



## WILL ASSIST MORTGAGES

independent | unbiased | experienced

# About our services

### **This agreement (Our terms of business)**

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

### **Our Status**

Will Assist Mortgages Ltd is authorised and regulated by the Financial Conduct Authority (FCA). You can check this on the Financial Services Register by visiting: [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768. Our FCA Registration Number is 513257. Our registered office address is Suite 1, Devonshire House, Devonshire Avenue, Leeds, LS8 1AY. Registered in England and Wales No 7046089

Our permitted business is advising on and arranging mortgages and insurance contracts.

### **Mortgage products**

We offer first and second charge mortgages from a comprehensive range of products and providers. This is often referred to as a "whole of market service".

Lenders will sometimes offer deals directly to consumers (either online or through branches) and not through brokers. These deals will not be taken into account when we make our recommendations to you.

### **Alternative lending**

We do not advise on or arrange the following types of lending which may be available to you:

- Commercial loans
- Unsecured loans

If, during the course of our fact finding, or by specific request from you as the client, we feel that any of the above types of lending may be appropriate for you, we will refer you to a suitably qualified and regulated firm.

### **Our service**

In all cases we will advise and make a personal recommendation to you unless otherwise agreed.

### **Our charges - mortgages**

We charge a fee for our services equivalent to 1% of the loan amount, payable only upon successful completion of the mortgage.

We charge a minimum fee of £995.

For example, for a mortgage of £115,000, the fee would be £1,150 or for a mortgage of £90,000, the fee would be £995.

We reserve the right to charge a proportion of the agreed fee upfront, at the point at which an application is submitted to a lender, in order to cover the initial work carried out up to that stage.

The amount charged on this basis will be deducted from the final agreed fee and the remaining balance collected upon completion of the mortgage. The amount of upfront fee charged at application stage is capped at a maximum of £199.00 per individual case.

All fees are non-refundable. If you choose to withdraw from the mortgage application, after we have submitted your case to the lender, the fee is payable in full, with immediate effect. A lack of communication from a client, as regards their intentions in proceeding further with an application, for 30 days or more, will be deemed to be withdrawal under this agreement, and as such the fee will become immediately payable.

Please note that we may charge an admin fee of £99.00 for re-submission of a mortgage application to an existing or new lender, whereby the re-submission is as a result of a request to do so by the client, due to a change in requirements and/or circumstances.

We may also be paid commission by the lender. Upon request, we can provide details of commissions paid by mortgage lenders.

***Please note that in all cases a document entitled “Service Agreement” will be issued to you before any application is submitted to a lender, which will clearly state the final agreed fee for our services in relation to advising upon and arranging the mortgage, and when that fee or those fees become payable.***

***Until this point you will not in any way be contractually obliged to make any payments to the company for its services.***

***We do not charge for an initial consultation.***

### **Warnings**

**Think carefully before securing other debts against your home.**

**Your home may be repossessed if you do not keep up with the repayments on your mortgage.**

### **Unregulated services**

Some buy-to-let mortgages, all commercial mortgages, solicitor’s services, conveyancing services, tax, trust and wills advice are not regulated by the Financial Conduct Authority or covered by the Financial Services Compensation Scheme.

### **Insurance**

In respect of life assurance, income protection, and critical illness cover we will carry out a fair and personal analysis of the market and provide a tailored recommendation; this is known as independent advice. We do not offer advice on mortgage payment protection insurance, often referred to as accident, sickness and unemployment cover (ASU) or buildings & contents insurance, however we can refer you to a regulated 3rd party intermediary, who can assist with these products.

We arrange insurance contracts in relation to the products already stated. We do not charge a fee for this service and rely solely on commission paid by the providers; in most cases we receive a percentage of the first year’s premium, usually as a lump sum, but occasionally in instalments. We may also receive an additional payment/payments based upon how long the policy remains in force for. When making a personal recommendation, we are acting as an agent of our clients. However, there may be occasions when we act as an agent for the insurer, such as issuing documentation, administering claims or premium collection.

### **Your duty to disclose information**

If you are a consumer and enter into a contract of insurance wholly for non-business purposes you are under a legal duty to take reasonable care not to misrepresent information to insurers. If you misrepresent information deliberately, recklessly or carelessly respond to insurer questions then a claim under the policy may not be paid. If you are a commercial customer, entering into a contract of insurance by way of business, it is your responsibility to provide complete and accurate information to insurers when you take out an insurance policy, throughout the life of the policy, and when you renew your insurance. It is important that you ensure all statements you make on proposal forms, claim forms and other documents such as statement of fact are full and accurate. Please note that if you fail to disclose any material information to your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. You should take particular care to check the accuracy of all information you provide.

### **Payment terms**

All premiums due from you will be paid directly to the insurer, we are not authorised to hold client money and will only accept payment in settlement of our invoiced fees or disbursements.

### **Conflicts of interest**

If we, one of our clients or providers become aware of any potential conflict of interest with regard to business we are transacting for you we will write to you and obtain your consent before we carry out your instructions and we will inform you of how we intend to ensure that you are treated fairly.

## **Cancellation and termination**

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 days or 30 days for certain products of either conclusion of the contract or receiving your policy documentation, whichever occurs later and receive a full refund provided no claim has been made. Subject to immediate settlement of any outstanding premiums or fees, you may instruct us to stop acting for you and we will not impose a penalty. Instructions must be in writing. If we feel that we are unable to continue acting for you we will give you seven days' notice in writing. No fees or commissions earned in respect of business already conducted will be refundable.

## **Credit checks**

Some lenders will require a credit check before they will issue a pre-approval. Please be aware that this may occur and may leave a footprint on your credit record. If you specifically do not wish for this to happen without your express permission then please tell us before we proceed with your enquiry.

## **Anti-money laundering**

We are required by law to verify the identity of all our clients. No application will be made on your behalf until such verification has been obtained. We may use electronic verification for identity and HMT Sanctions checks. This could leave a footprint on your credit record. Please tell us immediately if you do not wish us to do this.

## **Law**

This agreement is subject to English Law and the exclusive jurisdiction of the courts of England and Wales.

## **Language**

All matters pertaining to this agreement and our services will be communicated in English.

## **Complaints**

It is our intention to provide you with the highest possible level of client service at all times. Should we not meet your expectations we have a complaints procedure that is explained below. Should you wish to complain please contact our Compliance Officer.

- in writing: York Eco Business Centre, Amy Johnson Way, Clifton Moor, York. YO30 4AG.
- by telephone: 01904 566579
- by email: [admin@willassistmortgages.co.uk](mailto:admin@willassistmortgages.co.uk)

Should you not be satisfied with our final response you may be entitled to refer the matter to the Financial Ombudsman Service (FOS) who is our alternative dispute resolution provider:

- The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.
- Tel: 0800 023 4567 or 020 7964 1000.
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- For more information please visit their website - [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme for the regulated advising and arranging services we provide so that if we are unable to meet our liabilities you may be protected by the scheme. For further information please go to: [www.fscs.org.uk](http://www.fscs.org.uk)

## **Data Protection**

Please refer to our Data Protection Notice below, which explains how we handle your personal data.

## **Data Protection Notice**

### **Introduction**

This notice provides you with information concerning our collection and use of personal data. If you have any queries regarding this statement, please do not hesitate to contact us.

### **What data we collect & what do we do with it**

In order to provide mortgage, insurance and other advisory services, we will obtain personal information from you concerning your finances, circumstances, objectives and other relevant details. We will collect, store and process this information.

### **Legal basis**

We collect, control and process your personal information because this is necessary to provide you with information, answer any queries you may have and for the provision of our services to you. Contractual necessity is therefore the lawful basis for collecting, controlling and processing your personal details and those of your employees and service providers other than sensitive personal data for which we require individual consent. We do not normally request or process any sensitive personal data.

#### *Sensitive personal data:*

- *Racial or ethnic origin*
- *Political opinions*
- *Religious or philosophical beliefs*
- *Trade union membership*
- *Genetic data*
- *Biometric data*
- *Data concerning health*
- *Data concerning sex life or sexual orientation*

We would discuss with you the need for the provision of sensitive data before you provide this information. The subsequent provision of sensitive personal data will be taken as consent to this processing.

It is entirely up to you as to whether or not you choose to provide us with any personal information. If you choose not to, we simply may not be able to assist you.

### **Sharing your data**

In the course of our work with you we will share your personal data with product and service providers; we may also share your data with compliance monitoring & support organisations and regulatory bodies who are also 'Data Controllers' and registered with a supervisory authority in the EU unless otherwise indicated before we share any of your data.

We also use external data processors that will hold information for the following purposes:

- Secure file sharing
- Data backup
- Dissemination of information
- Other

Otherwise we will not share your personal information with other companies without your express authority except if the firm is sold or where we are required to do so by law.

### **Cross border transfer**

All our data processing takes place within EU jurisdiction. Or Should any processor hold any data on our behalf outside of the EU we will take steps to ensure that it is held in a satisfactory jurisdiction. In the case of the US we will ensure that the EU-US Privacy Shield applies.

### **Marketing**

The information we collect about you is used solely for the purposes for which it was provided. We will never use your data or share it for marketing purposes.

**Retention**

We will keep your personal data throughout our business relationship. At the end of any contractual relationship we are required to continue to hold personal data under current legislation for varying periods and in some circumstances indefinitely. We may also consider it necessary to keep data beyond these timescales in order to defend any future legal action. Where we no longer need regular access to your data we will transfer your data to a secure archive in order to avoid any unnecessary processing.

**Your rights**

Under data protection law you have the right to ask us for a copy of the information we hold about you, and to have any inaccuracies corrected or removed. You may also ask us to delete or cease processing all personal data held by us or any processor with whom we have shared your data. We may not always be able to comply with a request for deletion, but you can ask us to cease processing your data.

In addition you have the right to be informed about the data we collect, where it is located and with whom it is shared and the processing we undertake and to question any automated decision making processes.

To do this, or if you require more information please contact us, our contact details are below.

**Complaints**

The UK Information Commissioner's Office is our supervising authority where you can refer any complaints about data protection. Click [here](#) for more information.

**Contact**

For any queries about data protection please contact: Malcolm Shand at Will Assist Mortgages Ltd

## Declaration and Signature

I/We confirm that in signing this agreement I/we understand the scope of services, the basis of payment and my/our obligations with regard to the accuracy and provision of information.

I/We understand that Will Assist Mortgages Ltd will confirm any fees due to them for advising and broking, prior to instructing them to act on my/our behalf. Such confirmation will be in writing and will state the exact fee, and when that fee is payable.

I/We confirm that we have read the Data Protection Notice provided.

Client name

Client name

Signature

Signature

Date

Date

Provided by

(Advisor)

Signature

Date