

# 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. However if you invest in one of our Broker Managed Funds, we will review these investments regularly and report to you at least once every six months and will contact you, at least annually, as to the continuation of the agreements. 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 Financial Services Authority can be contacted at the following address: 25 The North Colonnade, Canary Wharf, London E14 5HS.

- **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 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**

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. 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 tell you how much the commission is before the transaction. 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.

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 us:

- In writing: Write to The Hammond Consultancy Limited, Beech House, Pinewood Business Park, Coleshill Road, Marston Green, Birmingham, B37 7HG.

If you cannot settle your complaint with us, 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 £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000. Further information about compensation scheme arrangements is available from the FSCS.

• **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 \_\_\_\_\_