

# LEA Financial Services

## Terms of Business

In these Terms of Business, references to “we”, “us”, “our”, LEA FS, LEAF Services and Aureus shall mean LEA Financial Services Limited as providers of this service. (LEA FS, LEAF Services and Aureus are trading styles of LEA Financial Services). References to “you” and “your” shall mean you as the recipient of this service. References to the “FSA” shall mean the Financial Services Authority, to the OFT shall mean the Office of Fair Trading and to the OIC shall mean the Office of the Information Commissioner.

LEA Financial Services Limited is directly authorised and regulated by the FSA to advise on and arrange regulated mortgages, life (non-investment) and general insurance contracts. **Our FSA Reference No is 482614.** We offer completely impartial and independent advice to our customers. Under FSA rules, a broker is classified as independent when

- offering a fee-only service (avoiding any conflict of interests that may arise from the commission brokers earn from lenders) AND
- that broker represents the whole of the market.

Residential mortgages and General Insurance (including non-investment Life Insurance contracts) are regulated by the FSA. Buy-to-Let and commercial mortgages are not regulated unless over 40% of the property is occupied by the borrower or a member of his or her immediate family.

We also provide advice and arrangement in respect to other services such as Buy-to-Let mortgages, foreign property mortgages, commercial loans and mortgages, secured loans (homeowner loans) and further advances. Currently, secured and unsecured loans are regulated under the Consumer Credit Act by the OFT. **Our Consumer Credit Licence Number is 618605.**

We can, on request, appoint conveyancing solicitors to act for you, instruct household or specialist surveys on your behalf, or arrange for Energy Performance Certificates for Buy to Let landlords or if you are selling your home. **If there is a service you need, please ask us as we may be able to provide or arrange it!**

Our purpose is to meet all your requirements ourselves so that you have a **single point of contact** and we can ensure that there is a **co-ordinated response** to your needs. Because of the relationships we have established, we can normally **save you significant costs** compared to those you would incur if you went directly to one of these service providers. We usually receive an introduction commission from these providers but you will still save money by using us.

### Committed to treating our customers fairly

At LEA Financial Services Limited, we are committed to offering our customers the highest possible standards of service. In so doing we are pleased to support the FSA initiative **‘Treating Customers Fairly’**.

We recognise that both we and our customers have everything to gain if we look after your best interests and treat you fairly in all aspects of our dealings with you.

### Our commitment to you

We will:

- provide you with clear information about the products and service we offer, including fees and charges
- ascertain your individual needs, preferences and circumstances before recommending a mortgage, loan or protection product
- only recommend a mortgage, loan or protection product that we consider suitable for you and that you can afford – and always the most suitable from the available options
- not recommend a mortgage, loan or protection product if we cannot find one we consider suitable
- encourage you to ask if there is something you do not understand
- give you access to a formal complaints procedure should you become unhappy with our service

## How you can help us

To help us give you the most appropriate advice, we will ask you to:

- tell us as much as possible about your income and outgoings, to enable us properly to assess how much you can afford and about circumstances that might affect your insurability.
- let us know about changes that might affect your ability to repay a mortgage or protection product
- let us know if there is any aspect of our service, or of a product we have discussed or recommended that you do not understand
- tell us if you think there are ways we can improve or enhance our service

Thank you for choosing LEA Financial Services Limited.

## Distance Marketing

The Distance Marketing of Consumer Financial Services Directive of the European Parliament and of the Council; Directive 2002/65/EC (DMD) places certain restrictions on the way in which **financial** products can be sold to customers with whom we do not meet 'face-to-face'.

In the event that you have not met face-to-face with one of our advisors, we will conduct our business in recognition of the DMD. We propose to be guided by the laws of England and to use English as the language of our business.

There are a number of principles by which we have been guided. These are:

1. Before any contract is enacted for the supply of a financial service, customers will be advised of the nature and scope of the services we provide and of any fees payable to us for which they will become liable.
2. No service will be provided to a customer until he has agreed to the above terms. This is to allow him fully to ascertain if the service is appropriate to his needs and the fee acceptable.
3. Contracts can be agreed verbally (by telephone) or by e-mail or other electronic means but will be confirmed in writing.
4. No fees will be charged to a customer in the absence of a contract.
5. We will not make unsolicited contacts with customers, however, all customers who accept our terms will benefit from our commitment to review their needs on a regular basis. We will request their acceptance of this commitment.
6. We aim to build long-standing relationships with our customers and, as stated above, undertake to conduct regular reviews. Notwithstanding that commitment, customers can cancel the arrangement at any time.
7. Customers have the right to cancel a contract provided they do so within 14 days of engaging us, however, the nature of our service would normally mean that we will have satisfied the terms of the contract within that period. Cancellation can be effected by telephone, e-mail or other electronic means, however, customers are recommended to confirm the cancellation in writing to our business address as listed here.
8. If, after engaging our services, a customer cancels the contract before work has commenced, we will not charge for the service. However, if work has commenced, he will be charged for time expended. If we have delivered the contracted service, the full fee will remain payable.
9. Should a customer wish to make a complaint over our interpretation or implementation of the DMD, he should in the first instance, contact our Compliance Officer at the business address as listed here. If not satisfied with our response, we will assist him in referring the complaint to the Financial Services Authority.

## **Instructions from you**

We require our clients to give us instructions in writing for our joint referral. We will, however, accept your oral instructions provided they are confirmed in writing.

We are required to verify your identity in accordance with the Criminal Justice Act 1993 and the Anti-Money Laundering Regulations. This will be required at the outset of our dealings with you and no mortgage or loan offer or insurance acceptance terms will be produced until such verification has been obtained.

## **Our Services**

We constantly review the mortgage and insurance market in order to select the most appropriate lenders and products to meet your individual circumstances.

During our initial meeting or discussion, we will complete a detailed fact-find questionnaire to enable appropriate advice to be given on the mortgage and related insurance products. Once we have made our recommendations to you, we will confirm our advice in writing. You should keep this as a record of the transaction, which will be confirmed by your provider's formal offer of a mortgage or insurance contract.

We will work actively on your behalf, liaising with all parties involved (including solicitors and estate agents) to assist the smooth processing of your application. We are not liable for delays, which may be caused by third parties, but will represent your interests to ensure that these may be kept to the minimum. We may recommend a solicitor from a select panel where we believe you could benefit from our agreed service standards with them.

From time to time, we may contact you if we believe that you would benefit from a new review or be interested in other products we can offer. For example, we currently offer Energy Performance Certificates, referral to Will Writing Services and a number of web-based services, amongst others. By accepting these Terms of Business, you authorise us to contact you in these circumstances.

## **Remuneration**

### *UK Mortgages*

Our standard fee is £500; of which £100 is payable at the outset and £400 is payable on confirmation of a mortgage offer. We will also retain any commission paid to us by the lender.

Alternatively, you may choose to remunerate us by way of a fee only. In this case you will pay us a fee equivalent to 1% of the mortgage to be arranged (with a minimum of £500), at the outset. For example, on a mortgage of £100,000, you would pay us £1,000. Any commission received from the lender would be rebated to you.

In certain circumstances we may be able to add our fee to the mortgage loan. You will receive a Mortgage or Key Facts Illustration when considering a particular mortgage, which will detail any other fees relating to it such as valuation fees and lender arrangement fees.

### *Foreign Property Mortgages*

Our standard fee is 0.75% of the loan amount, payable in pounds sterling, with a minimum fee of £800; of which half is payable at the outset and the balance is payable on confirmation of a mortgage offer. In most cases, we will be using a third party specialist to interface with a foreign lender and they will also have fees, which they will disclose at the time. Typically, these fees amount to 1.5% of the loan size, of which we would receive 25% by way of 'commission share'.

### *Secured and Unsecured Loans*

We do not normally charge fees for advising on or arranging secured or unsecured loans. However, we will retain any commission paid to us by the lender. Upon occasion, a lender may not pay us a commission on one of these products.

If we believe that a lender who does not pay a commission represents the best, or only, available route for you, we would require you to pay us a fee, which we MAY be able to include within the loan at your request. In that event, we would charge a fee of 1% of the loan size with a minimum of £500.

### *Commercial Mortgage and Loans*

Our standard fee is 0.75% of the total facility arranged (with a minimum of £1,000). Half of this fee is payable at the outset and the remainder on confirmation of an offer. We will also retain any commission paid to us by the lender.

#### *Insurances*

We do not normally charge any fees for advising on or arranging regulated insurance contracts, as we will receive a commission from the product provider.

#### *Other services*

We attach a list of products and services which are not of a financial nature. Quotations will, necessarily, be bespoke.

### **Withdrawal and refund of fees**

#### *Mortgages, Commercial Mortgages & Loans*

You will not be liable to pay the balance of our fee if we are unable to secure an offer from any lender. However, in the event we are unable to secure a formal mortgage offer due to your non-disclosure of relevant information as required by the lender or as a result of inaccurate information you have provided, the balance of our fee will become payable immediately. We regret that we are unable to refund fees paid at the outset.

In all cases, if you withdraw from the transaction, we reserve the right to charge for the time spent working on your behalf. **This charge will never exceed our standard fee.** For genuine reasons of withdrawal, this fee may be credited towards a future transaction.

Whether the loan arranged is for you personally, a Limited Company, Limited Liability Partnership, Partnership or Sole Trader, you will be personally liable to pay our fees and may elect, as advised by your legal advisors or accountants, which vehicle you use to pay us.

#### *Insurances*

Where you cancel an insurance contract or it lapses within its earnings period (typically the first four years), we reserve the right to charge you a cancellation fee of up to £250 to cover the time spent working on your behalf.

#### *Non-financial services products*

You will not be liable to pay any fees, if you cancel or withdraw before work has begun. Otherwise, we reserve the right to charge reasonable fees for the time expended and costs incurred.

### **Late or Non-payment of fees**

In the unlikely event that payments of our fees are not met as they fall due, we reserve the right to charge interest at the simple interest rate of 8% above the prevailing Bank of England Base Rate, until the debt is repaid. In addition, if recovery action is required, these costs will be added to the total debt.

### **Your Money**

We are not authorised to hold client money. Therefore, we cannot accept direct payment of insurance or mortgage premiums or fees payable to third parties. We are able to forward your cheques or submit your credit/debit card details on your behalf for services such as valuation reports and conveyancing fees.

### **Data Protection and Information Disclosure**

We are registered as a Data Controller with the OIC; our **Registration Number is Z1354876**. We will treat all your personal information as private and confidential (even when you are no longer a customer), except where we are permitted or required by Law or where disclosure is made at your request or with your consent in relation to arranging your mortgage, loan and / or your insurance. You have the right of access, under the Data Protection Act 1998, to your personal records held on our files.

As part of the FSA's duties and those of the OFT, we may be asked to provide them with access to our customer records in order that they may carry out an audit of our activities. The FSA's and OFT's abilities to inspect customer records promotes best practice in our industry and ensures that you continue to receive

the best possible service from us. If we disclose your personal information to the FSA or OFT, they will only use it for the purpose of confirming our compliance with their rules.

Similarly, the Department of Communities and Local Government are responsible for legislation regarding the implementation of Energy Performance Certificates, Home Condition Reports, Property Information Questionnaires, Display Energy Certificates, etc. Local Trading Standards Officers, reporting to the OFT, may request sight of our records if conducting an audit.

We keep records of all our business transactions for a minimum of seven years.

### **Credit Checking and Fraud Prevention – Fair Processing Notice**

All lenders will carry out credit reference checks with credit bureaus in order to assess an applicant's suitability for mortgage lending. They may also carry out other checks to verify your identity, employment status or financial conduct.

- If false or inaccurate information is provided and fraud is identified, details may be passed to fraud prevention agencies.
- Law enforcement agencies may access and use this information
- The proposed lender and other agencies may also access and use this information to prevent fraud and money laundering, for example, when:
  - Checking details on applications for credit and credit related or other facilities
  - Managing credit and credit related accounts or facilities
  - Recovering debt
  - Checking details on proposals and claims for all types of insurance
  - Checking details of job applicants and employees.
- Please contact us at **6 Keppel Place, Stoke, Plymouth, Devon PL2 1AX** if you want to receive details of the relevant fraud prevention agencies
- The proposed lender and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### **By signing these Terms of Business you**

1. Instruct us to provide services in accordance with these terms.
2. Agree that any information we hold about you can be held on computer and / or paper files.
3. Agree that any information, which you give us, may be disclosed to third parties (e.g. credit reference agencies and product providers) for the purpose of processing your application or to another firm upon the sale or transfer of all or part of our business.
4. Agree that we may contact your current lender, insurance provider or other third parties in order to obtain information on your current products and policies to enable us to provide you with advice appropriate to your circumstances.
5. Agree that we may contact your new lender, insurance provider or other third parties following the commencement of any new product or policy in order to obtain information on those products and policies to enable us to provide you with advice appropriate to your circumstances. ***If you do not wish us to do this, please indicate here:*** ☐
6. Agree that we may use the information that we hold about you to contact you from time to time by post, fax, e-mail or telephone to review your products or bring to your attention additional products or services, which may be of benefit to you. ***If you do not wish us to do this, please indicate here:*** ☐
7. Acknowledge that any consent given by you under paragraphs 4, 5 and 6 above may be withdrawn by you at any time by contacting us in writing at:

**6 Keppel Place, Stoke, Plymouth, Devon PL2 1AX**

L.W.P Whitfield, Director  
LEA Financial Services Limited

## Ancillary Services

The below listed services can be tailored to meet your needs and specifications.

If you are interested in any of these services – either as a single item or as a combination of services delivered as a package – whether for personal or business use, and would like a personal quotation, please contact us as shown, below.

- Our standard fee for Energy Certificates (EPC's) is **£60.00** per certificate.
- Our standard fee for Company Incorporations is **£200.00** per Company; we also offer a tailored Excel-based Accounting package - designed to track expenditures and income in real-time and assist in making HMRC and Companies House Returns, at **£300.00** per Company.
- Legal firms on our panel have agreed to pay us an introduction fee of **£100.00** per successful introduction. This does not result in an increased fee for you.

**For the sake of clarity, we have identified where the services are provided in-house or are referred to a separate organization, whom you would pay directly.**

### Business & Property

Business Formation	In House	Building Surveys	In House
Energy Certificates	In House	Specialist Surveys	In House
Legal Services	Legal panel	Commercial Valuation Surveys	In House

e-mail: [business@lea-financial-services.co.uk](mailto:business@lea-financial-services.co.uk)

or Telephone us on 01752 569286

### Corporate Image

Logo Design	In House
Web Design	In House
E-mail Hosting	In House
Ghost Writing	In House
Copy/Content Writing	Panel
Translation Services	Panel

### Web Presence

Website Hosting	In House
Web Application Building	In House
Web-site Building Enhancement	In House
e-Commerce	In House
Search Engine Optimisation	In House
Technical Support	In House

### Communication

Mailing Lists	In House	Forum	In House
Text Messaging	In House	Database Design	In House
Blogs	In House	Project Management	In House

e-mail: [webservices@lea-financial-services.co.uk](mailto:webservices@lea-financial-services.co.uk)

Or Telephone us on 01752 559209

## Acceptance of Terms

If the service is for a regulated mortgage contract and/or a non-investment insurance contract, I/we acknowledge receipt of a 'Keyfacts about our services' Document.

By my/our signature(s) I/we confirm that I/we have read and understood these Terms of Business, agree to be bound by them and have selected the options as below:

### Service:

- ☒ Full advice, recommendation and arrangement
- ☐ Non-advised Arrangement only i.e. placement of application with provider without providing advice
- ☐ Non-advised Execution only i.e. placement of application with provider without providing advice and without overseeing the application process.
- ☐ Provision of a product or service that is not of a financial nature, per the attached table.

### Payment for services:

- ☐ **Our 'Independent Method' i.e. one that 'guarantees' no commission bias.** You will pay us a fee of 1% of the mortgage to be arranged (with a minimum of £500) at the outset. For example, on a mortgage of £100,000, you would pay us £1,000. **Any commission we receive from the company would be rebated to you.**
- ☒ **Our 'Normal Method' i.e. that selected most often!** £500, of which £100 is payable at the outset and £400 is payable on confirmation of a mortgage offer. We will also retain any commission paid to us by the company
- ☐ **Our 'Commission only Method' i.e. No fee;** we will be paid by way of commission. We may be able to proceed on this basis if the level of remuneration paid by the mortgage lender is sufficient. In any event, our recommendation to you will not be influenced by the size of any commission. This option also relates to insurances and secured and unsecured loans, **where we will receive a commission.**
- ☐ **Our 'Fee only Method' for secured and unsecured loans i.e. where the lender does not pay a commission.** You will pay us a fee of 1% of the total facility arranged (with a minimum of £100). Half of this fee is payable at the outset and the remainder on production of an offer.
- ☐ **Our 'Foreign Property Method'.** You will pay us a fee of 0.75% (converted into pounds sterling) of the total facility arranged (with a minimum of £800). Half of this fee is payable at the outset and the remainder on production of an offer of the loan.
- ☐ **Our 'Commercial Method'.** You will pay us a fee of 0.75% of the total facility arranged (with a minimum of £1,000). Half of this fee is payable at the outset and the remainder on confirmation of an offer. We will also retain any commission paid to us by the lender.
- ☐ **Ancillary Services.** For services that are not of a financial nature, you will pay us a fee at the time of instruction in accordance with the bespoke quotation. This fee is non-refundable.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_