



This Agreement is made between Dartington Wealth Management Limited whose registered office is 4 Clifton Court, Cambridge CB1 7BN.

And:

Whose correspondence address is:

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

The Services We Provide

The financial planning service we provide is personal to you. We provide initial advice when we start advising you or when your circumstances change, together with an ongoing advice service in order to ensure our recommendations remain appropriate. The outcome of our advice will usually involve arranging investments or protection products for you. We provide holistic advice based on the information you provide to us, but sometimes restrict advice to a specific area by mutual agreement. 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.

Our ongoing advice service makes sure we keep your goals at the front of your financial planning. You may contact us at any time when you need advice or administrative assistance. However, we will ensure we meet with you once a year (subject to agreeing a mutually convenient time to meet) to:

- update the records we hold about you
- understand whether or not your objectives have changed
- understand whether your attitude to risk or capacity to bear losses has changed
- provide you with a portfolio valuation
- review your investments
- confirm that the advice we have previously provided to you remains appropriate or recognise when your circumstances have changed, leading to new initial advice recommendations
- make recommendations for any new monies that need investing

FCA Authorisation

Everything we prepare and construct is designed to meet The Financial Conduct Authority's (FCA) 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 robust processes which help us deliver good client outcomes.

Dartington Wealth Management Limited is Authorised and Regulated by the FCA; firm reference number 717593. The 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 Investments and Products We Offer

Dartington Wealth Management can act on your behalf in advising you on investments and non-investment insurance contracts. We offer products and services as follows:

Investments – we provide independent investment advice. We will consider a range of regulated products from the available market that can meet the investment objectives of a retail client, but we will only provide a recommendation to you when we know the product is suitable.

You should be aware that investments carry varying degrees of risk and, as their underlying value can fall as well as rise, you may not get back the full amount invested.

Non-investment protection contracts – we are an intermediary and will act on your behalf when providing advice and making our personal recommendations to you. We will do this based on a fair and personal analysis of insurers for term insurance, whole of life insurance, critical illness insurance or income protection.

Your Client Status and the Basis of our Recommendations

Unless we notify you in writing to the contrary, we will treat 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 recommendations we offer to you will only be given after we have assessed your needs and considered your financial objectives, attitude to risk and capacity to bear any losses. We will also take into account any restrictions that you wish to place on the types of products or investment strategy 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 specific 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 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.

Insistent Clients

The FCA deems an Insistent Client as an individual who has received advice (i.e. a personal recommendation) and chooses to do something different than what was recommended. We rely on our advisers' experience and expertise to advise our clients based on our clients' individual circumstances and objectives. While we recognise that, at times, there may be differences in opinions, in the interests of our clients' and our own protection, we will not act or intermeddle on behalf of Insistent Clients.

Initial Meeting at Our Expense

We offer you an initial consultation at our expense at which we will describe our services and how we work in more detail. We will also explain our fees and the payment options.

Initial Advice and Fees

We charge for our investment services by way of a fee based on a percentage of the investment made, subject to a minimum fee for the type of advice provided. The fee is tiered for larger investments. Please refer to the table below.

| Initial Advice Fees | |
|---------------------|-------|
| Amount Invested | % Fee |
| Above £500,000 | 0.50 |
| Up to £500,000 | 1.00 |

Standard Advice

Advice that typically involves retail savings and investment products, and investment platforms. This will usually involve advice on Individual Savings Accounts (ISA) and Individual Pensions (SIPP and PPP) and General Investment Accounts (GIA) implemented by the firm. **Minimum initial fee £2,000.**

Advanced Advice

As above but also involves a degree of bespoke financial planning. This would include calculating use of past, current and future allowances, product transfers, liaising with existing providers for additional information including fund values, past contributions and underlying investment holdings, and Later Life Care Planning (regulated and unregulated). **Minimum initial fee £3,500.**

Complex Advice

Advice that is more complex, even where it uses retail investment products, and is likely to require cashflow modelling. This may also involve estate planning and the use of tax-planning vehicles including Enterprise Investment Schemes (EIS), Seed Enterprise Investment Schemes (SEIS), Venture Capital Trusts (VCT) and Business Relief schemes. **Minimum initial fee £5,000. However, where we provide advice on Defined Benefits Pension Transfers our minimum initial fee is £7,500.**

Example 1

If we provide Standard Initial Advice for an investment of £200,000 our initial fee will be £2,000. This is equivalent to 1.00% and is our minimum fee for Standard Initial Advice.

Example 2

If we provide Advanced Initial Advice for an investment of £300,000 our initial fee will be £3,500. This is equivalent to 1.17% and is our minimum fee for Advanced Initial Advice.

Example 3

If we provide Complex Initial Advice for an investment of £750,000 our initial fee will be £6,250 which is equivalent to 0.83% (£500,000 x 1.00% plus £250,000 x 0.50%). This is more than our minimum fee for Complex Initial Advice, and you will benefit from our large investment discount, which is why the fee is less than 1%.

Our initial fee is normally capped at £10,000 for Standard Advice.

For whole of life insurance our fee is 1% of the sum assured **capped at £10,000 per policy**. For term insurance, critical illness insurance and income protection products we will receive the provider commission on that product.

Please note that you are liable for a proportion of our fee after each stage of the process as follows:

1. 50% up to and including the initial fact-finding and analysis of your affairs.
2. 75% up to and including our written report and recommendation.
3. 100% up to and including the implementation of our recommendation.

You will only be asked to pay stages 1 and/or 2 if you decide not to proceed to stage 3. If you do proceed to stage 3 and implement our recommendations, payment of our initial fee can be taken from your investment or paid directly by you. If you do not proceed to stage 3 and/or do not implement our recommendation our fee will be subject to VAT as no 'intermediation' will have occurred.

Hourly Fees

There may be occasions where we agree to ad hoc work on an hourly fee rate. If so, our hourly fees are:

| | |
|-------------------------------|---------------|
| Chartered Financial Planner | £260 per hour |
| Financial Adviser (Diploma) | £220 per hour |
| Paraplanner/Technical Support | £170 per hour |
| Administrator | £120 per hour |

VAT

Under current legislation financial intermediation services are not subject to VAT but should this change in future, and/or where VAT is due on our services, we will notify you. Intermediation involves the setting up of a financial product on your behalf.

Ongoing Advice and Fees

We also charge for our ongoing advice services by way of a fee based on a percentage of the investments held, subject to a minimum fee for the type of advice provided (as defined earlier on page 3). **This ongoing advice fee is also tiered**, which means that the fee reduces the greater the amount you have invested above £500,000. Please refer to the table below.

| Ongoing Advice Fees | |
|-----------------------|-------|
| Value of Investments | % Fee |
| More than £1,250,000 | 0.50 |
| £750,001 - £1,250,000 | 0.70 |
| £500,001 - £750,000 | 0.85 |
| Up to £500,000 | 1.00 |

Where the value of your investments rises, then the fee we receive for our service will rise in line with the value. Conversely, if the value of your investments falls, the fee we receive for our service will fall in line with the value.

Our charges are guaranteed not to increase within the first 12 months of your contract with us. Should we need to increase our charges after this period, you will be given notice of this fact and the opportunity to decide whether to continue with the revised level of charges.

Example 1

If your investments are valued at £500,000 our ongoing advice fee is £5,000. This is equivalent to 1.00% per annum.

Example 2

If your investments are valued at £750,000 our ongoing advice fee is £7,125. This is equivalent to 0.95% per annum because you will benefit from our tiered ongoing advice fee for investments larger than £500,000.

Example 3

If your investments are valued at £1,500,000 our ongoing advice fee is £11,875. This is equivalent to 0.79% per annum because you will benefit from our tiered ongoing advice fee for investments larger than £500,000.

Where an ongoing service has been agreed, this is deemed to commence immediately and our fee is payable in monthly instalments. You can choose to cancel our ongoing service by providing us with written confirmation of your decision. Payments would then cease after 28 business days or after collection of any due proportion of any period fees if later.

Our ongoing service fees are normally paid to us by the recommended product provider and/or investment platform on a monthly basis. Each month's fee is 1/12th of the annual ongoing service fee percentage. This rate is applied to that month's average portfolio value for which financial advice and administration services are being provided.

At each annual review meeting we will determine whether the ongoing annual fee percentage should be adjusted, in line with above table, based on the current value of your investments. This means our fee percentage may increase or reduce each year.

The minimum annual ongoing advice fee we charge is:

| | |
|-------------------|--------|
| • Standard Advice | £1,500 |
| • Advanced Advice | £2,000 |
| • Complex Advice | £3,000 |

We do not provide an annual review if the ongoing fees you pay us are below our minimum for the level of advice provided. However, if you would still like to receive an annual review you can choose to pay the difference.

As described on page 2, where the ongoing advice meeting or other ad hoc meetings lead to new recommendations, this will give rise to initial fees for the new monies invested or product taken out subject to a lower minimum of £200 for ISAs and £500 for other investments. We do not charge for Bed-and-ISAs where the annual ongoing fee exceeds £3,000.

Financial Products Cancellation Rights

For most investment products and insurance contracts 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, payment protection or pension policy and a 14-day cancellation period for all other policies.

For investments this will typically start when funds are invested and for pure protection policies this 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. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product information issued to you.

If you cancel a single premium contract, you may incur a loss due to market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Client Money

Dartington Wealth Management is not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

Documentation

We will endeavour to arrange for all your investments to be registered in your name unless you instruct us otherwise in writing. For example, if you are acting as a Trustee for a Settlement. All physical policy documents will be forwarded to you as soon as practicable after we receive them. If there are several documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

Instructions

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

Conflicts of 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 conflicts 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 fair treatment. Where this cannot be achieved, we will not conduct the business.

Complaints

If you wish to make a complaint you should write to the **Compliance Officer at Dartington Wealth Management Ltd, 4 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.financialombudsman.org.uk. Telephone 0800 023 4567.

Financial Services 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. For investment business you will 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>

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 seven 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 provide to us is subject to the General Data Protection Regulations ("GDPR") 2016. By signing this document, you consent to us 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 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.

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 for marketing purposes about products or services we think you may be interested in.

The information you have 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. 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 – Your Signature(s)

I/We understand that this is your standard Client Engagement and Ongoing Service Agreement upon which both parties intend to rely.

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 GDPR and have given my/our express consent to be contacted in relation to my financial requirements.
- I/We have given consent for you to hold my/our personal data, including sensitive 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/are aware that I/we have the right to request access to information that my/our adviser holds about 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, other than that legally required to be held and/or maintained by the Financial Conduct Authority (FCA), as well as the right to portability.

Your name:

Your signature:

Your name:

Your signature:

Date of signing this Agreement:



Chartered