

TURNBERRY Financial Planning



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Introduction

Turnberry Financial Planning Ltd is one of the foremost financial service providers in the Northamptonshire offering simple mortgage and insurance solutions to a wide range of customers, whatever their circumstances. Turnberry Financial Planning can deliver in all areas because it has access to not just one provider or product but the whole of the market. This means that all customers using us for their financial advice requirements will have access to every single provider and product in the marketplace.

Ivor Fernandez, the Managing Director and founder of the Company has spent time building great personal relationships with lenders and providers in order to ensure that his clients can receive the best, most up to date information and service.

Focus is always placed on the provision of high quality independent financial advice and Turnberry Financial Planning values being able to treat all of its customers fairly and individually.

Turnberry Financial Planning prides itself on being genuinely independent which means all advice given is right for our clients needs and not because it is to our advantage.

Our areas of involvement include the following:

Mortgages

First Time Buyers
Shared Ownership
Purchases
Gifted Deposits
Guarantors
Re-Mortgages
Buy to Let
Wills & Trusts
Solicitor Relationships

Insurance

Buildings & Contents
Professional Landlord
Life
Critical Illness
Private Medical
Mortgage Payment Protection
Accident, Sickness and Unemployment
Public Liability
Key Man
Company Directors
Tradesman

Client Agreement

1. This agreement is issued on behalf of Turnberry Financial Planning Ltd of Hazelwood House, St Giles Street, Northampton, NN1 1JW whom can be contacted at enquiries@turnberryfp.co.uk

Authorisation Statement

Turnberry Financial Planning Ltd is Authorised and Regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. You can check this on the FCA's Register by visiting the FCA's website www.fca.gov.uk/register FCA No. 512569 or by contacting the FCA on 0845 6061234.

2. **Commencement of Client Agreement**

The Financial Services and Markets Act 2000, requires that we explain the main aspects of the way we operate, and how this affects you, the client. This Client Agreement will be effective from the date of receipt but may be amended by us following any initial interview intended to ascertain your current financial situation, objectives, and attitude to financial risk. Any such amended Client Agreement will be sent to you within 10 working days of that interview. However, irrespective of any amendments arising from such interviews, we reserve the right to amend the terms of this letter without your consent, but we will give at least 10 business days notice before conducting relevant business, unless we consider it to be impracticable to do so under the circumstances at that time.

3. **Client Monies**

WE DO NOT HANDLE CLIENT MONIES. All payments for premiums of any kind and valuation fees, etc. must be made payable to the Life Office, Lender, Insurance Company or other relevant Companies.

4. **Mortgage and Insurance Objectives**

Following the issue of this letter, any subsequent advice or recommendation offered to you will be based on your stated objectives, acceptable level of risk and any instructions you wish to make regarding the type of mortgage or insurance policies you are willing to consider. Details of your stated objectives will be included in the Suitability letter we issue to you confirming the reasons for our recommendations. We offer Mortgages from the whole of the market and we offer insurance products from a range of insurers.

5. **Restrictions**

Unless advised to the contrary, we will assume that you wish to place no restriction on the types of mortgages or insurances we may recommend.

A full listing of products is available from your adviser upon request.

6. Your protection

In most cases you can exercise a right to cancel, by withdrawing from the contract recommended to you. In general terms you will have a 30 day cancellation period for a pure protection policy and a 14 day cancellation period for a general insurance policy. Please note that in most instances you will not be able to exercise a right to cancel a mortgage contract, unless the contract is concluded at a distance (i.e. no face to face advice), at which point you will have a 14 day cancellation period. Additionally, any contracts arranged at your explicit consent (normally referred to as “execution only”) do not provide cancellation rights.

The start of the cancellation period will normally begin, for pure protection policies, when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

7. Client Categorisation

The Financial Conduct Authority has a number of different classifications of client, which have differing levels of regulatory protection. We believe in providing our clients with full regulatory protection and we have, therefore, classified you as follows in respect of the following types of business.

Insurance Business: A Consumer (from Consumer and Commercial); and
Mortgage Business: A Customer (from Customer or Large Business Customer).

8. Services which are not regulated by the Financial Conduct Authority

Some of the services provided by us may be not regulated by Financial Conduct Authority since they are not included within the Financial Services and Markets Act 2000. Where we intend to provide advice in relation to unregulated activities, we will confirm to you what these services are and the fact that they are not regulated by the Financial Conduct Authority.

9. Client Relations

When you have instructed us to arrange a specific contract or contracts no further advice will be given unless it is requested by you or we have an agreement confirmed in writing to provide periodic reviews. We will, however, if no agreement is in place be pleased to advise you at any time should you require further assistance.

10. Personal Interests

Occasions can arise where we, or one of our other customers, will have some form of interest in business which we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions.

11. **Calls**

In addition to making calls at your express invitation, we may call on you at intervals to review your requirements. This will not affect any statutory right of cancellation you may have. Calls will not be made on a Sunday or between 9pm and 9am on any other day.

12. **Advice and Instructions**

Any advice given to you by us shall be in writing. We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing. We may, at our discretion, refuse to accept instructions although such discretion shall not be exercised unreasonably. We will record all transactions on our files which, along with copies of relevant documentation, will be retained by us for a period of not less than six years. You have a right to inspect copies of contract notes, vouchers and entries in our books or computerised records relating to your transactions. We reserve the right to withhold copies of these records if information pertaining to other parties would be disclosed.

13. **Law**

This Client Agreement is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Force Majeure

Turnberry Financial Planning Ltd shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

14. **Material Interests**

In accordance with the rules of our regulator, The Financial Conduct Authority, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

Complaints

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

....in writing **Turnberry Financial Planning Ltd, Hazelwood House, St Giles Street, Northampton, NN1 1JW**

....by phone **01604 622377**

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

Paying for our Services

Not all firms charge for advice in the same way. We will discuss your payment options with you and answer any questions you have. We will not charge you for anything until you have agreed how we are to be paid. Remuneration may be in the form of a fee, commission or a combination of fee and commission.

We will never charge you for an initial meeting to discuss your requirements and we will always make sure that you are fully aware of our charges and ask you to sign a document to say so.

Mortgage Advice

Our Mortgage advice and services usually incur a broker fee of £995. Where applicable this fee is payable on completion of your Mortgage. This fee is usually payable through your solicitors and you will be required to sign a fee agreement to show that you are aware of our charges. On completion of your Mortgage, the Solicitor instructed to deal with your case will usually ensure that our broker fee is paid to us.

We may also be paid commission from the Lender and details of this are set out in the Key Features Illustration which provides full details of the product selected.

We offer mortgages from the whole market.

Insurance Advice

Turnberry Financial Planning Ltd does not charge a fee for Insurance advice and services. We are happy to arrange and review your required insurance as necessary. For arranging insurance products for you, we could receive commission from the product provider, where this is the case, the product provider will disclose this to you.

We offer products from a range of Insurers for Term Assurance, Mortgage Payment Protection Insurance, Critical Illness Insurance, Income Protection Insurance, Buildings Insurance, Contents Insurance, Accident, Sickness and Unemployment Insurance.

Additional Work

Essentially fees are about charging for advice – not for the sale. Nevertheless, when you instruct us to implement a transaction you could be charged for the work related to this. You could also be charged for all costs related to providing an on-going service.

For any additional work required, our charging rates are below.

Before any charges are incurred, we will agree a rate with you. We will tell you if you have to pay VAT.

Financial Adviser - £150 per hour

Administrator - £50 per hour

Time will be calculated in 10 minute intervals

Data Protection

The information you have provided is subject to the Data Protection Act 1998 (the “Act”). By signing this document you consent to us or any company associated with us processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

“Processing” includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the Financial Conduct Authority or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take responsible steps to ensure the privacy of your information.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life; or your membership of a Trade Union.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 01604 622377 or in writing at Hazelwood House, St Giles Street, Northampton, NN1 1JW

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

Declaration/Client Consent

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

In order for our company to process your application we may be required to include sensitive data regarding your health, racial or ethnic origin etc. If you do not consent to our company or any company associated with us processing any sensitive data please tick this box.

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS

I understand that the firm is to be remunerated by;

<input type="checkbox"/>	Payment of a fee.
<input type="checkbox"/>	Payment by commission (or product charges).
<input checked="" type="checkbox"/>	Payment by a combination of commission and fee.

Customer Name(s)		
Customer Signature(s)		
Date of Issue		
Issued by	Ivor Fernandes Turnberry Financial Planning Ltd	

REGULATED MORTGAGE FEE AGREEMENT

This agreement is made between: Turnberry Financial Planning Ltd "The Firm"

and

"The Client"

This agreement is supplementary to our Terms of Business and Initial Disclosure Document and sets out the basis on which we charge for our services.

IT IS AGREED THAT:

1. The Client engages the Firm to act in respect of facilitating a regulated mortgage for them in relation to residential freehold or leasehold property.
2. The Firm will act in accordance with their Terms of Business Letter and Initial Disclosure Document in arranging the mortgage for the client.
3. A fee of £995 "The Arrangement fee" shall become payable on completion of the Mortgage by electronic transfer (BACS for which there is no charge) into the following bank account:

HSBC : Turnberry Financial Planning Ltd, Sort Code: 40-35-04, Account 32528835

4. The fee outlined above is charged only for the work that is undertaken by The Firm in processing the application to a full mortgage offer for The Client. This will include sourcing the marketplace, dealing with lenders and solicitors and supervising the mortgage process until the completion stage. There may be other fees that will be charged to The Client, for example a booking fee payable to the mortgage lender, all these fees will be disclosed to the Client. Should the mortgage application not proceed for any reason once the offer has been issued, our fee remains payable.
5. Should further work be required outside this Fee Agreement, a fresh agreement will be issued, so no misunderstanding can arise between The Firm and The Client.
6. The Client shall not be entitled to assign or transfer the benefit of this Agreement.
7. The validity, construction and performance of this Agreement shall be governed by English Law.

Understood and Agreed to by: _____

Dated this _____ day of _____ 20__

THIS AGREEMENT DOES NOT AFFECT ANY STATUTORY OR OTHER RIGHT TO CANCEL ANY LIFE ASSURANCE, PROTECTION INSURANCE OR PENSION POLICY THAT MAY HAVE BEEN ARRANGED IN CONNECTION WITH THE LOAN.