



**MORTGAGES, EQUITY RELEASE & PROTECTION PLANNING  
CLIENT AGREEMENT**



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**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 points please ask us for clarification as soon as convenient. Please contact us at:**

- **Telephone:** 01252 788888
- **E-mail:** info@chadneybulgin.co.uk
- **Website:** www.chadneybulgin.co.uk
- **In Writing:** Chadney Bulgin LLP, 89 Fleet Road, Fleet, Hampshire, GU51 3PJ.

## **1. The Financial Conduct Authority (“FCA”) authorises the firm to provide financial advice**

Chadney Bulgin LLP is authorised and regulated by the FCA, 12 Endeavour Square, London, E20 1JN. Our reference number is 483323. Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages (including lifetime mortgages). You can check this on the Financial Services Register by visiting [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.

## **2. 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.

## **3. Commencement**

This agreement shall commence on the date of signature and shall remain in force until terminated in accordance with Section 12 – Ending this agreement

### **IMPORTANT INFORMATION ABOUT CHADNEY BULGIN LLP & TATTON ASSET MANAGEMENT PLC (“TAM”)**

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

- Invest, or recommend that you invest, in the products manufactured by Tatton Investment Management Ltd, Tatton Onshore Tax Strategies Ltd, Paradigm Mortgage Services LLP, Paradigm Partners Ltd and any other firm that TAM may acquire in the future that offers relevant products and/or services.
- Use, or recommend that you use, the services of Tatton Investment Management Ltd, Tatton Onshore Tax Strategies Ltd, Paradigm Mortgage Services LLP, Paradigm Partners Ltd and any other firm that TAM may acquire in the future that offers relevant products and/or services.

Tatton Investment Management Ltd, Tatton Onshore Tax Strategies Ltd, Paradigm Mortgage Services LLP, Paradigm Partners Ltd (the “Companies”) are wholly owned subsidiaries 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 Companies are, and how profitable they are 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 Companies have 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. Your aims and objectives**

Unless we notify you in writing to the contrary, we will be treating you as a “retail client”. This means that you are afforded the highest level of protection under the regulatory system and you should have the right to take any complaint to the Financial Ombudsman Service.

Any advice or recommendation we offer to you will only be given after we have assessed your needs and considered your financial objectives. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider. So that we can recommend suitable products or services to you, it is important for us to gather information that is up to date, complete and accurate.

**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 conclusion of any contract.

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.

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

In executing or transmitting applications on your behalf to third parties, we will take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as ‘best execution’.

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.

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 product or service which we feel may be of interest to you.

Neither Chadney Bulgin nor its 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 to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

#### **5. We do not accept payment to this company except for the payment of our fees**

Chadney Bulgin is not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

#### **6. You will have the right to cancel any arrangements we make but you may not get back the full fees paid**

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 or health protection policy. 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 issued to you.

#### **7. We cannot guarantee to meet a deadline where an outside agency is relied upon**

Where a particular product is being recommended and a deadline exists, every effort will be made to set up the product before the deadline. However, as products can be withdrawn with little or no notice and outside agencies (e.g. the Royal Mail) may be involved, Chadney Bulgin cannot be held responsible for missing a deadline unless the firm has delayed transmission of the application.

## **8. If you have a complaint we will take it very seriously and endeavour to resolve it quickly**

In the event that you are dissatisfied with a recommendation we have made you may be 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, Hants, GU51 3PJ

**By phone:** 01252 788888

**By e-mail:** [compliance@chadneybulgin.co.uk](mailto:compliance@chadneybulgin.co.uk)

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 FOS can be found on its website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please be assured we treat all complaints very seriously.

## **9. Further investor protection may be available**

If you would like further information about compensation scheme arrangements, details are available at [www.fscs.org.uk](http://www.fscs.org.uk) or call 0800 678 1100.

Most of the products we advise on are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if product providers or we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

The actual level of compensation you receive will depend on the basis of your claim. The FSCS only pays compensation for financial loss.

## **10. We will try to avoid any conflicts of interests but if one occurs...**

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.

## **11. Ending 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. Notice of termination must be given in writing and will take effect from the date of receipt. Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing. You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.

## **12. We may need you to assist us in our EU duty to carry out anti-money laundering checks**

We are required by the EU 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 commencement. This agreement gives us permission to copy certain documents to evidence these checks.

## **13. We will disclose all charges and fees to you**

All charges and fees will be fully disclosed to you and are disclosed in summary form at the end of this agreement. The precise charges relating to any work or recommendations we make will be confirmed in your suitability report or relevant product disclosure information that is provided to you.

We will inform you if VAT becomes payable on any of our services

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

## **14. Mortgage Advice**

Our mortgage services are designed to provide you with the best mortgage solution for 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.

## **15. 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 £1,000 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.

### **16. Retirement Interest Only Mortgages**

Retirement interest only (RIO) mortgages allow you to only pay the interest on your loan with the capital being repaid when you die or enter long term care. They are aimed at those over 55 who can show that they can afford to make the interest payments from their retirement income.

Where we have assessed that you are eligible for a RIO mortgage we will advise and make a recommendation based on the range of products available on the market.

### **Paying by Fee**

We charge a fee of £750 at outset. We may also receive a fee or commission from the RIO 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 your Equity Release or RIO mortgage does not go ahead, and we have carried out credit searches, research and sourced a suitable mortgage provider, our fee will still be payable and no refund will be given.**

### **17. 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.

### **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.

### **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 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.



## **18. 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.

### **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).



**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.

**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"/>	Product Transfer	£199
	<input type="checkbox"/>	Professional landlord progression fee	£350
	<input type="checkbox"/>	Professional landlord fee on mortgage offer	£400
	<input type="checkbox"/>	Retirement interest only (RIO)	£750
			Lender Procuration Fee
Advice relating to equity release	<input type="checkbox"/>	Agreed fee to be paid directly by you	£1,000
		Lender Procuration Fee	To be confirmed in KFI
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/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.

I/we agree to any fees outlined above.

<b>Date of issue</b>	
<b>Client name(s):</b>	
<b>Client Signature(s):</b>	
<b>Date of signature:</b>	

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

## Data Protection

We collect and process your personal data (as such term is defined in the EU General Data Protection Regulation 2016/679 (“GDPR”)) in the course of providing our services. We are a data controller (as the term is defined in the GDPR) of such personal data. Full details of how we process personal data can be found in our Privacy Notice, at [chadneybulgin.com/privacy](http://chadneybulgin.com/privacy)

We may collect and process personal data in relation to your health where you provide this either in a written application or by speaking with an adviser. This data will be collected and processed in accordance with our Privacy Notice and used solely for the purpose of researching and advising on one or more products to suit your needs and assisting you with the application for and ongoing management of such products. We may also pass this data to third party service providers so that they may carry out the services that they provide to us. In order to collect and process this data, we require your consent. This consent can be withdrawn at any time.

**Please note that we cannot provide a full range of services without such consent, and withdrawal of consent is likely to require us to cease providing our services to you.**

**By signing this form you confirm that you understand and consent to our processing of your personal data and, where relevant, your sensitive data and our passing such data to third party service providers.**

From time to time we send our clients information promoting our services, or other similar services in which we believe you might be interested. If you would like to receive this information, please tick the box below. Alternatively, please contact The Data Protection Officer on 01252 788888 or in writing to 89 Fleet Road, Fleet, Hampshire GU51 3PJ

**Please tick this box if you wish for us to contact you for marketing purposes by e-mail, telephone, post or SMS.\***

Client Name(s) \_\_\_\_\_

Client Signature(s) \_\_\_\_\_

Date signed \_\_\_\_\_

Adviser Name \_\_\_\_\_

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?

We will hold personal data (e.g. name, address, date of birth and contact details) in line with our regulatory and legal obligations as set out by our regulator – currently a minimum of:

- a) Five years for investment business
- b) Three years for mortgage business
- c) Three years for insurance business
- d) Indefinitely for occupational pension transfer or opt-out business
- e) Where we have had initial discussions but not yet conducted business, we will hold your data for a maximum of 12 months

We also reserve the right to retain data for longer where we believe it is in our legitimate interest to do so.

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](mailto:info@chadneybulgin.co.uk)

Or write to us at :

Chadney Bulgin LLP  
89 Fleet Road  
Fleet  
Hampshire  
GU51 3PJ