



# Client Agreement – Non-Residential Finance Advice

(v05.18)

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## 1. INTRODUCTION

**This is our standard Client Agreement upon which we intend to rely.**

**Therefore, for your own benefit and protection you should read these terms carefully before signing them.**

*If you do not understand any point please ask for further information before signing them.*

**This Client Agreement replaces any previous agreements and understandings we have with you in regard to our non-residential finance service, and will only be modified where confirmed in writing.**

This agreement sets out the terms under which our service is to be provided.

If you have a question or concern about any aspect of our service, please contact us at:

- **Telephone** : 01923 627000
- **Email** : [enquiries@investorsplanning.co.uk](mailto:enquiries@investorsplanning.co.uk)
- **Website** : [www.investorsplanning.co.uk](http://www.investorsplanning.co.uk)
- **In writing** : The Chief Executive, Investors Planning Associates Ltd, Sterling House, 175 High Street, Rickmansworth, Herts WD3 1AY

Investors Planning Associates Limited is focussed on helping you understand and plan for your financial future. We are able to act on your behalf in advising you on investments, non-investment insurance contracts and mortgages (both residential and non-residential).

We offer you an initial discussion (at our expense) at which we will describe our service more fully and explain the payment options. Following our initial discussion, should you decide to go ahead there is a cost for our advice service.

If we intend to advise you on investments or protection, we will provide you with a separate document detailing the investment and protection planning services we offer and the costs of those services.

## 2. COMMENCEMENT & JURISDICTION

This agreement shall commence on the date of signature and shall remain in force until terminated in accordance with Section 6 – Cancellation (below).

This agreement is governed by, and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.

## 3. OUR SERVICE

Our non-residential finance advice service is designed to provide you with the best non-residential finance solution for your needs.

We will consider a comprehensive range of mortgages from across the market, but not deals that you can only obtain by going direct to the lender. However, if you are aware of a particular mortgage product available directly from a lender, we will review that as part of our advice service.

Our non-residential finance advice service does not include an ongoing service.

We will not monitor any non-residential finance products we have arranged for you throughout the mortgage term.



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### 4. OUR OBLIGATIONS

#### 4.1 Our Recommendations

Before providing advice we will assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved.

If you do not want to discuss a particular area of financial planning and that area does not need to form part of the advice given, then we can exclude it if you instruct us to do so. However, you should be aware that this might have a bearing on the advice that might otherwise have been given.

We will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

#### 4.2 Financial Crime

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We will verify your identity before undertaking any business with you. To do this 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. The check may leave a 'footprint' on your credit file, but it will not affect your credit rating.

#### 4.3 Conflicts of Interest

Although we will always try to act in your best interests, there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with our own interests, we will write to you and ask for your consent to proceed before we carry out any business for you. We will also let you know the steps we will take to make sure that you are treated fairly.

We have a conflicts of interest policy. If you would like to see a copy of it, please ask us.

#### 4.4 Communicating with you

Our normal ways of communicating with you are by client portal, post, telephone or in person. Our communications will be in English.

We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

*cont'd*



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### 4. OUR OBLIGATIONS (*cont'd*)

#### 4.5 Protecting your Personal Information

To provide our service properly, we need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information in order to deliver our service.

Processing of your personal data is necessary for the performance of our contract for service with you and in meeting our obligations to preventing money laundering or terrorist financing. Generally this is the lawful basis on which we intend to rely for the processing of your data (please see the reference to special categories of personal data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our service appropriately with you and to prevent money laundering or terrorist financing.

We adopt a transparent approach to the processing of your personal data. Sometimes we may need to pass your personal information to other organisations in order to provide our service and meet our regulatory and legal responsibilities. 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 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.

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 in regard 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.

If you are concerned about any aspect of our privacy arrangements, please speak to us.



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### 5. YOUR OBLIGATIONS

This section sets out your obligations in agreeing to receive our service.

#### 5.1 Providing information about your circumstances

Our advice will be based on the information that you give us so it is important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice.

If the information you provide is inaccurate or if you limit the information provided, this could affect the suitability of the advice we give.

#### 5.2 Payment for our service

By signing this agreement you are agreeing to pay the charges for our service set out below in Section 9.

We will tell you in the Non-Residential Finance Advice Report if any payments are subject to VAT.

When you consent to our non-residential finance advice service, we will issue you with an invoice for our broker administration fee, which must be settled within 10 business days of the date of the invoice. No work will be undertaken until our broker administration fee is settled in full.

Our non-residential finance advice fee is payable when your mortgage goes ahead and must be settled within 10 business days of the date of the invoice.

If we receive any commission from the mortgage lender this will be disclosed on the Key Facts Illustrations you will receive for your chosen mortgage and we will offset that commission against your non-residential finance advice fee.

If the commission we receive from the mortgage lender covers the cost of our non-residential finance advice fee, no additional fee will be charged to you.

However, if the commission is less than our non-residential finance advice fee, you will be issued with an invoice to make up the difference, which must be settled within 10 business days of the date of the invoice.

#### 5.3 Legal and Accounting Advice

We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us to a solicitor or accountant at your own expense. We will be happy to liaise directly with your appointed solicitor or accountant to provide further information if you authorise us to do so in writing.



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### 6. CANCELLATION

#### 6.1 Ending this Agreement

You or we may terminate this agreement and our authority to act on your behalf at any time, without penalty.

Notice of termination must be given in writing and will take effect from the date of receipt.

Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.

You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.

#### 6.2 Amendments

From time to time it may be necessary to amend the terms set out in this agreement where it is not necessary to issue a new agreement. If this is the case, we will notify you about details of the changes at least 20 business days before those changes are due to take effect.

#### 6.3 Product Cancellation Rights

However, in most instances, you will not be able to exercise a right to cancel a mortgage contract, unless the contract is concluded at a distance (ie no face to face advice) at which point you may have a 14 day cancellation period.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be provided to you.

### 7. USEFUL INFORMATION ABOUT OUR SERVICE

#### 7.1 Who authorises us to advise you?

Unlike home finance advice, non-residential finance is not regulated by a regulatory body such as the Financial Conduct Authority (FCA).

#### 7.2 Client Money

We are not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of a service for which we have sent you an invoice) or handle cash.

#### 7.3 What if things go wrong?

If you are unhappy with our advice or any aspect of our service, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns.

<b>In writing</b>	The Chief Executive	Investors Planning Associates Limited		Sterling House
	175 High Street	Rickmansworth	Hertfordshire	WD3 1AY
<b>By phone</b>	01923 627000		<b>By e-mail</b>	enquiries@investorsplanning.co.uk

We have a complaints procedure and can provide further details on request. Please be assured we treat complaints seriously.

As non-residential finance is not regulated by the FCA, you have no recourse under either the Financial Ombudsman Service or the Financial Services Compensation Scheme (FSCS) in respect of any future dispute resolution or claims against us.



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### **8. FINANCIAL PLANNING AND HOW WE CHARGE FOR IT**

For any aspect of our financial advice services, all actual charges and fees will be fully disclosed to you.

We will not charge you until we have discussed your payment options and agreed with you how we are to be paid.

We will also let you know if there are any other costs that might arise in connection with the service we provide to you.

Our charges will be VAT exempt unless the planning work we provide for you only involves certain advice and/or preparing a report, in which case VAT may be applicable. We will always tell you if you have to pay VAT before we undertake any work for you.

#### **8.1 Non-Residential Finance Advice**

##### **8.1.1 Broker Administration Fee**

We will charge you a broker administration fee of £395 per property being mortgaged. This will be charged when you engage us to undertake our non-residential finance advice service (ie when you sign Section 9 of this Client Agreement). It is exempt from VAT.

Our broker administration fee covers the information gathering and research that we will carry out in order to review both your personal situation and the market in order to make a recommendation to you.

Our broker administration fee is non-refundable in all circumstances.

##### **8.1.2 Non-Residential Finance Advice Fee**

The minimum fee for our non-residential finance advice service is £500. This is payable when your mortgage goes ahead. This is payable in addition to our broker administration fee.

Your adviser can provide you with an indication of the non-residential finance advice fee that will be charged, which will depend upon the complexity of your circumstances and mortgage requirements.

If we receive any commission from the mortgage lender this will be disclosed on the Key Facts Illustrations you will receive for your chosen mortgage and we will offset that commission against your fee.

If the commission we receive from the mortgage lender covers the cost of our fee, no additional fee will be charged to you.

However, if the commission is less than our chargeable fee, we will ask you to make a payment to make up the difference.

Please note, we will only charge the non-residential finance advice fee if your mortgage goes ahead.

##### **8.1.3 Non-Residential Finance Advice – Paying our Charges**

Our broker administration fees are payable at outset and must be settled within 10 business days of the date of the invoice.

Our non-residential finance advice fees are payable on completion of our work and must be settled within 10 business days of the date of the invoice.

Payment can be made by cheque or BACS (we do not accept payments by cash or card).



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### 9. YOUR CONSENT

I acknowledge that the Client Agreement will come into effect from the date of signature.

I authorise the transfer of personal information in accordance with the IPA Privacy Notice.

I agree that Investors Planning Associates Ltd or any such relevant third party may contact me in the future in connection with this agreed service by any means of communication (including by electronic communication) considered appropriate at the time.

#### Service & Charges Agreed

Initial Service	<input checked="" type="checkbox"/>	Details of agreed fee			
Non-Residential Finance Advice (One-Off)	<input type="checkbox"/>	Broker Administration Fee	<input type="checkbox"/>	Fixed fee per property	£395
				Number of properties	
				<b>Agreed fee</b>	<b>£</b>
		Fee	<input type="checkbox"/>	Number of properties	
				Minimum of £500 per property applies	<input type="checkbox"/>
				<b>Agreed fee</b>	<b>£</b>
		Commission	<input type="checkbox"/>	<b>Estimated commission</b>	<b>£</b>
		Balance Payable on Completion	<input type="checkbox"/>	<b>Estimated balance</b>	<b>£</b>

I agree to pay the Broker Administration Fee on production of an invoice before work commences

*(If applicable)* I agree to pay the Non-Residential Finance Advice Fee on production of an invoice immediately following delivery of your service

#### Further details of service agreed

<b>Client Name</b>	
<b>Client Signature</b>	
<b>Date of Signing</b>	
<b>Associate Name</b>	
<b>Associate Signature</b> (on behalf of Investors Planning Associates Ltd)	
<b>Date of Signing</b>	