

Hunter Hammond Daniel Associates Limited

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TERMS OF BUSINESS

Hunter Hammond Daniel Associates Limited of 216 Church Road, Hove, East Sussex, BN3 2DJ is authorised and regulated by the Financial Services Authority (FSA). Our FSA Registration Number is 450369. Details of our registration can be found by visiting the FSA website www.fsa.gov.uk/register.

Hunter Hammond Daniel Associates Limited is authorised to conduct investment business under the Financial Services & Markets Act 2000.

Hunter Hammond Daniel Associates Limited is permitted to advise on and arrange (bring about) deals in investments. The particular investment types relate to life assurance, pensions, investments in authorised collective investment schemes, Unit Trust PEPs and ISAs. The advice we provide to you will be designed to take account of your particular circumstances, demands and needs, and will be on the basis of a fair analysis of the market (i.e. the whole of the market).

Hunter Hammond Daniel Associates Limited is permitted to advise on and arrange (bring about) regulated mortgage contracts.

These Terms of Business cancel and supersede all conditions of business previously issued and shall apply to all business transacted hereafter unless otherwise notified to you from time to time in writing.

INSTRUCTIONS – Written instructions will normally be required, for each transaction before we will act for you, but, at our discretion, we may act on verbal instructions provided these are subsequently confirmed by you in writing within 24 hours.

REGISTRATION – All investments will be registered in your name unless otherwise agreed by you in writing. All contract notes and documents of title in respect of investments received by us will be forwarded to you 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 all to you.

CLIENTS MONEY – OUR AUTHORISATION DOES NOT ALLOW US TO HANDLE CLIENTS MONEY. ALL CHEQUES SUBMITTED TO US SHOULD BE MADE PAYABLE TO A THIRD PARTY UNLESS IN SETTLEMENT OF CHARGES FOR WHICH WE HAVE ISSUED AN INVOICE. WE DO NOT HANDLE CASH.
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DESPATCH OF DOCUMENTS – All contract notes, cheques, certificates or documents of title may be sent in the post and shall be sent at your own risk.

INFORMATION – Unless in exceptional circumstances, we will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf. We will supply on demand to you or your appointed agents, copies of contract notes, vouchers and copies of entries in books or electronic recording media relating to your transactions. We maintain such records in relation to each transaction for a period of at least six years.

INVESTMENT OBJECTIVES & RESTRICTIONS - Following the issue of this letter any subsequent advice or recommendation offered to you will be based on your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. Details of your stated investment objectives will be included in the suitability letter we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

Once we have arranged investments for you we will not normally give you any further advice unless you request it, but we will be glad to advise you at any time you ask us to do so.

RIGHT TO WITHDRAW - In the case of a non packaged product ISA or PEP recommended we will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights will apply.

CLIENTS RISK - You are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not necessarily a guide to future performance. Your home may be repossessed if you do not keep up repayments on your mortgage.

Hunter Hammond Daniel Associates Limited

PAYMENT FOR SERVICES – We derive income from commission or fees paid to us in respect of transactions in life assurance, unit trusts and other regulated collective investment schemes and in investment trust companies' shares held in an I.S.A. or regular savings scheme. We shall tell you the amount of commission payable to us on any such investments, and if you ask us, on any other investment we arrange for you. You can however ask us to forego commission and elect to pay us a fee if you wish. IF YOU SUBSEQUENTLY CEASE TO PAY PREMIUMS ON A POLICY within the indemnity commission period, and in consequence we are obliged to repay commission paid to us, WE RESERVE THE RIGHT TO CHARGE YOU A FEE to cover the amount reclaimed. The Indemnity Commission Period could be anything up to 48 months from the start of the contract, and this period will be shown in the "key features" document. WE WILL NOT CHARGE YOU ANY FEE IF YOU DECIDE TO EXERCISE YOUR RIGHT TO CANCEL THE POLICY IN ACCORDANCE WITH THE CANCELLATION NOTICE ISSUED BY THE LIFE OFFICE OR OPERATOR. Where we carry out work which does not relate to investments on which commission is payable or where you instruct us to give advice but do not arrange the sale or purchase of any investment product we reserve the right to charge a fee. Before we carry out any such work we will notify you in writing explaining how much the fee will be. If we receive commission or any other form of benefit from the issuer of a security or from another intermediary, we will inform you but will not tell you its amount unless you ask us to do so.

Any commission received may be shared with professional introducers, including solicitors and accountants.

YOUR OBLIGATIONS - It is essential that you are aware of your own duty to provide full details of ALL factors, which an insurer may wish to consider in relation to any life assurance proposal that you make. All answers given on any proposal form and any other statements made by you to us are your responsibility. FAILURE TO DISCLOSE MATERIAL FACTS MAY WELL RENDER THE COVER VOID. Please ask us if you are in any doubt.

MATERIAL INTERESTS – Hunter Hammond Daniel Associates Limited offers independent advice, but occasions can arise where we or one of our other clients will have some form of interest in 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 interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

COMPLAINTS - If you should have any complaint about the advice you receive or a product you have bought please write to "The Complaints Officer" at Hunter Hammond Daniel Associates Limited at 216 Church Road, Hove, East Sussex BN3 2DJ Tel No. 01273 735335. If following our subsequent investigation and response you are still not satisfied you may contact the Financial Ombudsman Service. Full details are contained within our internal complaints procedure, which is available to you on request at any time.

TERMINATION OF AUTHORITY - 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, which may be outstanding.

DATA PROTECTION STATEMENT - The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us (such companies include, for the avoidance of doubt, Bankhall Investment Associates Limited and any member of its group and/or companies, persons or entities of any nature whatsoever with which it is associated or allied from time to time) processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"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.

On very rare occasions we may also contact you with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, this could include information in respect of your health, as well as the health of your immediate family together with other personal data in respect of your beliefs and lifestyle.

Hunter Hammond Daniel Associates Limited

Please tick this box to confirm your consent to us or any company associated with us processing any such sensitive personal data, and are happy for contact by e-mail, telephone, post or SMS.
If you are happy for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS, please tick this box.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 01273 735335 or in writing at 216 Church Road, Hove, East Sussex, BN3 2DJ.

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

The following part of this Terms of Business solely relates to **Mortgage Products** and should be read in addition to the **COMBINED INITIAL DISCLOSURE DOCUMENT**

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS) - We are covered by the FSCS. 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.

Mortgage advising and arranging is 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 the compensation scheme arrangements is available from the FSCS.

PLEASE NOTE - Home Reversion Schemes and some aspects of "Buy to Let" Mortgages are NOT regulated by the Financial Services Authority and therefore, in the event of a complaint, you would not be able to seek redress via the above Arbitration Scheme.

We shall be glad if you will signify your receipt by signing and returning one of the 2 copies of the last page of this Terms of Business, having ticked the first box or both of the boxes above. Please retain the other 3 pages for your information and records.

Date given to client(s) : ____/____/____

I/We confirm receipt of Hunter Hammond Daniel Associates Limited's Terms of Business and consent to the terms therein.

I/We authorise Hunter Hammond Daniel Associates Limited to record and disclose my/our personal details in connection with obtaining mortgage facilities on my/our behalf. I/We consent to the transfer of information as described in the Data Protection Sections of this letter on a confidential basis when warranted between such authorised companies.

Name: _____ Signature: _____ Date: _____

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Hunter Hammond Daniel Associates Limited

Please tick this box to confirm your consent to us or any company associated with us processing any such sensitive personal data, and are happy for contact by e-mail, telephone, post or SMS.

If you are happy for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS, please tick this box.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 01273 735335 or in writing at 216 Church Road, Hove, East Sussex, BN3 2DJ.

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