

Terms of Business – Equity Release Only



Issued on behalf of:

Facts & Figures Financial Planners Limited

Stoke House
Church Road
Ashford
Kent
TN23 1RD
01233 722922
www.ffff.co.uk

Our Services

We are independent financial advisers.

We will act on your behalf for the purposes of arranging and advising on Equity Release. Under the terms of Financial Conduct Authority regulation, we will classify you as a Retail Client for Equity Release business. We will act in your best interests at all times.

We are authorised and regulated by the Financial Conduct Authority (FCA). The FCA regulates the financial services industry in the UK and their address is 12 Endeavour Square London E20 1JN. Facts & Figures Financial Planners Limited is entered on the FCA register (www.fca.org.uk/register) under reference 414224. Our address and contact details appear at the top of this document. We may also advise on products and services which are not regulated by the Financial Conduct Authority. We will tell you where this is the case.

We operate independently and therefore provide Lifetime mortgages or Equity Release from the whole market

Services to be provided – Lifetime Mortgages or Equity Release

We will advise and make a recommendation for you after we have assessed your needs.

We will consider all products and reversion providers that we have access to. This means we will not consider those equity release providers that are only available by your going direct to them.

Restrictions

Unless advised to the contrary, we will assume that you wish to place no restrictions on the types of Equity Release we may recommend.

Advice and Instructions

Any advice given to you by us shall be in writing and in plain English. 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. We may, at our discretion, refuse to accept instructions although such discretion shall not be exercised unreasonably. We will record all transactions on our files which, along with copies of relevant documentation, will be retained by us for a period of not less than six years. You have a right to inspect copies of contract notes, vouchers and entries in our books or computerised records relating to your transactions. We reserve the right to withhold copies of these records if information to other parties would be disclosed.

Your Protection

Facts & Figures does not handle clients' money. We never handle cash or accept a cheque made out to us, unless the cheque is in settlement of charges or disbursements for which we have sent you an invoice.

We will normally register all products and/or investments in your name unless otherwise instructed in writing.

If we become aware that our interests, or those of another client, conflicts with your interests, we will inform you in writing and obtain your consent prior to proceeding with your instructions.

Risk Warnings

We will communicate appropriate risk warnings prior to providing products or services. These are for your benefit as you should understand any risks before making an investment.

Complaints and Compensation

Our clients value the service we provide and often recommend us to others in the unlikely event that you are dissatisfied or wish to register a complaint please contact our Dispute Resolution Officer in writing, by email or by phone. The appropriate contact details appear at the head of this document.

Our written complaints procedure is available upon request. If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information about the FOS is available from their website www.financial-ombudsman.org.uk.

If you make a complain and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). This depends on the type of business and the circumstances of the claim.

✂ Home Finance services may be covered up to a maximum limit of £50,000.

Further information about the FSCS is available from their website

www.fscs.org.uk/what-we-cover/products

How we charge you for our services

Not all firms charge for advice in the same way. We will discuss your payment options with you and answer any questions you have. We will not charge you anything until you have agreed how we are to be paid. We have listed below the options available to you. Whether you buy a product or not, on completion of our work, you will pay us a fee for our advice and services.

We charge a flat fee of £795 and in addition we will receive procuration fee from the provider. There will be no refund of our initial fee if your reversion does not proceed. 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. We will tell you if you have to pay VAT. It is possible that other costs, including taxes (e.g. stamp duty) related to the business we arrange, may arise. These costs will not be paid by our firm but borne by you.

Please note our fee will still be charged should the reversion provider reject your 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 amount released after we have made a recommendation to you.

Right to Cancel

We will inform you of your statutory right to cancel. The Distance Marketing Directive normally grants you 30 days in which you may cancel a life or pension contract. However, there will be occasions where no statutory rights are granted, however this will be explained before any contract is concluded.

In general terms you will have a 30-day cancellation period for a pure protection policy and a 14-day cancellation period for a general insurance policy.

This agreement may be terminated at any time, by either party. Notice of termination must be given in writing and will take effect immediately upon receipt. Termination will be without prejudice to the completion of transactions already commenced on your behalf or any rights or obligations already arising. You would be expected to pay for any costs incurred up to the date of termination or a due proportion of any fees previously agreed.

Rights of third parties

This agreement excludes any rights which may be conferred upon third parties by the Contracts (Rights of Third Parties) Act 1999.

Jurisdiction

This agreement is governed by English Law and the parties of this agreement hereby submit to the exclusive jurisdiction of the English Courts.

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

Data Protection

This agreement is governed by English Law and is subject to the General Data Protection Regulation (GDPR) 2016/17. Data will be processed in line with this from May 25th 2018. For further information please refer to Facts & Figures Financial Planning Limited's Data Protection Policy or at www.fff.co.uk/privacy-policy

Declaration

This is our Equity Release Terms of Business 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. This Terms of Business will come into effect from the date of signature by you.

Signature

Name

Date

Signature

Name

Date

Data Protection Policy



Data Protection Officer:

Mr Simon Webster
Facts & Figures Financial Planners Limited
Stoke House
Church Road
Ashford
Kent
TN23 1RD
01233 722922
dpo@fffp.co.uk

The General Data Protection Regulation (GDPR) 2016/17

Committed to Protecting your Data

Our Data Protection Policy is intended to comply with The General Data Protection Regulation (GDPR) 2016/17. We will only use your data in line with this legislation.

Data Protection Policy

Scope

The term data subject refers to someone whose data we hold.

This policy encompasses all data subjects processed by Facts & Figures Financial Planners Ltd (the company). Should you wish your data to be processed for restricted purposes only, you may elect to do so by writing to our Data Protection Officer whose contact details appear above.

Definition 'Process'

For the purposes of this policy the term 'process' refers to the collection, storage, use and sharing of your data.

Changes to this Data Protection Policy

The company will review this policy on a regular basis and will advise you of any updates or amendments that are made.

Processing of Data

Any data collected or processed will only be used for specified and legitimate purposes to provide advice, products and services. This includes information obtained from you or third parties, such as employers, credit reference agencies, fraud prevention agencies or other organisations.

Relevant information may be passed to other financial firms in the course of providing services. We may need to provide information to our regulators and their successors. We may also provide information to our auditors, professional advisers, and other firms associated with Facts & Figures Financial Planners Limited.

Special Categories of Personal Data

We may share sensitive information with these third parties, including but not limited to those details known as special categories such as:

- Racial
- Ethnic Group
- Religious Beliefs
- Genetic Data
- Biometric Data
- Health Data
- Data concerning a natural person's sexual life
- Sexual Orientation
- Criminal proceedings and offences

Storage of Data

Personal information will be kept for compliance and monitoring purposes.

Security

Measures have been put in place to ensure that data stored and processed are secure. This will be subject to review and internal audit by our Data Protection Officer. Any breach will be reported to the Information Commissioner's Office in accordance with The General Data Protection Regulation (GDPR) 2016/17.

Access

You have the right to access information we hold about you. You can access a copy of these records by contacting our Data Protection Officer whose contact details appear at the head of this document without incurring a cost. We retain the right to levy a fee where requests are excessive or repetitive.

Data Portability

The right to data portability entitles data subjects to request their data be transferred to a new data controller; requests can be made to our Data Protection Officer as stated above.

Request for Data to be Removed

Data processed in line with this Data Protection Policy may be 'forgotten' (removed from our records) upon request by data subjects to our Data Protection Officer. Where a request conflicts with record-keeping controls said controls will take precedence.

- We shall disclose information to relevant authorities where we are required to do so by law.
- We are legally obliged to verify the identity of our customers and retain these records. We may do this electronically.
- We may retain records after our business relationship has ended for legal and regulatory purposes.
- Our Third Party service providers are obliged to keep your data securely and are also subject to The General Data Protection Regulation (GDPR) 2016/17.

Provision of Services

Almost every aspect of modern life requires that data be stored and handled electronically. In order that we can provide services to you we need your consent to the policy above.

Client One

Client Two

Future Contact

As part of our ongoing service we provide a quarterly newsletter and occasionally update clients regarding changes in legislation or taxation that may impact their financial affairs. We can only do this with your specific permission, please opt in by ticking the box below. You may subsequently opt out at any time.

Client One

Client Two

Declaration

This is our Data Protection Policy upon which we intend to rely. We ask that you explicitly provide consent to process your Personal Data and Special Categories of Personal Data. Where we are asking you for sensitive information we will always tell you why and how the information will be used.

For your protection, please read this Data Protection Policy carefully. If you do not understand any point, please ask for further information. This Data Protection Policy will come into effect from the date of the signature by you.

Signature

Name

Date

Signature

Name

Date