



## Terms of Business

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This document is intended to define and clarify the relationship between Mint Financial Services Ltd and the Private Client (s) to ensure an efficient, productive, fair and equitable relationship be created and maintained.

This document is in addition to the "Key Facts -about our services" and "Key Facts – about the cost of our Services" documents which have been provided to you. A copy of these documents should be retained for your records.

### Our commitment to you

We are committed to offering our customers the highest possible standards of service, and to treat you fairly in all aspects of our dealings with you. In particular we will:

- act with integrity, honesty and openness in everything we do for and with you;
- be totally transparent with regard to our dealings with you and provide you with clear information about the products and services we offer including fees and charges;
- ascertain your individual needs, preferences and circumstances before recommending a solution or product;
- always act impartially - your interests will come first at all times;
- only recommend a product that we consider suitable for you and that you can afford - and always the most suitable from the available options;
- not recommend a product if we can't find one we consider suitable;
- encourage you to ask if there's something you don't understand;
- be friendly, courteous and responsive;
- absolutely respect your confidentiality;
- expect to develop a long-term partnership with you, to help you achieve your lifetime goals;
- aim to meet agreed deadlines and where we can't we will update you as early as possible;
- measure our success based on your perception of our service;

### How You Can Help Us

To help us give you the best service and most appropriate advice, we will ask you to:

- be open, frank and honest with us at all times;
- tell us as much as possible about your circumstances, risk attitudes and objectives, including details of income and outgoings, to enable us to properly assess how much you can afford;
- let us know when there are important changes in your personal circumstances such as change of employment to ensure that previous advice is still appropriate;
- let us know if there is any aspect of our service, or of a product we have discussed or recommended that you don't understand;
- tell us if you think there are ways we can improve our service;
- tell us as early as possible of any concerns you have about our work together;
- make time available to play your part in the delivery of your financial plan/ solutions;
- give consideration to referring us to at least one other person who you believe would benefit from working with us.

## 1. Introduction

Your Independent Financial Adviser is an Appointed Representative of Mint Financial Services Limited (referred to as "we" or "us" in this document) which is bound by the rules of and regulated by the Financial Services Authority (FSA) to advise on investments and to arrange and effect transactions in life assurance, pensions, ISAs, unit trust, other collective investments along with Regulated Insurance and Mortgage Contracts.

Some of the services provided by Mint are not regulated by the FSA. For example, personal and corporate tax planning and National savings. If appropriate to your circumstances we may make recommendations in respect of non regulated collective investment schemes

We classify all clients as private clients.

## 2. Our Services to you

We offer you independent, individual, impartial and value-added advice based solely on the information provided by you. As we are not tied to any insurance or investment company, we are able to research the whole market in order to find the most suitable product, company and terms of product(s) to suit your requirement. Our mission is to make and save you money with high ethical standards. Further details of our services are set out in the "**Key Facts** – about our services" document which has been issued to you.

## 3. Commencement and Term

These terms of business will come into force on the day that they are issued to you and will remain in force until such a time as you are issued with revised terms. You or we may terminate our authority to act on your behalf at any time without notice or penalty. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already initiated. If you specifically require us to cease to deal with transactions which are already in progress, this should be confirmed in writing.

## 4. Client Money

We do not handle clients' money. We never accept cash or cheque made out to us (unless it is a cheque in settlement of fees, charges or disbursements for which we have sent you a bill). Cheques for premiums, investments or contributions should be made payable to the life company or investment provider.

## 5. How do we act for you?

We will go through a diligent process of understanding your financial situation and objectives before any recommendations are made to ensure correctness and quality of advice. We will write to you explaining the reasons why our recommendations are considered suitable for your circumstances and confirming details of any restrictions on the type of investment or market in which you wish to invest.

We expect our clients to give us instructions in writing in order to avoid future disputes. We will, however, accept oral instructions provided they are subsequently confirmed in writing.

You will be informed in writing of any right you have to withdraw from or cancel any recommended transaction or alternatively that no such rights apply.

When we arrange investments for you, we will register these in your name unless otherwise agreed in writing. Furthermore, we will ensure that you receive either a document of title or contract note to confirm your ownership. The Investment Company we have recommended will normally forward all such paperwork to you.

Occasions may arise where we or one of our customers will have some form of interest in business we are transacting for you. If this happens, or we become aware that our interests or those of our other clients conflict with your interests, we will inform you and obtain your consent before we carry out your instruction.

## 6. Data Protection

In order to advise you properly we must obtain information about your financial and personal circumstances. We retain records of all our business transactions for at least six years. These may be stored either in paper or computer records.

We treat all our clients' records as confidential however by accepting our Terms of Business you agree that the information which you give us may be disclosed to third parties for the purpose of processing your applications. No information will be passed to another party without your prior consent except where we are required to do so by law.

Unless you ask us not to, we may use the information that we hold about you to contact you from time to time by post, fax, e-mail or telephone to bring your attention to additional products or services which may be of interest to you.

## 7. Complaints

We want you to be totally satisfied with our services, however if we do something wrong then we are committed to putting it right. Upon request we will provide you with a copy of our complaints procedure. Further details of what you should do if you have a complaint are contained within the "**Key Facts** – about our services" document which has been issued to you.