

Client Agreement document for The Hammond Consultancy Limited

- **INVESTMENT SERVICES**

The Hammond Consultancy Limited is permitted to advise on and arrange (bring about) deals in investments.

With regard to investments which we have arranged for you, these will not be kept under review, but we will advise you upon your request. Also, 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 contact you to discuss the relative merits of an investment or service which we feel may be of interest to you.

The Hammond Consultancy Limited 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).

- **REGULATORY STATUS**

The Hammond Consultancy Limited, Beech House, Pinewood Business Park, Coleshill Road, Marston Green, Birmingham, B37 7HG is an Appointed Representative of Financial Ltd which is Authorised and Regulated by the Financial Services Authority. The Hammond Consultancy's FSA number is 477113.

Financial Ltd address is: Unit 1, Andoversford Business Park, Cheltenham, Gloucestershire, GL54 4LB.

The Financial Services Authority address is: 25 The North Colonnade, Canary Wharf, London E14 5HS.

- **OUR COMMITMENT TO YOU**

We will endeavour to explain the service that we provide namely, the true cost, benefits and consequence of any product or service you buy from us. We will ask a number of questions that will enable us to fully understand your circumstances, needs and budget. Your personal information will always be treated in the strictest confidence. We will strive to make strong relationships with product and service providers to ensure they mirror our commitment to you. We will always explain paperwork to you in a way you understand and support our advice with timely, easy to comprehend documentation. We aim to ensure that you are encouraged to purchase the right product or service to meet your short and longer term needs. On occasions that we feel it is appropriate for us to charge a fee for our services we promise that it will be reasonable and justifiable. We will always attempt to give you the best advice. All of our staff will be professional and courteous to you – even if they are not directly involved in your business. If you are unhappy with the service we provide we will take your complaint seriously and attempt to resolve the matter to your complete satisfaction.

- **CLIENT CATEGORISATION**

In providing investment 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 are determined by this category and 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.

- **WHOSE PRODUCTS DO WE OFFER?**

We offer products from the whole market

- **WHICH SERVICE WILL WE PROVIDE YOU WITH?**

We will advise and make a recommendation for you after we have assessed your needs

- **CONFLICT OF INTERESTS**

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 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. The cancellation rights for each individual policy you have been advised on will be explained to you in your Suitability Report.

- **CLIENTS RISK**

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**

Our income normally comes from either commission from the product providers (e.g. life assurance companies) we write business with, or fees paid to us by our clients.

You may elect that we are remunerated by commission (through product charges) if you buy a financial product. The commission is paid to us directly by the provider. Although you pay nothing up front it does not mean our service is free, you still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission. Whenever commission is available to us, you can choose whether to pay us by allowing us to keep the commission, or by paying us a fee instead. This is in line with standard industry practice. We will inform you how much the commission will be before you complete a transaction but you may ask for this information earlier. You will also receive this information from the product provider once the application is completed. If you choose to pay us by commission, we will keep the commission and in some instances we may also charge a fee in addition and you will be advised of the amount of any additional fee prior to the transaction.

Listed below is an example of the amount of fees you can expect to pay should you choose the fee route:

- Specialist Advice £150 - £350 per hour
- Financial Adviser £125 - £225 per hour
- Administration £40 - £100 per hour

You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first.

If you choose to pay by the fee route, any commission we receive will be offset against the time charged. The amount of fee not covered by the commission will be invoiced to you. However, where the commission is in excess of the fee, it will be rebated to you.

If you choose to pay us on a fee basis, or a combination of commission and a fee, we will agree its basis, frequency and method with you in writing before we carry out any work that we charge you for.

We may also receive some form of benefit if we introduce business to a product provider or another firm. We will tell you before the transaction if we are likely to receive some form of benefit from recommending any product to you, or from working with any product provider or firm.

In respect of any regular premium policy which we may recommend, should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund commission that has been paid to us, 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. 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.

We will provide further details on the cost of our services to you, personally.

- **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 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 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 OBJECTIVES & RESTRICTIONS**

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated investment 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.

- **WHAT TO DO IF YOU HAVE A COMPLAINT**

If you wish to register a complaint, please contact the Complaints Officer, Financial Limited, Unit 1, Andoversford Business Park, Andoversford, Cheltenham, GL54 4LB

If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service.

- **ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £50,000. Insurance advising and arranging is covered for 90% of the claim with no upper limit. Home finance products, mortgages and home purchase plans are covered for 100% of the first £50,000. Further information about compensation scheme arrangements is available from the FSCS.

- **ANTI MONEY LAUNDERING**

We are required to verify your identity in accordance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007. We reserve the right to approach third parties and to delay any applications until adequate verification of identity has been obtained.

- **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.

"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.

The Data Protection Act defines sensitive personal data, 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. In the course of our dealings with you, we may ask you to provide certain pieces of sensitive personal data which may include one or more of the above.

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.

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 on 0121 788 3444 or in writing at Beech House, Pinewood Business Park, Coleshill Road, Marston Green, Birmingham, B37 7HG.

We may also 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.

If you are not happy for us to contact you for marketing purposes by post, please tick the box.

If you are happy for us to contact you for marketing purposes by e-mail, telephone or SMS, please tick the box.

• **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 _____