



Assured Funding Ltd., 109 Maldon Road, Colchester, Essex CO3 3AX Telephone 0808 123 1 321 Email office@assuredfunding.co.uk

Terms of Business

About us

ASSURED FUNDING LTD is an appointed representative (AR) of Connect IFA Ltd, 39 Station Lane, Hornchurch, Essex RM12 6JL, who are authorised and regulated by the Financial Conduct Authority (FCA). Connect IFA Ltd's firm reference number is 441505. Most buy to let mortgages are not regulated by the FCA. You can check our details on the FCA's website <https://register.fca.org.uk/s/> or by contacting the FCA on 0800 111 6768.

The FCA is the independent watchdog that regulates financial services. Use this disclosure document to decide if our services are right for you. It explains the service(s) we offer and how you will pay for it. Our service and permitted business includes advising on and arranging mortgages and non-investment insurance products, as stated below:

Mortgages

- We are not limited in the range of mortgage products we will consider for you in relation to regulated 1st charge and 2nd charge loans that are being raised for personal purposes or regulated loans that are being raised for business purposes.
- We will consider remortgages, further advances, 2nd charge loans and unsecured loans options for you if you wish to increase your borrowing on an existing property.
- We offer a comprehensive range of mortgages from Lenders across the market, but not deals that you can only obtain by going direct to a Lender.
- We can arrange other finance such as Business Buy to Let Mortgages, Commercial and Development Finance, Bridging Finance and International Mortgages.
- In addition to any fees we charge, we may receive commission from the lender. The amount of commission we receive will be disclosed to you on your illustration for all regulated mortgage contracts. For more information, see the section on Commission disclosure on page 3.
- We offer advice on the regulated products we recommend. In some circumstances, we may refer you to another party to provide the advice and recommendation where it is appropriate to do so.

Mortgage Services and Fees

We charge a fee of up to 2% of the mortgage advance (net of any added fees). For example, if the maximum threshold of 2% was charged, a fee of £1,500.00 would be payable based on a gross mortgage advance of £75,000. A minimum of 50% of our agreed Broker Fee is due on submission of an application to a lender, subject to a minimum charge of £250. We will also be paid commission from the lender. The amount of commission will be disclosed to you. You have the right to ask us to provide information on the range of commission that the lenders on our panels offer to us. If an application is submitted to a lender via a packager we will be paid commission by the packager. This will be disclosed to you.

You have the right to ask us to provide information on any variation in levels of commission payable for any type of mortgage or loan offered to you. We will provide you with full written details of the basis upon which we will be paid for the Services we provide. This could include a payment from your lender and/or a fee we will charge you.

We will not commence any substantive work for which we will charge you a fee until we have agreed the applicable fee with you and such fee is recorded in a binding Client Fee Agreement.

We will not exceed any limits on any fee set out in the Client Fee Agreement without your agreement.

We will advise if it is appropriate to pay fees or charges in connection with the mortgage or loan direct as opposed to adding them to the sum advanced under the loan contract.

We will not commit you to an application for a mortgage or loan where a fee or charge of any kind (receivable by our Firm or another party) is to be added to the sum advanced, unless you have made a positive choice to add the fee or charge to the sum advanced.

Refunds

If an Offer of a Mortgage is issued, you agree to pay the full Professional Fee as confirmed in these Terms and also the Client Fee Agreement as signed by you in acceptance of those conditions.

However, in the event that the mortgage application case is closed by either party and an Offer of a Mortgage is not issued at that time, the total gross sum of the agreed Professional Fee amount will be reduced by 50% subject to a minimum Fee still payable of £250.00 (which is the NON REFUNDABLE Application Processing fee amount).

example (1) - If the agreed Professional Fee is £500.00 and you pay part of this Fee, say £250.00, on application, and an Offer of a Mortgage is not issued when the case is closed, you will therefore not be liable to pay any further Fee, because $£500 \times 50\% = £250$, which is the minimum amount payable.

example (2) - However, if the agreed Professional Fee is £1,500.00 and you pay part of this Fee, say £250.00 on application, and an Offer of a Mortgage is not issued when the case is closed, you will be liable to pay a further Fee of £500. E.g. $£1500 \times 50\% = £750$. E.g. $£750 - £250 = £500$.

Any unpaid amounts due, either the amount payable for any balance of the reduced amount (due to an early case closure) or the full amount, or balance due, on issue of the mortgage Offer, will be payable on demand.

After one month of non-payment of due amounts, we reserve the right to charge interest at the rate of 1% per month, plus all recovery costs, until full outstanding monies have been fully repaid.

You have the right to ask us to provide information on the range of procurator fees that the lenders on our panels offer to us. If an application is submitted to a lender via a packager (a 3rd party specialist) we will be paid commission by the packager. This will be disclosed to you.

Consent to Marketing

ASSURED FUNDING LTD would like to keep in touch with you from time to time to keep you abreast of the market and to tell you about products and services that maybe of interest to you. This includes content such as emails letting you know about new lender launches and criteria, and articles that will keep you abreast with market changes such as the BTL tax changes. We would like to take particular care to ensure that any marketing or promotional information that we may send to you, is done so with your prior, express permission.

Please read this in conjunction with our privacy notice that can be found at www.AssuredFunding.co.uk

If you do not indicate your agreement for us to make contact with you, please be aware we may be unable to provide you with details of products and/or services that may suit your needs and circumstances.

Please keep in touch with me in the following ways:

- All of the below
- Phone
- Email
- SMS text messaging
- Instant messaging (eg. Skype, WhatsApp etc.)
- Post

Please update me about the following subjects:

- All of the below
- Investment (Buy to let Mortgages)
- Residential Mortgages
- Commercial and Business Loans
- General market updates

Our Ethical Policy

We aim to provide the highest standard of advice and service possible. The interest of our customers is paramount to us and to achieve this we have designed our systems to place you at the heart of our business. In doing so, we will:

- Be open, honest and transparent in the way which we deal with you.
- Not place our interests above yours.
- Communicate clearly, promptly and without jargon.
- Obtain feedback from you to help identify any improvements required.

Consent to Marketing

You have expressed how you wish to receive marketing under the section Consent to Marketing. You may withdraw your consent at any time by contacting us at office@assuredfunding.co.uk or you can contact us by telephone on 0808 123 1 321.

Even if you do not consent to marketing, we and/or our Network Connect IFA may still contact you to obtain your feedback on our service.

Instruction to proceed

Please sign this document to confirm you would like to proceed with our services and agree to the Terms and Conditions in this document as well as those contained in the web links in this agreement. Where we recommend a product from a lender who wishes to deal directly with you or you choose yourself to deal directly with a lender we have recommended, our fees as detailed on page one still apply. Where speed is required, we will consider accepting your verbal instructions to proceed and in these circumstances you understand that instructing us to proceed is your acceptance of these terms and conditions.

Payment of fees

We offer you the facility to pay our fees by direct bank transfer or by debit / credit card. We will also ask you to supply debit or credit card details and we will only use these card details to process any payments due the lender or surveyor or other third party as required to process your application, and as detailed in the mortgage illustration. Please let us know if you wish to pay by an alternative method. We reserve the right to charge interest at the rate of 8% per annum for any amounts due to us which remain unpaid after the due date.

Refund of fees

If an Offer of a Mortgage is issued, you agree to pay the full Professional Fee as confirmed in these Terms and also the Client Fee Agreement as signed by you in acceptance of those conditions.

However, in the event that the mortgage application case is closed by either party and an Offer of a Mortgage is not issued at that time, the total gross sum of the agreed Professional Fee amount will be reduced by 50% subject to a minimum Fee still payable of £250.00 (which is the NON REFUNDABLE Application Processing fee amount).

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Commission disclosure

We are a credit broker and not a lender. We have access to an extensive range of lenders. Once we have assessed your needs, we will recommend a lender(s) that provides suitable products to meet your personal circumstances and requirements, though you are not obliged to take our advice or recommendation. Whichever lender we introduce you to, we will typically receive commission from them after completion of the transaction. The amount of commission we receive will be a fixed percentage of the amount you borrow from the lender. Commission paid to us may vary in amount depending on the lender and product.

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T: 0808 123 1 321 E: office@assuredfunding.co.uk W: www.AssuredFunding.co.uk Twitter / X: @assuredfunding

Assured Funding Ltd is a private limited company registered in England and Wales (Company No: 07594318)
Registered Office; Assured Funding Ltd., 109 Maldon Road, Colchester, Essex CO3 3AX
Assured Funding Ltd is an appointed representative of Connect IFA Limited which is Authorised and Regulated by the Financial Conduct Authority.
Connect IFA Ltd's FCA Register Number is 441505. Assured Funding Ltd's FCA Register Number is 724232.
The FCA does not regulate Business Buy to let Mortgages and Commercial Mortgages to Limited Companies.

The lenders we work with pay commission at different rates. However, the amount of commission that we receive from a lender does not have an effect on the amount that you pay to that lender under your credit agreement. For sales of non-investment insurance such as life and critical illness insurance, we are remunerated by commission from the insurance provider. Commission will normally be based on a percentage of your premium for a set period of time.

Cancellation rights

Certain protection and insurance contracts allow you the right to cancel after a contract has been put in force. Prior to you entering into a contract of protection or insurance we will provide you with specific details should this apply including: its duration, terms and conditions, practical instructions and any costs for exercising it, together with the consequences of not exercising it.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving 7 days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

Force majeure

We shall not be in breach of this Agreement and we shall not incur any liability to you if there is any failure to perform our duties due to any circumstances reasonably beyond its control.

Restrictions and Legal Jurisdiction

Please be aware that the FCA does not regulate all the mortgages and property finance we are able to arrange. For example, the FCA do not normally regulate Business Buy-to-let. We are committed however to providing the same high standards even when dealing with your requirements for non-regulated products. This agreement will be governed by and construed in accordance with the laws of England and Wales and any dispute will be subject to the exclusive jurisdiction of the courts of England and Wales.

What to do if you have a complaint

It is our intention to provide you with a high level of customer service at all times. If there is an occasion when we do not meet these standards and you wish to register a complaint, please write to: Compliance Department; Connect IFA Ltd, 39 Station Lane, Hornchurch, RM12 6JL or call: 01708 676110. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service www.financial-ombudsman.org.uk.

Are we covered by the Financial Services Compensation Scheme (FSCS)

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 up to a maximum limit of £85,000.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Where the firm has not taken steps and caused a contract not to be effected by an Insurer on a Pure Protection Policy or General Insurance claim arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, then 100% of the claim is covered.

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

Data Protection

We take the security of Your Personal Data very seriously. Please review our Privacy Policy which can be found can be found at www.AssuredFunding.co.uk. We also recommend you view the Privacy Notice of lenders or providers we recommend to you here: <https://connectbrokers.co.uk/lenderprivacy/>

Please note that phone calls may be recorded.

When you ask us to arrange a mortgage, loan or other product or service for you, we will keep in touch with you in relation to this application. We will not send general marketing to you without your explicit consent. Please see the marketing section of this document to provide consent to marketing. You may choose not to give consent, but we will still retain your data for processing as described in our Privacy Policy and to fulfil this contract.

If you have any concerns or complaints as to how we have handled Your Personal Data or you may lodge a complaint with the UK's data protection regulator, the ICO, who can be contacted through their website at <https://ico.org.uk/global/contact-us/> or by writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

TERMS OF BUSINESS DECLARATION

1. I/we understand and agree to the terms and conditions and information outlined in this document and I/we wish to proceed with instructing ASSURED FUNDING LTD to assist me/us with my/our mortgage or loan and/or insurance or other service requirements.

2. I/we understand that when ASSURED FUNDING LTD approach a lender on my behalf for an application or a decision in principle that the lender may undertake a credit search. I/we agree and understand that the credit search will be performed to determine my/our credit worthiness for any loan and that the details of this search will form a permanent part of my/or credit record. I/we also understand that repeated searches of this nature can have an adverse effect on my/our credit record.

3. In respect of the fees payable for mortgage/loan advice as detailed in this document, I/we give my/our authority for the payment to be made to Connect IFA Ltd using the supplied credit/debit card details when the payments fall due, and I/we understand the fees once paid are not refundable.

4. I/We am/are aware that ASSURED FUNDING LTD may receive commission from the lender for the arrangement of my/our mortgage/finance arrangement and I/we have no objection to ASSURED FUNDING LTD receiving it.

5. I/we give our authority for ASSURED FUNDING LTD to provide progress updates to the person or company that introduced us to ASSURED FUNDING LTD, if applicable, or to the Estate/Property Agent who is selling the property.

6. If for any reason ASSURED FUNDING LTD offer fee is not paid before completion of the loan, I/we give my/our irrevocable authority for our solicitor to deduct the fee from the completion funds and forward this directly ASSURED FUNDING LTD.

7. I/we understand as part of the underwriting process, the mortgage or loan provider, our Network Connect IFA Ltd and/or ASSURED FUNDING LTD may need to contact third party institutions such as your current or previous employers, mortgage providers, accountants, banks and HMRC to confirm the completeness and accuracy of any information supplied in relation to my/our mortgage application. I/we understand and authorise such enquiries.

Applicants name	Signature	Date
1.		
2.		
3.		
4.		