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No Offer

No information or content contained on these pages should be construed as an offer by Nest Egg Capital. All services offered by Nest Egg Capital are subject to signature of the appropriate application forms, mandates and/or any other documentation relating thereto and are governed by the standard terms and conditions of Nest Egg Capital in respect thereof Nest

Egg Capital be bound in any manner until a formal written agreement has been entered into. Nest Egg Capital reserves the right to reject at its discretion any application submitted for services contained on this website.

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Information transmitted via the Internet, including e-mail, is susceptible to monitoring and interception. You are discouraged from transmitting to Nest Egg Capital any information, which may be confidential, proprietary or sensitive. You shall bear all risk of transmitting such information in this manner and under no circumstances will Nest Egg Capital be liable for any loss, harm or damage suffered by you as a result thereof. Nest Egg Capital reserves the right to request independent verification of any information transmitted via email.

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Regulation and Compliance

Nest Egg Capital is a licensed financial services provider and our business is regulated by the Financial Sector Conduct Authority (FSCA).

Nest Egg Capital is committed to the Treating Customers Fairly ("TCF"). For further information on the TCF outcomes, please contact us directly.

Promotion of Access to Information Act

Section 51 of The Promotion of Access to Information Act No. 2 of 2000 requires that we, as a private body, compile a manual giving information to the public regarding the procedure to be followed in requesting information from us for the purpose of exercising or protecting rights. A copy of our PAIA Manual may be obtained from our offices or upon written request to Nest Egg Capital.

Governing Law

Financial Advisory and Intermediary Services Act, no 37 of 2002 ("FAIS")

Nest Egg Capital is an authorised financial services provider in terms of the Financial Advisory and Intermediary Services Act No. 37 of 2002 (FAIS).

Financial Intelligence Centre Act, no 38 of 2001 ("FICA")

As an accountable institution, we are required to comply with FICA and other anti-money laundering legislation such as Protection of Constitutional Democracy Against Terrorist and Related Activities Act, No 33 of 2004 ("POCDATARA"). FICA requires us to establish and verify the identities of our client according to the 'Know Your Client' provision of the Act, prior to transacting. In addition, FICA requires any suspicious transactions to be reported to the Financial Intelligence Centre.

Corporate Governance

In terms of good corporate governance and in addition to complying with our primary legislation, Nest Egg Capital provides the following statutory disclosures and information:

License Status

Nest Egg Capital (Pty) Ltd is licensed as a Category II Discretionary Financial Services Provider in terms of FAIS, license number 48083.

Professional Indemnity, Fidelity Insurance or Guarantees

Nest Egg Capital holds professional indemnity insurance underwritten by.

Conflict of Interest Disclosure

The FAIS General Code of Conduct covers conflict of interest and requires that intermediaries disclose to their clients the existence of actual or potential conflicts of interest. This means any situation in which an intermediary or representative has an interest that may influence the objective performance of his obligations to his client or may prevent an intermediary from rendering an unbiased financial service.

We have adopted and implemented a Conflicts of Interest Management Policy to ensure that we comply with FAIS and we confirm that, in the event that there is a potential conflict of interest in respect of the service rendered the interest of our client will be given priority over our own interests and the client will be informed of any potential conflicts of interests.

A full copy of our Conflicts of Interest Management Policy may be obtained from our offices or upon written request to Nest Egg Capital, e-mail: (email address)

Complaints Resolution Procedure

If you are dissatisfied with any aspect of the financial service provided by Nest Egg Capital, your first course of action will be to contact the following person in writing with full details of the problem, you have encountered:
(name of key person), the registered key person
Company's postal address:
(postal address)

The complaint should include the client's details, details of the complaint and any documentary proof, where applicable.

Upon receipt of the above-mentioned information relating to the complaint, your complaint will be acknowledged by a Nest Egg Capital employee, who will assist in the resolution of your complaint.

Where possible, Nest Egg Capital shall endeavour to resolve your complaint within 5 business days of receipt, taking into account the nature of the complaint.

Nest Egg Capital will keep a full record of each complaint received and all subsequent correspondence for such periods as prescribed by the relevant legislation.

If you are dissatisfied with our response, you are entitled to refer the complaint to the FAIS Ombudsman whose offices have been established to provide clients with a redress mechanism for any inappropriate financial advice or intermediary services that may have been given.

The details of the FAIS Ombud's office:

FAIS OMBUD,
Kasteel Park, Orange Park, 2nd Floor, 546 Joechemus Street,
Erasmus Kloof, Preoria
Tel (012) 762 – 5000.
www.faisombud.co.za

Compliance Officer Details

The Nest Egg Capital Compliance Officer is:
Cobus van Schalkwyk
cvanschalkwyk@masthead.co.za
021 555 4121

Risk & No Liability

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Force Majeure

Nest Egg Capital will not be held responsible for a failure in performance or breach of these terms and conditions caused by circumstances and/or an event beyond our control, including any interruption, malfunction, breakdown or failure of power supply, the internet, the website, any telecommunications systems, or any computer hardware or software.

Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa.

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