforcement authorities and reserve the right to refuse instructions, arrange payments or provide you with services otherwise contracted where, in our own judgement, we believe this is necessary to meet our legal obligations.

#### **12.20. Conflicts of Interest**

If a potential conflict does arise it will be actively managed. We will inform you in this event and obtain your consent to proceed. We maintain a *Conflicts of interest* policy which is available on request.

#### **12.21. Responsibility**

We deliver our services through our systems, business processes, team of people and their collective know-how. You and we agree that we will be solely responsible for any service provided to you and any liability arising from, as a result of, or otherwise in connection with our service provision, (save for where third-party companies provide investment products and services). In dealing with any officer, employee, or agent of this company, you agree to hold harmless any such officer, employee, or agent.

You further agree that any such officer, employee or agent may rely on this provision for Section 1, Contracts (Rights of Third Parties) Act 1999.

#### **12.22. Third party rights**

Save for the provisions in clauses 12.14 and 12.20, neither these Terms nor any agreement based on them create any right under Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to such an agreement.

#### **12.23. Client warranties and indemnity**

You warrant and represent to us that the information you have given to us is accurate and complete and is provided with the knowledge that we shall rely upon it.

If there is a material change in the information you have given to us, you agree to notify us of any such change.

If any information you have given to us is incomplete, inaccurate, or misleading, or you fail to notify us of any material change, we will not be liable or responsible for any loss or damage that is incurred by you because of this.

#### **12.24. Severability**

Where these Terms, any part of them or provision of any agreement founded upon them is frustrated or rendered void, voidable or unenforceable, the remainder shall remain in full force and effect.

#### **12.25. Force majeure**

In the event of a failure, interruption, or delay in the performance of our services due to any circumstances or events which are not reasonably within our control these Terms shall not be breached and we shall not be liable or have any responsibility for any kind of loss or damage suffered by you.



**0800 304 7600**

**[advise@harbourrockcapital.co.uk](mailto:advise@harbourrockcapital.co.uk)**

**[www.pensionaccess.co.uk](http://www.pensionaccess.co.uk)**