



**ANDERSONLLOYDLLP**

INDEPENDENT FINANCIAL ADVISERS

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## Terms and Conditions of Business

### INTRODUCTION

We are pleased to inform you that Anderson Lloyd LLP of Anderson Lloyd House, 10 Strangways Terrace, Truro, TR1 2NY is a firm of independent advisors with no ties to any one company or organisation and is directly authorised, regulated and bound by the rules of the Financial Services Authority (FSA) for investment business. The firm is also authorised to advise on and arrange life assurance, pensions and investments in authorised unit trusts, Personal Equity Plans, Individual Savings Accounts, other regulated schemes and investments, mortgages and general insurance.

We also advise on Building Society Accounts and National Saving Accounts, Private Medical Insurance, Permanent Health Insurance and Long term Care policies, none of which are currently regulated under the Financial Services and Markets Act 2000.

Under the rules of our regulator (FSA) we are required to provide you with this Terms and Conditions of Business letter. Therefore, would you please complete and return the tear off slip to acknowledge that you have read it. Upon receipt we will be bound by the terms and conditions until terminated by either party. If initiated by us termination will be without prejudice to the completion of transactions already initiated or in progress (if applicable).

These Terms and Conditions of Business together with the accompanying Key Facts Sheets exist to protect your interest in that they clearly lay out the working practices of Anderson Lloyd LLP and the way in which we are remunerated and state exactly what your rights are when we conduct business on your behalf. The Terms and Conditions of Business are not a binding contract and may be terminated by you at any time. It does not obligate you to us in any way whatsoever. In the event of material change in the terms on which Anderson Lloyd LLP wish to undertake business with you then you will be issued with a new Terms of Business before being provided with any further investment service. We shall assume acceptance unless we hear to the contrary within 7 days of issue.

All individuals employed by or contracted to Anderson Lloyd LLP to provide investment, mortgage and insurance advice are approved by the FSA and have attained the appropriate examinations.

Anderson Lloyd is committed to offering our customers the highest possible standards of service. In doing so we are pleased to support the Financial Services Authority initiative 'Treating Customers Fairly'.

We recognise that both we and our clients have everything to gain if we look after your best interests and treat you fairly in all aspects of our dealings with you.

### OUR COMMITMENT TO YOU

- We will ascertain your individual needs, preferences and circumstances before recommending any financial product to you
- We will only recommend financial products that we consider suitable for you and that you can afford – and always the most suitable from the available options.
- We will provide you with clear information about the products and level of service we offer, including fees and charges. This will be provided through Key Facts Documents from the appropriate product provider.
- We will always encourage you to ask if there's something you don't understand
- This letter contains information about our formal complaints procedure should you become unhappy with our service

#### **HOW YOU CAN HELP US**

- At our first meeting provide us with as much information about your circumstances to enable us to properly assess how we can be of help to you.
- Keep us informed of any changes in circumstances which might affect the advice we give
- Let us know if there is any aspect of our recommendations that you don't understand
- Tell us of ways in which we can improve our service to you and all our clients.

#### **HOW WE WORK**

- We prefer our clients to give us instructions in writing by completing the relevant application form and signing the appropriate declaration to avoid possible disputes. We will, accept oral instructions, if they are subsequently confirmed in a letter.
- Any advice we give you will normally be in writing, but if given orally, will be recorded on your file. When we have arranged any investments for which you have given instructions we will not give you any further advice unless you request it, but will be glad to advise you at any time you ask us to do so. You or Anderson Lloyd LLP may terminate our authority to act on your behalf at any time, without penalty. Notice of any such termination must be given in writing.
- We act as your agent in arranging investment transactions. We never own the investments you buy or transact through us. All investments will be registered in the name(s) of the client(s) unless otherwise agreed in writing. We will forward to you all documents showing ownership of your investments as soon as it is practicable after we receive them. Where a number of documents relating to a series of transactions are involved, we may retain each document until the series is completed and then forward them to you. In some cases the documentation will be sent to you direct from the provider. We may not lend to a third party the documents of title held by us or borrow any money on your behalf against the security of those documents. Where we provide advice on a non packaged product, such as an Enterprise Investment Scheme (EIS) or Venture Capital Trust (VCT), you will not have post sale cancellation rights. However, you will have a period of at least 7 days from the date you sign the application to withdraw from the agreement.
- We offer independent advice, but occasions may arise where this company or any of its Directors or employees or one of our other clients has some form of interest in business which we are transacting for you. If this happens or we become aware

that our interest or those of one of our other clients conflicts with your interests we will inform you, in writing and obtain consent before we carry out the instructions. This undertaking shall not apply to personal holdings in unit trusts, insurance contracts, gilts and shares of publicly quoted companies.

- We cannot accept responsibility for taxation advice. Clients must be responsible for their own taxation position and we strongly recommend that clients take advice on taxation matters from a qualified accountant.
- Where we are required to verify your identity in accordance with the Criminal Justice Act 1993 and the Money Laundering Regulations, no investment will be made until such verification has been obtained. We cannot therefore accept responsibility in instance where investments or mortgage offers are delayed due to these regulations.

#### **YOUR MONEY**

*We do not handle client monies.* Cheques for premiums or investments can only be made payable to the product provider, we never accept a cheque made out to us (unless in settlement of fees for which we have sent you a bill). No premiums or investment monies of any kind should be paid or be made payable to anyone else.

#### **RECORD KEEPING**

We will account to you for transactions effected on your behalf either by means of a contract note, or by providing documents of title or certificates evidencing title. We will supply, on request, to you or your appointed agent, contract notes, vouchers and copies of entries in our books or computerised records relating to your transactions. We undertake to maintain such records for at least six years from the date of each transaction. We treat all client records as confidential. We will register all investments in your name unless otherwise agreed in writing.

#### **THE DATA PROTECTION ACT**

Information provided by you may be held, processed, disclosed and used by ourselves, professional advisers and any associated companies in servicing our relationship with you. However, strict confidentiality will be maintained at all times. It is understood that, unless you notify us otherwise, you agree to the storage, use and disclosure of such information. This information may be disclosed to third party product providers in the course of providing our analysis and servicing of our relationship with you. No information will be passed to another party without your prior consent unless we are legally obliged to do so. You also agree that for the purposes described above your data may be transferred to countries outside the European Economic Area (EEA). We may use and analyse your data, including the nature of your transactions, to provide you with information by post, telephone, fax or e-mail to service and update you, as well as informing you of new investment opportunities. You have the right to inspect any documentation we hold in respect of our dealing with you. Naturally, if you would prefer to be excluded from these services, please write to us at Anderson Lloyd LLP, Anderson Lloyd House, 10 Strangways Terrace, Truro TR1 2NY.

#### **THE COST OF OUR SERVICES.**

Please refer to the Key Facts about the cost of services, which accompanies this letter.

NB. Where commission is paid on a regular premium contract and is subject to a clawback because it is cancelled during an initial specified period, Anderson Lloyd LLP reserve the right to seek repayment from you, of the amount clawed back

#### **OUR COMPLAINTS PROCEDURE**

Our aim is to provide you with a first class professional and confidential service. However, should a complaint arise you should write to the Compliance Officer, Anderson

Lloyd LLP, 10 Strangways Terrace, Truro, TR1 2NY. Tel: 01872 261800 who will acknowledge the issue and send you a copy of the internal complaints procedure. The matter will be investigated in line with procedures and findings reported to you. If you are still not happy with the outcome, you then have the right to forward any eligible complaint to the Financial Ombudsman Service. 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 from the Financial Services Compensation Scheme. Details of the cover are given in a leaflet, which we will send to you at your request. Further information is available from the Financial Services Authority. In addition we are also insured for negligence by way of our Professional Indemnity Insurance.

We look forward to a long and fruitful business association.

Yours sincerely,

Partner in Anderson Lloyd LLP

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I/we have received your Terms and Conditions of Business, together with the Key Facts sheets and I/we accept the terms as set out. If I/we have signed the supplementary agreement entitled 'Remuneration Agreement' having decided on how Anderson Lloyd LLP should be paid.

Signed: ..... Date.....

Full Name: .....

Signed: ..... Date.....

Full Name: .....

Address: .....

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