

TERMS OF BUSINESS LETTER



Simmonds Ford Limited is authorised and regulated by the Financial Services Authority (FSA) and is bound by their rules.

SERVICES PROVIDED. We are INDEPENDENT ADVISERS and advise on and arrange insurance policies, pension plans, investments in collective investment schemes, Unit Trusts, PEP'S and ISA's, term assurance, medical insurance and health insurance.

When we have arranged any investments for which you have given instructions, we will not give you any further advice unless you ask us to, we will however be glad to provide further advice if required. Advice given is based on legislation which is current at that time. We cannot be held responsible for any future changes in legislation which may impact on this advice and the financial planning recommended.

We require our clients to instruct us in writing, but we will accept verbal instructions at our discretion, but these need confirmation in writing.

You will be classed as a Private Customer unless we inform you otherwise. This Terms of Business letter is effective from the date you receive it from us.

All money belonging to clients is held in a separate client account that is identified as a trust account. All client money is segregated from the funds belonging to Simmonds Ford limited.

If we receive money from you for investment we will hold it in our client account until we make payment on your behalf for the investments you have agreed to buy. If we receive money payable to you, we will forward it you at the latest address we have for you by crossed cheque or, if you have given us details of your bank account and so request, to that account at your bank by BACS transfer. We will pay you interest on the balance standing to your credit on our client account in accordance with The Financial Services Authority (client money) regulations, which require us to calculate interest at a reasonable rate and pay it to you if it exceeds a specified minimum. Subject to any relevant tax legislation, interest will be paid after deduction of tax.

The firm is a member of the IFAlliance Ltd which is an affiliation of experienced and professional IFA firms who have come together to share ideas and resources. The IFAlliance Ltd is also committed to designing and marketing innovative financial products to meet the ever changing needs of their clients. The IFAlliance Ltd members currently own the shareholding of the Liberation OEIC.

INVESTMENT OBJECTIVES AND LIMITS. As Independent Financial Advisers (IFA's), we will always provide advice, which is in line with your needs. Once we have provided you with this Terms of Business Letter, an Initial Disclosure Document and a Menu of services, we will review your current circumstances, investment objectives and risk (which we will record in our files) and produce a Suitability letter to confirm the advice given. If you wish to place any limits on the markets or products you wish us to review when providing advice, please ensure you make us aware of this as soon as possible, otherwise we will assume that this is not a requirement.

Please note that we will confirm any risks associated with the product we have advised you on, within the Suitability letter.

All investments will be in your name unless you first agree in writing and we will send you any documents as soon as possible after we receive them.

THIRD-PARTY INTERESTS. We offer independent advice, but occasions can arise where either ourselves, or one of our other customers will have some form of interest in the business, which we transact for you. If this happens or we become aware of that interest, or those interests of one of our customers conflict with your interests, we will tell you in writing and obtain your consent before we carry out your instructions.

TERMINATION OR AMENDMENT. You can end our authority to act on your behalf in writing, without penalty by either party and without prejudice. You may however be liable to pay for any transactions made immediately before the cancellation, or any unpaid fee invoices.

If we decide to amend our terms of business letter, we will advise you and give at least 10 business days notice of the amendments made if we are transacting business for you then. Otherwise we will provide you with an amended version next time we complete any transactions or provide you with any advice.

PAYMENT TERMS. As IFAs we offer a number of ways which our clients can choose from regarding our remuneration. This detail is contained within the Initial Disclosure Document and Menu of services we have provided to you along with this Terms of Business letter. We reserve the right to share commission or fees with third-party Introducers It will be the responsibility of said Introducers to tell you if this is to happen.

CANCELLATION TERMS. With most contracts we advise on, if the client decides to cancel the policy within the first four years of the term, we must rebate the commission paid to us. If we have to repay any commission we reserve the right to charge you a fee, which will represent the rebate we have paid. There will be no charge if you exercise your right to cancel under the cancellation notice provided by the relevant life company.

MONEY LAUNDERING. We need to verify your identity in accordance with the Anti-Money Laundering regulations and we will not make an investment until the necessary documentation has been obtained.

COMPLAINTS. Please refer to the Initial Disclosure Document for further guidance on making a complaint.

COMPENSATION. The Financial Services Compensation Scheme covers us, which means that you may get compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. The scheme covers most types of investment business for 100% of the first £30,000 and 90% of the next £20,000, so the maximum compensation is £48,000. Further information about compensation arrangements is available from the Financial Services Compensation Scheme

We hold Professional Indemnity Insurance for your protection.

RIGHT TO WITHDRAW. If you are investing into products such as ISA's, PEP's or non-packaged products, we will tell you in writing of either the cancellation period relevant to that investment, or confirmation that a cancellation period does not apply.

YOUR PERSONAL INFORMATION AND DISCLOSURE OF THE DATA. You or your appointed agent can inspect documents solely about your investments, we reserve the right to provide copies where the original documents would allow access to information of other clients transactions. We will keep our records for a minimum of six years, or longer as needed by our regulators. If you are not happy with this arrangement and wish us to dispose of the information earlier you need to inform us of this in writing.

You understand that we keep personal and financial information about your circumstances on file (both electronic and paper based), to enable us to advise you about your investment needs. We confirm the information was correct at the time we obtained it from you. We confirm that we will not transfer this information to any other firm or company without your consent. If you change your circumstances and fail to tell us, we cannot be responsible for the information held on your file becoming inaccurate. To advise you properly, we must get certain information from you about your personal and financial circumstances to assess the relevance of particular products or services. We will need to get and keep certain other records. We need your express consent to hold and keep these records for as long as you remain a client of this company.

- 1) You agree that we can hold information about you on computer and paper files for an indefinite time.
- 2) You agree that we can disclose any information we hold or gather to:
 - a) Third parties (product providers or credit agencies) for assessing your application.
 - b) Our Regulators (mainly the Financial Services Authority who have the legal right to examine all our records).
 - c) Our Compliance Consultants who help us comply with the various legislation and rules. This disclosure can be in any format needed such as e-mail or fax or in writing.

We would not supply or make available to unconnected parties any information without your prior express permission.

3) You agree that we may use the information that we hold about you to contact you from time to time via post, E-mail, fax or telephone to bring to your attention products, services or information about your existing contracts which may be of benefit to you. You may refuse this permission by putting an **X** in the following box.

4) You understand that you may withdraw the consent given by you at any time in writing.

You confirm receipt of the Terms of Business Letter, Menu of charges and Initial Disclosure Document and that we have explained to you, in brief, the Data Protection Act and have chosen to pay for the advice by

- FEE
- FEE & COMMISSION
- COMMISSION

(Tick the box for the method you have chosen)

Client Signature _____ Date _____

Client Signature _____ Date _____

Advisor Date