

# our advice your home

## **Terms of Business**

This document outlines Alexander Hall's terms of business and a copy of this will be provided to you before you proceed with our services. Should you choose to proceed, 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 and residential mortgages. You can check this via the Financial Services Register at <a href="https://register.fca.org.uk/">https://register.fca.org.uk/</a> or by contacting FCA on 0800 111 6768. Our FCA reference number is 154485. Although Alexander Hall is regulated by the FCA, commercial mortgages and most buy-to-let and offshore mortgages are typically not regulated by the FCA. If these transactions are regulated based on the circumstances of your case, we will make you aware of this.

## Mortgages

We advise on four main types of mortgages;

- Residential
- Buy to let
- Offshore
- Specialist

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: <u>www.alexanderhall.co.uk/our-lenders/</u>

We only offer an advised service for mortgages.





We advise on three main types of Protection insurance policies;

- Life assurance
- Critical Illness Cover
- Income Protection

We use a comprehensive range of protection providers to offer you the most suitable cover to meet your protection needs.

All protection applications we can arrange for you are regulated by the FCA.

We only offer an advised service for protection.

If you are seeking to borrow additional funds, we will discuss the following options that are available to you; a further advance from your existing lender, a first charge mortgage, a second charge mortgage or unsecured lending.

Where the lender will only offer a further advance directly, we cannot consider this as part of our advice. If we are unable to identify a suitable first charge mortgage and you wish to review second charge mortgage options, we will refer you to our selected partner for this. We do not provide any services in connection with unsecured lending.

Should you require lending beyond retirement then please note that we are not able to arrange or advise on retirement interest only or lifetime mortgages. If we believe one of these options may be more appropriate for you then we will refer you to our selected partner.

### **Additional Support**

At Alexander Hall, we are dedicated in assisting all our customers.

We understand that based on your individual circumstances, you may have additional needs that require us to adjust our processes and communications when supporting you. This could be a result of factors such as physical or mental well-being, experience with finances or significant life events for example.

Please visit <u>www.alexanderhall.co.uk/support-for-clients</u> for more information on how we can tailor our support to meet your needs where possible so that you receive the same experience and outcome as all our clients.

You can also make us aware of any additional support you require by emailing AHCompliance@alexanderhall.co.uk.

### **Our Process**

During the initial consultation, one of our mortgage and protection advisers will complete a Client Questionnaire to understand your needs and circumstances so that we can provide you with appropriate advice on your mortgage and other related insurance products.

We will constantly review the mortgage and protection market to select the most appropriate lenders and insurers to meet your individual needs before making a recommendation to you. Once we have made our recommendations to you, we will confirm our advice in writing.

Unless you object to this or request us to do so sooner, one of our Protection Advisers will contact you following issue of a mortgage offer to discuss your protection needs in more detail.

You will also be appointed an experienced Case Manager to assist in processing your application and we will stay in touch with you and the lender and insurer so that we can provide you with regular updates on the progress of your application.

Once your mortgage application has completed, we will aim to contact you to review your mortgage needs and circumstances before any product we have arranged for you expires.





#### Fees

Our advice and initial consultation service is free. If you decide to proceed with a mortgage application following this, you will pay an administration fee for each application which is detailed below.

In addition to the above, we will receive commission from the lender on completion of the mortgage, this depends upon the lender and loan amount. We will disclose this to you before you proceed with the application.

We will not charge you a fee for arranging protection policies, we will be paid commission from the provider. This is detailed in the 'information about our services' document that we will provide to you if you wish to proceed with arranging protection.

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. $\pm$ 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 $\pounds 2,500$ . $\pounds 500$ is payable on application, with $\pounds 2,000$ 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 $\pounds 2,500. \ \pounds 500$ is payable on application, with $\pounds 2,000$ 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 cheque, cash, American Express, or bank transfer to any bank account other than the details above. Please note our bank account details above will not change during the transaction. If you are given bank account details that differ to the above, please independently verify this before processing any payment.

#### **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 mortgage offer as a result of materially inaccurate information you have provided about either your personal circumstances or the proposed property details that we have relied upon;
- we are unable to secure a 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 or the vendor choose to withdraw from the property transaction.
- You terminate the mortgage application.



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### Complaints

Should you wish to register a complaint, you may do so by calling 0800 038 3736 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 <u>AHCompliance@alexanderhall.co.uk.</u>

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.

We maintain Professional Indemnity Insurance and we are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

As the compensation limits can change periodically, further information about the current limits applicable to the different product types is available from the FSCS at: <u>http://www.fscs.org.uk/what-we-cover/products.</u>

### **Data Protection**

Should you choose to use our services, we will collect your personal data in line with our privacy policy so that we can understand your needs and circumstances, determine the most appropriate products for your needs and provide our service to you. We may also provide your personal data to lenders, insurers and other third parties as part of providing our service to you.

By either visiting our website or choosing to use our services, you agree that we can collect, process, and store and retain your data in accordance with our privacy policy which you can view at <u>www.alexanderhall.co.uk/about/privacy.</u>

If you do not agree to this then we will be unable to provide our services to you.

For the purposes of the Data Protection legislation, the Data Controller in relation to any personal data you supply is Alexander Hall Associates Limited. We're registered with the Information Commissioner's Office (ICO). The ICO is an independent authority set up to protect the public's data rights. Our registration number is Z4989532.

Under the Data Protection Act 2018, you have a right to ask for a copy of the information held by us in our records. You may also have the right to require us to erase or correct any inaccuracies in your personal information.

From time to time, we will tell you about new services. You can choose to withdraw your consent for this at any time and we will cease sending you this information. Such requests can be made in writing or via email at <u>AHCompliance@alexanderhall.co.uk</u> and we reserve the right to ask for proof of identity and address before processing any of these requests.

### Consents

#### Services provided by other firms

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)

Solicitors To ensure your property transaction is as smooth as possible, it is important to select the right solicitor/conveyancer. Alexander Hall works closely with both MyHomeMove and Conveyan, who each have a panel of solicitors that can assist you. You will be provided with a no obligation conveyancing quotation and a referral to an appropriate solicitor if you wish to proceed.	🗌 Yes 📃 No
Buildings and Contents Insurance 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. There is no charge for this service and should you wish to proceed, you will receive a call in due course after your mortgage application is proceeding.	🗌 Yes 📃 No

#### **Other Third Party Firms**

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.

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



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Both parties may terminate this agreement at any time without penalty. In this instance, either party must provide notice in writing. 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 my/our consents has been confirmed in relation to any referrals to third parties that have been discussed with me/us. 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: