



## Client Agreement

### 1. INTRODUCTION

This agreement sets out the terms under which our services are to be provided, including details of the specific services and a summary of our charges for those services.

**Shipman Monahans Wealth Management** is a financial planning business, focussed on helping you understand and plan for your financial future. We are also able to act on your behalf in advising you on investments, non-investment insurance contracts and mortgages. We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. Following our initial discussion, should you decide to proceed there is a cost for our advice and services.

**Shipman Monahans Wealth Management** is a trading name of Monahans Financial Services Limited, a private limited company registered in England and Wales with company number 03710646 and whose registered office is at Fortescue House, Court Street, Trowbridge, Wiltshire, England BA14 8FA.

You can contact us by writing to us at the above address, by email to [invest@shipmanmwm.co.uk](mailto:invest@shipmanmwm.co.uk) or by telephone on 01225 970290.

### 2. OUR SERVICE

The services that you have selected and the charges for those services are confirmed in Section 10 - Your Consent at the end of this agreement. We agree to provide the services selected and you agree to pay us for those services.

We offer both **initial** and **ongoing** services. Any financial products we have arranged for you will only be kept under review as part of an agreed ongoing service for which you agree to pay. Our ongoing services are optional, however, where you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.

Our services include:

- **Financial planning:** It is important to identify what you might want to achieve and how you can do this. We can help you to identify your goals and create a plan for your finances to help you achieve them.
- **Retirement planning:** It is important to know whether the money you are saving towards retirement will provide you with sufficient funds to meet your retirement objectives. We can work with you to proactively plan for your retirement and help you decide on the options available once at retirement.
- **Protection planning:** Most of us want to protect the things that are important to us, our family, business and quality of life. Protection planning can help to provide peace of mind in the event of your income changing due to unexpected events. We can help you plan for the best way to protect you, your family or your business.

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

Our advice will be based on the information that you give, so it is important that you provide us with accurate and up to date information when we request details about your circumstances and objectives.

This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided, this could affect the suitability of advice we give.

In some circumstances we may provide you with a non-advised service where you will **not** receive advice or a recommendation from us. Where this is the case we will provide details of our non-advised services and charges separately.

### 3. COMMENCEMENT

This agreement shall commence once it has been signed by all parties and shall remain in force until terminated in accordance with Section 6 – Cancellation below.

### 4. FINANCIAL PLANNING AND HOW WE CHARGE FOR IT

For any aspect of our financial planning all actual charges and fees will be fully disclosed to you. We will not charge you until we have discussed your payment options and agreed with you how we are to be paid. We will also let you know if there are any other costs that might arise in connection with the services we provide to you.

Our charges/fees will be VAT exempt unless the work we provide for you only involves advice and/or preparing a report, in which case VAT may be applicable. We will always tell you if you have to pay VAT before we undertake any work for you.

Charges for the ongoing service will not be liable to VAT (unless the initial service was liable to VAT) where both the initial and ongoing services are part of the same package.

#### Investment Planning & Wealth Management

Before making any recommendations, we will carry out a suitability assessment so that we are able to act in your best interests. Our recommendation will be based on a comprehensive and fair analysis of the market.

We offer **independent** investment advice. This means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. We will consider a number of factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand.

An example of the areas we can advise on include:

▪ Life Assurance	▪ Unit Trusts	▪ Investment Bonds
▪ Open Ended Investment Companies	▪ Pensions	▪ Defined Benefit Pension Transfers
▪ Annuities	▪ Structured Deposits	▪ Phased Retirement & Income Drawdown
▪ Investment Trusts	▪ Long Term Care	▪ Venture Capital Trusts
▪ Term Assurance	▪ Enterprise Investment Schemes	▪ Critical Illness Cover
▪ Income Protection	▪ Structured Products	▪ ISAs

We do not provide advice in relation to individual share holdings. If this is something you need assistance with, we can refer you to a stockbroker. We do not provide advice on options, futures and other derivative contracts as we believe that these are unlikely to be suitable for our clients.

For further details please refer to our client services brochure / website.

### Initial charges

Please see the table below for our indicative charges:

Initial Service	Initial Charges
<p><b><u>Stage 1 - Initial Financial Review</u></b></p> <p>An initial meeting to find out more about your personal and financial circumstances. Agreeing your financial goals and objectives. Establishing your attitude to investment risk.</p>	<p style="text-align: center;"><b>£0</b></p> <p>This initial service is at the expense of Shipman Monahans Wealth Management.</p>
<p><b><u>Stage 2 - Financial Planning Report</u></b></p> <p>Provision of a personalised financial planning report detailing our specific recommendations.</p>	<p style="text-align: center;"><b>£500 - £2,000</b></p> <p>The financial planning report will be costed on a fixed-fee basis and the exact level of fee will depend on the complexity of the area(s) being reviewed and advice required.</p> <p>We will advise you of the exact charge for your financial planning report prior to commencement.</p>
<p><b><u>Stage 3 - Implementation of Recommendations</u></b></p> <p>This includes the implementation of any financial plans or products as agreed with you following the initial financial review and financial planning report stage.</p>	<p style="text-align: center;"><b>1.50%*</b></p> <p>*of the value of the investment transaction(s) applied as a fixed fee, after rounding up to the nearest £100.</p> <p>(Please note we reserve the right to charge at an enhanced rate above 1.50% for particularly high risk or complex work. Examples would be Defined Benefit Pension Transfers, Equity Release and Alternative Investment Schemes).</p>

## Paying our initial charges

Our charges are payable on completion of our work and must be settled within 28 business days. Payment can be made either by:

1. Cheque or bank transfer (we do not accept payments by cash).
2. You may pay our charges via deductions from the financial product(s) that you might invest in, where the product/platform provider allows this. Please note that if you choose to pay by deduction from a financial product this will reduce the amount left for investment and may, depending on your circumstances, have other consequences. Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product.

## Our ongoing charges

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we will carry out this review annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We will issue you with a report setting out the results of our assessment, and if relevant, any updated recommendations.

The charge for this service will commence at the end of the first month in which any financial products have been set up for you.

### **Ongoing Service**

#### **Financial Review Service**

This service includes:

- A dedicated Independent Financial Adviser on hand to work with you at all times advising you on your personal financial planning, along with full financial administration and technical support services.
- Access to our Administration and Technical Support Teams, who will respond and deal with ad-hoc queries.
- A review of your financial goals and objectives.
- A review of how your investments are invested.
- A report setting out the results of the review and confirming any changes made.
- Advice on what to retain and what to discard from your financial records.
- Implementation of agreed changes.
- Making you aware of any new financial planning or investment opportunities we consider relevant to you.
- Advice regarding maximising your relevant individual tax allowances and exemptions.
- Tax year-end information on request.
- Cash flow forecasting, if necessary, to identify any shortfalls in potential future income or capital.
- Providing a second opinion, should you wish, on major financial transactions – e.g the purchase of a second property, arranging a mortgage, retiring early.
- An up to date valuation of your current investments.
- Online access to your portfolio of various financial products 24/7.
- Updates on relevant legislative changes that could impact on your financial planning.
- Regular communications and invitations to any seminars we may run from time to time.

### Ongoing Charges

Our on-going charge for this service is 1% per annum of funds under our management.

Example:

- For a fund of £50,000 our fee would be £500 per annum
- For a fund of £100,000, our fee would be £1,000 per annum
- For a fund of £250,000, our fee would be £2,500 per annum

### Paying our ongoing charges

Payment of ongoing charges can be made either by:

1. Deduction from your investment(s) on a monthly, quarterly, six-monthly or annual basis, where the product / platform provider is able to offer this facility.
2. A regular fee, paid by cheque or bank transfer.

Ongoing services can be cancelled at any time by simply informing us in writing but please note that we reserve the right to charge you for services provided prior to cancellation.

Before we provide you with our advice we will add together all the costs and charges payables so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information. These charges will be outlined in our suitability report.

### Referrals to a Discretionary Fund Manager (DFM)

As part of our service we may decide to refer you to a Discretionary Fund Manager (DFM) to manage some of your investments. We will only do this if we think it is a suitable solution for you. We will explain to you in writing why we have recommended the services of a DFM and how the selected DFM will manage your money.

Where appropriate, we may refer you on to a DFM. If, having assessed your needs and objectives, we consider that a DFM service is an appropriate solution for you we will:

- Undertake appropriate due diligence and recommend a DFM service/provider that we believe best meets your needs and objectives.
- Attend initial meetings with you and the DFM.
- Ensure that your relationship with the DFM is established correctly.
- Review the DFM's performance on an annual basis.
- Attend annual review meetings to ensure the DFM service continues to meet your agreed needs, objectives and mandate.

There will be no additional charge for providing this service. Any work involved is included as part of our initial and ongoing charges for our standard financial planning services.

A DFM may wish to treat us as their client for the purposes of their appointment and if this is the case, we will confirm this to you. In such circumstances you will appoint Shipman Monahans Wealth Management as your agent for the purposes of procuring and entering into an agreement with the relevant DFM to provide certain portfolio management services to you. Where we have appointed a DFM to undertake such services to you, they will manage your portfolio (rebalancing or making changes to it as and when they see fit) in accordance with the mandate provided by us as your agent. As such you hereby authorise us to bind you into a mandate with a DFM in respect of portfolio management services on your behalf.

We will be categorised as a "professional client" of the DFM under the FCA rules. This categorisation enables a DFM to utilise products which are potentially suitable only for professional clients if it is appropriate to do so.

Under this arrangement there will also be no cancellation rights in respect of such products invested and no right of re-dress to the Financial Ombudsman in respect of the DFM's actions. We will however at all times act in line with our duty of care to you when selecting and providing instructions to a DFM in respect of your portfolio to ensure that the portfolio selection is suitable for you. In the event of any breach by the DFM of their obligations in respect of the management of your portfolio, your right of recourse would be against us as your agent and not the DFM.

## Protection Planning

Our advised protection planning services are suitable if you are looking for the best way to protect you, your family or your business through products such as critical illness cover, health insurance and life cover. We advise on non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers.

You can pay for our advised protection services by:

1. A fee.
2. Commission (where this is available).
3. A combination of fee and commission.

### Paying by fee

Our fee will be based on a fixed fee basis subject to a minimum fee of £500.

Any commission we receive from the product provider can be used to offset the fee. Any surplus will be refunded to you. We will always present you with a personalised quote before undertaking any work that might be charged for.

The following example shows what our typical costs would be:

Average charge to a new client requiring family protection against death and critical illness based on £100,000 of cover		
Administrator	3 hours at £50 per hour = £150	Average cost for protection advice is £740*
Research planner	3 hours at £80 per hour = £240	
Adviser	2 hours at £175 per hour = £350	
*If we received commission from your chosen product provider of £500 this would reduce the fee you pay directly to us to £240		

### Paying by commission

In some limited circumstances (for protection planning business only), we may receive a commission payment from a product provider. Typically, the commission payment will be offset against the charges you owe us for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy, we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.

## 5. OUR OBLIGATIONS

### Recommendations

Before providing advice we will assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you do not want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.

Before making any recommendations, we will carry out a suitability assessment so that we are able to act in your best interests.

We will confirm any recommendations we make in writing (our suitability report) along with details of any special risks that may be associated with the products or investment strategies we have recommended.

We are subject to legal and regulatory requirements to provide advice that is appropriate to your needs but we do not accept responsibility for the subsequent performance of your investments made on the basis of the advice. As you are responsible for your own investment decisions, you can choose to invest against our advice and have the right to decline to follow our advice by not transacting as we advise.

### Best execution

Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we will take all reasonable steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.

We have a best execution policy. If you want to see a copy of it please ask us.

### Anti-money laundering

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We will verify your identity before undertaking any business with you. To do this we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

### Conflict of interests

We will endeavour always to act in the best interests of you, our client. However, circumstances can arise where we or one of our other clients may 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. The conflicts of interest policy is available upon request.

### Other benefits we may receive

From time to time we may attend training events funded and/or delivered by product providers, fund managers and platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Further details are available on request. Under the rules of the regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (e.g product providers), as this would conflict with our independent status.

### Communicating with you

We may communicate with you by telephone, post, e-mail or in person. In certain circumstances, we may ask you to confirm any instructions in writing prior to implementation. All our communications with you will be in English.

By providing your instruction via email, you acknowledge that any email address used and provided to us may be used for such communication going forward. Furthermore you authorise us to continue to use such email address until written notification is received from you of any change to such email address.

Where we communicate by email, you acknowledge and confirm that because of the nature of the internet, the security of emails cannot be guaranteed and the content of email may not remain private or unaltered during internet transmission. We accept no liability for any damages that you or any other party may suffer as a result of the loss of confidentiality or any alteration of any emailed information.

## 6. CANCELLATION

### Termination of this Agreement

We may terminate this agreement by giving you at least 20 business days written notice. You may terminate this agreement 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 this agreement unless otherwise agreed in writing. You will be liable to pay for any services provided prior to termination and any fees outstanding, if applicable.

### Product cancellation rights

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before the conclusion of any contract.

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a **30 day cancellation** period for a life, protection, payment protection or pension policy and a **14 day cancellation** period for all other policies.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be provided to you.

If you cancel a **single premium** contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

## 7. HOW YOU ARE PROTECTED

Shipman Monahans Wealth Management is a trading name of Monahans Financial Services Limited. Monahans Financial Services Limited is authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN.

Our Financial Services Register number is 189954. Our permitted business is advising on and arranging pensions, savings and investment products and non-investment insurance contracts. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

Unless we notify you in writing to the contrary, we will be treating you as a **retail client**. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

### Complaints

If you are dissatisfied with a recommendation we have made you are entitled to make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us:

**In writing:** Simon Ewings, Shipman Monahans Wealth Management,  
Fortescue House, Court Street, Trowbridge, Wiltshire, BA14 8FA.

**By phone:** 01225 970290

**By e-mail:** Simon.Ewings@shipmanmwm.co.uk

Please be assured we treat complaints seriously. For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS'). The Financial Ombudsman Service (FOS) is an agency for arbitrating on unresolved complaints between regulated firms and their clients. Full details of the FOS can be found on its website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Financial Services Compensation Scheme

We are also covered by the Financial Services Compensation Scheme ('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.

**Investments** - most types of investment business are covered for up to a maximum of £85,000.

**Insurance** - advising and arranging is covered for 90% of the claim, without any upper limit.

We may also, on occasion, advise on other financial products which are not regulated by the Financial Conduct Authority (FCA). The Financial Services Compensation Scheme does not apply to any of these products.

Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk/consumer](http://www.fscs.org.uk/consumer).

## 8. GENERAL

### Client information

You acknowledge that you need to provide reasonable assistance to and engage positively in the advice process to enable Shipman Monahans Wealth Management to provide services effectively. This will include providing information in a timely fashion both for initial and ongoing advice services and accordingly, you shall at all times act in good faith to co-operate with Shipman Monahans Wealth Management as we reasonably require. Furthermore, you acknowledge that any information provided by you is complete, accurate and up-to-date.

We cannot be responsible nor liable for any costs or losses sustained or incurred by you as a result of us providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

### Exclusions on Liability

We shall not be liable for any error of judgement or any loss suffered by you in connection with the services we provide to you under this Agreement (and in particular, but without limitation, we shall not be liable for any loss which may be sustained in the purchase, holding or sale of any investments or other assets in connection with those services) unless such loss arises from our negligence, wilful default or fraud.

We are not liable to you for any loss arising from any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid or any losses that are not reasonably foreseeable at the time you gave us an instruction. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us at the time of implementing an investment.

We are not liable to you if we fail to take any action which, in our opinion, would breach any regulatory requirement or market practice. To the extent that there is any conflict between this agreement and our duties under any regulatory requirement or market practice, we will act in a way we reasonably consider necessary to comply with any regulatory requirement or market practice and will not be treated as having breached this agreement as a result.

We cannot be held responsible for delays beyond our control. If our performance of the services is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the agreement and receive a refund for any services you have paid for but not received."

Our aggregate liability to you under this agreement shall be limited to £1,000,000 (£1m).

Any claim brought against us must be notified to us within 6 years of the date of our advice.

Nothing in this paragraph attempts to exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for any breach of our duties under the regulatory system, death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of those legal rights in relation to the services which are granted to you by statute and may not be limited or excluded.

### Jurisdiction

This agreement is governed by and should be interpreted in accordance with English law and you agree to submit to the non-exclusive jurisdiction of the English Courts.

### Legal and accounting advice

Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

### Record keeping

We may record telephone conversations, video calls or any other electronic communication for training or monitoring purposes. We retain copies of such records for a period of at least 5 years in which such records will be available on request during that period.

### Third Parties

You agree that we cannot be held liable for any loss resulting from third party insolvency or failure of a third party to act with due skill, care and diligence. This is subject to our having exercised reasonable skill and care in selecting the third party for this role, in accordance with our due diligence procedures.

### Investment related

#### Documentation

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

#### Investment Performance & Risks

Please be aware that investments 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, investment strategies or other products we recommend will be confirmed to you in your suitability report. Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.

Although we will explain the risk of any investment products as part of our advice process, it is important that you understand the risk associated with the relevant product. If you are unsure about the way the product or recommendation works or require any further clarification, please ensure that you raise this with us.

It is important to note that some of the services and products provided by us may be affected by adverse tax consequences. Neither Shipman Monahans Wealth Management nor its employees are qualified to render tax advice or to prepare tax documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a tax adviser any tax implications that may arise during the course of discussions with us.

## Insurance related

### Providing information to your insurer

Your insurance / protection cover is based upon the information you provide to the insurance company. Where you are buying insurance as an individual, this means that you must take 'reasonable care' to answer all questions asked by the insurer fully and accurately. Once cover has been arranged, you must immediately notify the insurers or us of any changes to the information that you have already provided. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other clients (e.g. commercial clients) must still disclose all 'material facts' (any information that may influence the insurer's decision over cover or terms) prior to inception and throughout the period of the policy. Again, failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.

## 9. PROTECTING YOUR PERSONAL INFORMATION

- In delivering our services properly we will need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Processing of your personal data is necessary for the performance of our contract for services with you. Generally this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you.
- We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service we will need to pass certain personal details to the product or service provider.
- We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us.
- Any data will only be shared with such third parties for the purposes of enabling us to perform our obligations to you under the agreement or where there is a legitimate interest in us doing so.
- Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.), provided that neither we or any third party shall contact you for marketing purposes unless you have expressly consented to this.
- The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.
- We will issue you with our Privacy Notice, upon request, or you can view this on our website <http://www.shipmanmwm.co.uk/privacy.asp>
- The Privacy Notice is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.
- As part of this agreement we will ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- **Special categories of personal data:** there are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.
- If you are concerned about any aspect of our privacy arrangements please speak to us.
- The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as

described above we require your consent by indicating your agreement as detailed under 'Section 10 – Your Consent'.

### Shipman Monahans Wealth Management – Client Document Exchange 'Portal'

- We have introduced a new Client Document Exchange 'Portal' to communicate with you securely, allowing us to exchange documents and information quickly and safely. This portal is recognised and trusted all over the world by individuals and organisations. It is a safe and audited document distribution and management system which will allow you to receive and then digitally 'sign' documents from within your own protected portal. We would recommend that you also use the portal when sending information to Shipman Monahans Wealth Management – especially anything that is specific to you and contains detailed and sensitive financial information.
- The Client Portal is a far more secure and safe way of exchanging highly personal and sensitive financial information.
- With the introduction of the Client Portal it is important to check we hold the correct email address for you.

### MISCELLANEOUS

A failure or delay by any party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

If a Court finds any provision or part-provision of this agreement invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deleted of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of this agreement.

## 10. YOUR 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 them. If you do not understand any point please ask for further information. This Client Agreement replaces any previous agreements and understandings we have with you, and will only be modified where confirmed in writing.

- I/We acknowledge that the Client Agreement will come into effect once it has been signed by all parties and will remain in force until terminated.
- This agreement is governed and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.
- I/We consent to the processing of sensitive personal data as far as it is necessary for the services I/we require from Shipman Monahans Wealth Management.
- I/We consent to Shipman Monahans Wealth Management carrying out electronic verification checks in respect of my/our identity.

### Agreed Services & Charges

Initial Service	Tick to confirm	Details of agreed fees
Financial Planning Report Service	✓	£ to be invoiced on completion, unless proceeding to Implementation Service.
Implementation Service		1.5% of the value of the investment transaction(s) to be invoiced on completion
	✓	OR 1.5% to be deducted from the investment platform
Ongoing Services	Tick to confirm	Details of agreed fees
Financial Review Service	✓	1% per annum deducted from the investment platform

Client Name(s):	
Client Signature(s):	
Date:	



## 10. YOUR 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 them. If you do not understand any point please ask for further information. This Client Agreement replaces any previous agreements and understandings we have with you, and will only be modified where confirmed in writing.

- I/We acknowledge that the Client Agreement will come into effect once it has been signed by all parties and will remain in force until terminated.
- This agreement is governed and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.
- I/We consent to the processing of sensitive personal data as far as it is necessary for the services I/we require from Shipman Monahans Wealth Management.
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Client Name(s):	
Client Signature(s):	
Date:	