

# Client Agreement

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01 January 2023



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## Welcome to DBL

This agreement sets out the terms under which our services are to be provided, including details of the specific services and a summary of our charges for those services. We recommend you use this information to decide if our services are right for you.

DBL Asset Management LLP was established in 2007. In the years since then, we have created a truly independent bespoke financial advisory firm with a clear philosophy and simple aims. We provide a highly personal bespoke service to our clients, promote long-term relationships and develop a deep understanding of our clients' motivations and plans. We keep in mind long and short-term goals and understand that clients want to create positive outcomes for their families, as well as for themselves.

We are also able to act on your behalf in advising you on investments and non-investment insurance contracts. Without future commitment from either party we are always happy to have an initial meeting at our expense. We are happy to listen, whilst you tell us more about your current situation and what you wish to achieve. We will describe our services and the payment options. Following the initial discussion, should you decide to proceed there is a cost for our advice and services.

## How to contact us

Correspondence you receive from DBL Asset Management will contain the direct contact details from the sender. However, if for some reason they are missing the generic contact details are: -

**Post:** 14 Kennerley's Lane, Wilmslow, Cheshire, SK9 5EQ

**Telephone:** 01625 529 499

**E-mail:** [client.services@dbl-am.com](mailto:client.services@dbl-am.com)

**Website:** [www.dbl-am.com](http://www.dbl-am.com)

# Our services

The services that you select and the charges for those services will be confirmed in a separate fee agreement to be signed by you, prior to work commencing. DBL Asset Management LLP will provide the services confirmed in the fee agreement and you will sign to agree to pay us for those services.

We offer both initial and ongoing services. Any products we have arranged for you will only be kept under review as part of an agreed ongoing service, for which you will pay an agreed fee. Our ongoing services are optional. However, where you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.

We offer independent investment advice. This means that we will consider the whole of market products and providers to select a suitable solution for you.

## Initial services

### Non-advised or execution only

We arrange a transaction at your specific request. No advice is given on the suitability of the product in relation to your specific circumstances. You will have made this decision yourself before you ask us to arrange it on your behalf.

If we act for you on an “execution only” basis, you will be provided with the relevant illustrations, product brochures and application form. We will not provide any comment on the product or its suitability for you. You will be asked to sign an ‘execution only’ form to confirm your decision. This will ask you to provide full details of the product you wish to purchase.

No review of your individual circumstances will take place to assess the suitability of the product for you. As such you will not have the right to refer any future complaint to the Financial Ombudsman Service regarding the sale of the product. This is because no recommendation will have been made.

You should ensure that you have sufficient knowledge and experience to make this decision for yourself. If you have any doubts about your selection you may be better suited to receiving advice on this occasion. Please refer to the other initial services which are available.

In certain circumstances, we may need to assess whether the transaction is appropriate for you. Typically, this will happen if your request relates to a product linked to derivatives or warrants. Therefore, we reserve the right to decline to act for you on an execution only basis, if we think it is in your best interests for us to do.

### Limited advice

If you wish to instruct to limit the advice we give to you in any way, for example you wish to limit the investment areas on which we provide advice to you, we shall consider this to be ‘limited advice’. In this case, we shall follow the advice process below but only in relation to the areas on which you have requested advice. You should be

aware that if you limit the information you provide to us in any way, it may detract from the completeness of the advice we are able to give to you. This is because, the information not disclosed could affect how appropriate the advice we give to you is to your circumstances.

If you place any limitation on our advice, we shall confirm this fact to you during our discussions and in our subsequent suitability report.

## Full financial review

Unlike Limited Advice this will look at a range of areas applicable to you and recommendations will be made for these different areas. We shall follow the advice process for the areas in which you require advice.

We shall confirm if a full financial review is being carried out during our discussions and in our subsequent suitability report.

## Ongoing services for investments

The ongoing service options can be applied to any of the Initial Services for investments only. An ongoing service is not provided for protection work, so this would automatically be deemed as transactional.

### Transactional

An initial recommendation has been made and implemented under any of the initial services. However, any products arranged or funds recommended, will not be kept under review once the transaction has been completed. We will not contact you again following the implementation of an agreed transaction, unless we feel that you would benefit from a product or service that we are offering. We will provide further services to you upon your request and these will be subject to additional fees.

The Firm may contact you in the future by means of an unsolicited promotion by telephone, e-mail, text or post should we wish to discuss the relative merits of a particular product or service, which we feel may be of interest to you.

### Serviced

An initial recommendation has been made and implemented. However, any products arranged or funds recommended will be kept under review once the transaction has been completed. A fee agreement will be completed for these ongoing services, as detailed below.

Service Element	Serviced	Transactional
Access to advice	✓	✗
Access to client services team	✓	✗
Cash flow modelling	✓	✗
eNews	✓	✓

Financial report	✓	✗
Financial review	✓	✗
Insight (Client Portal)	✓	✗
Liaison with other professionals	✓	✗
Quarterly investment review	✓	✗
Report - Capital Gains	✓	✗
Report - Pension contributions	✓	✗

*Serviced - Platform – Investments held on a suitable platform*

*Transactional – Investments where no ongoing service is required.*

### Access to advice

To deal with advisory queries on existing investments and financial plans e.g. making additional contributions to meet objectives.

### Access to client services team

To deal with administrative queries on existing investments and financial plans e.g. change of address, additional financial report, change of name etc.

### Cash flow modelling

A visual representation of how your finances will be affected, from the start of advice and throughout the planning process.

### eNews

Monthly e-mail newsletter with useful topics released during the month and market commentary for the previous month.

### Financial report

A financial report of your finances can be produced on request at any time.

### Financial review

Conducted as and when there has been a significant change to your financial situation to ensure that the original recommendations still correspond with your objectives and continue to be affordable.



## **Insight**

We have incorporated the Insight client portal within the website. This is a state of the art communication portal between us and you. It is a fully hosted 'cloud' based solution offering you access to the information we hold on your file twenty-four hours a day, all within a secure environment. Insight enables you to build a more comprehensive picture of your entire financial position and is now available for registration, please speak to your adviser.

## **Liaison with other professionals**

Meet, discuss and provide information to other professionals e.g. accountants as requested by you.

## **Quarterly investment review**

At the end of each quarter the recommended funds within your investments will be reviewed to assess whether they still correspond with our investment process and the portfolio structure corresponds with the recommended asset allocation. The investments in your portfolio will perform according to the market. Over time a portfolio's current asset allocation can move away from an investor's original target asset allocation. If left un-adjusted, the portfolio could either become too risky, or too conservative. The goal of rebalancing is to return the current asset allocation back in line with the original asset allocation.

The quarterly investment reviews take place on the 1<sup>st</sup> of March, 1<sup>st</sup> June, 1<sup>st</sup> September and 1<sup>st</sup> December.

## **Report - Capital gains**

Capital Gains Tax is applied to individuals and trustees on gains made on certain taxable assets, including collective investment schemes. To support you in preparing your tax returns this report will provide you with a gain or loss position on your holdings. It is designed to report on your gain or loss position within your serviced investments and not your overall Capital Gains Tax position. This is because we will not know whether you have carried out any other acquisitions or disposals in that tax year, which are not serviced by DBL Asset Management LLP. Capital gains or losses are calculated at an individual fund level.

## **Report - Pension contributions**

To support you in preparing your tax returns this report will provide you with a breakdown of your pension contributions during the tax year.

## Our fees

Whether you are to receive an initial or ongoing service there is a cost. We will not charge you until we have discussed your payment options and agreed with you how we are to be paid. We will also let you know if there are any other costs that might arise in connection with the services we provide to you.

Our charges and fees will be VAT exempt, unless the work we provide for you only involves advice and/or preparing a report, in which case VAT may be applicable. We will always tell you if you have to pay VAT before we undertake any work for you. Charges for the ongoing service will not be liable to VAT, unless the initial service was liable to VAT, where both the initial and ongoing services are part of the same package.

All charges and fees will be fully disclosed to you. These will be disclosed in summary form before we undertake any work for you. The precise charges relating to any recommendations we make will be confirmed in your Suitability Report or relevant product disclosure information that is given to you.

There is no additional cost to you for using a means of distance communication.

## Investment Transactions

We provide an independent advice service. This means that we will make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market.

### Initial charges

Whether you buy a product or not, you will pay us a fee for our advice and services. Our charges will become payable on completion of our work: -

#### Fixed Fee

The costs below are examples only and all fees will be agreed with you and confirmed in a fee agreement.

Type	£
<b>ISA</b>	
Establishment	£525.00
Additional Investment	£330.00
Transfer In	£695.00
<b>Offshore Bond</b>	
Establishment	£625.00
Additional Investment	£360.00
Disinvestment & Reinvestment	£845.00

<b>Onshore Bond</b>	
Establishment	£575.00
Additional Investment	£330.00
Disinvestment & Reinvestment	£775.00

<b>Personal Pension/SIPP</b>	
Establishment	£850.00
Additional Investment	£480.00
Transfer to Personal Pension/SIPP	£945.00
Flexi Access Drawdown - Including transfer	£1,150.00
Flexi Access Drawdown - Excluding transfer	£995.00

For clients with assets under advice of up to £500,000 standard initial fees do apply. Once a client has assets over £500,000 initial fees do not apply for standard work, but the firm reserves the right to charge initial fees for esoteric work outside of the service proposition. This incorporates advice relating to VCTs, EISs, Estate and Tax Planning.

We offer two methods by which the initial charges can be paid, so you are able to select the method which best suits your needs: -

### **Paying by Fee**

An invoice will be generated and issued to you on completion of the work. This should be settled by cheque or bank transfer within 14 days of the invoice date. The firm reserves the right to charge interest on invoices outstanding beyond the agreed payment period at a rate of 6.0% per annum. We do not accept cash payments.

### **Paying by Adviser Charging**

We will be paid by an adviser charge via deductions from the financial products that you might invest in, where the product /platform provider allows this. If you choose to pay by deduction from a financial product, this will reduce the amount left for investment and may, depending on your circumstances, have other consequences. Although you will not receive an invoice to settle it does not mean our service is free and the exact monetary amount will be shown on your annual statement.

If your investments are held on a platform you may choose to pay our adviser charges out of the funds held within the platform cash account, where the platform provider offers this facility. If this method is selected it is important that sufficient funds are maintained in the account to cover our adviser charges as and when they become payable. We will discuss the implications of using this payment option with you prior to putting it in place.

### **Our ongoing charges**

Any products we have arranged for you will only be kept under review as part of an agreed ongoing service for which you agree to pay. Any ongoing service will be agreed with you and confirmed in a fee agreement. The

## OUR FEES

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charge for this service will commence alongside the initial charge at the end of the month when the initial investment commenced. We offer two ongoing services dependent on where the investments are held as confirmed under the “Our services” section.

### Investments held on a platform

We have conducted platform research, and we will identify a suitable platform to meet your needs. The research and justification behind this decision can be found in the Centralised Investment Proposition document, which is available on request. Our standard annual ongoing charge for this service is 1.00% of funds under management subject to a minimum fee of £1,250 per annum: -

- For a fund of £100,000, our fee would be our minimum fee = £1,250 per annum
- For a fund of £350,000, our fee would be 1.00% of £350,000 = £3,500 per annum
- For a fund of £700,000, our fee would be 1.00% of £700,000 = £7,000 per annum

This fee reduces across the whole client portfolio once the client has funds under management of more than £1,500,000: -

- £1,500,000 - £2,000,000 0.95%
- £2,000,000 - £2,500,000 0.90%
- £2,500,000 - £3,000,000 0.85%
- £3,000,000 - £3,500,000 0.80%
- £3,500,000 - and over 0.75%

### Investments held on other platforms or with other providers

Our annual ongoing charge for this service is dependent on the work, as different amounts of time will be incurred depending on the platform/provider. For example, if providing an ongoing review of the funds within the investments one provider may only provide access to 20 funds, whilst another 1200. Therefore, with the latter more research time would be required. In the same instance the more frequent the review the more time and the greater the cost. For example, a quarterly investment review would take four times the amount of research time as an annual investment review.

**Please Note:** The amount of our annual ongoing charges may increase as the size of your fund grows. In some circumstances we may receive ongoing payments (commission) from product providers relating to existing investments you hold. Such payments may be considered when determining the charges for ongoing services. We will discuss and agree this with you where relevant.

### Paying by Fee

An invoice will be generated on a bi-annual basis. This should be settled by cheque or bank transfer within 14 days of the invoice date. The firm reserves the right to charge interest on invoices outstanding beyond the agreed payment period at a rate of 6.0% per annum. We do not accept cash payments.

## Paying by Adviser Charging

We will be paid as an adviser charge via deductions from the financial products that you might invest in, where the product /platform provider allows this. Although you will not receive an invoice to settle it does not mean our service is free and the exact monetary amount will be shown on your annual statement.

If your investments are held on a platform you may choose to pay our adviser charges out of the funds held with the platform cash account, where the platform provider offers this facility. If this method is selected it is important that sufficient funds are maintained in the account to cover our adviser charges, as and when they become payable. We will discuss the implications of using this payment option with you prior to putting it in place.

Ongoing services can be cancelled at any time by simply informing us in writing, but please note that we reserve the right to charge you for services provided prior to cancellation.

## Protection Planning

Our advised protection planning services are suitable if you are looking for the best way to protect you, your family or your business through products such as critical illness cover, health insurance and life cover. We advise on non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers. You can pay for our advised protection services by one of the following options: -

### Paying by Fee

Whether you buy a product or not, you will pay us a fee for our advice and services. If we receive commission from the product provider when you buy a product, we will pass on the full value of that commission to you in one or more ways. For example, we could rebate it to you in the form of enhanced benefits, use it to reduce your regular premiums or offset it against our fees, as appropriate.

### Fixed Fee

We can provide a review and recommendations on a fixed fee basis and we will agree the fee we will charge you, before beginning the work. We will tell you if you have to pay VAT and will detail what is included as part of this service in the service agreement. Should additional work be required, in excess to that agreed, this will be agreed separately.

A sample charge to a new client requiring family protection against death and critical illness based on £100,000 of cover is as follows: -

■ Client Services	3 hours at £75 per hour = £225.00
■ Advisory	2.5 hours at £200 per hour = £500.00
■ Estimated cost	£725.00

If we received commission from your chosen product provider of £350.00 this would reduce the fee you pay directly to us to £375.00

### Paying by commission

If you buy a financial product, we will normally receive commission on the sale from the product provider. Although you pay nothing up front, that does not mean our service is free. You still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission the provider may pay to us. If you buy direct, the product charges could be the same as when buying through an adviser, or they could be higher or lower. We will tell you how much the commission will be before you proceed with the recommendation. The amount of commission payable can vary and depends on a number of different factors including the type of product, your age and state of health when the product commences. We will confirm the actual amount to you before you buy a product.

In some limited circumstances we may receive a commission payment from a product provider. Typically, the commission payment will be offset against the charges you owe us for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy, we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services. Where relevant, we will provide details of the maximum amount that we could reclaim from you and the timescale in which we could do so, within our suitability report.

### Paying by a combination of commission and fees

Commission can be used to pay for our services or used to offset our agreed fees. Where a fee basis has been selected as the method of remuneration, commission that would otherwise become payable for policies arranged on your behalf will be rebated to you in the form of enhanced benefits, used to reduce your regular premiums or offset against our fees, as appropriate.

In the event of policy cancellations and where the policy provider has sought repayment of commissions previously paid by them, we reserve the right to charge a reasonable fee to cover the cost of repaying such commissions. We will discuss the different offsetting routes mentioned above to assess your preferred option as part of the recommendation process.

In addition, a number of areas are subject to minimum charges. Therefore, if the commission option is selected and the amount payable is less than the minimum charge, an additional fee may be payable. If this is the case the fee will be confirmed in writing prior to proceeding.

## Commencement & our obligations

This agreement shall commence once it has been signed by all parties and shall remain in force until terminated in accordance with the Cancellation section of this document.

### Recommendations

We will confirm any recommendations we make in writing in our suitability report, along with details of any special risks that may be associated with the products or investment strategies, which we have recommended.

### Risk

Before providing advice, we will assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you do not want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to so do. This may of course have a bearing on the advice that might have been given.

Please be aware that investments can fall, as well as rise and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

Specific warnings relevant to the investments, investment strategies or other products we arrange are provided in the relevant product literature provided.

### Best execution

In transmitting investment applications on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'. A copy of our best execution policy is available on request.

### Protecting your personal information

Your personal information is important to us. We will endeavour to take all due care to protect this information. We highlight below matters relating to your information of which you should be aware.

Some services are provided to our firm by third parties, such as processing business or obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details. Personal information held by ourselves may be disclosed on a confidential basis and in accordance with the General Data Protection Regulations 2018, to any such third parties. This information may be transferred electronically e.g. e-mail and we or any such third party, may contact you in future by any means of communication, which we consider appropriate at the time.

Product providers, lenders and investment managers may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe, e.g. India and the USA, that do not always have the same standard of Data Protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act, even when your personal information is processed outside Europe.

If you are concerned about any aspect of our privacy arrangements, please speak to your adviser.

### 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.

The check may leave a footprint on your credit file, but it will not affect your credit rating.

### Conflict of interests

We will endeavour always to act in the best interests of you, our client. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients' conflict with your interests, 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. If you would like a copy of the Conflicts of Interest Policy, please ask your adviser.

### Other benefits we may receive

From time to time we may attend training events funded and /or delivered by product providers, fund managers and platforms. These events are designed to enhance our knowledge and ultimately, therefore, enhance the quality of service we provide to our clients. Further details are available on request.

### Communicating with you

We may communicate with you by telephone, post, text, e-mail or in person. In certain circumstances, we may ask you to confirm any instructions in writing prior to implementation. All our communications with you will be in English.



# Cancellation

## Termination of this agreement

We may terminate this agreement and our authority to act on your behalf by giving at least twenty business days written notice. You may terminate this agreement at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing. You will be liable to pay for any services we have provided prior to termination and any fees outstanding, if applicable.

Ongoing services can be cancelled at any time by simply informing us in writing, but please note that we reserve the right to charge you for services provided prior to cancellation.

## Product cancellation rights

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 the conclusion of any contract.

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a thirty day cancellation period for a life, protection, payment protection or pension policy and a fourteen day cancellation period for all other policies.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be provided to you.

If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it, which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

# How you are protected

DBL Asset Management LLP is authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN.

Our Financial Services Register number is 468821. Our permitted business is advising on and arranging pensions, savings and investment products and non-investment insurance contracts. We are not permitted to advise and arrange mortgages. You can check this 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.

Unless we notify you in writing to the contrary, we will be treating you as a retail client. 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.

## Complaints

If you are dissatisfied with a recommendation we have made you are entitled to make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us:

**Write to:** The Compliance Officer  
DBL Asset Management, 14 Kennerley's Lane, Wilmslow, Cheshire, SK9 5EQ

**Telephone:** 01625 529 499

**E-mail:** [compliance@dbl-am.com](mailto:compliance@dbl-am.com)

**Website:** [www.dbl-am.com](http://www.dbl-am.com)

Please be assured we treat complaints seriously. For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS'), [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Financial Services Compensation Scheme

We are also covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the scheme if DBL Asset Management LLP cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

## Deposits

The protection available on deposits is £85,000 (£170,000 for joint accounts).

## Investments

Most types of investment business are covered for up to a maximum of £85,000.

## **Insurance**

Advising and arranging is covered for 100% of the claim, without any upper limit.

We may also, on occasion, advise on other financial products, which are not regulated by the Financial Conduct Authority (FCA). The Financial Services Compensation Scheme does not apply to any of these products.

Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk/consumer](http://www.fscs.org.uk/consumer).

# Privacy Policy

## What information do we collect about you?

We collect information about you when you engage us for financial advice and planning services. This information will relate to your personal and financial circumstances. It may also include special categories of personal data such as data about your health, if this is necessary for the provision of our services.

We may also collect information when you voluntarily complete client surveys or provide feedback to us.

Information relating to usage of our website is collected using cookies. These are text files placed on your computer to collect standard internet log information and visitor behaviour information. We will use your information collected from the website to personalise your repeat visits to the site

## Information about connected individuals

We may need to gather personal information about your close family members and dependants to provide our service to you effectively. In such cases it will be your responsibility to ensure that you have the consent of the people concerned to pass their information on to us. We will provide a copy of this privacy notice for them or, where appropriate, ask you to pass the privacy information to them.

## Why do we need to collect and use your personal data?

The primary legal basis that we intend to use for the processing of your data is for the performance of our contract with you. The information that we collect about you is essential for us to be able to carry out the services that you require from us effectively. Without collecting your personal data, we would be unable to fulfil our legal and regulatory obligations.

Where special category data is required we will obtain your explicit consent to collect and process this information.

## How will we use the information about you?

We collect information about you to provide you with the services for which you engage us.

## Who might we share your information with?

If you agree we may email you about other products or services that we think may be of interest to you. We will not share your information for marketing purposes with other companies.

To deliver our services to you effectively we may send your details to third parties such as those that we engage for professional compliance, accountancy or legal services as well as product and platform providers that we use to arrange financial products for you.

Where third parties are involved in processing your data we will have a contract in place with them to ensure that the nature and purpose of the processing is clear, that they are subject to a duty of confidence in processing your data and that they will only act in accordance with our written instructions. Where it is necessary for your personal data to be forwarded to a third party we will use appropriate security measures to protect your personal data in transit in line with the DBL Data & Security Policy.

To fulfil our obligations in respect of prevention of money-laundering and other financial crime we may send your details to third party agencies for identity verification purposes.

## How long do we keep hold of your information?

During our relationship with you we will retain personal data which is necessary to provide services to you. We will take all reasonable steps to keep your personal data up to date throughout our relationship. We are subject to regulatory requirements to retain your data for specified minimum periods. These are, generally: -

- Five years for investment business
- Three years for mortgage business
- Indefinitely for pension transfers and opt-out business
- Three years for insurance business

These are minimum periods, during which we have a legal obligation to retain your records. We reserve the right to retain data for longer where we believe it is in our legitimate interests to do so.

You have the right to request deletion of your personal data. We will comply with this request, subject to the restrictions of our regulatory obligations and legitimate interests as noted above.

## How can I access the information you hold about me?

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all your personal information, please email or write to us using the contact details noted below. When your personal data is processed by automated means you have the right to ask us to move your personal data to another organisation for their use. We have an obligation to ensure that your personal information is accurate and up to date. Please ask us to correct or remove any information that you think is incorrect.

## Marketing

We would like to send you information about our products and services which may be of interest to you. If you have agreed to receive marketing information, you may opt out later. You have a right at any time to stop us from contacting you for marketing purposes. If you no longer wish to be contacted for marketing purposes, please contact us by email or post.

### Cookies

We use cookies to track visitor use of the website and to compile statistical reports on website activity. You can set your browser not to accept cookies and the link below tells you how to remove cookies from your browser. However, in a few cases some of our website features may not function as a result.

For further information visit <http://www.allaboutcookies.org/>

### Other websites

Our website contains links to other websites. This privacy policy only applies to this website so when you link to other websites you should read their own privacy policies.

### What can you do if you are unhappy with how your personal data is processed?

You also have a right to lodge a complaint with the supervisory authority for data protection. In the UK this is: -

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

### Changes to our privacy policy

We keep our privacy policy under regular review and we will place any updates on this web page (and/or) inform you of any changes when they occur. This privacy policy was last updated on the 21<sup>st</sup> May 2018.

### How to contact us

Please contact us if you have any questions about our Privacy Policy or information we hold about you by email at [enquiries@dbl-am.com](mailto:enquiries@dbl-am.com) or write to us at DBL Asset Management, 14 Kennerly's Lane, Wilmslow, Cheshire SK9 5EQ

# General

## Jurisdiction

This agreement is governed by and should be interpreted in accordance with English law and you agree to submit to the non-exclusive jurisdiction of the English Courts.

## Legal and accounting advice

Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during discussions with us.

## Investment related

### Investment Performance & Risks

Please be aware that investments can fall as well as rise and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

With the best will and intention, unfortunately not everything is within our control. The financial markets and world events are notable matters which can impact on the recommended approach to you achieving your objectives. It should be noted that products are very rarely guaranteed and therefore, there is an inherent risk in all products. By “risk”, we mean the possibility that a product will not achieve the stated objective.


Specific warnings relevant to the investments, investment strategies or other products we recommend will be confirmed to you in your suitability report. Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We would draw your attention to the risks associated with these investments, as there is a restricted market for them. In some circumstances it therefore may not be possible to deal in the investment or obtain reliable information about its value.

## Declaration

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. This client agreement replaces any previous agreements and understandings we have with you and will only be modified where confirmed in writing.

I/We acknowledge that the client agreement will come into effect once it has been signed by all parties. This agreement is governed, and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.

If you understand the above terms and agree to them, please sign and return this Client Agreement, **CA01012023**, as soon as possible. On receipt we shall update your file and return the original copy for your records.



**Dacre Staines**  
Partner

**Signature:** .....

**Client:** .....

**Date:** .....

E-mail: [dacre.staines@dbl-am.com](mailto:dacre.staines@dbl-am.com)

**You should seek legal advice in respect of your own specific requirements to ensure the validity of this agreement.**









