



# The Broughton Wilkins Partnership

## Independent Financial Advisers

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## TERMS OF BUSINESS

These terms come into force from the date we agree to act on your behalf.

### **CLIENT CATEGORISATION**

Unless otherwise notified in writing, you will be treated as a Retail Customer by this firm.

### **DISCLOSURE OF STATUS**

Those who advise on life assurance, pensions or unit trust products are either Independent Advisers or Representatives of one company.

Your adviser is an Independent Financial Adviser and will act on your behalf in advising you on life assurance, pensions or unit trust products. Because your adviser is Independent, he or she can advise you on the products of different companies.

### **FSA MEMBERSHIP**

The Broughton Wilkins Partnership is authorised to conduct investment business under the Financial Services & Markets Act 2000 and is regulated and authorised by the Financial Services Authority (FSA).

### **INVESTMENT OBJECTIVES**

Following the issue of this letter any subsequent advice, or recommendation, offered to you will be based on your stated objectives, attitude to risk and on any restrictions that you advise us that you wish to place on investments/policies that you are prepared to consider.

Details of your stated investment objectives will be confirmed when advising you of our recommendation to you. Unless confirmed in writing otherwise we will assume that you do not wish to place any restrictions on the advice that we give you.

### **INVESTMENT SERVICES**

The Broughton Wilkins Partnership is authorised to advise on and arrange life assurance, pensions, investments in authorised collective investment schemes, Unit Trusts, PEP's and ISA's. The Broughton Wilkins Partnership is bound by the FSA's Rules.

With regard to investments that we have arranged for you, these will not be kept under review but we will advise you upon your request. However, we may

contact you in the future by means of an unsolicited promotion should we wish to contact you to discuss the relative merits of an investment or service, which we feel may be of interest to you.

### **FEES AND COMMISSIONS**

We derive our income from either fees and/or by commission paid to us as a result of transactions arranged on your behalf. Where we receive such commission we will advise you of the amount payable.

If we propose to make a charge for our services, we will agree its basis with you in writing before we carry out any chargeable work.

If we receive a commission or other form of benefit from the issuer of a security or from another intermediary, we will inform you, but we will not tell you its amount unless you ask us to do so.

If you cease to pay premiums on a policy where commission has been paid to us and we are consequently required to refund all or part of that commission, we reserve the right to charge you a fee equivalent to the refund required. We will 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 concerned.

### **ACCOUNTING TO YOU**

Unless there are exceptional circumstances, we will confirm in writing to you the basis of our reason for recommending a transaction to you.

We will make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. 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 is involved, we will normally hold each document until the series is complete and then forward them to you.

### **EXECUTION ONLY SERVICES**

Our Execution Only service is for clients who have not sought or been given any advice by us. No advice will be given or judgements made regarding the suitability of investments for clients of this service, nor will automatic reviews be undertaken.



## **RIGHT TO WITHDRAW**

Where a non packaged product ISA or PEP is recommended to you we will inform you in writing of any right to withdraw or cancel you might have or, if this is not the case, we will inform you in writing that no such rights apply.

## **MATERIAL INTERESTS**

The Broughton Wilkins Partnership offers independent financial advice, but occasions can arise where we, or one of our other clients, will have some form of interest in business being transacted for a client. If this happens, or we become aware that our interests or those of one our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions.

## **NOTIFICATION OF RISK**

You are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not necessarily a guide to future performance.

## **COMPLAINTS**

If you should have any complaint about the advice you receive, or a product you have bought, please write to the Compliance Director at The Broughton Wilkins Partnership, Lambourne House, 7 Western Road, Romford, Essex RM1 3LT. Telephone 01708 722332.

The Compliance Director will investigate your concerns fully. Should you still not be satisfied with the outcome, you can contact the Financial Ombudsman Service, details of which will be provided on request.

## **FINANCIAL SERVICES COMPENSATION SCHEME**

If you could make a valid claim against The Broughton Wilkins Partnership in respect of the investments we arranged for you and we were unable to meet our liabilities in full, you could be entitled to redress from the Financial Services Compensation Scheme. Details of the cover provided by the Financial Services Compensation Scheme are given in a leaflet, which we will send you at your request. Further information is available from the Financial Services Authority and Financial Services Compensation Scheme.

## **TERMINATION OF AUTHORITY**

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 and will take effect from the date of receipt by us. Termination is without prejudice to any transactions already initiated, which will be completed unless otherwise agreed in writing by both parties. The client shall pay for any transactions made prior to termination and any fees outstanding.

## **AMENDMENT OF TERMS OF BUSINESS**

We reserve the right to amend these Terms of Business from time to time. When revised Terms of Business are issued, a copy will be provided to you at the next transaction of business. If this falls within 10 working days of the amendment you will be advised in writing prior to the transaction being completed.

## **RECORDS**

You or your appointed agent may inspect contract notes, vouchers and entries in our books (whether kept manually or electronically) which relate solely to your investments.

As we treat all our clients records as confidential, we reserve the right to give you copies of your records, if to do otherwise would be to allow access to files containing records about other clients. We keep records of all our business transactions for at least six years.

## **DISCLOSURE OF CLIENT'S PERSONAL DATA**

Where investment business services are provided to The Broughton Wilkins Partnership by third parties, then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions, such as processing business and obtaining compliance and regulatory advice, you agree that sensitive personal information held by The Broughton Wilkins Partnership may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such third parties. You agree that this information may be transferred electronically, e.g. via email. You also agree that ourselves, or any such third party, may contact you in future by any means of communication that we consider appropriate at the time.

## **CLIENT MONEY**

The Broughton Wilkins Partnership does not handle client's money. We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice) or handle cash.

## **ACCEPTANCE OF TERMS**

A client's written or verbal instruction to us to provide financial advice is deemed to be understanding of and consent to the above terms and authority to transfer information on a confidential basis when warranted between such third parties.