



## TERMS OF BUSINESS

### ABOUT THIS DOCUMENT

This document outlines Hays Private Finance Terms of Business. We will ask you to sign our Terms of Business to confirm that you have received this document and should you choose to proceed with our services, in doing so, you accept our Terms of Business and both parties will be bound by the terms laid out below.

### OUR REGULATOR

Hays Private Finance Ltd is an appointed representative of Quilter Financial Services Limited, which is authorised and regulated by the Financial Conduct Authority and registered as 440703. Hays Private Finance Ltd is also registered with FCA under 579204.

The permitted business of Quilter Financial Services Limited is advising on and arranging pensions, investments, mortgages, life assurance and general insurance.

You can check this on the FCA's Register by visiting the FCA's website at: <https://register.fca.org.uk/s/> or by contacting the FCA on 0300 500 8082 or 0800 111 6768.

The FCA address is: 12 Endeavour Square, London, E20 1JN.

### OUR SERVICE

Wherever you are on your financial journey, we're here to give you advice you can depend on.

Our services are comprehensive, which means that we are able to offer you professional advice across all the stages of your financial life. If the advice that you require is not within the scope of the mortgage and protection adviser, we can refer you to an adviser within our business who can advise and recommend.

### CONFIRMATION OF OUR ADVICE AREAS

#### **Mortgages**

We recommend products from a range of lenders that is representative of the whole market in relation to first charge mortgages, however we do not consider mortgage products that you can only obtain by going directly to a lender.

A list of the lenders we advise on can be provided on request.

See the Mortgage Advice section later in this document for more detail.

#### **Assurance & Insurance**

We will provide a personal recommendation on the basis of a fair analysis of the market in relation to private medical insurance.

We will provide a personal recommendation from a range of insurers in relation to life, critical illness, income protection and whole of life products.

We will provide a personal recommendation for buildings and contents insurance products from Uinsure. If Uinsure cannot insure you, we may use a range of other providers.

## TYPES OF MORTGAGES

We advise on the following types of mortgages:

- residential
- buy-to-let

If you are seeking to borrow additional funds, the main options are: a further advance from the existing lender; a first charge remortgage; a second charge mortgage; or unsecured lending.

Where the lender permits us to arrange a further advance on your behalf, we will consider whether this is appropriate as part of our advice. Where the lender will only offer a further advance directly, whilst it may be more appropriate, we cannot consider this as part of our advice.

We do not advise on second charge mortgages. If we are unable to identify a suitable first charge mortgage, we can refer you to a carefully selected firm who specialise in second charge advice. We will provide you with further information if this is the case. Please refer also to our Consents later within this document.

We do not provide any services in connection with unsecured lending.

## WHICH PRODUCTS ARE REGULATED?

Some mortgages are regulated by the Financial Conduct Authority (FCA) and some are not:

- residential mortgages are regulated by the FCA.
- buy-to-let and offshore mortgages are not normally regulated by the FCA. Under certain conditions a buy-to-let application may be regulated; we will advise you if this applies to your application.
- certain buy-to-let transactions are defined as “consumer buy-to-let”; we will advise you if this applies to your application.
- all buy-to-let transactions that are neither a regulated mortgage contract, nor consumer buy-to-let, are classified as “business buy-to-let”.

We will provide you with an explanation of the main repayment methods (e.g. capital and interest or interest only), but if you select a repayment option that includes an investment product that is regulated by the FCA we will recommend you seek advice from an appropriately licenced financial adviser.

## LATER LIFE BORROWING

We are able to advise on “retirement interest only mortgages”. We will discuss this with you if we identify this may be appropriate for you. Please note that a “lifetime mortgage” (a type of Equity Release Scheme) may be more available and more appropriate. In this circumstance, we are able to refer you to a carefully selected firm who are able to advise in this area.

### Message from the Financial Conduct Authority

Think carefully about this information before deciding whether you want to go ahead. If you are at all unsure about which equity release product is right for you, you should ask your adviser to make a recommendation.

## OUR ADVICE

We offer an advised service for mortgages. We do not offer an execution only or non-advised service.

### WE

- regularly review the mortgage market in order to select the most appropriate lenders to meet your individual circumstances.
- use lenders who consistently provide our customers with a competitive product range and high standards of service; however the standards of service may vary over time.

### WE CAN NOT

- be held liable for any delays incurred in the processing of your mortgage that are caused by the product provider however we will actively work to assist the smooth processing of your application.
- provide tax advice of any kind, for example to advise you on whether it is more appropriate to purchase a buy-to-let property on a personal or company basis. You should seek appropriate advice from a property specialist tax adviser or accountant.

### YOU

- are responsible for providing us with complete and accurate information about your personal and financial circumstances and your objectives, as any advice we give you and information we supply to product providers will be based upon your disclosures to us.
- are responsible for appointing a conveyancer (or for mortgages with the option of free or subsidised conveyancing whether appointed by you or your proposed new mortgage provider); for checking the appointment of the conveyancer and on-going progress of the legal work. We work closely with a solicitor partner, who can refer you to a conveyancer. We will provide you with a quotation and further information upon request.
- should retain the confirmation we send you as a record of the advice given.
- should check that the formal offer/acceptance is correct before you exchange contracts (for purchases) or proceed to completion (for remortgages).

## OUR PROCESS

During the initial consultation we will complete a Client Questionnaire to enable us to give appropriate advice on your mortgage. Once we have made our recommendations to you we will confirm our advice in writing. Details of any products applied for will be confirmed by the mortgage lender on a formal Offer of Advance.

Following completion of your new mortgage, we may contact you from time to time to discuss your future mortgage planning needs, for example, when the initial term on your mortgage is due to end.

## MORTGAGE FEES

Our initial consultation service is free. If you decide to proceed with a mortgage application, you will pay a fee for each of your mortgage applications. In addition, we will be paid commission by the lender on completion of the mortgage. The commission amount will depend upon the lender and loan amount. We will confirm the commission specific to your application in your mortgage illustration. A list of the commission ranges we may receive from lenders is available on request.

Mortgage fees - all types of mortgage (residential/BTL)	
Amount of mortgage	Fee charged on a tiered basis - payable on application
Mortgages to £250,000	<b>£495</b>
	Example 1 - £200,000 mortgage = £495
For mortgages in excess of £250,000 to £500,000	<b>0.1%</b>
	Example 2 - £350,000 mortgage = £495 & £100 (0.1% of £100K) £595 in total (equivalent to .17%)
For mortgages in excess of £500,000 to £1,000,000	<b>0.05%</b>
	Example 3 - £750,000 mortgage = £495 + £250 (0.1% of £250K) + £125 (0.05% of £250K) £870 in total (equivalent to .116%)
For mortgages in excess of £1,000,000	<b>0.025%</b>
	Example 4 - £1,250,000 mortgage = £495 + £250 (0.1% of £250K) + £250 (0.05% of £500K) + £75 (0.025% of £300K) £1,075 in total (equivalent to 0.086%)

Some client mortgage solutions may require a referral to a specialist broker for 2nd charge lending. If this is required, we will receive a payment from the broker if they arrange a loan for you. The amount of the payment to us is 35% of the specialist broker fee, which will vary according to circumstances. The specialist broker fee is capped at 4% of the loan or £2,000, with our maximum payment being £700.

The fees outlined above are not subject to VAT.

Any variation to this amount will be confirmed in writing to you before proceeding further. This may be, for example, for larger or more complex loans, or where your personal situation is more complex regarding income sources, taxation, residence and credit rating.

## DISCOUNTS ON OUR MORTGAGE BROKER FEES:

Client type	Discount on the above broker fees
We offer a discount on our standard fee for any returning client for whom we have arranged, and completed business for previously	<b>25%</b>
For existing clients with 2 or more mortgages under ongoing periodic management/review within Hays Group firms, we offer an extended discount on our standard fees.	<b>33%</b>

## REFUNDS - PLEASE NOTE:

If in the event we are unable to secure a suitable mortgage due to the following reasons, your fee will not be refundable, however we would typically not charge it again for a future application within 12 months.

- Inaccurate information provided by you about your personal circumstances.
- Inaccurate information provided by you about the proposed property details.
- Any other materially inaccurate information provided by you upon which we have relied.
- Any non-disclosure or non-provision of relevant information as required by the lender.

## ASSURANCE & INSURANCE PROTECTION ADVICE

Insurance is an important part of many people's financial plans, either to ensure their family is financially protected, to ensure they would have the funds to pay a loan such as a mortgage if the worst were to happen, to protect key people within a business, or to pay an inheritance tax bill.

We will make a recommendation on what insurance services would be suitable for you after we have assessed your needs.

### TYPES OF PROTECTION POLICIES

We advise on the following types of insurance policies:

- life assurance
- critical illness cover
- income protection
- home insurance
- private medical

All insurance policies we can arrange for you are regulated by the FCA.

### OUR ADVICE

We offer an advised service for assurance and insurance. We do not offer an execution only or non-advised service.

#### WE

- use protection providers selected to offer suitable cover to meet your protection needs.

#### YOU

- are responsible for providing us with complete and accurate information about your personal and financial circumstances and your objectives, as any advice we give you and information we supply to product providers will be based upon your disclosures to us.
- should retain the confirmation we send you as a record of the advice given.
- should check that the acceptance terms are correct before any protection policy is put in force.

#### WE CAN NOT:

- be held liable for any delays incurred in the processing of your insurance application that are caused by the product provider however we will actively work to assist the smooth processing of your application.

### OUR PROCESS

During the initial consultation we will complete a Client Questionnaire to enable us to give appropriate advice on your protection needs and other related insurance products. Once we have made our recommendations to you, we will confirm our advice in writing. Details of any products applied for will be confirmed by the insurance provider in Acceptance Terms.

### ASSURANCE & INSURANCE FEES

We do not charge a fee for Life Assurance, Critical Illness, Income Protection Home Insurance, and Private Medical Insurance. We will be paid by commission from the insurance company. This payment is included in the premium.

You will receive an illustration which will tell you about any other fees or charges relating to any assurance or insurance policy.

### CHANGES TO YOUR PROTECTION NEEDS

It is important to ensure your current protection plans and provisions remain in line with your requirements, which may change over time. Taking this into consideration, feel free to contact us at any time if you would like us to review your protection needs. We are paid commission from the assurance/insurance provider when arranging your protection policies, and we do not charge a fee to review your arrangements.



### WHAT SHOULD I CONSIDER?

Every client has a different need based on their own individual circumstances.

#### Here are some things you may wish to consider:

- Is your family protected financially should you die?
- Would you like to pay off large debts such as a mortgage in the event of death?
- Would you like a lump sum or an income should you be seriously ill?
- Would you like an income in the event of being off sick if your salary reduces or stops?
- Would you like to top up sick pay provided by your employer?
- Would you like to continue to be able to pay your outgoings in the event of accident or illness?
- Would you like to avoid having to use your savings or sell your home?

## YOUR PROTECTION

### COMPLAINTS

We always endeavour to give the highest quality service and advice; however, there may be times when you feel you do not receive the service you expect.

If you have a complaint, please get in touch with us using the contact details below in the first instance. We will do our best to investigate your concerns, look into things properly, and respond to you as quickly as we can.

We will provide you with a summary of our complaints procedure when we acknowledge your complaint as well as on request.

Quilter Financial Planning Complaints Department  
Sunderland SR43 4JR  
**Email:** [QFPcomplaints@quilter.com](mailto:QFPcomplaints@quilter.com)  
**Tel:** 0191 241 0700

### THE FINANCIAL OMBUDSMAN

If you cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service using the contact details below. Please be aware that you may not be entitled to refer your complaint to the Financial Ombudsman Service if your product is not regulated by the FCA (for example, a buy-to-let mortgage).

**Telephone:** 0800 023 4567  
**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. In the unlikely event that we cannot meet our obligations, you may be entitled to compensation from the FSCS. This depends on your type of advice/product, and the circumstances of your claim. The FSCS covers eligible claims up to the following limits:

- Up to £85,000 per eligible person, per firm for mortgages
- 100% protection for long term insurance; 90% protection for all other kinds of insurance, including general insurance

Further information about compensation scheme arrangements including the conditions governing compensation and how to obtain compensation is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

### DATA PROTECTION AND YOUR RIGHTS

The personal information you provide will assist your financial adviser in offering you suitable advice. The personal data you provide will be used and stored in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR) under UK law.

Hays Private Finance and Quilter Group process 'special category data' on the lawful basis of 'substantial public interest'.

For further information on how Quilter uses your personal data and your rights, please see their [Privacy Notice](#). A printable version can be provided on request.

For further information on how we use your personal data, please see our [Privacy Notice](#) on our website.

If you have any enquiries relating to the personal data that Quilter may hold about you, how your personal data is processed, or how to exercise your rights you can contact their Data Team, at [QFPdataguardian@quilter.com](mailto:QFPdataguardian@quilter.com).

From time to time, we may want to send you relevant marketing electronically from both ourselves and Quilter. You can unsubscribe at any time.

### CANCELLATION

You can cancel these terms of business at any time without penalty. This will not affect any outstanding transactions being carried out on your behalf and you may still have to pay a fee to us – see the previous fee pages for more information.

To cancel these terms of business you should notify us using the contact details at the foot of each page of this document.

## OTHER IMPORTANT INFORMATION

### VAT

In most instances, our fees are exempt from VAT. However, if VAT is payable, we will tell you.

The fees set out in these terms do not include VAT unless stated otherwise. If VAT does apply it will be charged on top of the stated fee. The law on which services are and are not subject to VAT may change in the future.

### CLIENT MONEY

We do not handle client money. We never handle cash and will only accept a cheque made out to us or bank transfer, in settlement of advice and service fees. Our preferred method of payment is bank transfer.

### YOUR DUTY TO DISCLOSE INFORMATION

The financial advice and recommendations we provide are based on your personal financial circumstances and objectives that you disclose to us. We will confirm these and the reasons for any recommendation in our advice. It is important that the information you give us is accurate and a true reflection of your current circumstances, as that will form the basis of the advice and recommendations that we give.

You must provide complete and accurate information to product providers such as insurance, mortgage or investment companies. If you don't disclose relevant information or a change of circumstances, your policy, mortgage or investment product may be invalidated - for example, an insurance claim may not be paid. We strongly recommend that you thoroughly check the information you provide before you submit it.

### ADDRESSING FINANCIAL CRIME

We are required to comply with laws and regulations designed to prevent money laundering and other financial crime. Our responsibilities include verifying the identity and address of our clients and anyone making payments on their behalf. If asked, you must supply proof of your address and/or identity.

Identity verification checks include electronic searches of the electoral register and the use of credit reference agencies, which will result in a soft footprint on your credit file. This footprint is not visible to other financial service providers and does not affect your credit rating in any way. Your acceptance of these Terms represents your permission for us to carry out these checks.

### CHANGES TO THESE TERMS

We may change these Terms, including our fees and commission rates, from time to time in whole or in part. We can change these Terms:

- to reflect changes in the costs or charges that we incur or expect to incur in providing our services, including changes in the rates of tax or how it is applied
- to reflect current or future changes in law, FCA rules or market practice, or decisions of the Financial Ombudsman Service
- to meet regulatory requirements, industry guidance or best practice, or the requirements of any of the firms whose products or services we make available to you
- to allow us to introduce new systems, products or services or to reflect changes in the way we deliver our services to you
- to reflect how our services are used and ensure the costs of our services are allocated fairly
- to make these Terms easier to understand, fairer or to correct errors.

We will give you at least 30 days' notice of any change to these Terms that may be detrimental to you, unless we are required to make the change sooner.

These Terms are based on our understanding of the law and regulations when the Terms were written. If there is a change to the law or regulations, or how they are interpreted, we will not be liable for any loss that may result.

### CONFLICTS OF INTEREST

To ensure client interests are always put first, we operate a robust conflicts of interest policy. If a potential conflict of interest arises, it will be actively managed, and we have arrangements in place to ensure good outcomes for our clients.

### LANGUAGE

Unless agreed by us, all communication will be completed in English. We will communicate in a manner that is convenient to you; this could include face-to-face meetings, post, e-mail and by telephone using the contact details at the foot of each page of this document.

## THE LAW WE OPERATE UNDER

These Terms are governed by and construed in accordance with the laws of England and Wales. In relation to any dispute, if you live in England, you and we agree to submit to the exclusive jurisdiction of the courts of England. If you live in Scotland or Northern Ireland, you and we agree to submit to the exclusive jurisdiction of the courts of Scotland or Northern Ireland respectively.

All advice will be conducted in the UK. We do not have permission to give advice when either you or your adviser is located outside the UK.

## SUPPORTING YOUR NEEDS

All customers can potentially face difficulties. However, these difficulties can be made worse for customers with additional needs. These needs might relate to health, life events or communication issues.

Quilter offers various services for people with additional needs. You can find more information at [www.quilter.com/help-and-support/supporting-customers-with-additional-needs](http://www.quilter.com/help-and-support/supporting-customers-with-additional-needs). If you can't find what you're looking for, please get in touch and we'll do our very best to help you.

A paper copy of this document is available on request.

If you would like this document or any other document in an alternative format e.g. Braille, Clear and Large Print or Audio documents (Cassette, CD, MP3 or Wav) or in other languages, please let us know.

## CONFIRMATION OF SERVICES

By signing this document, you are agreeing to our terms stated within and understand how we charge for our services. The specific level of fee chargeable will be detailed in the Advice Fee Authority Form.

Date this document was issued to you

Client signature:

Client signature:

Client name:

Client Name:

Date:

Date:

