



## 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.

### **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 sometimes offer deals directly to consumers (online or through branches) and not through brokers. These deals will not be considered 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 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. We will always strive to recommend the most cost-effective solution which best meets your financial needs, aspirations, and personal circumstances.

### **How we communicate with you**

We open and adaptable in the way that we communicate with our clients. In general, our communications will be via telephone, email, and video calls, and we let the client decide which option or options they are most comfortable with, and best able to absorb the important information that we impart. We are also happy to allow a third party of your choice to be present at meetings, and/or to be included in email communications, should you feel more comfortable with this. You will always be allowed to ask questions on any point that you are unclear on, and will be given as much time as you need to consider our advice and recommendations; you will never be under pressure to make a decision, however we may make you aware of the potential consequences of delaying, for example if a particular mortgage deal we had asked you to consider was due to be withdrawn on a particular date.

### **Ongoing client relationships**

We strive to cement long-term relationships with our clients, as opposed to one-off transactions. Once you complete on your first mortgage with us, we will commit to maintaining contact with you at key points in the future, as agreed between us at the start. We will be in touch well before your new mortgage deal expires. Firstly, this is to make sure we are up to date with your circumstances, aspirations, and any changes you might want to make. Secondly, it is important to make sure you make the right decisions at this point in your mortgage cycle, so that it works in the best way possible in terms of saving you money.

As well as these pre-planned reviews, we always welcome contact from our clients, at any stage of their mortgage journey, should they require any assistance, guidance or advice.

### **Our charges – mortgages**

Our charging structure is based on the likelihood that the larger the mortgage loan required, the greater the amount of research will be necessary, the more time will be needed to process the case, and the greater the cost savings will be achieved for the client in relative terms.

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

We charge a minimum fee of £995.

The maximum fee charged for our services is capped at £1,995.

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.

For a £400,000 mortgage, the fee would be £1,995.

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, 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 will be collected upon completion of the mortgage. The amount of upfront fee charged at the application stage is capped at a maximum of £250.00 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 the re-submission of a mortgage application to an existing or new lender, whereby the re-submission is because of a request to do so by the client, due to a change in requirements and/or circumstances.

We are usually paid a commission by the lender to cover general administration of the mortgage. 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. Please note that this document does not cover fees and charges in relation to unregulated activities.

## **Insurance products**

We do not advise on or arrange protection products such as life, critical illness or income protection. We do however feel that such products are extremely important and should be seriously considered when arranging a mortgage. With your consent, we will put you in touch with a trusted third-party provider of these services to provide tailored advice.

## **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 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 always provide you with the highest possible level of client service. 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**

The majority our data processing takes place within UK jurisdiction. Should any processor hold any data on our behalf outside of the UK we will take steps to ensure that it is held in a satisfactory jurisdiction.

### **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 \_\_\_\_\_