

## Terms of Business

Equanimity Independent Financial Advisers Limited (“Equanimity” or “we”) offers independent financial advice and arranges investments in regulated collective investment schemes such as Unit Trusts, OEICS, Investment Trust savings schemes, ISAs and PEP transfers. In addition we advise upon and arrange mortgages.

These Terms of Business provide important information regarding the way that we provide our services to you. If you have any questions or require clarification on a particular matter please do not hesitate to contact us.

Equanimity is authorised and regulated by the Financial Services Authority.

### 1. SERVICES

- 1.1. We will obtain information from you in order to gauge your investment objectives. We will then send you a letter (“Scope of Advice Letter”) which will outline your investment objectives, your priorities, our fees and any other details that Equanimity feel are relevant in the circumstances. These Terms of Business shall be incorporated into the Scope Letter.
- 1.2. It is our intention to categorise you as a private customer from the outset and provide our services on this basis as it offers the highest level of regulatory protection to you. Following our discussions, it may however be appropriate, based upon your experience and understanding of the service being provided, for you to be categorised as an intermediate customer. If this becomes applicable, we will discuss this area with you in more detail and if acceptable issue an amended Terms of Business for your agreement.
- 1.3. We will initially provide our services to you on the basis that you have not put any restrictions on us regarding the types of investment or the markets you wish us to consider. If, during our discussions, you indicate that restrictions should be put into place, we will confirm this in writing to you.
- 1.4. Please note that our services do not include advising on investments relating to, or executing transactions in, units in unregulated collective investment schemes.

### 2. ANCILLIARY SERVICES

- 2.1. In addition to making calls at your express invitation, we may contact you at intervals to review your investment requirements. This may involve writing or telephoning you to outline possible changes in legislation or to advise you on services or investments that might be of particular interest.
- 2.2. When we have arranged investments for which you have given us instructions, we will not give any further advice unless requested to do so in writing by you.

### 3. PROVISION OF INFORMATION

- 3.1. It is your responsibility to provide complete and accurate information to Equanimity and insurers when you effect your policy, throughout the life of your policy, and when you renew your insurance.
- 3.2. You shall ensure that all statements you make on proposal forms, claim forms and other documents make full and complete disclosure and are true and accurate in all material respects and that there are no material omissions.
- 3.3. To enable us to keep our records as up-to-date as possible, you shall notify us of any changes to your personal circumstances, such as name, address, etc., as soon as possible.
- 3.4. We shall not be liable for loss or damage including consequential loss that you may suffer as a result of you being or having been in breach of your obligations in this condition 3.

#### **4. FEES & PAYMENT**

- 4.1. We will agree with you whether we are to be remunerated by commission or fees or a combination of both. The Scope Letter shall contain the details of this.
- 4.2. Without prejudice to any other right or remedy that it may have, if you fail, within 14 days of receipt of an invoice, to pay Equanimity on the due date, Equanimity may:
  - i) charge interest on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of Nat West Bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; **and**
  - ii) suspend all Services until payment has been made in full.

#### **5. VARIATIONS**

- 5.1. Changes in instructions will not be valid unless the terms have been agreed beforehand and they are accepted by Equanimity in writing to you.
- 5.2. It may on occasion be necessary to amend our Terms of Business and in that event we shall notify you by 14 days notice in writing after which the amendments shall become effective.

#### **6. TRANSACTION DOCUMENTATION**

- 6.1. Where we arrange a life policy, pension or investment for you, the provider will produce documentation as evidence of the transaction. All investments will be registered in your name, unless you first instruct us otherwise in writing.
- 6.2. 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 are involved, we will normally hold each document until the series is complete and then forward them to you. We can retain such title documents for whatever reason including holding them as security.
- 6.3. We keep records of all business transactions for at least six years. You have the right to inspect copies of any papers or computer records relating to your transactions. We do, however, reserve the right not to provide you with copies of records if information relating to other parties would be disclosed.

#### **7. COMPLAINTS**

You have the right to terminate this agreement under condition 8.4.

Otherwise, if you become dissatisfied with the service that we have/are providing you may make a complaint and the details are contained in the 'key facts' document entitled 'About our services and costs'. We are also covered by the Financial Services Compensation Scheme and further information on this is contained in the same document.

#### **8. TERMINATION**

- 8.1. Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability, except for fees that are due, to the other on giving 30 days notice to the other.
- 8.2. This agreement will terminate immediately if all or any of the following occur in relation to the You or Equanimity: a bankruptcy order is made; an arrangement or composition with creditors is entered into or statutory provisions for relief of insolvent debtors are utilised; an order is made or resolution passed for winding-up; an administrator is appointed or documents are filed at court for this purpose; a receiver is appointed or a court or creditor is entitled to appoint a receiver; actual cessation or threat to cease trading; or any other similar or analogous action in any jurisdiction in consequence of debt is taken or suffered.

### **Equanimity Right to Termination**

- 8.3. Equanimity may terminate this agreement without liability on giving 5 working days notice in the event of any of the following events of default:
- i) You have failed to provide the information requested under condition 3 within 10 working days of a request by the Company.
  - ii) The information provided by you pursuant to condition 3 is materially incorrect.
  - iii) Equanimity has reasonable grounds for suspecting fraud, dishonesty or involvement in any other activity that is contrary to law on your part or any person associated with you in connection with the transaction.

### **Client's Right to Termination**

- 8.4. You may terminate this agreement on giving 5 working days notice to the Company if, after having given 20 working days notice in writing to Equanimity with information stating why you feel that best advice has not been given, Equanimity has not either confirmed the advice or provided you with revised best advice.
- 8.5. You shall pay all fees accrued due but unpaid at the date and as a condition of giving notice of termination.

## **9. LIMITATION OF LIABILITY**

- 9.1. This condition sets out the entire financial liability of Equanimity (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of:
- i) any breach of this agreement;
  - ii) any improper use made by you of the services; and
  - iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the services.
- 9.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms of Business.
- 9.3. Nothing in these Conditions limits or excludes the liability of Equanimity for:
- i) death or personal injury resulting from negligence
  - ii) any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by Equanimity.
- 9.4. Equanimity shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses and/or loss to profits, business, depletion of goodwill, anticipated savings, goods, contract or use
- 9.5. Equanimity's total liability whatsoever and howsoever arising shall not exceed the Limit of our Professional Indemnity cover at the date this contract comes into force.

## **10. DATA PROTECTION**

- 10.1. Information that we hold about you will be held on computer and/or in paper files under the Data Protection Act 1998. This information will be used to administer your application, to deal with queries and to bring to your attention additional services and products that may be of benefit to you. You may ask us not to contact you about additional services and products by writing to us at the address shown in the Scope Letter.
- 10.2. The information that you give us may be disclosed to third parties, such as product providers and credit reference agencies for the purpose of processing your application, to our Regulators, the Financial Services Authority, and to our Compliance Advisers. It will also enable further services to be provided to you, and so that your details can be best matched with the services available.

## 11. THIRD PARTY RIGHTS

These terms of business exclude any rights which may be conferred upon third parties by the Contracts (Third Party Rights) Act 1999.

## 12. NOTICES

12.1. Notice given under shall be in writing, sent for the attention of the person, and to the address or fax number, notified by each party and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery.

12.2. A notice is deemed to have been received as follows:

Mode of Delivery	Deemed Receipt
Personal	Time of delivery
Facsimile	Time of transmission
First Class Post/Recorded Delivery	48 hours from date of posting

12.3. If deemed receipt is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), it shall be deemed received at 9.00 am on the first business day following delivery.

12.4. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

## 13. FORCE MAJEURE

Equanimity shall have no liability to you if it is prevented from or delayed in performing its obligations or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including but without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of Equanimity or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm.

## 14. GENERAL

14.1. **WE DO NOT HANDLE CLIENT MONEY** and we never own the investments that you buy through us. Therefore, we never accept a cheque made out to us, unless it is in settlement of charges or costs for which we have sent you an invoice, nor do we handle cash.

14.2. We will notify you in writing, identifying our policy and/or giving you the opportunity to object, if:

- i) we, or another client, has a conflict of interest with or material interest in relation to your transaction; or
- ii) the transaction would involve the use of a person with whom we have an agreement to receive goods or services from (Soft Commission Agreement).

## 15. GOVERNING LAW & JURISDICTION

These Terms of Business are governed by and shall be construed in accordance with the laws of England and Wales and the parties shall irrevocably submit to the exclusive jurisdiction of the English Courts.

## 16. BEST EXECUTION POLICY

16.1. FSA rules require us to give you these details on our Best Execution Policy and we shall consider that you have consented to this Policy unless you object.

16.2. We will notify you of any material changes to our order execution arrangements or execution policy.

16.3. If you provide us with specific instructions regarding an order we will act in accordance with those instructions. Please note this may prevent us from taking the steps set out in this Policy to obtain the best possible result in respect of the elements covered by those instructions.

16.4. Our policy is that

- i) The general rule is that we must take all reasonable steps to obtain, when executing orders, the best possible result for clients.
- ii) In order of priority we consider price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of an order when placing an order. We will only override the price and cost factors mentioned if this is likely to be in your interests.
- iii) In practice this means that we will place agreed orders with the agreed provider as soon as possible.

16.5. In addition, we will also take into consideration;

- Your client categorisation and how this effects you
- The nature and characteristics of your transaction
- Where your transaction can be directed and
- Any specific instructions you give us, whether received on an individual basis or as a general instruction to be applied to all your transactions

16.6 Where we place your business, the specific providers will always be described in our letters to you. When you complete your application or we receive your instruction to invest this will be considered as express consent to undertake the order.

16.7 Orders will be placed with:

- Fund managers, Insurers, WRAP providers and other product providers including firms regulated by the Financial Services Authority
- Outside of a regulated market, such as specialist unregulated investments

Please note that this is not an exhaustive list but comprises those execution venues on which we place significant reliance.