



### **Terms of Business**

Integral Financial Advice Limited is authorised and regulated by the Financial Services Authority (FSA). Integral Financial Advice Limited's FSA Register number is 505743. You can check the above details on the FSA Register by visiting the FSA website [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do) or by contacting the FSA on 0845 606 1234.

### **INVESTMENT SERVICES**

Integral Financial Advice Limited is permitted to advise on and arrange (bring about) deals in investments and advise on investments. The particular investment types relate to life assurance, pensions, investments in authorised collective investment schemes, stocks and shares, Unit Trusts PEPs and ISAs.

With regard to investments which we have arranged for you, these will not be kept under review but we will advise you upon your request. However, we may contact you in the future by means of an unsolicited promotion should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you.

**Integral Financial Advice Limited does not handle clients' money.** We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice) or handle cash.

### **TREATING CUSTOMERS FAIRLY**

Integral Financial Advice Limited fully subscribes and adheres to the Financial Services Authority focus on 'treating customers fairly'. We regard the interest of our customers as paramount and this is always our primary concern.

Therefore, we ensure that:

1. Our business dealings are conducted with the utmost integrity.
2. We always pay careful concern to the information needs of our clients, and communicate information to them in a way that is fair, clear and not misleading.
3. Any conflicts of interest are managed fairly, in whatever situation.
4. Our customers can rely on the suitability of our advice and discretionary decisions.
5. Our systems and procedures reflect this culture and procedure.
6. There are clear and regular reporting procedures to check the implementation of these points.
7. There is a clear business strategy in our Company continually to reflect these principles.

### **MATERIAL INTERESTS**

We will act honestly, fairly and professionally known as conducting business in "client's best interest" regulations. Occasions may arise where we or one of our other clients will have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment. In accordance with the rules of our regulator, the FSA, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

### **TERMINATION OF AUTHORITY**

You or we may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated, which will be completed according to these terms of business unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees, which may be outstanding.

### **RIGHT TO CANCEL**

We will inform you of your statutory right to cancel. The Distance Marketing Directive normally grants you 30 days in which you may cancel a life or pension contract. However, there will be occasions where no statutory rights are granted, however this will be explained before any contract is concluded.

### **CLIENTS RISK**

You are advised that because investments, and the income arising from them, can fall as well as rise, you may not get back the full amount invested. Past performance is not a guide to future performance.

### **DATA PROTECTION STATEMENT**

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us (or any company associated with us) 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 other companies associated with us, product providers, the FSA 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.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the commission or alleged commission of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life; or your membership of a Trade Union.

Please tick this box to confirm your consent to us or any company associated with us processing any such sensitive personal data.

If you are happy for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS, please tick this box.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 0808 126 3141 or in writing at Brooks House, 1 Albion Place, Maidstone, Kent ME14 5DY. You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purposes. 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 us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

### **PAYMENT FOR SERVICES**

#### **Commission**

We can derive our income from commission paid to us by life assurance companies and the operators of collective investment schemes through which investments are made. We shall tell you the amount of commission payable to us on any such investment.

If we receive a commission or other form of benefit from the issuer of a security or from another intermediary, we will inform you.

Alternatively, if you or we propose to operate on a fee basis, we will agree its basis, frequency and method with you in writing before we carry out any chargeable work. Should we receive commission from any third party in relation to transactions arranged for you, we will offset the amount received against any fees due.

#### **Fees**

We normally charge fees in the following circumstances.

- a) If the work we do for you does not relate to investments on which commission is payable.
- b) If it is agreed that work is carried out on a fee basis with any commission that would be payable being reinvested into the investment contract. In these circumstances where a fee is proposed we will obtain your written agreement before we carry out the work.
- c) If you instruct us either verbally or in writing to give you advice on a non-fee payment basis, but do not arrange the sale or purchase of any investment product with us. In these circumstances we reserve the right to levy a fee to cover the costs of work carried out on your behalf. We will confirm the fee in writing.

#### **ACCOUNTING TO YOU**

Unless in exceptional circumstances, we will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf.

We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. 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 is involved, we will normally hold each document until the series is complete and then forward them to you.

#### **INVESTMENT OBJECTIVES & RESTRICTIONS**

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. Details of your stated investment objectives will be included in the suitability letter we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

### **CLIENTS CONSENT**

I understand and consent to the above terms and I hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties. I agree that the Terms of Business will come into effect from the date of signing.

Name		
Signature		
Date of Issue		