

Registered No 4186948, Registered in England and Wales

# Client Agreement / Terms of Business

# Our Services

Danum Financial Services Limited provides Independent Investment Advice. We will consider a range of regulated products from the available market that can meet the objectives of a retail client, but we will only provide a recommendation to you when we know the product is suitable for your personal circumstances.

For 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 provide advice and will make our recommendation after considering a range of insurers for term assurance, income protection, critical illness.

# Our Approach

- To act with integrity
- To be open, honest and transparent in the way we deal with you
- Not to place our interests above yours
- To communicate with you clearly, promptly and without jargon
- To seek honest feedback of our dealings with you to ensure we meet your expectations

Danum Financial Services Limited will be treating you as a "retail client" for investment business unless we notify you in writing to the contrary. 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.

# Our Fees

#### Research and Exploration £750

This is based on time to gather information from Providers, assess Risk appetite and Capacity for Loss, assess Income and Expenditure and provide a Financial Base Plan. This charge is a minimum but can be more depending on the complexity of the information gathering exercise. At this stage we should be able to give you an indication of how suitable your existing plans are.

#### Analysis & Implementation Max 3% - Min 1% / £1,500

To analyse and review any existing plans you hold and then implement the plans, our fee here is based on a percentage of the amount you invest/transfer/switch as follows:

- 3% on the first £150,000 followed by
- 1% on £150,001 and above

This payment can either be facilitated by the product provider when they receive your funds or paid directly by you. Should you choose not to implement our advice, then any fees are based on the work and time involved to get to this stage. This is subject to a minimum fee of £1,500 payable on completion of the report containing our recommendation(s) to you, regardless of whether the advice is implemented. The minimum fee will be waived in full should you decide to implement any of our recommendations.

# Our hourly rates are:

Director/Financial Adviser	£250 per hour
Research	£150 per hour
Administration	£125 per hour

These fees are indicative only and in any event are subject to review annually on 1st April. In cases that we deem to be complex in nature, our fees may be higher than our stated rates. However, we will always provide you with a breakdown of our estimated fee and agree this with you prior to undertaking any work.

You may wish to set a fixed amount of fees that cannot be exceeded without further reference to you, in which case please speak with your Adviser. Where charging a fixed fee we will provide you with a fee agreement showing the actual fee that will be payable for the agreed service being provided. Where charging an hourly rate we will provide a letter of engagement to indicate how much we might charge in total.

Our hourly rates are also subject to our minimum £1,500 fee as detailed above.

# **Regular Investments**

You will be required to pay for any regular investment advice on commencement of the policy. If more than one policy needs transacting, then these will be assessed individually, and costs notified at the outset based on the level of complexity. Our charge for implementing a <u>regular contribution</u> savings or investment plan is 3% of the total premiums in the first 12 months. Our minimum Fee is £1,500. The minimum fee will be waived in full if the cost of our advice exceeds the minimum fee.

#### Non-Investment Protection contracts

When we arrange the sale of a protection contract, we will not charge you a fee, as we will receive a commission from the provider. The amount of this will be disclosed to you in the product literature.

#### **Ongoing Services**

It is important to review certain types of investments and your Financial Plan on a regular basis. At the time of, or prior to our recommendation to you, Danum Financial Services Limited will discuss our ongoing service proposition. This is confirmed in our 'Client Service Proposition' document which will be provided to you separately where required.

# If you do not require an ongoing service, you will be classed as a transactional client and there will be no ongoing costs levied by ourselves.

As a result of this you will be liable for any investment decisions and if you require advice at any time there will be a cost involved and we will have no responsibility to provide any additional services.

#### VAT

Under current legislation our standard services are not subject to VAT but should this change in future and VAT becomes payable, we will notify you before conducting any further work. However, should you decide not to implement our recommendations, then our advice fee will become subject to VAT. In any circumstance we will advise you before we undertake any work for you.

# **Cancellation Rights**

You have a 30-day cancellation period for a life, pure protection, payment protection or pension policy and a 14day cancellation period for all other policies. For investments this will typically start when funds are invested and for pure protection policies this will begin when you are informed that the contract has been concluded. Instructions for exercising your right to cancel 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.

# Client Money

Danum Financial Services Limited are not permitted to handle client money or handle cash.

#### **Complaints**

If you wish to register a complaint, please write to Danum Financial Services Limited, 5 Town End, Doncaster, DN5 9AG. Telephone 01302 340340 or e-mail <u>Dean@danumfs.com</u>. 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 <u>www.financial-ombudsman.org.uk</u> or by contacting them on 0800 023 4567.

The Financial Ombudsman Service is a free and easy-to-use service that settles complaints between consumers and businesses that provide 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 <a href="http://www.fscs.org.uk/what-we-cover/products">http://www.fscs.org.uk/what-we-cover/products</a>

#### Anti-Money laundering

Danum Financial Services Limited 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.

#### Force Majeure

Danum Financial Services Limited 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 28 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 a due proportion of any period charges for services shall be settled to that date.

# Examples of how we charge our Fees.

# Lump Sum Investments

Example 1; You invest £40,000, our Implementation fee would be £1,200. As this does not meet the minimum advice fee, a further charge of £300 would be applied. The total fee payable would be £1,500.

Example 2; You invest £300,000, our Implementation fee would be £6,000 (3% of the first £150,000 (£4,500) plus 1% of the next £150,000 (£1,500) = £6,000). As this exceeds the minimum advice fee, no other charges would be applied. The total fee payable would be £6,000.

# Regular Investments

Example 1; Your monthly contribution is £166, our Implementation fee would be £59.76 (£166 x 12 months =  $\pounds$ 1,992 x 3% = $\pounds$ 59.76) As this does not meet the minimum advice fee, a further charge of £1,440.24 would be applied to meet our minimum advice fee of £1,500 upon completion of our report and can be payable either in full directly or taken monthly from the premiums for the first 12 months.

Example 2; Your monthly contribution is £6,000, our Implementation fee would be £2,160. (£6,000 x 12 months =  $\pounds$ 72,000 x 3% =  $\pounds$ 2,160) As this exceeds the minimum advice fee no other charges would be applied. The total fee payable would be  $\pounds$ 2,160.

# Privacy Statement

Danum Financial Services Limited takes the privacy of personal data seriously - we therefore ask you to please read the following important information which explains how we collect, store and use your personal data.

Danum Financial Services Limited is registered under the General Data Protection Regulations GPDR 2018.

# 1. Who are we?

Danum Financial Services Limited is registered in England under company number 4186948 and office address 5 Town End, Doncaster, DN5 9AG. Danum Financial Services Limited is authorised and regulated by the Financial Conduct Authority for the provision of consumer finance.

# 2. What do we mean by Personal Data?

By personal data (or personal information), we mean information that relates to you and is used to identify you, either directly or in conjunction with other material we hold.

Your Personal Data may identify you directly, for example your name, address, date of birth, national insurance number. Your Personal Data may also identify you indirectly, for example, your employment situation, your physical and mental health history, or any other information that could be associated with your cultural or social identity.

In the context of Danum Financial Services Limited Ltd providing you with advice and guidance in relation to your requirements your Personal Data may include:

- Name, Date of Birth, Gender, Nationality, Civil/Marital Status, Contact Details, Addresses and any documents that are necessary to verify your identity
- Employment and remuneration information
- Bank account details, tax information, commitments for liabilities such as loans and credit cards, personal credit history, sources of income and expenditure
- Health status and history (this is referred to as Special Category Data)
- Existing Plan information

If you have parental responsibility for children under the age of 13, it is also very likely that we will record information on our systems that relates to those children and potentially, to their Special Category Data.

# 3. Why do we collect information from you?

٠

We use your personal information for the following:

- 1. Provision of services and advice or to provide you with the information, products and services you have requested from us.
- 2. To comply with regulation and legislation in relation to anti-money laundering regulation and the Financial Services & Markets Act.

In order to undertake our services for you, we have the right to use your Personal Data provided it is in our legitimate business interest. We may be required to share this data with providers in relation to obtaining illustrations to make a recommendation to you, with our Compliance Service Provider in relation to any advice provided to you or make contact with you in relation to the service you have received.

# 4. How do we collect information?

Most information we obtain will be directly from you during our meetings and discussions or this may be in writing, including via email.

We may also need to obtain information from third parties in relation to verifying your identity if this is done electronically. With regards to electronic ID checks we would not require your consent but will inform you of how such software operates and the purpose for which it is used.

# 5. What do we mean by Special Category Data?

Where you ask us to advise or guide you on certain elements such as insurance, ethical investments or retirement income, we will ask you information about your ethnic origin, your health and medical history (Your Special Category Data). We will record and use your Special Category Data in order to make enquiries to find suitable products that may meet your aims and objectives and to provide you with advice or guidance regarding the suitability of any product that may be available to you.

The arrangement of certain types of insurance may involve disclosure by you to us of information relating to historic or current criminal convictions or offences (together "Criminal Disclosures"). This relates to insurance related activities such as underwriting, claims and fraud management.

We will use Special Category Data and any Criminal Disclosures in the same way as Your Personal Data generally, as set out in this Privacy Notice. In order to process your Special Category Data however, we do require explicit consent.

# 6. How do we protect your personal information?

We have strict safeguarding processes to ensure that we meet our obligations under the Data Protection Regulations 2018. Your privacy is important to us and we will keep Your Personal Data secure in accordance with our legal responsibilities. We will take reasonable steps to safeguard Your Personal Data against it being accessed unlawfully or maliciously by a third party.

We will:

 Record and store your Personal Data in our paper files and electronic files on our computer systems, which can only be accessed by Danum Financial Services Limited staff when it is necessary to provide our service to you and to perform any administration tasks associated with or incidental to that service

- Submit your Personal Data to providers both electronically or via paper-based forms to allow us to
  advise you or process your application for a product, or to obtain information as required as part of
  our services
  - Use your Personal Data to respond to any queries you have on your policies under our Agency

We also expect you to take reasonable steps to safeguard your own privacy when transferring information to us.

Your Personal Data will be retained by us either electronically or in paper format for a minimum of six years, or in instances whereby we have legal right to such information we will retain records indefinitely.

# 7. What are your rights surrounding your personal information?

Your enhanced rights under the GDPR include:

- The right of access we will provide a copy of your personal data within 30 days of requests. Requests can be made in writing, by phone or by email. We will not charge a fee for this unless we think your request is unfounded, excessive or repetitive; in which case we will inform you before proceeding with your request.
- The right to rectification you may ask us to rectify any of your personal data which you believe is inaccurate or incomplete. We will respond within one month (this can be extended by two months where the request for rectification is complex). Requests can be made in writing, by phone or by email.
- The right to erasure you have the right to request 'to be forgotten', i.e. for us to delete all records of your personal data. We will comply with your request, unless we have a legal obligation to continue to hold your personal data (in which case we will inform you of the reason why we cannot delete the data).

#### 8. Who do we share your personal information with?

We will only share your personal data with third parties when it is necessary for the service you have asked us to provide, and we will have contracts/safeguards in place to ensure that they comply with the GDPR and treat the privacy of your personal data with the same importance as we do.

#### 9. Who to contact at Danum Financial Services Limited in relation to your Personal Data

If you have any questions or comments about this document, or wish to contact Danum Financial Services Limited in order to exercise any of your rights set out within it please contact:

Dean Dove by email on dean@danumfs.com, by telephone on 01302 340340 or by writing to Danum Financial Services Limited, 5 Town End, Doncaster, DN5 9AG.

If we feel we have a legal right not to deal with your request, or to action it in different way to how you have requested, we will inform you of this at the time.

You should make contact with us as soon as possible on you becoming aware of any unauthorised disclosure of your Personal Data, so that we may investigate and fulfil our own regulatory obligations.

If you have any concerns or complaints as to how we have handled Your Personal Data you may lodge a complaint with the UK's data protection regulator, the ICO, who can be contacted through their website at <u>https://ico.org.uk/global/contact-us/</u> or by writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

# Facilitation of Payments

This is our standard client agreement upon which we intend to rely. For your own benefit and protection, you should read these terms carefully before signing them. If you do not understand any point, please ask for further information.

Paid by deduction from funds	
Paid directly	

<u>Risks</u>

We will inform you if any investment we recommend restricts future access to your capital. 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.

Danum Financial Services Limited is Authorised and Regulated by the Financial Conduct Authority (FCA). 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 <u>www.fca.org.uk/firms/systemsreporting/register</u> or by contacting the FCA on 0800 111 6768. Our Financial Services Register number is 609264.

# By signing below, you are consenting to us retaining your data for the purposes outlined above, and I/We understand and consent to the terms of this client agreement

By ticking this box, you are consenting to us obtaining and retaining your Special Category Data for the purposes outlined above  $\Box$ 

Name	Signature	Date

Please tick the boxes below if you give consent for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.

Name	Marketing			
	Email	Phone/ SMS	Post	

Signed for and on behalf of the firm:

Adviser David Harle / Dean Dove / Adrian Wagstaff

Signature .....

Date of issue .....