



TERMS OF BUSINESS

About this document

This document states our terms. You need to read this important document. It explains the service we provide and the costs involved.

By continuing with this service, you are agreeing to the terms included in this document.

How we are regulated

The Equity Release Partnership Ltd is an appointed representative of The Right Mortgage Limited who are authorised and regulated by the Financial Conduct Authority (FCA). You can check our details and regulatory permissions on the FCA Register online or on 0800 111 6768. Our FCA reference number is 1002526.

Our company

The Equity Release Partnership Ltd. of 15 Haystack Avenue, Chippenham, Wiltshire, SN14 0FY trades as a Limited Company

Our Service

We offer an advised service. This means that we will provide you with a recommendation when we have assessed your needs.

Mortgage (Home Finance) Products

We offer a comprehensive range of first charge & second charge mortgages from across the market, but not deals that you can only access by going direct to a lender.

If you are mortgaging a buy to let property, we will only advise you on the services listed in this document. We will not provide advice on any tax or investment matters, for this you should seek advice from an authorised and qualified individual.

Lifetime Mortgage Products

We offer a comprehensive range of lifetime mortgages from across the market, but not deals that you can only access by going direct to a lender.

We are limited to only providing lifetime mortgages and do not offer home reversion plans.

A list of the lenders and insurance providers that we provide advice from is available on request.

Equity Release Council Membership

We are pleased to confirm that we are a member of The Equity Release Council.

The Equity Release Council exists to promote high standards in the Equity Release market.

As a dedicated member, we will:

- Ensure that all our actions promote public confidence in equity release as a potential retirement solution
- Act always with the utmost good faith
- Communicate high expectations for equity release outcomes in all our dealings
- Ensure conflicts of interest are managed fairly and reduced to the lowest practical level

- Exercise due skill, care, and diligence in all that we do and uphold the standards set out by our professional bodies at all times
- Always act with the best interests of our clients being paramount, treating customers fairly in all our actions

We have adopted further measures to give you confidence in the products and services we provide. These are set out in the Rules & Guidance (which are available on The Equity Release Council website). They include product standards and a need for all customers to receive independent legal advice.

Mortgage Regulation

Some mortgages are regulated by the FCA and some are not:

- Residential mortgages are regulated by the FCA
- Buy-to-let mortgages are not normally regulated by the FCA. However, some are defined as “consumer buy-to-let” - we will confirm if this applies to you
- Commercial mortgages are not regulated by the FCA

Additional Buy to Let Disclosures

By proceeding with a Buy to Let Mortgage application, you are also agreeing:

- The property is being purchased wholly, or mainly for business purposes
- You have the sole intention to let the property out
- You understand that a family member cannot live in the property under any circumstances
- You understand that if you decide not to let the property, you may have to repay the loan in full or change the mortgage to a more suitable product
- You understand that it is a breach of the terms and conditions of the mortgage to live in the property and fail to inform the lender

Increasing Borrowing on a Property

If you are looking to increase the borrowing on a property, the following options may be right for you:

- Further advance from your existing lender
- Second charge mortgage
- A new first charge mortgage
- Unsecured lending – we do not offer advice

What we will do

- Act in your best interests
- Communicate clearly and in plain English
- Explain all costs involved
- Assess your needs before making a recommendation
- Review the market from our list of reputable lenders and providers to recommend the most suitable product for you

What we will not do

- Submit an application before conducting a full review of your circumstances and obtaining all supporting information
- Cause you to incur a credit search or incur any costs without your prior agreement
- Act without first getting your permission
- Give advice on;
 - Legal/conveyancing matters

- Issues of taxation
- Investments or pensions

Instructions

We will normally accept verbal or written instructions. However, we always recommend that all instructions are provided in writing for clarity.

How we will operate

During our initial consultation we will complete a questionnaire to enable us to understand your circumstances and your needs. This enables us to give you appropriate advice. A copy of this is available upon request.

We will conduct research to establish what products are most suitable for you and make these recommendations. This will be confirmed to you in writing.

You will also be provided an illustration detailing the recommended product.

Your responsibilities

You must deal with us in an honest and transparent way. Not disclosing key facts about your circumstances could impact the advice given, and could impact your ability to obtain the most suitable product. It could even void the product, such as if this non-disclosure is viewed as a fraudulent act.

If you have any doubts as to whether you should disclose a matter it is better to do so.

It is your responsibility to check that the product is as you expected, you should check all documents carefully. Please notify your adviser as soon as possible of any issues.

Costs

Home Finance Products

A fee will be charged as per the table below depending on the type of transaction, this is payable on completion for our service in relation to mortgage contracts. The exact amount will depend on the complexity and work involved in your case and will be confirmed as part of the advice process.

Schedule of Fees	
Transaction Type	Fee
Mortgage (Purchase)	Up to £750
Remortgage	Up to £750
Product Transfer	£0
Buy to Let Purchase	Up to £750
Buy to Let Remortgage	Up to £750
Bridging Loan	Up to £1,495

We will be paid commission by the lender; the amount due will be disclosed via the mortgage illustration.

Lifetime Mortgage Products

A fee of £1,495 is payable on completion for our service in relation to mortgage contracts.

We will be paid commission by the lender; the amount due will be disclosed via the mortgage illustration.

Refund of fees

If we charge you a fee and your mortgage does not go ahead you will not receive a refund

Credit Searches

You may be required to supply us with credit reference materials. Should you choose to use Checkmyfile to source your credit information, we may receive an introducer fee. It is your responsibility to ensure that any subscription to them is cancelled within the cancellation period. The Equity Release Partnership Ltd will not be responsible for any costs incurred for this service borne by the client.

Complaints

If you wish to register a complaint, please contact us:

In writing: The Right Mortgage Limited, St John's Court, 70 St John's Close, Knowle, B93 0NH.

By phone: 01564 732 744

If you cannot settle your complaint with us, you may be able to refer it to the Financial Ombudsman Service.
www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

You are protected by the Financial Services Compensation Scheme (FSCS) for the service we provide.

If we are to be declared in default, in the event of any claim, you may be entitled to compensation.

For further information about the scheme, please call the FSCS or visit www.fscs.org.uk.

How we use your data

Full details of how we gather, store, use and process your personal data is contained in our Privacy Notice.

As part of our service, we will ask you several questions that relate to your personal and financial circumstances, including questions regarding potentially sensitive matters.

Only information that is relevant to your financial planning needs will be gathered and stored.

We will retain this information for as long as is necessary to fulfil our regulatory and legal responsibilities, including defending any future complaints. This data can also be useful to assist you in the future.

We will treat all your information as confidential. Steps will be taken to ensure that the information is accurate, kept up to date and only kept as required.

We have also taken measures to protect against unauthorised, or unlawful use and accidental loss or damage to the data.

Cancellation rights

Depending on the product provided you will have different cancellation rights; these will be explained to you in my recommendation and will be included in relevant documentation. It is your responsibility to exercise these rights as needed; we cannot do this on your behalf.

Customer money

We do not handle customer money. We will not accept any payment other than for the payment of our fee, and under no circumstances will we handle cash. Any third-party payments must be made to them directly.

Call recording

Telephone calls made to us may be recorded and used for training and/or regulatory purposes.

Conflicts of interest



We will not transact business where we believe this could result in a conflict of interest. Where we believe that our interests conflict, we will inform you in writing and agree with you how we can proceed.

Declarations

By proceeding to supply your personal details, you are agreeing:

- To the terms and conditions of this agreement
- That we may pass your information on to, any 'third parties' needed to deliver our service
- That, the lender, or insurer we approach on your behalf, may conduct a credit search