

# Client Agreement document for



ecs financial services limited

## COMPANIES ACT DISCLOSURE

Registered address:

ECS House  
Unit 4 Broadfield Court  
Sheffield  
S8 0XF

Registered in England, number 03735410.

## OUR SERVICES

ECS Financial Services Limited is permitted to advise on and arrange (bring about) deals in investments.

We offer an initial discussion (at our expense) when we will describe our services more fully and explain the payment options. If you decide to go ahead, we will:

- gather and analyse personal information about you, your finances your needs and objectives;
- recommend and discuss any action we think you should take and, with your agreement, arrange relevant investments, insurance or mortgage products for you.

We will be glad to advise you at any time but, unless specifically requested to do so, we will not carry out a review of any of the products that you have already taken out or that we have arranged on your behalf. However, we will normally agree with you the level of service required for investment based products where a regular review is advisable.

**ECS Financial Services Limited does not handle clients' money.** We never accept a cheque made out to us or handle cash (unless it is a cheque in settlement of agreed fees, charges or disbursements for which we have sent you an invoice).

## CLIENT CATEGORISATION

Each private individual with whom the firm does business is categorised as to identify the level of regulatory protection. We propose to classify you as 'Retail Client' for Investment purposes. For business / commercial clients (also known as 'Micro Enterprises') and Charities or Trusts your level of Regulatory Protection may vary from that of a private individual. In general terms, we understand that the Financial Ombudsman Service may only consider cases from small businesses with a turnover of less than two million Euros and fewer than ten employees.

## RIGHT TO WITHDRAW

In the case of many packaged investment products –such as life assurance contracts, personal pension schemes, investment bonds and collective investment arrangements (e.g. unit trusts), a right to withdraw or cancel the contract within a specified period is normally provided. Details of such rights are ordinarily contained in the product literature (e.g. Key Features document) and/or we may provide details of such rights in a separate communication.

## INVESTMENT 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.

## CONFLICTS OF INTEREST

We will act honestly, fairly and professionally and in our clients' best interests. Occasionally situations may arise where we or one of our other clients will 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.

## BEST EXECUTION POLICY

It is in the interests of our clients and ECS Financial Services that we obtain the best possible result when placing orders with other firms (e.g. third party brokers) for the execution of client orders or when transmitting orders on behalf of clients for particular investments – e.g. shares. We are required under the rules of the Financial Services Authority to take all reasonable steps to provide 'best execution' when carrying out such transactions.

Where we place or transmit orders for such investments on behalf of clients, we may utilise the services of a third party broker and base our decision to place or transmit an order on the price and cost of execution of the order. For orders in collective investment schemes (e.g. unit trust), however, the price of units or shares in the scheme is normally set by the scheme operator or manager and as such we have little influence over the price available.

Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.

## MODE OF COMMUNICATION

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.

## 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.**

## ACCOUNTING TO YOU

We will confirm to you in writing the basis of our reason for recommending the transaction on your behalf. All your investments will 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. All letters, cheques, documents of title, etc. will normally be sent by post to your last known address and shall be sent at your own risk.

## 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 our holding company, ECS Insurance Brokers, processing, both manually and by electronic means, your personal data (including sensitive 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, our client management software provider, 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 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 or sexual life.

Please tick this box to confirm your consent to us processing any such sensitive personal data. **This will be necessary for life insurance products involving medical underwriting.**

We may also contact you with newsletters, information or details of any similar products or services offered by us or by ECS Insurance Brokers in which we think you may be interested. We will **not** pass your information to other organisations for marketing purposes unless they are acting on our behalf in the marketing of ECS products and services.

Please tick below if you are happy for us to contact you for marketing purposes by:

- post
- e-mail
- telephone

If at any time you wish us or any company associated with us to cease processing your personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 0114 2802830 or in writing to our registered address.

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 data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

## 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 that will be completed according to this Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees that may be outstanding.

## CLIENTS CONSENT

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing, as by signing you consent to the terms contained within, including the authorisation to transfer information between parties, as described above. If there are any terms within this agreement that you do not understand, please ask for further information.

The Client Agreement will come into effect from the date of acceptance of this agreement, which will be confirmed by the date provided in the 'date of signature box' below, unless otherwise stated.

Client Name(s):

\_\_\_\_\_  
\_\_\_\_\_

Client Signature(s):

\_\_\_\_\_  
\_\_\_\_\_

Date:

\_\_\_\_\_