

# Client Agreement

## Mortgages, Equity Release and Protection Planning

### 1. INTRODUCTION

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.

Aaron Tawny is able to act on your behalf in advising you on Mortgages, Equity Release and Protection planning. We offer you an initial discussion (at our cost) at which we will describe our services more fully and explain the payment options. Following our initial discussion, should you decide to go ahead there is a cost for our advice and services.

### 2. OUR SERVICE

The services that you have selected and the charges for those services are confirmed in Section 9 - Your Consent at the end of this agreement. We agree to provide the services selected and you agree to pay us for those services.

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to 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.

### 3. COMMENCEMENT

This agreement shall commence on the date of signature and shall remain in force until terminated in accordance with Section 6 - Cancellation.

### 4. OUR SERVICES AND HOW WE CHARGE FOR THEM

For any aspect of our services all actual charges and fees will be fully disclosed to you. 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/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.

#### Mortgage Advice

Our mortgage services are designed to provide you with the best mortgage solution for your needs. We advise on mortgage products, this means that we will make a recommendation for you after we have assessed your needs. We are not limited in the range of mortgages we will consider for you. We offer mortgages in the non-business and business markets and first charge and second charge loans, in both markets.

## Alternative Finance Options

You should note that where we provide services in relation to increased borrowing on an existing mortgaged property there may be alternative options available to you that may be more appropriate. For example, you may be able to obtain a further advance from your existing lender, or obtain an unsecured loan for the additional funds. Where your existing mortgage is a first charge against the property, a second charge mortgage may be available and where the existing mortgage is a second charge a first charge loan may be available.

## Payment Options

You can pay for our mortgage services by:

- A combination of fee and commission from the mortgage lender

### Paying by a combination of fee and commission from the lender

Our minimum charge for our mortgage services is £400 (half the agreed fee is payable up front and the remainder is payable on receipt of the mortgage offer / completion) this may increase depending on the amount of work involved. We may also receive commission from the mortgage lender.

You will receive a Key Facts Illustration / European Standardised Information Sheet when considering a particular mortgage, which will tell you about any fees relating to it.

### If we charge you a fee, and your mortgage does not go ahead, we will not refund:

- The agreed initial up front fee, if we have taken into consideration the details of your credit report / history / carried out research/ product options and sourced a suitable mortgage provider.
- The full agreed fee, if you do not proceed with the mortgage, after the offer has been produced.

### Example of our fee, based on a £100,000 flexible offset mortgage application

Adviser time	£120 per hour	2 hours	£240	
Administrator time	£70 per hour	2.5 hours	£175	
				<b>Total cost - £415</b>

## Equity Release Advice

Equity Release is a way of releasing the wealth tied up in your property. With an Equity Release Scheme you have to be over a certain age (typically over 55) and own your own home. There are two main types of Equity Release plans on the market – Lifetime Mortgages and Home Reversion Plans.

Where you are eligible for Equity Release we advise on Equity Release products. This means we will advise and make a recommendation after we have assessed your needs.

We offer a comprehensive range of Equity Release products from across the market.

## Payment Options

You can pay for our Equity Release services by:

- A combination of fee and commission from the Equity Release provider

### Paying by a combination of fee and commission from the provider

Our minimum charge for our Equity Release product is £850 (£400 payable up front and £450 is payable on receipt of the Offer of Equity Release / completion) this may increase depending on the amount of work involved. We may also receive commission from the Equity Release provider.

You will receive a Key Facts Illustration/ European Standardised Information Sheet when considering a particular Equity Release product which will tell you about any fees relating to it.

If we charge you a fee, and your Equity Release does not go ahead, we will not refund:

- The agreed initial up front fee, if we have taken into consideration the details of your credit report/history/ carried out research/ product options and sourced a suitable Equity Release provider.
- The full agreed fee if you do not proceed with the Equity Release, after the offer has been produced.

### Example of our fee, based on a £60,000 agreed drawdown facility for a Flexible Lifetime mortgage

Adviser time	£120 per hour	5.5 hours	£660	
Administrator time	£70 per hour	3 hours	£210	
				<b>Total cost - £870</b>

## 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.

### Payment Options

You can pay for our Protection services by:

- A combination of fee and commission

Our minimum charge for a protection planning report is £300. This may increase depending on the amount of work involved. We may also receive commission from the provider.

### Combination of fee and commission

Where we will receive a commission from the provider at the implementation stage, we will tell you the amount before we carry out any business for you. Any commission we receive from the product provider can be used to offset the agreed fee. Although in some circumstances you may pay nothing to us up front this does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product.

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

#### Example of our fee, based on a £100,000 Life and Critical Illness planning report

Adviser time	£120 per hour	2 hours	£240	
Administrator time	£70 per hour	1 hour	£70	
				<b>Total cost - £310</b>

## 5. Our Obligations

### Recommendations

We will confirm to you in writing the basis of our recommendations. We will also provide you with a 'Key Facts' Illustration (KFI) or a European Standardised Information Sheet (ESIS) which is a personalised description of the costs and features of the mortgage / product that we are recommending. You may ask us to provide you with additional KFIs or ESISs for any mortgage / product for which you are eligible.

### 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 that you should be aware of.

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 Data Protection Act 1998, 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 and lenders may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe (such as 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.

### 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.

### 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.

## Communicating with you

We may communicate with you by telephone, post, 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.

## 6. CANCELLATION

### Termination of this Agreement

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

### 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 30 day cancellation period for a life, protection or payment protection policy and a 14 day cancellation period for all other policies. Please note that there is no right to cancel a mortgage contract once the mortgage transaction has been concluded.

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

## 7. HOW YOU ARE PROTECTED

Aaron Tawny is authorised and regulated by the Financial Conduct Authority (FCA), 25 The North Colonnade, Canary Wharf, London, E14 5HS.

Our Financial Services Register number is 301672. Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and 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.

### 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:

**In writing:** The Compliance Officer, Aaron Tawny, 6 Market Place, Kettering, Northants, NN16 0AL

**By phone:** +44 (0) 1536 512724

**By e-mail:** [enquiries@atawny.co.uk](mailto:enquiries@atawny.co.uk)

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'). Full details of the FOS can be found on its website at [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 we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

**Insurance** - advising and arranging is covered for 90% of the claim, without any upper limit.

**Mortgages** (including Equity Release) – advising and arranging is covered up to a maximum limit of £50,000.

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

### **Client money**

We are not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of a level of service you have agreed to) or handle cash.

## **8. 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 the course of discussions with us.

### **Direct mortgage deals**

We advise on mortgage products from the whole of the market. This means that we source and recommend mortgages from the range of mortgages available, not only to "intermediary" firms but also from certain lenders who may offer products directly to the public, with more favourable terms. Accordingly our recommendation to you will be based on the most suitable mortgage product for you.

If there is a particular mortgage product that you are aware of which is available directly from a lender that you wish us to review and comment on, we are happy to do so. We may charge you a fee for providing advice in relation to this but would agree this with you at the time.

### **Unsolicited promotions**

We may contact you in the future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular mortgage product or service which we feel may be of interest to you.

### **Providing information to your insurer**

Your insurance / protection cover is based upon the information you provide to the insurance company. Where you are buying insurance as an individual or commercial client you must take 'reasonable care' to answer all questions asked by the insurer fully and accurately. You must still disclose all 'material facts' (any information that may influence the insurer's decision over cover or terms) prior to inception and throughout the period of the policy. Again, failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.

## 9.YOUR CONSENT

I/We authorise the transfer of personal information, on a confidential basis and in accordance with the Data Protection Act 1998, between Aaron Tawny and any relevant third parties. I/We agree that Aaron Tawny or any such third party may contact me in the future by any means of communication (including by electronic communication e.g. email) considered appropriate at the time.

I/We also confirm that I am / we are happy / not happy to give Aaron Tawny express consent to contact me/us by telephone, email or post, to discuss advising on or arranging a mortgage product in the future.

We may wish to contact you in the future so that we can provide information about other services that may be of interest to you. Please tick if you would like to receive information about our services by means of:

Email:

Telephone:

Text Message:

Post:



Aaron Tawny is Authorised and Regulated by the Financial Conduct Authority.



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