

Client Agreement

Davidson Deem Limited

Arena Business Centre, 9 Nimrod Way,
Ferndown, BH21 7UH, United Kingdom

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 cancelled by us or you or replaced by a later version.
3. **Davidson Deem Limited is an Appointed Representative of Lumin Wealth Management Limited which is authorised & regulated by the Financial Conduct Authority (FCA) number 580185.** You can check this on the Financial Services Register by visiting www.fca.org.uk/register/ or by contacting the **FCA at 12 Endeavour Square, London, E20 1JN or telephone 0800 111 6768 (freephone)**

The Range Of Our Advice And Financial Planning Objectives

4. Davidson Deem are permitted to provide you with advice in the following areas:
 - Regulated first charge mortgage contracts from the whole of the market.
 - Regulated mortgage contracts from a limited number of companies. A list of lenders we do not use is available upon request.
 - Regulated mortgage contracts from a single lender.
 - Bridging Loans.
 - Secured (2nd charge) loans.
 - Consumer buy to let mortgage contracts.
 - Business buy to let mortgage contracts.
5. In order to provide you with personal financial advice and recommendations suitable for your particular circumstances, we will undertake a detailed fact find to gather the appropriate information to assess your needs. We will then be able to identify clearly your financial planning objectives, acceptable levels of risk and your capacity for loss. Your personal circumstances and financial planning objectives will form the basis of our recommendation. We will then set out those recommendations and logic behind our advice in a detailed Suitability Report. 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.
6. You hereby acknowledge that in the event of the firm assisting you in the arrangement of any mortgage 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 mortgage 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 mortgage objectives including the degree of risk you will accept. It is your responsibility to advise us on any changes.
7. We will outline in your Suitability Report whether our advice will cover your entire financial planning

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needs or focus on specific or limited areas, giving consideration to any restriction you place on our advice.

8. We require our clients to give us all instructions regarding their plans 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.

Customer Classification

9. 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.

The Cost Of Our Services

10. You may pay for our services by a fee and an invoice may be sent to you once we have successfully obtained you a mortgage offer.
11. Where the lender pays us a commission for introducing you to them for a mortgage, we will tell you the amount we will receive.
12. You will receive a European Standardised Information Sheet (ESIS) when considering a particular mortgage or home purchase plan, which will tell you about any fees relating to it.

- No fee. We will be paid by commission from the lender. This will only apply on a Product Transfer (renewing you with your current lender)
- We will charge a £400 fee on all Purchases (except First Time Buyers), remortgages and further advances. This is in addition to the commission received from the lender. The fee will be payable before completion (upon mortgage offer produced by the lender) and payable within 30 days of the invoice.
- We will charge a £200 fee to First Time Buyers (halving our normal fee). This is in addition to the commission received from the lender. The fee will be payable before completion (upon mortgage offer produced by the lender) and payable within 30 days of the invoice.

Refund of Fees

13. We will not charge you a fee until we successfully obtain your mortgage offer. If you decide not to go ahead with this offer after this stage, you will not receive a refund of the fees we have charged you.

Pure Protection Products

14. If you take out a protection product (any product which insures you against a specified health risk) 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. Any protection product you choose to take out will be arranged by Lumin Wealth Limited which is part of the Lumin VZ Group.

Client Money

15. For your additional security we do not handle client 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.

Accounting to You

16. We will make arrangements for all your mortgages/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.

Complaints

17. If you are dissatisfied regarding the advice you receive or a product you have bought, please write or call the Compliance Manager at Lumin Wealth Management Limited. Please be assured we treat complaints very seriously.
18. If following our subsequent investigation and response you are still not satisfied, you may contact the Financial Ombudsman Service (www.financial-ombudsman.org.uk Exchange Tower London E14 9DR). Full details are contained within our internal complaints procedure, which is available to you on request at any time.

Termination

19. This client agreement may be terminated at any time, by either party. Notice of termination must be given in writing and will take effect immediately upon receipt. Termination will be without prejudice to the completion of transactions already commenced on your behalf or any rights or obligations already arising.

Risk Warnings

20. Relevant risk warnings will be advised to you throughout the financial planning process and in your Suitability Report.
21. **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.**

Anti-Money Laundering

22. We are required to verify your identity in accordance with the Proceeds of Crime Act 2002, the Money Laundering Regulations 2007 and FCA rules. We reserve the right to approach third parties and to delay any applications until adequate verification of identity has been obtained. For this purpose, we may use electronic identity verification systems and we may also conduct ad-hoc monitoring throughout the relationship, not only at the beginning. Please be aware that these leave a soft footprint on your credit report however, these do not affect your creditworthiness. We reserve the right to refuse instructions or arrange payments where it is necessary to meet our obligations.

Governing Law & Jurisdiction

23. 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 agreement or terminate our authority. This agreement shall be governed by and construed according to English law. If any disputes arise, we shall attempt to resolve them through mediation however, failing this will be determined in the jurisdiction of the English Courts. 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.
24. 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.

Conflicts of Interest

25. Davidson Deem aims to identify and prevent conflicts of interest which may arise between itself and its customers, and between one customer and another, in order to avoid any adverse effect on its customers. Our employees are required to comply with a policy of independence and disregard any such interests when making recommendations. This is designed to ensure the fair treatment of our customers.

Taxation

26. You remain entirely responsible for the management of your tax affairs, including making any applicable returns and payments and complying with any applicable laws and regulations. You must tell us without delay of any change to your residency or citizenship status. You must also provide any information concerning your identity or affairs that we may from time-to-time reasonably request. Please note we are not able to provide advice to clients who are US citizens or who report their tax affairs to the US IRS. You must notify us immediately if this is the case.

Death of Client

27. In the event of death of a party to this arrangement, we will continue to provide advice on request to personal representatives. Details of specific products terms and conditions surrounding this event will be detailed in your relevant suitability report.

Client's Consent

28. **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.**

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 require the firm to contact you prior to your mortgage rate ending.

Client Name(s)

.....

Client Signature(s)

Client Address

.....

Date

Signed for and on behalf of the firm:

Adviser

Signature

Date