



## Terms & Conditions - Mortgages, Lifetime Mortgages and Protection

This agreement sets out the terms under which we'll provide our services to you, so it's important that you read it fully. If there's something you don't understand please ask us to explain it.

If you have a question or concern about any aspect of our services please contact us at:

**T:** +44 (0)1253 830050

**E:** Info@Questachartered.co.uk

**W:** www.questachartered.co.uk

**In Writing:** Questa Chartered, Questa House Croft Court, Plumpton Close, Blackpool FY4 5PR

Questa Chartered provides financial planning advice and expertise to manage lifestyle choices. Questa Chartered is classed as an 'independent' financial planner which means we can provide advice on all available financial products in the marketplace without any restrictions.

### WORKING WITH QUESTA CHARTERED

Questa Chartered offer an independent advice service. Any advice or recommendations that we offer will only be given after we have assessed your financial aims and objectives.

To provide our services properly, we'll need to collect information on your personal and financial circumstances. We take your privacy seriously and will only use personal information to deliver our services. For further details on how we process personal data please refer to the Appendix within this document.

We will confirm to you in writing the basis of our recommendations (our suitability report). We will provide a mortgage illustration and where applicable a European Standardised Information Sheet (ESIS) key facts illustration (KFI) which give a description of the cost and features of the Buy-to-let mortgages, residential mortgage / product that we are recommending. You may ask us to provide you with additional KFIs or ESISs for any mortgage / product for which you are eligible.

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and early repayment charges and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

Our advice will be based on the information that you give so it is important that you provide us with accurate and up-to-date information when we request details about your circumstances and objectives. This will allow us to provide you with the appropriate advice. If you limit the information provided it could affect the suitability of the advice we give.

Our normal ways of communicating with you are by telephone, video conference, post, e-mail, SMS text message or in person. We will issue any documentation/recommendations and any other communication to you in English. We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

Where you have consented for us to do so, we may contact you in the future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular mortgage product or service which we feel may be of interest to you.

Neither Questa Chartered nor its employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you the client to refer to a solicitor or accountant on any point of law or accountancy that may arise during discussions with us. The costs of any third party professional consultancy and advice will be met by the client.

### QUESTA SERVICES Mortgages

Whether you're buying your first home, moving home or looking to re-mortgage, our mortgage services are designed to provide you with the best mortgage solution for your needs.

We offer an independent mortgage service. This means we will not place any restrictions on the mortgages we have access to but we will not consider deals that can only be obtained by going direct to the lender. We will provide you with advice after assessment of your personal circumstances and requirements. This will include a detailed assessment of affordability.

We advise on mortgages for business and non-business purposes and first charge loans. Our advice will be based on the most suitable mortgage product included within the range available to intermediary firms. If there is a particular mortgage product that you are

aware of which is available directly from a lender that you wish us to review and comment on, we are happy to do so. We may charge you a fee for providing advice in relation to this but would agree this with you at the time.

You should note that where we provide services in relation to increased borrowing on an existing mortgaged property there may be alternative options available to you that may be more appropriate. For example: (1) you may be able to obtain a further advance from your existing lender or obtain an unsecured loan for the additional funds. (2) Where your existing mortgage is a first charge against the property, a second charge mortgage may be available, (3) Where your existing mortgage is a second charge a first charge loan may be available. (4) Unsecured lending and (5) If you are looking to take out a retirement interest only mortgage, a lifetime mortgage may be available and more appropriate for you.

### Buy-to-let Mortgages

We are able to advise on both consumer\* and business buy-to-let mortgages.

\*A situation where you are a landlord as a result of a circumstances rather than as a result of an active business intention is likely to be considered a consumer buy-to-let mortgage. For example, if you have previously lived in a property but are looking to rent it out because you have been unable to sell it.

We advise on mortgage products from the whole of the market. This means that we source the recommended mortgage from the range of mortgages available to intermediary firms. Certain lenders may offer products directly to the public, rather than via an intermediary firm, with more favourable terms. Accordingly our recommendation to you will be based on the most suitable mortgage product incorporated within the range available to intermediary firms.

### Equity Release: Lifetime Mortgages

Equity release is a way of releasing the wealth tied up in your property. With an equity release product, you have to be over a certain age (typically over 55) and own your own home.

There are two main types of equity release products available on the market. These are lifetime mortgages and home reversion plans. We don't advise on home reversion plans.



We advise on a comprehensive range of lifetime mortgage products from across the market, but not deals that you can only obtain by going direct to a lender. Our advice will be based on the most suitable product included within the range available to intermediary firms.

**Insurances**

Where we provide protection planning services, we are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market. We provide advice on the best way to protect your mortgage, your family and financial future.

We offer non-investment protection products e.g. term assurance, mortgage payment protection, income protection and critical illness insurance from a range of insurers. We will provide you with advice after assessment of your personal circumstances and needs.

We offer buildings and contents insurance, accident, sickness & unemployment insurance from a range of insurers. We will provide you with advice after we have assessed your demands and needs for a particular type of insurance.

**DOCUMENTATION**

All policy documents (where applicable) will be forwarded to you as soon as possible after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series of transactions is complete and then forward them to you.

**PRODUCT CANCELLATION RIGHTS**

Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.

Please note that there is no right to cancel a mortgage / buy-to-let mortgage contract or an equity release product once the transaction has been concluded.

**FINANCIAL CONDUCT AUTHORITY**

Questa Chartered is a trading style of Questa Financial Services Limited which is authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. [www.fca.org.uk](http://www.fca.org.uk). Our firm reference number is No. 459631. Registered in England No. 02910617.

The FCA regulates financial services in the UK and you can check our details on the Financial Services Register by visiting the FCA's website [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.

Our permitted business is advising on and arranging pensions, savings and investment products, mortgages/consumer and business

buy-to-let mortgages, equity release and non-investment insurance contracts.

Please note that buy-to-let mortgages are not regulated by the FCA.

**COMPLAINTS**

Questa Chartered treats complaints very seriously and has a complaints procedure in place. In the event that you wish to register a complaint you can contact us in one of the following ways:

**In writing:** The Compliance Officer, Questa Chartered, Questa House, Croft Court, Plumpton Close, Blackpool, FY4 5PR

**T:** +44 (0)1253 830050

**E:** [stuart.dewin@questachartered.co.uk](mailto:stuart.dewin@questachartered.co.uk)

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if we cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS) at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Where you take out a mortgage, protection policy, or consumer buy-to-let, you may be entitled to refer it to the FOS. However, where you take out a business buy-to-let mortgage, if you cannot settle your complaint with us, you will **not** be entitled to refer it to the FOS.

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business. 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.

As a guide, compensation for most types of mortgage / equity release advising and arranging is covered for 100% of a claim up to a maximum limit of £85,000 per person per firm, whereas Insurance business is covered for 90% of the claim, without any upper limit. Further information about this compensation scheme arrangement is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

**CONFLICTS OF INTEREST**

We endeavour to act in the best interests of our clients. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, 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. We have a conflicts of interest policy which is available on request.

**TERMINATION**

We may terminate this agreement by giving you at least 20 business days written notice.

You or we may terminate our authority to act on your behalf at any time after completion of transactions. Termination must be given in writing and will take effect from the date of receipt.

Termination is without prejudice to any transactions already initiated which will be completed according to these terms of business unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees outstanding, if applicable.

**FINANCIAL CRIME**

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

We will verify your identity before undertaking any business with you. To do this we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

**INITIAL FEES**

INITIAL FEES	
<b>Mortgages and Lifetime Mortgages</b>	Collate relevant information, conduct research and assess suitability: £350
	Fee due at 'Agreement in Principle' stage
	Compile and submit application and manage process: A further fee of £350
	Fees vary according to individual circumstances and we will agree our fees with you before we undertake any chargeable work
	Fee due on completion of submitted application
	Professional Report (if required): £300
	A professional report may be required by your solicitor to confirm your borrowing capacity. Fee due at initial request stage

The above fees will be paid directly by you at the above time, (usually by cheque payment) unless it is your wish to add our fee to your mortgage loan. You must be aware that adding our fees to the mortgage loan will increase the total amount you pay over the term of that loan, as the lender will apply their interest charges to this amount.

There may be additional costs and charges related to the mortgage product we recommend. You'll receive a European



Standardised Information Sheet / key facts illustration when considering a particular mortgage which will tell you about any fees relating to it.

In some circumstances we may also receive a commission or procuration fee from the lender for placing that business which will be disclosed on the mortgage illustration or the European Standardised Information Sheet (ESIS) you will receive in relation to your chosen mortgage. The amount of commission will vary depending on individual circumstances, the lender and product (to cover the initial work involved in collating information, assessing suitability and managing application to offer stage as detailed above). If the commission we receive from the lender covers the cost of our fee, no additional fee will be charged to you. However, if the commission is less than the agreed fee, we will charge you a fee to make up the difference. The exact amount of the commission will be explained to you before you apply for a loan.

For example, a £150,000 mortgage may generate commission of £450. In these cases, the commission is used to off-set the client's fees i.e. if the fee is £700 and the commission received is £450 this would be offset and the client would therefore pay £250.

Please note our fee will be charged should the lender reject your mortgage application due to you not disclosing any material information about your personal situation. It should also be noted we do not provide a refund should you decide not to proceed with the mortgage loan after we have made a recommendation to you. For mortgages 'under offer' that do not proceed to completion you will be charged a fixed £700 cancellation fee (to cover the initial work involved in collating information, assessing suitability and managing application to offer stage as detailed above).

INITIAL FEES	
<b>Insurance</b>	Collate all relevant information Recommend suitable provider and product Completion of paperwork and application process Client communication re medical requirements and 'on risk' date Policy documentation Place in Trust (if required) Fixed Fee for above: £700

When arranging insurance policies, Questa Chartered will sacrifice any commission payments to reduce the premium and the above fixed fee would be payable. Fee is due on acceptance of terms.

Alternatively you can choose to pay us by commission from the policy provider. If you choose to pay by commission it will be used to off-set any fees due. If you subsequently cease to pay premiums or cancel the policy(ies), we may be obliged to refund all, or part, of the commission that has been paid to us. In this event we reserve the right to charge you a fee equal to the amount of commission that has been recouped and to recompense us for the time spent in advising you and arranging the policy. Where relevant we will provide details of the maximum amount that we could reclaim from you and the timescale in which we could do so, within our suitability report.

**PAYMENT TERMS**

All fees and charges will be fully disclosed before we undertake any work on your behalf. There is no additional cost to you for using a long distance form of communication.

**VALUE ADDED TAX (VAT)**

Our charges/fees will be subject to VAT unless the work we provide for you only involves intermediating with the provider of a financial product, in which case this service will be VAT exempt. We will always tell you if you have to pay VAT before we undertake any work for you.

**BENEFITS WE MAY RECEIVE**

Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (e.g. product providers) as this would conflict with our independent status.

From time to time we may attend training events funded and /or delivered by product providers. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests.

**LAW**

This 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**

Questa Chartered 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.

This agreement will come into effect once it has been signed by all parties and will remain in force until terminated.

**MARKETING**

From time to time we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this we require your consent by agreeing to one or all of the options:

**I / WE CONSENT TO BE CONTACTED FOR MARKETING PURPOSES BY:**

- Email
- Telephone
- Text Message
- Post

**WHAT YOU ARE AGREEING TO:**

Completion Fee £: \_\_\_\_\_

THIS IS OUR STANDARD TERMS & CONDITIONS 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.

I/WE HEREBY AGREE TO THE TERMS & CONDITIONS:

**Signed:** (for and on behalf of Questa Chartered)

\_\_\_\_\_

**Print Name:**  
(Client One)

\_\_\_\_\_

**Signed:**

\_\_\_\_\_

**Print Name:**  
(Client Two)

\_\_\_\_\_

**Signed:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

PLEASE NOTE THAT YOU MAY WITHDRAW THIS CONSENT AT ANY TIME BY NOTIFYING US AT OUR MAIN BUSINESS ADDRESS.



## Appendix – Protecting your personal information

### HOW WE USE YOUR DATA

To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.

Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our obligations to preventing money laundering or terrorist financing. Generally, this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you and to prevent money laundering or terrorist financing.

We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service we'll need to pass certain personal details to the product or service provider.

We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. These companies and agencies could be: (1) product providers; (2) the FCA, FOS or any other statutory, governmental or regulatory body – if they request to see our files or you make a complaint; (3) solicitors and debt collection agencies – if we are involved in a dispute with you; (4) third-party suppliers who provide services to us for quality control purposes and administration. (E.g. business processing services, client database systems, report writing services, or compliance and regulatory advice services.); (5) Marketing companies who help us provide ongoing updates (for example newsletters and market updates) as part of our service to you.

Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).

The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.

As part of this agreement we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above.

**Special categories of personal data:** there are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health (or that of your family). Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.

### Vulnerable Consumers

Vulnerability occurs in a variety of ways which may be permanent, temporary, or even sporadic, dependent on its nature. In many circumstances the individual may not recognise themselves as 'vulnerable'. We will ensure our staff are aware of our policies and are adequately trained, and we will provide appropriate support to those individuals who are identified as vulnerable. We may also signpost the individual to other agencies who can help. If you feel you need such assistance, please notify us immediately.

The Privacy Notice section below, provides further information about the nature of our personal data processing activities and explains how we use any personal information we collect about you.

If you are concerned about any aspect of our privacy arrangements please speak to us.

### PRIVACY NOTICE

#### What information do we collect about you?

We collect information about you when you engage us for financial planning and/or mortgage advice. This information will relate to your personal and financial circumstances. It may also include special categories of personal data such as data about your health, if this is necessary for the provision of our services.

We may also collect information when you voluntarily complete client surveys or provide feedback to us.

Information relating to usage of our website is collected using cookies. These are text files placed on your computer to collect standard internet log information and visitor behaviour information. We'll use your information collected from the website to personalise your repeat visits to the site.

#### Information about connected individuals

We may need to gather personal information about your close family members and dependants in order to provide our service

to you effectively. In such cases it will be your responsibility to ensure that you have the consent of the people concerned to pass their information on to us. We'll provide a copy of the privacy notice for them or, where appropriate, ask you to pass the privacy information to them.

#### Why do we need to collect and use your personal data?

The primary legal basis that we intend to use for the processing of your data is for the performance of our contract with you. The information that we collect about you is essential for us to be able to carry out the services that you require from us effectively. Without collecting your personal data we'd also be unable to fulfil our legal and regulatory obligations.

Where special category data is required, we'll obtain your explicit consent in order to collect and process this information.

#### How will we use the information about you?

We collect information about you in order to provide you with the services for which you engage us. Primarily, we use your data and data about your family's circumstances to provide advice to you, and then complete transactions on your behalf. We analyse and assess your data to maintain and develop our relationships with you. The collection of data is necessary for us to perform our contractual responsibilities to you; i.e. the provision of the advice and administration services you have requested. If you limit the information you provide to us, or decline to answer certain questions, then we may not be able to advise you, or our advice may be limited by the lack of information. We would ask for your permission to pass your data to other professional advisers to provide advice most suited to your circumstances. E.g. local accountants, solicitors, tax advisers. With your permission we may sometimes pass your information to specialist advisers in the financial and insurance industry where we do not feel we have appropriate expertise.

#### Who might we share your information with?

We will not contact you (or pass your details to other companies associated with us) with details of any other similar products, promotions or for related marketing purposes.

In order to deliver our services to you effectively we may send your details to third parties such as those that we engage for professional compliance, accountancy or legal services as well as product and platform providers that we use to arrange financial products for you.

Where third parties are involved in processing your data, we'll have a contract in place with them to ensure that the nature and purpose of the processing is clear, that they are subject to a duty





of confidence in processing your data and that they'll only act in accordance with our written instructions.

Where it's necessary for your personal data to be forwarded to a third party we'll use appropriate security measures to protect your personal data in transit. For example via password protection and/or encryption of data.

To fulfil our obligations in respect of prevention of money-laundering and other financial crime we may send your details to third party agencies for identity verification purposes.

#### How long do we keep hold of your information?

During the course of our relationship with you we'll retain personal data which is necessary to provide services to you. We'll take all reasonable steps to keep your personal data up to date throughout our relationship.

We are also subject to regulatory requirements to retain your data for specified minimum periods. These are, generally:

- Five years for investment business
- Three years for mortgage business
- Indefinitely for pension transfers and opt-out Business
- Three years for insurance business

These are minimum periods, during which we have a legal obligation to retain your records.

We reserve the right to retain data for longer where we believe it's in our legitimate interests to do so.

You have the right to request deletion of your personal data. We'll comply with this request, subject to the restrictions of our regulatory obligations and legitimate interests as noted above.

#### How can I access the information you hold about me?

You have the right to request a copy of the information that we hold about you. This will normally be free of charge. You would only be charged a fee to provide further copies of the same information already provided, or if your request is unfounded, excessive or repetitive. (The fee will be based on the administrative cost of providing the information).

If you'd like a copy of some or all of your personal information please email or write to us.

When your personal data is processed by automated means you have the right to ask us to move your personal data to another organisation for their use.

#### Obligations

We have an obligation to ensure that your personal information is accurate and up to date.

Please ask us to correct or remove any information that you think is incorrect.

We will take reasonable steps to safeguard your personal data against it being accessed

unlawfully or maliciously by a third party. We also expect you to take reasonable steps to safeguard your own privacy when transferring information to us, such as not sending confidential information over unprotected email, ensuring email attachments are password protected or encrypted and only using secure methods of postage when original documentation is being sent to us.

#### Marketing

We'd like to send you information about our products and services which may be of interest to you. If you've agreed to receive marketing information, you may opt out at a later date.

You have a right at any time to stop us from contacting you for marketing purposes. If you no longer wish to be contacted for marketing purposes, please contact us by email or post.

#### Cookies

Cookies are small text files that are placed on your computer or mobile device by websites that you visit. These files store information that can be used by the website, for example user preferences. They are used in order to make websites work, or work more efficiently, and can be used to provide information to the site owners. We use cookies to track visitor use of the website and to compile statistical reports on website activity.

For more information about cookies, including how to view, manage and delete them please visit <http://www.allaboutcookies.org/>

You can set your browser not to accept cookies and the above website tells you how to remove cookies from your browser. However, in a few cases some of our website features may not function as a result.

#### Other Websites

Our website contains links to other websites. This privacy policy only applies to our website so when you link to other websites you should read their own privacy policies.

#### What can you do if you are unhappy with how your personal data is processed?

You have a right to lodge a complaint with the supervisory authority for data protection. In the UK this is:

Information Commissioner's Office  
Wycliffe House, Water Lane, Wilmslow  
Cheshire, SK9 5AF

#### CHANGES TO OUR PRIVACY POLICY

We keep our privacy policy under regular review and we'll place any updates on the website. This privacy policy was last updated on 01/08/2022.

#### HOW TO CONTACT US

Please contact us if you have any questions about our privacy policy or information we hold about you in one of the following ways:

**In writing:** Questa Chartered, Questa House, Croft Court, Plumpton Close, Blackpool, FY4 5PR.

**By email:** [info@questachartered.co.uk](mailto:info@questachartered.co.uk)

## CONSENT

### SENSITIVE PERSONAL DATA

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described above we require your consent by indicating your agreement to the following statement:

I/WE CONSENT TO THE PROCESSING OF SENSITIVE PERSONAL DATA AS FAR AS IT IS NECESSARY FOR THE SERVICES I/ WE REQUIRE FROM QUESTA CHARTERED.

**Print Name:** (Client One)

---

**Signed:**

---

**Print Name:** (Client Two)

---

**Signed:**

---

**Date:**

---

PLEASE NOTE THAT YOU MAY WITHDRAW THIS CONSENT AT ANY TIME BY NOTIFYING US AT OUR MAIN BUSINESS ADDRESS.