

## **NON-ADVISED TERMS AND CONDITIONS OF BUSINESS**

Dennehy Weller & Co is authorised and regulated by the Financial Conduct Authority (12 Endeavour Square, London E20 1JN) to advise on and arrange regulated investment products for Private Clients. These products include life assurance and pension contracts, units and shares in collective investment schemes, units in investment trust savings schemes, and securities except those which are not readily realisable. It is bound by the rules of the FCA. You can check this on the FCA's register by visiting <http://www.fca.gov.uk/register/home.do> or by contacting them on 0845 606 1234. Our FCA Registration No: is 114360.

**The following Terms and Conditions of Business will apply to services supplied to non-advised clients. If you would like personalised advice, please contact us on 0208 467 166 or email [enquiries@DWCifa.com](mailto:enquiries@DWCifa.com).**

**Please read this document carefully as it sets out the basis on which we conduct business with you.**

1. Non-advised, Execution-only and direct offer transactions are carried out on the instructions of the client and DENNEHY WELLER & CO has not, in these circumstances, given advice nor exercised any judgement on the client's behalf as to the merits or suitability of the transaction for the client. Neither will DENNEHY WELLER & CO provide any ongoing service in relation to any transactions it arranges on behalf of the client.
2. For the purposes of client categorisation as required by the FCA Rules, DENNEHY WELLER & CO will treat you as a retail client. DENNEHY WELLER & CO may also categorise as a retail client any client who would otherwise be a professional client or an eligible counterparty (as defined in the FCA rules). However, if you are such a client, then you may not have rights under the Financial Ombudsman Service or the Financial Services Compensation Scheme. If you are acting as an agent for someone else, DENNEHY WELLER & CO will treat you alone as its client and you will be liable to DENNEHY WELLER & CO in respect of transactions you conduct in such capacity.
3. **DENNEHY WELLER & CO DOES NOT HANDLE CLIENTS' MONEY.** DENNEHY WELLER & CO never accepts a cheque made out to DENNEHY WELLER & CO (unless it is a cheque in settlement of charges or disbursements for which the client has received an invoice), nor do we accept cash.

4. DENNEHY WELLER & CO act as the client's agent and never own investments that we arrange. All investments purchased through us will be registered in the client's name or, if via a platform, with a nominee.

5. We may make searches at credit reference or fraud prevention agencies, or at the electoral register, in order to prevent or detect fraud or to assist in identifying your identity.

6. DENNEHY WELLER & CO accepts no liability to clients who purchase two ISAs in one fiscal year, or otherwise do not comply with ISA rules.

7. DENNEHY WELLER & CO receives commission or fees from product providers or clients following the arrangement of investments, and this is retained for DENNEHY WELLER & CO's benefit. The client will receive from the product provider, or from DENNEHY WELLER & CO, information about the commission or fees that DENNEHY WELLER & CO receives. This will be contained within the illustration and is normally 0.5% of the value of the investment. This is £250 per annum on an investment of £50,000 and covers ongoing administration. This amount will vary according to the value of your investments. Clients are not charged for arranging any contracts except by separate arrangement as agreed in advance with the client.

8. You should assume that all telephone calls, web-site use and email between you and DENNEHY WELLER & CO will be recorded. These recordings will be the sole property of DENNEHY WELLER & CO and may be used for training purposes or as evidence in the event of a dispute.

9. DENNEHY WELLER & CO and its agents may process any personal data (as defined by the Data Protection Act 1998) provided by you in connection with the services DENNEHY WELLER & CO provides. Your personal data includes any information which DENNEHY WELLER & CO holds now or at any time in the future, which comes from, or relates to application forms or other dealings with us; third parties such as credit reference and fraud prevention agencies and the services you receive from DENNEHY WELLER & CO. We may use your personal data to provide our services to you and for security, payment verification, preventing and detecting money laundering, fraud and other crime, for which purposes we may also pass on your personal data to third parties.

Client's 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 client information that clients should be aware of.

Some services are provided to us by third parties such as processing business or obtaining compliance or regulatory advice which warrant the disclosure of more than just client basic detail. You agree that the information held by us may be disclosed on a confidential basis, and in accordance with the Data

Protection Act 1998 to any such third party. You also agree that this information may be transferred electronically, for example by 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 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 controls in place to ensure that your information is adequately protected, and they will remain bound by the obligation under the Data Protection Act even when your personal information is processed outside Europe.

We confirm that we cannot be held responsible for the information held on your file becoming inaccurate due to your change in circumstances if you fail to inform us of those changes.

10. We maintain a conflict of interest policy and in the unlikely event that we have a conflict of interest we will disclose full details to you in writing.

11. These terms and conditions are governed and shall be construed by English Law and subject to the exclusive jurisdiction of the English courts. DENNEHY WELLER & CO shall not be in breach of this agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

12. On occasion it may be necessary to amend these Terms and Conditions. Unless we obtain your consent, we will give you at least 14 days notice of our intention to do so unless it is impractical in the circumstances to do so. In any event you will receive the current Terms and Conditions each time you make a transaction either by post, email, or by accepting the Terms when dealing online.

These Terms and Conditions may be terminated at any time without penalty by either party, giving 7 days notice in writing to that effect, and without prejudice to the completion of transactions already initiated.

13. If you wish to register a complaint, please contact DENNEHY WELLER & CO either by writing to the Compliance Officer, Dennehy Weller & Co, 3 High St, Chislehurst BR7 5AB, or by telephoning 020 8467 1666, or by emailing [enquiries@DWCifa.com](mailto:enquiries@DWCifa.com).

14. DENNEHY WELLER & CO maintains Professional Indemnity insurance in accordance with FCA rules. However, if we are unable to meet our liabilities in full, you may be entitled to seek redress from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim.

## **Investment**

Most types of business are covered up to a maximum of £50,000

## **Insurance**

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS. Tel:020 7892 7300. Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk).

## **Important Notice**

Past performance is not necessarily a guide to the future. The value of investments and the income from them can fall as well as rise as a result of market and currency fluctuations and you may not get back the amount originally invested. All products purchased through DENNEHY WELLER & CO should be regarded as medium to long-term investments. Tax assumptions are subject to statutory change and the value of tax relief (if any) will depend upon your individual circumstances. If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that in certain circumstances you might not get back the full amount invested if you cancel the policy.

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