

TERMS OF BUSINESS

Terms of Business

It is essential that you read and understand these Terms & Conditions prior to applying for our services. Your use of our services will confirm your acceptance of these Terms & Conditions. We reserve the right to amend these terms and will give you notice in good time before making material changes.

Our Services

When we meet with you, we will explain how we work on your behalf. This will include discussing your current situation, your financial and personal objectives, and obtaining relevant information from you to enable us to then proceed to making a recommendation to meet your objectives. We will also discuss with you the options for payment and the ongoing service that you can expect to receive from us (see separate section).

Our firm is regulated by the Financial Conduct Authority; please feel free to check the Financial Services Register – our Number is 424729 – which you can access at www.fca.org.uk/firms/systems-reporting/register or by telephoning 0800 111 6768.

Independence

We are independent for Investments and pension business. This means that we will assess a sufficient range of relevant products available on the market which is diverse in terms of product type and provider to ensure that your investment objectives can be suitably met. We are not limited in the type of product or provider in terms of having any close links with any firms or any contractual relationship with a third party that may impair the independent basis of our advice to you.

When looking to address your protection needs, we will provide advice based on a fair and personal analysis of the market.

How we are remunerated

These fees are for the advice and assistance in implementing any recommendation provided by Interface Financial Planning Ltd only, and do not include custodian fees or provider or lender charges.

Many custodians are able to facilitate the adviser fee through the product that is being arranged. This has the advantage of avoiding

VAT on these fees and may be preferred by Client for this reason. However, you may feel that it is more advantageous to pay the fees due directly to Interface. Where this is the case, an invoice will be issued to you confirming the fee due. Where VAT is applicable, we will highlight this out to you before any fee is charged.

The fees that you pay for investment and pension advice is dependent upon the client proposition that you select – please refer to the Interface Client Proposition document.

Client Classification

As a client of Interface we will classify you as a 'retail client' for investment and pension advice and as a consumer for protection advice. This will provide you with the maximum regulatory protection available to you. Should your classification change in the future, we will advise you accordingly in writing and obtain your agreement before proceeding with any financial planning advice.

How we act for you

The company will exercise due care and diligence in conducting their business, but will not be liable for any depreciation of investments arranged by them.

All communications will be in English.

We prefer our clients to give us instructions in writing to avoid possible disputes. We will, however, accept oral instructions providing they are subsequently confirmed in writing.

Any advice we give you will normally be in writing, but if given orally will be recorded on your file.

Where any recommendation we make, or transaction we undertake for you, results in a right to cancel the policy under certain conditions, we will advise you of these rights. We will also tell you if you do not have a right to cancel the arrangement.

There may be occasions 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. If we can continue to act for you, we

...continued over 

*These Terms of Business, should be read in conjunction with our Fee Schedule, and Client Agreement.
This Client Agreement is issued by Interface Financial Planning Limited.
Regulated by The Financial Conduct Authority.*

**122 Hamstead Hall Road Handsworth Wood Birmingham B20 1JB
alan.moran@interface-ifa.co.uk • 0121 554 4444**

Interface 

↩...continued

will tell you how we will ensure your interests are protected. On occasions we may have to cease acting for you, but we will help you find advice from elsewhere if you want us to. Should you require further information in relation to our conflicts of interest policy then please contact us at the address shown.

When we arrange investments for you we will register these in your name unless otherwise agreed in writing. Additionally, we will ensure you receive either a contract note, documents of title, or certificates evidencing title. Where a number of documents relating to a series of transactions is involved, the documents will normally be retained until the series is completed.

All documents, cheques, and paperwork may be sent by post at the client's risk as soon as we receive the documents from the product provider concerned. We shall at the client's request and expense, send documents by registered post. In the absence of such a request, the client shall pay all charges incurred for the recovery or replacement of lost documents.

Any advice that we give will be based on your financial objectives and your attitude to investment risk. We will endeavour to ensure that any recommendation made is suitable for you. Any recommendation made will be confirmed in writing to you. Should you decline to provide the information requested about your circumstances then we may decline to continue with the business relationship since we would not be able to demonstrate that the recommendation is suitable given your financial circumstances.

It is our policy to transact your business in order to achieve the best possible results in terms of the nature and price of the products selected, transaction charges, administration and service excellence. Further details of our policy regarding this are available upon request.

Foreign Account Tax Compliance Act (FATCA)

The Foreign Account Tax Compliance Act (FATCA) requires US persons holding an interest in any specified foreign financial assets with an aggregate value exceeding \$50,000 to report related information to the IRS.

It is your responsibility to inform us if you:

- Have US citizenship or lawful permanent resident (green card) status
- Born in the US
- Have a US residence address or US correspondence address (including a US PO box)
- Standing instructions to transfer funds to an account maintained in the United States or directions regularly received from a US address
- Have a 'in care of' address or a 'hold mail' address that is the sole address with respect to the client;
- Have a power of attorney or signatory authority granted to a person with a US address

Please note that we are not responsible in any way for any reporting obligations that you may have in relation to FATCA. We may also share your FATCA status with other Financial Institutions, HMRC and/or the IRS if requested.

Investment risk

All investments carry a degree of financial risk which will tend to increase in proportion to the potential rate of return on the investments. Any product which is directly or indirectly invested in assets which may fall in value (for example equities) may itself fall in value along with any decrease in value of those assets. Before entering into any investment agreement, you must ensure that you understand the risk associated with the product and are content to accept that level of risk. Investments can go down in value as well as up and you could get back less than you invest. The past is not a guide to future performance.

Occupational Pension Transfer Advice

We will not actively review the suitability of any defined benefit transfer pensions that you may have which you have accrued in previous or current employment, unless you specifically ask us to do so. We will include such benefits within any financial plan / cashflow analysis that we may do for you but this will be based upon an estimate of the benefits you are likely to receive – we will not obtain up to date information from the scheme each time we update the financial plan / cashflow forecast. Please note that we do not conduct any transaction on an insistent client basis.

We do not handle client monies

Crossed cheques for premiums or investment monies can only be made payable directly to the product provider. No premiums or investment monies of any kind should be paid or made payable to anyone else.

Contact

The amount of contact that we provide to you is dependent on the service proposition that you agree to and we are not obliged to contact you over and above the agreed proposition.

Please make sure you are aware and comfortable of the amount of contact you will receive and you are aware of the limitations of the proposition chosen by yourself. You need to be happy that the proposition selected meets your needs.

...continued over ↘

Interface 

↩...continued

Termination of this agreement

This agreement will remain effective and in force until such time that you, or we, wish to terminate the agreement. Either party may terminate our authority to act on your behalf at any time without penalty. Notice of this termination must be given in writing by first class post. It will be deemed to be received 2 business days after being posted.

Any business currently being completed will be completed unless we receive your instructions to the contrary.

Any fees outstanding at the date of termination will be due within four weeks of the termination date

Delay in Processing

The company will not be held responsible for any delay beyond its control, or as a result of a failure by any party (including the client) to complete all the necessary steps to process a transaction.

Money Laundering

We are obliged to conform with the UK Money Laundering Regulations and to the Joint Money Laundering Steering Group guidance notes. These regulations require all financial institutions to verify the identity and place of residence for each beneficial owner. In order to meet these requirements, we will require sight of certain documentation and confirmation as to where the investment monies are coming from. If you provide false or inaccurate documentation and we suspect fraud or money laundering, then this will be recorded.

The company reserves the right to approach a third party in order to verify the identity of a client, or any other person providing funds on behalf of an investment made in the client's name.

We reserve the right to conduct an electronic money laundering check on each client. However, you should be aware that as a result of this, it will leave a 'soft footprint'. This means that there will be no impact on an individual's credit file and would not be seen by any company conducting a credit check on you. You must advise us if you do not wish this check to take place.

Where further information is required, to verify identity, the company reserves the right to delay applications or withhold settlement until sufficient identification has been provided.

Not Readily Realisable Assets

We may on occasions, and if appropriate, advise you on investments which are not readily realisable. Where this is the case, 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.

Complaints

We have a written policy for handling complaints and how we ensure we deal with each complaint promptly and fairly. You can obtain a summary from us should you so request. Should you have cause to complain for any reason a copy of our policy for handling of complaints will be automatically sent to you. Please direct your complaint to the Compliance Manager at the company address. Clients should be aware that if they are unhappy with any response to a complaint received from the company, they may complain directly to the Financial Ombudsman Service who will then assess whether they have an eligible complaint before proceeding with an investigation. For further information on the Financial Ombudsman Service please refer to their website, www.financial-ombudsman.org.uk.

Compensation

If you are an eligible claimant under the rules of the Financial Conduct Authority, you will also be protected by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. Compensation is provided for the first £85,000 of any claim in full for investment advice, so the maximum compensation from this scheme would be £85,000 per individual per defaulting firm.

Cover for compulsory insurance is 100% of the claim with no upper limit. This also applies to pure protection policy claims arising from death or incapacity of the policy holder, such as life assurance, and any benefits falling due in the form of income such as annuity contracts. For other non-compulsory insurances, the cover is 90% of the claim with no upper limit.

Further information about compensation arrangements is available from the Financial Services Compensation Scheme at www.fscs.org.uk. The Financial Services Compensation Scheme may also provide awards if any third party institution we may use is declared in default or insolvent.

...continued over ↘

↩...continued

Law

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

Referral to Other Professionals, Other Companies, or Other Organisations

We may refer you to another professional, company, or organisation if you request such an introduction or if we think that it may be appropriate for your circumstances. Such professionals operate entirely independently of Interface Financial Planning Ltd and please be aware that this is an introduction only and not an ancillary service. Such referral may involve a fee being paid to us unless you specifically say to the contrary and any such fee will be disclosed upon request.

We will not be responsible for the discharge or performance of any contract which a client may enter into with that professional. It is the duty of the client to ensure that any contract that they enter into with that professional is fair, reasonable, and suitable for their requirements.

Data Protection

The company ensures that all data will be held in compliance with current and future legislation. You consent to us releasing information about you to regulated entities in order to obtain any quotations/arrange investments or insurance at your request and/or for audit purposes.

For your security, and training purposes, telephone calls and meetings may be recorded. They may be used as evidence in the event of any dispute with the company.

Please refer to the Data Protection Agreement for further details on how we treat your data.

NOTE:

These Terms of Business are subject to change

These Terms of Business are subject to change due to changes in regulations and changes in working practices. You are advised to always refer to our latest terms of business which are available on our web site at www.interfacefinancialplanning.co.uk

Alternatively, if you would prefer us to send you a copy please contact us by email, text, fax, phone, or letter and we will send you a copy by your chosen communication method as soon as possible (usually within 5 working days)