

creative

Financial  
Solutions

# Client Agreement Equity Release

**This document is to be read in conjunction  
with our Legal Document.**

We are a financial planning business, focused on helping you understand and plan for your financial future. The information in this document is designed to give you an idea of:

- **What we do and how we do it**
- **What it is likely to cost and how you can pay us**

More detailed information is available on our website at [www.creativeadvice.co.uk](http://www.creativeadvice.co.uk)

**This document provides details about our Equity Release service and how we charge, so it's important that you read it fully. If there is something you don't understand please ask us to explain it.**

Beneath the heading 'Useful Information About Our Services' are details of the protections available to you under UK financial services regulation. The service we have agreed to provide and the cost for this services is shown in section Service Agreed.

### **Our 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, we will gather information about you to help define your needs and priorities.

Equity release is a way of releasing the wealth tied up in your property. With an equity release product, you have to be over a certain age (typically over 55) and own your own home. Where you are eligible for equity release we are able to advise on equity release products.

**We'll only start work once we have agreed our services and charges with you.**

### **Our advice**

Where you are eligible for equity release, we provide advice on a range of equity release products. There are two main types of equity release product available on the market, these are lifetime mortgages and home reversion plans.

We advise on a comprehensive range of equity release products from across the market i.e. we are not limited in the range of equity release products we will consider for you.

We offer advice on a comprehensive range of lifetime mortgage products from across the market but we don't advise on home reversion plans.

## 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 'Key Facts' Illustration (KFI) or an European Standardised Information Sheet (ESIS) which is a personalised description of the costs and features of the 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.

### Protecting your personal information

To provide our services properly we will 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.

Sometimes, we may need to pass your personal information to other organisations (e.g. 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). Your personal information may be transferred electronically (e.g. 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 (e.g. 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.

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.

### 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.

### Conflict of interests

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 your own interests, we will write to you and ask for your consent before we carry out business for you. We will also let you know the steps we will take to make sure you are treated fairly.

### Communicating with you

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

Where you have consented for us to do so, we may contact you in the future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular mortgage product or service which we feel may be of interest to you.

## Your obligations

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

### Providing information about your circumstances

Our advice will be based on the information that you give so it is important that you provide us with the information we request about your circumstances and objectives to allow us to provide you with the appropriate advice. If you limit the information provided it could affect the suitability of the advice we give.

### 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.

## Cancellation and amendments

### Ending this agreement

You or we 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 twenty-eight business days before they are due to take effect.

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 mortgage contract once the mortgage transaction has been concluded.

## Useful information about our services

### Who authorises us to advise you?

We are authorised and regulated by the Financial Conduct Authority (FCA), 25 The North Colonnade, Canary Wharf, London, E14 5HS. [www.fca.org.uk](http://www.fca.org.uk). Our firm reference number is 454893.

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

### 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 will do our best to resolve your concerns.

**Telephone:** 01252 844227

**Email:** [office@creativeadvice.co.uk](mailto:office@creativeadvice.co.uk)

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:

**Equity release** – advising and arranging is covered up to a maximum limit of £50,000.

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

### Benefits we may receive

Under the rules of our regulator the FCA, we can't accept payments or benefits from other firms (e.g. product providers) that may conflict with our duty to act in our clients' best interests.

From time to time we may attend training events funded or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Please ask us if you want further details.

## Service agreed

Service	Tick to confirm	Details of agreed fee Any payments subject to VAT will be shown below
Equity release advice	<input type="checkbox"/>	<b>We do not charge a fee for the provision of equity release advice. The lender will pay us a procurement fee on completion of your equity release product.</b>

## Our charges

Service description	Charges
First meeting	Free of charge
Provision of Lifetime Mortgage	Procurement fee paid by Lender

### Payment

**We will receive a procurement fee from the lender in relation to the product we have arranged for you. We'll tell you the amount before we carry out business for you.**

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

No fee is charged directly to you for our equity release services. We will receive a procurement fee from the mortgage lender, which will be disclosed on the key facts illustration or European Standardised Information Sheet (ESIS) you will receive in relation to your recommended equity release product.

## 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.

I/We authorise the transfer of personal information, on a confidential basis and in accordance with the Data Protection Act 1998, between Creative Advice Ltd and any relevant third parties.

I/We agree that Creative Advice Ltd, or any such third party may contact me in the future by any means of communication (including by electronic communication e.g. email) considered appropriate at the time.

I/We confirm that I am / we are happy / not happy to give Creative Advice Ltd express consent to contact me/us, in the future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular mortgage product or service which we feel may be of interest to you.

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

This is our standard equity release agreement 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.

Please tick this box if you consent to us or any company associated with us processing any such sensitive data.

Please tick this box if you wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.

Signed:

Print Name:

Date:

Signed:

Print Name:

Date:

Signed on behalf of Creative Advice Ltd:

Print Name: SIMON JOHN

Date:

