

Prosperity IFA

Mortgage Client Agreement

Independent Financial Advisors

Prosperity IFA believes that professional advice can add significant value to individuals and businesses. Therefore, choosing your Financial Planner is one of the most important decisions you will ever make. Take your time, choose wisely, and we hope that we can earn the right to work with you into the future.

Prosperity

INDEPENDENT FINANCIAL ADVISORS

Mortgage Client Agreement Brochure



Prosperity IFA

Welcome to Prosperity IFA, the home of holistic financial planning across Sussex, Surrey, Kent and beyond.

Our aim is to help you achieve your long term financial circumstances by using both our expertise and the technology available. We always work hard to make sure that we understand your wishes and work closely with you to try seek the right outcome.

We cover all aspects of your financial circumstances and understand the implication of having a full financial plan that is reviewed regularly to measure the progress to your goals. Everyone is different, and everybody's circumstances are different. We will be with you every step of the way to make sure that your requirements are the focus of our service. We are unique in our approach and believe that our service is one that will not disappoint. We want to work with you for many years to come and guide you as circumstances change. We look forward to welcoming you as a valued client of Prosperity IFA and to a long future together.

If you would like this document in larger print or in another format, please contact us.

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Our Services

Our Mortgage, Buy to Let, Lifetime Mortgage Insurance Services & Costs

Mortgage and Consumer Buy to Let

We are independent mortgage advisers and we will recommend a mortgage / Buy to Let mortgage product that is suitable for you following an assessment of your personal needs and circumstances. This will include a detailed assessment of affordability.

We will consider all products and lenders that we have access to. This means we will not consider those lenders that are only available by you going direct to them.

Where you are increasing your borrowing, we will consider the merits of both a new first charge mortgage and securing this by an additional mortgage on a second charge basis. You may have the option of a further advance from your existing lender, however, we will only consider this where we are able to deal directly with the lender on your behalf. It may be in your best interests to explore this option and look at the further alternative of an unsecured loan, as these may be more appropriate for you.

Lifetime Mortgage

We only advise on lifetime mortgage products, but we will consider all lifetime mortgage products across the market that we have access to. We can provide you with a list of the providers we consider on request.

We will only recommend you take out a lifetime mortgage after an assessment of your personal needs and circumstances.

Insurances

Non-investment Protection Contracts

– we offer non-investment protection e.g. term assurance, income protection and critical illness from a range of insurers. We will provide you with advice and arrange the contract on your behalf after an assessment of your personal needs and circumstances.

General Insurance Contracts

– we offer buildings and contents insurance, accident, sickness and unemployment (ASU) from a range of insurers. We will provide you with advice and arrange the contract on your behalf after we have assessed your demands and needs for a particular type of insurance.



The Cost of Our Services

Mortgage and Consumer Buy to Let & Adverse

Our charge for arranging a standard mortgage for you, e.g., for a property purchase, is a fee of £495 this is charged up front for conducting research and providing a recommendation for your mortgage.

Our charge for arranging a specialist mortgage for you, e.g., a Buy to Let Mortgage, is a fee of £795 this is charged up front for conducting research and providing a recommendation for your mortgage.

Should you have an adverse credit record then our charge for arranging an adverse credit mortgage for you is a fee of £995 this is charged up front for conducting research and providing a recommendation for your mortgage.

We will receive and retain a commission from the lender when your mortgage completes. This amount will be confirmed by the lender in their disclosure document.

Should you wish you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.

Lifetime Mortgage

We charge a flat fee of £1795 for providing advice and submitting your lifetime mortgage application. This fee becomes payable on confirmation of the offer.

We will receive and retain a commission from the lender when your mortgage completes. This amount will be confirmed by the lender in their disclosure document.

Non-Investment Protection and General Insurance Contracts

We do not charge a fee as we will receive commission from the provider after the policy starts. 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. Where relevant, we will provide details of the maximum amount that we could reclaim from you and the timescale in which we could do so, within our suitability report.



500+ Reviews

VouchedFor rating of 4.9 out of 5

Our Services Include

Refund of Fees

Please note our fee will still be charged should the lender reject your mortgage application due to you not disclosing any material information about your personal situation. It should also be noted we do not provide a refund should you decide not to proceed with the mortgage loan after we have made a recommendation to you.

Our 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.

Services Offered As Part Of A Package

Where we offer services or products as part of a package, we will tell you whether it is possible to buy the different components separately and, if relevant, disclose the costs and charges of each component. We will also tell you if the risks resulting from the package are likely to be different from the risks associated with the individual components and explain how (if relevant) the package modifies the risk.

> Your mortgage is often the biggest financial commitment you'll ever make - having the right one can save you money, stress, and time.

Our Ethical Policy

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- be open, honest and transparent in the way we deal with you;
- not place our interests above yours;
- communicate clear, promptly and without jargon;
- seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.



Our Services Continued...

Cancellation Rights

Certain protection and insurance contracts allow you the right to cancel after a contract has been put in force. Prior to you entering into a contract of protection or insurance we will provide you with specific details (should this apply) to include: its duration; conditions; practical instructions and any costs for exercising it, together with the consequences of not exercising it.

Instructions

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing.

To ensure we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we'll record and may monitor your video/telephone communications or in person meeting conversations with us.

Copies of our telephone recordings will be available on request, for a minimum period of 5 years after the recording was made.

Financial Services Compensation Scheme

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Mortgages

Advising or arranging house purchase finance protection for 100% of £85,000. Further information about compensation scheme arrangements is available from FSCS.

Complaints

If you wish to register a complaint, please write to The Compliance Officer, Prosperity IFA Ltd, Tubwell Farm, Tubwell Lane, Crowborough, East Sussex, TN6 3RQ or telephone 01892 300303.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at financial-ombudsmen.org.uk or by contacting them on 0800 023 4 567.

Protecting Personal Information

To provide our services properly, we will need to collect information on your personal and financial circumstances. We take your privacy seriously and will only use personal information to deliver our services, or for legal, regulatory or insurance purposes related to our services. For further details on how we process personal data, please refer to Appendix A at the foot of this document.



Client Verification

We may be required 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 the beginning.

Law

This agreement is governed and shall be construed in accordance with the Law of England and the parties shall submit to the exclusive jurisdiction of the English Courts.

Force Majeure

Prosperity IFA shall not be in breach of this Agreement and shall not incur any liability to you if there is a failure to perform its duties due to any circumstances reasonably beyond its control.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving 7 day's notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period changes for services shall be settled to that date.

Services Agreed

Service offer	Tick to confirm	Details of agreed fee Any payments subject to VAT will be shown below			
Mortage Advice		Total agreed fee to be paid directly by you (if applicable)	Standard	£495	
			Complex	£795	
			Adverse	£995	
			Equity Release	£1795	
Protection Planning Advice			N/A		

Declaration

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

I/We are aware of the costs of the services and agree to the amount and timing of these. My/Our preferred method of paying these costs is (please tick as appropriate)

By Direct Payment		By Inclusion of the Mortgage Loan (where possible)	

You must be aware that adding our fees to the mortgage loan will increase the total amount you pay over the term of that loan as the lender will apply their interest charges to this amount.

Signatures

Client name(s)	
Client signature(s)	
Date	

Client name(s)	
Client signature(s)	
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 or for legal, regulatory or insurance purposes related to our services.

Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our legal obligations to preventing money laundering or terrorist financing. We rely on legitimate interest to retain relevant data for the purposes of assessing the appropriateness of our services, defending future complaints and meeting our Professional Indemnity Insurer's expectations. Generally, these are the lawful bases 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 the above mentioned purposes.

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 (i.e., 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 (i.e., telephone / email / letter, etc.). If you wish to know the names of these third-parties please contact us for further information.

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 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.

Consent - Sensitive Personal Data

As explained in our Privacy Notice there are certain categories of personal data that are sensitive by nature. These 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. 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 Prosperity IFA

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.

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**		**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.

Contact Page

info@prosperityifa.com

Address

Tubwell Farm
Tubwell Lane
Crowborough
East Sussex
TN6 3RQ

Numbers

01892 300303 (Crowborough)
01462 558532 (Hitchin)

Prosperity
Independent Financial Advisors

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