



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

And:

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Whose correspondence address is:

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

## **The Services We Provide**

The mortgage service we provide is personal to you. The outcome of our advice will usually involve arranging mortgage or equity release and/or protection products for you. We provide 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.

## **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](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on **0800 111 6768**.

## **The Mortgage and Non-Investment Insurance Products We Offer**

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

**Mortgages and Equity Release** – we provide independent mortgage 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 mortgage, including equity release, products carry a degree of risk. In particular, for mortgages if you do not keep up the payments on your mortgage there is a risk that your home or other property could be repossessed by the mortgage lender. For equity release if the interest is rolled up it will reduce the value of the equity in your property and, therefore, the value of your overall estate.

**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 life insurance, critical illness and/or income protection insurance.

## **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 mortgage 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. We will also take into account any restrictions that you wish to place on the types 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 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 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 intermediate on behalf of Insistent Clients.

## **An Initial Meeting or Discussion 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.

## Our Fees for Arranging Your Mortgage

Our fee for arranging a standard residential mortgage is normally £495.00 but we reserve the right to charge a higher fee for non-standard and/or complex cases. This higher fee is normally £995.00. Examples include: joint borrower sole proprietor applications and applications involving separate legal representation, bridging loans or adverse credit. We may also receive a commission known as a 'Procuration Fee' from the mortgage lender.

Our fee is payable once you have received an offer from the mortgage lender. If your mortgage does not complete for any reason we will not ordinarily issue you with a refund.

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 repay your mortgage in the event of your death or serious illness before the end of the mortgage term (typically a life insurance policy). Any commission we receive for arranging the policy will be disclosed to you.

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### Example 1

If we arrange a standard residential mortgage for you of £250,000 and our arrangement fee is £495 and the procuration fee (commission) from the lender is £625 (0.25%), the total we would receive is £1,120.

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### Example 2

If we arrange a standard residential mortgage for you of £400,000 and our arrangement fee is £495 and the procuration fee (commission) from the lender is £1,200 (0.30%), the total we would receive is £1,695.

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### Example 3

If we arrange a non-standard/complex mortgage for you of £500,000 and our arrangement fee is £995 and the procuration fee (commission) from the lender is £2,000 (0.40%), the total we would receive is £2,995.

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**Please note that you are liable for a proportion of our fee after each stage of the process. This is:**

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 offer of a mortgage from the lender.

**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. 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.

## Insurance Products 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, critical illness, income protection and payment protection insurances.

If you cancel a single premium or annual premium contract, you may not get back the full amount you paid as there may be a deduction by the product provider for "the time on risk".

## 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.

## 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](http://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 Mortgage and Equity Release Client Engagement and Agreement upon which both parties intend to rely and agree to pay Dartington a fee of £\_\_\_\_\_ when my/our offer has been issued by the mortgage lender or equity release provider.

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:

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Your signature:

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Your name:

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Your signature:

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Date of signing this Agreement:

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# Chartered