

Employer Name:

Authorisation Statement

Dartington Employee Benefits is a trading style of Dartington Wealth Management Ltd ("Dartington") which is Authorised and Regulated by the Financial Conduct Authority firm reference number 717593. 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.

Our Services

Dartington will act on your behalf in advising you on and arranging group pension and group risk insurance schemes. We offer products and services as follows:

- **Auto-Enrolment Services** - we offer an independent advice service and will recommend workplace pension products based on a comprehensive and fair analysis of the market and your organisations requirements. We will only make a recommendation when we know it is suitable for you.
- **Non-Workplace Pension Schemes** - we offer an independent advice service and will recommend non-workplace pension products based on a comprehensive and fair analysis of the market and your organisations requirements, e.g. self invested pension plans and small self-administered schemes.
- **Group Risk Insurance Schemes** - we offer an independent advice service and will recommend group risk insurance products based on a comprehensive and fair analysis of the market and your organisations requirements, e.g. life insurance ('death in service'), income protection, private medical insurance and critical illness products.

Services Available to the Employer

- Advice and assistance on selecting an appropriate scheme(s) for its employees.
- Establishing the scheme with the preferred provider.
- Providing advice on the operation of the scheme and how to communicate with employees on their entitlement and enrolment in the scheme(s).
- Annual reviews of the scheme to ensure it continues to meet the expectations of the employer and its employees.
- Continuing reviews and support to ensure the scheme complies with automatic enrolment and other relevant legislation.
- Ongoing advice and guidance regarding the employer's responsibilities under pensions' reform.

Services Available to the Employees

- Communicate with employees who become eligible to enrol in or join the scheme.
- At the instruction of the employer provide group presentations to eligible employees outlining the benefits and conditions of enrolment.
- Where requested by the employer, hold individual clinics to provide information and advice on pensions, contributions, personal funding levels and investment options if applicable.
- On-going support and administration of their individual scheme policy.

Initial Discussion

When talking to new or potential customers we are happy to offer you an initial discussion (without charge or commitment) at which we will describe our services more fully and explain our fees. If you decide to use our services we will:

- Gather and analyse your employee data, product requirements and your aims and objectives;
- Go to the market to tender for the best available terms;
- Provide a written report and recommendation for the appropriate product(s) and explain any actions we think you should take;
- With your agreement implement the relevant solutions for you.

Your Aims and Objectives

Any advice or recommendation we offer to you will only be given after we have assessed your needs and considered your organisations objectives. 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 particular 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 the conclusion of any contract.

We will issue any documentation, recommendations and any other communication to you in English.

We may also, on occasion, advise on other financial products which 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, but we will confirm this to you in writing.

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 the way we deal 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.

Cancellation Rights

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, pure 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.

VAT

If we do not implement a product, are providing an ongoing service or simply providing a generic recommendation, our services are subject to VAT. Where we implement a product on your behalf as a result of a recommendation (e.g. a workplace pension, non-workplace pension or group insurance product) our services may be exempt VAT as financial intermediation.

Documentation

We will endeavour to make sure arrangements are registered in your name or your company's name. 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 all to you at the same time.

Instructions

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing.

Complaints

If you wish to register a complaint, please 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 cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk or by contacting them on **0800 023 4567**.

Compensation Scheme

If you make an eligible 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 £85,000.

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

Data Protection

The information you have provided is subject to the Data Protection Act 1998 (the "Act") and General Data Protection Regulation (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 or 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 UK. Where this is the case we will take reasonable steps to ensure the privacy of your information.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) 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 Act and 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 want us or any company associated with us to cease processing your sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 01223 211 122 or in writing at Dartington Wealth Management Ltd, 5b Clifton Court, Cambridge CB1 7BN.

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 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.

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 of our advice process.

Conflicts of Interest

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.

Disclosure of Charges and Fees

All charges and fees are fully disclosed to you in this Agreement and or confirmed in your suitability report and or relevant product disclosure information that is provided to you. There is no additional cost to you for using a means of distance communication.

What is included in our Annual Fee

Our services include providing ongoing administration support and assistance with ongoing employer and member queries, joiners, leavers, liaising with your payroll and claims.

Where the annual fee being charged for our service is £3,000 or more, we will include the provision of one annual presentation to staff about their pension and or other benefits.

What is not included in our Annual Fee

Advice to individuals, 1-2-1 employee meetings, scheme guides and other bespoke literature for the employer, reviewing your staff handbooks and employment contracts. These are not services included in our normal annual retainer and will be charged separately and in addition to our annual fee at the relevant hourly rate. In some circumstances, we may agree a fixed fee for these additional services or a higher annual retainer, rather than charge you an hourly rate.

Paying for our Service

We offer a choice of payment methods for our ongoing fees so that you can select the method that best suits you. These options include paying our fees by cheque or BACS payment to our bank account. We do not accept payments by cash or cards. Our fees must be settled within 14 days of the date of invoice.

Our annual fee will increase by CPI or 3% each year if higher.

Our Hourly Rates

Chartered Financial Planner	£230 per hour
Financial Adviser (Level 4 Qualified)	£200 per hour
Technical (e.g. Client relationship Manager)	£150 per hour
Administration	£105 per hour

Example 1.

if a Diploma adviser spends 3 hours working with you, a client relationship manager spends 4 hours and an administrator 1 hour; our fee would be £1305 (3 x £200 and 4 x £150 and 1 x £105).

Example 2.

If a Chartered adviser spends 3 hours working with you, a group risk specialist spends 4 hours and an administrator 1 hour; our fee would be £1395 (3 x £230 and 4 x £150 and 1 x £105).

Example 3.

If a Diploma adviser spends 4 hours working with you, a client relationship manager spends 6 and an administrator 1 hour; our fee would be £1805 (4 x £200 and 6 x £150 and 1 x £105).

PLEASE NOTE: Once you have instructed us to commence working on your behalf 50% of our total fee will be payable. Once we have researched the market, completed the tender process (if applicable) you will receive a written report and recommendation and a further 25% of our fee will be due. The final 25% of our fee is due once your scheme has been implemented.

Discounts for Multiple Schemes

We may offer a discount for additional schemes we set up on your behalf depending on the requirements and complexity involved.

***Prices quoted above are subject to VAT.**

WORKPLACE AND NON-WORKPLACE PENSION SCHEMES

When we set up a workplace pension or non-workplace pension scheme for an employer, we will charge a fee. A guide to the likely fee is:

Fee Estimate

Where no tender process for scheme selection is required:	£1,000 to £2,000.
Where a tender process for scheme selection is required:	£2,000 to £3,000.

The actual fee payable will depend on the scheme requirements and the level of work involved. Where fees are charged hourly, the hourly rates are in accordance with the table above.

GROUP RISK SCHEMES

Group risk policies can be set up on a fee basis or a commission basis. If you instruct us to work on a commission basis, the commission may not be sufficient to cover our costs. If that is the case we will inform you of what fee would be payable in addition to the commission we receive.

Once instructed to act on your behalf **our minimum charge for group risk services is £900** whether we have been instructed to work on a commission or fee basis. This is equivalent to 6 hours at our technical hourly rate and is to cover the cost of the work carried out on your behalf in assessing your needs, aims, objectives and obtaining quotations from the provider(s). This fee is payable whether or not you decide to implement the scheme once the work has been done.

If we have arranged a contract for you on a commission basis and you subsequently stop the policy and we are obliged to refund the commission received, or part thereof, we reserve the right to charge you a fee representing the amount we have had to repay to the insurer. If this happens we will confirm the exact amount of the fee that will need to be paid by you, in writing.

Other Services

Other services may include workplace visits for staff presentations or individual staff meetings, salary exchange calculations, individual or bulk pension transfers and **these services are not normally included in within our annual fee**. These will be charged at the appropriate hourly rate (see above) and we are happy to provide you with an estimate of the fees in advance of commencing any work.

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 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 one month's notice in writing to the other, but without prejudice to the completion of transactions already initiated and after a minimum contract term of 12 months where an ongoing service has been selected. Any transactions effected before termination and any period charges or fees for services shall be settled to that date.

This is our standard Employee Benefits Client Agreement upon which we intend to rely. For your own benefit and protection you should read the terms of this agreement carefully before signing it.

If there is anything you do not understand please ask us for clarification or further information.

SERVICE(S) PROVIDED

£ FEE (INITIAL / AD HOC / ANNUAL)

Our annual fee is invoiced yearly or quarterly in advance.

Therefore, we will invoice you **AMOUNT £** **QUARTERLY:** **YEARLY:** [please tick]

on the due date and **our fee will increase by CPI or 3% each year if higher. *Prices quoted above are subject to VAT.**

Client Declaration

I/we authorise the transfer of information on a confidential basis between Dartington and any such third parties as and when warranted subject to the restrictions of the Data Protection Act and General Data Protection Regulations (GDPR).

I/we also confirm that we give our consent [please tick] for you to contact us by telephone, email, SMS or letter.

Please sign this declaration and consent page confirming you have read, understand and accept this agreement and agree to pay our fee. The minimum contract term is 12 months.

Retain one copy of this signed agreement for your records and return one copy to us.

Name(s)

For and on Behalf of

Signature(s)

Date of Issue

Client Agreement **05/05**

Version 05.2020

Dartington Employee Benefits
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