

Terms of Business

About this Document

This document outlines Alexander Hall's terms of business. We will ask you to sign our Terms of Business to confirm that you have received a copy of both 'Key facts about our insurance services' and this document. Should you choose to proceed with our services, in doing so, you accept our Terms of Business and both parties will be bound by the terms laid out below.

Our Regulator

Alexander Hall Associates Limited is authorised and regulated by the Financial Conduct Authority (FCA) for pure protection, residential mortgages and general insurance business. You can check this via the Financial Services Register at <https://register.fca.org.uk/> or by contacting FCA on 0800 111 6768. Our FCA reference number is 154485.

Although Alexander Hall is regulated by FCA, commercial mortgages and most buy-to-let and offshore mortgages are not regulated by the FCA.

Types of Mortgages

We advise on three main types of mortgages:

- residential;
- buy-to-let; and
- offshore;

We offer a comprehensive range of first charge mortgages from across the market, but not deals that you can only obtain by going direct to a lender. A list of the lenders we advise on is available to view on our website at: <https://www.alexanderhall.co.uk/our-lenders>

If you are seeking to borrow additional funds, the main options are: a further advance from the existing lender; a first charge remortgage; a second charge mortgage; or unsecured lending.

Where the lender permits us to arrange a further advance on your behalf, we will consider whether this is appropriate as part of our advice. Where the lender will only offer a further advance directly, whilst it may be more appropriate, we cannot consider this as part of our advice.

We do not advise on second charge mortgages. If we are unable to identify a suitable first charge mortgage, we can refer you to our selected partner, Crystal Specialist Finance, who specialises in second charge advice. We will provide you with further information if this is the case. Please refer also to our Consents on the last page of this document.

We do not provide any services in connection with unsecured lending.

Some mortgages are regulated by the Financial Conduct Authority (FCA) and some are not:

- residential mortgages are regulated by the FCA;
- buy-to-let and offshore mortgages are not normally regulated by the FCA. Under certain conditions a buy-to-let or offshore mortgage application may be regulated; we will advise you if this applies to your application;
- certain buy-to-let transactions are defined as "consumer buy-to-let"; we will advise you if this applies to your application.
- all buy-to-let transactions that are neither a regulated mortgage contract, nor consumer buy-to-let, are classified as "business buy-to-let".

All protection insurance policies we can arrange for you are regulated by the FCA. A member of our Protection Team will contact you as agreed with your Mortgage Adviser.

We will provide you with an explanation of the main repayment methods (e.g. capital and interest or interest only), but if you select a repayment option that includes an investment product that is regulated by the FCA we will recommend you seek advice from an appropriately authorised Independent Financial Adviser (IFA). Details of an IFA near you can be obtained from www.unbiased.co.uk or by calling 0330 303 0025.

Later life borrowing

We are able to advise on "retirement interest only mortgages". We will discuss this with you if we identify this may be appropriate for you. Please note that a "lifetime mortgage" (a type of Equity Release Scheme) may be more available and more appropriate. We do not provide advice on Equity Release Schemes, such as Lifetime Mortgages or Home Reversion Plans. This type of scheme is regulated by the FCA. You may contact the FCA (fca.org.uk/consumers) or the Equity Release Council (equityreleasecouncil.com/consumer-information) for more information on these types of mortgage. Should you require advice on an Equity Release Scheme, we can refer you to a specialist firm; please ask us for more details.

Our Advice

We offer an advised service for mortgages and pure protection. We do not offer an execution only service.

We will:

- constantly review the mortgage market in order to select the most appropriate lenders to meet your individual circumstances;
- use protection providers selected to offer suitable cover to meet your protection needs;
- use lenders who consistently provide our customers with a competitive product range and high standards of service; however the standards of service may vary over time.

You:

- are responsible for appointing a conveyancer (or for mortgages with the option of free or subsidised conveyancing whether appointed by you or your proposed new mortgage provider); for checking the appointment of the conveyancer and on-going progress of the legal work. We work closely with our selected panel partner MyHomeMove, who can refer you to a conveyancer. We will provide you with a quotation and further information upon request;
- should retain the confirmation we send you as a record of the advice given;
- should check that the formal offer/acceptance is correct before you exchange contracts (for purchases) or proceed to completion (for remortgages).

We can not:

- be held liable for any delays incurred in the processing of your mortgage and/or insurance application that are caused by the product provider however we will actively work to assist the smooth processing of your application.
- provide tax advice of any kind, for example to advise you on whether it is more appropriate to purchase a buy to let property on a personal or company basis. You should seek appropriate advice from a property specialist tax adviser or accountant.

Our process

During the initial consultation we will complete a Client Questionnaire to enable us to give appropriate advice on your mortgage and other related insurance products. Once we have made our recommendations to you we will confirm our advice in writing. Unless you have requested we do so sooner, one of our Protection Advisers will contact you following issue of the mortgage offer to discuss your protection needs in more detail.

Details of any products applied for will be confirmed by the mortgage lender on a formal Offer of Advance, and by the insurance provider in Acceptance Terms.

Fees

Our initial consultation service is free. If you decide to proceed with a mortgage application, you will pay a fee for each of your mortgage applications. In addition, we will be paid commission by the lender on completion of the mortgage. The commission amount will depend upon the lender and loan amount. We will confirm the commission specific to your application in your mortgage illustration. A list of the commission ranges we may receive from lenders is available on request.

We will not charge you a fee for arranging protection policies, as detailed in the 'Information about our insurance services' document.

Type of mortgage application	Fee	Payable
Residential	A fee up to £499, subject to the complexity of the case and the lending solution required.	Payable on application
Buy-to-Let	A fee up to 0.5% of the mortgage loan size will be charged, subject to the complexity of the case and the lending solution required.	£500 payable on application, with the remaining balance payable on completion
	For example, on a loan of £250,000, the total fee payable would be £1,250. £500 is payable on application, with £750 due on completion.	
Expat & Offshore	A fee up to 1% of the mortgage loan size will be charged, subject to the complexity of the case and the lending solution required.	£500 payable on application, with the remaining balance payable on completion
	For example, on a loan of £250,000, the total fee payable would be £2,500. £500 is payable on application, with £2,000 due on completion.	
Managed Referral	Some client mortgage solutions may require a direct introduction to a lender. Subject to the complexity of the case and the lending solution required, a fee up to 1% of the mortgage loan size will be charged.	£500 payable on application, with the remaining balance payable on completion
	For example, on a loan of £250,000, the total fee payable would be £2,500. £500 is payable on application, with £2,000 due on completion.	
Bridging Commercial Development Business Finance	A fee up to 1% of the loan size will be charged for these types of applications, subject to the complexity of the case and the lending solution required.	An initial fee of up to £1,000 will ordinarily be charged when an application is submitted, a further sum will be payable once a formal offer of finance is obtained, with the remaining balance on completion.

Fees must be paid by:

- **debit** or **credit** card;
- via bank transfer to **Barclays Bank, 20-00-00, 43479498, quoting your full name as the reference;** or
- IBAN: GB89 BARC 2000 0043 4794 98
- SWIFTB: BARCGB22

We cannot accept payment by cash or American Express, or bank transfer to any bank account other than the details above.

PLEASE NOTE:

We will refund our fee if we are unable to secure you a suitable mortgage offer from any lender.

Our fee is non-refundable should your application be discontinued for any other reason, including but not limited to circumstances where:

- we are unable to secure a formal mortgage offer as a result of inaccurate information provided by you about your personal circumstances;
- we are unable to secure a formal mortgage offer as a result of inaccurate information provided by you about the proposed property details;
- we are unable to secure a formal mortgage offer as a result of any other materially inaccurate information provided by you upon which we have relied;
- we are unable to secure a formal mortgage offer due to your non-disclosure or non-provision of relevant information as required by the lender;
- we are able to secure a suitable mortgage offer for any mortgage which would reasonably enable your transaction to proceed.
- you choose to withdraw from the property transaction or terminate the mortgage application process.
- the vendor withdraws from the transaction.

Service Promise

Once the application is proceeding we will:

- appoint one of our experienced case managers to manage your application for you;
- clearly communicate the process and what is required from you;
- update you, via whatever medium you prefer, at least once a week;
- regularly contact the lender to ensure that your application is being progressed; and
- liaise with all parties including the lender, solicitors and estate agents to help ensure all issues are dealt with in a timely manner.

General Terms

We:

- require our clients to give us instructions in writing to avoid possible disputes (if the matter is urgent we may accept oral instructions provided they are confirmed in writing);
- will forward documents to you as soon as practicable after we receive them. Where a number of documents relate to a series of transactions are involved we will normally hold the documents until the series is complete and then forward them to you;
- are required to verify your identity in accordance with legislation to prevent financial crime. No application will be submitted until such verification has been obtained;
- may terminate our authority to act on your behalf at any time without penalty. Notice of termination would be given in writing;
- will only vary this agreement if confirmed in writing by the Managing Director of Alexander Hall Associates Limited.

You:

- may terminate this agreement without penalty. Notice of this termination must be given in writing.

Our internal auditing procedures include monitoring and compliance with Financial Conduct Authority guidelines.

We maintain Professional Indemnity Insurance. We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation if we cannot meet our obligations. Mortgage advising and arranging is covered up to a maximum of £85,000. Please refer to 'Key facts about our insurance services' for details of the limits for insurance advice.

Complaints

Should you wish to register a complaint, you may do so by calling 08000 38 37 36 and asking to speak to a member of the Compliance Team. Alternatively, you may write to us at: Compliance Department, Alexander Hall Associates Ltd, 137-144 High Holborn, London, WC1V 6PL or via email at AHCompliance@alexanderhall.co.uk.

If you are not satisfied with the outcome of your complaint, you may be able to refer your complaint to the Financial Ombudsman Service. A copy of our Dealing with your complaint leaflet is available on request, which provides more information.

If you are an EU resident outside of the UK, we will accept your complaint via the contact details above, however you may also submit a complaint via the European Commission Online Dispute Resolution website. Please note that if you submit a complaint through this portal, we will not know about your complaint until it is forwarded to us via the relevant dispute resolution bodies.

Data Protection

We keep records of all our business transactions indefinitely. You (or your agent) may inspect contract notes, vouchers and entries in books (whether kept manually or electronically). We treat all our clients' records as confidential (even when you are no longer a client), so we reserve the right to give you copies of your particular records rather than allowing access to files containing records about other clients.

As part of our service, we will aim to contact you to review your arrangements before any product we have arranged expires. From time to time we will tell you about new services. You can choose not to receive this information when you meet with us during the arrangement of your mortgage. You can change your instructions at any time by writing to: Compliance Department, Alexander Hall Associates Ltd, 137-144 High Holborn, London, WC1V 6PL.

For the purposes of the Data Protection legislation, the Data Controller in relation to any personal data you supply is Alexander Hall Associates Limited.

Access to your Personal Data

Under the Data Protection legislation, you have a right to ask for a copy of the information held by us in our records. You also have the right to require us to correct any inaccuracies in your information. Such requests must be made in writing and we reserve the right to ask for proof of identity and address prior to releasing any information.

Record Keeping

We are required to maintain records to evidence the suitability of the recommendations we make.

If you decide to proceed with our services, we will store and use your personal data and any other relevant information you provide in accordance with this policy.

If you choose not to allow us to store and use your personal information, we will be unable to meet our regulatory obligations and will not be able to provide our services to you. In this instance, you must tell us in writing before proceeding with an application.

Your Privacy

As a customer of Alexander Hall Associates, we take your right to privacy very seriously. We will not disclose information about you or your accounts to anyone, other than where we have your consent, or where we are compelled or allowed by law to do so.

Most of the information we hold is stored electronically on computer systems. However, some data, for example the details you handwrite on an application form are also held as manual or paper copies. We are confident that our systems are secure, and appropriate controls are in place to prevent unlawful access to your information.

As your mortgage broker, we will discuss your personal circumstances with lender in order to determine the most appropriate product for your needs. We or the lender may undertake a credit check upon receipt of your mortgage application, or in some cases before an application is submitted, to enable the preparation of an "Agreement in Principle". We will seek your consent before any personal information is provided to lenders and before a credit check is undertaken. This check may be registered as part of your credit record. The lender may also supply information to a Credit Reference Agency regarding the way your account is managed.

Alexander Hall Associates does not sell or donate the personal information we hold. Information may, in the ordinary course of business, move between Alexander Hall Associates, associated companies (e.g. lenders and insurers), and to our contractors, which may involve the transfer of data outside the European Economic Area, and involve keeping the estate agent(s) and solicitors you are using updated on the general progress of your application(s). We are also obliged to make our records available to our regulator upon request.

Please refer to our Privacy Policy for full details. A copy is available to download via our website at <https://www.alexanderhall.co.uk/about/privacy>

Supplementary Services

Alexander Hall provides a comprehensive package of services to our clients. This includes services provided by third party companies, whom we have carefully selected to provide relevant services.

Consents

Services provided by other firms	Consent I give my express consent for Alexander Hall to pass my personal information to the firms as described. (Please mark either Yes or No to each line)
<p>Reviews – Trustpilot</p> <p>At Alexander Hall, we believe that personal feedback is one of the best ways to consider the company you decide to do business with. Besides personal referrals, we believe that one of the best ways to see this feedback is through public reviews from existing and previous clients.</p> <p>We invite our clients to leave a review of their experience with Alexander Hall on Trustpilot.co.uk. Registration is fairly straightforward, however if you consent to us providing your name and email address, we can make the process for you to leave feedback even simpler.</p> <p>Any information held by Trustpilot in this way is deleted after 30 days and is used for no other purpose, nor is it shared with any third party. You may refer to Trustpilot’s full Privacy Policy at https://uk.legal.trustpilot.com/end-user-privacy-terms</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Buildings and Contents Insurance – First2Protect Insurance Services</p> <p>It is important to ensure your home is adequately insured. Alexander Hall works closely with our selected home insurance partner, First2Protect Insurance Services (part of First Complete Ltd) to provide this service.</p> <p>There is no charge for this service and you can expect a call in due course after your mortgage application is proceeding.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Solicitors – MyHomeMove</p> <p>To ensure your property transaction is as smooth as possible, it is important to select the right solicitor/conveyancer. Alexander Hall works closely with MyHomeMove, a trading style of My Home Move Ltd, to provide a no obligation conveyancing quotation and a referral to an appropriate solicitor.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Other third party partner firms</p> <p>Alexander Hall also works with a number of other firms to provide advice on certain types of product, where this is deemed appropriate to your circumstances. We will discuss these with you if appropriate to your personal circumstances and obtain your consent to proceed before we would pass any of your personal information to them.</p>	

If you change your mind and wish to amend any of these consents, please email us at DPAConsents@alexanderhall.co.uk or write to us at Compliance Department, Alexander Hall, 137-144 High Holborn, London, WC1V 6PL.

In your email/letter, you should specify which of these consents you wish to change and whether you now choose to provide or withdraw your consent. We will update our records as soon as possible upon receipt.

I/We confirm receipt of this Terms of Business Letter, and that I/we have had explained to me/us, in brief, the Data Protection legislation, how our data will be used and our consent has been confirmed in relation to Trustpilot, First2Protect Insurance Services and MyHomeMove and I have marked either Yes or No to each of the consents.

I/we authorise the release of information relating to my/our existing mortgage arrangements to Alexander Hall Associates.

Client signature: _____ Client signature: _____

Client name: _____ Client name: _____

Date: _____ Date: _____