

Terms of Business

This agreement sets out the terms under which we'll provide our non-advised services to you, so it's important that you read it fully. If there's something you don't understand please ask us to explain it.

Our non-advised service

Under this agreement we'll not provide any advice or exercise any judgement as to the merits or suitability of the transaction for you the client. We'll instead arrange the transactions on your behalf in certain non-complex products on a non-advised execution only basis.

Complex products include non-readily realisable securities, derivatives, warrants, some structured products, spread bets and contracts for difference. They will tend to involve products where you can end up losing more money than you invested or which are infrequently traded. We'll confirm with you at the time, whether the investments you wish to transact are considered to be complex products.

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 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.

Specific warnings relevant to the investments, investment strategies or other products we arrange are provided in the relevant company's product literature provided.

Commencement date

These terms of business come into effect on the date you receive them from us.

How we act for you

We can act for you if you live in the UK. There may be restrictions if any of the following apply:

- You don't live in the UK
- You are currently staying in the UK, but normally live abroad
- You are currently staying in the UK and plan to move abroad or return to another country

Please ask us for details if you think this may apply to you.

The FCA requires us to classify our clients as either 'retail' (personal) or 'professional' (business). We classify all our customers as 'retail' so that you get the highest level of consumer protection and in some cases, access to the Financial Ombudsman Service.

We will provide our services to you using reasonable care and skill. There may be circumstances where you ask us to provide specialist advice, which we are not allowed to give. Please ask us if you need any information about what we are able to offer.

We can, refer you to someone who can advise you. They may pay us a fee or some other benefit for us introducing you to them as a customer; if this happens, we will tell you in writing.

You should receive a separate agreement from them explaining what services they will provide to you; they may be other financial advisers, solicitors or accountants. Any persons to whom we refer you to will take responsibility for the advice they give to you. We can't give you legal advice.

We will communicate with you orally and in writing. We require our clients to give us instructions in writing to avoid possible disputes. If we accept oral instructions from you, we will confirm them in writing to you.

We may transact policies or investments, which you may (for a short period) be able to cancel. We will tell you if you have a right to cancel any policy or investment.

When we arrange on or arrange certain types of investment products for you, we have to make sure that we get the best possible result for you, as a personal client.

When we arrange investments for you we will register these in your name unless otherwise agreed in writing. Additionally, we will ensure you receive either a contract note, documents of title or certificates evidencing title. All such paperwork will be forwarded to you by post as soon as possible after we receive them.

Where a number of documents relating to a series of transactions are involved, the documents will normally be retained until the series is complete.

Conflicts of interest

Occasionally, we or one of our customers, may have some type of interest in business that we are carrying out for you. This is called a 'conflict of interest'. If and when we become aware of a conflict of interest, we will tell you before we carry out any business for you and get your consent before we continue advising you. On occasion we may have to cease acting for you, but we will help you find advice from elsewhere, if you want us to.

We are not allowed to be your trustees or to put your assets in any trust, nominee account, fund or pension scheme in which we have a material interest. You may not appoint us as an executor of your will.

Indirect benefits

We may receive non-monetary benefits from product providers. We will tell you before the transaction if we will receive some form of benefit that is above the level we have set as 'reasonable'.

Investment risk

All investments carry a degree of financial risk that will tend to increase in proportion to the potential rate of return on the investments. The value of some may fall as well as rise.

How we charge for our services

Commission free funds

We normally charge a servicing fee of between 0.1% and 0.2% per annum. Lower charges for higher value accounts can be discussed on an individual basis. Please contact us with any questions.

Commission included funds

If we receive an annual payment of 0.5% from the provider, we share this with customers paying between 50% and 60% of this once a year. This is called our Annual Bonus Scheme – please ask for details. We can only share this payment if you join the scheme and sign and agree to our terms.

Client money

We **never** hold client money.

- ‘Client money’ is money that we receive and hold on your behalf. This can be in any currency, cash, a cheque or money in a bank account.

You must not:

- Make a cheque payable to us (unless it is for payment of fees due to us); or
- Give us a blank cheque; or
- Give us cash (unless it is for payment of fees due to us).

The following is **not** client money:

- Crossed cheques made payable to someone else, which you give to us to forward to them on your behalf;
- A cheque made payable to us as payment for our services to you. If we have agreed to be paid fees for our services, we may ask for the non-refundable portion of it ahead of delivering the service to you.

If you are uncertain about any of the above, please ask us.

Handling assets owned by you

We can temporarily hold documents that evidence your ownership of assets, but you must make sure you have copies of them. We will return originals to you after using them to provide our services to you.

When we arrange investments for you, we will register these in your name. We will also make sure you receive either a contract note, documents of title, or certificates confirming that you own those investments. This paperwork will be sent to you by post as soon as possible after we receive it and we require you to check it.

You must never transfer ownership of any assets to us or to any company in which we have a controlling interest.

Data protection

We will treat all your personal information as private and confidential (even when you are no longer a client) except where we are permitted by law, required for audit purposes, or where the disclosure is made at your request or with your consent in relation to arranging transactions for you or dealing with your financial affairs. You have a right to inspect or have copies of any information we hold relating to you.

As we treat all client records as confidential, we reserve the right to provide copies of your records, for which we may make a nominal charge, rather than allow access to records containing information on other clients.

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.

Sometimes, we may need to pass your personal information to other organisations (e.g. 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). 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.

As part of this agreement we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above.

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

Financial Crime

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We'll verify your identity before undertaking any business with you. To do this we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

Best Execution

Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we'll take all reasonable steps to ensure that we obtain the best possible result for you. This is referred to as best execution.

Communications

If we need to contact you, we can either write to you or phone you. Please let us know which you prefer and if you want us to email or fax you. If you verbally ask us to do something for you, we will confirm this to you in writing to ensure we have understood your instructions correctly.

Provision of information by you

We seek to ensure that any personal information we hold about you should remain accurate and up to date; as this could affect the service we give you. Therefore, please let us know if there are any significant changes to your personal details, when they occur.

If we ask you to fill out any forms or documents, you must do this promptly, accurately and honestly. You may be committing a criminal offence by completing a form with information that is not accurate or truthful. We will not be liable to you if you suffer financially because you have not completed a form or document, fully, truthfully or accurately. As and when requested you must provide instructions to us in a timely and clear manner during the course of your work.

Ending this agreement

We may decide to stop acting for you at any time; if we do so we will write to you to confirm this. You can ask us to stop acting for you at any time, but you must do so in writing. We will keep a copy of this agreement on our files so that we have a copy of the terms on which we acted for you. Notices given by you under this agreement must be sent in writing by post. Notices will be treated as having been received by us on the second business day after you posted the notice to us.

We will have no authority to act for you after this agreement has ended. If the agreement is ended while we are providing services to you, we will finish providing the agreed services unless you ask us not to. You will have to pay any outstanding fees for our services even if this agreement has ended. Any fees outstanding at the date of termination will be due within 14 days of the termination date.

Law

These terms of business will be interpreted and construed in accordance with English law and is subject to the exclusive jurisdiction of the English courts, except if your address is in Scotland, when the courts of Scotland shall have non-exclusive jurisdiction.

Who authorises us?

We are authorised and regulated by the Financial Conduct Authority (FCA), 25 The

North Colonnade, Canary Wharf, London, E14 5HS. www.fca.org.uk. Our firm reference number is 125949.

Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages.

You can check our details on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

Unless we tell you otherwise, we'll treat you as a retail client for investment business (e.g. pensions, ISAs and other investments) or as a consumer for protection business. This means that you are given the highest level of protection available under the UK's regulatory system.

What if things go wrong?

If you are unhappy with any aspect of our services, we encourage you to contact us as soon as possible. We'll do our best to resolve your concerns.

- Telephone: 01372 456219
- Email: discounts@power-robbins.co.uk
- In writing: Paul Power, Power Robbins, Fileturn House, Church Road, Bookham Surrey KT23 3JP

We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at www.financial-ombudsman.org.uk.

If your complaint relates to products or services you have bought from us online, or by other electronic means such as by email, you may refer your complaint to the online dispute resolution (ODR) platform at <http://ec.europa.eu/odr>.

Additional peace of mind

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 are covered for up to a maximum of £50,000 per person per firm.

Insurance – In the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.

- Further information is available from the FSCS at www.fscs.org.uk.