

# TERMS OF BUSINESS

## 1. COMMENCEMENT DATE

This Terms of Business comes into effect on the date you receive it from us.

## 2. OUR FIRM

H.J.Scott & Co. of 15 Chorley New Road, Bolton, Lancashire. BL1 4QR. (referred to as "we" or "us" in this document)  
We are authorised and regulated by the Financial Services Authority (FSA). Our firm reference number is 228968.

## 3. OUR SERVICES TO YOU

We offer you independent financial advice based solely on the information provided by you, and as we are not tied to any insurance company, we are able to survey the whole market in order to find the most suitable product for you and can advise you on the products of different companies.

We shall only ever recommend a course of action if we believe it to be suitable for you. If you want to restrict the area of advice, you can confirm this at the first interview or at any time.

Otherwise, we can advise on the investment services as regulated by the FSA.

## 4. HOW WE ACT FOR YOU

We prefer our clients to give us instructions in writing to avoid possible disputes. We will, however, accept oral instructions providing they are subsequently confirmed in writing.

Any advice we give you will normally be in writing, but if given orally will be recorded on your file. Where any recommendation we make, or transaction we undertake for you, results in a right to cancel the policy under certain conditions, we will advise you of these rights. We will also tell you if you do not have a right to cancel the arrangement.

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 and obtain your consent before we carry out your instructions.

When we arrange investments for you we will register these in your name unless otherwise agreed in writing. Additionally, we will ensure you receive either a contract note, documents of title, or certificates evidencing title. All such paperwork will be forwarded to you by post as soon as possible after we receive them. Where a number of documents relating to a series of transactions is involved, the documents will normally be retained until the series is completed.

## 5. INVESTMENT RISK

All investments carry a degree of financial risk which will tend to increase in proportion to the potential rate of return on the investments. Any product which is directly or indirectly invested in assets which may fall in value (for example equities) may itself fall in value along with any decrease in value of those assets. Before entering into any investment agreement, you must ensure that you understand the risk associated with the product and are content to accept that level of risk.

## 6. WE DO NOT HANDLE CLIENT MONIES.

Crossed cheques for premiums or investment monies can only be made payable directly to the product provider. No premiums or investment monies of any kind should be paid or made payable to anyone else.

## 7. HOW DO YOU PAY FOR OUR SERVICES?

Payment for our services is detailed on the attached Initial Disclosure Document entitled Key Facts "about the cost of our services"

## 8. DATA PROTECTION & RECORDS

### *Collection of Data*

We collect your data during our fact-find into your circumstances. With your consent we may collect your data from Institutions with whom you currently have contracts and insurance policies, from your employer and professional advisers. We may obtain data from credit reference agencies.

### *Use of Data*

Your information will be held on computer-based databases and in paper files. We use the data primarily to provide you with financial services advice and complete transactions on your behalf. We analyse and assess your data to maintain and develop our relationships with you. Use of your data includes financial risk assessment, money laundering checks, compliance and regulatory reporting and fraud prevention. We use your data to help us prepare proposals for you to enter into transactions and insurance proposals and, in some circumstances, members of your family and others connected with these transactions, insurance proposals and claims. We like to keep you informed of our products and services and we use your data to enable us to recommend them to you (if you do not want us to do this, use the opt-out box below or contact us). Your data will be kept for a minimum of six years in compliance with our financial services responsibilities.

### *Transfer of your data*

We will only pass your data to institutions (with the aim of entering into and servicing transactions), our regulators, auditors and our professional Advisers. We may recommend other financial advisers to approach you with their products and services offerings (if you do not want us to do this, use the opt-out box below or contact us). Third parties may transfer your data outside the European Economic Area: if they do so, they will take appropriate steps to ensure the same level of protection for your personal data as would be available in the European Economic Area

### *Access to your records*

You have the right upon payment of a fee to obtain a copy of the personal data that we hold. If you believe that any information is incorrect or incomplete you should contact us and, if the data is incomplete or incorrect, we will correct it promptly.

Entering into these terms of business signifies your consent to the processing of your data by us except to the extent that you opt-out of receiving additional marketing literature from us and third parties.

## 9. CONTACT

### Investments

Once we have acted upon your instructions we will normally review our record of your investments and policies periodically and write to you to suggest that we arrange a review meeting.

### Mortgages

If we review your file and feel that a review of your mortgage is required we require your express permission before we can make an un-solicited call to you with regard to your mortgage.

Other Products and Services

We like to keep our customers informed of products and services we offer which may be of interest to them, therefore, from time to time we may forward marketing material to you.

10. HOW CAN YOU, OR WE, TERMINATE THIS AGREEMENT?

You, or we, may terminate our authority to act on your behalf at any time without penalty. Notice of this termination must be given in writing by first class post. It will be deemed to be received 2 business days after being posted.

Any business currently being completed will be completed unless we receive your instructions to the contrary.

Any fees outstanding at the date of termination will be due within four weeks of the termination date.

11. COMPLAINTS & COMPENSATION

You should address any complaints, in writing, to the Compliance Officer at our registered address. In the event you are not satisfied with the treatment of your complaint, you can complain to the Financial Ombudsman Service. Details of the procedure and the Ombudsman's address will be supplied to you at that time, or if you request them.

We maintain Professional Indemnity Insurance for your protection. If you make a valid claim against us in respect of any of the listed investments we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress through the Financial Services Compensation Scheme (FSCS). Details of the cover provided by the scheme are given in a leaflet which we will send to you at your request. Further information is available from FSA and the FSCS.

12. LAW

These Terms of Business are governed and shall be construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English Courts.


I do not wish to receive information about other products and services provided by you


I do not wish to receive information about the products or services of other carefully selected third parties


I hereby give you express permission to contact me in the future with regard to any mortgage arrangement I may have.

I confirm receipt of the Initial Disclosure Documents entitled **key facts** "about our services" and **key facts** "about the cost of our services"

Tick
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Signed by:  Harold Scott  
For and on behalf of H.J.Scott & Co.

Signed by:  .....  
Client name

Signed by:  .....  
Partner name

Your copy to keep

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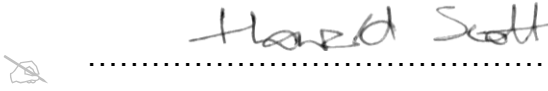
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Signed by:  .....  
For and on behalf of H.J.Scott & Co.

Signed by:  .....  
Client name

Signed by:  .....  
Partner name

Our copy to sign and return