



**Alpha Financial Consultants**  
**Independent Financial Advisers**

Mickleton House  
18 Tower Hill  
Williton  
Taunton  
Somerset TA4 4NT

**Tel:** 01984 633757  
**fax:** 01984 633535  
**mob:** 07813 211137  
rs@alphafinancialconsultants.co.uk  
www.alphafinancialconsultants.co.uk

## **TERMS AND CONDITIONS OF BUSINESS**

### **INTRODUCTION**

“Alpha Financial Consultants” and “Alpha financial Care” are trading names of Alpha Financial Consultants (Somerset) Ltd who are an appointed representative of The Whitechurch Network Limited whose office is at Kings Weston House, Kings Weston Lane, Bristol, BS11 0UR Tel: 0117 373 0440. The Whitechurch Network Ltd is authorised and regulated by the Financial Services Authority (FSA) for investment business and is authorised to advise on and arrange life assurance, pensions and Investments.

We provide advice on occupational pension transfers or on membership of defined benefit occupational schemes.

We also advise on Building Society Accounts and National Savings Accounts, which are not currently regulated under the Financial Services and Markets Act 2000.

Under the rules of our regulator (FSA) we are required to provide you with our Terms and Conditions of Business. Therefore, would you please complete and return the tear off slip. Upon receipt we will be bound by the terms and conditions until terminated by either party. If initiated by us termination will be without prejudice to the completion of transactions already initiated or in progress (if applicable).

These Terms and Conditions of Business exist to protect your interest in that they clearly lay out the working practices of Alpha Financial Consultants and state exactly what your rights are when we conduct business on your behalf. The Terms and Conditions of Business are not a binding contract and may be terminated by you at any time. It does not obligate you to us in any way whatsoever. In the event of a material change in the terms on which Alpha Financial Consultants wish to undertake business with you then you will be issued with a new Terms of Business before being provided with any further investment service. We shall assume acceptance unless we hear to the contrary within 7 days of issue.

### **YOUR COMPLAINTS**

You should address any complaint, in writing, to The Compliance Officer, The Whitechurch Network Ltd, Kings Weston House, Kings Weston Lane, Bristol, BS11 0UR Tel: 0117 373 0440 who will acknowledge the issue and send you a copy of the internal complaints procedure. The matter will be investigated in line with procedures and findings reported to you. If you are still not happy with the outcome, you then have the right to forward any eligible complaint to the Financial Ombudsman Service and the details on how to do so will be provided to you. If you make a valid claim against us in respect of any of the listed investments we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme. Details of the cover are given in a leaflet, which we will send to you at your request. Further information is available from the Financial Services Authority. In addition we are also insured for negligence by way of our Professional Indemnity Insurance.

### **OUR SERVICES**

We offer you independent financial advice based solely on the information provided by you, and as we are not tied to any one company we are therefore able to advise you on the products of different companies. All individuals employed by or contracted to Alpha Financial Consultants to provide investment advice are approved by the FSA. When providing an advisory service and making detailed investment recommendations, we will confirm your investment objectives and ensure that recommendations are suitable for your individual circumstances in our suitability letter or report.

"Alpha Financial Consultants" and "Alpha Financial Care" are trading names of Alpha Financial Consultants (Somerset) Limited  
Registered in England and Wales No. 6038087. Registered Office Address: Mickleton House, 18 Tower Hill Williton Taunton Somerset TA4 4NT.  
An appointed representative of The Whitechurch Network Ltd which is authorised & regulated by the Financial Services Authority.

## **OUR DEALINGS WITH YOU**

We prefer our clients to give us instructions in writing by completing the relevant application form and signing the appropriate declaration to avoid possible disputes. We will, accept oral instructions, if they are subsequently confirmed in a letter.

Any advice we give you will normally be in writing, but if given orally, will be recorded on your file. When we have arranged any investments for which you have given instructions we will not give you any further advice unless you request it, but will be glad to advise you at any time you ask us to do so. You, or Alpha Financial Consultants may terminate our authority to act on your behalf at any time, without penalty. Notice of any such termination must be given in writing.

We act as your agent in arranging investment transactions. We never own the investments you buy or transact through us. All investments will be registered in the name(s) of the client(s) unless otherwise agreed in writing. We will forward to you all documents showing ownership of your investments as soon as it is practical after we receive them. Where a number of documents relating to a series of transactions are involved, we may retain each document until the series is completed and then forward them to you. In some cases the documentation will be sent to you direct from the provider. We may not lend to a third party the documents of title held by us or borrow any money on your behalf against the security of those documents. Where we provide advice on a non packaged product, such as an Enterprise Investment Scheme (EIS) or Venture Capital Trust (VCT), you will not have post sale cancellation rights. However, you will have a period of at least 7 days from the date you sign the application to withdraw from the agreement.

We offer independent advice, but occasions may arise where the Network, this company or any of its Directors or employees or one of our other clients has some form of interest in business which we are transacting for you. If this happens or we become aware that our interest or those of one of our other clients conflicts with your interests we will inform you, in writing and obtain consent before we carry out the instructions. This undertaking shall not apply to personal holdings in unit trusts, insurance contracts, gilts and shares of publicly quoted companies.

We cannot accept responsibility for taxation advice. Clients must be responsible for their own taxation position and we strongly recommend that clients take advice on taxation matters from a qualified accountant.

Where we are required to verify your identity in accordance with the Criminal Justice Act 1993 and the Money Laundering Regulations, no investment will be made until such verification has been obtained. We cannot therefore accept responsibility in instances where investments are delayed due to these regulations.

## **YOUR MONEY**

**WE DO NOT HANDLE CLIENT MONIES. Cheques for premiums or investments can only be made payable to the product provider, we never accept a cheque made out to us (unless in settlement of fees for which we have sent you a bill). No premiums or investment monies of any kind should be paid or be made payable to anyone else.**

## **RECORD KEEPING**

We will account to you for transactions effected on your behalf either by means of a contract note, or by providing documents of title or certificates evidencing title. We will supply, on request, to you or your appointed agent, contract notes, vouchers and copies of entries in our books or computerised records relating to your transactions. We undertake to maintain such records for at least six years from the date of each transaction. We treat all client records as confidential. We will register all investments in your name unless otherwise agreed in writing.

**THE DATA PROTECTION ACT**

Information provided by you may be held, processed, disclosed and used by ourselves, professional advisers and any associated companies in servicing our relationship with you. However, strict confidentiality will be maintained at all times. It is understood that, unless you notify us otherwise, you agree to the storage, use and disclosure of such information. This information may be disclosed to third party product providers in the course of providing our analysis and servicing of our relationship with you. No information will be passed to another party without your prior consent unless we are legally obliged to do so. You also agree that for the purposes described above your data may be transferred to countries outside the European Economic Area (EEA). We may use and analyse your data, including the nature of your transactions, to provide you with information by post, telephone, fax or e mail to service and update you, as well as informing you, by way of an unsolicited real time financial promotion, of new investment opportunities. If you would prefer to be excluded from these services, please write to us at:

Alpha Financial Consultants (Somerset) Ltd, Mickleton House, 18 Tower Hill, Williton, Taunton, Somerset, TA4 4NT.

**REMUNERATION**

Not all firms charge for advice in the same way. We will discuss your payment options with you and answer any questions you have. We will not charge you anything until you have agreed how we are to be paid. The following are the payment options we offer:

**Paying by a Fee.** Whether you buy a product or not, you will pay us a fee for our advice and services. If we also receive commission from the product provider when you buy a product, we will pass on the full value of that commission to you in one or more ways. For example, we could reduce our fee; or reduce your product charges; or increase your investment amount; or refund the commission to you.

**Paying by Commission.** If you buy a financial product, we will normally receive commission on the sale from the product provider. Although you pay nothing up front, that does not mean our service is free. You still pay us indirectly through product charges. Product charges pay for the product providers own costs and any commission. These charges reduce the amount left for investment. If you buy direct, the product charges could be the same as when buying through an adviser, or they could be higher or lower. We will tell you how much the commission will be before you complete an investment, but you may ask for this information earlier.

**Paying by a combination of commission and fee.** In some circumstances, we also charge a fee on top of any commission we might receive.

(Ref: WNL/TOB/01/06/05)

-----  
**I/we acknowledge receipt of the following documents (please tick as applicable):**

**Terms and Conditions of Business (Ref: WNL/TOB/01/06/05)**

**Initial Disclosure Document (Key Facts about our services)**

**Menu (Key Facts about the costs of our services)**

Signed: ..... Date: .....

Full Name: .....

Signed: ..... Date: .....

Full Name: .....

Address: .....