



# CLIENT AGREEMENT

## MORTGAGES AND PROTECTION PLANNING

Hanson Mortgage Brokers

11 Witney Way, Boldon Business Park, Tyne & Wear, NE35 9PE

## INTRODUCTION

This agreement sets out the services we will provide and the charges you will pay.

**Hanson Mortgage Brokers** is able to act on your behalf in advising you on mortgages and protection planning.

For Non-Investment Insurance Contracts, we are an Insurance Intermediary and act on your behalf. Where we provide advice on protection contracts including life insurance, critical illness, and income protection this will be based on a fair and personal analysis of the market.

We offer you an initial discussion (without charge) in 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.

## 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 may arise in connection with the services we provide to you.

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 will be willing to consider.

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 offer a comprehensive range of mortgages from across the market, but not deals that you can only obtain by going direct to a lender. 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. If you are looking to take out a retirement interest only mortgage, a lifetime mortgage may be available and more appropriate for you.

### 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**

We charge an administration fee of £350.00. This fee is for research and implementation (e.g. application and administration costs when arranging the loan). In addition to the fee, we charge you, we may receive commission from the mortgage lender, which will be disclosed on the Key Facts Illustration / European Standardised Information Sheet that you will receive relating to your chosen mortgage.

Our initial fee is payable in stages with the first £200.00 on application to cover application costs and the remainder at completion to cover completion costs.

**Should you wish, you can request to view the commission rates from each of the lenders we considered at the time that we made our recommendation to you.**

**NB- The amount of commission will vary depending on individual circumstances, the lender and product. The exact amount of the commission will be explained to you before you apply for a loan.**

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, you will receive:**

- A full refund if we have not carried out any research/processing on your behalf.
- No refund if we have carried out credit searches/research/ product options and sourced a suitable mortgage provider.

### **PROTECTION PLANNING**

Our advised protection planning services are suitable if you are looking for the best way to protect yourself, your family or your business through products such as critical illness cover, health insurance and life cover.

You can pay for our advised protection services by commission (where this is available) payable by the product provider, which is a percentage of the annual premium. Where we are paid by commission, we will tell you the amount before we carry out any business for you.

## 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.

### Conflict of interests

We have a conflicts of interest policy which is available upon request and if we identify any conflict of interest, we will inform you.

### Communicating with you

We may communicate with you in the most appropriate method based on your circumstances. In certain circumstances, we may ask you to confirm any instructions in writing prior to implementation.

## CANCELLATION

### Termination of this agreement

We may terminate this agreement by giving you at least 20 business days' written notice. You may terminate this agreement at any time, without penalty. We will give notice of termination in writing and will take effect 20 business days from the date the letter was issued. 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 before cancellation and any outstanding fees, if applicable.

### Product cancellation rights

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.

## HOW YOU ARE PROTECTED

Hanson Mortgage Brokers is a trading style of Lyncombe Consultants Ltd, Brookdale Centre, Manchester Road, Knutsford, Cheshire, WA16 0SR which is authorised and regulated by the Financial Conduct Authority, 12 Endeavour Square, Stratford, London, E20 1JN.

Lyncombe Consultants Limited's Financial Services Register number is 618025. Lyncombe Consultants Limited's 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, or any other interested parties i.e. guarantors, 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 Director, Lyncombe Consultants Ltd, Brookdale Centre, Manchester Road, Knutsford, Cheshire, WA16 0SR.

**By phone:** 01565 658 840

**By e-mail:** [Complaints@lyncombeconsultants.co.uk](mailto:Complaints@lyncombeconsultants.co.uk)

Please be assured that 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.

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

**Client money**

We are not permitted to handle client money and we cannot accept a cheque made out to us or a similarly named account or Lyncombe Consultants Ltd (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

Please note that Lyncombe will not be liable for any losses which you may sustain by your failure to observe this important protection.

**GENERAL**

**Jurisdiction**

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

**Direct mortgage deals**

We advise on mortgage products from the whole of the market. Certain lenders may offer products directly to the public, rather than via an intermediary firm, with more favourable terms. Accordingly, our recommendation to you will be based on the most suitable mortgage product incorporated within the range available.

**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, this means that you must take 'reasonable care' to answer all questions asked by the insurer fully and accurately. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

**YOUR CONSENT**

**Please read these terms carefully before signing them. If you do not understand any point, please ask for further information**

This agreement shall commence on the date of signature below.

**Date of Issue:** .....

**Client Name(s):** .....

**Client Signature(s):** .....

**Date:** .....

## Protecting your personal information

- To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Processing of your personal data is necessary for the performance of our contract for services with you. Generally, this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you.
- We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service, we will need to pass certain personal details to the product or service provider.
- We may engage the services of third-party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g., by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g., telephone/ email /letter etc.).
- The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.
- We will issue you with our Privacy Notice. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.
- As part of this agreement, we will ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- **Special categories of personal data:** there are certain categories of personal data that are sensitive by nature. The categories include data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.
- If you are concerned about any aspect of our privacy arrangements, please speak to us.

## Consent- Sensitive personal data

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described above we require your consent by indicating your agreement to the following statement:

**I / we consent to the processing of sensitive personal data as far as it is necessary for the services I / we require from Hanson Mortgage Brokers**

**Client Name(s):** .....

**Client Signature(s):** .....

**Date:** .....

We may also engage the services of third-party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. If you wish to know the names of these third parties please contact us for further information.

## Consent - Marketing

From time to time, we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this, we require your consent by agreeing to one or all of the options:

**I / we consent to be contacted for marketing purposes by:**

**Email:**

**Telephone:**

**Text Message:**

**Post:**

***Please note that you may withdraw this consent at any time by giving us notice.***