



DANUM FINANCIAL SERVICES LIMITED

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Registered No 4186948, Registered in England and Wales

CLIENT AGREEMENT

1. This document sets out the basis on which we will conduct business with you and on your behalf. **It is an important document and we would ask you to read it carefully and if you are unsure of any of its terms please ask.**
2. The terms of this Agreement come into force immediately on acceptance (implied or actual) of its terms by you and will remain in force until further notice.
3. **Danum Financial Services Limited is authorised & regulated by the Financial Conduct Authority (FCA) Danum Financial Services Limited ('the Firm') has an FCA number of 609264.** You can check this on the FCA's Register by visiting the FCA's website at <http://www.fca.gov.uk/Pages/register/index.shtml> or by contacting the FCA at **25 the North Colonnade, Canary Wharf, London.E14 5HS or telephone 0845 606 1234.**

THE RANGE OF OUR ADVICE AND FINANCIAL PLANNING OBJECTIVES

4. Your adviser is **independent** and acts on your behalf as your agent. Your Adviser is therefore able to provide unbiased unrestricted advice on retail investment products based on a comprehensive and fair analysis of the market.
5. We are permitted to give advice on retail investments, pensions and general insurance and arrange transactions in these products. For retail investment products, this will include not just packaged products, but also structured products, all investment trusts and any other investments that offers exposure to underlying assets, but in a packaged form which modifies that exposure compared with direct holding in the financial asset.
6. In order to provide you with personal financial advice and recommendations suitable for your particular circumstances we will undertake a 'fact find' to gather the appropriate information to assess your needs. We will then be able to set out clearly your financial planning objectives based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of policies you are willing to consider. Details of your stated objectives will be set out in a Suitability Report we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.
7. You hereby acknowledge that in the event of the firm assisting you in the completion of any investment or insurance application or policy proposal forms that you will in any event continue to bear full responsibility for the accuracy and completeness of the information entered on such forms. Therefore you understand that inclusion of incorrect information or omission of any material facts may result in the insurance, investment or policy to which the application or proposal relates to being adversely adjusted, made void and/or any claim(s) made against it being refused. The advice we give you will be based on the information you have given us and your stated investment objectives including the degree of risk you will accept. It is your responsibility to advise us on any changes.
8. We will forward to you all documents showing ownership of your investments/contracts as soon as practicable after we receive them. All such documents may be sent by post and this would be at your risk.
9. We will outline from the outset whether our advice will cover your entire financial planning needs or whether it will focus on a specific area giving consideration to any restriction you place on what advice you want.

10. We require our clients to give us instructions in writing, or we may confirm our understanding in writing (by post or by email) in order to avoid possible disputes. This will usually be in the form of a proposal or application form. We will, however, accept oral instructions in certain instances provided they are subsequently confirmed in writing.

CUSTOMER CLASSIFICATION OF YOU

11. The type of client category will determine the levels of protection afforded to you under the Financial Services and Market Act 2000. The firm proposes to classify you in accordance with FCA rules as a **Retail Client** and the regulatory protection available to you will be the highest available. This agreement is personal to you and not assignable. We may accept instructions from and give information to third parties or your other advisers on your behalf where you have confirmed in writing we may do so. We cannot accept any responsibility for errors in information supplied by such persons. Where you are a trustee, director or officer of any trust, corporation or LLP requiring advice you warrant to us that you have full authority to act on behalf of the same and there are no restrictions on the limits of our advice of which we have not been made aware. We will not be responsible for advising on compliance with your trust, trustee, director or officer obligations.

THE COST OF OUR SERVICES

12. You will pay for our services by either a fee or a combination of fee and/or fee by payment facilitation through product charging. We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid. For payment options relating to investment advice, please refer to paragraph 13. Value added tax may be payable on some or all of the work we do. We will inform you if VAT is applicable.

Investment advice

13. When **paying by fee**, you will pay us for our advice and services (whether you buy a product or not) at an amount or a rate agreed before we commence any work. Our fees may include VAT. Where this is the case you will be informed and invoiced accordingly.

13.1 Our fixed fees are:

Initial Meeting: Free
Initial Financial Review: £250
Client Report: £350
Investment Planning: £150
Impaired/Lifestyle Annuities: £250
Inheritance Tax Planning : £250
Pension Review : £250

Our hourly rate for all other services including estate & Trustee advice £150.00 per hour.

These fees are indicative only and in any event are subject to review annually on the 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.

Our fees as a percentage of the funds invested are:

Pensions/Fund Withdrawal:	3% of annual contribution. 3% of single contribution or transfer amount.
Annuity:	1.5% of fund before tax free cash is taken.
Savings/Investments:	3% of annual contribution. 3% of lump sum investment.
Fund Switch:	3% of amount switched.
Ongoing Review:	0.5% per year of the fund value, minimum £40 per month. For example a £100,000 investment would cost £500.

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.

The services provided by the ongoing review fee are as follows:-

- Annual investment valuation summary
- Ongoing awareness of issues to address
- Full adviser access
- Instructions and administration to switch/surrender investments
- Periodic meetings arranged in advance
- Ongoing re-evaluation and assessment of existing portfolios
- Legislation and regulatory update where relevant
- Priority on call servicing
- Bed & ISA Administration

This is charged on an annual basis for ongoing advice. It is relevant to pensions, savings/investments and fund withdrawal only. This fee can be paid monthly, quarterly, six-monthly or on an annual basis. It can be paid by standing order or alternatively, in most cases it can be deducted direct from your investment or pension. Please feel free to discuss this option with us.

Offsetting fixed fees with percentage fees:

Fixed fees will not be invoiced should the amounts received from the fees charged as a percentage of funds invested exceed those that would have been charged on a fixed basis.

For example, a £30,000 investment would be charged at a rate of 3%, producing a fee of £900. The fixed fees would total £750 (initial financial review -£250 plus client report -£350 plus investment advice fee £150) and these would be waived.

Whichever method of charging is agreed on the 0.5% per annum ongoing review fee will remain the same.

These fees are indicative only and in any event are subject to review annually on the 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.

Your Payment Options

Settling your adviser charge through a single payment

You will be required to settle the payment of our fees on completion of our work within 14 days of completing our initial review or within 14 days of receiving your report. We accept cheque or bank/BACS payments. We do not accept payment by cash. You will be provided with a receipt upon payment.

13.2 You may elect that we are remunerated **by fees and offset fees (paid by a product provider)** the actual amounts will depend on the service provided to you but will be in line with the arrangements set out above in section 13 headed “**investment advice**”.

The fee will not exceed the rates shown in this document. We will agree the rate we will charge before beginning work and we will tell you if you have to pay VAT. The fee will become payable on completion of our work. You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first.

Pure Protection Products

13.3 If you buy a protection product you may elect that we are remunerated **by commission**. The commission is paid directly by the provider. Although you pay nothing up front that does not mean our service is free. The

commission paid to us forms part of a 'product charge' which you pay when you purchase the product. Product charges pay for the product provider's own costs and any commission payable to third parties.

You may elect that we arrange for the protection premium to be discounted by the commission that otherwise might have been payable under the policy recommended. In this instance you will need to pay a fee appropriate to cover our advice and work, in accordance with paragraph 13.1 above.

The amount of commission we receive will vary depending on the type of policy and (sometimes) the term of the policy or your age, as in the following example:

Product Type	Typical Commission	Based on Payment by you of £50 per month	Our minimum
Non-Investment Insurance	170% of annual premium	£1,020	150% of annual premium
Whole of Life	170% of annual premium	£1,020	150% of annual premium

It is important to note that with the commission option we will offset the commissions received against the fixed fees exactly the same as offsetting percentage fees. An example of how this works has been shown in section 13.

Payment for Ongoing Services

13.4 As stated in section 13.1 we offer an ongoing service where we review your account at least every twelve months and inform you of new recommendations or changes that may be relevant to your circumstances. This service is provided at a charge of 0.5% per annum on the value of your funds invested subject to a minimum charge of £40 per month and can be either deducted from your investment or paid by bank standing order. This service can be cancelled at any time. Please ask your adviser for more details.

14. We may also receive commission or other form of benefit from working with the issuer of a security, a product provider or from another intermediary. We will inform you before the transaction if we are likely to receive such commission or form of benefit from recommending any product to you.

15. In respect of any regular premium policy which we may recommend, should you subsequently cease to pay premiums on the policy and as a result of your cancellation we are obliged to refund product charges or other commission that has been paid to us we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will not charge such fee if you exercise your right to cancel in accordance with the cancellation notice sent to you by the product provider.

CLIENT MONEY

16. For your additional security **we do not handle client's money**. We never accept a cheque made out to us (unless it is a cheque in settlement of our fees or other charges or disbursements for which we have sent you an invoice). We do not handle cash. Cheques for payment will be required to be paid direct to the insurance provider.

ACCOUNTING TO YOU

17. We will make arrangements for all your investments policies and/or contracts to be registered in your name unless you first instruct us otherwise in writing. You have a right to inspect copies of contract notes and entries in our records in relation to transactions on your behalf. In that request we reserve the right to give you copies of such documents rather than access to the original records.

We will forward to you all documents showing ownership of your investments policies and/or contracts as soon as practicable after we receive them. Where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

FINANCIAL SERVICES COMPENSATION SCHEME

18. We subscribe to the Financial Services Compensation Scheme (FSCS). 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. You will find up-to-date details of the FSCS's compensation limits, eligibility and details of how to make a claim on its website www.fscs.org.uk. As at January 2018, the limits are:

Investment

Most types of investment are covered up to a minimum of £50,000 per person.

Insurance

Insurance advising and arranging is covered for 90% of the claim with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

COMPLAINTS

19. If you should have any complaint about the advice you receive or a product you have bought please write or call the **Complaints Officer at Danum Financial Services Ltd , 5 Townend , Doncaster , DN5 9AG.**

If following our subsequent investigation and response you are still not satisfied you may contact the Financial Ombudsman Service (www.financial-ombudsman.org.uk; South Quay Plaza, 183 Marsh Wall, London E14 9SR). Full details are contained within our internal complaints procedure, which is available to you on request at any time.

CANCELLATION RIGHTS

20. The cancellation rights for each individual policy you have been advised on will be explained to you in your suitability report which we will give you before or at the time you confirm or carry out the transaction.

MATERIAL INTERESTS

21. We are not connected to any product provider, but occasions can arise where we, or one of our other customers, will have some form of interest in business, which we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. There may be occasions when we will be unable to act for one of the parties.
22. As a consequence of such potential conflicts arising, we have put arrangements in place to ensure our clients are treated fairly. We have also implemented a conflicts of interest policy to help us manage such risks, which you may access on request.

RISK WARNINGS

23. Relevant risk warnings will be advised to you throughout the financial planning process and in your suitability report.

The value of investments may go down as well as up, and you may not get back the amount invested. Levels of income from investments may fluctuate. We cannot be held liable for any depreciation in the value of investments arranged for you. Non-readily realisable investments will generally have a restricted market, and therefore it may be difficult to deal in that investment or to obtain reliable information about its value.

For insurance products, your insurance policy may lapse if you do not keep up to date with regular premium payments and you may not be covered if a claim is made.

TERMINATION OF AUTHORITY

24. You or we may terminate our authority and/or this agreement to act on your behalf at any time without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this client agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees which may be outstanding.

GOVERNING LAW & JURISDICTION

25. LIABILITY

You agree to indemnify us in relation to any acts, proceedings or claims which we incur directly or indirectly as a result of our acting under this agreement save that this indemnity shall not apply to the extent it arises out of our negligence, fraud, breach of this agreement or our regulatory responsibilities.

26. We reserve the right to amend this agreement at our discretion where changes in regulation or law necessitate by giving you notice in writing. You will also be given the option to accept our new agreements or terminate our authority. This agreement shall be governed by and construed according to English law. Any disputes shall be determined in the jurisdiction of the English Courts.

27. Where a formal written notice is required by this agreement then it shall be in writing (not email unless agreed in advance by the parties) and sent by first class post and deemed effective two business days after posting.

CLIENT’S CONSENT

28. **This is our 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.**

I/We understand and consent to the terms of this client agreement and I/We hereby authorise the transfer of information, as described above, on a confidential basis when warranted between such third parties.

I/We authorise you to liaise with My/Our other professional advisers in exchanging relevant personal information pertinent to my/our financial planning requirements and to rely on any such information provided.

I/We agree that this Client Agreement will come into effect from the date below.

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.

Client Name(s)

Client signature(s)

Date

Signed for and on behalf of the firm:

Adviser David Harle/Dean Dove/Adrian Wagstaff

Signature

Date of issue

