

# FIM Services Limited

## Terms of Business Agreement for Retail Clients (Execution Only Basis)

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1. This agreement is made between FIM Services Limited (FIM) and you the Retail Client (Client) and will become effective and remain effective after receipt by FIM of a signed copy of this Agreement, unless superseded by a new agreement.
2. FIM is authorised and regulated by the Financial Conduct Authority (FCA), 25 The North Colonnade, London E14 5HS. FIM's correspondence address is at Glebe Barn, Great Barrington, Burford, Oxon, OX18 4US. FIM's registered office is at 5 New Street Square, London, England, EC4A 3TW.
3. FIM will from time to time arrange and effect collective investments in the form of trusts, partnerships or companies in a number of areas, including forestry and renewable energy. FIM does not provide investment, tax or other advice in relation to the sale or purchase of units in such unregulated collective investment schemes.
4. The Client and FIM can communicate together in writing, by email, or orally. Communications will be in English and all documents and information from FIM will be in English.
5. FIM will act as Operator of Unregulated Collective Investment Schemes in which you as a Retail Client will be entitled to invest subject to you being exempt from the marketing restrictions imposed under the Financial Services and Markets Act 2000.
6. The Client should be aware that for many of the investments which FIM promote, no established market will exist and proper information for determining the value of the investment at any time may not be available. In some instances, investments may be long-term and not readily saleable or saleable at all.
7. The Client must give instructions in writing to FIM to undertake particular transactions on the Client's behalf by completing the appropriate form supplied by FIM. Instructions will be effective when received by FIM and FIM will acknowledge instructions as received.
8. FIM does not own any of the products or investments which it may present to the Client. FIM undertakes not to transact for the Client any business in which it or its Directors have a personal interest, unless this interest has previously been disclosed in writing to the Client.
9. Fees shall be payable to FIM in the event that the Client instructs FIM to undertake a transaction on his behalf. In such circumstances the fees which will be payable and the method of payment will be clearly stated in the documentation sent to the Client by FIM relating to the product or investment in question. There are no other fees.
10. FIM will not send Contract Notes to the Client in respect of transactions undertaken on the Client's behalf. Documents of title for any product or investment acquired by the Client will be registered in the name of the Client and will be forwarded to the Client as soon as possible after completion of a transaction.
11. FIM IS NOT AUTHORISED TO HOLD CLIENT MONEY. All sums are paid directly into a bank account either owned by the relevant Unregulated Collective Investment Scheme or directly on acquisition to the vendor thereof as appropriate.
12. FIM does not enter into soft commission agreements.
13. FIM will for a fee from time to time arrange deals between vendors and purchasers for units in investments promoted and/or operated by them.
14. Conflicts of interest may arise where more than one investor in an unregulated collective investment scheme operated by FIM instructs FIM to source buyers for the investors' interests in that unregulated collective investment scheme or where more than one investor wishes to purchase other investors' interests in that unregulated collective investment scheme. FIM manages any such conflicts to ensure fair treatment of Clients. You can request further details of FIM's Conflict of Interest Policy at any time.
15. FIM keeps records of all business transacted for five years. FIM processes Client personal data as a controller (and not a processor) in accordance with FIM's privacy statement which can be found at [www.fimltd.co.uk](http://www.fimltd.co.uk). Clients' records are treated as confidential and are available for inspection by the Client.
16. FIM maintains appropriate professional indemnity insurance to protect Clients' interests.
17. The Client agrees that FIM shall make calls upon the Client otherwise than at his express invitation where FIM considers it is in the Client's interest to do so. Such calls will not be made at unsocial hours. The Client should be aware that in relation to investment agreements entered into in the course of, or in consequence of such a call, the Client may forfeit rights which he may otherwise have to treat the investment agreement as unenforceable.
18. FIM will acknowledge complaints received from you as an eligible complainant promptly and provide you with a copy of FIM's Complaints Handling Policy. FIM will review the complaint and ensure that the subject matter of the complaint is addressed. FIM will endeavour to resolve the complaint within four weeks of receiving the complaint. If FIM is unable to resolve the complaint within four weeks, then FIM will endeavour to resolve the complaint as soon as possible. In all circumstances, FIM will send a final response within eight weeks of receiving the complaint. The Client retains the right to refer the complaint, if unsatisfied with FIM's resolution of the matter, to the Financial Ombudsman Service.
19. Should FIM be unable or it is likely that it will be unable to meet its liabilities due to financial circumstances, eligible complainants (i.e. private individuals or small businesses conducting designated investment business with FIM) may apply for compensation to the Financial Services Compensation Scheme (FSCS). The FSCS may pay a maximum of £50,000 (100% of the first £50,000) per person. This limit may be subject to change by the FSCS.
20. This Agreement between the Client and FIM may be terminated at any time, without penalty and without prejudice to the completion of transactions already initiated on behalf of the Client, by either party giving notice in writing to that effect to the other, such notice to be effective upon receipt by the other party. Notices may be served on the Client at the address given in this Agreement or such other address as the Client may from time to time notify FIM in writing.
21. FIM or other members of the Gresham House Group shall send to the Client details of products or investments which it considers may be appropriate for the Client. FIM will undertake transactions for the Client as an execution only Client. No advice will be given by FIM as to the merits of or suitability for the Client of any particular product or investment.
22. The Client is advised to consult with a financial adviser before entering into any particular transaction through FIM.