Walden Capital

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Walden Capital

Mortgage

Client agreement

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Our Client Agreement

This client level agreement relates to the provision of advice and facilitation of mortgages and insurance 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?

Mortgages

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 necessarily consider deals that can only be obtained by going direct to a lender.

Where you are increasing your borrowing, we will consider the merits of both a new first charge mortgage and securing this by an additional mortgage on a second charge basis. You may have the option of a further advance from your existing lender. However, we will only consider this where we are able to deal directly with the lender on your behalf.

It may be in your best interests to explore this option and look at the further alternative of an unsecured loan as this may be more appropriate for you.

Insurances / non-investment protection contracts

We offer advice on and facilitation of non-investment personal protection products which provide cover for death, serious illness and accident. Specific levels of cover will be discussed with you during the advice process. We will provide you with advice after an assessment of your personal needs and circumstances and a recommendation sourced from a range of insurers and arrange the contract on your behalf.

Which service will we provide you with?

Mortgages

We will provide you with advice after an assessment of your personal circumstances and requirements. This will include a detailed assessment of affordability.

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Insurances / non-investment protection contracts

We will provide you with advice and arrange the contract on your behalf after an assessment of your personal circumstances and needs.

What will you have to pay us for our services?

Mortgages

To undertake the necessary independent research to source the most appropriate mortgage from lenders across the whole market and to complete the initial enquiries to submit an application, we charge a non-refundable administration charge of **£595.** This is charged at the beginning of the process and will be waived for an active Walden Capital wealth management (investment) client at our discretion.

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

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 prior to application.

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.

Insurances / non-investment protection contracts

We do not generally make a charge for these services as we will usually receive a commission from the policy provider after the policy has been placed on risk. We will specify this prior to you applying for any personal protection insurance product.

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

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- 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.

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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 Cancel

We will inform you if you have a statutory right to cancel. You generally have 30 days to cancel life insurance. This cancellation means that any premium you have paid will be refunded without deduction of product charges relating to that product.

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.

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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.

We will not facilitate any transactions until we have complied with the requirement to positively verify your identity and we do not accept any liability for loss as a result of delays or our refusal to act as a result of this requirement.

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 no later than 30 days after you have given written notice. Any transactions effected before termination shall be settled to that date. Ongoing charges will cease to be applied 14 days after written notice has been received.

Changes to This Agreement

From time to time, we may make changes to this agreement to reflect regulatory or contractual changes in our relationship with you. The latest copy of this agreement will always be available on our website at https://www.waldencapital.co.uk/resources/company-documentation and we will send a link to you as required together with a notification of any changes. You will not be required to sign new agreements, and we will consider us to be subject to the new terms unless we hear from you to the contrary.

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.

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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.

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_____

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