

## TERMS OF BUSINESS

Jonathan Davis Wealth Management Ltd is authorised and regulated by the Financial Services Authority (FSA). Our registration number is 458630. These items can be checked on the FSA 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. Reg'd in England. Reg'd Office: The Granary, 39 Bell St, Sawbridgeworth, Herts CM21 9AR

The provisions of these Terms of Business come into force with immediate effect, and will last until its provisions are superseded and an appropriately amended Terms of Business is issued to you.

Unless we notify you in writing to the contrary, we will be treating you as a "retail client". This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service. Details of our complaints procedure are available on request.

We normally ask our clients to give us instructions in writing, to avoid possible disputes. However, we will accept oral instructions provided they are followed up in writing. When we have arranged any investments for which you have given us instructions, we will not give you further advice unless otherwise agreed, but will be glad to advise you at any time you wish us to do so. However, we may contact you in the future by means of an unsolicited promotion (by telephone or post) should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you.

You, or we, may terminate the authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will not affect the completion of any transaction already initiated on your behalf. The client shall pay for any transactions made prior to termination and any fees outstanding. In executing or transmitting orders on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you in terms of best execution.

Any advice or recommendation that we offer to you, will be based on your stated objectives, circumstances and take into account any restrictions that you wish to place on the type of products you would be willing to consider.

Full details of the products we may recommend to you including, for example, the minimum duration of the product, information on the right to cancel or whether no right to cancel arises, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

We will endeavour always to act in the best interests of our clients. However, circumstances can arise where we, or one of our other customers, 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 customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions.

We are independent of any provider and will act on your behalf in advising you on life assurance, pensions, unit trusts, and other investments. Because your adviser is independent, he or she can advise you on investment products from the whole of the market. Advice on insurance based product is based on a range of insurers, i.e. a fair analysis of the market. Your adviser will also offer advice on a product on the basis of a fair analysis of the market.

We have no holdings, directly or indirectly, representing more than 10% of the voting rights or the capital of an insurance undertaking.

No insurance undertaking or parent of an insurance undertaking has a holding, directly or indirectly, representing more than 10% of the voting rights or of the capital in the firm.

There is no additional cost to you for using a means of distance communication.

We keep records of all our business transactions for at least six years, and in some cases indefinitely. You (or your agent) may inspect contract notes, vouchers, and entries in books (whether kept manually or electronically) which relate solely to your investments. As we treat all our clients' records as confidential, we reserve the right not to give you copies of your records if to do otherwise would be to allow access to files containing records about other clients.

Jonathan Davis Wealth Management  
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Correspondence: 6 Riverside Avenue, Broxbourne, Herts EN10 6QZ  
City: Token House, 12 Tokenhouse Yard, London EC2R 7AS

All your investments will be registered in your name unless otherwise agreed in writing. We will forward to you all contract notes and 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 are involved we will normally hold each document until the series is complete and then forward them to you.

In most cases you can exercise a right to cancel, by withdrawing from the contract recommended to you. In general terms you will normally have a 30 day cancellation period for a life, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies.

The start of the cancellation period will normally begin, for pure protection policies, when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

All charges/fees will be fully disclosed to you. These will be disclosed in summary form before we undertake any work for you. The precise charges relating to any recommendations we make will be confirmed in your Suitability Report or relevant product disclosure information that is provided to you.

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. We will also need to maintain certain other records.

Please be aware that investments can fall as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance. Specific warnings relevant to the investments, or investment strategies, we recommend will be confirmed to you in your Suitability Report.

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 below a few matters relating to your information that you should be aware of.

Some services are provided to Jonathan Davis Wealth Management Ltd 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 Jonathan Davis Wealth Management Ltd 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 and Investment Managers may administer your policy, any existing policies you may have with them and 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.

You understand that we have a legal obligation to ensure that the information within our records is kept up to date, but can only do so if provided with up to date information by you.

There may be a delay in processing any application due to anti-money laundering and identity checking procedures. We are not liable for any such delay should it occur.

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

We are remunerated by:

1. **Fee:** Our fees are based upon time spent working on your affairs or an agreed fee for specific work.
2. **Commission:** We may derive income from commission paid to us in respect of transactions with providers of venture capital trusts, unit trusts, pensions, life assurance, and others. We shall tell you the amount of commission payable to us on any investment. If we receive commission on any other form of benefit from the issuer of a security or from another intermediary, we will inform you.

Your adviser has a specific hourly rate based upon expertise and experience. The rate or project cost will be considered at the initial interview and an indication will be given of the need to involve other advisers who may have specialist expertise. We will write to you with an indication of our fee for the work we shall perform for you.

Invoices, where appropriate, are sent to clients on completion of work and our terms are strictly 14 days. We reserve the right to cease work on your affairs if fees remain unpaid in which case we will inform you of our decision. Where available, you may settle fees by instructing us to take commissions from the product provider – up to the amount agreed in our agreed costing. It may also be appropriate for us to take an annual commission from arrangements which will be used to cover the cost of the ongoing wealth management service.

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.

I authorise the transfer of information, on a confidential basis when warranted between any such third parties. I acknowledge that the Terms of Business Letter will come into effect from the date of issue and I acknowledge receipt of Keyfacts about our services and costs document.

For Jonathan Davis Wealth Management Ltd

Name .....J Davis .....

Date .....

Signed .....

I confirm receipt of the following:

Terms of Business  My business card

Key Facts “about our services and costs”

I/we instruct you to proceed as follows:

- ❖ Jonathan Davis Wealth Management Ltd is to receive commission, which will be paid by the product provider’.
- ❖ I/we will pay fees, as per your scale, which may attract VAT. Commission can be paid to cover the agreed fee’.

Basis of agreed fees:

**I also confirm that I AM / I AM NOT happy to give Jonathan Davis Wealth Management Ltd my express consent to contact me by telephone to discuss advising on or arranging financial or insurance products in future. (Delete the non-applicable statement.)**

**Please signify your acceptance of these terms by signing two copies, retaining one for your files and returning the other to us.**

Signed .....

Signed .....

Date .....

Date .....