

## ABOUT US

Our fees, services  
and  
client agreement



**COURTNEY HAVERS LLP**  
5A Valley Industries  
Cuckoo Lane  
Tonbridge  
Kent, TN11 0AG



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This agreement sets out the terms under which we'll provide our services to you, so it's important that you read it fully and in conjunction with **Our Client Services – Equity Release** document. If there's something you don't understand please ask us to explain it.

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

- **Telephone:** 01892 544233
- **Email:** [advice@courtneyhavers.co.uk](mailto:advice@courtneyhavers.co.uk)
- **Website:** <http://www.courtneyhavers.co.uk>
- **In writing:** Courtney Havers LLP. 5A Valley Industries, Cuckoo Lane, Tonbridge. Kent. TN11 0AG.

This agreement sets out our respective obligations and should be read in conjunction with the information in **Our Client Services – Equity Release** document which has also been provided to you.

Section 8 (Useful information about our services) includes details of the protections available to you under UK financial services regulation. The services we have agreed to provide and the cost for those services are shown in section 9 (Services agreed).

## 1. Our obligations

### 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.

### 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'll 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.

### Conflicts of interest

Although we'll 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 conflicts with your own interests, we'll write to you and ask for your consent to proceed before we carry out any business for you. We'll also let you know the steps we'll take to make sure you are treated fairly.

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

### Protecting personal information

To provide our services properly we'll 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. For further details on how we process personal data, please refer to Appendix A at the foot of this document.

## Client money

We are not permitted to handle client money and we cannot accept a cheque made payable to us (unless it is payment in settlement of adviser charges or disbursements for which we have sent you an invoice) or handle cash.

## Communicating with you

Our normal ways of communicating with you are by telephone, post, e-mail, SMS text message, video conferencing 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.

## Our remuneration

Following our initial discussion (**which is at the expense of Courtney Havers**), should you decide to go ahead there is a cost for our services. We offer a variety of methods by which we can be remunerated so that you can select the method that best suits your needs. We will discuss your payment options with you and answer any questions you have.

We will not charge you until we have agreed with you how we are to be paid. We will also tell you if you have to pay VAT and if there are other costs that might arise in connection with the services we provide to you.

## Benefits we may receive

Under the rules of our regulator, the FCA, as a firm providing independent advice, we are unable to accept or retain payments or benefits from other firms (for example product providers) as this would conflict with our independent status. From time to time, we may attend training events funded and / or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

## 2. Your obligations

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

### Appointment as Advisers

Your agreement to appoint us as your advisers will apply from the date that you receive this document and ask us to act for you.

### Providing information about your circumstances

Our advice will be based on the information that you give so it's 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 appropriate 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.

### Restrictions

You have the right to tell us not to make any particular recommendations or to exclude specific companies, products or market areas from our research where, for example, you have had a previous bad experience. You need to let us know about any specific restrictions that you want to place on us.

### Payment for services – Equity Release

By signing this agreement, you are agreeing to pay the charges for our services as set out in section 7 (Services agreed). Your selected payment method is also confirmed in section 6. We'll tell you if any payments are subject to VAT.

## 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.

## 3. Our advice & services

Whatever financial decisions you have to make, the first step towards making the right decisions is to establish a clear understanding of your needs. At our first meeting (**which is at our expense**) we will gather information about you to help define your needs and priorities.

We offer a comprehensive range of lifetime mortgage products from across the market. This means that we consider a wide range of Lifetime Mortgage products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

The areas we can advise on include:

- Lifetime Mortgages
- We **do not** advise on Home Reversion Plans.

For further details please refer to our client services brochure/website.

## 4. Cancellation and amendments

### Ending this agreement

We may terminate this agreement by giving you at least 20 business days' written notice.

You may terminate this agreement 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.

### Amendments

From time to time, it may be necessary to amend the terms set out in this agreement where it's not necessary to issue a new agreement. If this is the case, we'll write to you with details of the changes at least 28 business days before they are due to take effect.

### Product cancellation rights

Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

**Please note that there is no right to cancel a Lifetime mortgage contract once the mortgage transaction has completed.**

## 5. Useful information about our services

### Who authorises us to advise you?

We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. [www.fca.org.uk](http://www.fca.org.uk). Our firm reference number is 463179.

Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and Lifetime mortgages.

You can check our details on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

Unless we tell you otherwise, we'll treat you as a retail client for investment business. This means that you are given the highest level of protection available under the UK's regulatory system.

### What if things go wrong?

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

- **Telephone: 01892 544233**
- **Email: [advice@courtneyhavers.co.uk](mailto:advice@courtneyhavers.co.uk)**
- **In writing: The Complaints Officer. Courtney Havers LLP. 5A Valley Industries, Cuckoo Lane, Tonbridge. Kent. TN11 0AG.**

We have a complaints procedure, and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### Additional peace of mind

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business.

You may be able to claim compensation from the FSCS if we can't meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:

**Mortgages** - eligible claims related to advising and arranging are covered for 100% of a claim up to a maximum limit of £85,000 per person per firm.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## 6. Our charges

The way we are paid for our services may depend on the type of advice given. Typically, this will be:

- **Lifetime Mortgage business:** fees agreed and paid by you &/or commission payable by the lender.

Our **Administration Charge** is payable once we've completed our initial research and provided you with our recommendation.

Our **Arrangement Fee** is payable once we have completed all the agreed work and must be settled within 14 business days.

In some circumstances we may receive a procuration fee or commission payment from a lender in relation to a product we have arranged for you. We'll tell you the amount before we carry out business for you. Typically, the commission payment will be offset against the charges you owe us for our services.

You can also pay for our advised services by way of a fee or a combination of fee & commission. Regardless of whether you buy a product, you will pay us a fee for our advice and services, which will become payable either on completion of the service provided or at specific stages where relevant. Our standard fees relating to new work (e.g., client take-on, research and recommendation) are as follows:

Initial Service	Minimum Initial Charges
Equity Release Advice	<p>Minimum fees vary with the type of advice required, its complexity and the time taken to get you the right solution. Below is a list of examples and their costs:</p> <p>Our <b>non-refundable</b> Administration Charge per lifetime mortgage - <b>£750</b>.</p> <p><b>Plus</b></p> <p>Our <b>minimum</b> Arrangement Fee per lifetime mortgage for research, recommendation and implementation - <b>£2,500</b>.</p> <p><b>Please refer to our Client Services Documents for examples of our Standard Minimum Fees</b></p>

There may be additional costs and charges related to the mortgage product we recommend. You'll receive a European Standardised Information Sheet / key facts illustration when considering a particular mortgage which will tell you about any fees relating to it.

**If your mortgage does not go ahead our mortgage administration fee will still be payable by you.**

## 7. Services agreed

Initial service we will provide.

Initial Service	Tick to confirm	Details of agreed fee & work we will undertake on your behalf. Any payments subject to VAT will be shown below.	
Advice relating to Lifetime Mortgage contracts		Administration Fee - £750 (This fee is non-refundable and payable on submission of the application)	Y/N
		Arrangement Fee - pay by commission	Y/N
		Additional Arrangement Fee Payable (Where the commission payment is insufficient to cover our minimum charge of £2,500)	£
		Arrangement fee (if paying us directly)	£

## 8. Your consent

This is our standard terms of business upon which we intend to rely. 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.

I authorise the transfer of information on a confidential basis, when warranted, between such parties as described in the Data Protection section below.

## 9. Declaration

I / We acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated.

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

Date of issue	
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Client name(s)		
Client signature(s)		
Date		

### Signed on behalf of Courtney Havers LLP

Adviser name	
Adviser signature	
Date	

## Appendix A - protecting your personal information

To provide our services properly we'll 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.

Processing of your personal data is necessary for the performance of our contract for services 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 data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services 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. If you apply to take out a financial product or service, we'll 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 (for example 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 (for example telephone / email / letter etc.).

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'll 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.

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



## Consent

### Sensitive personal data

The primary basis on which we intend to process your personal data is for the performance of our contract with you. 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 Courtney Havers LLP.

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.

We may also 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. If you wish to know the names of these third parties, please contact us for further information.

### 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 Message  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.