

# FINANCIAL PLANNING ENGAGEMENT

This agreement is made between: Aegis Financial Consultants Limited  
and \_\_\_\_\_

Address for correspondence:

Aegis Financial Consultants Limited

Swan Court, 2 Perrotts Road, Haverfordwest, Pembrokeshire, SA61 2HD

The Client :

This agreement (referred to as this "Agreement" or "Letter of Engagement" herein) is supplementary to the Terms of Business and sets out the basis on which we charge for our services.

- 1 This document will confirm the terms of our recent conversation regarding the financial planning services we provide. It should be read in conjunction with the Terms of Business Letter, the Keyfacts "about our services" and the Keyfacts "about the cost of our services" issued separately.
- 2 As a first step, you agree to provide complete and up-to-date information about your personal circumstances, with your financial investment objectives. We will make this task easier by providing information forms for you to complete, and then clarify the information in our meeting.
- 3 You agree to provide us with such information as we may request to enable us to provide the advice requested by you.

We agree to provide you with the following advice ("the Advice"):-

- *Provision of personal financial planning advice as required by you.*
- *Annual review meetings as required to review your circumstances (or more often if required by you)*
- *All ongoing day to day administration regarding your financial services business with the Firm*

- 4 We will provide a written analysis and recommended actions in the form of a Financial Plan.
- 5 Implementation of your plan by acquiring financial products is entirely by your own choice. If you request our help in buying your financial products and make them through us, we will sometimes receive commission from third parties for the transaction. *The amount of such commission will be notified to you and set off against our fees in accordance with clause 8.*
- 6 We are not authorised or qualified to give legal advice or to prepare legal documents for you.
- 7 You may wish to have an annual update of your written Financial Plan or a more frequent periodic review because of changes in the tax laws or in your personal finance situation. These are available, as we feel that constant monitoring is essential to accomplishing all your objectives and will agree individually upon request.

## 8 Fees

All the time spent on work undertaken will be charged at an hourly rate of £95 per hour for a financial adviser and £47.50 per hour for administration.

In addition, a lump sum investment, or transfer will attract an extra charge of 1.5% of the amount invested, or transferred.

However, we will offset against this charge the following:

### Commissions

Any commissions we receive during the course of this Agreement will be offset against 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, *this will be rebated to you*.

Where a sum of money is to be offset [or rebated to you], providing it is reasonably practicable for us to do so, you may choose instead to have it reinvested on your behalf.

If, as a result of your actions, we are obliged to refund any commission that has been paid to us, you shall be liable to pay our fees in full, including any commissions we had accepted by means of set off against fees.

We will not charge the fee if you exercise your right to cancel the Terms of Business Letter in accordance with any cancellation provisions therein.

For the avoidance of doubt, any cancellation provisions that relate to a particular investment product will not necessarily enable you to cancel the services anticipated in our Terms of Business Letter unless this is expressly provided for in the Terms of Business Letter and you may still be liable to pay our fees for financial advice even if you cancel an investment product acquired pursuant to that advice.

- 9 You shall, on demand, indemnify us and keep us indemnified from and against all liabilities, damages, losses, costs (including legal costs and the cost of realising assets or investments) or other charges incurred or suffered by us in connection with the recovery of such fees as may be due from you to us pursuant to this Letter of Engagement or the Terms of Business letter, including interest on such sums, as a result of you failing to meet a demand for payment of such sums within the time period stipulated.
- 10 The number of hours we work on your behalf will be detailed and you will be notified periodically. In the event that you owe us sums as a result of us having to refund commission to third parties, the relevant invoice may be sent to you at any time. Upon receipt of an invoice, payment will be required from you within 28 days of receipt. In the event of late payment, interest will be charged at HSBC bank base rate plus three percent.
- 11 Should further work be required outside this Letter of Engagement, a fresh letter will be issued, so no misunderstanding can arise between us.
- 12 This Letter of Engagement will continue until terminated, by notice given in writing by either you or us. Termination shall take place without penalty, subject to any outstanding fees being paid. All monies received up to this point will remain the property of the firm.
- 13 This Agreement shall terminate automatically, following the termination of the Terms of Business Letter.
- 14 You shall not be entitled to assign or transfer the benefit of this Agreement.

- 15 Any notice to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left or sent by first class post or registered post to a party at the address shown above, and shall be deemed to have been received by the addressee two working days following despatch of the notice, or if by hand, simultaneously with delivery. To prove the giving of notice, it shall be sufficient to show that it was despatched.
- 16 The validity, construction and performance of this Agreement shall be governed by English Law.
- 17 Save where with reasonable foresight the breach could have been avoided, neither party shall be liable to the other for any loss or damage outside the reasonable control of both parties.
- 18 We are a VAT-exempt company, and therefore there is no VAT chargeable at this stage. All figures quoted are exclusive of VAT.
- 19 Nothing in this Agreement shall exclude or restrict any duty or liability we may have to you under the regulatory system. To the extent that provisions in this Agreement are found to be unenforceable, this Agreement shall take effect as if such terms had been deleted.

We look forward to working with you towards the achievements of your financial goals.

If you understand the above terms and agree to them, please sign both copies of this Letter of Engagement, and return one to us.

Yours sincerely

Your Independent Financial Adviser

Signed for and on behalf of Client

Client 1.....

Client 2.....

FullName .....

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Date.....

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