# **GOLDSTONE DIRECT INVEST TERMS OF BUSINESS**

# August 2015



17 Morton Drive, Dalrymple. Ayrshire KA66QA

Telephone 0333 800 2505 Email : directinvest@goldstonewealth.co.uk

Please read our Terms of Business in conjunction with the accompanying Key Facts about our service and costs.

## Our firm

Goldstone Direct Invest is a trading name of Goldstone Wealth Management Ltd of 17 Morton Drive, Dalrymple. Ayrshire. KA6 6QA.

Whilst Goldstone Wealth Management Ltd is a whole of market independent financial adviser, the investment services available through Goldstone Direct Invest are offered on a restricted advice basis. This means that we will only make investment recommendations from a restricted range of retail investments offered by Parmenion Capital Partners LLP. Goldstone Wealth Management Ltd is authorised and regulated by the Financial Conduct Authority (Company Reg No SC451110, and our FCA Register number is 670062.) Our permitted business is investments, pensions and insurance. You can check this on the Financial Conduct Authority's Register by visiting the FCA's website www.fca.org.uk/firms/systemsreporting/register or by contacting the FCA on 0800 111 6768.

## Our dealings with you

For advising on and arranging investments we will deal with you as a Retail Client under Financial Conduct Authority rules. In order to provide you with advice we will request certain information from you concerning your current personal and financial circumstances, objectives, attitude to risk and capacity to withstand financial loss. We would urge you to answer all questions as accurately as possible, as without this information, we cannot determine if our online investment solution is suitable for your needs. Where we provide advice we will confirm this to you in a personalised report that will be available in durable medium for your permanent records.

The nature, scope and cost of advice provided by Goldstone Direct Invest is explained in our Key facts about our services and costs document. This must be viewed via our website before proceeding and is again available in durable medium for your permanent records.

#### Termination of ongoing service

You or we may terminate this agreement and 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 this agreement unless otherwise agreed in writing. You will be liable to pay for any services provided prior to termination and any fees outstanding, if applicable.

# **Product Cancellation**

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before the conclusion of any contract.

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 30 day cancellation period for a life, protection, payment protection or pension policy and a 14 day cancellation period for all other policies.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be provided to you.

## Your money

WE DO NOT HANDLE CLIENTS' MONIES OR CASH. Payment of investment sums must be made by BACS or cheque directly to Parmenion Capital Partners LLP. NO PREMIUMS OR INVESTMENT MONIES OF ANY KIND SHOULD BE PAID OR BE MADE PAYABLE TO ANYONE ELSE.

# Our record keeping & documentation

We will account to you for transactions effected on your behalf by providing documents of title or certificates evidencing title. We will supply, on request, to you or your appointed agent, contract notes, vouchers and copies of entries in our records relating to your transactions. We undertake to maintain such records for a minimum of 5 years, with pension transfers and opt-outs retained indefinitely from the date of each transaction.

We will also maintain records of insurance that we arrange on your behalf.

We will provide you with all legal documents to which you are entitled. We treat all client

records as confidential. We will register all investments in your name unless otherwise agreed in writing. You agree to review all information upon receipt and advise us immediately if the details of any contract arranged do not meet with your approval.

# Your complaints

If you wish to register a complaint you should address this in writing to the Compliance Officer, Goldstone Wealth Management Ltd, 17 Morton Drive, Dalrymple. Ayrshire. KA66QA. You may also request a copy of our complaints handling procedure by contacting us at this address. If you are not satisfied with our response to a complaint you may complain directly to the Financial Ombudsman Service, whose details we will provide.

Certain individuals, businesses, charities or trustees may not be eligible to have a complaint dealt with by the Financial Ombudsman Service. If you are unsure we will be able to advise.

## The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (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:

Investment

Most types of investment business are covered for 100% of the claim subject to a maximum of £50,000. The maximum compensation is therefore £50,000.

## **The Data Protection Act**

We will treat any personal (or other) information from you and about you with the utmost respect and where appropriate, in accordance with data protection legislation.

Information provided by you, or which is obtained from other sources in the course of our dealings with you, may be used by us to facilitate the provision of the services applied for or requested. From time to time we may disclose your personal (or other) information to other companies within the Goldstone Wealth Management Group and we may use that information to advise you of services which may be of interest to you.

#### **Best execution**

In transmitting investment applications on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'. A copy of our best execution policy is available on request.

#### Communicating with you

We may communicate with you by telephone, post, e-mail or in person.

In certain circumstances, we may ask you to confirm any instructions in writing prior to implementation. We will issue any documentation/recommendations and any other communication to you in English ( unless agreed otherwise ).

## **Conflict of interests**

We will endeavour always to act in the best interests of you our client. However, circumstances can arise where we or one of our other clients may 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.

#### **Investment Performance & Risks**

Please be aware that investments can fall, as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

Specific warnings relevant to the investments, investment strategies or other products we recommend will be confirmed to you in your suitability report. Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.

We may also, on occasion, advise on other financial products which are not regulated by the Financial Conduct Authority (FCA). The Financial Services Compensation Scheme does not apply to any of these products.

#### Other benefits we may receive

From time to time we may attend training events funded and /or delivered by product providers, fund managers and platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Further details are available on request.

#### Providing information to your insurer

Your insurance / protection cover is based upon the information you provide to the insurance company. Where you are buying insurance as an individual, this means that you must take 'reasonable care' to answer all questions asked by the insurer fully and accurately. For personal or business protection policies such as life or critical illness insurance, once an application has been submitted, and prior to it going in force, you must immediately notify the insurers or us of any changes to the information that you have already provided. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid. All other clients (e.g. commercial clients) must still disclose all 'material facts' (any information that may influence the insurer's decision over cover or terms) prior to inception and throughout the period of the policy. Again, failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.

# Jurisdiction

This agreement is governed by and should be interpreted in accordance with UK law and you agree to submit to the nonexclusive jurisdiction of the UK Courts.

# Legal and accounting advice

Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.