

## The Fry Group

### Incorporating Peter Ruddy & Partners Ltd

#### Terms of Business

These terms of business (**Terms**) represent the agreement made between you and Peter Ruddy & Partners Ltd (**PRP**) (part of The Fry Group) under which PRP will provide financial advice services to you. Please read these terms carefully. All work carried out is subject to these terms except where changes are expressly agreed in writing by both parties or where we have the right to amend these terms by giving notice to you.

Please do not hesitate to contact us should you have any queries on these Terms. Contact details of our office is as follows:-

**Our office is:** The Fry Group, 14 Buckingham Gate, London SW1E 6LB. Telephone 44(0) 207 454 9980 (email [info@thefrygroup.co.uk](mailto:info@thefrygroup.co.uk)).

#### Interpretation

**FSA** means the Financial Services Authority.

#### Commencement

These Terms will come into force when sent to you by PRP.

#### 1. PRP – Authorisation Status

PRP is authorised and regulated by the Financial Services Authority and is bound by the FSA's rules. PRP is entered on the FSA register, registration number 114811.

PRP is authorised to advise on and arrange life policies, pensions (including transfers and opt-outs), annuities, collective investment schemes (both regulated and unregulated) and ISAs.

PRP is an independent adviser and will act on your behalf in advising you on products from the whole market.

#### 2. Services to be provided by us to you

In your dealings with The Fry Group you will be regarded as a **Retail Client**. This status affords you the highest level of regulatory protection in relation to your dealings with us. The service levels you can expect from us are detailed throughout the remainder of this document.

In consideration of the payment of our commissions and/or fees, we agree to provide the following services to you:

- At our initial meeting with you we will discuss your existing portfolio of investments, your attitude to risk and your investment objectives so that we are then able to advise you on the most suitable options for you and your investments going forward,
- Following our initial meeting we will send you a Report that will contain our recommendations, and
- We will then undertake any agreed work to restructure your investments as set out in our Report.

Unless you confirm otherwise in writing, we will assume that you do not wish to place any restrictions on the advice we give you or the type of investments available to you. In order for us

to advise you properly, you must give us full details of your personal and financial circumstances. Failing to do so may affect the quality and suitability of the advice that we are able to give you.

Once we have given you advice and/or arranged investments for you, we will not give you any further advice or review your investments unless requested by you to do so.

Investment related taxation advice will be provided where appropriate.

### **3. Commission and Fees**

We derive income either by commissions or fees as laid out in our Key Facts "About the Cost of our Services". We shall tell you the amount of commission or fees payable to us by any other person (including another intermediary) for any of the Services we provide or products we recommend and you subsequently purchase.

Where, on receipt of instructions from you, a financial report is prepared or additional work has to be undertaken that does not generate commission, or advice is given but no transaction is arranged on your behalf, fees may be payable on a time-spent basis. Fees will be agreed with you in advance and be subject of a separate agreement.

### **4. Your Instructions**

We may accept instructions from you by telephone, in writing, in person or by email. We do, however, reserve the right to request that you confirm any instructions in writing, in any form we specify, either before or after we act upon your instructions.

Where we enter into this Agreement with two or more individuals jointly, we will accept instructions from any one of those individuals on behalf of all the individuals, unless agreed otherwise with you in writing. All such individuals will be jointly and severally responsible to us for any amounts owing to us under this Agreement.

### **5. Cancellation**

If any of the products or investments we recommend has a right of cancellation, we will inform you of those rights as and when appropriate. You should be aware that most of the investments you may take out will have no such rights.

### **6. Registration of your Investments**

We will register all investments in your name unless otherwise agreed in writing. All contract notes and documents of title in respect of your investment will be forwarded to you, unless otherwise instructed in writing, as soon as practicable after being received by us. Where a number of documents relating to a series of transactions are involved, we will normally retain the documents until the series is complete and then we will forward them to you.

### **7. Records**

We keep records of all your investment transactions for at least six years. You, or your appointed agent, have the right to inspect the records at a mutually convenient time. As we treat all our clients' records as confidential, we reserve the right not to give an original copy of your records where in certain circumstances, to release the original would compromise other clients' confidentiality. We reserve the right to charge a small administration fee should you wish to view the records we keep about you.

### **8. Liability**

We are responsible for all investment advice given to you when providing our services and the subsequent arranging of any investments that we undertake on your behalf.

We shall not be responsible for any loss caused from market conditions or market fluctuations or any other cause, unless such loss is caused by our negligence, fraud, wilful default or breach of FSA rules. Under no circumstances will we be responsible for any indirect loss, loss of profits, consequential loss or incidental loss arising from our breach of this Agreement or our obligations to you under FSA Rules.

Nothing in this Agreement is intended to exclude any liability we may have to you for breaching the requirements of the regulatory system.

## **9. Money Laundering**

In order to comply with the UK legislation on money laundering and the proceeds of crime we are required to verify your identity before we can act for you. We will therefore need you to provide evidence of your identity before we carry out any services for you.

## **10. Client Money**

We are authorised to hold client money. We operate both onshore and offshore settlement accounts to facilitate the gathering together of investment monies. Clients do not receive interest on these accounts. Investment money will be held on these accounts for a minimum amount of time, prior to the investment being placed. If we are unable to place an investment for any reason we shall advise you and seek your instructions with the minimum of delay.

## **11. Redress**

If you have any complaint about the service you receive, please write to the Compliance Officer at The Fry Group, Crescent House, Crescent Road, Worthing, West Sussex BN11 1RN. If you feel that your complaint is not handled to your satisfaction, you may subsequently complain to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR, Tel: 0207 676 1000.

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000, so the maximum compensation is £48,000. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

The Fry Group advice is covered by professional indemnity insurance up to the value of £3 million per claim.

## **12. Communicating with you**

Where appropriate, we use non-encrypted email for communicating with you, unless you tell us not to do so. You should be aware that email and other modes of electronic and/or internet communication are not secure or error free methods of communication, and information sent in this way can be intercepted, lost, destroyed, arrive late or be incomplete. Similarly, communications on a mobile phone are not secure and can be intercepted. If you do not want us to communicate with you by email or by mobile phone, please tell us.

We will take all reasonable care to ensure that confidentiality is maintained in all communications with you and will take all reasonable precautions to check for common viruses before sending information electronically. By instructing us to act, you agree that PRP will not be liable to you for any loss or damage which you may suffer or incur as a result of our proper use of such communication channels.

We monitor emails to investigate or detect unauthorised use of our email system, or for any other purpose permitted by law. As a result, we may collect personal data about the people sending and/or receiving the email, or which is contained in the email.

### 13. Confidentiality

Information about you and your investments (**personal data**) you provide to us is subject to the Data Protection Act 1998 (**Act**). By signing this Agreement you consent to us or any company associated with us to process, both manually and by electronic means, your personal data for the purposes of providing advice, arranging and administration of your investments.

We may also process information about other individuals (e.g. your spouse) which you provide to us. In providing such information on other individuals you agree that you have obtained those individuals' consent to our processing information about them for the purposes of this Agreement.

"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 both inside and outside the European Economic Area.

We may also contact you (including by telephone) with details of products, promotions, services or for related marketing purposes in which we think you may be interested.

Your personal data may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing 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 you do not consent to us processing any such sensitive data and/or to contact you concerning marketing, either by email, telephone, post or SMS, please contact us on [optout@thefrygroup.co.uk](mailto:optout@thefrygroup.co.uk) or speak to your usual Fry executive.**

If you do not consent to us processing your sensitive personal data this may affect the quality and suitability of advice that we can give to you. Any sensitive personal data will only be used for the purposes of applying for and administering certain products, and will only be disclosed to third parties (usually the product provider) where necessary for those purposes. Sensitive personal data will not be used for marketing purposes.

If at any time you wish us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact the Compliance Officer on 01903 231545 or in writing at The Fry Group, Crescent House, Crescent Road, Worthing, West Sussex BN11 1RN.

You may be assured that we will treat all personal data and sensitive personal data as confidential and will not process it other than for 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 data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

### 14. Conflicts of Interest

We offer independent advice but occasions can arise where we, or one of our customers, will have some form of interest in business that 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.

## **15. Variation**

We may alter, amend or vary any term of this Agreement. You will be notified of any change in writing and no such changes will be made until 10 business days have elapsed since service of such a notice on you.

## **16. Entire Agreement**

This Agreement and any documents referred to in it sets out the entire agreement between you and us and supersedes any previous agreements between you and us relating to the subject matter of this Agreement. You acknowledge that in entering into this Agreement, you have not relied on any representation, warranty, agreement or statement not set out in these terms of business and that (in the absence of fraud) you will not have any right or remedy against us arising out of any such representation, warranty, agreement or statement.

## **17. 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. The termination will not affect the completion of any transaction already initiated by us.

If you choose to terminate this Agreement before we have completed a particular aspect of work for you we shall be entitled to charge you for work already undertaken.

## **18. Notice**

Any notice given under these terms of business must be in writing addressed to The Fry Group, Crescent House, Crescent Road, Worthing, West Sussex BN11 1RN or any other address as may at the relevant time have been notified to you as the correct address for service of documents. Any notice must be given by hand or sent by first class post (airmail if overseas) or recorded delivery post. Email is not effective notice.

## **19. Governing law**

This Agreement shall be governed and construed in accordance with English Law. English courts shall have exclusive jurisdiction to settle any dispute arising from this Agreement. You and we irrevocably agree to submit to such jurisdiction and irrevocably waive any objection to any such action or proceeding being brought in those courts. The language of this Agreement is English and we will communicate with you in English.

**This information is available in large print, Braille and audio format upon request.**