

**820 The Crescent
Colchester Business Park
Colchester
Essex
CO4 9YQ**

Tel: 01206 838400
Fax: 01206 838401

TERMS OF BUSINESS
(CORPORATE CLIENT COPY)

e-mail: ifa@scruttonbland.co.uk

Compliance Officer: Andrew Strickland

**Fitzroy House
Crown Street
Ipswich
Suffolk
IP1 3LG**

Tel: 01473 267000
Fax: 01473 267001

1. Independent financial advice

The Financial Conduct Authority (FCA) regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 1116768.

Scrutton Bland Limited is a firm of independent financial advisers. We provide financial planning advice, which embraces investment, pension, tax and life assurance issues. When we recommend products we consider impartially the products of relevant companies on an unrestricted basis. We recommend whatever course of action we consider to be in our clients' best interests.

Not all financial advisers are independent. However, we are totally unbiased and unrestricted. Our advice is based on a comprehensive and fair analysis of the relevant markets and we are impartial as our focus is on advice.

You should be aware that investments carry varying degrees of risk and as their underlying value can fall as well as rise, you may not get back the amount invested.

2. Classification of clients

Unless we notify you in writing to the contrary, we will be treating you as a "retail client" for investment business, despite the fact that you are a business client. This means that we undertake a greater obligation of disclosure and communication of risk than would otherwise be necessary, but it does not necessarily mean that business clients will benefit from the Financial Ombudsman Service. This means that you are afforded the highest level of protection under the regulatory system and you may have the right to take any complaint to the Financial Ombudsman Service.

Any advice or recommendation that we offer to you will only be given after we have assessed your needs

and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

We will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

3. Our charges

We provide you with an initial consultation free of charge. This helps us to understand your financial objectives and will confirm how we can support you in working towards these. We will also discuss the cost, and levels, of our services both initially and throughout our relationship with you.

If at the end of this meeting you decide not to proceed no fee will be payable. If you proceed in appointing Scrutton Bland Limited then this meeting will form part of the advice process and will be chargeable.

Advice, administration and implementation – all advice, administration and implementation work undertaken on behalf of a client is charged by time based fees.

Once a piece of advice and/or administration has been completed, i.e. a report issued or administration matter concluded, then Scrutton Bland Limited will seek payment for this completed work. If advice primarily involves implementation of the arranging of financial products/investments, then our fee is VAT exempt. If our advice does not involve implementation of financial products/investments, then our fee is subject to VAT.

We will invoice you directly for our services.

Our hourly rates are reviewed annually on 1 April each year and the current hourly rates are set out under section 14.1 of this document.

If you do not implement the advice within 30 days we may seek full payment through issuing an invoice. We

reserve the right to charge interest at the rate of 2.5% per month on any invoice unpaid after 30 days.

Expenses

Our standard hourly rate charges include some normal incidental expenses such as the cost of telephone calls, routine photocopying and travel time. However, there may be circumstances where in carrying out your instructions we need to incur other expenses such as travel, room hire and external consultancy costs. In these cases we will seek to recover these from you in addition to our hourly fee rates. Where this applies we will notify you in advance and confirm your agreement.

4. Identity Theft

In order to preserve the confidentiality of your information and to protect you against the risk of identity theft, we may ask you to advise us if you wish to receive information which is confidential to the business or its employees by telephone or in other ways. If you do wish to receive information in this way, we may ask you for special identifying information, such as our contact's mother's maiden name.

5. Data Protection Act

We are required for the purposes of the anti-money laundering regulations to verify the identity of our clients and one of the ways in which we might do this is to access electronically information held in the public domain. In order to facilitate our communications with you and our administration of your affairs, we will seek your consent to our recording your relevant personal information on our computer system. We will supply to you, at your request, a copy of the data relating to you and will provide you with a description of the data and the purposes for which it is processed, and with details of the source of the data and any potential recipients of the data.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, please contact The Data Protection Officer on 01206 838400 or in writing at Scrutton Bland Limited, 820 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9YQ

6. Communications

1. We will communicate with you and with others by letter, fax, telephone and email. Please let us know if any of these methods is insecure or inappropriate.
2. Our email is encrypted using Transport Layer Security (TLS) if the mail server to which we are sending accepts such an email. If this is not the case, we will use un-encrypted email for communicating with or for you, unless we have agreed otherwise. You agree that to ensure regulatory compliance and for your protection, we may monitor and read emails and attachments sent to and from our

servers. If we communicate by email, you acknowledge and agree as follows:

- i) there are some delivery risks in using electronic mail and you accept the risk of interception by third parties or of non-receipt or delayed receipt of the message
- ii) computer viruses and similar damaging items can be transmitted through emails and by introducing portable storage media into your system; we use virus scanning software to reduce these risks and ask that you do the same; however, it is not possible completely to eliminate the risk of introducing viruses
- iii) you release us from all claims, losses, expenses and liabilities caused by any of the risks referred to above and arising directly or indirectly out of that communication

3. We use filtering software to reduce the receipt of spam and the introduction of viruses into our systems. As there is a risk of filtering out legitimate correspondence, you should not assume that every email will be received. If there is any indication that an email has not been received, please follow up important communications by telephone

7. Marketing Consent

Your details will be added to our database and may be shared with Scrutton Bland's Tax and Accountancy or Insurance Departments for marketing and statistical purposes. We will not pass your details onto any parties outside the Scrutton Bland Group.

We would like to keep you informed of news and products that may be of interest to you, however, if you do not wish to receive this information, please let us know.

8. Client contacts and Complaints

The name of the financial adviser responsible for managing our relationship will be entered below your name in the section at the foot of these Terms of Business. A copy of our complaints handling procedure is available on request. Complaints should be addressed to the Compliance Officer, Andrew Strickland at 820 The Crescent, Colchester Business Park, Colchester CO4 9YQ or on 01206 838400. He will try to resolve your complaint as quickly as possible. Complaints involving financial loss or material inconvenience or material distress may be referred to the Financial Ombudsman Service.

9. Conflict of Interest and Ownership

In the event of any conflict arising between our own interests and yours, we will disclose all the relevant facts to you and if appropriate we may decline to act

for you, if the conflict of interest means that we are not able to demonstrate that we will be acting in your best interests. The majority of the share capital of Scrutton Bland Limited is owned by the partners of Scrutton Bland.

10. Compensation

We are covered by the Financial Services Compensation Scheme, which is designed to protect private individuals and small businesses. Subject to satisfying the FSCS of your eligibility, you may be entitled to compensation from the scheme if we cannot meet our obligations. Most types of investment business are covered for 100% of £50,000, whereas insurance business is covered for 90% of the claim without any upper limit.

Further information about this compensation scheme is available from the FSCS.

Exchange Traded Funds (ETFs) are **not** covered by the FSCS.

11. Disclaimer

No responsibility can be accepted by us for any failings in the implementation of our advice, if such implementation is without our involvement.

12. Law

These Terms of Business are governed by and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English courts.

13. Termination

The relationship between us may be terminated by either party giving to the other not less than 28 days written notice, but termination will not affect instructions which have been actioned or liabilities which have been incurred.

14. IFA Department Fee Schedule – 2016/17

14.1. Implementation Fee

Our current hourly rates (reviewed annually on 1 April) are:

IFA	£230
Technical Paraplanner	£100
Administrator Paraplanner	£70

Client Confirmation and Acceptance

15. On behalf of the business or company, I agree the above Terms and basis of charging, which have been explained to me.

I accept your fee rate.

16 Full advice

I am/We are seeking advice and recommendations on the following:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Investment	Pensions	Retirement	Protection
<input type="checkbox"/>	<input type="checkbox"/>		
Pension Transfer	Other		

Please proceed to collect information about my/our personal and financial situation to enable you to advise on the above issues and/or such other issues as I/we may agree should be addressed. If applicable please prepare a Report as above, which I/we agree to pay for on your stated hourly rates.

Signed:.....

Name:

Position:

On behalf of:

Dated:

Client name: - «Client_Full_Name»

Adviser instructed:
«Consultant_Salutation_Formal»

Date Printed: ADD DATE HERE

(CORPORATE CLIENT COPY)

**820 The Crescent
Colchester Business Park
Colchester
Essex
CO4 9YQ**

Tel: 01206 838400
Fax: 01206 838401

TERMS OF BUSINESS
(SCRUTTON BLAND LTD COPY - CORPORATE)

e-mail: ifa@scruttonbland.co.uk

Compliance Officer: Andrew Strickland

**Fitzroy House
Crown Street
Ipswich
Suffolk
IP1 3LG**

Tel: 01473 267000
Fax: 01473 267001

1. Independent financial advice

The Financial Conduct Authority (FCA) regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 1116768.

Scrutton Bland Limited is a firm of independent financial advisers. We provide financial planning advice, which embraces investment, pension, tax and life assurance issues. When we recommend products we consider impartially the products of relevant companies on an unrestricted basis. We recommend whatever course of action we consider to be in our clients' best interests.

Not all financial advisers are independent. However, we are totally unbiased and unrestricted. Our advice is based on a comprehensive and fair analysis of the relevant markets and we are impartial as our focus is on advice.

You should be aware that investments carry varying degrees of risk and as their underlying value can fall as well as rise, you may not get back the amount invested.

2. Classification of clients

Unless we notify you in writing to the contrary, we will be treating you as a "retail client" for investment business, despite the fact that you are a business client. This means that we undertake a greater obligation of disclosure and communication of risk than would otherwise be necessary, but it does not necessarily mean that business clients will benefit from the Financial Ombudsman Service. This means that you are afforded the highest level of protection under the regulatory system and you may have the right to take any complaint to the Financial Ombudsman Service.

Any advice or recommendation that we offer to you will only be given after we have assessed your needs

and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

We will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

3. Our charges

We provide you with an initial consultation free of charge. This helps us to understand your financial objectives and will confirm how we can support you in working towards these. We will also discuss the cost, and levels, of our services both initially and throughout our relationship with you.

If at the end of this meeting you decide not to proceed no fee will be payable. If you proceed in appointing Scrutton Bland Limited then this meeting will form part of the advice process and will be chargeable.

Advice, administration and implementation – all advice, administration and implementation work undertaken on behalf of a client is charged by time based fees.

Once a piece of advice and/or administration has been completed, i.e. a report issued or administration matter concluded, then Scrutton Bland Limited will seek payment for this completed work. If advice primarily involves implementation of the arranging of financial products/investments, then our fee is VAT exempt. If our advice does not involve implementation of financial products/investments, then our fee is subject to VAT.

We will invoice you directly for our services.

Our hourly rates are reviewed annually on 1 April each year and the current hourly rates are set out under section 14.1 of this document.

If you do not implement the advice within 30 days we may seek full payment through issuing an invoice. We reserve the right to charge interest at the rate of 2.5%

per month on any invoice unpaid after 30 days.

Expenses

Our standard hourly rate charges include some normal incidental expenses such as the cost of telephone calls, routine photocopying and travel time. However, there may be circumstances where in carrying out your instructions we need to incur other expenses such as travel, room hire and external consultancy costs. In these cases we will seek to recover these from you in addition to our hourly fee rates. Where this applies we will notify you in advance and confirm your agreement.

4. Identity Theft

In order to preserve the confidentiality of your information and to protect you against the risk of identity theft, we may ask you to advise us if you wish to receive information which is confidential to the business or its employees by telephone or in other ways. If you do wish to receive information in this way, we may ask you for special identifying information, such as our contact's mother's maiden name.

5. Data Protection Act

We are required for the purposes of the anti-money laundering regulations to verify the identity of our clients and one of the ways in which we might do this is to access electronically information held in the public domain. In order to facilitate our communications with you and our administration of your affairs, we will seek your consent to our recording your relevant personal information on our computer system. We will supply to you, at your request, a copy of the data relating to you and will provide you with a description of the data and the purposes for which it is processed, and with details of the source of the data and any potential recipients of the data.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, please contact The Data Protection Officer on 01206 838400 or in writing at Scrutton Bland Limited, 820 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9YQ

6. Communications

1. We will communicate with you and with others by letter, fax, telephone and email. Please let us know if any of these methods is insecure or inappropriate.
2. Our email is encrypted using Transport Layer Security (TLS) if the mail server to which we are sending accepts such an email. If this is not the case, we will use un-encrypted email for communicating with or for you, unless we have agreed otherwise. You agree that to ensure regulatory compliance and for your protection, we may monitor and read emails and attachments sent to and from our servers. If we communicate by email, you

acknowledge and agree as follows:

- i) there are some delivery risks in using electronic mail and you accept the risk of interception by third parties or of non-receipt or delayed receipt of the message
- ii) computer viruses and similar damaging items can be transmitted through emails and by introducing portable storage media into your system; we use virus scanning software to reduce these risks and ask that you do the same; however, it is not possible completely to eliminate the risk of introducing viruses
- iii) you release us from all claims, losses, expenses and liabilities caused by any of the risks referred to above and arising directly or indirectly out of that communication

3. We use filtering software to reduce the receipt of spam and the introduction of viruses into our systems. As there is a risk of filtering out legitimate correspondence, you should not assume that every email will be received. If there is any indication that an email has not been received, please follow up important communications by telephone

7. Marketing Consent

Your details will be added to our database and may be shared with Scrutton Bland's Tax and Accountancy or Insurance Departments for marketing and statistical purposes. We will not pass your details onto any parties outside the Scrutton Bland Group.

We would like to keep you informed of news and products that may be of interest to you, however, if you do not wish to receive this information, please let us know.

8. Client contacts and Complaints

The name of the financial adviser responsible for managing our relationship will be entered below your name in the section at the foot of these Terms of Business. A copy of our complaints handling procedure is available on request. Complaints should be addressed to the Compliance Officer, Andrew Strickland at 820 The Crescent, Colchester Business Park, Colchester CO4 9YQ or on 01206 838400. He will try to resolve your complaint as quickly as possible. Complaints involving financial loss or material inconvenience or material distress may be referred to the Financial Ombudsman Service.

9. Conflict of Interest and Ownership

In the event of any conflict arising between our own interests and yours, we will disclose all the relevant facts to you and if appropriate we may decline to act for you, if the conflict of interest means that we are

not able to demonstrate that we will be acting in your best interests. The majority of the share capital of Scrutton Bland Limited is owned by the partners of Scrutton Bland.

I am/We are seeking advice and recommendations on the following:

10. Compensation

We are covered by the Financial Services Compensation Scheme, which is designed to protect private individuals and small businesses. Subject to satisfying the FSCS of your eligibility, you may be entitled to compensation from the scheme if we cannot meet our obligations. Most types of investment business are covered for 100% of £50,000, whereas insurance business is covered for 90% of the claim without any upper limit.

Further information about this compensation scheme is available from the FSCS.

Exchange Traded Funds (ETFs) are **not** covered by the FSCS.

11. Disclaimer

No responsibility can be accepted by us for any failings in the implementation of our advice, if such implementation is without our involvement.

12. Law

These Terms of Business are governed by and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English courts.

13. Termination

The relationship between us may be terminated by either party giving to the other not less than 28 days written notice, but termination will not affect instructions which have been actioned or liabilities which have been incurred.

14. IFA Department Fee Schedule – 2016/17

14.1. Implementation Fee

Our current hourly rates (reviewed annually on 1 April) are:

	IFA	£230
	Technical Paraplanner	£100
	Administrator Paraplanner	£70

Client Confirmation and Acceptance

15. On behalf of the business or company, I agree the above Terms and basis of charging, which have been explained to me.

I accept your fee rate.

16 Full advice

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Investment	Pensions	Retirement	Protection
<input type="checkbox"/>	<input type="checkbox"/>		
Pension Transfer	Other		

Please proceed to collect information about my/our personal and financial situation to enable you to advise on the above issues and/or such other issues as I/we may agree should be addressed. If applicable please prepare a Report as above, which I/we agree to pay for on your stated hourly rates.

Signed:.....

Name:

Position:

On behalf of:

Dated:

Client name: - «Client_Full_Name»

Adviser instructed:
«Consultant_Salutation_Formal»

Date Printed: ADD DATE HERE

(SCRUTTON BLAND LTD COPY - CORPORATE)

