



## Special Conditions – Provision of Automatic Enrolment Solutions: *Easy +*

Supplier: Lucas Fettes & Partners (Financial Services) Limited  
(Easy as AE is a registered trademark of Lucas Fettes & Partners (Financial Services) Limited)

Effective date: 10/11/2015

### 1. Purpose of Contract

- 1.1 These Special Conditions should be read with the Core Conditions and, together comprise the Contract between the Parties governing the provision by Lucas Fettes & Partners (Financial Services) Limited of services to the Client.

### 2. Defined Terms

- 2.1 Except as expressly stated here, all definitions are to be found in the Core Conditions.

### 3. Agreed Services

#### 3.1 Discovery

- 3.1.1 Completion of discovery document – by telephone discussion:
  - provide an overview of automatic enrolment and your duties as an employer
  - identify objectives and any constraints
  - identify your workplace pension requirements
  - provide guidance on contribution options, worker categories and postponement
  - discuss the compliance aspect including review of payroll functionality.

#### 3.2 Report

- 3.2.1 Personalised automatic enrolment planning report to include:
  - an assessment of your workforce
  - our recommendations for a workplace pension scheme
  - our recommendations for a compliance solution
  - an overview of your duties and how to meet these
  - a project plan to assist you in implementing the steps required to meet your new legal duties.

### 3.3 Review and Recommendation

#### 3.3.1 Independent market review of pension suppliers, report and selection to:

1. Match you with workplace pension providers that have schemes suitable for you.
2. Recommend which scheme best meets your requirements by considering a range criteria and your organisation's particular circumstances.

### 3.4 Set Up

#### 3.4.1 Pension scheme set up with recommended supplier (as selected through independent market review).

#### 3.4.2 Actuarial certificate to evidence your choice of pension supplier with your stakeholders.

### 3.5 Support

#### 3.5.1 Access to technical support via telephone and email helpdesk in relation to the above services.

### 3.6 Ongoing Servicing

#### 3.6.1 Once you are a customer of Easy as AE, you'll be offered the option to receive ongoing servicing (£ – by agreement).

## 4. Remuneration

### 4.1 Summary of Agreed Services and Remuneration

#### 4.1.1 Lucas Fettes & Partners (Financial Services) Limited will be remunerated as set out in the table below:

	Flat Rate Fee
Discovery, Report, Review and Recommendation, Set Up and Support	Total: £1,499 + VAT Installment 1 @ £749.50 due upfront Installment 2 @ £749.50 due on completion of agreed services

The above costs do not include any one-off or ongoing charges from pensions providers. Charges will vary and are payable direct to the provider.

## 5. Other / Additional Services

### 5.1 Any charge for additional services or for the provision of ongoing services will be agreed in advance between Lucas Fettes & Partners (Financial Services) Limited and the Client and, where applicable, a revised Special Conditions document will be issued.



## Core Conditions of Business

Supplier: Lucas Fettes & Partners (Financial Services) Limited  
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### Our Firm

Easy as AE is a registered trademark of Lucas Fettes & Partners (Financial Services) Limited, independent financial advisers authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Register number is 146279. Our permitted business is investments, pensions, mortgages and insurance. You can check this on the FCA's Register by visiting the FCA's website: [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0845 606 1234.

### Our Dealings With You

Our Core Conditions of Business apply to the provision to you of advice or services by Lucas Fettes & Partners (Financial Services) Limited.

For advising on and arranging investments we will deal with you as a Retail Customer under Financial Conduct Authority rules unless we notify you and you agree to the contrary.

For advising on and arranging insurance contracts, all businesses will be dealt with as commercial customers under Financial Conduct Authority rules.

In order to provide you with services and advice we will require certain information from you concerning your organisation's requirements and objectives. We would urge you to provide us with as much of this information as you are able, as without this we cannot guarantee the suitability of our advice. Where we provide advice we will confirm this to you in writing.

## Section A: General and Administrative Provisions

1. **Defined Terms:** All words and terms used in these Core Conditions as defined terms (i.e. used with an initial capital letter, irrespective of normal punctuation and usage conventions) will have the definitions given to them in the Definitions.
2. **Supremacy of Contract Conditions over Other Conditions:** Except to the extent that a Lucas Fettes & Partners (Financial Services) Limited Representative expressly agrees otherwise in writing, these Core Conditions, together with any relevant and applicable Special Conditions, will apply to any and all dealings between Lucas Fettes & Partners (Financial Services) Limited and the Client and any and all Client or Third Party standard or general or other terms and conditions, whether advised to Lucas Fettes & Partners (Financial Services) Limited or not, shall have no effect on, or in relation to, Lucas Fettes & Partners (Financial Services) Limited.



Easy as AE is a registered trademark of Lucas Fettes & Partners (Financial Services) Limited, independent and restricted financial advisers authorised and regulated by the Financial Conduct Authority.



3. **Special Conditions:** Special Conditions, which are expressly made part of a particular Contract, will take precedence over these Core Conditions in respect of that Contract.
4. **Instructions:** All verbal instructions must be confirmed in writing as quickly as reasonably possible and Lucas Fettes & Partners (Financial Services) Limited, at its sole discretion, may decline to, and need not, act (in whole or part) on a verbal instruction. If Lucas Fettes & Partners (Financial Services) Limited does act on a verbal instruction, then, in the absence of fraud, Lucas Fettes & Partners (Financial Services) Limited interpretation of such instruction shall be indisputable.
5. **Notices:** Any notice to be served by one Party on another under, or in connection with, any Contract shall be validly and sufficiently served if it is: properly addressed to the last known Address of the intended recipient; and, deposited there by hand or posted by pre-paid, first class post (or its equivalent or better), or sent by fax or e-mail.
6. **Conflicts of Interest:** If and when either Party becomes aware of an actual or potential conflict of interest affecting either Party in relation to: the other; any Services; or any Scheme, that Party will notify the other. On receipt of any such notice, the Parties shall confer and use reasonable efforts to agree a mutually acceptable resolution.
7. **Ownership of Documents & Access to Information:** Except as otherwise expressly provided in the Contract, all Documents shall be owned, held and dealt with as follows:
  - 7.1 All Documents created by or for, or coming into the possession of Lucas Fettes & Partners (Financial Services) Limited under or in connection with a Contract shall be owned and controlled by Lucas Fettes & Partners (Financial Services) Limited at its sole discretion.
  - 7.2 Without prejudice to the foregoing, Lucas Fettes & Partners (Financial Services) Limited shall be entitled to retain, for its legal and compliance purposes, one copy of each and every Document, which comes into its possession under, or in connection with, a Contract.
8. **Client Liaison:** Lucas Fettes & Partners (Financial Services) Limited will act solely on instructions from an Appropriate Person. The Client will use reasonable efforts to ensure that an Appropriate Person is available at all times during normal working hours (09.00 to 17.00).
9. **Amendments:** Lucas Fettes & Partners (Financial Services) Limited may vary or amend these Core Conditions on giving at least 14 day's notice thereof to the Client. If a failure to amend these Core Conditions would, or reasonably might, put Lucas Fettes & Partners (Financial Services) Limited into breach of any applicable law or regulation having the force of law, then Lucas Fettes & Partners (Financial Services) Limited shall be free to make the necessary amendment without prior, or on short, notice to the Client and each and every such amendment shall have immediate effect. Any purported amendment, by the Client, to these Core Conditions shall be effective only if and when such amendment is approved, in writing by Lucas Fettes & Partners (Financial Services) Limited.

## 10. Complaints:

10.1 If the Client wishes to register a complaint they 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. The Client may also request a copy of our complaints handling procedure by contacting us at this address. If the Client remains dissatisfied following our response to their complaint, they may refer it free of charge to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Further details are available on their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Certain individuals, businesses, charities or trustees may not be eligible to have a complaint dealt with by the Financial Ombudsman Service. If the Client is unsure, we will be able to advise.

## 11. The Financial Services Compensation Scheme

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

12. **Delegation by Lucas Fettes & Partners (Financial Services) Limited:** Lucas Fettes & Partners (Financial Services) Limited may delegate or sub-contract, in whole or part, to a Third Party, Lucas Fettes & Partners (Financial Services) Limited performance of any Contract. However:

12.1 Lucas Fettes & Partners (Financial Services) Limited actual or potential liability to the Client shall not be delegated or sub-contracted; and,

12.2 Lucas Fettes & Partners (Financial Services) Limited shall give notice to the Client of any such delegation or sub-contracting; and,

12.3 Any such Third Party shall be fully and properly authorised as required in relation to the delegated parts of the Contract.

13. **Termination by Notice:** The whole Lucas Fettes & Partners (Financial Services) Limited / Client relationship may be by notice of three months unless agreed otherwise and set out in the Special Conditions. Unless otherwise agreed, or unless the circumstances dictate otherwise, any termination notice will not affect the completion of any then-current, part-complete Transaction. A termination notice is without prejudice to any pre-existing claims or rights of action.

14. **Termination by Default:** Either Party may terminate any Contract with immediate effect by giving written notice to the other Party if the other Party:
- 14.1 Commits a breach of any term of such Contract and:
  - 14.2 (Such breach being remediable) fails to commence the remediation of such breach within the five (5) days after being notified in writing of such breach; or,
  - 14.3 (Such breach being not remediable) fails, within a reasonable time (not to exceed 45 days) after being notified in writing of such breach to provide adequate compensation for the Loss resulting from such breach;
  - 14.4 Suspends, or threatens to suspend, payment of its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or,
  - 14.5 Enters any composition or arrangement with its creditors generally; or,
  - 14.6 Has an order made or resolution passed, or a notice issued convening a meeting for the purpose of passing a resolution; or,
  - 14.7 Any analogous proceedings are taken for the winding-up, administration, or dissolution of the other party; or,
  - 14.8 Any liquidator, receiver, administrative receiver, administrator or similar officer is appointed over, or in respect of, the other Party or any part of its business or assets; or,
  - 14.9 A creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or,
  - 14.10 Suspends or ceases, or threatens to suspend or cease to carry on all or a substantial part of its business.
15. **Termination of a Contract:** Upon termination of a Contract and subject always to Clause 8 and applicable law, Lucas Fettes & Partners (Financial Services) Limited shall:
- 15.1 Complete, as soon as is practicable, any action already initiated by Lucas Fettes & Partners (Financial Services) Limited as part of the Services prior to termination, and such steps as may be necessary to facilitate an orderly handover of the administration of the Scheme to the Trustees or to another nominated administrator, unless the Client confirms otherwise.
  - 15.2 Lucas Fettes & Partners (Financial Services) Limited shall be entitled to receive from the Client all fees, costs, and expenses necessarily accrued or incurred under, or in connection with, a contract up to the date of termination, and any additional expenses and costs necessarily incurred by Lucas Fettes & Partners (Financial Services) Limited as a result of termination of a Contract.

- 15.3 Following termination of a Contract and subject to payment by the Client of a fair and reasonable charge, Lucas Fettes & Partners (Financial Services) Limited shall provide reasonable support and answer reasonable queries relating to the Services or the Contract from the Client or any properly authorised successor consultant or administrator.
- 15.4 If the Client requires Lucas Fettes & Partners (Financial Services) Limited to provide any other services after termination these shall be subject to a separate Contract.

## 16. Money Laundering and the Proceeds of Crime Act

- 16.1 Lucas Fettes & Partners (Financial Services) Limited is obliged to obtain evidence of the Client's identity together with that of any individuals holding significant managerial control and/or financial interest in the body corporate at the start of the business relationship.
- 16.2 In the absence of such evidence, Lucas Fettes & Partners (Financial Services) Limited may be unable to act for the Client and might at its sole discretion, decline to so act.
- 16.3 In accordance with Lucas Fettes & Partners (Financial Services) Limited obligations under the Proceeds of Crime Act 2002 and other anti-money laundering legislation, where knowledge or suspicion of money laundering arises, Lucas Fettes & Partners (Financial Services) Limited may pass certain information known to, or suspected by, it to the appropriate authorities. This may result in a delay to a transaction and/or a decision that Lucas Fettes & Partners (Financial Services) Limited will cease acting for the Client.

## Section B: Scope of Services, Performance and Quality Standards

17. **Scope of Services:** The scope and extent of the Services shall be as set out in the applicable Special Conditions or otherwise agreed with the client (as varied, from time-to-time and at any time, according to the Contract).
18. **Quality of Performance:** Unless otherwise expressly agreed by Lucas Fettes & Partners (Financial Services) Limited in the Special Conditions, Lucas Fettes & Partners (Financial Services) Limited shall be required to perform all Contracts to the standard, which is to be expected, reasonably, from a reasonable supplier of similar services in similar circumstances.
19. **Data Protection Standards:** Lucas Fettes & Partners (Financial Services) Limited is acting as a "data controller" (as defined in the Act) in relation to its handling of your data.
- 19.1 To the extent that Lucas Fettes & Partners (Financial Services) Limited retains or processes Data, it will act in accordance with the following:
- 19.1.1 Comply with the requirements of the Data Protection Act 1998 ("Act") and other data protection legislation in force from time to time in the UK.

- 19.1.2 Ensure that it has and maintains adequate safeguards for the security of the Data, including (without limiting the generality of the foregoing) appropriate technical and organisational security measures to prevent:
  - 19.1.3 Unlawful processing of the Data or processing of the Data which is not authorised by or necessary for the purposes of carrying out Lucas Fettes & Partners (Financial Services) Limited obligations under a Contract;
  - 19.1.4 Accidental loss, or destruction of, or damage to the Data.
- 19.2 Take reasonable steps to ensure the reliability of its staff that have access to the Data.
- 19.3 Act only on instructions from, or with the authority of the Client in relation to the processing of the Data.
- 19.4 All documentation and information supplied by one Party to the other under, or in connection with, a Contract are for use only in connection with the provision of relevant services.
- 19.5 Without the express, written consent of the other Party, a Party will not:
- 19.5.1 Copy, adapt, or disclose to any Third Party (with the exception of disclosure for proper purposes to its management team and professional advisers including solicitors, actuaries, auditors, and accountants) any documentation or information; or,
  - 19.5.2 Disclose to any Third Party, any information concerning the business methods of the other Party, or of any employer participating (or which has participated) in a Scheme.
- 19.6 Product Providers, Lenders 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 that do not always have the same standard of Data Protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act even when your personal information is processed outside of Europe.
20. **Client Obligations:** Failure to disclose, or misrepresentation of, material facts entitles insurers to decline claims and may lead to the Client's policy being completely invalidated. Therefore, the Client is obliged to:
- 20.1 When instructing Lucas Fettes & Partners (Financial Services) Limited to place or renew insurances on the Client's behalf, disclose any and all facts known to the Client (or which ought to be so known), which will or reasonably might influence an insurer's decision whether or not to accept the risk and on what terms and at what premium to accept the risk.



- 20.2 Disclose any and all material facts arising whilst the Client's insurances are in force, whenever the Client wishes to renew a policy or to effect any mid-term changes to a policy. If the Client is in any doubt as to whether any facts might be material, advice should be sought from Lucas Fettes & Partners (Financial Services) Limited. However, Lucas Fettes & Partners (Financial Services) Limited shall not be responsible for any failure by the Client to disclose, in whole or part any fact, which is taken to be material in respect of any insurance policy.
- 20.3 Take and have exclusive responsibility for all answers or statements given on a proposal form, claim form or other document relevant to the Client's insurances and check and verify the accuracy of the information provided to Lucas Fettes & Partners (Financial Services) Limited and/or insurers.
- 20.4 Ensure that it pays any and all premiums on time; or, facilitates the payment, by Lucas Fettes & Partners (Financial Services) Limited of any and all such premiums, as the case may be.
- 20.5 When instructing Lucas Fettes & Partners (Financial Services) Limited to place or to renew insurances on behalf of the Client, advise Lucas Fettes & Partners (Financial Services) Limited if the statement of 'demands and needs', which Lucas Fettes & Partners (Financial Services) Limited will provide before, or shortly after, the insurance contract is concluded, is incorrect or if there has been any change to statements of demands and needs given in respect of prior insurances.
- 20.6 Review any policy or other confirmation of cover Lucas Fettes & Partners (Financial Services) Limited sends to the Client and advise Lucas Fettes & Partners (Financial Services) Limited immediately if it does not reflect the Client's demands and needs. This includes an obligation on the Client to review the insurers with whom the insurances have been placed and advise Lucas Fettes & Partners (Financial Services) Limited immediately of any objections to them participating in the Client's insurances.

## 21. Claims

- 21.1 It is essential that claims, or circumstances which could give rise to a claim, are notified immediately. Such notifications should include all material facts regarding the claim and the policy wordings will describe in detail the procedure and conditions attaching to the making of a claim.

## 22. Lucas Fettes & Partners (Financial Services) Limited Warranties:

- 22.1 Lucas Fettes & Partners (Financial Services) Limited is authorised and regulated by the Financial Conduct Authority to provide the Services and that Lucas Fettes & Partners (Financial Services) Limited will notify the Client immediately in writing if during the term of the Contract this Authorisation is withdrawn or threatened to be withdrawn.

22.2 Lucas Fettes & Partners (Financial Services) Limited has taken reasonable steps to confirm that any Third Party to which Lucas Fettes & Partners (Financial Services) Limited may delegate any activity under this contract is suitable and competent and, if applicable, Lucas Fettes & Partners (Financial Services) Limited is authorised to so delegate under the Financial Services Act.

23. **Client Warranties: The Client warrants that:**

23.1 The Client has full power to appoint Lucas Fettes & Partners (Financial Services) Limited pursuant to the Contract.

23.2 The Client will advise Lucas Fettes & Partners (Financial Services) Limited of any change in the names of the Appropriate Person(s) or of any material changes in reporting structure within the Client's organisation.

23.3 The Client will, promptly and within any time limit reasonably set, provide any and all available information properly required by any competent authority, or Lucas Fettes & Partners (Financial Services) Limited, in respect of a Contract, a Scheme or any Transaction.

## Section C: Payment Terms

24. Lucas Fettes & Partners (Financial Services) Limited shall be paid in accordance with the Special Conditions or other agreement.

24.1 Lucas Fettes & Partners (Financial Services) Limited may receive, and keep as its own, any and all Commission in addition to or in lieu of any agreed fees in accordance with the Special Conditions or as otherwise agreed. This condition extends to any commissions generated through the payment of additional single premiums, increasing regular premiums or transfer of existing pension benefits into the company pension arrangement on behalf of an individual member in respect of a pension scheme arranged before 01 January 2013.

24.2 Where it is agreed payment for services is to be made by way of Commissions, Adviser Charges or Consultancy Charges generated from products established in connection with our advice, should those Commissions, Adviser Charges or Consultancy Charges no longer be payable for whatever reason, or should it be clawed back as a consequence of any product being cancelled or transferred by the client or contributions ceasing or otherwise, Lucas Fettes & Partners (Financial Services) Limited reserves the right to charge the client a fee equal to:

- the total sum of any Commissions, Adviser Charges or Consultancy Charges outstanding at the time of cessation ; or
- the total sum of any Commission, Adviser Charges or Consultancy Charges clawed back

24.3 If VAT is applicable to any amount charged to the Client under or in connection with any Contract, then the same shall be paid by the Client in addition to the base amount.

- 24.4 Payment shall be made to Lucas Fettes & Partners (Financial Services) Limited within 30 days after the date of the invoice.
- 24.5 Lucas Fettes & Partners (Financial Services) Limited shall be entitled to interest at 2% above the RBS base rate from time-to-time published (or such reasonable alternative base rate as Lucas Fettes & Partners (Financial Services) Limited ) on late payments.

## Section D: Limitations of Liability

25. Lucas Fettes & Partners (Financial Services) Limited shall not be Liable for any Loss arising from, or in connection, directly or indirectly, with, any act or omission by any Third Party (other than Lucas Fettes & Partners (Financial Services) Limited sub-contractors excluding product, insurance or investment providers) whether before or after the date of the Contract.
26. Lucas Fettes & Partners (Financial Services) Limited liability to you for any loss or damage suffered will be determined in accordance with English Law and will be limited to that proportion of loss and damage which is just and equitable having regard to the extent of the clients own responsibility for the loss and damage and that of any other party who may also be liable to you in respect of it.
27. Our Aggregate Liability to you will in any event be limited to such sum as is specified in an Agreement or Engagement Letter with you or if no such sum is specified, 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.
28. 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.

## Section E: Definitions, Interpretations & Construction

29. In any and all Contracts and other formal documents issued by Lucas Fettes & Partners (Financial Services) Limited , absent express words to the contrary, the following terms shall have the following meanings:
- 29.1 Address – The address of a particular Party as from time-to-time notified by that Party to the other Party pursuant to these Core Conditions.
- 29.2 Adviser Charge – In relation to pensions and investments, a form of agreed charge payable by or on behalf of a retail client to LFPS for the provision of advice and/or implementation services.
- 29.3 Appropriate Person(s) – The contact person or persons notified by the Client to Lucas Fettes & Partners (Financial Services) Limited from time to time.

- 29.4 Authorised – Fully and properly authorised, to the extent necessary and required, under any and all applicable legislation including the Financial Services and Markets Act 2000. (Details of any and all Lucas Fettes & Partners (Financial Services) Limited Authorisations can be confirmed or checked through the Financial Conduct Authority website, or by contacting the FCA directly).
- 29.5 Bank – Nat West plc or such other bank or financial institution from time-to-time selected by Lucas Fettes & Partners (Financial Services) Limited as its bankers for the purposes of the Contract.
- 29.6 Business Day – A day when the Bank of England is open for business, in London in the normal course.
- 29.7 Client – The corporate entity(ies) to whom Lucas Fettes & Partners (Financial Services) Limited is providing consultancy services under these terms of contract.
- 29.8 Commission – payments, other than a Consultancy Charge or Adviser Charge, received or to be received by Lucas Fettes & Partners (Financial Services) Limited from Third Parties in connection with transactions and activities which are connected to any Transaction.
- 29.9 Consultancy Charge – a form of agreed charge payable by or on behalf of an employer or employee to LFPS for the provision of advice and/or implementation services to the employer or employee in connection with the employers pension arrangements.
- 29.10 Contract – A legally binding agreement the terms of which are set out in these Core Terms, the relevant and any specific Special Conditions and any other document expressly agreed between the Parties as forming an operative and binding part of their agreement.
- 29.11 Core Conditions – These definitions as from time-to-time up-dated, amended, or varied
- 29.12 Data – any and all data and information which falls within the scope of the Data Protection Act and whether or not it is held in Documents, which is about or relates to, members of, or any other person who may be entitled to receive benefits under, a Scheme.
- 29.13 Definitions – These definitions as from time-to-time up-dated, amended or varied.
- 29.14 Documents – any and all letters, documents, reports, forms, files and other records, in whatever form or style, and of every kind and type.
- 29.15 Financial Ombudsman Service – The scheme provided by the Financial Services and Markets Act 2000 under which certain disputes may be resolved quickly and with minimal formality by an “independent person” as defined in such Act.
- 29.16 Retail Insurance Customer – any natural person acting for purposes outside their trade, business or profession.

- 29.16.1 Commercial Insurance customer – anyone who is not a Retail Insurance Customer.
- 29.16.2 Retail Investment Customer – Anyone who is not a Professional Investment Customer.
- 29.16.3 Professional Investment Customer – Any entity required to be authorised or regulated to operate in the financial markets or regarded as a large corporate undertaking as defined by the Financial Conduct Authority Conduct of Business sourcebook as amended from time-to-time and at any time in force and effect.
- 29.17 Liability – unless otherwise stated, includes any and all liability, whether in contract, tort (including negligence), breach of statutory or other duty or otherwise and Liable shall be construed accordingly.
- 29.18 Loss – any and all damage, loss, cost, expense, charge or fee howsoever arising, suffered or incurred.
- 29.19 Parties – Collectively, all the parties to the Contract.
- 29.20 Party – A person stated to be a party to the Contract.
- 29.21 Lucas Fettes & Partners (Financial Services) Limited – As the context requires, either Lucas Fettes & Partners (Financial Services) Ltd and their respective officers, directors and employees from time-to-time and at any time.
- 29.22 Lucas Fettes & Partners (Financial Services) Limited Representative – The person(s) appointed as Lucas Fettes & Partners (Financial Services) Limited official and authorised representatives in connection with the Contract.
- 29.23 Scheme – a pension or investment scheme managed (whether or not created) by Lucas Fettes & Partners (Financial Services) Limited under a Contract.
- 29.24 Scheme Records – Any and all Documents (save in respect of any material contained in such Documents which compromise or disclose Lucas Fettes & Partners (Financial Services) Limited proprietary procedures and protocols), which relate or refer specifically to a Scheme.
- 29.25 Special Conditions – The special conditions as agreed between the Parties, which expressly form part of their Contract.
- 29.26 Services – The services and activities to be performed by or for or through Lucas Fettes & Partners (Financial Services) Limited under or in connection with a Contract.
- 29.27 Third Party – a person other than a Party.
- 29.28 Transaction – a particular transaction, or series of related transactions, conducted under or pursuant to a Contract.

30. **General Interpretation – In any and all Contracts:**
- 30.1 Terms used in the singular shall include the equivalent terms used in the plural and vice versa; and,
  - 30.2 Headings are for ease of reference only and shall not have any effect on the construction or interpretation of a Contract or any part of it.
  - 30.3 The term “including” shall be read as being “including, but not limited to” and the term “includes” shall be construed accordingly.
31. **Severability:** Each of the provisions of this Agreement are severable and distinct and to the extent that any particular provision is agreed or held to be invalid, unenforceable or void, all the remaining provisions shall remain in full force and effect.
32. **Rights of Third Parties:** Save as expressly provided in Clause 13 of this Agreement in relation to Lucas Fettes & Partners, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person, other than the Client and Lucas Fettes & Partners, shall have any rights under it or any right under that Act to enforce it or any of its terms
33. **Governing Law:** These terms shall be governed by and construed in accordance with the laws of England & Wales, and any dispute arising hereunder between the parties shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

10 November 2015