



Michael James
Independent Mortgage Consultant

5 Deeble Close
Plymouth
PL7 4BR

T: 01752 341989
M: 077 6652 1111
F: 01752 244 196
E: mike@ifa-trafalgar.co.uk
www.ifa-traflagar.co.uk

About our Equity Release / Lifetime Mortgage Services and Costs

This is our standard Client Agreement upon which we intend to rely and it is governed by the law of England. Any disputes will be dealt with in this jurisdiction. For your own benefit and protection you should read these terms carefully before signing them, it explains the service you are being offered and how you will pay for them. If you do not understand any point please ask for further information.

Who Are We?

Trafalgar Mortgage & Financial Services (The Firm) is a firm of Mortgage & Protection Advisers. The Firm is an appointed representative of Lighthouse Advisory Services Limited which is authorised and regulated by the Financial Conduct Authority (FCA) and bound by their rules.

Trafalgar Mortgage & Financial Services address & contact details are as shown above.

Lighthouse Advisory Services Limited's address is Fairway House, Hunns Mere Way, Woodingdean, Brighton, BN2 6AH. Telephone: 08000 85 85 90

The FCA firm registration number of Lighthouse Advisory Services Limited is 195199 and this can be viewed on the FCA's firm register at www.fca.gov.uk or by contacting the FCA on 0800 111 6768. The FCA's address is 12 Endeavour Square, London E20 1JN

Our Services

Equity Release / Lifetime Mortgages

Independent

We are independent mortgage advisers and we will recommend an equity release product that is suitable for you following an assessment of your personal needs and circumstances.

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

Our lifetime mortgage services are limited to advising you on products from a range of providers. You can ask us for a list of these providers at any time. We will only recommend you take out a lifetime mortgage after an assessment of your personal needs and circumstances.

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

What will you have to pay us for our services?

Equity Release / Lifetime Mortgages

We offer the option of paying for the research, advice and administration by one of the following methods;

Option A

- No fee.** We will be paid by commission from the lender. We will not charge any other fees, but there may be other fees to pay to other parties, such as legal, valuation and mortgage arrangement fees.

Examples of typical commission rates;

Amount of loan	Commission Rate 1%	Commission Rate 2%
£100,000	£1,000	£2,000
£250,000	£2,500	£5,000
£500,000	£5,000	£10,000

Option B

- Fee only** - We charge a fee of 2% of the mortgage loan that is accepted by the lender based on the recommended mortgage deal.

If we receive a commission from the lender for placing that business, we will offset our fee by the same amount i.e. Total Fee payable (**A**), less commission received from the lender (**B**) equals the net fee that you have to pay us (**C**)

Amount of loan	A Fee of 2% of the mortgage loan	B Commission Rate 1% (paid by lender to us) *	C Net Fee Payable by You (A minus B)
£100,000	£2,000	£1,000	£1,000
£250,000	£5,000	£2,500	£2,500
£500,000	£10,000	£5,000	£5,000

*For examples of typical commission rates, please see the table below.

Examples of typical commission rates;

Amount of loan	Commission Rate 1%	Commission Rate 2%
£100,000	£1,000	£2,000
£250,000	£2,500	£5,000
£500,000	£5,000	£10,000

This fee becomes payable on submission of the Mortgage application

- Option C**
Combined (Fee & Commission) - We charge a fee of £750 which falls due on provision of the advice provided to you in recommending a mortgage deal. We may also receive a commission from the lender for placing that business

Examples of typical commission rates;

Amount of loan	Commission Rate 1%	Commission Rate 2%
£100,000	£1,000	£2,000
£250,000	£2,500	£5,000
£500,000	£5,000	£10,000

This fee becomes payable on submission of the Mortgage application.

We will confirm details of all fees in cash terms, you will also receive either a Key Facts illustration or European Standardised Information Sheet for the recommended mortgage product which will tell you about any fees relating to the loan before you complete any application. The Suitability Report from your adviser regarding the proposed mortgage will also confirm this information.

Refund of Fees

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

Please note our fee will be charged should the lender reject your equity release / lifetime mortgage 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 mortgage loan after we have made a recommendation to you.

Cancellation Rights

Equity Release / Lifetime Mortgages

When the lender makes a binding mortgage offer, they will give you a minimum of seven days to consider and accept the offer. During this period the lender in most circumstances cannot withdraw the offer.

Please note that there is no right to cancel a lifetime mortgage contract once the mortgage transaction has been concluded.

Client Money

Your adviser is not authorised to handle client money.

All cheques for premiums and lender and professional fees must only be made payable to the life insurance company, bank, building society, or firm providing the product or service concerned.

Under no circumstances should a cheque for premiums or fees of any kind be made payable to your adviser, The Firm or Lighthouse Advisory Services Limited.

Invoices for services provided by The Firm will be issued by and are payable to Lighthouse Advisory Services Limited.

Client Classification

We treat all our clients as "Retail Clients" unless you request otherwise. This means you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

Law

The law governing this agreement both before and after completion is the law of England.

We normally require our clients to give us instructions in writing, to avoid possible disputes, but we shall be entitled, at our sole discretion, to act upon your oral instructions. We can refuse your instructions at our discretion.

We may vary the terms of this agreement by writing to you at your last known address. Proof of delivery to this address will constitute proof of notice being served.

Complaints

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

in writing, write to;

Quilter Financial Planning Complaints Team

Riverside House
The Waterfront
Newcastle Upon Tyne
NE15 8NY

Email: QFPComplaints@quilter.com

by phone, telephone; Quilter Financial Services 0191 241 0700

If we cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Details of how the Financial Ombudsman Service can help can be found on their website;

www.financial-ombudsman.org.uk/consumer/complaints.htm

or you can ring the consumer help line, 0800 0234567 or 0300 1239123

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our liabilities.

This depends on the type of business and the circumstances of the complaint.

Type of business	Maximum FSCS compensation
Home Finance (e.g. mortgage advice and arranging):	£85,000 per person per firm (for claims against firms declared in default from 1 April 2019).

Further information about the limits applicable to the different product types is available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

Data Protection/Privacy Statement

Your personal data will be processed by The Firm and Lighthouse Advisory Services Limited, which are part of Lighthouse Group plc (the "Group").

This privacy notice is to let you know how companies within the Group will look after your personal data. This includes what you tell us about yourself, what we learn by having you as a customer, and the choices you give us about what marketing information you want us to send you.

This notice explains how we do this and tells you about your privacy rights and how the law protects you.

Data Protection law says that we can only use personal data if we have a proper reason to do so. This includes sharing it outside Lighthouse Group plc. For example (and as described in more detail below) in different scenarios the following reasons may justify our processing of your data:

- To fulfil a contract we have with you, or
- When it is our legal duty, or
- When it is in our legitimate business or commercial interest (provided that our legitimate interest is not overridden by your rights), or
- When you consent to it.

1. Information we collect about you

The personal data that we collect from or about you includes the following:

- name

- date of birth
- address
- phone numbers
- email
- recording of calls you make to our advisers
- information about your health where relevant to the products or services that we provide to you
- information about any trade unions you're a member of in circumstances where you contact us as a result of your trade union membership
- demographic information and other information provided by you
- information about your visit to our website, including technical information about how you access our web services such as your IP address, information about how and when you use our website (products you viewed or searched for, page response times, and length of visits to certain pages).

We may also need to collect data about other people such as your spouse, children or other related parties or third party beneficiaries. Depending on the nature of the data and what we propose to do with it (which will always relate to the service we provide to you or to them), we may require you to provide them with certain information (which may include this policy) or may ask for their consent.

2. How we collect information about you

We may collect information in a variety of ways including:

- directly from you when you voluntarily provide this information to us, for example during phone calls, via our website, or at a meeting;
- through your browser or device or through our servers;
- from other sources, such as: other Group advisers, third party product providers, your other advisers, credit reference agencies, professional introducers, affinity groups, third parties that we purchase your personal data from and other relevant third parties.

We use cookies on our websites to help us to improve the performance of our websites and to provide you with a better user experience. For more information on the cookies we use and the purposes for which they are used please refer to the relevant policies on the website.

3. How we use your personal data, and our justification for doing so

We use your personal data for a variety of purposes related to the services that we provide. From a legal perspective, there are various reasons for doing so. We have set out our uses and our reasons in the table below.

What we use your personal data for	Our reasons
Primarily, we use your data and data about you and your family to provide financial advice to you and complete and administer transactions on your behalf. We use, analyse, and assess your data to maintain and develop our relationship with you.	We use your data in this way either because we have a contract with you (for example, a contract to provide you with financial advice) or because it is in our legitimate interests to do so (for example, it is in our interests to measure customer satisfaction and 'troubleshoot' any customer issues).
To respond to complaints and seek to resolve them.	The FCA also requires us to hold records in respect of advice and guidance we give to you for a statutory period and, accordingly, we will use this data in order to comply with our regulatory obligations.
We may use information about your health to help us provide the most appropriate financial advice for you and may share this with third party product providers as described below.	In some instances, the third party product provider will require information about your health in order to provide an indication of costs, for example if you require life assurance. In other instances health information may improve the outcome for you, such as when obtaining a personalised annuity rate.

	Where required to do so by law, we will make sure we have consent from you before passing on any data relating to your health.
We may use your personal data to tell you about relevant products and offers ("marketing").	We can only use your personal data to send you marketing messages if we have consent from you to do so or, in some cases, we can rely on a legitimate interest. You can ask us to stop sending you marketing messages by contacting us at any time. You will, however, still receive statements and other important information such as changes to your existing products and services since we need to send those messages to make sure that you receive information that you need. We may ask you to confirm or update your choices if you take out new products or services with us in future. We may also ask you to do this if there are changes in the law, regulation, or the structure of our business.
To monitor the use of our website and ensure that our website is presented in the most effective and relevant manner for you and your device(s).	We have a legitimate interest to ensure that our website works properly and that our products and services are high quality and efficient.
We may record calls you make to us and will use this data for training and quality assurance purposes (where your call is recorded we will tell you in advance).	We use data in this way for a variety of reasons. It may be pursuant to a legal obligation and it is also in our legitimate interests to review recorded calls for quality control purposes.
We may use your data to make checks with credit rating agencies to authenticate and verify your identity and credit status where you are interested in a product, which requires this.	We will make credit checks when it is in our legitimate interests and appropriate to do so in order to manage our financial risk. For example, we will undertake credit checks when advising you regarding the availability of certain mortgages.
To detect, investigate, report and seek to prevent financial crime.	In some cases we will need to use your personal data to fulfil a legal obligation or comply with regulations that apply to us. This includes where we receive a legitimate request from a law enforcement agency or for the purposes of detecting fraud. For example, we undertake money-laundering checks on all our customers.
To manage risk for us and our customers.	
To obey laws and regulations that apply to us.	

4. Whom we share your personal data with

Some services are provided to our firm or advisers by third parties such as processing business or obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details. In such cases personal data held by the Group may be disclosed on a confidential basis, and in accordance with relevant data protection law.

Other professional advisers

Depending on the instructions we receive from you, we may pass your data to other professional advisers to enable us to provide advice most suited to your circumstances. Usually, this would be referrals to accountants, solicitors, tax advisers and sometimes to specialist advisers in the financial and insurance industry if we believe you may benefit from the expertise of such third parties. We, and any third party specialist advisers to whom we introduce you, will pass your data to product providers, lenders and investment managers when you agree to make an investment, or purchase or amend policies or mortgages.

Sharing data to comply with laws

There may be scenarios where we are subject to a legal obligation to disclose or share your personal data, such as with law enforcement agencies, regulatory bodies (such as the Financial Conduct Authority) or public authorities in order to prevent or detect crime. We will only ever disclose your personal data to these third parties to the extent we are required to do so by law.

International Group data processing and Group structure

Lighthouse Group shares various operations and business processes. We may share your personal data with any member of our Group to fulfil our contracted obligations to you, or because it is in our legitimate interests to do so. We may also share your personal data if the make-up of Lighthouse Group Plc changes in the future:

- We may choose to sell, transfer or merge parts of our business or our assets. Or we may seek to acquire other businesses or merge with them.
- During any such process, we may share your data with other parties. We will only do this if they agree to keep your data safe and private.
- If there is a change to our Group, then other parties may use your data in the same way as set out in this notice.

5. Transfers of your data outside of Europe

Product providers, lenders and investment managers may administer your policies, including any policies you already have with them, and provide other services from centres in countries outside the European Economic Area (the "EEA") (such as India and the USA) that do not always have the same standard of data protection laws as the UK. However, they are required to put a contract in place that ensures that your information is adequately protected, and they will remain bound by their obligations under the relevant data protection law even when your personal information is processed outside the EEA.

If we do transfer information to investment or insurance companies outside the EEA, we will make sure that it is protected in the same way as if it was being used in the EEA. We will use one of these safeguards:

- Transfer it to a non-EEA country with privacy laws that give the same protection as the EEA.
- Put in place a contract with the recipient that means they must protect it to the same standards as the EEA.
- For data sent to the USA, transfer it only to organisations that are part of Privacy Shield. This is a framework that sets privacy standards for data sent between the US and EU. It makes sure those standards are similar to what is used within the EEA.

6. If you choose not to give personal data

We may need to collect personal information by law, or under the terms of a contract, we have with you. If you choose not to give us this personal information, it may delay or prevent us from meeting our obligations. It may also mean that we cannot perform services needed to run your accounts or policies. It could mean that we cancel a service you have with us.

Any data collection that is optional would be made clear at the point of collection.

7. The way we store your data

We keep records of all your transactions. You, or your appointed agent, have the right to inspect the records at a mutually convenient time. As we treat all our client records as confidential, we reserve the right to give you copies of your records if, in certain circumstances, releasing the original would compromise other clients' confidentiality. Unless you tell us otherwise, when we arrange products for couples or joint parties we will assume that information can be passed freely between us and the parties involved with the contract.

8. Keeping your personal data safe

We take the security of your data very seriously and have implemented various strategies, controls and measures to protect the integrity and confidentiality of your data. We keep these measures under review, including by reference to broader industry standards,

9. How long we keep personal data

We will keep your data for as long as necessary which would typically be for the whole of your life. We need this data to allow us, where agreed, to provide an on-going service and to allow us, if required, to undertake future reviews and fulfil our obligations to regulators.

10. Your rights and how to contact us

The law gives you a number of rights in relation to your personal data and our use of it. You have the right:

- (a) to ask us not to use your personal data for direct marketing purposes;
- (b) to ask to see what personal data we hold about you and to find out about the way that we process the data (and in some circumstances, you can ask us to provide a copy to a third party);
- (c) to ask us to correct or update any personal data which is inaccurate;
- (d) to ask for personal data to be deleted in some (but not all) circumstances where there is no good reason for us to continue to use it;
- (e) to ask us to temporarily stop using your data if you don't believe that we have a right to use it, or to stop us from using your personal data where there is no good reason for us to continue to use it; and
- (f) not to be subject to decisions made solely on the basis of 'automated processing' (i.e. the right not to be subject to decisions made solely by algorithms or computers without input from a human) in certain circumstances.

If you would like to exercise any of the rights listed above, or if you have any queries or concerns about the way that we use your personal data (or any questions about this privacy policy), you can contact us using the following details. Quilter will liaise with us and Lighthouse on your behalf to effect your requests.

The Office of Data Protection

Quilter Financial Planning Limited

Wiltshire Court, Farnsby Street, Swindon SN1 5AH

11. How to complain:

Please let us know if you are unhappy with how we have used your personal information. Please refer to the contact details shown above.

You also have the right to complain about the use of your personal data to the Information Commissioner's Office. Find out how on their website <https://ico.org.uk/concerns/> or call their helpline on 0303 123 1113.

Anti Money Laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up to date.

For this purpose 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.

Conflicts of Interest

Occasions can arise when we or one of our clients may have some form of interest in business that we are transacting for you. If this happens, or we become aware that our interests conflict with yours, which may impact on you, we will decline to deal with you. Our policy is that unless a conflict of interest can be managed without it impacting on clients, we will not deal with that client.

Distance Marketing Directive

On occasions when it may be necessary to conduct our business without any personal contact, we will advise you if this requires the creation of a distance contract between us. In this contract, you will be provided with additional information as required by the directive.

Your responsibilities

All answers on application forms or any other document or statement made are your responsibility. You are responsible for providing complete and accurate information which lenders require.

You should check all details on any application or Statement of Facts and pay particular attention to any declaration you may be asked to sign. You should read all documents issued to you and ensure that you are aware of the terms that apply.

You should inform us immediately of any changes in circumstances that may affect the services provided by us. We strongly advise you to retain copies of all correspondence that you send us, for your own protection.

Termination

This agreement may be terminated, in writing, by either party giving not less than 10 business days' notice to the other party, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any charges for services shall be settled to that date.

By signing these terms and conditions of business

Please sign this document once you are happy with its content, please complete and sign pages 12 and 13 and return these to your adviser. You should retain pages 1 to 11 for your records.

- 1 **Mortgages**, under Financial Services Rules designed to protect individuals from high pressure mortgage advisers, it is no longer possible to call you in the future, without your prior consent, when your current mortgage “deal” is due to expire or if there is a new mortgage loan which we, as your adviser, feel may be more appropriate.
- Please tick the appropriate box below*
- Client 1**
 I give consent
 I refuse consent

You understand this and give your consent that the Firm or Lighthouse Advisory Services Limited can contact you by either telephone, letter or email shortly before the expiry of the current deal on your mortgage.

- Client 2**
 I give consent
 I refuse consent

- 2 **Health**, as mentioned in the privacy notice we need your consent to hold information about your health and pass to third party product providers where your health is relevant to the products or services that we provide to you.
- Please tick the appropriate box below*
- Client 1**
 I give consent
 I refuse consent

- Client 2**
 I give consent
 I refuse consent

- 3 **Sensitive / Special types of information**, please confirm that you consent to our processing records details of Trade Union Membership where you have contacted us as a result of your Trade Union's relationship with us.
- If applicable, please tick the appropriate box below*
- Client 1**
 I give consent
 I refuse consent

If we need to hold any other special information, we will confirm why and will ask your permission to hold it.

- Client 2**
 I give consent
 I refuse consent

- 4 **Third Party information**, you informed third parties such as your spouse/dependents that you have provided us with their data and confirm that you have consent to disclose to us their personal information. You have explained why this information is required and will provide them a copy of the privacy statement included in this agreement.
- If applicable, please tick the appropriate box below*
- Client 1**
 I have consent and will share the privacy statement with third parties.
 I do not have consent

A copy of our privacy policy can also be found on our website; <https://www.lighthousegroup.plc.uk/privacy-policy/>

- Client 2**
 I have consent and will share the privacy statement with third parties.
 I do not have consent

- 5 **Marketing**, we may from time to time contact you by post, fax or e-mail with details of our products and services, which may be of interest to you. If you would like to receive this information, please indicate your preference by ticking your preferred option(s).
- Please tick if you would like to receive information about our products or services by:*

- Phone
 Email
 Letter
 Text / SMS messaging
 None

You can change your mind and let us know at any time, or contact The Data Guardian at Quilter Financial Planning Limited, address as above.

- 6 We agree that any consent given by you under paragraphs 2, 3 and 5 in respect of your personal data may be withdrawn by you at any time by contacting our Client Liaison Team, see our privacy notice for more information.

- 7 We agree that you may withdraw any consent given by you under paragraph 1, above at any time by contacting your adviser in writing.

- 8 The firm may transfer all or any of its rights and obligations under any agreement entered into with you, to persons or institutions at its discretion.

These are our standard terms and conditions which we intend to rely upon. 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.

This Agreement will come into effect once signed and by my/our signature(s) I/we confirm that I/we have received, read and understood the terms and conditions in this Agreement and the standard Fee Agreement.

Signed		
Print name		
Address		
Postcode		
Date		

Think carefully about this information before deciding whether you want to go ahead.

If you are unsure about which equity release transaction is right for you, you should ask your adviser to make a recommendation.

By signing these terms and conditions of business

Please sign this document once you are happy with its content, please complete and sign pages 12 and 13 and return these to your adviser. You should retain pages 1 to 11 for your records.

- 1 **Mortgages**, under Financial Services Rules designed to protect individuals from high pressure mortgage advisers, it is no longer possible to call you in the future, without your prior consent, when your current mortgage “deal” is due to expire or if there is a new mortgage loan which we, as your adviser, feel may be more appropriate.
- You understand this and give your consent that the Firm or Lighthouse Advisory Services Limited can contact you by either telephone, letter or email shortly before the expiry of the current deal on your mortgage.
- Please tick the appropriate box below*
- Client 1**
- I give consent
- I refuse consent
- Client 2**
- I give consent
- I refuse consent
- 2 **Health**, as mentioned in the privacy notice we need your consent to hold information about your health and pass to third party product providers where your health is relevant to the products or services that we provide to you.
- Please tick the appropriate box below*
- Client 1**
- I give consent
- I refuse consent
- Client 2**
- I give consent
- I refuse consent
- 3 **Sensitive / Special types of information**, please confirm that you consent to our processing records details of Trade Union Membership where you have contacted us as a result of your Trade Union's relationship with us.
- If we need to hold any other special information, we will confirm why and will ask your permission to hold it.
- If applicable, please tick the appropriate box below*
- Client 1**
- I give consent
- I refuse consent
- Client 2**
- I give consent
- I refuse consent
- 4 **Third Party information**, you informed third parties such as your spouse/dependents that you have provided us with their data and confirm that you have consent to disclose to us their personal information. You have explained why this information is required and will provide them a copy of the privacy statement included in this agreement.
- A copy of our privacy policy can also be found on our website; <https://www.lighthousegroup.plc.uk/privacy-policy/>
- If applicable, please tick the appropriate box below*
- Client 1**
- I have consent and will share the privacy statement with third parties.
- I do not have consent
- Client 2**
- I have consent and will share the privacy statement with third parties.
- I do not have consent
- 5 **Marketing**, we may from time to time contact you by post, fax or e-mail with details of our products and services, which may be of interest to you. If you would like to receive this information, please indicate your preference by ticking your preferred option(s).
- You can change your mind and let us know at any time, or contact The Data Guardian at Quilter Financial Planning Limited, address as above.
- Please tick if you would like to receive information about our products or services by:*
- Phone
- Email
- Letter
- Text / SMS messaging
- None
- 6 We agree that any consent given by you under paragraphs 2, 3 and 5 in respect of your personal data may be withdrawn by you at any time by contacting our Client Liaison Team, see our privacy notice for more information.

- 7 We agree that you may withdraw any consent given by you under paragraph 1, above at any time by contacting your adviser in writing.
- 8 The firm may transfer all or any of its rights and obligations under any agreement entered into with you, to persons or institutions at its discretion.

These are our standard terms and conditions which we intend to rely upon. 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.

This Agreement will come into effect once signed and by my/our signature(s) I/we confirm that I/we have received, read and understood the terms and conditions in this Agreement and the standard Fee Agreement.

Signed		
Print name		
Address		
Postcode		
Date		