



Alan Boswell Financial Planners Terms of Business Agreement

Alan Boswell Financial Planners is the trading style of Alan Boswell & Company Ltd, which is authorised and regulated by the Financial Conduct Authority (of 12 Endeavour Square, London, E20 1JN).

The Financial Services Register number is 211088.

This document also applies to Alan Boswell Employee Benefits Ltd, which is an Appointed Representative of Alan Boswell & Company Ltd. The Financial Services Register number is 544940.

Our permitted business is advising on and arranging pensions, savings and investment products and non investment insurance contracts. You can check this on the FCA's Register by visiting the FCA's website www.fca.gov.uk/register or by contacting the FCA on 0800 111 6768.

Our contact details are:

Prospect House, 105 Rouen Road,
Norwich, Norfolk, NR1 1RE

Tel: 01603 967967

Fax: 01603 611600

Email: ifa@alanboswell.com

Telephone calls may be recorded and the recordings used for fraud prevention, training and quality control.

Our services

Unless we notify you in writing to the contrary, we will be treating you as a 'retail client'. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service. Details of our complaints procedure are available on request.

We offer independent investment advice. This means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients. Where we provide protection planning services we are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. We'll consider a number of factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand.

The areas we can advise on include investments, pensions and protection. We don't provide advice in relation to individual

share holdings. If this is something you need assistance with, we can refer you to a stockbroker. We also don't provide advice on direct investments into options, futures and other derivative contracts.

We may occasionally recommend investments that are not readily realisable. We'll only do this where appropriate but, if we do, we'll draw your attention to the risks associated with the investments in our suitability report. There is a restricted market for such investments and in some circumstances it may not be possible to deal in the investment or obtain reliable information about its value.

We may, where appropriate, recommend holding some, or all, of your investments with a discretionary fund manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we'll explain the respective responsibilities of ourselves and the DFM in relation to your investments.

Before providing advice we'll assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you don't want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.

Before making any recommendations we'll carry out a suitability assessment so that we are able to act in your best interests. We'll confirm any recommendations we make in writing along with details of any risks that may be associated with the products or investment strategies we've recommended.

Once the recommendations have been implemented, if you make any changes to the product or investment strategy we have recommended, without our involvement, we will not be held responsible for this action.

Unless agreed with you in our Client Service and Fee Agreement we will not be providing you with a regular review. Needless to say the product provider should keep you informed by providing information at least annually. Should you need any advice or information at any time, please do not hesitate to contact us.

Where we do agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we'll carry out this review at least annually. We'll issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

We are not qualified to render legal or accounting advice or to prepare any legal or accounting documents. The onus is on you to refer to a Solicitor or Accountant for any point of law or accountancy that may arise during the course of discussions with us.

Conflicts of interest

Although we'll always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your own interests, we'll write to you and ask for your consent to proceed before we carry out any business for you. We'll also let you know the steps we'll take to make sure you are treated fairly.

We have a conflicts of interest policy. If you want to see a copy of it please ask us.

Our business principles

In conducting our business we will always try to:

- act with integrity and in accordance with our regulator's principles and rules, and organise our affairs in a prudent manner.
- protect your interests and take appropriate steps to manage fairly any conflict with our own interests or others that may arise.
- employ and train people who will maintain the highest possible standards of professionalism.

From time to time we may attend training events funded and/or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Further details are available on request.

Our commitments to you

In our dealings with you we will always try to:

- act with due skill, care and diligence;
- be open and fair;
- ensure that all our advertising and promotional material is clear, fair and not misleading;
- only advise clients on matters in which we are knowledgeable and will recommend other specialist advice when necessary;
- seek from clients the information needed to enable us to fulfil our responsibilities to them;
- give clients enough information to enable them to make informed decisions on their needs;
- disclose our charges/fees to you before we undertake any work and confirm the precise costs in our Suitability Report.
- use our skill objectively in clients' best interests when choosing providers; and
- handle complaints fairly and promptly.
- In executing or transmitting orders on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you in terms of best execution.

Right to withdraw

In most cases you can exercise a right to cancel, by withdrawing from the contract recommended to you. In general terms you will normally have a 30 day cancellation period for a life, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies.

For pure protection policies, the cancellation period begins when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product information which will be issued to you.

If you cancel a single premium contract, we may require you to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Client's risk

Please be aware that investments can fall as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance. Under the terms of this agreement we may, if appropriate, advise you on investments which are not readily realisable.

We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may not be possible to deal in the investment or obtain reliable information about its value. Our services may also include advice on investments relating to, or executing transaction in units in unregulated collective investments schemes. You should carefully consider whether such investments are suitable for you in light of your personal circumstances and the financial resources available to you. Specific warnings relevant to the investments, or investment strategies, we recommend will be confirmed to you in your Suitability Report.

If for any reason we are obliged to refund commission that has been paid to us as a result of actions taken by you (e.g. you ceased making regular contributions to a policy), we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after the commencement of the policy. The amount recoverable and the specific timeframe over which it is recoverable are dependent on the product chosen. Further details of the amount and timeframe will be notified to you prior to the conclusion of the contract in the Suitability Report we will send you.

Please note, should we have to employ the services of an external firm to aid in the recovery of any such debt, the cost of these services will be added to the amount repayable by you. We will not charge any such fee if you exercise your right to cancel in accordance with any cancellation notice sent to you by the life insurance company.

Anti-money laundering

We are required by the anti-money laundering regulations to verify the identity of our clients to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up to date. For this purpose we use electronic verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

Accounting to you

We will confirm to you in writing the basis of our reason for recommending the products arranged on your behalf. Your stated objectives will be reiterated in a Suitability Report, which we will issue to you following our recommendation, along with details of any special risks associated with the product recommended. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you. Full details of the products we recommend to you including, for example, the minimum duration of the product, information on the right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before the conclusion of any contract.

We will make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents or lender's offer documents will be forwarded to you as soon as practicable after we receive them. Where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

Although we can advise people living in other countries within the European Economic Area, we will communicate, and you will receive documents in English. There is no additional charge for using a means of distance communication.

Ending this agreement

We may terminate this agreement by giving you at least 20 days' written notice. You may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will take effect from the date of receipt. Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.

You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.

Complaints

We aim to provide the highest possible level of customer service at all times but if you feel for any reason we have failed and wish to register a complaint, please write in the first instance to:

Compliance Department
Alan Boswell & Company Limited
Prospect House, 105 Rouen Road, Norwich, NR1 1RE

Tel: 01603 967967 Fax: 01603 611600

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Full details of the FOS can be found on its website at www.financial-ombudsman.org.uk.

Compensation Scheme

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.

You may be able to claim compensation from the FSCS if we can't meet our obligations. The amount of compensation available will depend on the type of business and the

circumstances of the claim. We can provide more specific information on request, but as a guide:

Investments - eligible claims for most types of investment business are covered for up to a maximum of £85,000.

Insurance - in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 100% of the claim, without any upper limit.

Further information is available at www.fscs.org.uk.

We may also, on occasion, advise on other financial products which are not regulated by the Financial Conduct Authority (FCA) under the Financial Services and Markets Act 2000. The FSCS does not apply to any of these products. The eligibility of an individual solution to qualify for the FSCS will be clarified in your Suitability Report. Further information about compensation scheme arrangements is available from the FSCS: www.fscs.org.uk/consumer.

Paying for our services

Should you decide to go ahead following our initial discussion there is a cost for our services. We offer a variety of methods by which we can be remunerated so that you can select the method that best suits your needs. We will discuss these with you and answer any questions you have. Prior to any commitment by you, we will make sure you understand and agree how we are to be paid. The actual amount will always be confirmed to you in writing. You can pay our adviser charges by cheque or card. We do not handle clients' money. We never accept a cheque made out to us (unless it is a cheque in settlement of charges/fees or disbursements for which we have sent you an invoice) or handle cash.

You may also pay our adviser charges via deductions from the financial product(s) you invest in, where the product/platform provider allows this. Please note that if you choose to pay by deduction in this way this will reduce the amount left for investment and may, depending on the circumstances, have other consequences. If you select this option we will discuss the implications of it with you before it is put into place. Where a platform is used you may choose to pay our adviser charges out of money held within the platform cash account, where this is available. If this method is selected it is important that sufficient funds are maintained in the account to cover our adviser charges as and when they become payable. If you select this option we will discuss the implications of it with you before it is put into place. Some products (typically protection arrangements) still allow the payment of commission upon their set up. In these cases the amount of commission payable will be clarified to you before we carry out any business for you and you can pay for our services by fee, commission or a combination of both. Surplus commission can be used to reduce the cost of the product, go towards fees on other work undertaken for you or, with your agreement, retained to cover our future charges. By signing this agreement you are confirming your agreement to us holding funds in this manner, if required. If we agree to offset fees against the commission and you subsequently stop or reduce the policy premiums, and in consequence we are obliged to refund the commission that has been paid to us, we reserve the right to recover from you the amount of commission that has been used to reduce our charges. We will not impose this if you exercise your right to cancel in accordance with the cancellation notice sent to you by the life company.

Please note that with all payment options, there is the possibility of extra costs, for example taxes or fees payable to the product provider. We will inform you of any such charges before you have to commit to anything. Also, a charge may be payable even if you do not invest in a product as we reserve the right to charge you on a time costed basis for services provided where we have acted on your instructions and provided recommendations that you have then not taken up with us.

How much might our services cost?

Details of our costs are included in the Client Service and Fee Proposition for individual clients and the Employee Benefits Service and Fee Agreement for corporate clients.

Alan Boswell & Company Ltd - Our fees/charges will be VAT exempt unless the work we complete for you only involves advice and/or preparing a report, in which case VAT may be applicable. We will clarify the specific position applying to you. The initial and on-going services form part of the same package.

Alan Boswell Employee Benefits Ltd - VAT may be applicable on our fees/charges. We will clarify the specific position applying to you.

Protecting your personal information

To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.

Processing of your personal data is necessary for the performance of our contract for services with you. Generally this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below.) Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you and to prevent money laundering or terrorist financing.

We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service we'll need to pass certain personal details to the product or service provider.

We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/email/letter etc.).

The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.

We may need to gather personal information about your close family members and dependants in order to provide our service to you effectively. In such cases it will be your responsibility to ensure that you have the consent of the people concerned to pass their information onto us. If you represent a business and are providing personal information about your employees, it will be your responsibility to ensure you have the consent of the people concerned to pass their information onto us.

Our Privacy Notice is available on request and is on our website - www.alanboswell.com/privacy. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.

Special categories of personal data: there are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.

If you are concerned about any aspect of our privacy arrangements please speak to us.

Your agreement and consent

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

The primary basis on which we intend to process your personal data is to meet the requirements of our contract with you. In the case where we need to process special category (sensitive) data, as described in the section entitled 'Protecting your personal information' above, we require your consent.

I agree to the terms set out in this agreement and I consent to the processing of sensitive personal data as far as it is necessary for the services I require.

Client name:

Signature:

Second/Joint Client name:

Signature:

Date:
