



Walden Capital

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Walden Capital

Lifetime Mortgage

Client agreement

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OUR EQUITY RELEASE MORTGAGE COSTS FOR BUSINESS REGULATED BY THE FINANCIAL CONDUCT AUTHORITY

This client level agreement relates to the provision of advice and facilitation of equity release mortgage products and is issued on behalf of Walden Capital, The Old Gun Rooms, 17 High Street, Saffron Walden, Essex, CB10 1AT. We can be contacted on 01799 521017 or can be emailed at info@waldencapital.co.uk

This document sets out in clear terms the costs you pay for our services, and what you can expect to receive for your payment.

It is intended to form a contract between us.

Please read it and sign where indicated if you choose to accept the terms.

Authorisation Statement

Walden Capital is Authorised and Regulated by the Financial Conduct Authority (FCA). The FCA regulates the retail financial services industry in the UK and their address is 12 Endeavour Square, London, E20 1JN.

You can check this on the FCA's Register by visiting their website: www.fca.org.uk/firms/financial-services-register or by contacting the FCA by telephone.

Our FCA reference number is **491834** and our registered company number is **6458084**.

Whose products do we offer?

We offer an independent Equity Release Mortgage service. This means we will not place any restrictions on the products we have access to but we will not necessarily consider deals that can only be obtained by going direct to a lender.

Which service will we provide you with?

We will provide you with advice after an assessment of your personal circumstances and requirements. You may request an illustration from your adviser whenever we provide you with information specific to the amount you wish to borrow.

What will you have to pay us for our services?

To undertake the necessary independent research to source the most appropriate Equity Release Mortgage from lenders across the whole market and to complete the initial enquiries to submit an application we make a non-refundable administration charge of **£595**. This is charged at the beginning of the process.

We will also receive a commission from the mortgage provider for arranging your Equity Release Mortgage which we will retain. You will be advised of this in the lender's disclosure document.

For products that do not produce a commission of at least £1,000, we may look to increase our administration charge to cover all administration work involved in the case. We will discuss this cost increment with you prior to application.

Should you wish you can request to view the commission rates from each of the lenders we have

considered at the time that we make our recommendation to you.

Please note our charge will still be made 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.

Communications

We will communicate with you in English in verbal and written form for the sending of information and advice and receipt of instructions. In the event that we believe that you are asking us to act against your own interest as defined by us we will ask you to provide instructions in writing, and we may refuse to perform actions that we believe will leave us exposed to excessive regulatory risk or which ethically we believe are problematic. 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, or three years from the end of your Equity Release Mortgage if longer.

We will generally accept written instructions by email, unless specified otherwise by you, and aim to provide a secure end to end encrypted communication capability through our mail platform. The ability to provide this is dependent upon the technical specification of your email provider, and the overwhelming majority of email providers do support encrypted communications. If you would prefer, we can use another secure method of communication. Please discuss this with us should you wish to use this.

Our Ethical Policy

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so we will:

- be open, honest and transparent in the way we deal with you
- not place our interests above yours
- communicate clearly, promptly and without jargon

We welcome your feedback on our advice and services. Should you wish to comment on the service you have received then please send an email to info@waldencapital.co.uk

Other Regulatory Matters

Other Benefits We May Receive

We use online systems, training, and technical materials from a number of companies. From time to time we may accept invitations to seminars, training, and other events which may include an element of networking or other social interaction. There is no contractual expectation of business as a result of these interactions. If you would like a copy of the Walden Capital anti bribery procedures, please let us know.

Material Interest

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 clients 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.

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.

Right to Complain

You have the right to complain about the service you have received from us. We have a separate document called '**How to Complain to Walden Capital**' which goes into more detail about this, but in the first instance you should contact us to let us know you are not happy:

You can write to:

**The Compliance Officer
Walden Capital
The Old Gun Rooms
17 High Street
Saffron Walden
Essex
CB10 1AT**

You can also contact us in the following ways:

Telephone **01799 521017** – please ask to speak to the Compliance Officer.

Email **complaints@waldencapital.co.uk** – please use the word 'complaint' in the subject.

Should we not deal with your complaint to your satisfaction you have the right to refer your complaint to the Financial Ombudsman Service at **www.financial-ombudsman.org.uk** or by contacting them on 0800 0234567 and we will provide more detail about this option when responding to your complaint.

Compensation Scheme

If you make a valid complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). For investment business you will be covered up to a maximum of £85,000 of any loss that you suffer as a result of our failure.

Further information about this scheme and any limits that apply are available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products> or by writing to them at the following address:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Client Verification

We are required to verify the identity of our clients for the purposes of preventing financial crime both at the outset of our relationship, and periodically thereafter. We do this via an electronic money laundering check which will leave a 'soft footprint' on your credit file. There is no impact on your credit file and this cannot be seen by a company conducting a credit check. If we cannot verify you electronically, or if you advise us you do not want us to conduct an electronic money laundering check we will attempt to verify your identity using paper documentation.

Force Majeure

Walden Capital 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.

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.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party. We will stop working on your account immediately if we receive written notice from you to do so. Any transactions effected before termination shall be settled to that date. We will not initiate a cessation of service where doing so leaves you exposed to financial harm in our opinion.

Summary

This is our services and costs 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.

Declaration

We agree to the above terms and wish you to act on our behalf with regard to the provision of these services.

We are aware of the costs of the services and agree to the amount and timing of these.

Our preferred method of paying these costs is (please tick as appropriate):

By direct payment

By inclusion on the mortgage loan (in cases of financial hardship)*

**You should be aware that adding our charges 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.*

Alterations or clarifications to the costs to be incurred or services to be provided:

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Accepted on behalf of Walden Capital

Name _____ Signature _____ Date _____