



Mortgage Client Engagement

This Agreement is made between Dartington Wealth Management of 5b Clifton Court, Cambridge CB1 7BN

and _____

Whose correspondence address is:

This Engagement incorporates our Mortgage Client Agreement and sets out the basis on which we work and what we charge for our services.

We recognise that all our clients have different financial circumstances, needs and objectives and we will therefore work with you to identify a suitable mortgage arrangements, and protection policy if appropriate.

In order to clarify the expectations of all parties and to provide transparency of charges we set out in this document our services and the associated fees. Please feel free to contact us if you wish to discuss any aspect of the terms of this Agreement.

Version : 05/2018

Who are we?

Dartington Wealth Management Ltd starting trading in July 2016 but its origins go back to 1962 when the business was called C C Lee & Co.

We work alongside your other trusted advisers (solicitors, accountants, court appointed deputies) to provide impartial fee based independent financial advice and wealth management services to individuals (private clients), business owners, charities and trustees.

We believe that we deliver imaginative bespoke solutions to help you achieve your financial goals and objectives. As part of this process we aim to minimise your investment costs and the impact of taxation on your investments, so your money works harder for you.

Financial services to meet your personal needs and objectives.

Combining our values with our approach to dealing with clients, and the use of the latest technology available, we provide a modern and reliable service designed to help you achieve your financial goals but with old fashioned values built on trust and accountability.

We provide our services whenever they are needed, including during difficult times. Our services include advice on pensions, retirement, during divorce, general financial planning, funding long term care needs for you or a relative, or helping you manage your investment portfolio.

Most importantly, we care about acting in the best interests of our customers. We understand that treating customers fairly, honesty, accountability and transparency are key to helping you achieve prosperity.

What is financial planning?

Financial planning involves working out how you are going to afford to have the things you most want in life.

That may be to achieve short term goals, like buying a second property, or educating your children, or longer term goals, like planning for your retirement or care needs in later life.

Even financially astute people benefit from the expertise of a professional financial planner. By spending time discussing your financial objectives with you, and conducting a detailed analysis of your finances, aims and objectives, our financial plans help achieve clarity, a step plan, an investment strategy, and then we help you monitor your progress each year to keep you on track.

Furthermore, asking us to prepare a financial plan doesn't need to involve you buying any products or services, it can be a one-off exercise to point you in the right direction and or give you the comfort that you're on the right course.

Experience.

It's a bit of a cliché but experience is not something you can buy. Each financial adviser at Dartington Wealth Management has many years financial services experience. That means you can feel confident that between us we have faced just about every situation possible and are likely to have the experience of how best to provide the most appropriate solutions.

What value do we bring to a client relationship?

The key values we bring to our working relationship are:

- Your peace of mind
- Our expertise
- Our experience
- Our awareness of the financial markets
- Our awareness of financial products

Our service is personal to you and we will agree a plan in order to ensure our recommendations remain appropriate. We will make sure that we understand what you want to achieve and provide information in a way that gives you confidence and is easy for you to understand.

We will make sure you always have the information that must be provided to you. Because every client is different, some may want additional technical information we can provide. Conversely some clients just need to know that we are following the agreed plan and are confident in our abilities, which of course we do for all our clients.

Your mortgage requirements

Our passion and beliefs help create our philosophy on how we aim to provide the best possible support to help meet your financial objectives.

Everything we prepare and construct is designed to meet The Financial Conduct Authority's (FCA's) expectations which are communicated to Dartington Wealth Management via regular updates and guidance notes. The guidance from the FCA is designed to ensure we follow best practice, keep up to speed with developments and maintain our robust process which helps us deliver good client outcomes.

Therefore, this agreement is designed to confirm and formalise our recent conversation regarding services you need in connection with arranging your mortgage. It sets out the terms under which a fee will be payable by you in connection with the services to be provided.

We will require you to provide up to date and accurate information of your personal circumstances and financial planning objectives.

We will then report to you in writing clearly documenting our recommended course of action. Our recommendations will be made on the basis of the written information provided by you and will take into account the objectives stated by you.

All the information given to us, and the recommendations and advice provided by us to you will be kept confidential and will not be disclosed to anyone, except as we agree in writing, or to whom we are regulatory obliged to. You may, however request that a copy of your details may be available to your Accountant or Solicitor.

We are authorised by the Financial Conduct Authority

Dartington Wealth Management is Authorised and Regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website: www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.

The services we offer

Dartington Wealth Management is able to act on your behalf in advising you on mortgages, investments and non-investment / insurance contracts. We offer products and services as follows:

Mortgages - we offer an Independent advice service. We will recommend a mortgage based on a comprehensive and fair analysis of the market. We will place no restrictions on the Investment Markets we will consider before providing investment recommendations, unless you instruct us otherwise. We will however only make a recommendation when we know it is suitable for you.

Non-investment Protection Contracts - we offer non-investment protection products which are, term assurance, income protection and critical illness from a range of insurers.

Your aims and objectives

Unless we notify you in writing to the contrary, we will be treating you as a "retail client" for investment business and a "consumer" for insurance business. 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.

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 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.

With very few exceptions, we will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

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 conclusion of any contract. We will issue any documentation or recommendations and any other communication to you in English.

We may also, on occasion, advise on financial products that are not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products.

Our Ethical Policy

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business.

In doing so, we will:

- be open, honest and transparent in dealings with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon;
- seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.

Our fees for arranging your mortgage

Our minimum fee for arranging your mortgage is normally £495 and our fee will become payable when your mortgage application has been submitted. We will not issue a refund if we have charged you a fee and your mortgage does not go ahead because we will have already carried out the work of completing and submitting your mortgage application on your behalf.

We may also receive a commission known as a 'procuration fee' from the mortgage lender.

You will receive a Key Facts Illustration when considering a particular mortgage which will tell you about all the fees relating to it and the likely total cost of your mortgage over the chosen term.

We may also receive a commission for arranging a protection policy designed to cover your mortgage (typically a life insurance policy) in the event of your death because the end of the mortgage term. Any commission we receive for arranging such a policy will be disclosed to you.

Example 1

If we arrange a mortgage on your behalf of £250,000 we would charge £495.00 arrangement fee and if the lender pays us a procuration fee of 0.45% we would receive £1,125 making a total of £1,620 (£495 + £1,125).

Example 2

If we arrange a mortgage on your behalf of £500,000 we would charge £495.00 arrangement fee and if the lender pays us a procuration fee of 0.40% we would receive £2,000 making a total of £2,495 (£495 + £2,000).

Example 3

If we arrange a mortgage on your behalf of £1,000,000 we would charge £495.00 arrangement fee and if the lender pays us a procuration fee of 0.50% we would receive £5,000 making a total of £5,495 (£495 + £5,000).

Hourly fees

There may be occasions when we provide services related to mortgages when we would charge you on an hourly rate. For example, if you are getting divorced and require a mortgage affordability statement or you have requested a mortgage in principle certificate from a mortgage lender. In these cases the hourly fee rates are as follows:

Hourly rates:

Chartered/Certified Financial Planner	£210 per hour
Financial Adviser (Diploma Qualified)	£180 per hour
Paraplanner	£150 per hour
Administration	£105 per hour

VAT

Under current legislation financial intermediation services are not subject to VAT but should this change in future, and where VAT becomes due, we will notify you before conducting any further work. Other services may be subject to VAT.

Cancellation rights for life and protection policies

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

For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

If you cancel a single contribution contract, you may not get back the full amount you paid as there will be a deduction by the product provider for the time the policy was 'on risk'.

Instructions

We prefer to receive instructions in writing in order to avoid future misunderstandings. However, we may accept oral instructions provided they are confirmed in writing later.

Material interest

We will act honestly, fairly and professionally; known as conducting business in a 'Client's best interest'. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interest, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure your fair treatment.

In accordance with the rules of our regulator, The Financial Conduct Authority, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

Complaints

If you wish to make a complaint you should write to the Compliance Officer at Dartington Wealth Management Ltd, 5b Clifton Court, Cambridge CB1 7BN or telephone 01223 211 122.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you are not satisfied with the outcome of your complaint, you may be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk. Telephone 0800 023 4 567.

Compensation scheme

If you make a complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. Investment business will normally be covered up to a maximum of £50,000.

Further information about the amount and limits for all other product types are available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

Anti-money laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose 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.

Law

This client agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Force Majeure

Dartington Wealth Management shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving **30 days' notice in writing** to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

Data Protection

The information you have provided is subject to the General Data Protection Regulations ("GDPR") 2016. By signing this document you consent to us or any company associated with us for processing, both manually and by electronic means, your 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, the FCA 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.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the EU. Where this is the case we will take reasonable steps to ensure the privacy of your information is protected in line with the GDPR.

We may also contact you with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested. The information provided may also contain sensitive personal data for the purposes of the GDPR, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions; religious or similar beliefs; sexual life; or your membership of a Trade Union.

If at any time you wish us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please let us know. You may be assured that we will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. 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 personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

Declaration & Confirmation

I/we understand that this is your standard Engagement and Mortgage Client Agreement upon which both parties intend to rely. I/We confirm that we have read and understand the terms of this Agreement before signing this declaration and confirmation.

I/We have agreed to pay Dartington Wealth Management: £..... fee for arranging our residential, second home, buy to let or equity release mortgage.

I/We confirm that I/we have read the terms of this Agreement carefully before signing it and as expressly required by the General Data Protection Regulations (GDPR):

I/we am/are aware of my/our rights under the General Data Protection Regulation (GDPR) and have given my/our express consent to be contacted in relation to my/our financial requirements.

I/we have given consent for you to hold my/our personal data as contained within the client record and to share it with other companies for the express purpose of the arrangement and administration of financial products.

I/we am aware that I/we have the right to request access to information that my adviser holds on me/us. I/we also have the right to request that personal data held on me/us is rectified or erased, or object to processing as well as the right to portability other than that legally required to be held and maintained by the Financial Services Authority (FCA).

First Client Name:.....

Signature:

Second Client Name:.....

Signature:

Date of signature(s):