

# DGS Chartered Financial Planners

## Our Agreement with you



DGS Independent Financial Advisers Ltd  
Registered Office: 2 Crown Buildings, The Green, Chingford, London, E4 7EX  
Directors: Doug Walker · Steve Piacenti  
Registered in England No. 3784035  
FCA No. 225814  
Authorised and regulated by the Financial Conduct Authority

# Introduction

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This document introduces the services offered by DGS Chartered Financial Planners and explains how we will conduct business with you and on your behalf. This document and our discussions will lead you through each step of our advice process so you will be clear about what we can do for you and how much it will cost. It is important you understand the terms within it, so if anything needs to be clarified please ask your DGS financial planner.

The terms of this Client Agreement come into force immediately when the document is signed and remain in force until further notice.

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# About DGS Chartered Financial Planners

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## Who are DGS Chartered Financial Planners?

We are a firm of experienced Chartered Financial Planners providing independent financial advice to individual and corporate clients alike. DGS was formed in 1999 and currently has a team of \*41 people working out of four offices in London, Hertfordshire and the Midlands. We understand that everyone is an individual and that they have different needs at different stages in life. That's why we focus on helping people to identify those needs, and then advise on solutions to help them achieve their goals. The ethos of DGS is threefold:-

- to maintain a team that offers quality advice and a high level of service;
- to offer excellent personalised financial advice to help people achieve their goals;
- to be reliable, trusted and available.

\* As at March 2017

## Why should you choose DGS?

Thousands of people already do, many of whom have been with us for two or three decades (pre-dating the birth of DGS). The majority of new people come to DGS via personal recommendation, which is testimony to how satisfied our existing customers are with our service. We believe this is because we are customer-focused, professional and readily available, and also because we set our advice at a level you can easily understand. Our mandate is one of "plain speaking", which means that your understanding of the advice being offered is paramount.

	Your due diligence checklist	
1	<b>Independence</b> – DGS is independent and will remain so in the future. We have met the more stringent independent qualifying criteria applying from 1 January 2013. We feel that it is in our clients' best interests to ensure that we continue to advise on the broadest possible range of financial products.	✓
2	<b>Chartered</b> – The Financial Conduct Authority (FCA) insists that advisers are QCF Level 4 qualified from January 2013. All DGS advisers are QCF Level 4 qualified, six of them having achieved Chartered status – QCF Level 6. We pride ourselves on going beyond industry minimum qualification requirements and have recently been awarded firm chartered status by the Chartered Insurance Institute.	✓
3	<b>Direct authorisation</b> – DGS is directly authorised by the FCA. Our activities are not governed by a Network. Network members may be subject to the influence of the Network, which may restrict the providers used or the type of business its advisers may place. Most Network members are one-man-band financial advisers and do not have the benefit of working with other financial advisers with varying backgrounds, qualification levels and experiences.	✓
4	<b>The FCA Register</b> – Visit <a href="http://www.fca.gov.uk">www.fca.gov.uk</a> to identify DGS as being authorised and regulated by the FCA – enter our FCA number 225814. You will be able to identify on the website the range of business permissions we have, which are extensive.	✓
5	<b>Profitability</b> – It is imperative that the business that provides your financial advice is profitable. If the Independent Financial Adviser (IFA) business you deal with ceases to trade, you will lose the link to the financial advice you rely on. DGS has made a profit each and every year since our inception. This shows that we run our business the right way and are able to offer our clients a quality service at a competitive price.	✓

# Independent status

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## **DGS are “Independent” not “restricted”**

There are two kinds of financial adviser: independent financial advisers (IFAs) and restricted advisers. DGS advisers are all independent financial advisers. All of our financial advisers are authorised by the Financial Conduct Authority and are qualified to the level required by FCA regulation. In respect of all forms of investment contracts, our financial planners are unable to accept commission as a form of payment, thereby removing any potential for bias in product recommendations.

## **Restricted advice**

Confusingly, there are different meanings to the term ‘restricted’. Advisers with this title will be restricted in some way and it is the adviser’s responsibility to clearly explain how their advice is restricted.

DGS advisers offer unrestricted ‘whole of market’ advice to their clients, meaning that the adviser must review the whole market for the particular products on which they give advice.

DGS believes it is important for you to have the benefit of independent financial advice. Your financial adviser will therefore review the whole market before recommending a financial product. This ensures that we are able to find the most suitable financial solutions for your circumstances.

## **Importance of independence**

Our IFAs will undertake a comprehensive and fair analysis of the whole of the market in order to make their personal recommendations to you. The advice given must be unbiased and unrestricted. Our IFAs are able to advise on financial products available in the relevant market across all product areas and we do not have any agreements in place with providers to recommend their products.

# Chartered status

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## What is a Chartered Financial Planner?

The titles of Chartered Financial Planner and Chartered Financial Planners were granted by the Chartered Insurance Institute (CII). The Privy Council authorised the CII to issue the Chartered title in 2005. Thus, a Chartered Financial Planner now carries equivalent qualifications, much like other established professions such as Chartered Accountants and Chartered Surveyors, etc. Membership of the Personal Finance Society, the leading professional body for financial planners, is required to be able to use the professional designation: Chartered Financial Planner.

The qualification fits into the National Qualifications Framework at Level 6, equivalent to a Bachelors (first) Degree.

The role of a financial adviser is to help individuals and businesses understand their financial circumstances and to help them plan for the future. This usually includes tax, investment and retirement planning but may extend to more specialist services such as wealth management, trustee investment, divorce and non-domiciled clients. DGS prides itself on taking a holistic approach to sound financial planning, and we consider our client's long-term situation, undertaking detailed analysis before making any recommendations.

## DGS are Chartered Financial Planners

The Chartered mark of professionalism in financial services has been extended to corporate entities, allowing firms, not just individuals, to carry the Chartered status. In order to achieve this, DGS undertakes to ensure that all advisers develop and maintain the necessary skills to provide the highest quality of financial advice.

## The DGS Code of Ethics

DGS Independent Financial Advisers adheres to a code of ethics as set out by the Personal Finance Society. The code is briefly summarised as follows:

- DGS promises to act with the highest ethical standards and integrity
- DGS acts in the best interest of its clients
- DGS provides a high standard of service
- DGS treat clients fairly regardless of race or racial group, religion or belief, disability, sex or sexual orientation, age
- DGS will comply with this code and all relevant laws and regulations

To view the full Code of Ethics, please visit the PFS website at:  
[http://www.thepfs.org/media/2233620/pfs\\_code\\_of\\_ethics.pdf](http://www.thepfs.org/media/2233620/pfs_code_of_ethics.pdf)

# Your pathway to financial advice

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Successful financial planning is a two-way process. Your DGS financial planner will ask you a number of questions to make sure they understand you, your circumstances and your expectations. You need to have total faith in your financial planner, therefore, at DGS we believe in creating a strong trusting relationship with our clients in order to fully understand their unique requirements. Initially, your financial planner's greatest skill is their ability to ask you the right questions, and more importantly, to listen to your answers. They need to build up a complete picture of your requirements.

Once they have all of the relevant information, they can begin to develop your financial plan. Using their expertise and knowledge they will prepare a plan for you that considers both your short term and long-term financial objectives and, if appropriate, recommend suitable financial products to meet your needs.

By working together with your financial planner, we feel you will be able to benefit from the objective, professional and personal service that you deserve.

## **1 Understanding**

We will meet you at a convenient time and place and review your financial situation and objectives. Our aim is to fully understand your short and long-term financial aspirations.

## **2 Strategy**

After gathering all the relevant information, we will assess and agree your financial priorities and devise a plan to meet your requirements. Where there is a need, we will research the whole of the market to find appropriate products to help you achieve your objectives.

## **3 Solutions**

We will arrange a second meeting and present your personalised financial plan. This will include your current position, your objectives and our recommendations report on how to achieve them. You will receive a "Suitability Report" that confirms the rationale used for your financial plan and the options that have been recommended. This is a very important part of the process. We will ensure that you are comfortable with and fully understand these recommendations before agreeing how to proceed.

## **4 Administration**

Following the meeting, we will complete all of the relevant paperwork.

## **5 Ongoing Commitment**

We understand that your personal circumstances and objectives can change so we strongly recommend reviewing your plan on at least an annual basis. We believe in the benefit of long-term relationships with our clients and making sure that your plan is updated as your life and financial position changes.

# Personal Client Agreement

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## Authorisation Statement

DGS Independent Financial Advisers Limited is Authorised and Regulated by the Financial Conduct Authority. Our Register number is 225814. The Financial Conduct Authority (FCA) regulates the financial services industry in the UK. Their address is 12 Endeavour Square, London, E20 1JN. You can check this on the FCA's 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.

## Our Services

DGS Independent Financial Advisers Limited is able to act on your behalf in advising you on investments and non-investment insurance contracts. We offer products and services as follows:

- **Investments** - we offer an independent advice service. We will recommend investments based on a comprehensive and fair analysis of the market. We will place no restrictions on the Investment Markets we will consider before providing investment recommendations, unless you instruct us otherwise. We will however only make a recommendation when we know it is suitable for you.
- **Non-investment protection contracts** - we are an intermediary and will act on your behalf when providing advice and making our personal recommendation(s) to you. We will do this based on a fair and personal analysis of insurers for term assurance, income protection, critical illness and health insurance.
- **General Insurance Contracts** - we are an intermediary and will act on your behalf when recommending an insurer based on your demands and needs from a fair analysis of the market. The insurers we consider will be listed to you when we carry out our research. It will be your responsibility to ensure the policy meets your demands and needs for Buildings and/or Contents, Private Medical Insurance, Accident, Sickness and Unemployment Insurance.

We offer you an initial discussion (at our cost) at which we will describe our services more fully and explain the payment options. If you decide to go ahead, we will:

- gather and analyse personal financial information about you, your aims and objectives;
- recommend and discuss any action we think you should take and, with your agreement, arrange relevant solutions for you.

You should be aware that investments carry varying degrees of risk and their underlying values can fall as well as rise. The value of investments is not guaranteed and on encashment you may not get back the full amount invested.

Unless we notify you in writing to the contrary, we will be treating you as a "retail client" for investment business, and a "consumer client" for insurance business. 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.

## Your Aims and Objectives

Any advice or recommendation we offer you will only be given after we have assessed your needs and considered your financial objectives and attitude towards any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

With very few exceptions, we will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

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.

We will issue any documentation/recommendations and any other communication to you in English (unless agreed otherwise).

We may also, on occasion, advise on other financial products which are not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products.

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 may therefore not be possible to deal in the investment or obtain reliable information about its value.

### **Our Ethical Policy**

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- be open, honest and transparent in the way we deal with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon; seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.

## **Our Investment Services and Costs**

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We provide you with an initial consultation free of charge. This helps us to understand your financial objectives and will confirm how we can support you in working towards these. We will also discuss the cost, and levels, of our services, both initially and throughout our relationship with you.

There are two levels of service you can choose from:

- Full Financial Planning
- Transactional Only

Both levels of service include the following process:-

- the gathering of information about your existing financial arrangements and personal circumstances;
- obtaining an understanding of your investment knowledge and your attitude and tolerance towards investment losses;
- the recommendation of an asset allocation model that matches your risk profile and the assessment and suitability of any existing holdings;
- preparation of our recommendations to you;
- explain and discuss our recommendations in detail

Our standard charge for this service is a fee of £500 payable on provision of the report containing our recommendations to you. However, this sum can be higher or lower depending

on the amount of work required by your DGS Financial Planner to prepare your individual report and recommendation(s). This cost will be confirmed by your DGS Financial Planner prior to undergoing the review process. This fee will be waived wholly or in part should you decide to implement any of our recommendations.

### **Full Financial Planning**

Most people choose this service because they value the ongoing advice and relationship with their DGS Financial Planner. We will discuss the full range of our on-going services during our initial consultation. These services include, but are not limited to, providing you with:

- structured reviews to give you peace of mind;
- ongoing assessment of your circumstances;
- updates and information regarding your holdings;
- a review of your attitude to risk and investment strategy;
- any changes to your plans that may be needed;
- ongoing support with correspondence and administration issues;
- ad-hoc access to your DGS Financial Planner by telephone, email or in writing in between agreed reviews.
- we will agree the number of reviews at our meeting

### **Transactional Only**

Occasionally people ask for a one-off transaction with no ongoing service. These are typically people with a high level of existing investment knowledge and who already hold a variety of investments, including stocks & shares. They would generally be deemed to be a “sophisticated investor”. However, this service may also apply to any client who wants a one-off advice service regarding a specific investment and does not require an on-going service.

This service involves a one-off fee charged to provide the basic service and to arrange a single investment/plan on your behalf. No on-going service is offered following the setting up of an investment/plan and no on-going fees are payable for the Full Financial Planning service.

DGS only assumes responsibility for the advice offered at outset and is not liable for any changes to your circumstances thereafter that may affect the suitability of the investment/plan recommended. You are welcome to seek further advice from us at any time, subject to a new fee being agreed prior to any advice being offered.

### **Policy Arrangement & Implementation – Lump Sum Investments or Transfers**

Should you instruct us to proceed with any of our recommendations, we will act for you in the following ways:

- the implementation of any agreed actions;
- the provision of a Suitability Report to summarise your needs and objectives and to confirm our recommendations;
- handle all fund and policy administration on your behalf;
- ensure all your documents are issued correctly.

Our charge for this service is based on a percentage of the amount you invest and/or transfer, or a monetary amount. The level of this charge will be between 1% and 5% and will be agreed with you before DGS proceeds with any chargeable work on your behalf. The typical amount charged is 3% (subject to a minimum of £500).

This payment can either be taken from your investment upon receipt by the policy provider or paid directly by you. Where we receive such a payment we will waive our ‘financial review and recommendation’ fee by the same amount.

Example 1; if we arrange an investment on your behalf for £10,000 our implementation fee would be £300 (based on a typical charge of 3%). However, as this is less than the minimum 'financial review and recommendation' fee of £500 we would charge you an additional £200 as the balance.

Example 2; if we arrange investments on your behalf totalling £100,000 our implementation fee would be £3,000 (based on a typical charge of 3%). As this exceeds the 'financial review and recommendation' fee no other charges would be applied.

### **Policy Arrangement & Implementation – Regular Premium Savings, Investments or Pension Contributions**

Our charge for implementing a regular premium plan is up to 50% of the first year's premium, subject to the minimum fee of £500.

### **Your Payment Options**

The charges on regular premium contracts can either be taken from your investment(s) upon receipt by the policy provider or paid directly by you.

### **Settling Adviser Charges in a single payment**

Whether you buy a product or not you will still need to pay us an adviser charge for our advice and recommendation and/or arrangement and implementation services, which will become payable on completion of our work, with any such fee agreed beforehand.

You can pay this directly on commencement of the policy. On receipt of this payment we will waive our 'financial review and recommendation' fee by the same amount with any balance falling due at the same time.

Example 1; if your monthly contribution is £50, our implementation fee would be £300. As this is less than the 'financial review and recommendation' fee of £500, the total charge payable by you would be £500.

Example 2; if your monthly contribution is £100, our implementation fee would be £600. As this exceeds the 'financial review and recommendation' fee of £500, the total charge payable by you would be £600.

### **Settling your adviser charge by instalments**

Settling the adviser charge for our advice and recommendation and/or arrangement and implementation services by instalments is only available where a regular premium product is recommended.

### **Paying by instalments through your recommended product**

If you take out a regular premium product, you can choose to have your adviser charge deducted from the product through instalments. Although you pay nothing up front, that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product. These deductions will pay towards settling the adviser charge. The reductions could reduce the amount left for investment.

You can pay the implementation fee through your policy in instalments. This would normally be in the form of 4 equal instalments over a maximum period of 12 months. The deductions are limited to a maximum sum equivalent to 50% of each monthly contribution. Where we receive such payments we will waive our 'financial review and recommendation' fee by the same amount. However, if the 'implementation' fee is this less than the 'financial review and recommendation' fee, the balance will be payable by you to DGS IFA Ltd.

Example 1; if your monthly contribution is £50, our implementation fee would be £300. This will be collected by deducting 4 instalments of £75 over a maximum period of 12 months. As

this is less than the 'financial review and recommendation' fee of £500, a balance sum of £200 will be payable by you to DGS IFA Ltd.

Example 2; if your monthly contribution is £100, our implementation fee would be £600. This will be collected by deducting 4 instalments of £150 over a maximum period of 12 months. As this is more than the 'financial review and recommendation' fee of £500, no other charges would apply.

### **Full Financial Planning Service - Ongoing Fee**

We will agree the level of on-going services at the time of, or prior to, making our recommendation(s) to you. Typically, our costs range from 0.5% to 1% per annum and are based on the value of your investment(s). The minimum annual cost of this service is £300, expressed as a percentage of your initial investment.

As an example; if the value of your investment(s) totalled £50,000, the annual cost would range from £300 (being the minimum) to £500. The amount you pay will fluctuate with the value of your investment; if your investment increases in value, the amount you pay us will increase and if your investment falls in value the amount you pay us will reduce (subject to the minimum £300). Any change to the level of services throughout this agreement will result in a pro-rata charge being applied.

The ongoing fee in relation to any regular contributions paid will be deducted by the provider directly from your plan and will be proportionate for each monthly contribution.

If you require an ad-hoc review or additional services that are not included in the Full Financial Planning Service, we will be pleased to provide them for you, subject to discussion and agreement on any additional costs.

### **General Fee Information**

The fees described in the previous sections of this agreement can either be deducted from your investment(s) via the plan/investment provider or paid directly by you. You should note that when paid from your investment(s) it may reduce your personal tax thresholds and/or exemption levels. Where this happens, we will discuss it with you and confirm it in your personal Suitability Report.

If you wish to pay the policy arrangement and implementation fee directly, you can spread the payment over a 12 month period, and we can arrange for a standing order to be set up on a quarterly basis at 1/4 of the fee agreed. If you choose to pay this fee directly to us and not via the plan provider, an additional charge of 0.25% per annum will apply. This is to cover the cost of the extra administration involved. This charge will be capped to a limit of £50 per quarter.

Should you decide to cancel our agreement to provide on-going services, you must provide written confirmation of your decision and we will cease payments for these services within 7 business days and after collection of any due proportion of any period charges.

### **Our Insurance and Protection Services and Costs**

Similar to our investment services above, we will provide you with a personal financial review prior to making our recommendation(s) to you. Should you accept our recommendation(s) we will arrange the implementation of this/these for you. The reasons for our recommendations will also be provided to you in a written report.

We do not usually charge a fee for our insurance and protection services as we will normally receive commission from the policy provider. You will not be subject to VAT for this service. If a contract is cancelled mid-term resulting in a claw back of commission paid, we reserve the right to ask you to cover this cost. In this event, this will be agreed prior to the implementation of the contract and covered by a supplemental fee agreement to be signed by you and our

firm. In the absence of such an agreement being signed, there will be no claw back of commission.

### **Cancellation rights**

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 30 day cancellation period for a life, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies.

For pure protection policies; the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued 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.

The Policy Arrangement & Implementation fee will still payable in the event of a policy being cancelled during the cancellation notice period. This means you will still be required to pay the agreed fee for the advice received and for the product implementation.

For commission paying policies; if a policy is cancelled during the cancellation notice period or during the early years of a policy term in which some or all of the commissions are repayable to the provider, we reserve the right to ask you to pay a sum to DGS IFA Ltd which is equal to the commission repayable.

### **VAT**

Under current legislation our services are not subject to VAT, but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

### **Client money**

Client Money refers to funds you wish to be invested. This is separate to any agreed fees payable to DGS for services rendered. DGS Independent Financial Advisers Limited is not permitted to handle client money and we cannot accept a cheque made out to us, or handle cash.

### **Documentation**

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

### **Instructions**

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing.

### **Material Interest**

We will act honestly, fairly and professionally. This is known as conducting business in 'Client's best interest' regulations. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other client's conflict with your interest,

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.

### **Complaints**

If you wish to register a complaint, please write to The Compliance Officer, DGS Independent Financial Advisers Limited, 2 Crown Buildings, The Green, Chingford, London, E4 7EX, or telephone 0208 524 8521.

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 [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by contacting them on 0800 023 4 567.

### **Compensation Scheme**

We are covered by the Financial Services Compensation scheme (FSCS) if we cannot meet our obligations. If you make a valid claim against us in respect of the investments we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme (FSCS). This depends on the type of business and the circumstances of the claim. Most types of investments & pensions are covered up to a maximum limit of £85,000 (if the business failed after 1/4/19). Insurance policies and private medical insurance contracts are covered for 90% of the claim, without any upper limit. For Long-term insurance (e.g. annuities and life assurance) the maximum level of compensation for claims against provider firms declared in default on or after 3 July 2015 is 100% of the claim with no upper limit.

Further information about these amounts and limits for all other product types are available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

### **Data Protection**

The Board of Directors of **DGS Independent Financial Advisers Ltd**, located at 2 Crown Buildings, The Green, Chingford, London E4 7EX are [within the context of its Information Security Policy] committed to compliance with all relevant UK and EU laws in respect of personal data, and to protecting the “rights and freedoms” of individuals whose information we collect in accordance with the General Data Protection Regulation (GDPR).

#### **1. Background to the General Data Protection Regulation (‘GDPR’)**

The General Data Protection Regulation 2016 replaces the EU Data Protection Directive of 1995 and supersedes the laws of individual Member States that were developed in compliance with the Data Protection Directive 95/46/EC. Its purpose is to protect the “rights and freedoms” of living individuals, and to ensure that personal data is not processed without their knowledge, and, wherever possible, that it is processed with their consent.

#### **2. Definitions used by the organisation (drawn from the GDPR)**

**Territorial scope** – the GDPR will apply to all controllers that are established in the EU (European Union) who process the personal data of data subjects, in the context of that establishment. It will also apply to controllers outside of the EU that process personal data in order to offer goods and services or monitor the behaviour to data subjects who are resident in the EU.

**Establishment** – the main establishment of the controller in the EU will be the place in which the controller makes the main decisions as to the purpose of its data processing activities. The main establishment of a processor in the EU will be its administrative centre. If a controller is based outside the EU, it will have to appoint a representative in the jurisdiction in which the controller operates, to act on behalf of the controller and deal with supervisory authorities.

**Personal data** – any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Special categories of personal data** – personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

**Data controller** – the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

**Data subject** – any living individual who is the subject of personal data held by an organisation.

**Processing** – any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Profiling** – is any form of automated processing of personal data intended to evaluate certain personal aspects relating to a natural person, or to analyse, or predict that person's performance at work, economic situation, location, health, personal preferences, reliability, or behaviour. This definition is linked to the right of the data subject to object to profiling and a right to be informed about the existence of profiling, of measures based on profiling and the envisaged effects of profiling on the individual.

**Personal data breach** – a breach of security leading to the accidental, or unlawful, destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed. There is an obligation on the controller to report personal data breaches to the supervisory authority and where the breach is likely to adversely affect the personal data or privacy of the data subject.

**Data subject consent** - means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data.

**Child** – the GDPR defines a child as anyone under the age of 16 years old. The processing of personal data of a child under 13 years of age is only lawful if parental or custodian consent has been obtained.

**Third party** – a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

**Filing system** – any structured set of personal data, which are accessible according to specific criteria, whether centralised, decentralised or dispersed on a functional or geographical basis

### **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.

#### **Law**

This client agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

#### **Force Majeure**

DGS Independent Financial Advisers 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 seven 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 and a due proportion of any period charges for services shall be settled to that date.