

# Client Agreement document for Aegis Financial Consultants Ltd.

## REGULATORY STATUS

**Aegis Financial Consultants Ltd.** is permitted to advise on and arrange (bring about) deals in investments and non-investment insurance under the Financial Services and Markets Act 2000 and is authorised and regulated by the Financial Services Authority. With regard to investments which we have arranged for you, these will not be kept under review, but we will advise you upon request. However, we may contact you in the future by means of an unsolicited promotion (i.e. where you had not expressly requested it) should we wish to discuss the relative merits of an investment or service which we feel may be of interest to you.

Our address is 38, Dimond Street, Pembroke Dock, Pembrokeshire, SA72 6BT, our FSA Register number is 209049]. The Financial Services Authority can be contacted at the following address: 25 The North Colonnade, Canary Wharf, London E14 5HS.

**Aegis Financial Consultants Ltd. does not handle clients' money.** We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of charges or disbursements for which we have sent you an invoice).

## CLIENT CATEGORISATION

In providing services to you, we will categorise you as a **'Retail Client'**. The type of client category will determine the level of protections afforded to you under the regulatory system. As a **'Retail Client'** the regulatory protections available to you will be **"the highest available"**.

Where we have categorised you other than as a **'retail client'** (see above), you may request re-categorisation under a client category which benefits from a higher degree of protection. However, we reserve the right to agree to such a re-categorisation on a case-by-case basis, and where we agree to do so it does not necessarily mean that you will have a right of access to the Financial Ombudsman Service.

## CONFLICT OF INTERESTS

**Aegis Financial Consultants Ltd.** offers advice in accordance with that disclosed to you in our Initial Disclosure Document. Occasions may arise where we or one of our other clients have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

As a consequence of such potential conflict of interests arising, we have put arrangements in place to ensure our clients are treated fairly. We have also implemented a conflict of interests policy to help us manage such risks, which you may access upon request.

## TERMINATION OF AUTHORITY

You or we may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated, which will be completed according to the Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made or carried out prior to termination and any fees which may be outstanding.

## RIGHT TO WITHDRAW

In the case of a non-packaged product ISA or Pep recommended (e.g. a direct equity ISA), we will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights will apply.

## CLIENTS RISK

In the care of Investment products, you are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not a guide to future performance.

## HOW WE CHARGE YOU FOR OUR SERVICES

We operate on a fee and/or commission basis, we will agree the terms, frequency and method with you in writing before we carry out any chargeable work. If working under a "Fee Agreement", should we receive commission from any third party in relation to transactions arranged for you, we will offset the amount received against any fees due.

## CANCELLATION OF CONTRACT

**In respect of any regular premium policy which we may recommend. Should the provider cancel the policy because you subsequently cease to pay premiums and in consequence we are obliged to refund the commission that has been offset against your fee, we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. However, we will not charge the fee if you exercise your right to cancel in accordance with the cancellation notice sent to you by the life company. Details of the commission payable will be notified to you in a specific key features illustration prior to any transaction proceeding.**

**In respect of any regular premium policy which we may recommend. Should the provider subsequently cancel the policy due to your non-disclosure of relevant facts and in consequence we are obliged to refund the commission that has been offset against your fee, we reserve the right to charge you a fee representing the amount we have to repay.**

## ACCOUNTING TO YOU

Unless in exceptional circumstances, we will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf.

We will also make arrangements for all your investments and/or policies to be registered in your name unless you first instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments and/or policies as soon as practicable after we receive them. Where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

## INVESTMENT/INSURANCE OBJECTIVES & RESTRICTIONS

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. Details of your stated investment objectives will be identified during our discussions with you and confirmed in the suitability report that we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

## MODE OF COMMUNICATION

Our communications with clients will ordinarily be in English, both in respect of oral and written communications. We will enter into communication with you through whatever means are convenient to you and us, including face-to-face, telephone, e-mail and other acceptable electronic communication methods.

## DATA PROTECTION STATEMENT

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us, or any company associated with us, processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management. For the avoidance of doubt, such companies include, Bankhall Investment Associates Limited and any member of its group and/or companies, persons or entities of any nature whatsoever with which it is associated or allied from time to time.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FSA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the commission or alleged commission of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life; or your membership of a Trade Union.

Please tick this box if you do not consent to us, or any company associated with us processing any such sensitive personal data.

If you do not want us, or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS, please tick this box.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer in writing, or on 01646 683471.

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

## CLIENTS CONSENT

I understand and consent to the above terms and I hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties. I agree that the Client Agreement will come into effect from the date of acceptance of this agreement.

Client Name(s) \_\_\_\_\_  
Client signature(s) \_\_\_\_\_  
Date of signature(s) \_\_\_\_\_  
Date of issue \_\_\_\_\_