



**Derry Mortgage
Solutions**

Terms of Business

38 Foyle Street

Derry

BT48 6AP

Derry Mortgage Solutions and Aidan Kearns Financial Services are trading names of Aidan Kearns which is an Appointed Representative of Quilter Wealth Ltd and Quilter Mortgage Planning Ltd who are authorised and regulated in the UK by The Financial Conduct Authority (FCA) and are registered on the FCA Register with Firm Reference number: 217742 and 440718. Aidan Kearns is also registered on the FCA Register with Firm Reference Number :215232

- This document sets out the terms of business between our firm (as an Appointed Representative) and its clients
- These 'Terms of Business' apply until further notice and must be read in conjunction with the 'Guide To Our Mortgage and Protection Services'. In case of any ambiguity between the documents, this 'Terms of Business' will take precedence
- Either we or you can end these terms at any time, without penalty and this will not affect any outstanding transactions being carried out on your behalf

Confirmation Of My Advice Areas

Insurance	
<input checked="" type="checkbox"/>	I will advise and make a recommendation for you after I have assessed your needs for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance as an insurance intermediary.
<input type="checkbox"/>	You will not receive advice or a recommendation from me. I may ask some questions to narrow down the selection of products that I will provide details on. You will then need to make your own choice about how to proceed.
Mortgages	
<input checked="" type="checkbox"/>	I will advise and make a recommendation for you after I have assessed your needs.
<input type="checkbox"/>	You will not receive advice or a recommendation from me. I may ask some questions to narrow down the selection of products that I will provide details on. You will then need to make your own choice about how to proceed.

Confirmation Of Whose Products I Offer

Insurance – advice is given on the basis of a fair and personal analysis of the market.	
<input checked="" type="checkbox"/>	We offer Life, Critical Illness, Private Medical Insurance, Income Protection, Whole of Life and General Insurance products from the whole of the market.
Mortgages	
<input checked="" type="checkbox"/>	<p>Residential</p> <p>We offer an independent mortgage service.</p> <p>We offer a comprehensive range of mortgages from across the market, but not deals that you can obtain by going direct to the lender.</p> <p>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.</p> <p>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.</p> <p>It may be in your best interests to explore this option and look at the further alternative of an unsecured loan, as these may be more appropriate for you.</p>
<input checked="" type="checkbox"/>	<p>Business Buy-to-Let; Consumer Buy-to-Let</p> <p>We offer an independent mortgage service.</p> <p>We offer a comprehensive range of mortgages from across the market, but not deals that you can obtain by going direct to the lender.</p> <p>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.</p> <p>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.</p>

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What You Will Pay For My Services

Insurance	
<input checked="" type="checkbox"/>	No fee for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance. We will be paid by commission from the company, that has already been included in the premium.
Mortgages	
<input checked="" type="checkbox"/>	<p>For residential mortgages:</p> <p>Fees vary according to individual circumstances and we will agree our fees with you before we undertake any chargeable work. This fee is for advice, research, recommendation, implementation (e.g. application, administration of arranging the loan). We will also be paid by commission from the lender.</p> <p>We typically charge £250. Our maximum fee is £695 and our minimum fee is £250</p> <p>Our fee is payable before we do any chargeable work on application</p> <p>Our First Time Buyers fee is £250, our straight remortgage fee is £250, our remortgage with debt consolidation /capital raise fee is £495 and our specialist mortgage (credit impaired) fee is £695</p> <p>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.</p> <p>NB- The amount of commission will vary depending on individual circumstances, the lender and product. The exact amount of the commission will be explained to you before you apply for a loan.</p> <p>Or you could choose a fee only option where you will pay a fee of £995 and we will pass on any commission paid by the lender to you.</p>
<input checked="" type="checkbox"/>	<p>Business Buy-To-Let; Consumer Buy-To-let:</p> <p>Fees vary according to individual circumstances and we will agree our fees with you before we undertake any chargeable work. This fee is for advice, research, recommendation, implementation (e.g. application, administration of arranging the loan). We will also be paid by commission from the lender.</p> <p>We typically charge £495. Our maximum fee is £695 and our minimum fee is £495</p> <p>Our fee is payable before we do any chargeable work on application</p> <p>Our Purchase Buy to let fee is £495, our Buy to let remortgage fee is £495, our Buy to let limited company fee is £495, our buy to let ltd company remortgage with capital raise is £695</p>

	<p>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. NB- The amount of commission will vary depending on individual circumstances, the lender and product. The exact amount of the commission will be explained to you before you apply for a loan.</p> <p>Or you could choose a fee only option where you will pay a fee of £995 and we will pass on any commission paid by the lender to you</p>
<input checked="" type="checkbox"/>	<p>If we refer you to a specialist broker for 2nd charge lending, we will receive a payment from the broker if they arrange a loan for you. The amount of the payment will vary according to circumstances but will typically be 35% of the broker fee amount, plus 50% of the procuration (the broker fee is 4% of the loan amount subject to a minimum of £500 and a maximum of £2000 (eg £2000 is 4% on a loan of £50000))</p>
<p>You will receive a mortgage illustration when considering a particular mortgage, which will tell you about any fees relating to it.</p>	
<p>Refund of mortgage fees</p>	
<p>If we charge you a fee, and your mortgage does not go ahead, you will receive No Refund</p>	

Minimum Fees & VAT

The fees outlined above are NOT subject to VAT.

Any variation to this amount will be confirmed in writing to you before proceeding further. This may be for example for larger or more complex loans, or where your personal situation is more complex regarding income sources, taxation, residence, and credit rating.

Existing client discount:

We are committed to treating clients fairly. Our research has shown that the time it takes to work with a new client is longer than an existing client, mainly related to getting to know them to advise them comprehensively.

To reflect that and to reward the loyalty of our existing clients, we offer the following:

Discounts on implementation fees of 20%
The removal of minimum fee levels for implementation fees.

An existing client is defined as:

A client who has implemented mortgage business with us in the last 3 years, or a non-mortgage client who has affected a plan where we had received ongoing income (trail commission or fee) in the previous 12 months

Family member discount:

Retaining your wealth and ensuring it is passed on as ethically as possible to the right people at the right time is key for all our clients. To help facilitate that it is beneficial to know as much about your family unit that is appropriate to your circumstances so that we can help at that critical time. To assist with this we also offer:

Discounts on implementation fees for family members of 20%
The removal of minimum fee levels for implementation fees for family members

A family member includes a person's parents, spouses, siblings, children, grandparents, and grandchildren, whether connected by birth, adoption, guardianship, marriage, civil partnership, or cohabitation.

Ongoing Services & Fees

Set out below are the details for the ongoing service that we deliver to our clients. You can if you wish to, add or enhance levels of service with your adviser if you feel appropriate (usually for an agreed fee).

There is no fee for the following level of service, as we will have been paid commission from the mortgage lender or insurance provider at inception of your mortgage or protection plans.

1. **Communication** - In order to provide you with a high-quality service we may want to contact you regarding items we consider are of interest to you, or to make you aware of new opportunities. If this happens, we would like to contact you
2. **Protection** - It is important to ensure your current protection plans and provisions remain in line with your requirements, which may change over time.
3. **Mortgages** - If we do not review your borrowing, you may end up paying more than you need to for your loans. We aim to contact you before any special terms of your mortgage expire. We encourage you to contact us should your financial circumstances change in the meantime.

We will make reasonable endeavors to contact you. Please be aware that should we not be able to review your mortgage before the end of any special term, this may result in you paying considerably more for your loan.

Other Important Information We Feel You Ought To Know

Complaints - If You Are Not Happy With Our Service

If you are not happy with our service or have a complaint about your Adviser or any financial advice you have received from your Adviser, please contact us:

In writing:
Quilter Financial Planning Complaints Department
Sunderland
SR43 4JR

Email: QFPcomplaints@quilter.com
Tel: 0191 241 0700

We will be happy to provide you with a summary of the internal procedures for handling complaints, this is available without charge upon request or will be provided to you when we acknowledge your complaint.

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

The Financial Ombudsman Service can be contacted as follows: The Financial Ombudsman Service, Exchange Tower. London E14 9SR

Telephone: 0300 1239123 or 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You should note that if your product is not regulated by the FCA (for example, a buy-to-let mortgage), you may NOT be entitled to refer the complaint to the Financial Ombudsman Service.

This is the current process. Should it change, we will notify you the next time we meet by issuing you with an updated version of this document. If, however, you want to have the updated version sooner you can request them at any time, and I will provide you with the updated process.

Our Contact Details – Derry Mortgage Solutions

You may communicate with us at any time using the following contact details:

Derry Mortgage Solutions

38 Foyle Street

Derry

BT48 6AP

Tel: 02871329898 or email: info@derrymortgagesolutions.com

Our Regulator - The Financial Conduct Authority

Aidan Kearns (FCA register number is 215232) is an appointed representative of Quilter Wealth Limited (FCA Register number is 217742) and Quilter Mortgage Planning Limited (FCA Register number 440718 of Senator House, 85 Queen Victoria Street, London, EC4V 4AB which are authorised and regulated by the Financial Conduct Authority.

The permitted business of Quilter Wealth Limited and Quilter Mortgage Planning Limited is advising on and arranging pensions, investments, mortgages, life assurance and general insurance.

You can check this on the FCA's Register by visiting the FCA's website at <https://register.fca.org.uk/s/> or by contacting the FCA on 0300 500 8082 or 0800 111 6768.

The FCA address is: 12 Endeavour Square, London. E20 1JN

Unregulated Mortgages

It is important to point out that not all mortgage loans and services are regulated by the Financial Conduct Authority. Some of the advice and services we provide may relate to loans which are either unregulated or have limited consumer protection.

We will confirm to you if any product we are recommending is not regulated by the FCA.

You should note that if we are arranging a "Buy-to-Let" mortgage for you, it is very important to understand that very few Buy-to-Let mortgages are regulated by the Financial Conduct Authority (FCA).

We will confirm to you if any product we are recommending is a Business Loan; a Business Buy-to-Let; or a Consumer Buy-to-let loan.

Client Categorisation Levels For Your Protection

The FCA has rules which affect the rights you have as a client. In our dealings with you we will be representing you as the client.

By default, we categorise all of our individual clients as 'retail' clients. The range of financial products and investments we recommend are tailored to meet the needs of retail clients. As a retail client, you will have rights under the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS). These rights will apply to the provision of the advice we provide.

In most cases these rights will also apply to the products we recommend. However, there are some exemptions for specialist products such as Enterprise Investment Schemes and Venture Capital Trusts. Your adviser will let you know if the product recommended will not have rights under the FOS or FSCS.

There are other client categorisations that don't have these rights. These are "professional" clients and "eligible counterparties".

You may have the right to be categorised as a professional client and revoke your retail client status on request. Should you feel you have the skills, knowledge and experience to be a professional client and don't wish to have the same protection afforded to retail clients (as explained above), please let me know and we will complete the forms necessary to re-categorise you.

If you have any questions regarding your categorisation (e.g. if you are a large company), please write to Quilter Financial Planning Ltd Compliance Department, Sunderland, SR43 4JR or using the contact details above.

Client Money Peace Of Mind

We do not handle Client Money. We never handle cash and will only accept a cheque made out to us in settlement of Advice and Service fees. Our preferred method of payment is via bank transfer.

Your Duty of Disclosure

Any financial advice we provide will be based on your personal financial circumstances and objectives. It is important that the information you give us is both accurate and a true reflection of your current circumstances.

It is your responsibility to provide complete and accurate information to a provider (a provider being for example, an organisation that provides insurance, mortgage, or investment related plans).

It is important that all statements made on any proposal form, or on any additional documentation are full and accurate.

Please be aware that if you fail to disclose any relevant information, or any change of circumstances to a provider, then the terms of your desired plan may be invalidated (e.g. an insurance claim may not be paid). We strongly recommend that the information you provide is checked thoroughly prior to submission.

Client Risk

Any specific warnings relevant to particular products will be provided to you in your Suitability Advice Report and/or your Demands and Needs Statement collectively (Written Advice).

Mortgage and Protection Advice and Recommendations Scope

Any mortgage or protection advice your adviser provides will be based on your personal financial circumstances and objectives. We will confirm these and the reasons for any recommendation in your Written Advice

If you have asked for any restrictions on the types of investment or the markets you wish to invest in, these will be confirmed in your Written Advice. We will always make it clear when products are not within the 'regulated' scope and advise you of your rights.

Paying For Advised Services

Full details of the final Advice will be provided in the Suitability Advice Report. Details of any fees payable and future service agreements will be provided in the '**Authority to Proceed**' document

prepared for you by your Adviser. You will be asked to sign and return a copy of this document to confirm your understanding and acceptance of the arrangements.

Other costs, including taxes, related to transactions may arise that are not paid via us or imposed by us. For further details on how to pay for our services, please read the "Guide to Our Services". There are no additional charges for our services for using a means of distance communication.

Cancellation / Termination of Authority

You can cancel these terms of business at any time without penalty. This will not affect any outstanding transactions being carried out on your behalf and you may still have to pay a fee to us.

To cancel these terms of business you should notify us using the contact details above.

The Ongoing Service or our authority to act on your behalf can be cancelled at any time without any penalty by email or post using contact details above. These methods ensure we have an audit trail for your instruction.

Language

Unless agreed by us at outset all communication will be completed in English. We will communicate in a manner that is convenient to you, this could include Face-to-Face meetings, Post, E-mail and by telephone using the contact details above.

Location of Advice

All advice will be conducted in the UK. We do not have permissions to give advice when either you or I are located in any location outside the UK.

Timing of Written Advice

Mortgage Advice: I will send you a Suitability Advice Report setting out the reasons for my recommendation within 15 days of making that recommendation.

Protection Advice: I will send you a Demands and Needs statement setting out the reasons for my recommendation before the policy starts. If I am advising you by telephone, and the policy starts on the same day the Demands and Needs statement will be sent by the end of the next working day.

VAT

The service we provide is described as an 'intermediation' service. This means we provide advice with the intention of acting between you and a product provider to arrange a financial product or service. In most instances our intermediation fee in arranging the sale of a retail investment product is VAT exempt. However, where VAT is payable we will advise you for example, where a fee is charged before application.

All fees covered by this agreement are exclusive of VAT, and if applicable VAT will be charged on top of the stated fee.

Declaration of Other Interests

To ensure that client interests are always put first, we operate a robust Conflict of Interest and Inducements Policy. If a potential conflict of interest does arise it will be actively managed, and we have arrangements in place to ensure that all our clients are treated fairly. If we feel that our interests conflict with yours, you will be contacted, and we will obtain your consent to proceed. Our full conflict of interest policy is available on request

Minor Non-Monetary Benefits

We are not able to receive or retain any inducements from a product provider. Should we receive any additional fee, commission or monetary or non-monetary benefit as a result of a

recommendation made to you, we will return this to the product provider or transfer it to you (as appropriate) and attempt to stop further payments or inducements being received.

Our Ownership

Quilter Wealth Ltd and Quilter Mortgage Planning Ltd are part of the Quilter Group. The Quilter Group of companies offers a range of pension, protection, and investment solutions through both a UK and International platform. This may give rise to a potential conflict of interest where a company within Quilter Group has a suitable solution for your needs. If such a situation occurs, I will ensure that my recommendation is the best execution of your needs. I will also highlight the potential conflict of interest at the time of making the recommendation.

Addressing Financial Crime

All transactions relating to the services provided by us are covered by The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017. The FCA also requires that we have appropriate measures in place to prevent the furtherance of financial crime.

Our responsibilities include but are not limited to verifying the identity and address of our clients and any third-party making payments on their behalf. If required, you must supply proof of your identity in accordance of the above Regulations. Identity verification checks may include electronic searches of the electoral roll and the use of credit reference agencies, which will result in a soft 'foot-print' on your credit records.

This footprint is not visible to other financial service providers and does not affect your credit rating in anyway. In accordance with the Data Protection Act 2018 acceptance of these terms and conditions represents your permission for us to access this information.

Financial Services Compensation Scheme (FSCS) Current limits

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. i.e. it differs for investments, insurance, mortgages, and bank accounts.

Further information about compensation scheme arrangements including the conditions governing compensation and the formalities which must be completed to obtain compensation is available from the FSCS via its website at www.fscs.org.uk

The Law that we operate under

All of our agreements provided are governed and construed in accordance with the laws of England and Wales. In relation to any dispute, for your protection you agree to submit to the non-exclusive jurisdiction of the English courts.

Data Protection

The personal information you provide will assist your financial adviser in offering you the best advice as required by the Financial Services and Markets Act 2000. The personal data you provide will be used and stored in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR) under UK law.

For further information on how we use your personal data and your rights in relation to your personal data, please see your Advisor's Privacy Notice which can be [accessed on the Advisor website] and will be provided to you by your advisor as part of your initial disclosure documents.

Should you have any enquiries relating to the personal data that Quilter may hold about you, how your personal data is processed, or how to exercise your rights you can contact our Privacy Team, at QFPdataguardian@quilter.com

Privacy Notice

We, together with Quilter Financial Services Limited, Quilter Wealth Limited, and Quilter Mortgage Planning Limited (collectively to be known as Quilter) are the joint data controllers of any personal data you provide to us in accordance with these terms of business and any further information which you provide to us during our relationship with you.

We and Quilter each have a legal obligation to comply with applicable data protection legislation. Information on our uses of your personal data is set out in your Advisor's Privacy notice which can be accessed on their website or on request.

We will collect and use your personal data such as your name and contact details and other information for the provision of financial advice and to provide you with financial products or services, including related services such as administration, risk assessment, fraud prevention and regulatory purposes.

In order to provide these services, we may share the personal data you provide with, The Quilter group of companies, third parties such as other advisors within the Quilter network, product and service providers, administrators of a scheme relating to your investment plan, and third-party companies providing administration services. We may also need to share it with HM Revenue and Customs and our regulators such as the Financial Conduct Authority or the Prudential Regulation Authority in certain circumstances.

Your rights and how to contact us

For further information on how we use your personal data and your rights in relation to your personal data, please see your Advisor's Privacy Notice which can be provided on request.

Should you have any enquiries relating to the personal data that Quilter may hold about you, how your personal data is processed, or how to exercise your rights you can contact our Data Protection Officer, at QFPdataguardian@quilter.com

Accessibility

Please note that a paper / hard copy of this document is available, upon request.

If you would like this document or any other document in an alternative format e.g. Braille, Clear and Large Print or Audio documents (Cassette, CD, MP3 or Wav) or any other languages please let me know.
