Investment, Mortgage & Insurance
Terms of Business Letter

Client classification

Unless we notify you in writing to the contrary, we will be treating you as a “retail client”. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service. Details of our complaints procedure are available on request.

Our relationship

Any advice or recommendation that we offer to you, will be based on your stated objectives, circumstances and take into account any restrictions that you wish to place on the type of products you would be willing to consider.

With very few exceptions, we will confirm to you in writing the basis of our reason for recommending the products arranged on your behalf.

Your stated objectives will be reiterated in the Suitability Report, which we will issue to you following our recommendation, along with details of any special risks associated with the product recommended.

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

Any products we have arranged for you, will not be kept under review but we will advise you upon your request. **However, we may contact you in the future by means of an unsolicited promotion by telephone or post should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you.**

As discussed, we offer products from the whole of the market. This means that we source the recommended mortgage from the range of mortgages available to ‘Intermediary’ Firms. Certain lenders may offer products directly to the public, rather than via an Intermediary Firm, with more favourable terms. Accordingly, our recommendation to you will be based on the most suitable mortgage product incorporated within the range available to Intermediary Firms.

Client Money

Sutherland Independent Limited IS NOT permitted to handle client money AND we cannot accept a cheque made out to us unless it is in respect of an item for which we have sent you an invoice or handle cash.

Disclosure of charges/fees

All charges/fees will be fully disclosed to you. These will be disclosed in summary form before we undertake any work for you. The precise charges relating to any recommendations we make will be confirmed in your Suitability Report or relevant product disclosure information that is provided to you.

There is no additional cost to you for using a means of distance communication.

Conflict of interest

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

Best execution

In executing or transmitting orders on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you in terms of best execution.

Risk warnings

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, or investment strategies, we recommend will be confirmed to you in your Suitability Report.

Cancellation rights

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

The start of the cancellation period will normally begin, for pure protection policies, when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

Documentation

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All Policy Documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

Data Protection

Your personal information is very important to us. We will endeavour to take all due care to protect this information. We would like to highlight below a few matters relating to your information that you should be aware of.

Some services are provided to **Sutherland Independent Ltd** by third parties such as processing business or obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details. You agree that personal information held by **Sutherland Independent Limited** may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to any such third parties. You also agree that this information may be transferred electronically, e.g. email and you agree that ourselves, or any such third party, may contact you in future by any means of communication which we consider appropriate at the time.

Product Providers, Lenders and Investment Managers may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of data Protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act even when your personal information is processed outside Europe.

Termination

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 and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to these terms of business unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees outstanding, if applicable.

Your Consent

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information. I authorise the transfer of information, on a confidential basis when warranted between any such third parties. I acknowledge that the Terms of Business Letter will come into effect from the date of issue and I acknowledge receipt of the key facts about our services and costs disclosure document (SCDD).

Client Declaration

The information requested by SUTHERLAND INDEPENDENT LIMITED is required to ensure that the financial advice offered is appropriate to your personal circumstances. **Failure to provide some information may lead to inappropriate advice being given. Not all information supplied will be essential for the advice given at this time**. The information will be held on computer and may help form the basis of future advice. Should you wish to receive a copy of this information please ask your adviser

I also confirm that I am / am not happy to give Sutherland Independent Limited my express consent to contact me by telephone to discuss advising on or arranging financial or insurance products in future.

Name		**Name**	
Signature		**Signature**	
Date		**Date**	
Adviser Name			
Signature		**Date of Issue**	

Periodically we may issue information and newsletters to clients on various topics which may be of interest to you. Please tick the relevant box(es) only **if you do not want** to receive such information:

- ✉ Please do not send me marketing information by post ☐
- 💻 Please do not send me marketing information by e-mail ☐
- ☎ Please do not contact me by phone for marketing purposes ☐

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Sutherland Independent Limited is authorised and regulated by the Financial Services Authority