

Terms of Business

Introduction

This document forms your terms of business with Seymour Sinclair Investments Limited and is designed to come into force upon receipt.

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.

Our contact details are:

Seymour Sinclair Investments Limited
2 Blade Mews
London
SW15 2NF

e-mail: info@seymoursinclair.co.uk Telephone: 020 8870 7072

Regulation

Seymour Sinclair Investments Limited is authorised and regulated by the Financial Services Authority, our FSA Register number is 177616.

The FSA contact details are 25 The North Colonnade, Canary Wharf, London, E14 5HS, United Kingdom.

Our Services

We offer invitations to invest on a direct offer basis and execute the instructions of investors on an **execution only basis only**. No advice or recommendations will be given on any investment product and we offer.

This means that we carry out and transact your instructions on any business arranged through ourselves. We do not give investment advice or recommendations on any product and do not advise on the suitability of an investment product. We do not risk rate investment products. We do not give tax advice. As all business is carried out on this basis, it is the client's responsibility to ensure that the investment product is clearly understood, including the risks and advantages. All business processed through ourselves can only be done if it is accompanied by an Execution Only Investment Confirmation Form, which confirms that clients understand the basis under which we carrying out their instructions.

Unless otherwise informed we will send mailings to you to give information on investment products. Any information included in our newsletters must not be relied upon when making an investment. An investor must always read the Key Features on any investment product before proceeding with it. If you wish to be removed from our mailing list, it is your responsibility to inform us. Your data will be protected under the Data Protection Act.

If you are unsure as to the suitability of an investment for your particular financial circumstances, you should seek expert financial advice before proceeding further. If you are still unsure in any way about a type of investment or policy we would urge you not to proceed.

Your responsibilities

Acquisition costs, currency conversion costs and tax arising in connection with investment transactions will be your responsibility.

We are not liable for any depreciation of any investment or devaluation of currency. We do not accept liability for default by any third party who is the nominal holder of your registered investment or holds documents of title or certificates evidencing title to any of your investments. If policy documents, contract notes or any other expected document is not received by you within 30 days of sending in your investment, it is your responsibility to contact either ourselves or the investment company concerned to confirm details of the investment. We cannot be held responsible in any way for items lost or delayed in the post. If documents are lost in the post it is usually possible for copies to be obtained via ourselves.

Clients are asked to give us instructions regarding their investments in writing to avoid possible disputes. This is usually done by the completing of an Execution Only Investment Confirmation Form. You, or we, may terminate authority to act on your behalf at any time without penalty. Notice of this termination must be given in writing and will not affect the completion of any transactions already initiated on your behalf.

We reserve the right to refuse investments to be made through ourselves and refuse commission from investment companies. If this is the case, investors will not receive a discount and will be informed immediately in writing. If an investment is made through ourselves we will require you to complete and sign an Execution Only and Direct Offer Investment Confirmation Form. This form will be required for each investment made.

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 be in writing. We may also communicate verbally with you by telephone. 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.

Our Remuneration

Seymour Sinclair Investments Limited receives commission from companies with whom investments are arranged.

As we work on an execution only basis we rebate most of the commission payable. The rebate will either be paid to you by way of a cheque ('cash back') OR reinvested back into the investment.

We do not charge you fees for our services as we are remunerated by the company with whom you make your investment by way of a commission - usually 0.5%. This is paid to us either initially, or annually by what is known as 'trail commission'. This money is paid to us from the normal charges taken from your investment and is not an extra cost to you.

We are required to inform you at the point of sale the amount of the commission we will receive. This will be done either in letter form, contract note or as part of the key features documents that we or the relevant investment company will provide. We can rebate initial commissions paid but will retain in full any trail (renewal) commission.

The investment company will supply you with information about the commission after the completion of each transaction.

Any renewal or trail commission payable from an investment will be retained in full by us. If no commission is payable to us we will make no rebate or reinvestment even if informed otherwise initially.

Data Protection

Information that we hold about you will be held on computer and/or in paper files under the Data Protection Act 1998. 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 letter.

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.

We keep records of all business transactions for at least five years. You have the right to inspect copies of any papers or computer records relating to your transactions. We do, however, reserve the right not to provide you with copies of records, if information relating to other parties would be disclosed.

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.

Client Money

We do not handle clients' money and we never own the investments that you buy through us. Therefore, we never accept a cheque made out to us, unless it is in settlement of charges or costs for which we have sent you an invoice, nor do we handle cash.

DO NOT MAKE CHEQUES PAYABLE TO OURSELVES - if cheques are received payable to us, they will be returned immediately to the investor which will delay the investment being made. No responsibility will be accepted for this delay.

All investments will be registered in your name unless otherwise agreed in writing. We will forward all Policy Documents / Contract Notes to you within seven days of receipt. Even if requested we will not retain clients' cheques for longer than 48 hours. If retained they will be held in our company safe.

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.

Locum arrangements

In the event of the absence, illness, disability or death of the principles, unless alternative arrangements have already been made (in which case you will already have been advised of them), HRI Investments Limited of 2 Blade Mews, London SW15 2NF, who work in close association with Seymour Sinclair Investments Limited, will ensure that urgent transactions are carried out and unfinished transactions are completed.

Complaints

It is our intention to always provide the highest quality level of advice and service. However, if you become dissatisfied with our provision of, or the failure of us to provide a financial service and want to register a complaint, please write to us at the address given at the beginning of this document or telephone us on 020 8870 7072. Please also note that a summary of our procedures for handling complaints is available on request.

If we are unable to settle your complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service.

Financial Services Compensation Scheme

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. 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 £50,000, so the maximum compensation is £50,000.

Further information about compensation scheme arrangements is available from the FSCS.

Amendments

It may on occasion be necessary to amend our terms of business with you. Unless we obtain your consent, we will give you at least fourteen days notice of our intention to do so, before conducting investment business with or for you, unless it is impractical in the circumstances to do so.

This terms of business may be terminated at any time without penalty by either party, giving seven days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. A due proportion of any charges for services provided shall be settled to that date.

Legal

It is your responsibility to provide complete and accurate information to us when you send us your instructions. It is important that you ensure that all statements you make on application forms and other documents are full and accurate. We cannot be held responsible for incorrect data held in the event of non-disclosure.

This terms of business excludes any rights which may be conferred upon third parties by the Contracts (Third Party Rights) Act 1999 and is governed by & shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Appendix - Order Execution Policy

Introduction

FSA rules require us to give you these details on our Order Execution Policy and we shall consider that you have consented to this Policy unless you object.

We will notify you of any material changes to our order execution arrangements or execution policy.

If you provide us with specific instructions regarding an order we will act in accordance with those instructions. Please note this may prevent us from taking the steps set out in this Policy to obtain the best possible result in respect of the elements covered by those instructions.

Our Policy

The general rule is that we must take all reasonable steps to obtain, when executing orders, the best possible result for clients.

In order of priority we consider price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of an order when placing an order. We will only override the price and cost factors mentioned if this is likely to be in your interests.

In practice this means that we will place agreed orders with the agreed provider as soon as possible.

In addition, we will also take into consideration;

- The nature and characteristics of your transaction
- Where your transaction can be directed and
- Any specific instructions you give us, whether received on an individual basis or as a general instruction to be applied to all your transactions

Where we place your business

The specific providers will always be described in our communications with you. When you complete your application or we receive your instruction to invest this will be considered as express consent to undertake the order.