

Keith Higginson Financial Services Ltd

The Office, Llys-Teg, Cold Blow, Narberth, Pembrokeshire, SA67 8RR
Telephone 01834 860508 Fax 01834 861630
www.westwalesifa.co.uk

Authorised and regulated by the Financial Services Authority

Terms And Conditions Of Business

To.....

Issued.....

The Terms of Business becomes effective from the date of issue, as indicated above and replaces all previous versions.

Keith Higginson Financial Services Ltd are Independent Financial Advisers and are authorised and regulated by the Financial Services Authority (the FSA) and are bound by the FSA's Rules, registration number 221540. These details can be found on the FSA's website, www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

We are required to categorise our clients as either "Retail" or "Professional". We will classify you as a Retail Client. This will give you the highest level of consumer protection and in some circumstances access to the Financial Ombudsman Service.

We are not tied to one company's products and, therefore, are able to be impartial when giving advice and on arranging life assurance, pensions, investments in authorised unit trusts, ISAs, non-investment insurance contracts.

We offer independent financial advice, but occasions can arise where we, or one of our other customers, will have some form of interest in business that we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. If we can continue to act for you, we will tell you how we will ensure your interests are protected. On occasions we may have to cease acting for you, but we will help you find advice from elsewhere, if you want us to.

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.

Any recommendations we make subsequent to this Terms of Business will take into account your stated investment objectives, attitude to risk and any restrictions you wish to make on the type of investments or policies you want to consider and this will be confirmed to you in a suitability report at that time. Before you enter into any investment agreement, we will explain the risk, but you must tell us if you do not understand the risk associated with the product or if you do not wish to accept that level of risk.

BEST EXECUTION

We seek to obtain the best possible result for our clients when we place orders for investments with other firms. This process is commonly known as "best execution". A copy of our Best Execution policy is available on request.

CANCELLATION OF REGULAR PREMIUM POLICIES

If we arrange for you to take out a life policy and you have not chosen to pay a fee, we will receive commission from the life office.

IF YOU SUBSEQUENTLY CEASE TO PAY PREMIUMS ON THE POLICY and in consequence we are obliged to refund commission that has been paid to us, WE RESERVE THE RIGHT TO CHARGE YOU A FEE based on the number of hours spent in advising you and arranging the policy, BUT WE WILL NOT CHARGE A FEE IF YOU EXERCISE YOUR RIGHT TO CANCEL THE POLICY IN ACCORDANCE WITH THE CANCELLATION NOTICE SENT TO YOU BY THE LIFE OFFICE.

If we recommend to you any policy to which this paragraph applies, we will at the same time inform you in writing of the maximum amount of any such fee and of the latest time at which we would charge it.

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.

We will communicate with you orally and in writing. We prefer instructions to be given to us in writing to avoid any possible disputes. If any instructions are given orally then they should be confirmed in writing. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably.

We keep records of all your investment transactions for at least six years. You, or your appointed agent, have the right to inspect the records at a mutually convenient time. As we treat all our clients' records as confidential, we reserve the right to give you copies of your records where in certain circumstances to release the original would compromise other clients' confidentiality.

We will register all investments in your name unless otherwise agreed in writing. All contract notes and documents of title in respect of your investment will be forwarded to you, unless otherwise instructed in writing, as soon as practicable after being received by us. Where a number of documents relating to a series of transactions are involved, we will normally retain the documents until the series is complete and then we will forward them to you.

We maintain professional indemnity insurance.

If you should have any complaint about the advice or services we provide, please write to Keith Higginson at the above address. A copy of our Complaint Handling Procedures is available on request. If you are not satisfied with our handling of your complaint you may be entitled to refer the matter to the Financial Ombudsman Service, details of which will be given to you at that time.

TERMINATION

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 transactions already initiated on your behalf or any rights or obligations already arising.

We have only one principal who is responsible for the day-to-day conduct of investment business. If he were unable to conduct business (say through illness), we would not want your interests to suffer. We have therefore made a formal arrangement with Hedley Asset Management Ltd of Williamson House, Swan Square, Haverfordwest, Pembrokeshire to carry out our investment business obligations if we are unable to conduct investment business for a period of more than 14 days.

WE DO NOT HANDLE CLIENTS' MONEY

We never accept a cheque made out to us (unless it is a cheque in settlement of our charges or disbursements for which we have sent you a fee note) or handle cash.

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

By signing these Terms and Conditions of Business:

1. You agree that the information we hold about you can be held on computer and/or paper files.
2. You agree that any information, which you give us, may be disclosed to third parties (e.g. credit reference agencies and product providers) for the purpose of processing your application or to another firm upon the sale of all or part of our business.
3. You agree that we may use the information that we hold about you to contact you from time to time by post, fax, e-mail or telephone to bring to your attention additional products or services which may be of benefit to you.
4. We agree that any consent given by you under paragraph 3 above may be withdrawn by you at any time by contacting us in writing at:
The Office, Llys-Teg, Cold Blow, Narberth, Pembrokeshire, SA67 8RR.
5. You hereby appoint Keith Higginson Financial Services Ltd as your Independent Financial Adviser and authorise the firm to obtain all information in respect of life policies, pensions, investments, mortgages and any other contracts considered necessary to enable the provision of "Best Advice" in accordance with the Financial Services and Markets Act 2000.
6. You also appoint Keith Higginson Financial Services Ltd as your IFA in respect of any new contracts effected by you of which you have received advice as classified under the Financial Services and Markets Act 2000. You authorise Keith Higginson Financial Services Ltd to become the servicing agent for all existing policies held with other providers.

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.

Signed Dated

Signed Dated

Signed for and on behalf of Keith Higginson Financial Services Ltd:

Dated:

VERSION 15 09/10

From time to time we may contact you by telephone or in person, to bring to your attention additional services or investments that may be of interest to you. If you have any objection to us contacting you in these circumstances, please tick the box below.