

TERMS OF BUSINESS

1. Introduction

These terms of business apply to all services provided to you by Gee & Company (Financial Planning) Limited. When you instruct us to provide a service for you we will normally send you a letter (“Engagement Letter”) confirming your instructions. The terms of that letter (if any) and these terms of business will together form the contract between us for that engagement.

In these terms “we”, “us” or “our” (and similar expressions) refers to Gee & Company (Financial Planning) Limited and “you” or “your” (and similar expressions) refer to our client.

2. About Us

Gee & Company (Financial Planning) Limited is a limited company registered in England. Our registered number and address are given at the foot of this page.

We provide services in relation to investment and insurance products regulated under The Financial Services and Markets Act 2000 and we are authorised and regulated by the Financial Services Authority (FSA) to arrange and advise on investments and general insurance products.

Our FSA Register number is 455935.

We are not authorised to handle client money – see paragraph [8] below.

You can check this on the FSA Register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

At the date of these terms we have no interest in any insurance undertaking and no insurance undertaking has any interest in us. We will notify you before each engagement if this position has changed.

3. Scope of Our Services

The services we provide will be described in the Engagement Letter or will otherwise be agreed between us at the outset of the engagement.

We may offer advice on investment products and where we do so we will offer products from the whole of the market. This does not necessarily mean that we will consider every available product on the market but rather that we have selected the product from a sufficiently wide number of providers to ensure that your interests are paramount.

We may offer advice about general insurance and protection products and where we do so, we will offer products based on a fair analysis of the market. This means that we have selected the product from a sufficiently wide number of providers to ensure that your interests are paramount.

We may also arrange investment and insurance products for you at your request. Where we do so we will not offer any advice on the suitability of such product and it is your responsibility to ensure that the product meets your requirements.

4. Charges

We seek an open relationship with our clients and will be happy to discuss any aspect of our charges at any time. In relation to investment advice our Engagement Letter together with the Fee Agreement will explain the specific basis of charging for the service to which it relates:

Fees - We may charge an hourly fee generally based on the time we spend including meetings, preparation and thinking time, correspondence, telephone calls and time spent working on papers. Our Engagement Letter will outline the relevant hourly rates for the personnel involved in the engagement. We may propose a 'fixed' fee based on our estimate of the time that will be taken. The term of the fixed fee arrangement will be in the Fee Agreement.

Commission and fees - We may charge a combination of fees and commission. Where we receive a combination of fees and commission, the initial commission we receive from the product provider may be passed on to you by reducing your fees, reducing your product charges or increasing your investment amount. Where this occurs we will not provide advice on your personal tax liability in receiving such rebate and it is your responsibility to take appropriate advice.

Commission - We may be remunerated by commission received from product providers. That does not mean our service is free as you still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission. These charges reduce the amount left for investment. If you buy direct from the product provider, the product charges could be the same as when buying through as adviser, or they could be higher or lower. Details of how the amount of commission payable will be calculated are attached. The actual amount of commission receivable will be disclosed once ascertained.

We will receive commission for arranging general and pure protection products and we will tell you the amount on request.

5. How We Act For You

Client classification - Unless we agree otherwise with you we will classify you as a retail client for the purposes of the FSA rules.

Written instructions - We prefer our clients to give us instructions in writing to avoid possible misunderstandings. We will, however, accept oral instructions provided that they are subsequently confirmed in writing

Email communications - If you have the necessary facilities we may communicate with you by email, except to the extent that you instruct us not to. Documents sent to you by email will not be encrypted

Registration of investments - All investments will be registered in your name unless you first instruct us otherwise in writing. We will forward documents of title to investments to you 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 the documents until the series is complete.

Conflicts of interest - Occasions may arise where we, or one of our other clients, will have some form of interest in business which we are transacting 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 inform you in writing and obtain your consent in writing before we carry out your instructions.

6. Value Added Tax

All fees quoted will be net of VAT which will be added to your charges as applicable.

7. Payment Arrangements

Unless agreed otherwise our bills must be paid within 30 days of delivery failing which we reserve the right to charge you interest on the balance outstanding from that date at an annual rate of 3% above HSBC Bank plc's base lending rate from time to time.

8. Client Money

We do not handle client money. This means that we never accept a cheque made out to us (other than a cheque in settlement of our fees, charges or disbursements for which we have sent you a bill) nor may we handle cash.

9. Complaints Procedure

Gee & Company (Financial Planning) Limited maintains an internal complaints procedure. If you should have any cause to complain about the services and advice we have provided please contact the Managing Director at Foresters Hall, 1A Wyle Cop Shrewsbury SY1 1UT. We promise to deal with your complaint in a fair and objective manner. If following our subsequent investigation and response you are still not satisfied you may contact the Financial Ombudsman Service. Full details are contained within our internal complaints procedure, which is available to you on request at any time.

10. Professional Indemnity Insurance

As required by the FSA, Gee & Company (Financial Planning) Limited maintains professional indemnity insurance for the protection of our clients in the event of negligence by any employee.

11. Compensation Arrangements

If you make a valid claim against Gee & Company (Financial Planning) Limited and we are unable to meet our liabilities in full; you may be entitled to redress from the Financial Services Compensation Scheme (FSCS). Further information is available from the FSA and the FSCS.

The FSCS also produce an explanatory leaflet "How we handle your claim for compensation – Deposit & Investment claims" available from their website or you can order a copy by telephone. Details for the FSCS are: Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsooken Street, London E1 8BN, Tel: 020 7892 7300, Web: www.fscs.org.uk E-mail: enquiries@fscs.org.uk

12. Data Protection Act 1998 and Disclosure of Personal Data

In the conduct of our business with yourself we will need to collect information about you which we will hold as data controllers under the Data Protection Act 1998. We will use this information to analyse your current and future needs so that we can ensure that any advice is suitable to your particular circumstances.

The FSA requires us to keep records of our business transactions for at least three years; life and pension transactions for six years and indefinitely for pension transfers, opt-outs and FSAVCs. However, we will not keep records longer than is necessary.

You or your appointed agent have the right to inspect all records relating to yourself and your transactions through ourselves and where appropriate have it corrected or deleted. All such requests for information must be referred to the Managing Director at Gee & Company (Financial Planning) Limited.

Where other firms authorised under the FSMA 2000 provide investment business service to Gee & Company (Financial Planning) Limited, then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions you are aware that sensitive personal information (e.g. health details) held by us may be disclosed on a confidential basis to such authorised companies.

There may also be occasions when the FSA need to look at your personal information and records of transactions held by us, and they may need to contact you directly.

13. Termination of Terms of Business

You, or we, may terminate these instructions at any time, without penalty. Notice of such termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated that will be completed according to these terms of business unless otherwise agreed in writing. We shall be entitled to remuneration for any work undertaken prior to such termination.

14. Statutory Rights

Nothing in these conditions will reduce your statutory rights relating to faulty or misleading advice. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

Example engagement letter

Dear client

Thank you for your kind instructions to [].

[We have agreed that I will carry out a review of your current circumstances and thereafter review your portfolio of investments every 6 months. I will not take action between reviews unless you specifically request me to.]

[We have agreed that I will provide a one off review of your circumstances and make recommendations. I will not take any further action unless you specifically request me to do so]

[Other description of what service is to be provided]

[execution only wording]

We have agreed the following payments for this service

Payment arrangements – merge current fee agreement