

Terms of Business

This letter is an important document which you should read carefully when considering buying certain financial products.

This agreement is between Ruth Whitehead Associates and yourself. If you have any queries about the agreement or require clarification on a particular matter, please don't hesitate to call 020 7254 8262 or email info@rwafinance.co.uk. Alternatively you can write to Ruth Whitehead Associates, 103b Stoke Newington Church Street, London N16 0UD.

This is intended to inform you about:

1. Overview of our firm and services
2. Fees
3. Complaints

Overview

Background

Ruth Whitehead Associates is a financial and business planning consultancy that offers objective, independent financial planning to private individuals and smaller companies or partnerships.

Who regulates us?

Ruth Whitehead Associates is authorised and regulated by the Financial Conduct Authority (FCA). The FCA's main contact address is 25, The North Colonnade, Canary Wharf, London, E14 5HS. Our FCA registration number is 474013. Our permitted business is *advising on arranging pensions, savings and investment products and non-investment insurance contracts and mortgages*. You can check this in the FCA's register at www.fca.org.uk/register or on 0800 111 6768.

What services do we offer?

We offer a range of services, from fully comprehensive overviews that provide clients with advice on every aspect of their situation, to targeted advice focusing on specific issues.

We will make a recommendation after assessing your needs.

We offer financial advice and a transactional execution only service where we act as agent for providers and managers.

Scope of advice

We are independent and are therefore able to offer products from the whole of the market which we believe gives our clients the widest possible choice. We will obtain sufficient information from you in order to outline your investment objectives, and recommendations will be confirmed in writing.

Client classification

Each client with whom the firm does business is categorised to help us identify the level of regulatory protection available to that client. It is our intention to categorise you as a retail client from the outset and provide our services on this basis as it offers the highest level of regulatory protection for you. Should you wish, and following our discussion and agreement, you may request to be reclassified as an elective professional client. In this case you will lose certain protections under the Financial Services and Markets Act 2000 enforced by the FCA. This means, that amongst other things, we will not have to adhere to all of the rules as set out by the regulator in respect of financial promotions and we will not have to ensure that you understand all the risks associated with the transactions and services we provide.

Communications

We will communicate with you in English, both verbally and in writing. We may also meet with you face to face or communicate verbally with you by telephone. We request that clients give us instructions in writing to avoid all doubt or possible disputes. Therefore, any verbal instruction you make should be confirmed in writing thereafter.

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.

General standards

It is your responsibility to provide complete and accurate information to us and insurers when you affect your policy, throughout the life of your policy, and when you renew your insurance. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate. We cannot be held responsible for incorrect or incomplete data held in the event of inaccurate or non-disclosure.

If you fail to disclose any material information to us or your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

Any advice that we give will thus be based solely on your stated objectives, acceptable level of risk, and any restrictions you may wish to place on the type of investments you are willing to consider.

It may on occasion be necessary to amend this agreement. Unless we obtain your consent, we will give you at least fourteen days' notice of our intention to do so before conducting investment business with or for you, unless it is impracticable in the circumstances to do so.

Conflicts of interest

In the course of our dealings with you we consider it unlikely that we will have a conflict of interest, or material interest in the transaction, other than the receipt of fees or commission described below. Where, however, we have a conflict of interest, or a material interest, or where we are aware that one of our other customers has such an interest, we will disclose full details to you in writing or orally before we advise you about the transaction and give you the opportunity to object.

If we make a recommendation likely to involve a transaction with or through another person with whom we have an agreement to receive goods or services (a 'soft commission agreement') we will let you know at the time of the recommendation of any such agreement and our policy regarding them. At present we have no soft commission agreements in place.

Record keeping

We keep records of all your transactions for five years unless we are required by law to keep them longer. You have the right to inspect copies of any papers or computer records relating to your transactions. We are entitled by law to charge you for this convenience, and we may execute that right. We reserve the right not to provide you with copies of records if information relating to other parties would be disclosed.

Registration and documents

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.

We will forward to you all documents of title and documents showing ownership of your investments, including policy documents and share certificates, 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. If you prefer, we will send them one at a time. We cannot retain such title documents for whatever reason including holding them as security.

Professional indemnity insurance

We maintain professional indemnity insurance.

Data protection

Your personal information is very important to us. We will endeavour to take all due care to protect this information. We would like to highlight information that you should be aware of.

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

Product providers, lenders, investment managers and administrators may administer your policy, any existing policies you may have with them, provide other services, from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of data protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act even when your personal information is processed outside Europe.

Rights to cancel

You will be informed of your statutory right to cancel. This is normally 30 days for life and pension contracts. In some circumstances no statutory rights are granted. If this circumstance arises you will be informed in writing before any contract is concluded.

Termination requirements

You, or we, may terminate our authority to act on your behalf under these terms of business at any time, without penalty. Notice of this termination must be given in writing and will take effect immediately upon receipt of the notice. Termination will not prejudice the completion of work

already initiated on your behalf or any rights or obligations already arising. A due proportion of any charges for the service provided and any disbursement shall be settled to that date.

It may on occasion be necessary to amend the Engagement Letter where we both agree what we will do for you and what fees will be charged. Unless we obtain your consent, we will give you at least fourteen days' notice of our intention to do so, before conducting investment business with or for you, unless it is impractical in the circumstances to do so.

Clients' money

We do not hold clients' money and we never own the investments that you buy through us. We never accept cheques payable to us except in settlement of charges or costs for which we have sent you an invoice. We do not handle cash. Credit held on your notional account for you is not deemed to be client money and is not therefore held in a separate account.

2. Fees

Remuneration - paying by fee

Whether you buy a product or not, you will pay us a fee for our advice and services. If we also receive commission from the product provider when you buy a product, we will pass on the full value of that commission to you in one or more ways. For example, we could reduce our fee, or reduce your product charges, or increase your investment amount, or refund the commission to you.

We will agree the amount we will charge before beginning work.

Our standard charges:

The minimum charge for a consultation is £350 and the minimum charge for organising any product is £500.

Investment contracts (ISAs, unit trusts, investment bonds etc)

ISAs – 3% of the premium plus an ongoing charge of 0.5% of the fund p.a.

Funds – one-off initial charge of 5% of the amount invested, plus an ongoing charge of 0.5% of the fund p.a.

Pension switching and transferring into drawdown - 5% of the initial premium and an ongoing charge of 1% of the fund p.a.

Annuity purchase – 3% of the premium subject to a minimum fee of £500.

Regular premium investment contracts – up to nine months premiums plus an ongoing charge of 0.5% of the fund.

Regular premium protection contracts - eighteen months' premiums plus 2.5% of the ongoing premium, or commission.

Our Engagement Letter discloses all costs prior to work being completed. You will also receive that information in the form of an illustration from the provider, and again in the Financial Report we prepare for you.

Alternatively you can choose one of the following options:

Fixed Price. We will agree a fixed price in advance of any work being started. This may either be payable separately or via the funds product provider.

Hourly rate. This is done at an hourly rate of £350 per hour charged in 5-minute intervals. You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first. With protection contracts, the commission will be used to offset any fees due. All renewal commission will be retained as a servicing fee.

Equity release and mortgages

A fee agreed in advance, the amount reflecting the complexity of the case. This fee will be payable at the outset. We will also be paid commission from the chosen provider which is disclosed to you from the outset.

3. Complaints

It is our intention to always provide the highest quality level of advice and service.

If you feel you need to make a complaint we are committed to dealing with it effectively and fairly in accordance with the FCA's complaint handling rules and guidance.

In the first instance, please contact us:

In writing: Ruth Whitehead Associates, 103b Stoke Newington Church Street, London N16 0UD

By phone: 020 7254 8262

By email: info@rwafinance.co.uk

If you cannot settle your complaint with us, you have the right to *refer it to the Financial Ombudsman Service, free of charge, at The Financial Ombudsman Service Exchange Tower, London E14 9SR, or by going to their website www.financial-ombudsman.org.uk.*

Financial Services Compensation Scheme (FSCS)

If the FSCS judges that a firm is in default it must pay compensation to all claimants affected by the default. The limits of compensation for each complainant are as follows:

Deposits

Deposits: 100% of the first £85,000.

Home finance limits

The maximum level of compensation for claims against firms declared in default **on or after 1 January 2010** is £50,000 per person per firm.

The maximum level of compensation for claims against firms declared in default **before 1 January 2010** is 100% of the first £30,000 and 90% of the next £20,000 up to £48,000 per person per firm.

Investment limits

The maximum level of compensation for claims against firms declared in default **on or after 1 January 2010** is £50,000 per person per firm.

The maximum level of compensation for claims against firms declared in default **before 1 January 2010** is 100% of the first £30,000 and 90% of the next £20,000 up to £48,000 per person per firm.

Insurance limits

Long-term insurance (e.g. pensions and life assurance)

The maximum level of compensation for claims against firms declared in default **on or after 1 January 2010** is 90% of the claim with no upper limit.

The maximum level of compensation for claims against firms declared in default **before 1 January 2010** is 100% of the first £2,000 plus 90% of the remainder.

Compulsory insurance (e.g. third party motor)

Claims for compulsory insurance are protected in full.

Non-compulsory insurance (e.g. home and general)

The maximum level of compensation for claims against firms declared in default **on or after 1 January 2010** is 90% of the claim with no upper limit.

The maximum level of compensation for claims against firms declared in default **before 1 January 2010** is 100% of the first £2,000 plus 90% of the remainder.

General insurance advice and arranging

The maximum level of compensation for claims against firms declared in default **on or after 1 January 2010** is 90% of the claim with no upper limit.

The maximum level of compensation for claims for business conducted **on or after 14 January 2005** and against a firm declared in default **before 1 January 2010** is 100% of the first £2,000 plus 90% of the remainder. Advice and arranging of compulsory insurance from the same period is protected in full

Third party rights

This Terms of Business excludes any rights which may be conferred upon third parties by the Contracts (Third Party Rights) Act 1999. In order to advise you properly, we must obtain certain information from you about your financial and personal circumstances, to assess your suitability for particular products and services.

This Terms of Business is governed by and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

Client Name(s)

Client
signature(s)

Date of
signature(s)
