

# Investment Broking Terms of Business

**This is an important document – so please read it carefully. It sets out the terms on which we agree to act for our clients and contains our regulatory and statutory responsibilities. It also sets out some of your responsibilities.**

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## 1. Governing Law

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These Terms are in English and all future communications with you will also be in English. The Agreement is governed by and shall be construed in accordance with English law.

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## 2. Client Categorisation

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In the course of all dealings with you, we shall treat you as a retail client. As a retail client, you will benefit from the greatest level of protection available under the regulatory system.

If you disagree with this categorisation, please write to us explaining why you think this categorisation is incorrect. Please be aware that if we were to change your categorisation, some of the current protections offered by the current regulatory system would be lost.

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## 3. Scope of Investment Broking Services

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Our services focus heavily on providing clients with information, research and the tools they need to make an informed decision. In providing these, we are not making a personal recommendation or suggesting that a particular fund, product or investment strategy is necessarily suitable for your specific personal and financial circumstances.

Where we do provide you with advice tailored to your specific circumstances, aims and objectives, this will be on the basis of details provided by you and will be evidenced in writing to you. It will focus on the selection of funds and an investment strategy for your holdings through us. It will not aim to identify your wider financial planning needs.

Where you purchase funds through us – either following our research ratings or following advice – we will not usually aim to keep your own holdings under review for you. Current ratings of funds will however be available on request.

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## 4. Commencement/Termination

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These Terms of Business take effect immediately and will continue in force until you cease to use these services or until they are superseded by any new Terms that may be presented to you.

In accepting this Terms of Business, you agree that we may change the future content without receiving your prior consent to do so, but we will not conduct any business for you following any change unless we have given you at least 10 business days notice, unless it is impractical to do so.

Termination of this agreement will be without prejudice to the completion of transactions already initiated. You are entitled to terminate this agreement by providing us with a written notice detailing when the termination is to take effect.

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## 5. Methods of Communication

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We will normally communicate with you by post, telephone and where available, fax and e-mail. This may include proactive communication. **Please let us know if you would prefer not to receive communications by any of these methods.**

We require our clients to give us instructions in writing to avoid possible disputes (which shall include fax transmission and e-mail). We will however accept oral instructions, provided they are confirmed in writing.

We may communicate with each other by e-mail, sometimes attaching further electronic data. By consenting to this method of communication we and you accept the inherent risks of unauthorised access, interception or corruption and the risks of viruses or other harmful devices, although we and you will be responsible for having reasonable virus checking procedures on our systems. Under this method of communication it is your responsibility to ensure that any information you provide is both accurate and factual. Please note that you cannot assume that instructions of any kind sent to us by e-mail have been complied with until you receive our confirmation.

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## 6. Telephone Recording

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Telephone calls may be recorded for the purposes of training, monitoring quality and regulatory compliance. In the event of a dispute, we may rely on such recordings.

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### 7. Conflicts of Interest

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Bestinvest aims to identify and prevent conflicts of interest which may arise between itself and its clients, and between one client and another, in order to avoid any adverse effect on its clients.

Our employees are required to comply with a policy of independence and disregard any such interest when making recommendations. This is designed to ensure the fair treatment of our clients.

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### 8. Charges

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Bestinvest usually discounts the standard rates of initial commission and we will disclose to you the basis of commission prior to placing transactions. Clients opting to pay by fee must sign a separate fee agreement.

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### 9. Client Money

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Bestinvest does not handle clients' money. We never accept a cheque made out to us (unless in settlement of charges or disbursements for which we have sent you a bill) or handle cash.

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### 10. Confidentiality and Data Protection

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Bestinvest is registered under the Data Protection Act 1998. On the payment of a fee, you are entitled to a copy of the information Bestinvest holds about you. We treat all our client records as confidential and will not disclose details to third parties, except where we are required to by the FSA (see Section 11) or for the purposes of processing an application. Unless you specifically request otherwise, we may on occasion circulate to you details of investments and services which may be of interest to you.

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### 11. Money Laundering

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Like all regulated financial services firms, we are required by law to maintain effective systems and controls for combating money laundering and terrorist financing.

If we are unable to adequately verify your identity for Money Laundering purposes, we will not be able to arrange any investment for you.

Additionally, we may pass information confidentially to the relevant Law Enforcement authorities and reserve the right to refuse instructions or arrange payments where it is necessary to meet our legal obligations.

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### 12. Care of Documents

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We will register all investments in your name unless otherwise agreed in writing. All contract notes and documents of title 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, the documents will normally be retained by us until the series is complete and then we shall forward them to you. All contract notes, cheques, policies and other documents will be sent by post and will be sent at your risk. We do not otherwise offer clients a safe custody service. In some cases, documents may be sent to you by the insurance company or investment manager.

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### 13. Cancellation Rights

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If investments are made in a regulated collective investment scheme, not included in an ISA, you will not have the right to cancel such a transaction under the cancellation rules.