

These Terms of Business set out the basis on which we conduct business and apply to any and all previous transactions as well as those that you instruct us to undertake on your behalf now and in the future. This is an important document, which aims to confirm the details about our services, the cost of those services and the way in which we will provide these. Therefore please ensure that you read it carefully and if you do not understand any point or have any questions in relation to the information contained herein, then please do not hesitate to contact us and seek further explanation.

By continuing to deal with us we shall consider that you have consented to these Terms of Business unless you inform us otherwise, in writing.

## Regulation

Financial Discounts Direct is a trading name of Atticus Holdings Limited, Atticus House, 2 The Windmills, St Mary's Close, Alton, Hampshire, GU34 1EF, which is authorised and regulated by the Financial Conduct Authority (FCA). Register Number 187674.

You can contact us at the above address or by e-mail at [info@financialdiscounts.com](mailto:info@financialdiscounts.com) or by telephone on 01420 549090. The FCA contact details are 25 The North Colonnade, Canary Wharf, London, E14 5HS, United Kingdom. The FCA's website is [www.fca.org.uk](http://www.fca.org.uk).

## Our Services

Financial Discounts Direct transacts business on an execution only or direct offer basis for clients who have not sought or been given any financial advice by us. The nature of the service offered means that we will not review any transactions arranged on your behalf. If financial advice is required this should be obtained from an independent source.

Financial Discounts Direct introduces clients both to product providers and to investment platforms. In doing so we act as the client's agent and never own investments that we arrange. All investments purchased through us will be either registered in the client's name or with a nominee. Where we use platform services we are introducing you to the platform. You are contracting with the platform to arrange, safeguard and administer your investments.

The product provider or platform shall normally be responsible for forwarding to you all documents of title to investments. If we do receive documents we will pass them on to you as soon as practicable.

To prevent or detect fraud, or to assist in verifying your identity, Financial Discounts Direct may make searches at credit reference or fraud prevention agencies or at the electoral register.

## Our Remuneration

### On Platforms

Our income is derived from the service charge that we make for arranging investments on your behalf and providing on-going servicing. These charges are set out in our charges schedule which are available on our website or by request from our customer services.

We will agree all charges with you in writing before we carry out any chargeable work. This agreement will normally take the form of a completed application form, either on paper or online.

### Direct

We also receive commission paid to us by life assurance companies and unit trust managers with which we have previously arranged investments on our clients' behalf. These commissions have been disclosed to you when the investments were originally made.

## Exceptions

In the event of regulatory changes that require a restructuring of charges you are already paying then, provided the overall cost to you remains unchanged or is lower, we will notify you in advance of any charge but will not require your written consent. In such circumstances we will also assume authority to instruct third parties, such as platforms, to collect the charge on our behalf and sell down units in investments they hold for you as necessary.

## Client Categorisation

It is our intention to categorise you as a retail client from outset and provide our services on this basis, as it offers the highest level of regulatory protection to you. Should you wish, and following our discussion and agreement, you may request to be reclassified as an elective professional client. This means that you will lose certain protections under the Financial Services and Markets Act 2000 enforced by the Financial Conduct Authority. In addition, we will not have to adhere to all of the rules as set out by the Regulator in respect of financial promotions and we will not have to ensure that you understand all the risks associated with the transactions and services we provide.

## Communications

We will normally communicate with you and expect to receive communications from you in English. If you wish to communicate with us in another language, please contact us.

In most cases, communications that you receive from us will either be presented in or confirmed in writing. We may also meet with you face to face or communicate verbally with you by telephone or electronically by email or other means. We request that our clients give us instructions in writing to avoid possible disputes. Therefore, any verbal instruction you make should be confirmed in writing thereafter. For the purposes of these terms of business, we consider the use of the online transactional functionality to satisfy this requirement.

You should assume that all telephone calls, website use and email communications will be recorded. These recordings will be the sole property of Financial Discounts Direct and may be used for training purposes or as evidence in the event of a dispute.

## Data Protection

Information that we hold about you will be held on computer and/or in paper files under the Data Protection Act 2018 which incorporates the requirements of the General Data Protection Regulation (GDPR) into UK legislation. This information will be used to administer your application, to deal with queries and to bring to your attention additional services and products that may be of benefit to you. You may ask us not to contact you about additional services and products by writing to us at the address shown in this document.

The information that you give us may be disclosed to third parties, such as product providers and credit reference agencies for the purpose of processing your application, successors, our regulator, and to our compliance advisers. It will also enable further services to be provided to you, so that your details can be best matched with the services available.

# Terms of Business

Effective Date: January 2020

## Data Protection (continued)

For more detailed information on how we store and process your personal data, please refer to our Privacy Policy which can be found on our website. Alternatively a paper copy can be made available on request.

To assist us in providing you with a comprehensive service and to keep our records as up-to-date as possible, please notify us of any changes to your personal circumstances, e.g. name change, change of address, etc., as soon as possible.

In addition to making calls at your express invitation, we may contact you at intervals to review your investment requirements. This may involve writing or telephoning you to outline possible changes in legislation or to bring to your attention services or investments that might be of particular interest.

## Access to your Personal Data

If you wish to see a copy of your Personal Data record, please contact us at the address given below. We undertake to amend or delete any Personal Data relating to you which is found to be incorrect or not relevant in accordance with the Act. If there are any changes that need to be made to your Personal Data record, please contact The Data Protection Officer.

We keep records of all our business transactions for five years. You may inspect contract notes, vouchers and entries in books whether kept manually or electronically. We treat all clients' records as confidential, so we reserve the right to give you copies of your particular records rather than allow access to files containing records about other clients.

## Client Money

WE ARE NOT AUTHORISED TO HANDLE CLIENTS' MONIES. All cheques for premiums or investment monies of any kind must be made payable to the life office or investment operator. In no circumstances must a cheque be made out to, or cash given to, Financial Discounts Direct or Atticus Holdings Ltd. which is investment money of any kind.

## Conflicts of Interest

In the course of our dealings with you, we consider it unlikely that we will have a conflict of interest, or material interest in the transaction, other than the receipt of fees or commission described above. Where however, we have a conflict of interest, or a material interest, or where we are aware that one of our other customers has such an interest, we will disclose full details to you in writing or orally before we advise you about the transaction and give you the opportunity to object to this interest.

If we make a recommendation that is likely to involve a transaction with or through another person with whom we have an agreement to receive non-monetary benefits, we will let you know at the time of the recommendation of any such agreement and our policy regarding such agreements. At present, we have no such agreements in place.

## Complaints

If you should have any complaint about a product that you have bought, please write to The Compliance Officer at the address below. Complaints will be handled in accordance with our internal complaint handling procedure, a summary of which is available on request. Complaints we cannot settle may be referred to the Financial Ombudsman Service.

Address for Notices: Atticus Holdings Ltd., Atticus House, 2 The Windmills, St Mary's Close, Alton, Hants, GU34 1EF or tel. 01420 542707.

If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If your complaint relates to products or services you have bought from us online, or by other electronic means such as by email, you may refer your complaint to the online dispute resolution (ODR) platform at <http://ec.europa.eu/odr>.

## Financial Services Compensation Scheme

We maintain Professional Indemnity Insurance in accordance with the FCA rules. However, if we are unable to meet our liabilities in full you may be entitled to redress from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim.

Most types of investment business are covered by 100% of the first £85,000, so the maximum compensation is £85,000. The advising and arranging of insurance is covered for 100% of the whole claim with no upper limit, this includes long-term insurance (for example pensions and life assurance).

## Financial Crime

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We'll verify your identity before undertaking any business with you. To do this we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

## Amendments

We reserve the right to amend these terms at any time. Any amendment will be notified to you in writing by post or email prior to undertaking any further transactions. The amended terms will apply to existing and future business. By continuing to hold your investments through us we will deem that you have consented to the amended terms. Either party may terminate our authority to act on your behalf at any time, without penalty and without prejudice to the completion of any transaction already initiated on your behalf, by giving written notice of termination.

## Unit Pricing and Switching

Units bought at no initial charge are usually bought at "creation price". This comprises the "bid price" plus stamp duty and other charges that Financial Discounts Direct cannot control or discount. There is the possibility that other costs, including tax on profits, may arise. These are not the responsibility of nor will they be paid by Financial Discounts Direct.

## Legal

We provide an online portal to allow you to invest and manage those investments that are made and held on the investment platform. This facility is provided and maintained by third parties and/or the investment platform. We cannot guarantee its availability at any given time and are not responsible if the unavailability of the service prevents you investing or managing your investments. Specifically, we will not be liable for any financial loss incurred as a result of the service being unavailable.

**These Terms and Conditions are governed by English Law and subject to the jurisdiction of the English courts.**