



Luker Rowe
Independent Financial Advisers
Century House, London Road
Amersham, Buckinghamshire, HP7 0TU
Tel: 01494 733337; Fax: 01494 733366;
Email: admin@lukerrowe.com

Welcome to Luker Rowe and our Terms of Business letter. This letter is not just to tell you about our statutory duties to you as our client but to explain how we provide a service that meets your financial needs. Please read it carefully and, if you intend to use our services, make sure you are prepared to sign a copy of this letter before we commence.

Who we are

Luker Rowe (LR) is the trading name of Luker, Rowe & Company Ltd of Century House, London Road, Amersham, Buckinghamshire, HP7 0TU. We are authorised and regulated by the Financial Services Authority. Our registration number is 143717. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. We are an "owner-managed" business and there are no shares owned by parties unconnected to the directors.

What we do

Our stated principal aim in our Business Plan is:

"To provide a comprehensive financial planning service that, through the application of expert knowledge, state of the art software solutions and high quality support, helps clients identify, target and achieve their needs and ambitions".

Our status

We are independent financial advisers. From our regulator's perspective, this means that we have access to (and select from) the whole of the UK market in respect of those products that we are **permitted** to advise on and that we act on your behalf in all transactions relating to those products. From our perspective, it also means that we put you first in all our dealings:

The way we gather and process information about you, the research we conduct, the financial planning tools we use, the advice we give, the transactions we conduct and the ongoing service we provide are specifically for your benefit. We have no other allegiances or commitments that might compromise this.

Our **permitted business** is providing investment advice and arranging investment transactions relating to life assurance, pension contracts (including transfers and opt-outs) and open ended collective investment schemes including unit trusts, open ended investment companies (OEICS) and related products such as individual savings accounts. If you require advice about an investment which is outside our permitted business, (for example, individual stocks and shares) we will recommend that you obtain advice from a suitably authorised firm. We are also **permitted**



to advise on and arrange mortgages (excluding equity release schemes), but we do **not** advise on or arrange unsecured loans or any lending facility that is subject to consumer credit legislation.

If a situation arises where we or another of our clients has some form of interest in the business which we are transacting for you, or where we become aware that our interests or those of another client conflict with your interests, we will inform you and obtain your consent before we carry out your instructions.

How we act for you

We treat electronic mail (email) exactly as we treat paper correspondence, so all references to writing or written correspondence include email. We will assume you agree to correspond by email if you give us an email address, unless you tell us otherwise.

We prefer our clients to give us instructions in writing to avoid possible disputes. We will, however, accept oral instructions providing they are subsequently confirmed in writing.

Any advice we give you will normally be in writing, but if given orally, will be recorded on your file.

Where any recommendation we make, or transaction we undertake for you, results in a **right to cancel the arrangement under certain conditions**, we will advise you of these rights. We will also tell you if you do not have a right to cancel the arrangement.

When we arrange investments for you we will register these in your name unless otherwise agreed in writing. Additionally, we will ensure you receive either a contract note, document of title, or certificate evidencing title. All such paperwork will be forwarded to you by post as soon as possible after we receive them. Where a number of documents relating to a series of transactions are involved, the documents will normally be retained until the series is completed.

Remuneration

We are remunerated by any fee that we charge you and/or any commission paid to us by any provider with whom we have arranged a transaction on your behalf. Full details of the costs of our services are explained further on in this letter.

Investment risk



All investments carry a degree of financial risk that tends to increase in proportion to the potential rate of return on the investments. Any product that is directly or indirectly invested in assets which may fall in value (for example equities) will itself fall in value corresponding with any decrease in the value of those assets. So, before entering into any investment agreement, you must ensure that you understand the risk associated with the product and are prepared to accept that level of risk. To this end, we will not offer any investment advice without having first established your **risk profile** and will not transact related business without your stated **investment objectives** (which are agreed by you and confirmed to us).

We do not handle client monies

Luker Rowe does not handle client money. Crossed cheques for premiums or investment contributions can only be made payable directly to the product provider. No premiums or investment contributions of any kind should be made payable to anyone else and you should decline to give any money, or write cheques payable, to Luker Rowe unless in settlement of a fee invoice from us.

Contact

Once we have acted upon your instructions and the agreed strategy or plan is in place, we will notify you of our review date. Prior to that date we will review our record of your arrangements and contact you to suggest that we arrange a review meeting. We will, however, be pleased to advise you at any earlier time should you require further assistance. Should we deem it desirable or indeed necessary, we may from time to time contact you by telephone.

Termination of this agreement

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 (by first class post if using Royal Mail). It will be deemed to be received 2 business days after being posted. Any business currently being processed will be completed unless we receive your instructions to the contrary. Any fees outstanding at the date of the termination will be due within four weeks of the termination date.

Complaints

Should you have a complaint about the advice or service you receive or a product that you have bought please write to the Compliance Officer at the company address given above. We take complaints made to us very seriously and have a formal procedure in place for dealing with them in a timely and objective manner, but should you be unhappy with our response you may be eligible to complain subsequently to the Financial Ombudsman Service (FOS). We reserve the right to charge complainants a fee to cover our costs should a complaint referred to the FOS be deemed frivolous or vexatious.

If you make a valid claim against us and we are unable to meet our liabilities in full you may be entitled to redress from the Financial Services Compensation Scheme, details of which are obtainable from the FSA website.

Data Protection & Records



Collection of data

We collect your data during our fact find into your circumstances. With **your consent** we may also collect your data from institutions with which you currently have contracts and insurance policies; from your employer; from other professional advisers and from credit reference agencies.

Use of data

Your information will be held on computerised databases and in paper files. We use the data primarily to provide you with financial services advice, to complete transactions on your behalf and to conduct periodic reviews. Use of your data includes financial risk assessment, money laundering checks, compliance and regulatory reporting and fraud prevention. Your data will be kept for a minimum of six years in compliance with our financial services responsibilities. Entering into these Terms of Business signifies your consent to the processing of your data by us. You are protected under the terms and conditions of the Data Protection Act 1998 and subsequent amendments of that Act.

Transfer of your data

We will only pass your data to institutions (with the aim of entering into and servicing transactions), our regulators, auditors and our professional advisers. Third parties may transfer your data outside the European Economic Area, but if they do so, they will take appropriate steps to ensure the same level of protection for your personal data as pertains in the European Economic Area.

Access to your records

You have the right upon payment of a fee to obtain a copy of the personal data that we hold. If you believe that any information is incorrect or incomplete you should contact us and, if the data is incomplete or incorrect, we will correct it promptly.

Rights of Third Parties

These terms of business exclude any rights which may be conferred upon third parties by the Contracts (Rights of Third Parties) Act 1999.

Professional Indemnity Insurance

In accordance with FSA rules, the firm maintains Professional Indemnity insurance.

Law

These Terms of Business are governed by and shall be construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English Courts. These Terms of Business come into effect on the date you receive this letter from us.

The Cost of Our Services



We charge for our services by way of a fee. Where commission is payable, we can take this in lieu of or in part payment of any fee that has been incurred.

We can charge the fee directly to you by way of an invoice or we can arrange to have it paid out of any investment that you have made as a result of our advice.

We do not charge a fee for our initial meeting but at the meeting we will discuss with you the potential costs and the payment options so that you know exactly what our charges are and what our fee is likely to be before we engage in any work on your behalf. Typical costs are as follows:

Project-based fees:

Initial financial review: £500-£1,000

Initial comprehensive financial plan: £1,000-£2,000

Implementation of investment advice: 1% of funds invested

Event-driven and transactional fees:

Pension transfer analysis £500+

Annuity set-up: £250

Mortgage advice: £250

Protection advice: £100

Ongoing fees:

Financial review: £150 per review

Comprehensive financial plan: £250 per review

Investment management: 0.5%-0.75% per annum

INTRODUCTION TO LUKER ROWE & TERMS OF BUSINESS

FINANCIAL SERVICES



Date: December 2011

