

## David Williams IFA Mortgage & Insurance Services Ltd Client Agreement

This agreement sets out the terms under which we will provide our services to you, so it is important that you read it fully. If there is something you don't understand please ask us to explain it.

If you have a question or concern about any aspect of our services please contact us at:

- **Telephone:** 01604 250280
- **Email:** info@dwifa.co.uk
- **Website:** www.dwifa.co.uk
- **In writing:** David Williams IFA Mortgage & Insurance Services Ltd, 5 Waterside Way, Northampton, NN4 7XD.

This agreement sets out our respective obligations. Section 4 (Useful information about our services) includes details of the protections available to you under UK financial services regulations. The services we have agreed to provide and the cost for those services are shown in Section 5 (What we do and how we charge).

### 1. Our obligations

#### Our Recommendations

- We will confirm to you in writing the basis of our recommendations (our suitability report). We will also provide you with a Key Facts Illustration (KFI) or a European Standardised Information Sheet (ESIS) 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 occasions 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 client's conflict with your own interests, we will write to you and ask for your consent before we carry out 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, SMS text message 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.

## 2. 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 the information we request about your circumstances and objectives to 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 Section 5 (What we do and how we charge). Your selected payment method is also confirmed in Section 5. We will tell you if any payments are subject to VAT.

### 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.

## 3. Cancellation and amendments

### 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.

### 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 will write to you with details of the changes at least twenty-eight business days before they are due to take effect. Product cancellation rights.

### 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.

## 4. Useful information about our services

### Who authorises us to advise you?

- David Williams IFA Mortgage & Insurance Services Ltd is an Appointed Representative of David Williams IFA Ltd which is authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. Our firm reference number is 597007 and David Williams IFA Limited's firm reference number is 530750.
- Our permitted business is advising on and arranging mortgages (including consumer and business buy-to-let and lifetime mortgages) and non-investment insurance contracts.
- You can check our details 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.
- Please note that business buy-to-let mortgages and commercial mortgages are **NOT** regulated by the FCA.

### 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:** 01604 250280
  - **Email:** [info@dwifa.co.uk](mailto:info@dwifa.co.uk)
  - **In writing:** The Complaints Officer, David Williams IFA Limited, 5 Waterside Way, Northampton, NN4 7XD
- 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](http://www.financial-ombudsman.org.uk).
- **Business buy-to-let mortgages and Commercial mortgages**  
Please note that where you take out a business buy-to-let mortgage or commercial mortgage, you will **not** be entitled to refer it to the Financial Ombudsman Service, if you cannot settle your complaint with us.

### 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 including Equity Release and Consumer buy-to-let** - advising and arranging is covered up to a maximum of £50,000.
  - **Business Buy-to-Let and Commercial Mortgages** -as these types of mortgages are not regulated by the Financial Conduct Authority, you will not have any recourse under the Financial Services Compensation Scheme.
  - **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.
- Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## 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) that may 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 would like further details.

## 5. What we do and how we charge

We are a financial planning business, focused on helping you understand and plan for your financial future. This information is designed to give you an idea of:

- What we do and how we do it (our services)
- What this is likely to cost and how you can pay us

This section provides details about our services and how we charge, so it is important that you read it fully. If there is something you do not understand, please ask us to explain it.

### Our services

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.

- **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.
- **Equity release** – this is a way of releasing the wealth tied up in your property. With an equity release product, you have to be over a certain age (typically over 55) and own your own home. Where you are eligible for equity release we are able to advise on equity release products.
- **Buy-to-let and commercial mortgages** - we are able to advise on consumer\* and business buy to let mortgages and commercial mortgages.

\* A situation where you are a landlord as a result of circumstance rather than as a result of an active business intention is likely to be considered a **consumer** buy to let mortgage. For example, if you have previously lived in a property but are looking to rent it out because you have been unable to sell it.

- **Protection planning:** Providing advice on the best way to protect your mortgage, your family and your financial future.

We will only start work once we have agreed our services and charges with you.

### Our advice

- **Mortgages** – we offer a whole of market mortgage advisory service including lifetime mortgages 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.
- **Equity release** - We advise on a comprehensive range of equity release products from across the market i.e. we are not limited in the range of equity release products we will consider for you. There are two main types of equity release product available on the market, these are lifetime mortgages and home reversion plans.
- **Buy-to-let and Commercial** - we are not limited in the range of consumer and business buy-to-let mortgages we will consider for you.

- **Non-investment protection contracts** - we advise on non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers. We are an intermediary and will provide advice which is based on a fair and personal analysis of the market.

## Our charges

The way we are paid for our services may depend on the type of advice given. For equity release business, typically this will be by fees agreed and paid by you or commission paid by the lender.

Our actual charges and fees (in pounds and pence) will be agreed with you before we do any work and we will explain your payment options too. We will also let you know where any fees are subject to VAT.

Service description	Charges
<ul style="list-style-type: none"> <li>• An initial meeting to find out more about you</li> <li>• Agreeing your financial goals and objectives</li> <li>• Establishing your attitude to mortgage risk</li> <li>• Reviewing your current arrangements</li> <li>• Undertaking research to identify appropriate products</li> <li>• Providing a personalised report and recommendations</li> <li>• A face to face meeting to discuss our recommendations</li> <li>• Implementation of agreed recommendations (see below)</li> </ul>	<p>We do not charge for this initial meeting and relevant research</p>
<p>Advising on and arranging mortgages including consumer and business but-to-let mortgages and commercial mortgages</p>	<p>Our charge for our mortgage service is subject to a <b>minimum</b> fee of £850.</p> <p>Where the mortgage would fall in to the category of an “adverse credit” application or is a complex matter, due to the additional work involved this service would attract a minimum fee of £1,250.</p> <p>We may receive a payment direct from the mortgage lender, which will be disclosed on the key facts illustration or European Standardised Information Sheet (ESIS) you will receive in relation to your recommended mortgage product. If any payment we receive direct from the lender covers the cost of our fee, no additional fee will be charged to you. However, if any payment direct from the lender is less than our minimum fee of £850 or £1,250, we will charge you a fee to make up the difference.</p> <p>Where any fees are charged these will be discussed with you prior to the submission of any business. In addition, we will confirm if the fees are payable upon application, once the offer has been issued, or on completion. We may also discuss a combination of these depending on the complexity and timescale of the work involved.</p> <p><b>Here’s an example of our charges:</b></p> <ul style="list-style-type: none"> <li>• For a standard mortgage product of £150,000 our fee will be our minimum of £850</li> <li>• Indicative payment direct from a lender = £480</li> <li>• £850 less £480 leaves £370 payable by you.</li> </ul>

<p>Advising on and arranging a product transfer mortgage at the end of an initial benefit period</p>	<p>Our charge for any product transfers at the end of an initial benefit period is subject to a minimum fee of £500.</p> <p>We may receive a payment direct from the mortgage lender, which will be disclosed on the key facts illustration or European Standardised Information Sheet (ESIS) you will receive in relation to your recommended product transfer. If any payment we receive direct from the lender covers the cost of our fee, no additional fee will be charged to you. However, if any payment is less than £500, we will charge you a fee to make up the difference.</p> <p>Where any fees are charged these will be discussed with you prior to the submission of any business. In addition, we will confirm if the fees are payable upon application, once the offer has been issued, or on completion. We may also discuss a combination of these depending on the complexity and timescale of the work involved.</p> <p><b>Here's an example of our charges:</b></p> <ul style="list-style-type: none"> <li>• For a product transfer of £150,000 our fee will be our minimum of £500</li> <li>• Indicative payment direct from a lender = £300</li> <li>• £500 less £300 leaves £200 payable by you.</li> </ul>
<p>Advising on and arranging non-investment insurance contracts</p>	<p>We do not make any separate charge for our services in relation to non-investment insurance contracts as these are typically covered by commission from the relevant product provider.</p> <p>We may receive commission from the product provider which will be disclosed on the Quote Illustration which you will receive in relation to your recommended insurance product.</p> <p>If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy we may be obliged to refund commission received back to the provider. In such cases we would contact you to discuss the reasons for the non-payment of the premiums and reserve the right to request payment from you to cover any outstanding balance or charge being requested.</p>
<p>Advising on and arranging a lifetime mortgage or home reversion plan</p>	<p>Our charge for our equity release services is subject to a <b>minimum</b> fee of £1,250.</p> <p>We may receive a payment direct from the mortgage lender, which will be disclosed on the key facts illustration or European Standardised Information Sheet (ESIS) you will receive in relation to your recommended equity release product. If the commission we receive from the lender covers the cost of our fee, no additional fee will be charged to you. However, if the commission is less than £1,250, we will charge you a fee to make up the difference.</p> <p>Where any fees are charged these will be discussed with you prior to the submission of any business. In addition, we will confirm if the fees are payable upon application, once the offer has been issued, or on completion. We may also discuss a combination of these depending on the complexity and timescale of the work involved.</p> <p><b>Here's an example of our charges:</b></p> <ul style="list-style-type: none"> <li>• For an equity release product of £10,000 with a reserve drawdown facility of £90,000 our fee will be our minimum of £1,250.</li> <li>• Indicative payment direct from the lender = £500</li> <li>• £1,250 less £500 leaves £750 payable by you.</li> </ul>

One off advice service	<p>We appreciate that sometimes you may just be looking for help in a particular area on a one off /ad hoc basis. For example, you may just want us to review your current arrangement. You may just want a second opinion on advice provided by a third party.</p> <p>This service may be suitable if you're looking for a specific piece of one off advice, limited to a particular area. Our charge will be based on the amount of work required to meet your needs and will be confirmed once we have discussed the scope of the work required.</p>
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#### Payment options

Charges can be paid in a number of ways:

- Cheque, electronic transfer or card payment.
- We may receive a procuration fee or commission from a lender in relation to a product we have arranged for you. We will tell you the amount before we carry out business for you and how this affects any charges to you.

There may be additional costs and charges related to the mortgage / product we recommend. You will receive a European Standardised Information Sheet / key facts illustration when considering a particular mortgage / product which will tell you about any fees relating to it.

If we charge you a fee but your mortgage / product 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 provider.

Where we haven't charged an upfront fee for your mortgage and obtain an offer of mortgage for you that subsequently, for whatever reason, does not complete, we reserve the right to charge you an aborted application fee of up to £375 less any amount you have been invoiced for and paid on earlier issue of your mortgage offer.

Depending on the services we provide, there may be additional costs and charges (including taxes) related to the business we arrange. If this is the case, we will tell you how these much these will be before we start work.

## 6. 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.

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

**Signed on behalf of David Williams IFA Mortgage & Insurance Services Ltd.**

Adviser name	
Adviser signature:	
Date:	



## Appendix A - Protecting your personal information

- To provide our services properly we will 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 which 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.
- Our primary method of communication with you will be email. We will always seek in the first instance to send you any sensitive personal or policy information in a secure format which may include password protected documentation, secure email or other similar technologies which may become available in future.
- Our Privacy Notice is available on our website ([www.dwifa.co.uk/privacynotice](http://www.dwifa.co.uk/privacynotice)). 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. Paper copies are available on request.
- 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 David Williams IFA Mortgage & Insurance Services Ltd.**

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

Text message

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.