

This agreement made between:

Williams Farrall Woodward (The Company), 5 Friars Courtyard, princes Street, Ipswich IP1 1RJ and

Client Name(s)		
Address		
Account No.		

("The Client")

Date of Letter of Engagement	
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At the date of the is agreement the individual responsible for the delivery of this agreement is (are):	
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("The Adviser")

Williams Farrall Woodward is an independent intermediary authorised to provide advice in relation to financial services and financial products and has considerable skill, knowledge and experience in that field. In reliance upon that skill, knowledge and experience, the client wishes to engage the Firm to provide the advice and services set out below and the firm agrees to accept the engagement on the following terms.

Williams Farrall Woodward does not handle client money. We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice) or handle cash.

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.

Williams Farrall Woodward is permitted to advise on and arrange (bring about) deals in investment and non-investment products.

A. Client Objectives

Your objectives under this agreement have been stated as follows:-

1
2
3
4

B. Consultancy and Service Work to be undertaken by Williams Farrall Woodward

Work to be Undertaken	Payment Type/Amount
1	
2	
3	
4	

Service Level Required	Payment Type/Amount
1	

C. Timescale Objectives

Deadline/Dates/Duration	Subject to any particular factors
1	
2	
3	

1. Obligations of the Parties

- 1.1 The client shall provide to the Firm such information as the firm shall request to enable the firm to provide the Advice and services requested by the client.
- 1.2 The Company shall provide independent financial advice acting in the best interests of the client at all times. We will always endeavour to meet agreed timescales for work to be carried out and to keep you fully informed should delays occur.

2. Payment

Our primary objective is to provide you with a valuable service in an efficient, trustworthy and transparent framework. Wherever possible we believe in quoting a fixed fee to cover the work to be undertaken in respect of specific assignments. We calculate our consultancy and reporting, administration and implementation fees based on an estimate of the time involved, the level of complexity of the assignment and the degree of specialisation required.

Fees in respect of transaction arrangements (for example implementation of investment portfolios, pension funds or insurance contracts) may be quoted as a fixed fee calculated as a percentage of the amounts involved.

- 2.1. Any commission that would otherwise become payable for policies arranged on your behalf will be (a) rebated to you in the form of enhanced benefits (b) used to reduce your regular premiums (c) offset against our fees (d) a combination of these (*delete as appropriate*).
- 2.2. In our discussions we agree that you would prefer to pay a fixed fee of £..... for the financial planning service required. The fee shall be payable (a) in advance (b) in full within 28 days of invoicing (c) by instalments of £.....per.....

AND/OR

In our discussion we agreed that you wished "The Company" to carry out work on a retainer basis, whereby you will pay a monthly fee of £..... and/or as a percentage of assets under advice at a rate of% per annum.

AND/OR

In our discussions we agreed that you would prefer to pay for our financial planning services on an hourly basis. Our standard charge is £130 per hour, with work being carried out by our technicians charged at the lower rate of £60 per hour. Disbursements and travel expenses may also be charged where specifically agreed between us. Based on the work you have instructed "the Company" to carry out I estimate that the chargeable fee will be £..... If the work involved exceeds this I will advise you before carrying out any further chargeable work.

- 2.3. In the event of policy cancellations and where the policy provider has sought repayment of commissions previously paid by them we reserve the right to charge a reasonable fee to cover the cost of repaying such commissions.
- 2.4. Payment of invoices will be required within 14 days from date of invoice. We reserve the right to charge interest on late payment at the rate of 3% above the HSBC plc base lending rate)
- 2.5. All commissions are the property of Williams Farrall Woodward and are not payments on account. .
- 2.6 Time spent on review work and the maintenance of your investments and plans on our database and *ad hoc* contact and support is reconciled on a monthly basis or more frequently if the amount of work is significant. We offset the general account maintenance fees and any commissions paid to us by the managers of any investments or plans you hold through our agency, subject to a minimum receipt of £10.00, against our fees and invoice for the balance. The review period is defined by our firm's financial year between 01 November and 31 October the following year. No balances will be carried forward

3. Termination of the Agreement

- 3.1 This agreement shall terminate automatically following the provision of the Advice to the Client where there is no ongoing service agreement specified above in section B
- 3.2 In the event of the Client refusing or failing to provide any of the information requested by the Firm within a reasonable time of the request being made so as to prevent the Firm being able to provide the advice, the Firm shall be entitled to terminate the agreement forthwith by notice in writing to the client.
- 3.3 Should any agreed payments be outstanding beyond the dates referred to in 2.2 the Firm is entitled to terminate this agreement forthwith by notice in writing to the client.

In the event of termination of the agreement the Firm reserves the right to charge the remainder of any fees due under a Service Agreement to the anniversary of this Agreement.

4. General Provisions

- 4.1 The Client shall not be entitled to assign or transfer the benefit of this agreement.
- 4.2 Any notice given under this agreement shall be in writing and shall be deemed to have been duly given if left or sent by first class or registered post to a party at the address shown above. It shall be deemed to have been received by the addressee, two working days following the despatch of the notice or, if by hand, simultaneously with the delivery. To prove the giving of a notice it shall be sufficient to show that it was despatched
- 4.3 The validity, construction and performance of this Agreement shall be governed by English Law.
- 4.4 The headings of this Agreement are inserted only for convenience and shall not affect its construction.
- 4.5 Where the Client comprises more than one person, then reference to the singular shall include the plural and any and all obligations arising shall be joint and several. References to the masculine shall include the feminine as appropriate.

5. Confidentiality

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 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.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the commission or alleged commission 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.

- Please tick this box to confirm your consent to us or any company associated with us processing any such sensitive personal data
- 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, **Mr S G Farrall**, on **01473 231644** or in writing at **5 Friars Courtyard, Princes Street, Ipswich, Suffolk IP1 1RJ**.

6. Our Assurance

Whilst we always seek to deliver to our client’s delight, mistakes and oversights can happen. If at any time you are not satisfied then please let us know so that we can attempt to put matters right for you as soon as possible and that any drop in standards is not repeated for you or others.

7. Force Majeure

Save where with reasonable foresight the breach could have been avoided, neither party shall be liable for any loss or damage outside the reasonable control of the parties.

8. Clients Consent

I understand and consent to the above terms and I hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties. I agree that the Terms of Business will come into effect from the date of issue.

Signed by		
On behalf of	Williams Farrall Woodward	
Signed by		
Signed by		

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