

Terms of Business

Our services

Atwoods Ltd is able to act on your behalf in advising you on investments and non-investment insurance contracts. We offer products and services as follows:

- **Investments** - We offer **independent** investment advice. This means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients. We advise on investments (e.g. Investment ISA's, Pensions, Unit Trusts, Investment Bonds etc.) from the whole of the market.
- We don't provide advice in relation to individual share holdings. If this is something you need assistance with, we can refer you to a stockbroker.
- We don't provide advice on options, futures and other derivative contracts as we believe that these are unlikely to be suitable for our clients
- **Non-investment protection contracts** - We are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market for Life Assurance, Mortgage Protection Assurance, Critical Illness Insurance, Private Medical Insurance, Permanent Health Insurance & Accident, Sickness and Unemployment Insurance.

We offer you an initial discussion (at our expense) at which we will describe our services, explain the payment options and get an idea of what you are trying to achieve. If you decide to go ahead, we will:

- Gather and analyse personal financial information about you and your needs and objectives
- Recommend and discuss any action we think you should take and with your agreement, arrange relevant solutions for you.

Your aims and objectives

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.

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

Before making any recommendations we'll carry out a suitability assessment so that we are able to act in your best interests.

Our advice will be based on the information that you give so it's important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice we give.

With very few exceptions, we will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended. We will issue all communications to you in English.

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

We may also, on occasion, advise on other financial products that are not regulated by the Financial Conduct Authority (FCA) under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products.

Under the terms of this agreement, we may, if appropriate, advise you on investments that are not readily realisable. We will draw your attention to the risks associated with these investments, as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.

Please note that any products we have arranged for you will only be kept under review as part of an agreed on-going service for which you agree to pay. Any on-going service will be agreed with you in writing via a fee and services agreement.

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we'll carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

We may occasionally recommend investments that are not readily realisable. We'll only do this where appropriate but, if we do, we'll draw your attention to the risks associated with the investments in our suitability report. There is a restricted market for such investments and in some circumstances it may not be possible to deal in the investment or obtain reliable information about its value.

We may contact you in the future by means of an unsolicited promotion (by telephone, email 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.

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, investment strategies or other products we recommend will be confirmed in your suitability report.

Neither Atwoods Ltd nor its employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

Services offered as part of a package

Where we offer services or products as part of a package, we'll tell you whether it's possible to buy the different components separately and, if relevant disclose the costs and charges of each component. We'll also tell you if the risks resulting from the package are likely to be different from the risks associated with the individual components and explain how (if relevant) the package modifies the investment risk.

Best Execution

Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we'll take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.

We have a best execution policy. If you want to see a copy of it please ask us.

Client money

Atwoods Ltd is not permitted to handle client money and we cannot accept a cheque payable to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (e.g. product providers) as this would conflict with our independent status.

From time to time we may attend training events funded and /or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

Documentation

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. Any policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

Cancellation rights

In most cases you can exercise a right to cancel by withdrawing from the contract. 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. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

For pure protection policies the start of the cancellation period will normally begin 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.

If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Additional protection

Atwoods Ltd is authorised and regulated by the Financial Conduct Authority ('FCA'), 25 The North Colonnade, Canary Wharf, London, E14 5HS. Our Financial Services Register number is 471506. Our permitted business is advising on and arranging pensions, savings and investment products and non-investment insurance contracts. You can check this on the FCA's Register by visiting the FCA's website www.fsa.gov.uk/register/home.do or by contacting the FCA on 0845 606 1234.

In the event that you are dissatisfied with a recommendation we have made, you may make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us:

Write to: The Compliance Officer By phone: 01372 459777
Atwoods Ltd
6 High Street
Great Bookham
Surrey, KT23 4AG

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.

You may be able to claim compensation from the FSCS if we can't meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:

Investments - eligible claims related to most types of investment business are covered for up to 100% of a claim up to a maximum of £85,000 per person per firm.

Insurance - in the majority of cases, eligible claims related to advising and arranging of protection products are covered for 90% of the claim, without any upper limit.

Further information is available from the FSCS at www.fscs.org.uk.

If your complaint relates to products or services you have bought from us online, or by other electronic means such as by email, you may refer your complaint to the online dispute resolution (ODR) platform at <http://ec.europa.eu/odr>.

Conflict of interests

Although we'll always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the 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 own interests, we'll write to you and ask for your consent to proceed before we carry out any business for you. We'll also let you know the steps we'll take to make sure you are treated fairly.

We have a conflicts of interest policy. If you want to see a copy of it please ask us.

Termination

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 outstanding, if applicable. The minimum period for our ongoing retainer based service is for one year. Where the agreement is not for an ongoing retainer based service the agreement will automatically cease when the agreed service has been provided.

Data Protection

Please refer to the separate Data Privacy Notice that we have issued to you that sets out how we collect and use data about you.

Records

We keep records of all our business transactions for at least six years. You may inspect contract notes, vouchers and entries in our books

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(whether kept manually or electronically) that relate solely to your transactions. As we treat all our clients' records as confidential, we reserve the right not to give you copies of your records if to do so would allow access to files containing records about other clients.

If you request copies of documents already issued to you we will make an administration charge of £0.40 for each sheet copied and sent to you. Alternatively you can arrange to visit our offices to inspect any documents without charge. We will require at least 7 days' notice for this.

We use off site secure document storage facilities and if your documents have been moved to such a facility then we will make a £30 administration charge to access these. We will require these administration charges to be paid before the documents are issued.

Anti-money laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

Electronic documents

In order to reduce the amount of paper we send in the post, we would like your agreement to send certain disclosure documents we must supply to you via email or a memory stick. Such documents include the Key Features document and illustration for any product we recommend and the Key Investor Information Document (KIID) or Fund Fact Sheet for any funds we recommend.

Disclosure of charges/fees

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 work or recommendations we make will be confirmed in your suitability report or relevant product disclosure information that is provided to you.

In respect of any regular premium policy which we have arranged for you, should you subsequently cease to pay premiums on the policy, and as a consequence we are obliged to refund the commission that has been paid to us, we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will confirm the exact amount that will need to be repaid by you and the timescale over which it will need to be repaid, in the suitability report we will send you when a recommendation is made. We will not charge any such fee if you exercise your right to cancel in accordance with any cancellation notice sent to you by the life insurance company.

Our remuneration

Following our initial discussion (which is at our expense) should you decide to go ahead there is a cost for our services. We offer a variety of methods by which we can be remunerated so that you can select the method that best suits your needs. We will discuss the payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid. We will also tell you if you have to pay VAT and if there are other costs that might arise in connection with the services we provide to you.

Before we provide you with our advice we will add together all the costs and charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information. You can pay for our advised services on the basis of adviser charging, invoiceable fees or a combination of the two.

Paying your adviser charge

You can pay your invoiceable fee by cheque, BACS or you can agree to pay your adviser charge by deduction from a financial product that you might invest in. We do not accept payments by cash. Please note that if you choose to pay by deduction from a financial product this could reduce the amount left for investment and may, depending on your circumstances, have other consequences. If you select this option we will discuss the implications of using this payment method with you prior to putting it in place.

Paying by instalments (regular premium contracts only)

Where you are investing in a product you can choose to have your adviser charge deducted from the product through instalments. Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product. These deductions will pay towards settling the adviser charge and could reduce the amount left for investment. Exact details will be confirmed in writing.

For example: You have been recommended a regular premium investment product of £250 per month and the total cost of our advice is £600. £50 will be taken from the monthly premium to pay your adviser charge over 12 months; the remaining £200 will be invested. At the end of the 12 month period the adviser charge would have been settled in full and so, from month 13, the full £250 will be invested.

Where you have opted to pay our adviser charge by instalments these payments are linked to the on-going payment of agreed regular contributions into your plan (until the agreed adviser charge has been paid in full). In the event that the regular contributions to your plan are not maintained (until the agreed adviser charge has been paid in full) we reserve the right to request full payment of any outstanding balance of the adviser charge.

Protection business

You can pay for our advised protection services by fee, commission or a combination of these. In relation to non-investment protection contracts if you wish us to work on a fee basis this will be agreed with you in advance. Our minimum fee is £500. Any commission can be used to offset this fee and any surplus will be refunded to you. Where we are paid by commission we will tell you the amount before we carry out any business for you.

You can pay for our non-advised services on the basis of commission or fee. We will tell you how we get paid and the amount before we carry out any business for you.

Ongoing services

We can offer you three levels of ongoing service: **Transactional, Level 1** or **Level 2**, as detailed above. Service levels 1 and 2 include an annual review will comprises of a written communication and follow up. If you elect not to act upon receipt of the information, the ongoing adviser charge will still apply and will not be reduced.

Client Type	Transactional	Service Level 1	Service Level 2
Valuations			
Annually	•	✓	✓
On-line access to values (subject to availability)	✓	✓	✓
Review			
Annually	•	✓	✓
Ad-hoc	•	✓*	✓
Meeting			
In office	•	✓	✓
Out of office	•	•	✓
Contact			
Email and telephone access client services team	•	✓	✓
Email and telephone access to Dedicated Financial Adviser	•	✓	✓
Investment Solution			
Atwoods Financial Management Service (Model Portfolios)	•	✓*	✓
Single Fund Solution/Provider Managed/Multi-Asset	✓	✓	✓
Bespoke	•	•	✓
Portfolio Rebalancing	•	✓*	✓
Other Services			
Bed & ISA	•	•	✓
CGT Calculations	•	•	✓*
Technical Pension Advice	•	•	✓*
Inheritance Planning (including use of trusts)	•	•	✓*
Tax Planning	•	•	✓*
Mortgages	•	•	✓*
Access to/working with 3rd Party Specialists			
Solicitors	•	✓	✓
Accountants	•	✓	✓
Will Writing	•	✓	✓

•	Offered at a charge
✓	Included
✓*	May be subject to an additional charge and/or subject to availability