



Independent Financial Advisers

Evans Hart Ltd
1 Bell Yard
London
WC2A 2JR
T: 020 7405 5550

CLIENT AGREEMENT (EXAMPLE COPY)

This Client Agreement, the Privacy Notice and the document 'Important Information about our Costs and Services' explains the basis under which we will supply our services to you. We refer to these documents together as the "Agreement" between us.

For your benefit and protection please read this Agreement carefully and ask for clarification if you do not understand anything.

This Agreement is made between the following parties:-

Evans Hart Limited, 1 Bell Yard, London WC2A 2JR, registered company number 00864461 and FCA number 121066

("we, us, our, firm")

AND

("you, your, client")

A) What we will do for you - Agreed Services

1. You agree to appoint us on your behalf for the purpose(s) of:

We have agreed to provide advice, as per your instructions, on all aspects of financial planning advice (including but not restricted too) Pensions, Investments, Protection and Savings.

Where applicable, we will provide a review of your financial arrangements at least once a year unless you instruct us not to provide a review.

(the 'Services').

2. We will confirm our advice in writing to you to confirm we have correctly understood your personal circumstances and the information you have provided to us. It is very important that you provide all material information and that it is true and correct to the best of your knowledge. If we have misunderstood any of the information, you must let us know as soon as possible as this may affect our advice and/or recommendations.

3. Our written advice may include any products that we recommend to you and a full explanation of our reasons for such advice or recommendations. Following discussions with you, we may decide, at our discretion, that we are not able to provide advice or proceed with your instructions on suitability grounds, however we will always explain our decision to you.

4. As part of our advice we may have recommended a financial services product or investment, if we do and you decide to proceed, we will register that product and / or investment in your name unless you tell us otherwise in writing. You may require the products and / or investments to be registered in the name of a person or company to carry out administrative services on your behalf, which we can arrange for you, however you will remain the owner and / or beneficiary of those products and / or investments.



5. We will write to you if we become aware of a conflict of interest for example where our interests or those of another client become conflicted with your interests, and ask for your consent prior to proceeding with your instructions. Under the terms of our conflicts of interest policy, where we cannot otherwise manage an identified conflict of interest, we may be unable to provide you with one or more of the services described above. We will inform you in writing should this situation arise.

6. Before recommending any products or services, we will discuss with you the financial risks of those products.

7. We will review and manage your investment portfolio on a discretionary basis, including the switching of funds linked to life assurance or pension policies and collective investment schemes. Where applicable we will exercise our discretion with regard to voting rights on any investments in the portfolio.

Where we deem it appropriate to meet your investment objectives, our discretion may extend to investments in units in unregulated collective investment schemes.

8. Where we recommend the use of a discretionary investment or fund manager (DIMs/DFMs), we will be acting as your agent when arranging for the investment management to be carried out by the DIM or DFM. By signing this Agreement, you are confirming to us that you agree that we can act as your agent to appoint the DIM/DFM and be bound by the terms of the DIM/DFM agreement.

B) What will we charge you for the services?

1. You agree to pay us the following for the Services (the 'Fees').

In advance of undertaking any work on your behalf, we will confirm our fees in writing and will not commence any work until you instruct us to proceed. Our normal practice is to not charge initial fees, but we reserve the right to apply initial fees if required to cover our costs set up any arrangement we recommend. We will confirm whether an initial fee will be charged in advance of any work on your behalf.

2. The Fee(s) will become payable by you upon

Acceptance of any recommendation made by your adviser at Evans Hart Ltd.

3. Where we recommend a product and we arrange it for you and receive a commission from the product provider, we will tell you what commission we receive.

4. Where you have ticked the box at the end of paragraph E7 below, you have agreed that we can start providing you with the Services during any cancellation period and that if you exercise your right to cancel you will pay us a proportion of our reasonable costs that we have incurred in relation to the Services that have been performed prior to the cancellation.

5. We do not accept cash payments and all cheques should be made payable to the product providers, unless it is payment for our Fees and costs described above.

6. We may receive commission from lenders, insurers, and product providers which is typically included in the charges for the product that we recommend to you.

7. We will let you know if we receive any form of benefit in connection with the services we provide to you.



8. If you pay our Fees late, we may charge you interest at a rate of insert rate and frequency e.g. 4% per annum above the B of E base rate from time to time accruing on a daily basis from the due date until payment is received. We will also charge a handling fee of £50 and shall seek to recover all our costs (including legal costs) allowable by the Courts if an award is made in our favour, in recovering any amounts due to us.

9. Before you enter into a contract with a product provider where we receive initial commission, we will let you know when we may need to refund commission payments to the product provider that we earn and whether we may seek to recover this from you, unless you have exercised your right to cancel the contract with the provider within their cancellation period.

10. You accept responsibility to pay our Fees and any agreed costs and agree to reimburse us for all reasonable losses, costs, or other liabilities incurred by us which result from any wilful or negligent breach by you of your obligations in this Agreement.

C) How can you end this Agreement?

1. Termination - This Agreement will come into effect from the date you sign this Agreement and continue, subject to your right to cancel, until terminated by either party by giving notice in writing.

2. The rights to end this Agreement given by this clause shall be without prejudice to any other right or remedy either party may have against each other in respect of the breach concerned (if any) or any other breach.

3. Notice of your right to cancel this Agreement

Where you have completed this Agreement away from our business premises you have the right to cancel this Agreement within 14 days from the day this Agreement is signed by you without giving any reason. To exercise this right to cancel please inform us by post to insert address or by email to insert email address of your decision to cancel this Agreement. To meet the cancellation deadline, it is sufficient to send the communication concerning the right to cancel before the cancellation period has expired.

We have provided you with a cancellation form at the end of this Agreement that you may choose to use.

D) What can you do if there is a problem?

1. If you are not happy with the service you have received you can request a copy of our complaints procedure that sets out how we will handle your complaint. Please refer to our 'Important Information about our Services' document for further details on how you can make a complaint.

E) Other important terms

1. We may transfer all rights and obligations under this Agreement in circumstances where your rights under this Agreement are not materially affected.

2. In the event of any inconsistencies between the Client Agreement and the Important Information about our Services document, the terms and conditions of the Client Agreement shall prevail.



3. This Agreement supersedes all previous written agreements between us in respect of the agreed Services and may not be modified except in writing and signed by both parties.
4. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part this Agreement shall continue to be valid as to the other provisions and the remainder of the affected provision.
5. Third party rights under the Contracts (Rights of Third Parties) Act 1999 are excluded.
6. This Agreement shall be governed by and construed in all respects in accordance with the Laws of England and Wales and each party hereby submits to the exclusive jurisdiction of the courts of England and Wales.
7. Any notice required by this Agreement other than the right to cancel notice which may be sent by email, must be given by hand or sent by prepaid post to the registered office address of the relevant party. Any notice given by post, which is not returned to the sender as undelivered, shall be deemed to have been given on the third working day after the notice was posted. Proof that the envelope containing it was properly addressed, posted and that it has not been returned to sender, shall be sufficient evidence that such notice has been duly given.

If you wish us to begin the performance of services immediately and prior to expiry of the cancellation period referred to above at condition C3, please tick this box []

Please note that asking us to perform the services immediately will not affect any right to cancel a contract you have entered into with a product provider for a particular product. Please refer to the specific terms of the provider contract for further clarification.

By signing this Agreement below you are confirming to us that you agree to all the terms and conditions in this Agreement.

If you do not understand any point please ask for further information before signing.

Please retain the copy of this Agreement provided to you for your records.

Please ensure this form is signed and dated:

Duly authorised to sign for and on behalf of Evans Hart Limited

..... Date/...../.....
Signed by *Adviser Name Here*

..... Date/...../.....
Signed by *Client Name Here*



Cancellation Form

To: Evans Hart Limited, 1 Bell Yard, London WC2A 2JR

Email address: *richard.gallacher@evanshart.co.uk*

We are giving you notice that we are cancelling our agreement with you with immediate effect for the supply of services described in our Client Agreement dated [].

Name of Client(s):

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Address of Client(s):

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Signature(s) (only if form is notified on paper):

Date: