

## TERMS OF BUSINESS

- 1) PCFP Ltd (PCFP) are Independent Financial Advisers who are Authorised and Regulated by the Financial Conduct Authority.
- 2) The provisions of this Terms of Business will take effect immediately that they are provided to you and will continue in force until they are cancelled by you or PCFP, or they are replaced by updated Terms of Business. Either party may terminate this agreement in writing at any time. You must pay for all prior transactions and fees outstanding. PCFP may change the content of this Terms of Business at any time in the future but will not act on any change until you have given your consent by signing an amended Terms of Business.
- 3) English law will be the basis of this contract and the language in which this contract will be interpreted, and in which all communications will be conducted, will be English. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Terms of Business.
- 4) PCFP have classified you as a “retail client”. This means that you are afforded the greatest level of protection available under the Financial Services and Markets Act (FSMA). PCFP maintain professional indemnity insurance.
- 5) PCFP will require you to provide evidence of identity to comply with the Money Laundering Regulations before arranging any transactions on your behalf. PCFP require instructions from you to be given in writing to avoid possible disputes. The form of instruction may include email. PCFP will accept oral instructions initially, provided they are confirmed in writing.
- 6) PCFP do not handle client money. All cheques issued by you for investments must be made payable to the relevant institution concerned. PCFP do not handle cash.
- 7) An integral part of investment advice is for PCFP to clearly establish your attitude to investment risk. If you decide to invest in funds that carry a degree of risk to your capital, please be advised that should you subsequently withdraw your funds, you may receive back less than the full amount invested. Past performance is not necessarily a guide to future performance.
- 8) PCFP will not review any investments that are arranged for you, unless agreed in writing by PCFP.
- 9) PCFP may contact you in the future by means of an unsolicited promotion should PCFP wish to discuss the relative merits of an investment or service which PCFP feel may be of interest to you.
- 10) If a conflict of interest arises between you and PCFP, or another of our clients, PCFP will inform you in writing and will require your written authority before carrying out your instructions.
- 11) All investments PCFP arrange on your behalf will be registered in your name where possible, unless you first instruct PCFP to the contrary.
- 12) PCFP will forward any documents registered in your name to you for safekeeping as soon as is practicable after PCFP have received them. In the case of a series of transactions, PCFP may hold each document until PCFP have received the final document in that series, after which they will be forwarded to you.
- 13) Details of your stated investment objectives will be included in the report or letter PCFP will issue to you to confirm any recommendation. Unless confirmed in writing, to the contrary, PCFP will assume that you do not wish to place any restrictions on the advice PCFP give you. Following the issue of this letter, any subsequent advice or recommendation offered to you will be based on your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider.
- 14) PCFP are fee-based independent financial advisers. Please refer to the document “Keyfacts about our services and costs” for further information.

- 15) PCFP will agree the fee (adviser charge) structure in writing with you and will inform you of any related charges, expenses and taxes before carrying out any chargeable work. *You must complete our Fee Agreement before PCFP provide you with any advice.* The Fee Agreement will contain details of how payment is to be made and is deemed to form part of this Terms of Business. Notification of any change to the level of fees will be given in writing.
- 16) You should be aware of the possibility that other costs or taxes relating to the services that PCFP provide for you may exist even though they are not paid through PCFP or imposed by PCFP.

**Data Protection**

The information you provide is subject to the Data Protection Act 1998 (the "Act").

By signing this document you consent to PCFP processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management. "Processing" includes obtaining, recording or holding information or data, transferring it to any professional firm that referred you to PCFP, any other professional firms where PCFP feel it is in your best interest to do so, product providers, the Financial Conduct Authority or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

The information provided may also contain sensitive personal data for the purposes of the Act, for example information about your physical or mental health or condition; your identity; your personal status, your family, your beliefs and preferences e.g. social, ethical and environmental.

**Please tick this box** to confirm your consent to PCFP processing any such sensitive personal data

PCFP may also contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which PCFP think you may be interested.

**Please tick this box** if you are happy for PCFP to contact you for marketing purposes by e-mail, telephone or post

If at any time you wish PCFP to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact the Data Protection Officer, Mick Norris.

You may be assured that PCFP will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by PCFP. You may be charged a fee (subject to the statutory maximum) for supplying this to you. Note that PCFP no longer retain hard copies of documents permanently as these are shredded once electronic copies have been taken.

I / We understand and consent to the terms above and I / we hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties.

For your own benefit and protection, you should read these Terms of Business carefully (before signing them). If you do not understand any point, please ask for further information.

Client Name..... Signature.....

Client Name..... Signature.....

Date of Issue.....2018 Date of Signing .....2018