



## TERMS OF BUSINESS

THIS DOCUMENT IS IMPORTANT. PLEASE READ IT AND RETAIN IT FOR REFERENCE

The boxes highlighted below detail the types of business your Advisor is authorised to provide advice on.

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<b>Investment business</b>	<input checked="" type="checkbox"/>
<b>Insurance business</b>	<input checked="" type="checkbox"/>

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1. Bank House Investment Management Ltd is authorised and regulated by the Financial Services Authority. Bank House Investment Management Ltd's FSA number is 451839. You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.
2. These terms of business should be read in conjunction with 'About our services and costs' disclosure document.
3. Your advisor is independent and acts on your behalf as your agent. Your advisor is able to provide independent advice on the products of different companies from the whole of the market. The regulated products which your advisor may advise on or arrange include life assurance, pensions and investment products such as unit and investment trusts, personal equity plan ("PEP") transfers, individual savings accounts ("ISA"), general insurance and tax planning schemes such as Venture Capital Trusts, Enterprise Investment Schemes.
4. Your Adviser may provide independent advice on, or arrange some, products and services which are not regulated by the FSA, such as debt counselling and unsecured loans. Your adviser may also provide advice on unregulated collective investment schemes.
5. In providing investment services to you, we will categorise you as a 'retail client'. The type of client category will determine the level of protections afforded to you under the regulatory system. As a 'retail client' the regulatory protections available to you are determined by this category and will be the highest available.

Where we have categorized you other than as a 'retail client' (see above), you may request re-categorisation under a client category, which benefits from a higher degree of protection. However, we reserve the right to agree to such a re-categorisation on a case-by-case basis, and where we agree to do so it does not necessarily mean that you will have a right of access to the Financial Ombudsman Service.

6. It is your responsibility to provide complete and accurate information to your Adviser. A failure to do so, or a failure to inform your Adviser of any subsequent changes may affect the quality of advice you receive. A failure to provide your product provider with complete and accurate information, or to notify your product provider of any change in the information previously disclosed, may invalidate your policy. It is not the responsibility of your Adviser to verify any information that you provide to us or to ensure that the information is complete before passing it on to an insurer or other provider.
7. Where advice is being given, your Adviser will complete a detailed fact find to enable appropriate advice to be given to you. The advice will be confirmed in writing.
8. It is important that you read and understand any policy documentation or terms and conditions provided to you. Please ask your Adviser if you have any queries. Enquiries can also be directed to your product provider or insurer at any time.
9. Your Adviser's authority to act on your behalf under these terms of business may be terminated by you or your Adviser at any time, without incurring more cost to you other than any fees already incurred. (Investment business only- You must give a minimum of 7 days' notice to us in writing. Your Adviser will provide a notice of termination consequences tailored to your circumstances. If you wish to know the consequences of termination before you decide to issue us with notification of termination your Adviser will write with the list of consequences within 14 days of a request.)
10. In order to avoid possible disputes, you are required to give your instructions to your Adviser in writing. Oral instructions may be accepted provided they are subsequently confirmed to you in writing. If not confirmed, your Adviser may still act on your instruction but will not be obliged to do so. All correspondence will be conducted in English.
11. These terms of business are governed by the laws of England and any disputes are to be dealt with within this jurisdiction.
12. Your Adviser offers independent advice but occasions can arise where your Adviser will have some form of interest in the business which is being transacted for you. If this happens or Bank House Investment Management Ltd becomes aware that our interests or those of one of our other clients may conflict with your interests, your Adviser will inform you in writing and obtain your consent before carrying out your instructions.
13. Your Adviser will act as your agent in advising you and arranging investments and insurance. All investments and insurances purchased or arranged through your Adviser will be registered in your name unless otherwise instructed in writing. Any relevant documents sent to your Adviser for onward transmission will be forwarded to you as soon as practicable. Where a number of documents relating to a series of transactions is involved, your Adviser may hold the documents until the series is complete and then forward them to you. Your Adviser is not permitted to hold documents indefinitely on your behalf.
14. If applicable, your Adviser will advise you on your right to cancel or withdraw from a product at the time of sale. However your Adviser is not obliged to write to you to update that advice or to remind you of those rights once the sale is completed.

15. Your Adviser will not sign any documents on your behalf and will not accept any power of attorney or other authority to do so.
16. If your Adviser arranges a pension fund withdrawal contract for you, it is normal practice for them to undertake regular reviews for the duration of the plan. However, in the case of any other product your Adviser will not normally give you any further advice, unless otherwise indicated in the Keyfacts document(s) and agreed by you, but will be pleased to do so at any time upon request. We strongly recommend that you contact your Adviser for advice where there are any changes to your personal circumstances, for example a change in employment. This will assist your Adviser to provide you with appropriate advice.
17. Bank House Investment Management Ltd operates on a fee paying and/or commission basis. We derive most of our commission income from transactions in life assurance, pensions, PEP transfers, ISAs, unit trusts and other regulated collective investment schemes and in investment trust companies' shares held in an ISA or regular savings scheme. Your Adviser will tell you the amount of commission payable to us on any such investment. If we receive commission or any other form of benefit from any other regulated product or service, your Adviser will inform you but your Adviser will only tell you the amount on request.
18. If section 4 of the 'About our services and costs' document shows a fee is payable you will be asked to sign a separate Fee Agreement which will state the services to be provided and how the work will be costed.
19. Your Adviser is not authorised to handle client money. All cheques for premiums, investment monies of any kind or lender or professional fees must only be made payable to the Life Assurance Company, friendly society, and investment management group or firm providing the product or service concerned. Under no circumstances should a cheque for premiums or investment monies of any kind be made payable to, or cash given to your Adviser, (except in the payment of invoices issued by Bank House Investment Management Ltd under a Fee Agreement)
20. Personal data and information supplied by you will be used by your Adviser for the purpose of processing any transaction your Adviser has advised on or arranged. Wherever possible, your Adviser will keep records of all transactions for at least 40 years. Your personal information will be treated as private and confidential (even if you are no longer a client) except where disclosure is made at your request or with your consent or as required by law. From time to time the FSA may audit our activities and inspect your file.
21. In considering your requirements, and to check against fraud and money laundering, we may search your records at or disclose personal information to credit reference agencies and fraud prevention agencies. They will add details of our search to your records. If you give us false or inaccurate information we will record this.
22. In the interest of security, we may monitor and /or record your telephone calls with us. Your Adviser will make and retain photocopies of passports, driving licences and other identification which you provide for money laundering prevention purposes.

23. Bank House Investment Management Ltd maintains professional indemnity insurance and policy details are available, upon request. Neither your Adviser, nor our employees and agents will be liable for any loss suffered by you under these terms of business, unless such loss arises from our negligence, wilful default, fraud or breach of FSA rules or regulations. Please also see the Section in the 'About our services and costs' document titled 'Are we covered by the Financial Services Compensation Scheme ("FSCS")'.
24. Bank House Investment Management Ltd may transfer all or any of its rights and obligations under any agreement entered into with you, to persons or institutions at its discretion.
25. Bank House Investment Management Ltd may change these terms of business by giving you ten business days' notice. These terms take effect from the date of issue of these Terms of Business.
26. The information you've 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, by manual and 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.

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

**Please tick this box, 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.**

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.

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 01242 420074 or by writing to: - Tristan Freer, Tavistock House, No.5 Rodney Road, Cheltenham, Glos GL50 1HX.

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.

**27. 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 acceptance of this agreement.

Client Name(s): .....

Client signature(s):.....

Date of signature(s):.....

**Adviser Declaration:**

Signed .....

Date of Issue .....

**For Bank House Investment Management Ltd**