



**Evans Hart Limited  
Independent Financial Advisers**

**CLIENT AGREEMENT**

**This agreement**

1. This is our standard discretionary client agreement upon which we intend to rely. It explains the services you are being offered and the manner in which these services will be carried out. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.
2. The provisions of this Discretionary Client Agreement will take effect immediately that they are provided to you and will continue in force until they are cancelled by you or us, or they are replaced by an updated Discretionary Client Agreement.

**Our Status**

3. We are authorised and regulated by the Financial Conduct Authority ("FCA") as Financial Advisers. The FCA is the independent watchdog that regulates financial services. We are listed on the FCA register and our firm registration number is 121066. You can check this, and our address, on the FCA's Register by visiting the FCA's website at [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do) or by contacting the FCA on 0845 606 1234.
4. The FCA can also be contacted at the following address: 25 The North Colonnade, Canary Wharf, London. E14 5HS.
5. We provide an independent advice service. This means when we consider and recommend retail investment products to you we must consider all relevant and suitable products and options for you and do so free from any restrictions or bias. We will make personal recommendations to you without limiting (or restricting) our advice.

**Your Investment Objectives**

6. Your investment objectives will be set out and summarised within a personalised suitability report, which will be issued to you as a result of your personal consultation with us to document and explain the recommendations we have made.

**Our Services**

7. We can advise you on life assurance, pensions, other retail investment products and other investments. We can also advise on pure protection and private medical insurance contracts from a range of insurers. We will carry out any instructions you give us to transact any such contracts and in undertaking these services for you we will rely upon the information you provide to us.



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8. 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, and will report all changes made to the portfolio at least six-monthly. 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.

9. Our activities for you may include higher risk investments such as warrants and derivatives, unregulated collective investment schemes (UCIS), structured products, investments that are not readily realisable and penny shares. The relevant risk warnings for these investments will be set out in your suitability letter.
10. The services we will provide will normally involve us entering into arrangements with you under which we will:
- (i) gather information about you;
  - (ii) carry out research to find suitable investment options;
  - (iii) provide you with reports, financial health-checks and forecasts;
  - (iv) advise you as to the best investment options;
  - (v) implement the agreed options by arranging transactions in retail investment products, securities or non-investment insurance products; and in some cases
  - (vi) monitor your ongoing position to ensure that the products continue to meet your requirements, especially where your circumstances are changing; and
  - (vii) recommend changes to your product portfolio to ensure that it continues to meet your requirements as circumstances change.
11. We have classified you as a “retail client”. This means that you are afforded the greatest level of protection available under the Financial Services and Markets Act (FSMA). You have the right to request a different categorisation, however this may result in the loss of some of the protections available under the FSMA such as the right to refer complaints to the Financial Ombudsman Service and the right to receive specific information in respect of any investments we recommend or arrange on your behalf.
12. There are no restrictions relating to the advice we may give you or the transactions we arrange for you on a discretionary basis concerning the types of investment or markets, the value of any one investment or the proportion of your portfolio invested in any individual or class of investment. If you specify and we agree to any investment restrictions, these will be confirmed to you in your suitability letter.
13. We will not engage in stock-lending activities on your behalf and will not invest in any securities that are subject to stabilisation. We will not act on your behalf in connection with the underwriting of any new issue or offer for sale of securities. We will not commit you to borrowing to supplement your portfolio and will not commit you to overspend.
14. The initial value and composition of your portfolio that is governed by this agreement is set out separately and forms part of this Agreement.



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15. Periodic statements (which will include a comparison of performance with that of an appropriate benchmark and will state the basis of valuation), transaction statements, and other communications relating to this Agreement will be sent to you at your last known address once every six months. If you wish, you may request us to issue these documents to you at three monthly intervals.
16. Our registered address, and the addresses from where we will provide our services to you are shown

9-13 Cursitor Street, London EC4A 1LL  
Langton House, 81 High Street, Battle, East Sussex TN33 3AQ

**Our Remuneration – Investment Business**

17. Our remuneration options for investment business will be discussed and presented in writing to you separately. We will discuss your options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid.
18. For most business we will be remunerated on an adviser charging basis, we will agree its basis in writing with you and will inform you of any related charges, expenses and taxes before carrying out any chargeable work. Any Schedule of Charges we may issue to you will contain details of how payment is to be made and is deemed to form part of this Client Agreement. Notification of any change to the level of charges will be given in writing.

These charges may be in addition to any other remuneration received by us in connection with transactions carried out on your behalf and, where appropriate, these and the method of payment will also be set out in our Services & Costs Disclosure Document.

19. In the event that we are entitled to receive a commission for non-advised transactions or for certain business transacted or advised on prior to 31<sup>st</sup> December 2012, we shall tell you the amount of any commission that is paid to us by product providers and other institutions with whom investments are made.
20. You should be aware of the possibility that other costs or taxes relating to the services that we provide for you may exist even though they are not paid through us or imposed by us.
21. In respect of investment business we offer the following options by which settlement of our charges may be made:
  - Direct Payment to us;
  - Facilitated Payment to us by the Product Provider;
  - Any combination of Direct Payment and Facilitated Payment;
  - Trail Commission offset (where trail commission is being paid).

We will not take action to implement any of these methods until we have agreed with you how our adviser charges are to be settled.



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**Our Remuneration – Non-Investment Insurance Business**

22. For non-investment insurance business we will charge a fee to be agreed with you in writing in advance of undertaking any work.
23. In respect of insurance business you may be able to pay for our services by way of commission taken from the product. The method of remuneration and the amount of any commission payable will be agreed with you before we provide you with any advice. The amount of commission will be disclosed to you with an illustration from the product provider. Although you pay nothing to us up front that 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.
24. You should be aware of the possibility that other taxes or costs relating to the services that we provide for you may exist even though they are not paid through us or imposed by us.

**Our Remuneration – Home Finance Business**

25. For home finance business we will charge a fee to be agreed with you in writing in advance of undertaking any work.

**Communicating with You**

26. The services for our investment business that we will provide will be set out to you in writing. At our discretion and unless we hear from you to the contrary we may telephone you from time to time between the hours of 9am to 9pm without your further prior consent to such contact.
27. All cheques, documents of title, etc, may be sent by post to your last known address and shall be sent at your own risk. The Recorded Delivery service will not normally be used.

**Conflicts of Interest**

28. When offering independent financial advice occasions can arise where we, or one of our other clients, will have some form of interest in the business that we are transacting for you. If this happens, or we become aware that our interests conflict with your interests, we will inform you in writing and ask for your consent before we carry out your instructions.
29. We maintain a Conflict of Interest Policy that enables us to identify and manage conflicts and potential conflicts of interest. This policy is designed to ensure that you are provided with a service that is independent of any conflicts that may have been identified by putting in place appropriate procedures, supervision and monitoring techniques. Further details of the Policy are available upon request.



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**Quality of Service**

30. If you have any complaint about the advice you receive or a product that you have taken out through us please contact the Compliance Officer, Stephen Evans, 9-13 Cursitor Street, London EC4A 1LL Tel. 020 7405 5550. If, after we have reviewed your complaint you remain dissatisfied, you have the right to refer your complaint to the Financial Ombudsman Service. Copies of our complaints procedures are available, free of charge, on request. We will not levy any charge for complaints made against us.

**Risk Factors**

31. Please be aware that investments and the income from them can fall as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance. Specific warnings relevant to the investments, or investment strategies, we recommend will be confirmed to you in your Suitability Report.

**Compensation**

32. If you make a valid claim against us in respect of the investments we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered up to a maximum limit of £50,000. Long term insurance (e.g. investment bonds, personal pensions and annuities), pure protection and private medical insurance contracts are covered for 90% of the claim, without any upper limit. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

**Instructions**

33. We require our clients to give us instructions in writing or by email. We will accept oral instructions at our discretion, which must be confirmed in writing or by email. We will acknowledge, either in writing or orally at our discretion, any instruction you give us. We can refuse your instructions at our discretion.
34. Our authority to act on your behalf may only be terminated in writing, at any time, without penalty, by either party and with immediate effect without prejudice to the completion of any transactions initiated prior to receipt of such notice.

**Money Laundering**

35. Where we are required to verify your identity in accordance with the FCA rules, no investment will be made until such verification has been obtained. If the required verification is not forthcoming within a reasonable period we will not arrange any investment for you.



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**Documentation**

36. All investments will be registered in your name unless otherwise agreed in writing. Unless you instruct us in writing to the contrary, we will forward to you all contract notes and documents showing ownership of your investments as soon as practicable after we receive them. Where a number of contract notes and documents of title are involved we will await arrival of all of them before sending them to you, which will be no later than 28 days after receipt of the first document. Where a policy for a pure protection or private medical insurance contract is received, this will be checked immediately and forwarded to you within 24 hours of receipt.
37. We are not authorised to handle client money. We cannot accept cash or cheques payable to ourselves other than for our own adviser charges.

**Data Protection / Personal Information**

38. Personal information provided may be maintained on computer records and will not be disclosed to other parties except other businesses within the same group, representatives of our compliance advisers, our auditors, and any organisation requiring access to such information for regulatory purposes only, or any person having a legal entitlement to access.

**Future Changes**

39. We may change the content of this Discretionary Client Agreement at any time in the future but will not act on any change until you have given your consent by signing an amended agreement.

**Cancellation/ Termination**

40. You or we may terminate our authority to act on your behalf at any time, without penalty. If we terminate the contract we will aim to give at least one month's notice. 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 this client agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees outstanding, if applicable.
41. Where advice has been provided for which an adviser charge was agreed, and you either decide to not proceed with the transaction or, having proceeded, to exercise your statutory cancellation rights, you agree that the adviser charge will still be due and payable in those circumstances and that we may seek to recover any appropriate adviser charges due from you for the work we have undertaken.
42. You have a right to cancel any ongoing service and associated adviser charges without penalty and without a reason being given. We will require one month's notice of this cancellation and our relevant ongoing services will cease from the end of the notice period. We reserve the right to make an adviser charge for continuing services provided up to the date of cancellation.



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43. **Law**

- 44. English law will be the basis of this contract and the language in which this contract will be interpreted, and in which all communications will be conducted, will be English.
- 45. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Client Agreement.

**Your Consent**

This is our standard retail discretionary client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing below. If you do not understand any point please ask for further information.

Signed ..... Date .....  
For and on behalf of Evans Hart Limited

**I/We confirm receipt of and my/our agreement to the terms contained in this Discretionary Client Agreement and further acknowledge that I/we have been given at least 24 hours in which to consider my/our acceptance.**

**I/We authorise the transfer of information, on a confidential basis when warranted between any necessary third parties. I/We acknowledge that this Discretionary Client Agreement will come into effect from the date of issue.**

**I/We also confirm that I/We am happy to give Evans Hart Limited my express consent to contact me/us by telephone to discuss my/our investments or in relation to financial planning in future.**

Name ..... (Client)  
(Block Capitals)

Signed ..... (Client) Date .....

Name ..... (Client)  
(Block Capitals)

Signed ..... (Client) Date .....