



## CLIENT TERMS OF BUSINESS

### ***Section 1: Our Service***

We are Aspire Business Management Ltd, registered in Scotland. Our Registration Number is SC464997. Our Registered Office is at The APL Centre, First Ave, Stevenston, North Ayrshire, Scotland, KA20 3LR.

Aspire Business Management Ltd provides a service for mis-sold Pension and Investment products which includes Cash, Sipp and state earnings related pension schemes(SERPS). We examine the advice and service previously provided by your Financial Adviser to determine whether you were given correct advice.

On receipt of your completed and signed Pre-contract and Fact Find document, we carry out an initial assessment in order to establish if a basis for a Claim exists. We also assess whether it is in your best interests to contact the Financial Ombudsman Service (FOS) or Financial Services Compensation Scheme (FSCS) either directly or through a Solicitor. We record our assessment decision and issue you with a written copy.

If instructed to pursue your Claim, you will be asked to review and sign the Claims Document and complete a Letter of Authority. This allows us to contact your Financial Adviser, previous or new Pension Provider and Investment Provider on your behalf. We may also contact your new employer's Pension Scheme to establish whether a transfer to this Scheme may be carried out.

There is a cooling off period of 14 days from signing the Terms and Conditions which allows you to cancel the Agreement at no cost.

On expiration of the cooling off period, a full assessment of your Claim is carried out. You are asked to provide any Pension Transfer or Investment documentation. Your signed Letter of Authority is used to contact your Financial Adviser and Pension and Investment Providers for relevant documentation.

You are provided with a written copy of our findings.

If it is determined that wrong advice was received, a Letter of Claim will be sent to your Financial Adviser.

Should your Claim be rejected by your Financial Adviser, we may advise that your Claim be submitted to the Financial Ombudsman Service.

Should your Financial Adviser no longer exist we would advise submission of your claim to the Financial Services Compensation Scheme or to your Financial Adviser's professional indemnity insurer.

You are kept informed of the progress of the Claim.

If an offer of compensation is made, this is assessed against relevant industry guidelines, including guidelines published by the Financial Conduct Authority (FCA), and the Financial Ombudsman. We subsequently offer our recommendation. An Invoice is issued based on the Success Fee which is outlined in Section 3 of the Terms and Conditions.

## ***Section 2: Your Obligations***

The signed Form of Authority appoints us as your agent to liaise and share data with relevant parties.

The information that you provide must be truthful and accurate.

Forward promptly any relevant correspondence such as letters, documents etc to us. We rely on this information to carry out our Assessment of your Claim.

Compensation is paid directly to the Client after the deduction of our fees.

Your personal data is processed in compliance with the Data Protection Act 1998.

## ***Section 3: Our Fees***

Should we be unsuccessful in securing an Offer of Compensation, there is no Fee.

On receipt of a successful Offer of Compensation, it is reviewed and benchmarked against industry guidelines. A recommendation is made to either accept or reject the offer.

Recommendation to Reject:

In the event that you agree with our Recommendation to Reject, we will endeavour to re-negotiate an alternative Offer of Compensation. Should this be accepted, this is subject to our Success Fee.

In the event that you disagree with our Recommendation to Reject and the Offer of Compensation is accepted, this is subject to our Success Fee.

Recommendation to Accept:

In the event that you agree with our Recommendation to Accept, this is subject to our Success Fee.

In the event that you disagree with our Recommendation to Accept which must be reasonable and in line with the FOS and FSCS guidelines, and the Offer of Compensation is rejected, this is subject to our Success Fee.

Our Success Fee is levied up to 20%.

Compensation is defined as any financial benefit to our Clients received as a direct result of our Services whether this is attributed to your Pension Fund or as a Cash Payment.

### **Illustration 1**

Offer of Compensation received is £2,000.

Recommendation to Reject

In the event that you disagree with our Recommendation to Reject and the Offer of Compensation for £2,000 is accepted, this is subject to our Success Fee of £400 with a balance payable to you of £1,600.

### **Illustration 2**

Offer of Contribution to your Pension Scheme of £10,000.

Recommendation to Accept.

In the event that you agree with our Recommendation to Accept the Offer of Contribution to your Pension Scheme or Investment, this is subject to our Success Fee of £2,000. You receive a Contribution to your Pension Scheme or Investment of £10,000.

### **Illustration 3**

Offer of Compensation received is £50,000.

Recommendation to Accept which is reasonable and in line with the FOS and FSCS guidelines.

In the event that you disagree with our Recommendation to Accept and the Offer of Compensation for £50,000 is rejected, this is subject to our Success Fee of £10,000 with no monies payable to you.

#### **Section 4: Cancellation**

In the event that a decision is made not to proceed with our Services, the Agreement may be cancelled by telephone, by completion of our Cancellation Form, by Email or by Letter.

In the event of cancellation within the 14 day cooling off period, no Fee is incurred.

In the event of cancellation outside the 14 day cooling off period, Fees will be levied based upon the work undertaken at the point of cancellation:

Data Subject Access Request (DSAR) Fee:	£10 per DSAR
Standard Complaint Pack Costs:	£5
Hourly Rate:	£60

Illustration:

One DSAR:	£10 (Not payable if client has paid this)
Pack Costs	£5
2 hours spent on Case	£120
<b>TOTAL CANCELLATION COSTS</b>	<b>£125 or £135</b>

#### **Section 5: Complaints**

The aim of Aspire Business Management Ltd is to provide Clients with the highest standard of service. We encourage our clients to contact the Company immediately should there be any concerns. We always endeavour to resolve any issues. Further information is contained in our Complaints Procedure Document.

Your complaint is acknowledged in writing within 2 working days and we will endeavour to deliver a full response within 4 weeks. If this is not possible, you will be sent a Holding Response and a Final Response issued within 8 weeks of your initial complaint.

#### **Section 6: Other important information**

Your rights entitle you to seek further advice in relation to your Claim. You have the right to shop around for advice including the free services provided by the Financial Ombudsman Service.

Agreements made are between Aspire Business Management Ltd and their Clients. The provisions of the Contracts (Right of Third Parties) Act 1999 are excluded from this Agreement.

The Agreement made between Aspire Business Management Ltd and their Clients excludes Clients from assigning this Agreement to any other person.

Should the pursuit of a Claim be unsuccessful, you may seek Compensation through Civil Court. However, our service does not provide assistance in this area.

## ***Section 7: Your Consent***

We would advise that you read our Terms of Business Sections 1-6 carefully before signing.

I confirm that I have read and understood the above Terms of Business and wish to proceed with immediate effect.

Client Name (s):

Signature:

Date of Issue:

Date Signed: