

This document explains the service you are being offered and how you will pay for it.

1. **Commencement date**

This Client Agreement comes into effect on the date you receive it from us.

2. **Whose products do we offer?**

- **Investments/Pensions** - we offer products from the whole market. As an independent financial advice firm, we are not restricted to a single group or a limited number of companies.
- **Insurance** - we offer products from a range of insurers for life assurance, critical illness, income protection, private medical insurance, long term care insurance and household buildings and contents insurance. We are not restricted to a single group or a limited number of companies.
- **Mortgage and Equity Release Products** – we offer advice in respect of mortgages and equity release products from the whole market except for deals which are only available by direct application to a lender. We are not restricted to a single group or a limited number of companies.

3. **How we act for you**

During an initial consultation regarding your requirements and financial/personal circumstances we will also explain our services, which are outlined below, and payment options which will be outlined within the separate Fee Agreement.

- **Investments/Pensions** - we will advise and make a recommendation for you after we have fully assessed your needs in respect of savings, investments and pensions. We also offer, by agreement, a periodic review service.

After the initial consultation, whether you buy a product or not, you will pay us a fee for our advice and services. We will agree whether the fee is to be taken, by the product provider, from the money you have available for investment or whether you prefer to be charged separately. Also, we will tell you if VAT is applicable.

When processing your application with the product provider, you will be asked, as part of the process, to confirm your agreement to the amount of the fee being taken.

When we have arranged any transaction for which you have given instructions then, unless you have agreed a fee basis which includes funds under advisory management, we will not give you any further advice unless you request it but will be glad to advise you at any time you ask us to do so. We do not offer a discretionary investment management service (i.e. whereby you authorize us to manage investments on your behalf without your specific instructions).

- **Insurance** - we will advise and make a recommendation for you after we have fully assessed your needs for life assurance, critical illness, income protection, private medical insurance, long term care insurance and household buildings and contents insurance.

No fee is payable for life assurance, critical illness, income protection, private medical insurance, long term care insurance and household buildings and contents insurance. Remuneration earned as a result of insurances arranged will be disclosed within the product provider's documentation before the business is completed and subsequently confirmed within our Suitability Report. However, if you ultimately decide not to proceed

with buying any product at all, we reserve the right to charge a fee, based upon our normal hourly rates (details available on request) which will reflect the time spent on providing our services and/or advice.

You will receive a quotation from the product provider which will tell you whether any other fees apply to a particular insurance policy.

- **Mortgage and Equity Release Products** - we will advise and make a recommendation for you on mortgage or equity release products after we have fully assessed your needs.

We will advise and make a recommendation for you on mortgage or equity release products after we have fully assessed your needs.

We will invoice you directly for our fee of £750 for arranging a mortgage and up to £1,500 for an Equity Release loan. We may be paid a 'procurement commission' by the lender. Where the work involved is straightforward, we may be able to reduce our fee to you, either completely or in part. You will receive a key features illustration which will tell you about any fees and interest relating to it. You should read the lender or company's offer documentation carefully in order to understand the rate at which interest escalates.

Message from the Financial Conduct Authority (re equity release products)

'Think carefully about the information provided to you before deciding whether you want to go ahead. If you are at all unsure about which equity release product is right for you, you should ask your adviser for further information and if appropriate, to make further recommendations'.

- **Regulatory and General Administration Issues**

DHM Wynchwood LLP is authorised and regulated by the Financial Conduct Authority (FCA). This is the independent organisation that regulates financial services. Our FCA Register number is 569713.

DHM Wynchwood's permitted business is advising on and arranging life insurance, pensions, investments, mortgages, equity release products and non-investment insurance contracts. You can check this on the FCA's Register by visiting the FCA's website www.fca.gov.uk/register or by contacting the FCA on 0800 111 6768 (Freephone).

We will treat you as a retail client in accordance with the rules of the FCA. We normally ask our clients to give written instructions before we act for them but, at our discretion, oral instructions will also be acceptable provided they are confirmed in writing. Any advice we give you will normally be in writing, but if given orally, will be recorded in writing in your file.

Should an occasion arise where we or one of our other customers will have some form of interest in business we are transacting for you, or we become aware that our interests, or those of one of our other customers, conflict with your interests, we will inform you and obtain your consent before we carry out your instructions.

From time to time it is possible that we may receive non-monetary benefits from product providers. Details will be provided on request.

When executing or submitting orders or applications to third parties on your behalf, we will take all reasonable steps to ensure that we obtain the best possible result for you.

When we arrange a transaction for you we will register it in your name unless otherwise agreed in writing. Additionally, we will ensure you receive either a contract note, documents of title, certificates evidencing title or other appropriate documentation. All

such paperwork will be forwarded to you by post as soon as possible after we receive it. Where a number of documents relating to a series of transactions are involved, the documents will normally be retained until the series is completed.

DHM WYNCHWOOD LLP DOES NOT HANDLE CLIENTS' MONEY. We never accept a cheque made out to us (unless it is a cheque in settlement of fees or disbursements for which we have sent you a bill) or handle cash.

Cancellation Rights: in general terms you will normally have a 30 day period in which to cancel a life assurance, pure protection or pension policy and a 14 day period for other policies. If you cancel an investment related plan you may not receive the full amount invested if there have been adverse market movements. Precise details will be given to you within the relevant product details issued to you by the product provider.

Communicating with you: we will confirm to you, in writing, the basis and rationale for our recommendations, together with details of any associated special risks. Additionally, full product details of our recommendations will be covered within the relevant product disclosure information sent to you by the relevant product providers. This information will also include a full description of potential risks and also refer to the cancellation rights available to you.

4. **Investment volatility**

All investments are subject to a degree of investment volatility which will tend to increase in proportion to the potential rate of return on the investments. Any product which is directly or indirectly invested in assets which may fall in value (for example equities) may itself fall in value along with any decrease in value of those assets. Before entering into any investment agreement we will endeavour to explain to you how much volatility risk you are taking; however, if you remain unsure of the risk associated with the product, then you should ask us for further explanation in order to ensure that you are content to accept that level of risk. Please be aware that the past performance of an investment is no guarantee of future performance.

5. **Legislation**

Data Protection Act & General Data Protection Regulations: We are the Data Controller for data you provide us with. We need to use your data in order to arrange your financial advice services, insurance and associated products. You are obliged to provide information without which we will be unable to provide a service to you. We may need to routinely pass certain relevant data to other organisations such as product providers, credit providers, banks, financial transaction processors also, exceptionally, to crime and fraud prevention agencies or financial regulators.

In order to protect our legal position we will need to retain your data, securely, for a minimum period of 7 years in a situation where our business relationship with you ceases.

We abide by Data Protection principles and standards in order to achieve the effective and secure processing of your data. You can request details of data that we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). If you wish to complain about how we have handled your data you can contact us and we will undertake an investigation. If you are not satisfied with our response you can complain to the Information Commissioner's Office – contact details can be found on their website <https://ico.org.uk/for-the-public/>

Full details of how we handle your data can be found in our Privacy Policy.

DHM Wynchwood LLP takes your privacy seriously and will only use your personal information to administer your account and to provide the products, services and recommendations you have requested from us.

Proceeds of Crime Act 2002, the Money Laundering Regulations 2007 and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017: in order to conform to the statutory requirements it is often necessary to obtain verification of your circumstances and sometimes the source of any investment funds by requesting provision to us of original documents. Usually we will only require an original, or certified, passport or birth certificate together with a domestic bill confirming your address. We do not accept responsibility for any investment delays which may occur as a result of completing this verification process.

6. **What to do if you have a complaint**

If you wish to register a complaint, please contact us as follows:

- In writing to: The Complaints Manager, DHM Wynchwood LLP, 8 Shottery Brook Office Park, Timothy's Bridge Road, Stratford upon Avon, Warwickshire CV37 9NR
- By telephone: 01789 299655

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. A copy of our internal complaints procedure is available on request.

7. **The Financial Services Compensation Scheme (FSCS)**

We are covered by the FSCS and you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim as follows:

- **Investment**
Most types of investment business are covered for 100% of the first £50,000 per person per firm (for claims against firms declared in default from 1 January 2010).
- **Long-term insurance (e.g. pensions and life assurance)**
90% of the claim, without any upper limit (for claims against firms in default from 1 January 2010).
- **Non-compulsory insurance (e.g. home and general)**
90% of the claim, without any upper limit (for business conducted on or after 14 January 2005).
- **Home Finance (e.g. mortgage advice and arranging)**
100% of the first £50,000 per person per firm (for claims against firms declared in default from 1 January 2010).
- **Deposits**
With UK banks and building societies, 100% protected on default up to £85,000 per person per institutional group.

Further information about compensation scheme arrangements is available from the FSCS. We also maintain professional indemnity insurance for the protection of clients.

8. **Termination of this agreement**

You, or we, may terminate our authority to act on your behalf at any time. Notice of this termination must be given in writing by first class post. It will be deemed to be received two business days after being posted. Any business currently being arranged will be completed unless we receive your instructions to the contrary. Any fees outstanding at the date of termination will be due within four weeks of the termination date. In respect of advisory management, there may be a fee payable under certain circumstances (see section 2.2 of the Fee Agreement).

9. **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.

Please tick the box to confirm you have received a copy of our Privacy Policy

Name: _____

Please print

Name: _____

Please print

Signature: _____

Signature: _____

Date: _____

Date: _____

**Signed by a duly authorised officer for
and on behalf of the Partnership:** _____

Date : _____