

## TERMS OF BUSINESS LETTER

- 1. This Terms of Business Letter sets out the basis on which we will conduct business with you and on your behalf. It is an important document we would ask that you read it carefully, and if you are unsure of any terms please contact us immediately for an explanation.
- 2. These Terms come into force immediately on issue and remain in force until further notice.
- 3. We are Independent Intermediaries authorised and regulated in the conduct of investment business by the Financial Services Authority 'FSA'. FSA registration number: 232198
- 4. In order to provide you with personal advice and recommendations suitable to your personal and financial circumstances we will undertake a 'Fact Find' to gather the appropriate information. We will then be able to set out clearly your financial objectives.
- 5. On this basis we have classified you in accordance with the FSA rules as a 'Private Customer'.
- 6. Unless you inform us whether there are any restrictions as to the type of investment on which you wish to receive advice we will only provide advice on investments within our authorisation and that we believe are suitable for you. We will not provide any service relating to futures, options or contracts for differences.
- 7. We provide investment advice, and arrange transactions in life assurance, pensions, unit trusts, OEIC's and other collective investment schemes, ISA's, Personal Equity Plans and Financial Planning. We are bound by the rules of the FSA.
- 8. All information furnished by you to us shall be treated as confidential We shall disclose it to third parties (e.g. your other advisers, bankers, investments operators, life offices or other organisations with whom we are negotiating on your behalf) to the extent that we in our absolute discretion, consider necessary or as required by law.

9. We are remunerated by either commission and or Fees. Income from Commissions paid to us in respect of transactions in Life Assurance, PEP/ISA, Unit Trusts and other Regulated Collective Investment Schemes and Investment Trust Companies, shares held in PEP/ISA or regular savings schemes. We shall tell you the amount and the frequency of commission payable to us on any such investments.

If we propose to operate on a fee basis, we will agree its basis, frequency and method with you in writing before we carry out any chargeable work.

If a monthly retainer fee is proposed, this is based on the level of work to cover the coming twelve months. This amount will be reviewed each year

We require our clients to give us instructions in writing to avoid possible disputes.

- 10. For your protection **WE DO NOT HANDLE CLIENT'S MONEY**. We never accept a cheque made out to us (unless it's a cheque in settlement of charges or disbursements for which we have sent you an invoice) or handle cash.
- 11. We will make arrangements for all your investments to be registered in your name unless you have instructed us otherwise in writing.
- 12. We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them, where a number of documents relating to a series of transactions are involved, we will normally hold each document until the series is complete and then forward them to you.
- 13. CANCELLATION RIGHTS. You will not have any cancellation rights for ISA's and PEP's which are not invested in packaged products. Neither for execution only transactions in authorised unit trusts whether or not in an ISA or PEP.
- 14. Unless you specifically request otherwise we may telephone or visit you during normal social hours to offer you further advice or inform you of products and services in which you may be interested.
- We offer independent financial advice, but occasions can arise where we, or one of our other customers, will have some form of interest in business which 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 in writing before we carry out your instructions. There may be occasions when we will be unable to act for one of the parties.

- 16. Non readily realisable investments will generally have a restricted market, and therefore it may be difficult to deal in that investment or to obtain reliable information about its value. The value of investments may go down as well as up, and you may not get back the amount invested. Levels of income from investments may fluctuate, and/or affect the capital value of the investment.
- 17. If you should have any complaint about the advice you receive or a product you have bought please write to the Compliance Officer at 20 Sherbourne Place, The Chase, Stanmore, HA7 3UH. Your complaint will be investigated in accordance with the firm's complaints handling procedure, a copy of which will be supplied to you. If you are not happy with the way we have carried out our investigation or the result you will be entitled to complain directly to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR, Tel: 0207 676 1000.
- 18. If you make a valid claim against this firm in respect of investments we arranged for you to buy or sell and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme Ltd for awards up to £48,000. Details of the cover provided by this scheme are given in a leaflet which we will send you at your request. Further information is available from the FSA or the Compensation Scheme.
- 19. You, or we, may terminate our authority to act on your behalf at any time, without prejudice to the completion of any transactions already initiated, and without penalty. Notice of this termination must be given in writing.
- 20. When we have arranged any investments for you we will not give you further advice unless you request it, but will be glad to advise you at any time you ask us to do so.
- We are registered under the Data Protection Act 1998. It is understood that we keep personal and financial information with regard to your circumstances on file (electronic and/or paper based) as required to be able to advise you as to your investment needs. We confirm that this information was correct at the time it was obtained from you. We confirm that this information will not be used, or transferred by us to any other firm or company, other than for the completion of the transactions agreed.

We confirm that we cannot be held responsible for the information held on your file becoming inaccurate due to your change of circumstances if you fail to inform us of those changes.

22. To comply with the terms of the consumer Credit Act 1974 you hereby authorise us to negotiate mortgages, loans an/or overdrafts on your behalf. Any such negotiations will not involve you in any obligation to accept any offer made.

- 23. We keep records of your business transactions for at least six years.
- 24. Where we are required to verify your identity in accordance with the proceeds of Crime Act and the Money Laundering Regulations, no investment will be made until such verification has been obtained.
- 25. If we arrange for you to effect a life policy from which we receive commission and subsequently you cease to pay premiums, which results in us refunding the commission that has been paid to us, we reserve the right to charge you a cancellation fee to recompense us for the time spent in advising you and arranging the policy.

We shall not charge any fee if you exercise your right to cancel the policy in accordance with the cancellation notice sent to you by the product provider

I understand and consent to the above terms and I hereby authorise Bluestone Asset Management Ltd to pass information on a confidential basis when warranted to such authorised companies:

Signed by or on behalf of Client
Signature:
Name:
Date:
Signed by <b>or on behalf of Bluestone Asset Management Ltd</b>
Signature:
Name: