

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.

Chadney Bulgin is able to act on your behalf in advising you on mortgages, equity release and protection planning. We offer you an initial discussion (without charge) 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 below.

IMPORTANT INFORMATION ABOUT CHADNEY BULGIN LLP & TATTON ASSET MANAGEMENT PLC ("TAM")

If we think that it would be in your interests, we will:

- Use, or recommend that you use, the services of Paradigm Mortgage Services LLP or any other firm that TAM may acquire in the future that offers relevant products and/or services.

Paradigm Mortgage Services LLP (the "Company") is a wholly owned subsidiary of TAM.

Chadney Bulgin LLP owns 23995 of the shares issued by TAM which is considered to be a minority shareholding. The value of these shares depends, at least in part, on how profitable the Company is, and how profitable it is expected to be.

TAM's shareholders may also receive a dividend payment from TAM, once or twice a year. How likely it is that a dividend will be paid, and how big that payment will be, also depends, at least in part, on how profitable the Company has been.

We have systems and controls in place to make sure that our shares in TAM do not create any possible disadvantage for you.

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.

4.1 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 (for second charge loans, we will introduce you to a specialist broker who will source the most appropriate loan for your circumstances).

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 pay for our mortgage services by a combination of fee and commission from the mortgage lender.

Paying by Fee

We charge a fee of £249 (£350 for a professional landlord) at outset and a further £299 (£400 for a professional landlord) on offer of a mortgage. We may receive commission from the mortgage lender in addition to the fees we have charged you which will be disclosed on the European Standardised Information Sheet you will receive relating to your chosen mortgage.

If we are paid commission by one or more mortgage lenders, you have the right to request information on the levels of commission we will receive from different lenders in relation to any mortgage product recommended.

You will receive a 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 not receive any refund.

Special Mortgage Offers

Where a particular mortgage product at a special interest rate is being recommended, every effort will be made to obtain the product, however as products can be withdrawn with little or no notice, Chadney Bulgin cannot be held responsible if the lender withdraws the product before the application is received by the lender.

4.2 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.

You pay for our equity release services by a combination of fee and commission from the equity release provider.

Paying by Fee

We charge a fee of £750 at outset. We may also receive a fee or commission from the equity release lender in addition to the fee charged to you which will be disclosed on the European Standardised Information Sheet you will receive relating to your chosen product.

If we charge you a fee, and your equity release does not go ahead, you will receive:

- No refund if we have carried out credit searches, research and sourced a suitable mortgage provider

4.3 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 commission.

Paying by commission

Where we are paid by commission we will tell you the amount before we carry out any business for you. Although you may pay nothing to us 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.

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 either refund the commission that has been paid to us, or forego future regular payments of commission, we reserve the right to charge you a fee representing the amount we have to repay, or would have been paid, for a period of up to four years after commencement of the policy. We will confirm the exact amount that will need to be repaid by you and the timescale over which it will need to be repaid in the suitability report we will send you when a recommendation is made. 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.

5. OUR OBLIGATIONS

Recommendations

We will confirm to you in writing the basis of our recommendations. We will also provide you with a European Standardised Information Sheet (ESIS) or Key Features Illustration (KFI) 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 ESIS's/KFI's for any mortgage / product for which you are eligible

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 and in meeting our obligations to preventing money laundering or terrorist financing. 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 and to prevent money laundering or terrorist financing.

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'll 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'll 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.

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 (unless agreed otherwise).

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

Chadney Bulgin is authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN.

Our Financial Services Register number is **483323**. 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 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, Chadney Bulgin LLP, 89 Fleet Road, Fleet, GU51 3PJ

By phone: +44 (0) 1252788888

By e-mail: compliance@chadneybulgin.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** (Please note that for Business buy-to-let mortgages, if you cannot settle your complaint with us, you will not be entitled to refer it to the FOS).

Financial Services Compensation Scheme

We have briefly set out some information about the Financial Services Compensation Scheme (FSCS) below. If you would like further information about compensation scheme arrangements, details are available at www.fscs.org.uk or call 0800 678 1100.

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

In the majority of cases, eligible claims related to advising and arranging of protection products are covered for 90% of the claim, without any upper limit.

Mortgages (including equity release but importantly not including either consumer or business buy-to-let mortgages) – advising and arranging is covered up to a maximum limit of £85,000.

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 service for which we have sent you an invoice) 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.

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, this means that you must take 'reasonable care' to answer all questions asked by the insurer fully and accurately. For general insurance policies such as building and contents insurance once cover has been arranged, you must immediately notify the insurers or us of any changes to the information that you have already provided. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other clients (e.g. commercial clients) 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.

YOUR CONSENT

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

I/We acknowledge that the client agreement will come into effect from the date of issue.

I/We agree that Chadney Bulgin may make an application to a mortgage lender on my/our behalf in order to secure a competitive deal appropriate to my/our circumstances. In doing so, I/we consent to a credit search being conducted in support of an application for a mortgage on my/our behalf.

Date of issue		
Client name(s):		
Client Signature(s):		
Date of signature:		

SERVICES & CHARGES AGREED

Initial Service	Tick to confirm	Details of agreed fee	
Advice relating to mortgages	<input type="checkbox"/>	Progression fee	£249
	<input type="checkbox"/>	Fee on mortgage offer	£299
	<input type="checkbox"/>	Lender Procurement Fee	To be confirmed in ESIS
	<input type="checkbox"/>		No fee
	<input type="checkbox"/>	Professional landlord progression fee	£350
	<input type="checkbox"/>	Professional landlord fee on mortgage offer	£400
Advice relating to equity release	<input type="checkbox"/>	Agreed fee to be paid directly by you	£750
		Lender Procurement Fee	To be confirmed in KFI/ ESIS
Advice relating to protection planning	<input checked="" type="checkbox"/>	Pay by commission Please note that if you cease the policy within the first four years we reserve the right to charge you a fee representing the amount of any commission we have to repay.	To be confirmed in Provider Illustration

I agree to pay Chadney Bulgin any fees due as outlined above.

Client Signature(s):		
Date of signature:		

Chadney Bulgin, Chartered Financial Planners, also provide advice in other areas, including investments, pensions, care fees planning etc.

Would you like to discuss your situation with an adviser? *(Please tick as appropriate)*

Yes, now Yes, in 3 months' time No

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 Chadney Bulgin

Client name(s):		
Client signature(s):		
Date:		

Please note that you may withdraw this consent at any time by notifying us at our main business address.

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.

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** **Post**

Client name(s):		
Client signature(s):		
Date:		

Please note that you may withdraw this consent at any time by notifying us at our main business address.

Privacy Notice

This privacy notice explains how we use any personal information we collect about you.

What information do we collect about you?

We collect information about you when you engage us for financial planning/financial advice/mortgage advice. 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.

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'd also be unable to fulfil our legal and regulatory obligations.

Where special category data is required we'll obtain your explicit consent in order to collect and process this information.

How will we use the information about you?

We collect information about you in order 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 won't share your information for marketing purposes with other companies.

In order 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'll 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'll only act in accordance with our written instructions.

Where it's necessary for your personal data to be forwarded to a third party we'll use appropriate security measures to protect your personal data in transit.

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.

In the event that your adviser is unavailable you might be contacted by a member of their team, who will have access to your information.

How long do we keep hold of your information?

In principle, your personal data shouldn't be held for longer than is required under the terms of our contract for services with you. However, we're subject to regulatory requirements to retain data for specified minimum periods. We also reserve the right to retain data for longer than this due to the possibility that it may be required to defend a future claim against us. In any case, we'll not retain your personal data for longer than 5 years past the time of your death.

You have the right to request deletion of your personal data. We'll 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'd like a copy of some or all of 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'd like to send you information about our products and services which may be of interest to you. If you've agreed to receive marketing information, you may opt out at a later date.

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.

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

0303 123 1113 (local rate)

Changes to our privacy policy

We keep our privacy policy under regular review. This privacy policy was last updated on 01/01/2018.

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 info@chadneybulgin.co.uk

Or write to us at :

Chadney Bulgin LLP

89 Fleet Road

Fleet

Hampshire

GU51 3PJ