

Terms of Business



Identification

We are TJ Markets Limited an appointed representative of TJ Markets (Holdings) PLC (herein referred to as We/Us) a firm authorised and regulated by the Financial Services Authority.

Scope

We will provide/introduce you with execution only or discretionary investment management services provided by investment management companies, derivatives traders and any other such regulated firm that provides investment management services to us and our clients.

Affordability

We will only recommend an investment when we are satisfied (after a fact finding process) that the investment proposed is affordable. Unless you are an execution only client in which we are in no way responsible for your decisions.

Commencement

The contract between us will commence when you have completed all the relevant application forms, agreed to our terms of business and the terms of business offered by other companies that we have introduced you to.

Regulator

We are regulated by the Financial Services Authority ("FSA"). You may wish to browse the website maintained by the Financial Services Authority (www.fsa.gov.org.uk) The register available on that site shows details on us including the investment services we are authorised to carry out for clients. We are authorised to carry out investment services and give investment advice to private customers, intermediate customers and market counterparties with specific conditions.

Investment Objectives

Unless advised by you in writing we (our managers) will manage your portfolio to achieve a total return on capital.

Discretion and Restrictions

Where we have introduced you to a discretionary management service the manager will have complete discretion to manage the portfolio to achieve the investment objectives with no restrictions.

Payment for services

We will charge you commission on every transaction carried out for you and will also charge a fee if appropriate. These charges will be advised to you before we enter into any contract with you.

Instructions

Where instructions are to be given to us these must be in writing addressed to TJ Markets Limited, 24 St Andrew's Crescent, Cardiff, CF10 3DD, United Kingdom. Telephone instructions for dealing services must be conducted through the nominated dealing telephone line.

Telephone calls to our dealing room are recorded.

Initial value

The initial value of the assets to be managed will be those transferred to us on the commencement of this contract (cash and/or investments).

Initial composition

The initial composition of assets to be managed will be cash unless we have previously agreed to accept other securities on your behalf.

Period of account

We will report to you half yearly.

Cancellation and withdrawal

You will be able to cancel your contract during a reflection period after concluding the agreement and receive a refund in full less an adjustment to reflect movements in the value of portfolio securities and transaction costs which take place in the period until cancellation or withdrawal takes place.

The reflection period will be 14 days from the date of this contract.

Unsolicited real time financial promotions

We will not communicate any unsolicited real time financial promotion to you. You may request information on a financial promotion from us which will be supplied without investment advice.

We will not act as a principal in a transaction with you.

Conflict of interest and material interest

When a material interest or conflict of interest may or does arise, we will inform you to ensure they are aware of the situation and the steps taken by us to ensure your fair treatment.

Underwriting

We may commit you to any obligation to underwrite or sub-underwrite any issue or offer for sale of securities only after prior approval in writing or email form by you.

Complaints procedure

Complaints about our service in relation to this contract should be addressed in the first place in writing to us at the address above. An acknowledgement of your letter will be sent within 10 business days with an answer to your comments if available in that time. Should further investigation be required, we will update you on a monthly basis on the progress. If at any time you feel that the responses are not adequate you may subsequently complain directly to the Financial Ombudsman Service.

The Financial Ombudsman Service may be contacted at; South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Compensation

We have sufficient capital to meet the requirements of the FSA and also carry appropriate professional indemnity insurance.

Additionally our Principal TJ Markets (Holdings) PLC meets the minimum capital requirements required by the FSA.

We are covered by the Financial Services Compensation Scheme. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

Termination method

In the event that you wish to terminate this contract a 30 day notice period will apply with paym

ent to us for the closing period (if applicable). Such termination will;

- be without prejudice to the completion of transactions already initiated, if this is the case;
- be by written notice to us noting when the period of notice is to take effect;

In the event that we wish to terminate the contract, a 30 day notice period will apply and we will inform you in writing.

Termination consequences

Transactions undertaken before notice of termination is received by us will be settled in the normal way. Following notice of termination we will not cause any new transactions to be carried out except as a result of the care and maintenance of the current or historic investments.

We will assist, where required, to ensure that a smooth handover of the management of the assets takes place.

Best execution

We will achieve 'best execution' of the transactions for you by relying on the best execution procedures of the stockbroker(s) or trader(s) appointed by us.

We shall have no liability to third parties relying on the content of this contract for any loss or damage arising out of the use or reliance on the information provided including without limitation, any loss of profit or any other damage, direct or consequential. We do not provide advice on accounting, tax, legal or any other advice in this contract.

Variation

We may amend these terms at any time by written notice describing the relevant changes. Any change will become effective on the date specified in the notice. No amendment will affect any outstanding order of transaction or any legal right or obligation which may have already arisen.

Assignment

We reserve the right to assign, transfer, sell or otherwise dispose of the obligation, duties and/or benefits accruing to us under the basis of our relationship with you to any such party as we may consider from time to time.

Data Protection

To provide our service to you we will need to have personal information about you which may be held by us in physical or electronic form ("data").

This data will be received and held by us in confidence. You agree that we may process data in connection with the provision of services to you which may include making data available to our agents for the purposes of executing orders, settlement of any transaction, holding investments and money for you or any related purpose.

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Risk Warnings

The investments and the investment services we promote may not be suitable for everyone. We ask you to read the Risk Warnings that are applicable to the services we promote, especially derivative based products such as CFDs (Contracts For Difference).

Please remember that prices or values of investments can go down as well as up and you may get back less than you expect.

Where an investment is described as likely to yield income, or being suitable for an investor particularly seeking income from his/her investment, you should note that income from investments may fluctuate and part of the capital invested may be used to pay the income.

Some investments are less readily realisable than others. It may be difficult for you to sell or realise such investments or to obtain reliable information about their value or the extent of the risks to which they are exposed.

Governing Law

These terms of business are governed and construed in accordance with the laws of England & Wales.

Important

If you are in any doubt whatsoever about the suitability of any of the investments or investment/trading services promoted by us you should seek independent financial advice from a suitably qualified adviser.