

## **TERMS OF BUSINESS FORMING PART OF OUR RETAIL CLIENT AGREEMENT**

1. **Effective date of these terms.** Our Terms of Business (agreement with you) will be effective from the date of receipt of this document but may be amended following any initial interview intended to ascertain your current financial situation, objectives, and attitude to financial risk.
2. **Your status under the regulations.** We provide services to you on the basis that you are a “retail client” for investment business and a “retail customer” for general insurance including term assurances that have no surrender or cash value. If you have comprehensive investment knowledge and experience, we may classify you as a “professional client”. If so a full explanation of what this means will be given you
3. **Who regulates us?** We are regulated as Financial Advisers by the Financial Conduct Authority (FCA) and bound by its rules. All individuals employed by or contracted to this firm to provide investment advice are duly registered by the FCA under this Firm’s membership. You can verify this on the FCA’s Register by visiting the FCA’s website [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FCA on 0845 606 1234.
4. **Your rights under the law.** Nothing in these terms restricts your rights under the Financial Services & Markets Act 2000  
This client agreement shall be construed in accordance with Northern Ireland Law
5. **Services we provide.** We are authorised to provide investment advice and arrange and effect a wide range of financial services and which include investments which can be broadly summarised as: Collective Investments (e.g. Unit Trusts, Investment Trusts and OEICs), ISAs, Life Assurance, Pensions, Bank and Building Society Investments, National Savings Investments and Term Assurance
6. **Facts on which our advice is based.** We will carry out a fact finding exercise to ensure that the advice we give you is suitable. We rely on the facts you give us.
7. **Suitability of investments.** When making an investment recommendation, we will confirm your investment objectives, attitude to risk and any restrictions on the types of investment in which you wish to invest, and ensure that recommendations are suitable for your individual circumstances in our suitability report.
8. **Restrictions on the types of investment you wish to make.** Unless you inform us that there are restrictions (for example investing in tobacco companies) then we shall assume that there are none.
9. **Restrictions on the type of advice we will give you.** We are authorised as an independent adviser and there are no restrictions on the advice we will give you
10. **Commissions and Fees** You will pay fees for our services for advising and arranging investments and commission on non investment advice. We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid.
11. **Trail and fund based fees**  
Where we receive fund based fees this will pay for the review of your investments on a regular basis. The frequency of review will depend, to some extent on the amount of money you have invested through us.
12. **Instructions**  
We will communicate with you in English both verbally and in writing. Normally, we ask clients to give instructions in writing by completing the relevant application form and signing

the appropriate declarations. In respect of Group Personal Pension clients, where the employer partly contributes to the pension we will accept instruction from the employer. Exceptionally we will accept oral instruction provided they are subsequently confirmed in writing

13. **Client Money** WE DO NOT HANDLE CLIENTS' MONEY. We never accept a cheque made out to us (unless it is settlement of charges for which we have sent you a bill) nor handle cash. Further it is important that on any cheque you write you give the payee's name in full and not just its initials or any other short form of the name. We cannot be held responsible for the loss of monies where the payee name is not completed correctly.
14. **UK Money Laundering Regulations** We are obliged to conform to the UK Money Regulations which require financial institutions to verify the identity and place of residence of each investor. We will also request that you inform us how any moneys being invested were obtained. This process may require sight of certain documentation. We will not forward any applications or money to third parties/product providers until our verification requirements have been met. **WE TAKE NO RESPONSIBILITY FOR ANY DELAY IN, OR FAILURE TO, INSURE OR INVEST WHERE MONEY-LAUNDERING VERIFICATION IS OUTSTANDING.** In circumstances where sufficient verification is not received in a timely manner after we have received completed applications, the applications and any cheque will be returned to you without being invested.
15. **Termination of Agreement** Our authority to act on your behalf in accordance with this Agreement can be terminated at any time by either side in writing, without prior notice and without penalty. This will be effective from the date the notification is received. However, if transactions already initiated remain outstanding, the notification will only be effected once these have been completed.
16. **Termination of Fees** If you decide to terminate our agreement you can either inform all the Insurance Companies and Investment Providers to stop paying fees to us, or instruct us to inform them. If you instruct us, we will charge an hourly administration fee as agreed per our RETAIL CLIENT AGREEMENT
17. **Complaints** In the event of a complaint, you should contact the compliance officer at our firm's address. He will acknowledge the issue and send you a copy of our internal complaints procedure. The matter will be investigated in line with our procedures and our findings reported to you. If you are still not happy with the outcome, you then have the right to forward any eligible complaint to the Financial Ombudsman Service and the details on how to do so will be sent to you.
18. **Records** We will, if required by you or your agent, supply copies of contract notes, vouchers and copies of entries in books, records and computerised records relating to you. We undertake to maintain such records for a period of at least six years from the date each transaction is arranged for you.
19. **Conflict of Interests** Occasions can arise where an adviser, member of staff, or one of our other customers will have some form of interest in the business that we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions.
20. **Investments** As intermediaries we never own the investments you buy or transact through us. All investments will be registered in your names unless otherwise agreed in writing. We will forward to you all documents showing ownership of your investments as soon as it is practical after we receive them. Where a number of documents relating to a series of transactions are involved, we may retain each document until the series is completed and then forward them to you. In some cases, the documentation will be sent to you direct from the product provider. We will not hold certificates for any of your investments except on a

temporary basis for fact finding or settlement purposes.

21. **Liability for default by a third party**  
For the avoidance of doubt, we do not accept liability for default by a third party in any transaction or by a third party you authorise to hold money or investments or who is the nominal holder of your registered investments or who holds documents of title or certificates evidencing title to any investments on your behalf.
22. **Safeguards** For your protection, we are licensed by the Office of Fair Trading under the Consumer Credit Act, registered under the Data Protection Act, and authorised and regulated by the Financial Services Authority. We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we, cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Bank Deposits are covered up to £85,000 per person per firm. Most types home finance, term business or investment business are covered for 100% up to a maximum of £50,000. Further information about the compensation arrangements is available from the Financial Services Compensation Scheme. Insurance advising and arranging is covered for 90% of the claim, without an upper limit. Compulsory classes of insurance are covered for 100% of the claim without any upper limit.
23. **Joint and Several Liability** If we are providing services to more than one person then each of you agree to be bound jointly and severally by them and the you are individually responsible for the performance of the obligations of all signatories to this Agreement
24. **Data Protection Information** provided by you may be held, processed, disclosed and used by us, professional advisers and any associated companies in servicing our relationship with you. However, strict confidentiality will be maintained at all times. It is understood that, unless you notify us otherwise, you agree to the storage, use and disclosure of such information. This information may be disclosed to third party product providers in the course of providing our analysis and servicing of our relationship with you. No information will be passed to another party without your prior consent unless we are legally obliged to do so. You also agree that for the purposes described above your data may be transferred to countries outside the European Economic Area (EEA).

We may use and analyse your data, including the nature of your transactions, to provide you with information by post, telephone fax or e-mail to service and update you, as well as informing you of new investment opportunities. However, we will not pass your information to any third party for this purpose