

## **CLIENT AGREEMENT**

BOND FINANCE LTD, 50 Gresham Street, London EC2V 7AY

T: +44 (0) 370 240 3007. Bond Finance Limited is authorised and regulated by the Financial Conduct Authority. FCA Number 310399. You can check this on the FCA's Register by visiting [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.

The FCA is responsible for regulating residential mortgages that meet the following conditions:

- ✓ the borrower is an individual or trustee;
- ✓ the lender takes a first legal charge over property in the UK;
- ✓ if a Buy-to-Let property is a Consumer Buy-to-let property. Business Buy-to-Let property falls outside the scope of regulation.

The FCA also regulates arranging second charge loans. The FCA does not regulate commercial mortgages and loans.

### **Introduction**

This document has been designed by us to help you consider the services we offer you. It explains the type of advice we may give you and how you will pay for it. Please take the time to read this carefully and ask us if there is anything you do not understand, before signing our consent section at the end.

### **Our Commitment to You**

Prior to providing you with any advice we will take time to understand your current needs, circumstances and attitude to risk. Any advice provided will be confirmed to you in writing. We will:

- ✓ Act fairly and reasonably in all our dealings with you
- ✓ We will advise and make a recommendation for you after we have assessed your needs
- ✓ Give you information on our services and products in plain language and offer help if there is any aspect you do not understand.
- ✓ Help you to choose the right mortgage for your circumstances
- ✓ Help you understand the financial implications of a mortgage
- ✓ Help you understand how your mortgage account works
- ✓ Correct errors and handle complaints speedily
- ✓ Consider cases of financial difficulty and mortgage arrears sympathetically and positively
- ✓ Ensure that all services and products comply with relevant laws and regulations

### **Our Advice Service to You**

We are independent mortgage brokers which offer a comprehensive range of mortgages from across the market, but not deals that you can only obtain by going direct to a Lender.

For second charge or consumer buy to let mortgages, we offer a comprehensive range of mortgages from across the market, but not deals that you can only obtain by going direct to a lender.

We will advise and make a recommendation for you after we have assessed your needs. Where you are seeking a mortgage that will be protected or funded by an investment product, although we can

advise on the mortgage product you will need to seek further advice from a suitably qualified person such as an IFA. We do not offer investment advice.

This agreement relates to mortgage advice only.

### **Our charges**

A fee of £395 for re-mortgages or £495 for purchases is payable on application. We will also be paid commission by the lender.

If we produce a mortgage offer for you and your mortgage does not complete, no refund of the application fee will be due.

### **Client Money**

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

### **Consumer Credit**

We make no charge and receive no commission for any advice in relation to consumer credit activities.

### **Complaints**

If you wish to register a complaint, please contact us in writing at the address at the front of this agreement addressed to or telephone us on 0370 240 3007. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

**Address:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

**Contact:** 0800 0234567, 0300 1239123.

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You do not have right of access to the FOS in respect of business buy-to-let mortgages, or commercial mortgages and loans.**

### **Compensation Arrangements**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Mortgage advising and arranging is covered for 100% of £85,000.

**You do not have right of access to the FSCS in respect of business buy-to-let mortgages, or commercial mortgages and loans.**

Further information about the compensation scheme arrangements is available from the FSCS.

## Privacy Notice

### Data Protection

As part of our arrangement with you, Bond Finance Limited, 50 Gresham Street, London EC2V 7AY (“we”, or “us”, or “our”) has certain obligations under privacy laws, including the Data Protection Act (the “Act”) to notify individuals how it will process any personal information it collects about them. This Notice will inform you of what personal information we collect, how that information is used, where it is transferred, and how you may view and amend such information. You may be assured that we will treat all personal information 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 information.

We collect and process various personal data about you for the purposes of providing advice, administration and management services which are explained in more detail below. “Processing” is defined in the Act but could include obtaining, recording or holding information or data. “Personal data” is information which can identify you as a living individual, including where used in conjunction with other information. Common examples of personal data which may be collected and used by us in our day to day business activities include: name; date of birth; gender; ethnicity; marital status; address; telephone number and other contact details (including email addresses); job title; and bank account and other financial details.

Depending upon the types of products and services you require, the information collected and processed may also contain “sensitive personal data” for the purposes of the Act, which includes information held by us as to: your physical or mental health or condition; the commission or alleged commission 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; sexual life; in limited circumstances, your membership of a Trade Union; your political opinions, religious or similar beliefs.

Any information which we receive fairly and lawfully relating to one of the above categories constitutes sensitive personal data.

Please note that as with personal data, you have freedom of choice when it comes to your decisions to whether you provide us sensitive personal data. In addition to your right to request that we stop processing your personal data and sensitive personal data at any time, you have an opportunity at the end of this Notice to choose not to provide sensitive personal data to us at all. **You should however note that if you exercise this right or subsequently request that we stop processing all or part of your personal data and/or sensitive personal data, this could impact upon our ability to provide you with certain types of product and services and may ultimately result in us being unable to provide them to you at all.**

We collect personal data from you to the extent necessary to provide advice, administrative and management services and (subject to the provisions below), related marketing activities. We may process your personal data and sensitive personal data for the following reasons:

- The administration, management and provision of advice in relation to financial services products;
- Our legitimate business processes and activities including internal audit, accounting, business planning and proposed and actual transactions (including joint ventures and disposals of business); and
- Compliance with legal (including dealing with claims), regulatory and other good governance obligations;

This list is not exhaustive and may be updated from time to time as business needs and legal requirements dictate. Some of the personal data that we maintain will be kept in paper files, while other personal data will be included in computerized files and electronic databases.

Your personal data will be made available for the purposes mentioned above and only to responsible management, human resources, accounting, audit, compliance, information technology and other corporate staff. It may also be made available to third parties providing relevant services to us, such as Paradigm Partners LLP, who provide us with certain support services, including regulatory support. Certain personal data will also be reported to government authorities where required by law and for tax or other purposes. Personal data may also be released to external parties as required by legislation, or by legal process, as well as to companies you authorise us to release your personal data to. We will not sell your personal data to any third party.

We will only keep your personal information as long as necessary. How long that is depends on the type of data and the nature of the work we have carried out.

**Our full Privacy Notice can be found on our website: [www.bondfinanceltd.co.uk/about-us/privacystatement/](http://www.bondfinanceltd.co.uk/about-us/privacystatement/)**

### **How to contact the appropriate authority**

Should you wish to report a complaint or if you feel that Our Company has not addressed your concern in a satisfactory manner, you may contact the Information Commissioner's Office.

[www.ico.gov.uk](http://www.ico.gov.uk)

### **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.

Client Names (s)

Client 1 Signature

Client 2 Signature

Date