

EQUITY RELEASE TERMS OF BUSINESS AND CLIENT AGREEMENT

This document contains important details about J Finance Ltd, how we are regulated and the basis upon which we will provide services to you. Please study this carefully to make sure that our services are right for you.

INTRODUCTION

WHO REGULATES US

J Finance is authorised and regulated by the Financial Conduct Authority (FCA), the independent watchdog that regulates financial services in the United Kingdom. Our Financial Services Register number is 442742.

You can check this on the Financial Services Register by visiting the FCA website: www.fca.org.uk/register or by contacting the FCA on 0800 1116768.

EQUITY RELEASE PRODUCTS WE OFFER

We offer lifetime mortgages only and not home reversion plans. We will consider all lifetime mortgages available in the market, but not deals that you can only obtain by going direct to a mortgage lender.

SERVICES WE OFFER

We offer an 'advised' sales service. This means we will provide advice and make a recommendation for you after we have assessed your specific needs and circumstances.

CLIENT AGREEMENT

YOUR RIGHTS

Unless we notify you in writing to the contrary, we will be treating you as a "retail client". This means that 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.

ASSIGNMENT

We may assign any or all of our rights under any agreement on giving you no less than one week's written notice. You may not assign, subcontract or encumber any right or obligation under any agreement, in whole or in part, without our prior written consent, at our sole discretion.

FSCS

We are covered by the Financial Services Compensation Scheme for the regulated advising and arranging services we provide so that if we are unable to meet our liabilities, you may be protected by the scheme. For further information please go to www.fscs.org.uk/what-we-cover.

COMPLAINTS

If you wish to register a complaint, please contact us in writing or telephone us. Our contact details are:

The Managing Director
J Finance Ltd
6a London Road
Newbury
RG14 1JX
01635 521300
contact@jfinance.co.uk

If you do make a complaint, we will follow our internal complaints procedure to resolve your complaint quickly and fairly. If we cannot resolve your complaint to meet your expectations, you may contact:

The Financial Ombudsman Service (FOS)
Exchange Tower
London
E14 9SR
0800 023 4567
complaint.info@financial-ombudsman.org.uk

YOUR RESPONSIBILITY

It is important that the information you provide is both accurate and honest, and a true reflection of your circumstances. It is your responsibility to provide information in this way to a provider or organisation that provides products and services recommended for you. Failure to disclose relevant information, or change of circumstances, to a provider may result in your chosen plan or product being invalidated. Any information provided is checked thoroughly prior to submission. We only accept instructions in writing (paper or electronic means) to aid clarification and avoid future misunderstandings. Please note we will not act on verbal instructions to avoid any possible misunderstandings.

EQUITY RELEASE ADVICE

We offer full advice and recommendation to you. This means we will:

- Explain the equity release journey to you.
- Get to know you and obtain as much information as possible relating to your needs, preferences, and circumstances.
- Identify your lifestyle and financial expectations over the life of the equity release mortgage.
- Advise and recommend products that are appropriate for you.

OUR COSTS AND CHARGES

EQUITY RELEASE PLANNING

- A fee of £799 will become payable upon production of a Mortgage Offer. These fees are payable by you.
- We will also be paid a procurement fee from the lender.

The exact amount of procurement fee we will receive is not known to us at this stage. You will receive a Key Facts Illustration when considering a particular lifetime mortgage. This document will tell you about any fee relating to it.

TERMS OF BUSINESS AGREEMENT

VAT

Normally all our services are, unless otherwise stated, undertaken with the intention of arranging and administering regulated investments and as such it is exempt from VAT. We will inform you if you have to pay VAT.

COMMENCEMENT AND TERMINATION OF OUR SERVICE

This Terms of Business agreement takes effect from the date it is given to you and will apply until terminated. The authority to act on your behalf may be terminated at any time without penalty by either party giving 30 days' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

CLIENT MONEY

We do not handle clients' money. We never accept a cheque made out to us (unless it is a cheque in settlement of fees or disbursements for which we have sent you an invoice) or handle cash.

MATERIAL INTEREST & CONFLICTS OF INTEREST

We will act honestly, fairly and professionally known as 'conducting business in the client's best interest' regulations. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other client's conflict with your interest, we will write to you and obtain your consent before we carry out your instructions and detail the steps we will take to ensure fair treatment.

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 may also check your details against the HMT Sanctions list as part of our obligation to prevent financial crime. We may conduct these checks from time to time throughout our relationship, not just at the beginning.

FORCE MAJEURE

J Finance will not be liable for any failure of or delay in the performance of this agreement for the period of such failure or delay where it is:

- Beyond the reasonable control of the firm.
- Materially affects the performance of any of its obligations under this agreement, and
- Could not reasonably have been foreseen or provided against.

GDPR

WHAT INFORMATION DO WE HOLD?

As a client of J Finance the data we hold has been completed from the services that you have engaged us to provide in the past as per the agreement we have with you. We use this data to enable us to carry out specific functions and report writing for which we are responsible. We will not collect any personal data from you that we do not need in order to provide the services we have agreed to provide you with. You do have the right to object to this processing, but if you do not provide us with this information then we will be unable to provide the services requested.

THE LAWFUL BASIS ON WHICH WE USE THIS INFORMATION

We will process your data in order to complete our obligations under this contract for services which you have entered into. We would be unable to fulfil our obligations under this contract if we did not process your personal data.

WHY DO WE COLLECT THIS DATA?

The main reason we collect this data is to complete the services you have entered into a contract with us for. Without knowing any of this information, we would be unable to fulfil our legal and regulatory obligations. Therefore, it is essential we collect this information. If we need to collect special category data (e.g health or mental conditions, trade union membership, biometric data (verification or identification data)) we will obtain your explicit consent first.

HOW WILL WE COLLECT YOUR DATA?

We will collect and record your data from a variety of sources; however we rely mostly on this information coming directly from yourself. We will collect this information usually over a series of meetings, but most of this will be collected during our fact-finding meeting. We may also collect this data from third-parties such as, credit checks, your employer, as an example.

WHO WE WILL SHARE THIS INFORMATION WITH

We can share this information with UK third-party companies that also follow the guidance of the GDPR legislation and the FCA. We do not share information without consent unless the law and our policies allow us to do so. If you choose to proceed with any of the recommendations given by J Finance we will share your data with external organisations such as Lenders where needed.

HOW LONG WILL WE HOLD YOUR DATA?

As we have entered into a contract for services, we will need to retain your data for a certain period of time to be able to carry out that contract. We, throughout the relationship not just at the beginning, will take reasonable steps to keep your personal data up to date, accurate and not kept longer than necessary.

If we provide you with financial advice, your data will be kept in accordance with FCA regulatory expectations, which in some cases mean the duration could be indefinite. You may request a copy of our data retention schedule If you wish to know more.

If you want to know more information about how we process your data, ask your adviser for a copy of our Privacy Policy. They will happily supply you with a copy. If you have a concern about the way we are collecting or using your personal data, we request that you raise your concern with us in the first instance. Alternatively, you can contact the Information Commissioner's Office at <https://ico.org.uk/concerns/>.

DECLARATION AND PERMISSIONS

This is our standard client 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.

By signing this Terms of Business:

You agree that the Terms of Business are effective from the date they are signed by yourself.

You consent to the processing of sensitive personal data as far as it is necessary for the services you require from J Finance.

You agree that information you provided may be disclosed to third parties when providing you with advice. These include but not limited to credit reference agencies, introducers, product providers and research tools.

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.

CLIENT 1 SIGNATURE

Signed	
Name	
Date	

Please tick the methods by which you are happy for us to contact you.

Phone Post Email SMS/text

CLIENT 2 SIGNATURE

Signed	
Name	
Date	

Please tick the methods by which you are happy for us to contact you.

Phone Post Email SMS/text

Please note that you may withdraw this consent at any time by notifying us at contact@jfinance.co.uk.