

## **TERMS OF BUSINESS**

### **INVESTMENT SERVICES**

Sable Private Wealth Management is permitted to advise on and arrange deals in investments.

With regard to investments we may contact you in the future by means of an unsolicited promotion should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you.

Sable Private Wealth Management does not handle clients' 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.

### **REGULATORY STATUS**

Sable Private Wealth Management, Castlewood House, 77-91 New Oxford St, London, WC1A 1DG is authorised and regulated by the Financial Services Authority. Our FSA Register number is 222501. The Financial Services Authority can be contacted at the following address: 25 The North Colonnade, Canary Wharf, London E14 5HS.

### **CLIENT CATEGORISATION**

In providing investment services to you, we will categorise you as a retail client. The type of client category will determine the level of protections afforded to you under the regulatory system. As a retail client the regulatory protections available to you are determined by this category and will be the highest available.

Where we have categorised you other than as a 'retail client' (see above), you may request re-categorisation under a client category which benefits from a higher degree of protection. However, we reserve the right to agree to such a re-categorisation on a case-by-case basis, and where we agree to do so it does not necessarily mean that you will have a right of access to the Financial Ombudsman Service.

### **CONFLICT OF INTERESTS**

Sable Private Wealth Management offers advice in accordance with that disclosed to you in our Initial Disclosure Document. Occasions may arise where we or one of our other clients 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.

As a consequence of such potential conflict of interests arising, we have put arrangements in place to ensure our clients are treated fairly. We have also implemented a conflict of interests policy to help us manage such risks, which you may access upon request.

### **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.

### **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.

### **DATA PROTECTION**

In order to advise you properly, the Firm must obtain certain information about the client's financial and personal circumstances to determine the suitability for particular products and

services. Acceptance of these Terms of Business confirm agreement that:

- The information we hold about you can be held electronically, on paper, or by a combination of these.
- The information can be disclosed to Third Parties for the purposes of processing your application or in satisfying the requirements of any Financial Services regulatory authority or the regulatory processes of the Firm itself.
- The Firm can use the information provided to contact the client by telephone, post, facsimile, or e-mail to bring attention to additional products or services that might be of benefit. Agreement to such contact can be withdrawn by the client at any time upon notification to the Firm.

All data held is subject to the provisions and requirements of the Data Protection Act 1998 as determined by the Information Commissioner with whom the Firm is registered.

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 0845 345 1633 or in writing at Castlewood House, 77-91 New Oxford St, London, WC1A 1DG

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.

#### PAYMENT FOR SERVICES

We normally derive our income from commission paid to us by life assurance companies and the operators of collective investment schemes through which investments are made. We shall tell you the amount of commission payable to us on any such investment.

If we receive a commission or other form of benefit from the issuer of a security or from another intermediary, we will inform you, but we will not tell you its amount unless you ask us to do so.

Alternatively, if you or we propose to operate on a fee basis, we will agree its basis, frequency and method with you in writing before we carry out any chargeable work. Should we receive commission from any third party in relation to transactions arranged for you, we will offset the amount received against any fees due.

#### ACCOUNTING TO YOU

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 also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

#### 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.

#### MODE OF COMMUNICATION

Our communications with clients will ordinarily be in English, both in respect of oral and written communications. We will enter into communication with you through whatever means are convenient to you and us, including face-to-face, telephone, e-mail and other acceptable electronic communication methods.

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. I confirm I have received a copy of the firm's key facts 'about our services' and 'about the cost of our services'.

Client Name(s) \_\_\_\_\_

Client signature(s) \_\_\_\_\_

Date of signature(s) \_\_\_\_\_