

Member Application Form

Application form to become a full IFA member of IFA Promotion Ltd

In order to apply for IFA Promotion membership there must be at least one 'Independent Investment' adviser based at the branch you wish to register.

1. Company Details

Name of Company

Address

Tel No.

Company Email Address

Postcode

Fax No.

Web Address

Regulator Ref No. (i.e. FSA Ref No.)

Are you a member of a network? Yes No (tick box)

If yes, please state which network you are a member of

I would like to join IFA Promotion as (please tick appropriate box):

A Head Office company or network

A Branch of an existing member on the IFA database or appointed representative of a network

If you wish to join as a branch of an existing company that is already on the IFA Promotion database, please give details of the existing company below.

Name of Company or Firm

Address

Postcode

Regulator Ref No. (i.e. FSA Ref No.)

2. Business Status

Indicate below your independent status in each of the regulated areas;

- **Investments** – List below the full name/s and FSA Individual Reference number of individual/s in your firm that are registered with the FSA and authorised to conduct '**Independent**' (i.e. whole of market and offering consumers the option of paying by fee) **Investment** business at your address.

Name	FSA Individual Reference (e.g. NXL12345)	Individual's E-mail Address
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Please note: If you do not name at least one '**Independent**' (i.e. whole of market and offering consumers the option of paying by fee) **Investment**' adviser – IFAP will reject your application. If your firm's status changes following this application, IFAP reserves the right to remove your firm's details from its database.

● Additionally, please confirm (by ticking the appropriate boxes below) that advisers in your firm at the address you provided overleaf are authorised to give 'Independent' advice (i.e. whole of market and offering consumers the option of paying by fee) on the following business categories:

- Mortgages
 Protection
 General Insurance

I confirm that the information given above is true and correct to the best of my knowledge. I understand it is my responsibility to notify IFAP immediately in writing should the status of this firm (or any of the individuals listed above) change in relation to each of the business categories listed above.

Name

Position Date

E-mail Address

3. Business Areas

Categories can only be selected if either the Independent Investment adviser(s) listed in Section 2 undertakes to conduct the selected business areas and/or a whole of market adviser who offers a fee option undertakes to conduct the business areas selected.

From the list below, please select your top nine business areas – labelling your choices 1-9 in the boxes provided (choice 1 being of highest importance). Please do not select more than nine options. It is important that you complete this section as it allows enquirers to make a more informed choice about the IFA they are looking for.

- | | | |
|--|--|---|
| <input type="checkbox"/> Equity Release | <input type="checkbox"/> Investment Trusts | <input type="checkbox"/> Saving for Children |
| <input type="checkbox"/> Ethical Investments | <input type="checkbox"/> ISAs/OEICs/Unit Trusts | <input type="checkbox"/> Stockbroking Services |
| <input type="checkbox"/> Expatriate Services | <input type="checkbox"/> Mortgages | <input type="checkbox"/> Taxation Planning |
| <input type="checkbox"/> General Insurance | <input type="checkbox"/> Offshore Investments | <input type="checkbox"/> Traded Endowment Policies |
| <input type="checkbox"/> Healthcare | <input type="checkbox"/> Personal Protection | <input type="checkbox"/> Commercial Mortgages |
| <input type="checkbox"/> Long Term Care | <input type="checkbox"/> Personal Retirement Planning | <input type="checkbox"/> Group/Stakeholder Pensions |
| <input type="checkbox"/> Investment & Saving | <input type="checkbox"/> Personal Stakeholder Pensions | <input type="checkbox"/> Group Protection |

If you specifically **do not** transact business in any areas listed above, please list those business areas below (using the same terminology) up to a maximum of nine entries.

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If you have selected **Mortgages** as one of your business areas, please select your top 7 out of the following 12 options.

- | | | |
|--|---|---|
| <input type="checkbox"/> Residential | <input type="checkbox"/> Flexible | <input type="checkbox"/> Right to buy |
| <input type="checkbox"/> First time buyers | <input type="checkbox"/> High loan to value | <input type="checkbox"/> Self-employed |
| <input type="checkbox"/> Re-mortgage | <input type="checkbox"/> Buy-to-let | <input type="checkbox"/> Commercial for individuals |
| <input type="checkbox"/> Sub-prime | <input type="checkbox"/> Self-build | <input type="checkbox"/> Overseas |

If you have selected **General Insurance** as one of your business areas, please select your top 6 out of the following 10 options.

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Home and Leisure | <input type="checkbox"/> Motorbike | <input type="checkbox"/> Car | <input type="checkbox"/> Travel |
| <input type="checkbox"/> Caravan | <input type="checkbox"/> Large Business | <input type="checkbox"/> Small Business | <input type="checkbox"/> Commercial Motor |
| <input type="checkbox"/> Buildings and Contents | <input type="checkbox"/> Pet Insurance | | |

If you have selected **Group/Stakeholder Pensions, Group Protection** and/or **Commercial Mortgages** in your top nine choices of business areas above you will be included on the database of corporate IFAs.

You must select the size of company below that you are best able to deal with (one only).

- 1-20 employees
 21-100 employees
 101+ employees

Do you carry out execution only business?

- Yes
- No

Are you a 'General Practitioner' IFA? (A General Practitioner IFA offers a full range of financial advice.)

- Yes
- No

How do you charge clients for receiving independent financial advice? (tick one option only)

- Fees or commission
- Fees only

Please indicate whether you have the following IFAs practising at your address

- Male only
- Female only
- Both male/female

4. Company Description

As a member of IFA Promotion you are entitled to register a description of your company and services, up to a maximum of 75 words.

This information will be printed on the consumer pack along with your company name, address and selected business areas. Below is an example of what your description could look like:

A Sample & Co, have been established for 25 years. We have 6 advisers with over 100 years experience between them. Our advisers can provide a comprehensive professional service offering advice on a variety of products including pensions, mortgages, protection, ISAs and offshore investments. We work on a fee or commission basis. All costs will be discussed at your first meeting, which will be free of charge.

Please detail your description below (up to a maximum of 75 words)

5. Adviser Qualifications

To register adviser qualification details with IFA Promotion please complete the information overleaf. Please use Column A to tick any qualifications you hold. If you would like the qualification abbreviation to be shown after your name on all future IFA Promotion correspondence please indicate by ticking Column B.

IFA Promotion will take completion and return of this section as confirmation of your authorisation to verify any data provided with the relevant awarding body.

Individual's Name	<input type="text" value="Mandatory"/>	Awarding Body PIN	<input type="text"/>
Your Date of Birth	<input type="text" value="Mandatory"/>	Company Name	<input type="text"/>
FSA Individual Reference	<input type="text" value="Mandatory"/> <small>(e.g. NXL12345)</small>	Telephone No.	<input type="text"/>
Individual's Email Address	<input type="text" value="Mandatory"/>	Fax No.	<input type="text"/>
Website Address	<input type="text"/>	Regulator Ref No.	<input type="text"/> <small>(i.e. FSA Ref No.)</small>

Please note: Each individual wishing to register is required to do so on a separate photocopied form (please copy pages 4 and 5).

Awarding Body	Name of Qualification	Abbreviation	Tick if Qualification held (Column A)	Tick if Abbreviation used after name (Column B)
The Chartered Institute of Bankers in Scotland	Associate of the Chartered Institute of Bankers in Scotland	ACIBS		
The Chartered Institute of Bankers in Scotland	Certificate in Investment Planning	CIP		
The Chartered Institute of Bankers in Scotland	Certificate in Mortgage Advice and Practice	CMAP		
The Chartered Institute of Bankers in Scotland	Lifetime Mortgage Advice and Practice Certificate	LMAPC		
The Chartered Institute of Bankers in Scotland	Mortgage Advice and Practice Certificate	MAPC		
Chartered Insurance Institute	Associateship Examination	ACII		
Chartered Insurance Institute	Advanced Financial Planning Certificate	AFPC		
Chartered Insurance Institute	Personal Tax and Trust Planning	AF1		
Chartered Insurance Institute	Business Financial Planning	AF2		
Chartered Insurance Institute	Pension Planning	AF3		
Chartered Insurance Institute	Investment Planning	AF4		
Chartered Insurance Institute	Financial Planning Process	AF5		
Chartered Insurance Institute	Investment and Risk	CF2		
Chartered Insurance Institute	Financial Protection	CF3		
Chartered Insurance Institute	Retirement Planning	CF4		
Chartered Insurance Institute	Certificate in Mortgage Advice	CF6		
Chartered Insurance Institute	Certificate in Financial Planning and Lifetime Mortgage Activities	CF7		
Chartered Insurance Institute	Certificate in Financial Planning and Long Term Care Insurance	CF8		
Chartered Insurance Institute	Certificate in Pensions Simplification	CF9		
Chartered Insurance Institute	Chartered Financial Planner	Chart FP		
Chartered Insurance Institute	Equity Release	ER1		
Chartered Insurance Institute	Fellow Membership	FCII		
Chartered Insurance Institute	Taxation and Trusts	G10		
Chartered Insurance Institute	Personal Investment Planning	G20		
Chartered Insurance Institute	Business Financial Planning	G30		
Chartered Insurance Institute	Pensions	G60		
Chartered Insurance Institute	Investment Portfolio Management	G70		
Chartered Insurance Institute	Long Term Care, Life and Health Protection	G80		
Chartered Insurance Institute	Supervision and Sales	H15		
Chartered Insurance Institute	Holistic Financial Planning	H25		
Chartered Insurance Institute	Home Reversion Plans	HR1		
Chartered Insurance Institute	Personal Taxation	J01		
Chartered Insurance Institute	Trusts	J02		
Chartered Insurance Institute	The Tax and Legal Aspects of Business	J03		
Chartered Insurance Institute	Pension Funding Options	J04		
Chartered Insurance Institute	Pension Income Options	J05		
Chartered Insurance Institute	Investment Principles, Markets and Environment	J06		
Chartered Insurance Institute	Supervision in a Regulated Environment	J07		
Chartered Insurance Institute	Retirement Options	K10		
Chartered Insurance Institute	Pensions Investment Options	K20		
Chartered Insurance Institute	Mortgage Advice Qualification	MAQ		N/A
Chartered Insurance Institute	Savings and Investments	SV1		
Pensions Management Institute	Associate	APMI		

Continued overleaf.

PTO

Please note: Each individual wishing to register is required to do so on a separate photocopied form (please copy pages 4 and 5).

Awarding Body	Name of Qualification	Abbreviation	Tick if Qualification held (Column A)	Tick if Abbreviation used after name (Column B)
Institute of Financial Planning	Certified Financial Planner	CFP		
Institute of Financial Planning	Fellow of The Institute of Financial Planning	FIFP		
IFS School of Finance	Associate of the Chartered Institute of Bankers	ACIB Pre 1996		
IFS School of Finance	Advanced Certificate in Mortgage and Practice	Advanced CeMAP		
IFS School of Finance	Certificate in Lifetime Mortgages	CeLM		
IFS School of Finance	Certificate in Mortgage Advice and Practice	CeMAP		
IFS School of Finance	Certificate in Regulated Equity Release	CeRER		
IFS School of Finance	Pensions Paper (CIB)	CIB Pensions		
IFS School of Finance	Professional Investment Certificate	PIC		
Personal Finance Society	Associate	APFS		
Personal Finance Society	Member by Diploma	Dip PFS		
Personal Finance Society	Fellow	FPFS		
Securities and Investment Institute	Certificate in Investment Management	Cert IM		
Securities and Investment Institute	Diploma	MSI		
UK Society of Investment Professionals	Investment Management Asset Allocation Qualification	IMAAQ		
UK Society of Investment Professionals	Investment Management Certificate	IMC		

6. Please read this section

This data will be held by IFA Promotion Ltd and may be shared with IFA Promotion Sponsors.

Please tick this box if you do NOT want IFAP sponsor companies to have this information.

I/We confirm that the information set out in this application is accurate, and agree, if accepted, to be bound by the terms and conditions. I/we will provide 30 minutes of my/our time free of charge to clients introduced to us by IFA Promotion and presenting an IFA Promotion voucher.

Signature (please print name)

Please take a copy of this application form for your own files and return the original form to:

IFA Promotion Ltd, 17-19 Emery Road, Brislington, Bristol BS4 5PF Email: ifacontact@secure.unbiased.co.uk Fax: 0117 972 4509.

If you have any queries, please contact us on 0330 303 0025.



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form using a ballpoint pen and send it to:

IFA Promotion Ltd,
17-19 Emery Road,
Brislington,
Bristol,
BS4 5PF

Name(s) of Account Holder(s)

Bank/Building Society account number

Branch Sort Code

Name and full postal address of your
Bank or Building Society

Originator's Identification Number

6	7	3	8	6	1
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IFAP Membership Number

Instruction to your Bank or Building Society

Please pay IFA Promotion Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee.

I understand that this Instruction may remain with IFA Promotion Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit Instructions from some types of account.

The Direct Debit Guarantee



This guarantee should be detached and retained by the Payer

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change IFA Promotion Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by IFA Promotion Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

Terms & Conditions of full membership of IFA Promotion

By becoming a full Member you will not, for the purposes of company law in particular, become a member of IFA Promotion Ltd with any of the benefits and burdens of that status.

1. A Full IFA Member shall during such membership be entitled to use the IFA Blue Roundel Pound Sign Logo ("the Logo") on the terms set out in Condition 4 for use in connection with its investment contract business in the United Kingdom without further charge, to have the name and address of the Full IFA Member and his or its offices included in any relevant list of independent financial adviser supplied by IFA Promotion Ltd to enquirers who respond to advertising or other marketing activities conducted by IFA Promotion Ltd and to receive promotional materials free of charge at the discretion of IFA Promotion Ltd and to purchase such additional supplies at prices to be determined by IFA Promotion Ltd from time to time, subject always to availability.
2. In addition to the rights granted under Paragraph 1 above the Full IFA Member will have the right to copy and use for its own purposes in connection with its independent investment business all or part of any articles published by IFA Promotion Ltd on its website or in its brochures from time to time provided that IFA Promotion Ltd does not make any representation or warranty as to accept responsibility for the accuracy currency or completeness of the contents of any such article or part thereof. The Full IFA Member accepts the need to seek independent verification of any facts or matters described in the said articles.
3. In the event of termination of Full IFA Member status there shall be no refund of any membership fees.
4. The following conditions apply to the use by the Full IFA Member of the Logo.
 - 4.1. The right to use the Logo shall be suspended for as long as (1) the Full IFA Member is suspended from conducting investment business or any registered individual or other person authorised to conduct investment contract business for the Full IFA Member is so suspended and/or (2) information shall not have been supplied by the Full IFA Member to IFA Promotion Ltd after a reasonable period has elapsed following a reasonable request to do so.
 - 4.2. The Full IFA Member acknowledges that copyright and all other rights of a similar nature relating to the Logo are owned by IFA Promotion Ltd.
 - 4.3. The Full IFA Member is hereby authorised to reproduce the Logo only in connection with such of its business as is carried out on an independent basis in the following manner:
 - 4.3.1. by inclusion on any letterheads, compliment slips, invoices and other business documentation used in business; and
 - 4.3.2. by displaying the decals, stickers, notices and advertising materials supplied by IFA Promotion Ltd to the Full IFA Member outside or inside Premises (as defined below) where the only investment business (as defined by the Financial Services and Markets Act 2000) conducted by any person is on an independent basis.

For the purposes of these conditions, "Premises" shall mean any room or part of a building, suite or rooms, or group of buildings which is separate and clearly identifiable otherwise than by the use of such decals, stickers, notices and advertising materials as aforesaid. For the avoidance of doubt the decals, stickers, notices and advertising materials as aforesaid shall not be displayed outside any Premises other than those from which investment business is conducted on an independent basis.
 - 4.4. The Full IFA Member undertakes with IFA Promotion Ltd that it will:
 - 4.4.1. only use the Logo as a trademark in accordance with the terms of its registration and in particular, will not use it in any manner likely to mislead the public as to its significance; and
 - 4.4.2. promptly give notice in writing to IFA Promotion Ltd of any infringement by any third party of the Logo as a trademark and generally of unauthorised or wrongful use of the Logo (or of any mark in its reasonable opinion confusingly similar to the Logo) which shall from time to time come to the knowledge of the Full IFA Member.
 - 4.5. The Full IFA Member will abide by regulations and practices in force or use in the United Kingdom in order to safeguard the rights of IFA Promotion Ltd in the Logo and will not do or omit to do anything to diminish the rights of IFA Promotion Ltd in the Logo or impair any registration of the Logo.
5. If the Full IFA Member wishes to include the addresses of any additional Premises from which the Full IFA Member conducts investment business on an independent basis in the lists, then it may do so on notification of full details thereof to IFA Promotion Ltd subject to payment of the fee for the time being in force for each address in addition to the membership fee payable in respect of its principal address. IFA Promotion Ltd agrees to limit the charges to any Full IFA Member to £10,000 in respect of any twelve month period ending on 30th September in any year.
6. The Full IFA Member may terminate its or his membership at any time by written notice to IFA Promotion Ltd.
7. IFA Promotion Ltd may terminate the membership of the Full IFA Member forthwith by written notice if the Full IFA Member:
 - 7.1. ceases to be a registered individual or other person authorised to conduct independent investment business or a registered individual able to conduct Financial Services Authority regulated whole of market business offering a fee option to clients;
 - 7.2. commits any breach of these terms and conditions;
 - 7.3. becomes insolvent, adjudicated bankrupt or compounds with or makes any arrangement with or makes a general assignment for the benefit of its creditors;
 - 7.4. compulsory or voluntarily enters into liquidation, except for the purpose of a bona fide reconstruction or amalgamation and with prior written approval of IFA Promotion Ltd;
 - 7.5. has an administrator, receiver or manager appointed over the whole or a substantial part of its undertaking or assets;
 - 7.6. ceases or threatens to cease to carry on its business; or
 - 7.7. does not in the absolute discretion of IFA Promotion Ltd merit the continuing right to continue to be a Full IFA Member (and in such case IFA Promotion Ltd shall not be bound to give any reasons for termination).
8. The Full IFA Member acknowledges that, forthwith upon termination of membership the licence to use the Logo ceases immediately and undertakes that it will:
 - 8.1. return to IFA Promotion Ltd all unused stickers, decals, notices and other advertising materials supplied by IFA Promotion Ltd (whether paid for or not) and if paid for, at no cost to IFA Promotion Ltd;
 - 8.2. remove and destroy all such stickers, decals, notices and advertising materials as have been, or are being used and which are still in the possession of the Full IFA Member; and
 - 8.3. cease to use any letterheads, compliment slips, invoices and other business documentation bearing the Logo.
9. The Full IFA Member shall indemnify and hold harmless IFA Promotion Ltd from and against all claim liabilities and expenses arising out of the Full IFA Member's activities as an independent financial adviser or out of any infringement of any third party proprietary rights or the IFA Member's failure to comply with all applicable laws and regulations whether by exercise or rights granted to it by IFA Promotion Ltd or otherwise.
10. The rights and authorisation granted to a Full IFA Member hereunder are personal to the Full IFA Member and may not be transferred, assigned or dealt with by the Full IFA Member in any manner whatsoever.
11. The Full IFA Member accepts that IFA Promotion Ltd may wish to revise the terms and conditions by granting additional rights to the IFA Full Members and/or amending any terms and conditions. In any such case IFA Promotion Ltd will notify the IFA Full Member in writing. If the IFA Member does not accept any such revision then it may elect to terminate its membership under Paragraph 7 but any such revision shall be deemed to take effect 30 days after the date of notification by IFA Promotion Ltd as aforesaid.
12. The full IFA Member accepts that IFA Promotion Ltd may use his information for marketing purposes or to receive additional offers and information from IFA Promotion Ltd, or other associated companies, called "permission marketing". The full IFA Member can amend his permission marketing status with IFA Promotion Ltd so as not to receive tailored information by advising IFA Promotion Ltd of that wish.

The information supplied by the full IFA Member will not be sold to others but will be shared with our associated companies, including our sponsors.
13. Any notice required to be given shall be delivered by hand or post by one party to the other at the address specified in writing to the other.
14. This Agreement should be governed by the English Law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.

STANDARD TERMS AND CONDITIONS FOR ADVERTISING SERVICES

These terms and conditions (Conditions) form the basis of all contracts for advertising on www.unbiased.co.uk/find-an-independent-financial-adviser and www.unbiased.co.uk/professional-connections.

1. Definitions

Advertisement – the advertisement or listing type that you select during the Registration Form and which, if accepted by us, will appear on our Website in the form in which you have submitted.

Charges – our applicable charges for providing the Services, which will be as shown on our Websites or as notified to you by means of any promotional or marketing initiatives from time to time

Confirmation of Advertisement – an email which will be sent to the email address you have provided once the Advertisement is accepted.

Confirmation of Payment – an email which will be sent to the email address you have provided which will confirm the amount of your payment, if you have selected one of the Advertisement types for which Charges are payable.

Contract – any contract for the provision of Services formed in accordance with Condition 2.1

FSA – Financial Services Authority

IFA – Independent Financial Adviser

IPRs – Intellectual Property Rights: all copyrights, patents, rights in trade marks, design rights, database rights, rights in know-how, trade secrets, rights in confidential information (whether registered or unregistered), applications for registration, and the right to apply for registration, renewal, extension, division, or reissue for any of these rights, and any other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world

Membership Agreement means the agreement between us and you in relation to your “full membership” of IFA Promotion Limited

Registration Form – where you provide your company and individual details, select the type of Advertisement you require and enter the text to be shown in your Advertisement

Professional Connections Services – the services provided by us for you, subject to payment of the appropriate fee, to (i) advertise your services on the Professional Connections Website referred to below to other subscribers to services provided by us and/or (ii) seek services from other subscribers to services provided by us (“Subscribers”)

Professional Connections Website – the website, provided for the provision of the Professional Connections services

Services – the Advertisement services provided by us to you in relation to “Find an independent financial adviser” under the Contract on our Website and any other partner websites including where the context so requires the Professional Connections, but as qualified as set out in this contract. Such services are provided in two categories: ‘Paid for Services’ where the Services are provided by us to you in return for payment by you to us and are governed by the terms of this Agreement and ‘Free Services’ which are offered by us to you without charge and which are governed by the terms of “full membership” of IFA Promotion Limited under the terms of the membership agreement.

Third Party Data – data we obtain for use under licence from third party organisations to assist in the provision of Services and which may be displayed to Users in association with other material relating to you (for example data used to display location maps)

Us/we/our – IFA Promotion Ltd, a company registered in Scotland under number 114606, whose registered office address is 90 St Vincent Street, Glasgow, G2 5UB and whose business address is 2nd Floor, 117 Farringdon Road, London EC1R 3BX

User – a person who uses our Website to find details of IFAs

Website – www.unbiased.co.uk/find-an-independent-financial-adviser, which is operated by IFA Promotion Ltd

Websites – the Website and the Professional Connections Website

You/your – the person, company or other organisation named in the during the Registration Form, who offers to place an Advertisement.

2. Contract

2.1. The submission of your details during the Registration Form constitutes an order for the provision of Services on these Conditions. No such offer shall be accepted by us unless and until we send you a Confirmation of Advertisement and (where relevant) a Confirmation of Payment, at which time a Contract shall be formed between us. The Contract comprises:

- a these Terms and Conditions
- b the Registration Form

c Confirmation of Advertisement

d Confirmation of Payment

2.2. In the case of conflict between any of the above documents, priority shall be given in the order in which they appear above.

2.3. These documents comprise the whole of the Contract to the exclusion of all other verbal or written representations.

2.4. In entering into the Contract, you warrant that you are acting solely on your own behalf and not on behalf of any other person and that you are entering into this Agreement in the course of your trade, profession or business.

2.5. The Professional Connections Services are available only to those who are receiving the Services (other than Professional Connections Services), who have not served, or been served with, notice in respect of such Services.

3. Commencement and Duration

3.1. The provisions of this Agreement shall come into force on 2 July 2009 being the date one month after notice has been given to you in accordance with Condition 18 of the previous terms, and shall override and replace all previously existing terms from the date such terms as are set out herein come into effect.

3.2. Unless it is terminated earlier in accordance with these Conditions, the Contract will continue for a minimum of 3 months so long as you remain eligible to advertise on our website.

4. Our General Responsibilities

4.1. Subject to these Conditions we shall use reasonable endeavours to provide the Services including the Professional Connections Services and in particular shall:

- a endeavour to make the Website available to Users and the Professional Connections Website available to Subscribers; and
- b display your Advertisement on the Website including the Professional Connections Website.

4.2. You accept that we are not warranting that any business will develop for you via the Services.

5. Your General Responsibilities

5.1. Subject to these Conditions you shall:

- a pay any applicable Charges for the Services;
- b ensure that all content of your Advertisement complies with all applicable advertising standards including (without limitation) our then current advertising guidelines and policies published on our Website, FSA, ASA (Advertising Standards Authority) regulation and other relevant legislation (including data protection), rules and regulations;
- c keep the content of your Advertisement up to date by informing us by telephone call, email, post or via the “amend your details” page on the Website.
- d ensure that you provide a valid and serviceable email address at all times for account management purposes and that you keep this up to date.

5.2. Immediately inform us of any changes to the information provided including the status of your firm or any of the named individuals provided by you particularly in relation to each of the areas of independent financial advice provided by you and recorded on our Website

5.3. You will be entirely responsible for the content of your own website and the Advertisement and you will indemnify and hold us harmless from and against all liabilities, claims, losses, damages, costs and expenses (including without limitation any claim in contract or tort or for any defamation, obscenity or breach of privacy) which may be suffered or incurred by us relating to or arising out of your website and/or the Advertisement or in respect of any breach by you of the terms of this Agreement.

5.4. Notwithstanding the existence of the Contract, we can refuse to publish an Advertisement or any part of it if we reasonably consider that its content infringes any law or any rights of third parties or is likely to subject us to prosecution.

5.5. In relation to the Professional Connections Services you are responsible for ensuring that any services offered on such website comply with the terms of any permission granted by any regulatory body.

5.6. In relation to the Professional Connections Services you will indemnify us in accordance with Condition 5.3 in relation to any claims by any party made against us in relation to any Professional Connections Services offered.

5.7. In relation to the Professional Connections Services sought by you, you confirm that you accept responsibility for any action or inaction by you as a result of any services sought by you through this medium, that you do so at your own risk, and indemnify us and hold us harmless against any such liabilities, claims, losses, costs and expenses howsoever arising, unless arising

- from our fraud or gross negligence.
- 5.8. The provisions of this Agreement, including, for the avoidance of doubt, Conditions 5.5, 5.6 and 5.7, shall apply, with the appropriate alterations, to any Professional Connections Services subscribed to by you and offered by us which are attached to, or provided through, websites promoting the services of other professional advisers.
6. Payment
 - 6.1. You will pay to us the Charges appropriate to the Services as set out on our Websites or as otherwise advised before any renewal.
 - 6.2. Payment will be made by credit/debit card or by direct debit. An invoice in respect of all renewal payments made by you will be made available for you to by email.
 - 6.3. If you elect to pay for the Advertisement by direct debit, the advance notice of the first payment or any alteration to the direct debit will be no less than five working days prior to the date when the first direct debit after the terms of this Agreement comes into effect, such advance notice to be given electronically to the email address supplied to us by you.
 - 6.4. Charges are in pounds sterling exclusive of value added tax which, if applicable, you will pay in addition.
 - 6.5. We reserve the right to increase the price of our Services at any time but this will usually be annually and any price increase will only be applied to your account from your annual renewal date following the increase. You will be notified in writing of any price change prior to your renewal payment.
 - 6.6. Upon the due termination of this Agreement in accordance with Condition 11 below, any payments received from you in respect of any unexpired period after the date when the termination is effective shall be utilised as follows:-
 - a First, in payment of any arrears outstanding from you;
 - b Secondly, at our discretion to set off against any discount previously given to you in relation to any Payment for Services in respect of which such notice of termination has been given by you;
 - c Thirdly in respect of any fees due in respect of Professional Connections Services;
 - d Fourthly, to repay to us the amount of any discount (pro rata for the period to which it would otherwise have applied) which had been given to you under clause 6.7 below and to which you are otherwise not entitled after such termination as causes this clause to operate; and
 - e Finally, refunded, less a handling fee of £20 in respect of any whole unexpired period of three months.
 - 6.7. You will be entitled to a discount for any further Services (including Professional Connections Services described in clause 5.8) subscribed to by you of 50% of the price otherwise payable when you have subscribed for any Service (other than Free Services) provided by us as set out in this Agreement (including Professional Connections Services described in clause 5.8). This discount shall cease to apply when the number of such Services for which you are subscribing at any time falls below two.
 - 6.8. The discount referred to in Condition 6.7 shall cease to apply when the Service to which that discount applies becomes the only Service to which you subscribe, other than a Free Service.
 7. Limitation of Liability
 - 7.1. We will take all commercially reasonable steps to ensure that the Services are provided without interruption but you acknowledge and agree that internet systems and services are not uninterrupted or fault free and we make no representation or warranty in relation to such systems. You further acknowledge and agree that occasional periods of downtime for repair, maintenance and upgrade may be required and therefore uninterrupted provision of the Services cannot be guaranteed.
 - 7.2. You acknowledge and agree that we make no warranty and give no representation of any kind in relation to Third Party Data and we accept no responsibility or liability for inaccuracy in or arising out of Third Party Data.
 - 7.3. Other than in respect of liability which cannot be excluded or limited by law we exclude all liability whatsoever in respect of all claims whether in contract or tort (including negligence) or otherwise arising out of this Agreement or any other collateral contract, for any loss or damage directly or indirectly incurred including without limitation, for any loss or profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity or for any other indirect or consequential loss or damage.
 - 7.4. To the fullest extent permitted by law, we do not accept any liability for:
 - a loss of revenue;
 - b loss of actual or anticipated profits;
 - c loss of business;
 - d loss of reputation;
 - e injury (not caused by our negligence);
 - f distress;
 - g loss of contracts; or
 - h any indirect or consequential loss or damage.
 - 7.5. Nothing in the Contract shall limit or exclude our liability in respect of death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.
 - 7.6. Except as provided in Condition 7.5 and subject to Condition 7.4, our entire liability to you under or in connection with the Contract shall be limited to the amount of the applicable Charges paid by you.
 - 7.7. Neither party to this agreement shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, strikes, insurrection or riots, embargoes, container shortages, inability to obtain supplies, equipment or materials, requirements or regulations of any civil or military authority (an "Event of Force Majeure"). If an Event of Force Majeure continues for more than 45 days, either party shall be entitled to terminate the Contract on written notice to the other without either party having any further liability save for any accrued rights or claims which existed prior to the Event of Force Majeure.
 - 7.8. You accept that we have no responsibility for any information posted by any third party or for any action taken by them as a result of arrangements entered into by you in connection with the Professional Connections Services.
 - 7.9. You accept that you alone are responsible for performing any due diligence or inquiry into any Services offered through the Professional Connections Services by any third party.
 - 7.10. You are responsible for your own compliance in relation to any services you provide pursuant to any reference or arrangement entered into through the Professional Connections Services.
 8. IPRs
 - 8.1. You warrant that you own or are authorised to use (or allow us to use on your behalf) all IPRs in all content of the Advertisement.
 - 8.2. Both parties agree that neither party shall by reason of these Conditions acquire or claim any right title or interest in or to any IPRs of the other.
 - 8.3. You will be responsible for any use which you make of (or licence which you may give to) any IPRs pursuant to any arrangement entered into with any third party through the Professional Connections Services and indemnify us against any claims, losses, costs or expenses arising as a result.
 9. Changes to the Services
 - 9.1. From time to time we may modify our Websites and any of the Services without prior notice, but in doing so we will endeavour not to diminish the value and utility of the Services to any material degree. If in our reasonable opinion we consider that such modification is likely to materially affect the nature or scope of, or the Charges for, the Services or have a serious detrimental effect on your financial position, we will notify you of such modification and you shall have the option to
 - a agree to the modification and continue to receive the Services or
 - b terminate the Services, in which case you will be entitled to a refund of Charges you have already paid to us relating to a period after the date that the Services have been terminated
 - 9.2. From time to time we may amend these Conditions. Unless we are acting because of a legal requirement or a court order, we will notify you in advance of any changes. The changes will apply from the date shown in such notification. If you do not agree with such changes, you will have a period of 7 days from such notification in which to serve not less than 14 days' written notice of termination of the Contract, in which case you will be entitled to a refund of Charges you have already paid to us relating to a period after the date that the Services have been terminated.
 10. Suspension of the Services
 - 10.1. We reserve the right to suspend your Advertisement or the Professional Connections Services at any time and without prior notice if:
 - a you are found not to hold the required authorisations and permissions with the FSA permitting you to transact investment business
 - b you have not returned a satisfactorily completed and signed self declaration form as requested by us from time to time
 - c we, in our sole discretion, reasonably consider your Advertisement (including without limitation a weblink or your linked website) is unlawful, misleading, offensive, prejudicial or inflammatory, is likely to expose us to claims or liability, damage our reputation or cause us embarrassment, infringes our rights or the rights of third parties or does not comply with our then current advertising guidelines and policies, including but not limited to the legal advice categories recorded on our Website
 - d we have reasonable grounds to believe that the rights owner of any IPRs within the Advertisement has withheld, withdrawn or failed to give permission for your use of the same.
 - 10.2. Under such circumstances we shall continue to suspend the Services until the circumstances giving rise to the suspension cease to subsist, or until the Contract is terminated in accordance with Condition 11.
 - 10.3. In the event that your Advertisement is suspended for any of the reasons given in 10.1, no refunds will be given.
 11. Termination

- 11.1. Without prejudice to Condition 10, we may terminate the Services (including for the avoidance of doubt in this Condition 11, the Professional Connections Services), at any time by providing you with not less than fourteen days written notice of such termination, in which case you will be entitled to a refund of that part of any Charges you have already paid to us and which relates to a period after the date that the Services have terminated.
- 11.2. We may terminate the Services with immediate effect by giving written notice to you if you commit a material or persistent breach of any provision of the Contract, or (being a limited company) you cease, or threaten to cease, to carry on business, compound or make any arrangement with your creditors or become insolvent or unable to pay your debts or if any order is made or resolution passed for your liquidation, winding-up or dissolution or if a receiver or manager or administrative receiver or administrator or supervisor is appointed over any of your assets or if anything analogous to or having a substantially similar effect to any such events shall occur, or (being an individual or a partnership) you (or any member of your partnership) die, are convicted of a criminal offence (other than an offence under any road traffic legislation for which a fine or non-custodial penalty is imposed), have a bankruptcy petition presented against you, are adjudged bankrupt or have a receiving order or an administration order made against you or make any composition or arrangement with your creditors or take or suffer any similar action in consequence of debt or if there is a finding falling within Condition 10.1.a above.
- 11.3. Termination of the Contract for any reason shall be without prejudice to any pre-existing rights and/or claims that either party may have against the other and shall not relieve either party from fulfilling its obligations accrued prior to such termination. Conditions 2, 5, 7, 8, 11 and 12 shall survive termination of the Contract.
- 11.4. You may terminate the Services, without prejudice to Condition 9, by providing us with not less than 14 days' written notice of termination, such notice being given in accordance with Condition 12.5, provided that such notice shall only be capable of being given after the expiry of a period of three months from the submission of your details in accordance with paragraph 2.1 and further providing that no payments remain outstanding from you in relation to Services provided under this Agreement. The provisions of Condition 6 shall continue to apply (notwithstanding termination) to any payments due in the period up to and including the actual termination of the Services.
- 11.5. Where Services are made available to you on a free trial basis, you are entitled to terminate those specific Services upon giving notice to us on or before the opt out date applicable to those Services. The opt out date will be stated on your Confirmation of Advertisement. If we do not receive your notice of termination on or before the opt out date then you will be obliged to pay for the minimum subscription period of three months.
- 11.6. Termination in respect of the Services (other than the Professional Connections Services) shall be deemed to be simultaneous notice in respect of the Professional Connections Services unless you have elected to continue to receive the Free Services.
- 11.7. If we elect to discontinue the provision of the Free Services the Professional Connections Services shall then come to an end, and the provisions of Condition 6.6 shall apply upon the date of cessation of the Free Services.
- 11.8. We may terminate this Agreement forthwith if the full membership agreement between IFA Promotion Limited and you has terminated.
12. General
- 12.1. You and we shall each keep all information in respect of the other's business, financial or other affairs confidential at all times and shall not at any time either during or after the expiry or termination of the Contract disclose or use any such information without prior permission except in the legitimate performance of your or our respective obligations under the Contract or if required by statute, any order of a court of competent jurisdiction or an appropriate regulatory authority.
- 12.2. To the extent that we collect any personal data (as defined in the Data Protection Act 1998) relating to you in the course of the Contract, you consent to us holding and processing in any manner and transferring such data for the purposes of carrying out our obligations under the Contract, for the administration and management of our business, for compliance with applicable procedures, laws and regulations and for any other purpose for which you have given your consent.
- 12.3. You shall not assign or otherwise dispose of any or all of your rights and obligations under the Contract without obtaining our prior written consent.
- 12.4. Any communication or notice from us to you shall be in writing and sent by email to the email address you have supplied in the Registration Form or such other email address as you may have notified to us from time to time. Any such notice or communication shall be deemed received 24 hours after the time it was sent. In the unlikely event that delivery by email is not possible, in the case of any notice to be served on you by us, we shall have the option to serve such notice by pre-paid first class post to your usual business address, in which case such notice shall be deemed received 24 hours after the time of posting.
- 12.5. Any communication or notice from you to us shall be in writing and sent to ifacontact@unbiased.co.uk or ifacontact@secure.unbiased.co.uk (or such other email address as we may have notified to you from time to time) by email. Any such notice or communication shall be deemed received 24 hours after the time it was sent. In the unlikely event that delivery by email is not possible, in the case of any notice to be served on us by you, you shall have the option to serve such notice by pre-paid first class post to Unbiased.co.uk, 17 – 19 Emery Road, Brislington, Bristol BS4 5PF, in which case such notice shall be deemed received 24 hours after the time of posting.
- 12.6. Failure or delay of either party to assert its rights or any remedy provided by the Contract or by law shall not constitute a waiver of such rights or remedy. No single or partial exercise of a right or remedy provided by the Contract or by law shall prevent further exercise of the right or remedy or the exercise of another right or remedy.
- 12.7. If any provision of the Contract shall be found to be unenforceable or invalid in whole or part, then such whole or part provision shall be deemed deleted from the Contract and the remainder of the Contract shall continue in full force and effect.
- 12.8. Nothing in the Contract shall be deemed to create between you and us any of the relationships of partnership, agency, employment or joint venture.
- 12.9. Headings within these Conditions are for convenience only and shall have no effect on the interpretation of the document.
- 12.10. You acknowledge that while information provided by us relating to the Services (including for the avoidance of doubt, the Professional Connections Services) has been provided in good faith, you are entering into the Contract on the basis of your own enquiries and you acknowledge that you have not relied on, and shall have no right or remedy in respect of, any representation, statement, assurance or warranty as to the development of your business via the Services or otherwise (other than for breach of contract).
- 12.11. A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 12.12. The Contract constitutes the entire agreement and supersedes all prior agreements and understandings between you and us in relation to its subject matter.
- 12.13. You consent to us disclosing to third parties any address at which you conduct business and which is known to us, whether or not the same is displayed in Advertisements for the purposes of our provision of the Services and compliance with legal obligations.
- 12.14. The Contract shall be subject to the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts in relation to the Contract, its interpretation and its subject matter.
- 12.15. You will advise us immediately in writing upon the occurrence of an event falling within Condition 10.1.a above.