

BURLINGTON

M O R T G A G E S

Client Agreement-Mortgage and Protection

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.

Burlington Mortgages, a trading name of Burlington Associates Limited which is Authorised and Regulated by the Financial Conduct Authority (FCA), is able to act on your behalf in advising you on mortgages 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.

It is important that you read this agreement fully. If there is something you do not understand, please ask us to explain it.

OUR SERVICE

Whatever financial decisions you have to make, the first step towards making the right decisions is to establish a clear understanding of your needs. At our first meeting we will gather information about you to help define your needs and priorities.

Our general philosophy, with clients, is to work on a six-step process:

STEP	STAGE	WHAT IS INVOLVED
Step 1	ENGAGEMENT	Getting to know you and understanding your objectives <i>(on the basis you have a requirement or want to understand what your borrowing capacity is)</i>
Step 2		Assessing your needs / requirements <i>(including gathering information on your financial position / circumstances)</i>
Step 3		Research & Analysis into solutions or a strategy to meet your needs
Step 4		Obtaining a Decision In Principle (DIP) based on your needs and circumstances
Step 5	IMPLEMENTATION	Obtaining a Mortgage Offer
Step 6	ON-GOING REVIEW SERVICE	Reviewing your circumstances and arrangements on an on-going, agreed basis

COMMENCEMENT

This agreement shall commence once it has been signed by all parties and shall remain in force until terminated in accordance with **CANCELLATION**, see later within this document.

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:** Whether you're buying your first home, moving home or looking to re-mortgage, our mortgage services are designed to provide you with the best mortgage solution for your needs.
- **Protection planning:** Providing advice on the best way to protect your mortgage, your family and your financial future.

Mortgage planning

We advise on mortgages for business and non-business purposes and first charge and second charge loans. We advise on a comprehensive range of mortgages from across the market, but not deals that you can only obtain by going direct to a lender.

Our advice will be based on the most suitable mortgage product included within the range available to intermediary firms. 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.

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 your existing mortgage is a second charge a first charge loan may be available.

Protection planning

Where we provide protection planning services we are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market. 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.

Payment Options

You can pay for our mortgage services by:

1. A fee
2. Commission from the mortgage lender (where this is available) [**commonly known as procuration fees**]
3. A combination of fee and commission (procuration fee) from the mortgage lender

Paying by Fee

Fixed Fee

We charge a fee of £250.00. 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 you will receive relating to your chosen mortgage.

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

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

Our Engagement cost of £250 is only payable per client (including a couple) once per annum. This fee is due at the stage a Decision in Principle is ready to be submitted. Burlington Mortgages can only release the DIP on the basis the engagement fee has been paid and is classed as cleared funds in their bank account.

Protection

We can be paid by either commission from the provider or by way a fee from yourself. For example, If the commission falling due equates to £1,500.00 a fee of £1,500.00 can be paid up front in the place of the commission. The impact of this would be to reduce the premium depending upon term and provider chosen at outset.

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.

OUR OBLIGATIONS

Recommendations

We will confirm to you in writing the basis of our recommendations (our suitability report). We will also provide you with a European Standardised Information Sheet (ESIS) key facts illustration (KFI) which give a 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.

Financial crime

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We will verify your identity before undertaking any business with you. To do this 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. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

Conflict of interests

Although we will always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the 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 own interests, we will write to you and ask for your consent to proceed before we carry out any business for you. We will also let you know the steps we will take to make sure you are treated fairly.

We have a conflicts of interest policy. If you want to see a copy of it please ask us.

Communicating with you

Our normal ways of communicating with you are by telephone, post, e-mail or in person. Our communications will be in English.

We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

Where you have consented for us to do so, 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.

Benefits we may receive

Under the rules of our regulator the FCA, we can't accept payments or benefits from other firms (e.g. product providers) unless it's designed to enhance the quality of service we provide and it doesn't conflict with our duty to act in our clients' best interests.

From time to time we may attend training events funded and /or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Please ask us if you want further details.

YOUR OBLIGATIONS

This section sets out your obligations in agreeing to receive our services.

Providing information about your circumstances

Our advice will be based on the information that you give so it is important that you provide us with accurate and up-to-date information when we request details about your circumstances and objectives. This will allow us to provide you with the appropriate advice. If you limit the information provided it could affect the suitability of the advice we give.

Payment for services

By signing this agreement, you are agreeing to pay the charges for our services as set out in **Services Agreed**. Your selected payment method is also confirmed in section 5. We will tell you if any payments are subject to VAT.

In some limited circumstances (for protection planning business) we may receive a commission payment from a product provider and the commission payment is offset against the charges you owe us for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy, we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.

Legal and accounting advice

We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant.

CANCELLATION AND AMENDMENTS

Ending this agreement

You or we 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.

Amendments

From time to time it may be necessary to amend the terms set out in this agreement where it's not necessary to issue a new agreement. If this is the case we'll write to you with details of the changes at least twenty eight business before they are due to take effect.

Product cancellation rights

Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

Please note that there is no right to cancel a mortgage contract once the mortgage transaction has been concluded.

USEFUL INFORMATION ABOUT OUR SERVICES

Who authorises us to advise you?

We are authorised and regulated by the Financial Conduct Authority (FCA), 25 The North Colonnade, Canary Wharf, London, E14 5HS. www.fca.org.uk. Our firm reference number is 439731.

Our permitted business includes advising on and arranging non-investment insurance contracts and mortgages.

You can check our details 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.

What if things go wrong?

If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns.

- **Telephone:** +44 (0)207 329 7500
- **Email:** info@burlingtonfs.com
- **In writing:** The Managing Director, Burlington Associates Limited, 10th Floor, 88 Wood Street, London, EC2V 7RS

We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at www.financial-ombudsman.org.uk.

Additional peace of mind

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.

You may be able to claim compensation from the FSCS if we can't meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:

- **Mortgages** - advising and arranging is covered up to a maximum limit of £50,000.
- **Insurance** – in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.
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Further information is available from the FSCS at www.fscs.org.uk.

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 notifying us at our main business address.

SERVICES AGREED

Service	Tick to confirm	Details of agreed fee	
Mortgage advice		Agreed fee to be paid directly by you when a Decision in Principle (DIP) is ready to be submitted	£250.00
		Pay by commission (commonly known as procuration fee) from selected Lender	Yes
Protection planning advice		Pay by commission (Tick to confirm) or	
		Agreed fee to be paid directly by you	

Declaration

I/We acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated.

This agreement is governed, and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts

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

Signed on behalf of Burlington Mortgages

Adviser name	
Adviser signature:	
Date:	

Payment can be made either by cheque made payable to Burlington Associates Limited (as Burlington Mortgages is a trading name of Burlington Associates Limited) and sent to our address 10th Floor, 88 Wood Street, London, EC2V 7RS or alternatively you can send funds to our bank account with Natwest.

Account Name: Burlington Associates Limited

Sort Code: 50-41-01

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Account Number: 45032858

Reference: Your surname - the initials of the mortgage advisor you are dealing with and finally - the postcode of your current residential property e.g.Smith-PT-EC2V7RS

APPENDIX A – 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'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.

YOUR 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 Burlington Associates Limited.

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.