



Lucas Fettes Online Terms of Business

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

Our firm

Lucas Fettes Online is a trading name of Lucas Fettes & Partners (Financial Services) Limited, of Plough Court, 37 Lombard Street, London, EC3V 9BQ.

Whilst Lucas Fettes and Partners (Financial Services) Limited are a whole of market independent financial adviser, the investment services available through Lucas Fettes Online 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. Lucas Fettes and Partners (Financial Services) Limited are authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 146279. 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/register or by contacting the FCA on 0845 606 1234.

Our dealings with you

For advising on and arranging investments we will deal with you as a Retail Customer 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 the advice provide by Lucas Fettes Online 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 may terminate our ongoing service at any time and without penalty. Should you wish to do this, please call us on 0845 519 2109. The termination will be without prejudice to the completion of transactions already initiated.

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 six years 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, Lucas Fettes & Partners (Financial Services) Limited, Lakeside 500, Old Chapel Way, Broadland Business Park, Norwich, NR7 0WG. 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 Lucas Fettes Group and we may use that information to advise you of services which may be of interest to you.

Limitation of liability

Our liability to you for any loss or damage you may suffer will be determined in accordance with English Law and will be limited to that proportion of your loss and damage which is just and equitable having regard to the extent of your own responsibility for the loss and damage and that of any other party who may also be liable to you in respect of it.

For the avoidance of doubt in considering whether other parties may be liable to you, no account is to be taken of any inability on your part to enforce remedies against another party by reason of causes of action against that party becoming time barred, or the parties lack of means or the parties reliance on exclusions or limitations of liability.

Our Aggregate Liability to you will in any event be limited to £5,000,000. For the avoidance of doubt, this limit of liability applies to the aggregate of all claims that may be made against us by all of the clients named in any Agreement or the Engagement Letter and not separately to each client or to each separate incident of loss or damage.

This limit will not apply in respect of death or personal injury, loss or damage arising from fraud or wilful default on our part or any other situation in which the limitation of liability is prohibited by law.