



Mortgage Capacity Assessment Pack for Solicitors

This Pack Includes:

1. Pro Forma
2. Fact Find
3. Client Agreement
4. Data Protection Document

23a Cross Street, Leamington Spa, Warwickshire,
CV32 4PX

T: 0800 6342 111 F: 0845 0179 579

E: office@simpsonfs.co.uk

W: www.simpsonfs.co.uk

Simpson Financial Services Ltd. is authorised
And regulated by the Financial Conduct Authority
Registered in England & Wales no: 4830621



Mortgage Capacity Assessment Pro-Forma

Solicitor Name:

Date:

23a Cross Street, Leamington Spa,
Warwickshire, CV32 4PX
T: 0800 6342 111 F: 0845 0179 579

E: office@simpsonfs.co.uk

W: www.simpsonfs.co.uk

Simpson Financial Services Ltd. is authorised
and regulated by the Financial Conduct Authority
Registered in England & Wales no: 4830621

Report Type

Please select the relevant report:

Single Report – 1 individual, based on 1 financial scenario	
Is this report to be completed on a hypothetical/anonymous basis	Yes/No
Client/ Individual Name	
Relationship to you/firm	

Joint Report – 2 or more individuals, based on 1 financial scenario each	
Is this report to be completed on a hypothetical/anonymous basis	Yes/No
Client/Individual Name	1. 2. 3 4.
Relationship to you/Firm	1. 2. 3. 4.

Additional Scenarios

Complete if required:

	Income Type	Income Amount	Deposit Amount	Other Variable – please specify	Other Variable – please specify	Other Variable – please specify
Scenario 1	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	£			
Scenario 2	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	£			
Scenario 3	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	£			
Scenario 4	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	£			
Scenario 5	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	£			

Please note for reports requiring more than 5 scenarios, our normal fees do not apply.

Additional Information

Report due date	
Express Service – normal timescale for a single report is 5-10 working days, or 15 working days for a joint report. The express service allows us to prioritise your report ensuring it is complete as quickly as possible.	Yes/No

Please confirm any other information here. Please be aware that, as standard, example quotations based on Fixed and Variable rates of interest are provided. Please do not provide financial or personal information here, questions regarding this are detailed with in the Fact Find

--



Mortgage Capacity Fact Find

Any advice/information given is based on the information contained within this document. Unanswered questions or blank responses may be excluded from the report. If any details are incorrect or omitted, please let me know as this may impact the outcome of the assessment.

23a Cross Street, Leamington Spa,
Warwickshire, CV32 4PX
T: 0800 6342 111 F: 0845 0179 579
E: office@simpsonfs.co.uk
W: www.simpsonfs.co.uk

Simpson Financial Services Ltd. is authorised
and regulated by the Financial Conduct Authority
Registered in England & Wales no: 4830621

Data Protection

	Client One	Client Two
Agreement Date		
I am aware of my rights under the General Data Protection Regulation (GDPR) and have given my express consent to be contacted in relation to my financial requirements. Please answer Yes or No		
I have given consent for you to hold my personal data as contained within this document and to share it with other companies for the express purpose of compiling your assessment Please answer Yes or No		
I am aware that I have the right to request access to information that the advisor holds on me. I also have the right to request that personal data held on me is rectified or erased, or object to processing as well as the right to portability. Please answer Yes or No		

Important Dates

If the mortgage capacity assessment is required for a specific date or Court Hearing please confirm the following:	
Divorce	Yes/No Case Number:
Mediation Date	
FDR Hearing Date	
Final Hearing Date	

Personal Details

	Client One	Client Two
Title	N/A	
First Name	N/A	
Surname	N/A	
Preferred Name/Title (to be used in report, if different)		
Date of Birth	N/A	
Age		
Retirement Age (or age any new mortgage should end, if different)		
Nationality		

Address

	Client One	Client Two
House Number		
Street		
City		
County		
Post Code		

Contact Details

	Client One	Client Two
Phone Number		
Mobile Phone Number		
Email address		

Family & Dependents

Full Name	Date of Birth	Age	Relationship	Financially Dependent to whom?
N/A	N/A			
N/A	N/A			
N/A	N/A			
N/A	N/A			

Employment (for Self-Employment see next page)

	Client One	Client Two
Employers Name		
Employers Address		
Current Role/Position		
Length of time in current position		
Salary If possible please note gross annual figure (before tax) and net monthly figure (after tax).	Annually - £ Monthly - £	Annually - £ Monthly - £
Bonus/Commission (please confirm frequency of this income and if annual please confirm last 2 years)		
If Bonus/Commission is received please confirm whether it is guaranteed?		
Have been in employed continuously for the last 3 years? If the answer is no please provide further details		

Contractors

	Client One	Client Two
Are you Employed or Self Employed?		
Please state the Contract Type (eg- Zero Hours, Temporary, Sub-Contractor Fixed Term, Sub Contractor Open-Ended, Fixed Term)		
Please confirm the start date of the Contract		
If Temporary or Fixed Term please confirm the end date		

Self-Employment

Client One

Business Type	Income		
	Your Share of Net Profit	Salary	Dividends
Partner	20 - £	N/A	N/A
	20 - £		
	20 - £		
Sole Trader	20 - £	N/A	N/A
	20 - £		
	20 - £		
Director/Shareholder with 20% or less shareholding	Please complete employed section	Please complete employed section	Please complete employed section
Director/Shareholder with 20% or more shareholding	20 Before tax - £ After tax - £	20 - £	20 - £
	20 Before tax - £ After tax - £	20 - £	20 - £
	20 Before tax - £ After tax - £	20 - £	20 - £
Business Name	N/A		
Business Address	N/A		
Your position			
When did the business start?			
How many years' accounts do you have?			

Client Two

Business Type	Income		
	Your Share of Net Profit	Salary	Dividends
Partner	20 - £		
	20 - £	N/A	N/A
	20 - £		
Sole Trader	20 - £		
	20 - £	N/A	N/A
	20 - £		
Director/Shareholder with 20% or less shareholding	Please complete employed section	Please complete employed section	Please complete employed section
Director/Shareholder with 20% or more shareholding	20 Before tax - £ After tax - £	20 - £	20 - £
	20 Before tax - £ After tax - £	20 - £	20 - £
	20 Before tax - £ After tax - £	20 - £	20 - £
Business Name			
Business Address			
Your position			
When did the business start?			
How many years' accounts do you have?			

Other Income

Income Type	Amount	Frequency	Owner (1 or 2)
Child Benefit			
Child Tax Credits			
Maintenance from ex-spouse			
Rental Income	20 - £	N/A	
	20 - £		
	20 - £		
Pension Income			
Other (please state)			

Maintenance – please confirm if this income satisfies either of the following:

	Yes/No
Payable via court ordered	
Payable via CMS	
12-month track record evidenced by Bank Statements available	
Will be payable for the term of the mortgage	

Monthly Deductions from Salary

	Client One	Client Two
Are you repaying a student loan?		
Pension deducted before tax	£	£
Pension deducted after tax	£	£
Childcare vouchers	£	£
Share save	£	£
Season ticket loans	£	£
Other deductions before tax (excluding NI)	£	£
Other deductions after tax (excluding NI)	£	£

Liabilities

Liability Type	Balance Outstanding	Monthly Payments	Is this liability to be repaid within 6 months of a mortgage starting or at the end of divorce proceedings?	Owner - Client 1 or 2
<i>Credit Card</i>				
<i>Child Maintenance</i>				
<i>Hire Purchase</i>				
<i>Loan</i>				
<i>Catalogue/Store Card</i>				
<i>Other -</i>				

	Client One	Client Two
Maximum Overdraft in the last 3 months		

Monthly Expenditure

Expenditure Type	Monthly Payment	Owner (Client 1 or 2)
<i>Mortgage/Rent to remain</i>		
<i>Gas, Electricity, Water</i>		
<i>Telephone, TV Licence, Internet, Sky/Cable</i>		
<i>Council Tax</i>		
<i>Food/Groceries/Supermarket</i>		
<i>Housekeeping costs (cleaning, gardening, boiler maintenance etc.), Maintenance & Repairs</i>		
<i>Clothes/Shoes</i>		
<i>Entertainment/Recreation/Hobbies</i>		
<i>Personal Grooming/Haircut/Beauty</i>		
<i>Healthcare/Prescriptions/Dentist/Opticians</i>		
<i>Holidays</i>		
<i>Birthdays/Christmas/Religious Ceremonies Food & Gifts</i>		
<i>Travel Expenses (parking/public transport)</i>		
<i>Petrol/Diesel</i>		
<i>MOT/Servicing/Maintenance</i>		
<i>Road Tax & Insurance</i>		
<i>Household Insurance</i>		
<i>Life Cover/Income Protection/Private Medical Insurance</i>		
<i>Pension Contributions</i>		
<i>Children's Expenses - Clothes/Entertainment</i>		
<i>Childcare/Nursery Fees/School Fees</i>		
<i>Extra-Curricular Activities/Clubs/School Costs/Travel</i>		
<i>Other – (please state)</i>		

Savings and Property Information

<p>If you are keeping your home following Divorce please confirm:</p> <ol style="list-style-type: none"> 1. The value of the property. 2. The outstanding balance of any mortgage outstanding on the property if not mentioned above. 3. Will this property continue to be your main residence? 	
<p>For the purchase of a new property please confirm the amount of deposit you will have? If no amount is given a 10% deposit will be assumed</p>	

Credit History

<p>Have you ever used Pay Day Loans? If yes, please confirm how many and the month/year used.</p>	
<p>Have you missed any payments on any of your financial commitments within the last 24 months? (If yes please confirm how many and the month/year they occurred)</p>	
<p>Have you ever had a CCJ, IVA or any other payment plan? If so have these been settled and on what date?</p>	
<p>Have you ever been declared Bankrupt? If so please provide dates of Bankruptcy and subsequent discharge.</p>	

Professional Contact Information.

	Client One	Client Two
Solicitor Name		
Firm Name		
Address		

	Client One	Client Two
Accountant Name		
Firm Name		
Address		

Any Other Information

If you need to know what your mortgage capacity might be should your circumstances change, please give details here.

For example - what will my capacity to mortgage be based on the above as well as receiving an extra £300 per month court ordered maintenance?

What would my capacity to mortgage be if my debts were paid off?

I am due a bonus from work next year of £20,000, what would my mortgage capacity be with this extra income?

I might be responsible for paying 100% of my child's school fees, please can you confirm my mortgage borrowing based on me a) paying 100% school fees - £6,000 per year and b) no school fees?



CLIENT AGREEMENT

23a Cross Street, Leamington Spa,
Warwickshire, CV32 4PX
T: 0800 6342 111 F: 0845 0179 579
E: office@simpsonfs.co.uk
W: www.simpsonfs.co.uk

Simpson Financial Services Ltd. is authorised
and regulated by the Financial Conduct Authority
Registered in England & Wales no:4830621

OUR STANDARD AGREEMENT: ABOUT US AND HOW WE WORK WITH YOU

Simpson Financial Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Number is **472031**.

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

The Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN.

Client Classification

Investment

Simpson Financial Services Limited classifies all clients as 'retail clients' for investment business, which means you are afforded all protections under the rules of the Financial Conduct Authority.

Should you wish to be classified differently for investment business, please discuss this with your adviser. Please note that should you wish to be considered as a different category of customer for investment business, such as a professional client or eligible counterparty you must inform us in writing. We will provide you with a new client agreement and you may lose a number of protections which will be outlined in that new agreement.

Non - investment and general insurance

Simpson Financial Services Limited classifies all clients as 'consumers' for non-investment insurance business, which means you are afforded all protections under the rules of the Financial Conduct Authority.

Should we need to classify you differently we will discuss this with you, however, you should aware that you may lose a number of regulatory protections which will be outlined in a revised agreement.

Mortgages

Simpson Financial Services Limited classifies all mortgage customers as 'clients', which means you are afforded all protections under the rules of the Financial Conduct Authority.

Should we need to classify you differently we will discuss this with you, however, you should aware that you may lose a number of regulatory protections which will be outlined in a revised agreement.

Our Commitment to You

Prior to providing you with any advice we will take time to understand your current needs, circumstances and attitude to risk (where applicable). Any advice provided will be confirmed to you in writing.

Simpson Financial Services Limited takes all our regulatory responsibilities very seriously and we ensure that all our staff are required to demonstrate their competence to undertake their role and our business is structured in a manner that is designed to meet in full all the requirements set by our regulator, the Financial Conduct Authority, and under European Securities and Market Authority rules.

Methods of Communication

Unless you advise us otherwise, we will communicate with you via the following methods of communication, Face to Face, E-mail, Post, Text Message, Telephone, Social Media, Automated Calls, Microsoft Teams and via our Personal Finance Portal.

Language

Please note that all our communications and documents will be provided to you in English.

Client Money

Simpson Financial Services does not handle clients' money. We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice) or handle cash.

Introductions to a Third Party

We may receive a fee for making introductions to third party product or service providers. Should we receive a fee we will confirm in writing to you what that fee will be.

When acting as an introducer, marketer or promoter of a scheme, no responsibility is accepted for any matters arising from the referral to the scheme product provider. It is your responsibility to ensure that you enter into separate Terms & Conditions with the third-party advisor.

Data Protection

For details of our Data Protection policy, please see our Data Protection Notice, which will be provided separately to you.

Investment Services and Permissions

Simpson Financial Services Limited is permitted to advise on and arrange (bring about) deals in investment contracts.

Transactional Only:

With regard to investments contracts which we have arranged for you, these will not be kept under review unless we agree otherwise with you; but we will advise you upon your request.

With service provision:

We will provide services to you as more fully outlined later in this document under the heading '*our service levels, initial fees and ongoing payment of services*'

Scope of Advice

Independent Advice

We will only provide advice and make a recommendation to you having fully assessed your financial needs and objectives.

This means that we will spend some time discussing with you: what you want to achieve financially and see if the advice and services that we offer are going to be appropriate to address them.

It is important to us that you fully understand how we go about doing this, so please do ask us for more detail if anything is unclear to you.

Financial Products

In respect of the financial products that we use, we do not restrict ourselves to certain types of products. We will look across a range of products which are called Retail Investment Products, we will also look at Cash ISAs, National Savings Products and structured products as well. We use research tools to select these products using criteria set to meet your needs and will not use pre-determined lists or only a small range of preferred providers. We aim to find the right product to meet your needs on each and every occasion.

Product Providers

In respect of the product providers that we use: we do not restrict our advice to certain companies. Instead, we use research tools to help us find the company that provides the right products to meet your needs.

Non-Investment and General Insurance Permissions and Services

Simpson Financial Services Limited is permitted to advise on and arrange (bring about) deals in non-investment and general insurance contracts.

We are an insurance intermediary and act on behalf of clients and not insurers.

We offer a personal recommendation on the basis of a fair and personal analysis of the market.

Mortgage and Equity Release Services and Permissions

We offer a comprehensive range of mortgages and Equity Release Products from across the market, but not deals that you can only obtain by going direct to a lender.

We will advise and make a recommendation for you after we have assessed your needs.

Alternative Finance Options

We offer the following alternative finance options:

- A further advance from an existing lender
- Consumer buy to let mortgage
- A second charge mortgage
- A re-mortgage
- Bridging finance
- Lifetime mortgage
- Home Reversion plan

You may request an illustration from your adviser whenever our firm provides you with information specific to the amount you want to borrow following assessment of your needs and circumstances.

Consumer Credit

We make no charge for any advice in relation to consumer credit activities.

Conflicts of Interest

We have a legal and regulatory obligation to take all appropriate steps to identify and to prevent or manage conflicts of interest from arising. In the event of any of our business interests or activities creating a potential conflict of interest we will ensure that we take all appropriate steps to manage the potential conflict by maintaining robust systems, controls and staff training. In the unlikely event that we are unable to prevent the potential conflict, we will fully disclose to you, the general nature and/or sources of conflicts of interest and the steps taken to mitigate those risks.

Further details of our conflict of interest policy are available upon request.

Best Execution

It is our policy to transact your business in order to achieve the best possible results in terms of the:

- Price of products, providers and services
- Cost of advice
- Speed
- Size and Nature of the transaction
- Effectiveness of the Platform/Provider/Service Provider

Other Benefits We May Receive

We will not receive any financial inducement or gift that will in any way compromise our ability to provide you with suitable advice.

IMPORTANT INFORMATION

Accounting to You

We will forward to you any documents we receive in relation to business transacted as soon as practicable; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

Complaints

If you wish to register a complaint, please contact us in writing at address at the front of this agreement or telephone us on 0800 6342 111.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. <http://www.financial-ombudsman.org.uk>.

Compensation Arrangements

We have briefly set out some information about the Financial Services Compensation Scheme (FSCS) below. If you would like further information about compensation scheme arrangements, details are available at www.fscs.org.uk or call 0800 678 1100.

Most of the products we advise on are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if product providers or we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

The actual level of compensation you receive will depend on the basis of your claim. The FSCS only pays compensation for financial loss. Compensation limits are per person per firm, and per claim category (listed below).

Investment

Most types of investment business are covered for 100% of the first £85,000 per person per firm, so the maximum compensation is £85,000 per person per firm.

Deposits

Money in accounts like current and savings accounts, including cash Individual Savings Accounts (ISAs) are covered up to £85,000 per authorised firm (£170,000 for a joint account). It should be noted that 'authorised firms' may have different brands. The FSCS will provide a £1million protection limit for temporary high balances held with your bank, building society or credit union if it fails. A temporary high balance would apply when payments have been received in respect of specified life events, details of which can be obtained from FSCS.

Protection and non-Investment Insurance mediation

Protection is at 100% without limit, where the claim is in relation to a long-term care insurance contract that is a pure protection contract, or the claim is in respect of a liability subject to compulsory insurance.

In all other cases: 90% of the claim without limit.

Mortgages

Mortgage advising and arranging is covered for 100% of the first £85,000, so the maximum compensation is £85,000 per person per firm. **(Please note that the FSCS does not cover buy to let mortgages)**

OUR SERVICE LEVELS, INITIAL FEES AND ONGOING PAYMENT OF SERVICES

Introduction

Before recommending a product, we will make suitability checks to ascertain your relevant knowledge, experience, objectives, financial situation and your ability to bear losses.

Prior to any transaction we will provide you with a suitability report outlining any recommendations we have made including the selling, holding or buying of investments.

To ensure that you are always fully aware of our advice costs and how and when you are going to be asked to pay for this, we will always confirm this verbally and in writing, asking for your consent by signing our client engagement letter, in which we will confirm the exact amount and your preferred payment method.

Our Investment Services and Costs

We provide you with an initial consultation at our expense. This helps us to understand your financial objectives and will confirm how we can support you in working towards these. We will also discuss the cost, and levels, of our services both initially and throughout our relationship with you.

Financial Planning Report and Recommendations

This can be a continuation from the initial discussion, where agreed, or a further appointment. This process covers:

- Gathering of information about your existing financial arrangements and full personal circumstances
- Establishing your financial objectives
- Assessment and suitability of any existing holdings
- Understanding of your investment knowledge and attitude and tolerance towards investment risk
- Recommendation of an asset allocation model that matches your risk profile
- Research of the marketplace to ensure the most appropriate provider is recommended
- Preparation of our recommendations to you, all our advice will be confirmed in writing
- Arranging a second appointment to explain and discuss our recommendations in detail

Our typical charge for this service is a fixed fee of £1,500 with a minimum charge of £750. This will be invoiced to you and payable on provision of the report containing our recommendations.

Policy Arrangement & Implementation – Lump Sum Investments or Transfers

Should you instruct us to proceed with any of our recommendations we will act for you in the following ways:

- Handle all fund and policy administration on your behalf
- Provide regular updates to keep you informed of progress
- Ensure all your documents are issued in line with your expectations
- Provide confirmation of our advice and all actions taken on your behalf in writing

Our charge for this service is based on a percentage of the amount you invest and/or transfer. These charges are applied as follows but are subject to a minimum of £1,500.

For sums up to £250,000 we charge 1.5% of the investment amount.

For sums £250,001 and above we charge 1.0% of the investment amount over £250,000.

Example 1: If you are investing £100,000 then the advice and implementation fee would be £1,500 as this is our minimum fee.

Example 2: If you are investing £500,000 then the advice and implementation fee would be £6,250 as this is 1.5% of your first £250,000 and 1% of the remaining £250,000.

This payment can either be taken from your investment upon receipt by the policy provider or paid directly by you. Please note if you pay our fee by way of a separate cheque 100% of the investment amount will be invested. An example of our fee being paid by the policy provider is shown below:

Example 1: If we recommend that you invest £100,000 then the advice and implementation fee would be £1,500 as this is our minimum fee. So the amount invested would be £98,500.

Defined Benefit Pension or Pension with a Guaranteed Income – Advice and Transfer Implementation

Should you instruct us to proceed with any of our recommendations we will act for you in the following ways:

- Handle all fund and policy administration on your behalf
- Provide regular updates to keep you informed of progress
- Ensure all your documents are issued in line with your expectations
- Provide confirmation of our advice and all actions taken on your behalf in writing

Our charges for this service are as follows:

Triage Service – Complimentary

Abridged Advice Service – £1,495.

Full Advice Service – £5,995 Please note if you previously opted for the Abridged Service your Full Advice fee will be reduce to £4,500.

Implementation of Transfer – 0.5% of Transfer Value capped at £5,995.

Example 1: If your Transfer Value is £500,000 and you initially require our Abridged Advice Service and our advice is not to transfer, we will send you and invoice for payment of £1,495.

Example 2: If your Transfer Value is £500,000 and you initially require our Abridged Advice Service and our advice is that it is not clear a transfer is suitable, we will offer to escalate you to our Full Advice Service. If we advise you that you should not transfer, we will send you our invoice for payment of £5,995.

Example 3: If your Transfer Value is £500,000 and you initially require our Abridged Advice Service and our advice is that it is not clear a transfer is suitable, we will offer to escalate you to our Full Advice Service. If we advise you that you should transfer, we will implement this transfer and our total fee would be invoiced to you of £8,495.

In example 3 only, this payment can either be taken from your investment upon receipt by the policy provider or paid directly by you. Please note if you pay our fee directly, 100% of the transferred amount will be invested. An example of our fee being paid by the policy provider is shown below:

Example 1: If we recommend that you should transfer £500,000 then the total advice and implementation fee would be £8,495, so the amount invested would be £491,505.

Policy Arrangement & Implementation – Regular Premium Savings or Investments

Our charge for implementing a regular premium savings or investment plan is £750.00.

This payment can either be taken in 24 equal instalments from your savings plan or you can pay this directly to us on commencement of the policy.

Example of our Regular premium investment fee:

Monthly premium	£100	£150
Monthly fee would be	£31.25	£31.25
Total fee paid (24 months)	£750.00	£750.00

Hourly Rates

Our hourly rate is £275.00 per hour. We will give you an indication of the hours involved before commencing any work for you.

Fees payable will be calculated by taking into account the number of hours required to undertake the work and the hourly rate of the individual carrying out the work.

If work is undertaken purely on an hourly rate basis you may also ask us not to exceed a given amount without checking with you first or we may agree a fixed fee for work undertaken.

Example: To produce a basic financial planning report and recommendations only, requiring a one-hour discovery meeting, three hours preparing the report and one hour presenting the report to you would total £1,375.00.

All figures quoted are purely for example, the actual fee paid will depend on the complexity of the work undertaken and will be confirmed to you in our client engagement letter prior to any work being undertaken.

Termination of Our Services (Initial Advice)

You or we may terminate our authority to act on your behalf at any time. You will be liable to pay for any advice or services that you have received prior to the date of termination. This means that where we have agreed the advice and services that we will provide for you and we have agreed to receive payment for these, either by means of a fee for investment business or by receiving commission from a provider for non-investment business you will have to pay us for any work we have completed up to the date of termination.

Ongoing Service Option

We will discuss the full range of our ongoing services during our initial consultation. These services include, but are not limited to, providing you with:

- Structured face to face annual reviews with your adviser to give you peace of mind
- Regular assessment of your current circumstances and financial objectives
- Regular assessment of any changes to your plans that are needed.
- Regular updates and information regarding your holdings along with any recommended changes.
- Ongoing support with correspondence and administration issues.
- Telephone access direct with your financial adviser
- Access to our experienced customer service team
- Reassessment of your original financial plan whenever there is a significant or proposed significant change to your circumstances or objectives.
- Use of our financial portal (desktop or app version) to obtain real life valuations of your investments 24/7.
- Our professional expertise and governance embedded into our ongoing wealth management investment process.
- Regular portfolio rebalancing.
- End/beginning of tax year guidance.
- Liaison with your other professional service providers such as your accountant or solicitor.

Our ongoing service option incorporates a periodic suitability review of the investments we have recommended, this is to ensure the original recommendation remains suitable. This periodic assessment will be completed at least annually, however, the frequency may be increased when taking into account your risk profile and the types of financial products that have been recommended.

We will agree separately the provision of our ongoing services with you at the time of, or prior to, making

our recommendation(s) to you. Once we have agreed the service you will receive, we will confirm this in our Terms of Engagement.

Our cost is 0.75% per annum and is based on the value of your investment(s) at each 12 month anniversary and is paid pro-rata in arrears.

It should be noted that if you choose our ongoing management services you are subject to a minimum fee of £750.00 per annum.

Examples of our ongoing advice charges

Example Investment Amount	Annual Service Charge	Example Annual Service Fee
£50,000	0.75%	£750
£100,000	0.75%	£750
£150,000	0.75%	£1,125
£250,000	0.75%	£1,875
£500,000	0.75%	£3,750

The actual fee charged will vary depending upon how the investment performs and it will increase as the fund grows. If your investment falls in value, the amount you pay us will reduce.

The charges listed above can be deducted from your investments or paid directly by you. You should note that when paid through the investments it may reduce your personal tax thresholds and/or exemption levels. Where this happens we will discuss it with you and confirm it in your personal recommendation report.

If you wish to pay directly you can spread the payment over a 12 month period and we can arrange for a standing order to be set up on a monthly basis at 1/12th of the fee agreed.

The amount you pay will fluctuate with the value of your investment; if your investment increases in value the amount you pay us will also increase and if your investment falls in value the amount you pay us will reduce.

We will provide you with information regarding the costs at least annually to help you understand the overall cost and the cumulative effect on the return of the investment.

Termination of Our Services (Ongoing Advice)

You, or we, have the right to cancel payment for our ongoing services.

- You are asked to give 28 business days' notice and we will terminate any on-going payments to be received from product or service providers.
- You will remain liable for any fees or charges due up to the date of termination

Where you hold assets within a WRAP, you need to be aware that there will be terms and conditions applicable, such as your agreement with the wrap provider in respect to facilitating our fees, which means you may need to instruct the wrap provider directly and arrange for the removal of assets from the WRAP or appoint another adviser who will be able to access your assets and provide further ongoing advice to you. We will be pleased to assist you at this time in cancelling our service to you, making sure that any WRAP provider is informed of this cancellation.

Our Non-Investment and General Insurance Services and Costs

We do not charge a fee directly to you for advice and arrangement of non-investment insurance.

We will be paid commission by the product provider.

We will provide details of the total remuneration payable, including any fees, commissions, charges, expenses and benefits, in our client engagement letter / fee agreement.

Mortgage and Equity Release Services and Costs

We charge an administration fee for our mortgage and equity release advice and services. We will also be paid a procurement fee or commission from the lender.

Our mortgage and equity release fees are as follows:

- Product Transfer - £199.00
- Remortgage - £499.00
- New Purchase - £499.00
- Buy to let - £599.00
- Commercial Lending & Self Build – from £799.00 to £999.00
- Shared Ownership £999.00
- Help to Buy Equity Loan Schemes £999.00
- Equity release – £750.00

Product transfer fees and remortgage fees are subject to a 50% discount for existing clients.

You will receive an illustration when considering a particular mortgage or equity release product which will tell you about any fees relating to it.

Refund of Mortgage and Equity Release Fees

If we charge you a fee, and your mortgage does not go ahead, you will receive:

No refund of our fee if you decide not to proceed, this will cover our administrative costs.

Our Mortgage Capacity Assessment Report

A mortgage capacity assessment is an in-depth report detailing the amount and type of mortgage you are likely to get after a divorce or separation.

We can provide you with details of your mortgage capacity based on your current circumstances or any number of other financial scenarios.

Our Mortgage Capacity Assessment (MCA) costs £345.00 for a basic report which covers one scenario. A joint instruction can be undertaken at a cost of £600.00. Additional scenarios cost £50.00 each and our Express Service also costs an additional £75.00.

For example, if you required a single MCA and you instructed us to consider three additional scenarios you would pay £495.00.

If you require a report with 5 scenarios or more, please contact us for a quote.

Occasionally, it might be clear, based on your finances, that you are not able to obtain a mortgage. In these circumstances we can provide a "No Mortgage Capacity Report". This type of report costs £175.00.

Our Trustee Bank Account Establishment Service

Our service for Trustees includes an assessment of the Trust Deed and Rules along with the banking needs of the Trustees to source and set up a suitable Trustee Bank Account.

1-4 Individuals named within the Trust - £399.00

5-8 Individuals named within the Trust - £599.00

9+ Individuals named within the Trust. Please contact us with details for further details.

Corporate Trust - from £799.00

Client Consent

This is our standard client 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 are aware of the costs of the Financial Review and Recommendation(s), and where appropriate, the Policy Arrangement and Implementation services and agree to the method and timing of these.

I/We would like a Personal Financial Plan/Portfolio Construction/Policy Arrangements/At Retirement Advice/Mortgage, Insurance and Protection advice/Care Fees Advice/MCA/other.....(delete as applicable) and we understand the fee for this is £

I/We confirm that we agree to the adviser being remunerated for this on the basis selected below;

I/We wish for the cost of the initial service to be paid by the product provider from the investments we make

I/We wish for the cost of the initial service to be charged directly to me/us

In addition,

I/We would like to subscribe to the ongoing service (Please refer to our Terms of Engagement for full details):

I/We understand that the fee for this service is 0.75% of the value of the relevant investments each year, subject to a minimum of £750 per annum.

I/We wish for the cost of the ongoing service to be paid by deduction from the investments we hold

I/We wish for the cost of the ongoing service to be charged directly to me

Client 1 Name

Client 1 Address

Client 1 Signature

Client 2 Name

Client 2 Address

Client 2 Signature

Date of Signing

DATA PROTECTION DOCUMENT

Simpson Financial Services Ltd,
23a Cross Street, Leamington Spa,
Warwickshire, CV32 4PX
T: 0800 6342 111 F: 0845 0179 579
E: office@simpsonfs.co.uk
W: www.simpsonfs.co.uk

Simpson Financial Services Ltd. is authorised and
regulated by the Financial Conduct Authority.
Registered in England & Wales no: 4830621
Registered address: as above

The purpose of this Notice

When we provide our services to you, we will collect personal information about you [and others] and we want to be open and transparent with you as to the types of information we collect about you, why we collect it, how we use it and who we may share it with.

The data controller of your personal information is Simpson Financial Services Ltd, 23a Cross Street, Leamington Spa, Warwickshire, CV32 4PX.

If you have any questions or concerns about our use of your personal information, then please contact us using the contact details provided at the bottom of this Notice in the 'How to contact us' section.

What type of personal information will be processed and why?

We may ask you to provide personal information by filling in hard copy forms and documents or by corresponding with us by phone, e-mail, letter or otherwise or during the course of our meetings with you. As well as registering for our Personal Finance Portal.

Types of personal information	Why we collect it
Identity details including your name and date of birth. We may ask for copies of identity documents in which case we may collect details including your place of birth and residential address.	<ul style="list-style-type: none">• To carry out money laundering and financial checks and for fraud and crime prevention and detection purposes.• We will only ever use copies of identity documents for this purpose.• We collect and process this personal information in order to comply with our legal and regulatory requirements.
Your contact details including your name, postal, phone and email address(es) and other personal details about you including your title, job title, marital status and date of birth.	<ul style="list-style-type: none">• To contact you in order for us to manage, administer and provide our services to you.• To respond to any correspondence and service-related enquiries you send to us in respect of our services.• To discuss products or services for which you apply or may be interested in applying for.• To manage any applications you make for products or services.• To communicate any updates to you including any changes to our services, the terms and conditions of any services which we have provided to you, any changes to this Notice and to our websites.
Financial information relating to you, including pension contributions and current value, salary, bank account balances, credit card balances details of investments and payment card details.	<ul style="list-style-type: none">• To evaluate your eligibility for products, including making credit searches with credit reference agencies and fraud searches with fraud prevention agencies.• To enable us to advise you on your financial circumstances and the appropriateness of specific courses of action and products.• We collect and process this personal information for our legitimate business interests.• To enable you to make payments for our services.• We collect and process this personal information as is necessary for the entry into

	<p>and performance of any agreements between us (i.e. to assess whether you are eligible for products, and once an agreement has been entered into between you and us, so that we can collect payments from your payment card).</p>
<p>Details of your dependents (name, address and date of birth)</p>	<ul style="list-style-type: none"> To enable us to provide you with services that you have requested that would involve, or have an impact on, your dependents (who may be adults or minors). Where those dependents are adults, please make sure that you have their permission to provide us with their personal information.
<p>Details of contact that we have had with you such as meetings with you, fact-finding discussions and documentation, recommendations, referrals and quotes.</p>	<ul style="list-style-type: none"> To allow us to provide a professional service to you and to contact you with information about other services of ours that we think you may be interested in).
<p>Details of services you have received.</p>	<ul style="list-style-type: none"> We collect and process this personal information for our legitimate business interests.
<p>Client experience and other feedback and information you provide to us.</p>	<ul style="list-style-type: none"> To review your feedback and experience with us so that we can improve our products and services for you and for our other clients. We collect and process this personal information for our legitimate business interests
<p>Information about complaints and incidents.</p>	
<p>Recordings of calls we receive or make.</p>	
<p>All of the personal information described above.</p>	<ul style="list-style-type: none"> We may disclose your personal information to third parties where we are required to do so to comply with applicable laws and regulatory requirements including in circumstances where we are required to do so by a court Order, regulatory authority or any other third party with the lawful right to request and receive the personal information we hold about you (including law enforcement agencies and tax authorities). We may also use your personal information where it is necessary for us to take legal advice in order to establish our legal rights, to bring a claim against you or any related parties or to defend a claim from you or any related parties. We collect and process this personal information for our legitimate business interests including to carry out our own internal business planning, compliance, training, audit and quality assurance purposes.

Depending upon the types of products and services you require, we may also need to collect information from and about you which the law considers to be sensitive, such as data about your physical or mental health, which we refer to as “**special category personal data**”. The special category personal data that we may ask you to provide, and the reasons why we ask you to provide it, are as follows:

Types of special category personal data	Why we collect it
Information about your physical or mental health or condition.	Certain products and services that you request may require this information. Specifically, in order for us to advise you on and to submit applications for health or life insurance products and services, we will need to collect information relating to your physical and mental health in order to obtain accurate quotes and to advise on the suitability of products (as insurance premiums and eligibility for products will in part depend on your physical and mental health). We will usually collect this information in the course of meetings with you, on specific questionnaires or in the process of completing an application form for such products and services.
Information about your sex life or sexual orientation.	Some providers may ask for this information in the course of your application for their products or services. We will never ask for this information for our own purposes.
Information about your racial or ethnic origin	Some providers may ask for this information in the course of your application for their products or services. We will never ask for this information for our own purposes.

We will only process the special category personal data listed above with your explicit consent. We ask for your consent to the processing of this data at the end of this Notice. You may choose not to provide us with this consent. **However, please note that if you do not provide us with your consent to collect and process the information listed in the table above:**

- **we may not be able to advise you fully in respect of certain products and services which require this information** (in particular those relating to health or life insurance).;
- **your application may be rejected by the providers of products and services which require this information; or**
- **the quotes for such products and services may be higher than would be the case if this information were provided.**

In some circumstances, we may receive information about you from third parties. In particular, we will receive information about you from Credit Reference Agencies and Fraud Prevention Agencies. This may include details of the products and services you have applied for, those lenders, finance and credit organisations with whom you have (and have had) an agreement with, the amounts advanced, the amount and frequency of repayments and whether you have made your repayments on time and in full. This will help us make the best possible assessment of your financial situation before we decide whether we can provide you with our services and/or recommend any specific products and services. It is in our legitimate interests to process your personal information for this purpose. We may also ask you to provide Letters of Authority to allow us to receive information about you from providers.

Who might my personal information be shared with?

We may disclose your personal information to the following categories of recipients:

- **to providers of financial services, insurance and investment products and services in respect of whom you request** us to submit applications on your behalf and to receive updates from such providers in order for us to provide our services to you throughout the lifetime of our relationship with you;
- to our **suppliers and partners** in order for them to help us provide our services to you, this includes:
 - our **IT systems providers** to assist us with providing you with an efficient, modern and professional service;
 - our suppliers of **audit and regulatory compliance support services** who may review our records containing your personal information in order to audit and report to us on our compliance with applicable laws and regulatory requirements;
 - our **accountants, solicitors, insurer(s) and insurance broker(s)** and any other provider of professional services to us;
- to **Credit Reference Agencies and Fraud Prevention Agencies** to help us make the best possible assessment of your financial situation before we decide whether we can provide you with services. We are also required to provide information to such agencies so that they can update the information which they hold about you and which they may share with other organisations;
- to **other financial institutions or regulatory bodies** with whom information is shared for money laundering checks, credit risk reduction and other fraud and crime prevention purposes;
- to a **prospective buyer** (and its agents and advisers) in the event we intend to sell any part of our business or its assets or if substantially all of our assets are acquired by a third party, in which case your personal information could form part of one of the assets we sell, provided that we inform the buyer it must use your personal information only for the purposes described in this Notice. We will never rent or sell your personal information other than as part of a sale of our business;
- to any **national and/or international regulatory, enforcement body, government agency or court** where we believe disclosure is necessary
 - (i) as a matter of applicable law or regulation (including where we are required by law to provide information to organisations such as HMRC),
 - (ii) to exercise, establish or defend our legal rights, or
 - (iii) to protect your vital interests of those of any other person; and
- to any **other person with your consent** to the disclosure or where we are permitted to do so by law.

Our legal basis for processing personal information

Our legal basis for collecting and using your personal information will depend on the personal information concerned and the specific context in which we collect it. In respect of the personal information and the purposes for which we may process your personal information which are set out in this Notice, we have confirmed the legal basis upon which we collect and process your personal information in the 'What type of personal information will be processed and why?' section above.

If we ask you to provide personal information to comply with a legal requirement or to perform a contract with you or with your explicit consent, we will make this clear at the relevant time and advise you whether the provision of your personal information is mandatory or not (as well as of the possible consequences if you do not provide your personal information).

Similarly, if we collect and use your personal information in reliance on our legitimate interests (or those of any third party), we will make clear to you at the relevant time what those legitimate interests are.

If you have questions about or need further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided under the "How to contact us" heading below.

International Data Transfers

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country (and, in some cases, may not be as protective). Specifically, our servers are located in the UK.

Your data protection rights

You have the following data protection rights:

- If you wish to **access, correct, update or request deletion** of your personal information, you can do so at any time by contacting us using the contact details provided under the "*How to contact us*" heading below;
- In addition, you can **object to processing** of your personal information, ask us to **restrict processing** of your personal information or **request portability** of your personal information. Again, you can exercise these rights by contacting us using the contact details provided under the "*How to contact us*" heading below.
- You have the right to **opt-out of marketing communications** we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you. To opt-out of other forms of marketing (such as postal marketing or telemarketing), then please contact us using the contact details provided under the "*How to contact us*" heading below.
- Similarly, if we have collected and process your personal information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. For specific information about our processing of your sensitive category personal data with your consent, please see the "*Your consent to us processing your special category personal data*" heading below.
- You have the **right to complain to a data protection authority** about our collection and use of your personal information. For more information, please contact your local data protection authority. (Contact details for data protection authorities in the European Economic Area, Switzerland and certain non-European countries (including the US and Canada) are available at http://ec.europa.eu/justice/data-protection/article-29/structure/data-protection-authorities/index_en.htm).

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

Data retention

We retain personal information we collect from you where we have an ongoing legitimate need to do so, for example:

- to provide you with a product or service you have requested us to provide,
- to perform our contractual obligations to you;
- to comply with applicable legal, tax or accounting requirements;
- to defend or manage any claims or complaints between us, you and any relevant third party including taking legal advice in respect of such claims in order to establish, exercise or defend our legal rights or such claims. This would include complaints and claims which you may bring against us or which are submitted to a court, regulatory authority or ombudsman.

When we have no ongoing legitimate need to process your personal information, we will either delete or anonymise it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

Updates to this Notice

We may change or update this Notice in order to maintain our compliance with applicable law and regulation or following an update to our internal practices. When we update our Notice, we will take appropriate measures to inform you, consistent with the significance of the changes we make.

How to contact us

If you would like to contact us in relation to this Notice or if you have any other questions in respect of our processing of your personal information, please contact the Data Protection Officer at Simpson Financial Services Ltd, 23a Cross Street, Leamington Spa, Warwickshire, CV32 4PX.

Communications about other products or services

We will contact you from time to time with details of new products, services, promotions, and other information which may be of interest to you unless you tick the relevant boxes below if you **do not want** to receive this information from us:

- | | |
|--------------------|--------------------------|
| by email | <input type="checkbox"/> |
| by post | <input type="checkbox"/> |
| by text message | <input type="checkbox"/> |
| by telephone | <input type="checkbox"/> |
| by social media | <input type="checkbox"/> |
| by automated calls | <input type="checkbox"/> |
| by our PFP | <input type="checkbox"/> |

Your consent to us processing your special category personal data

As explained above, we can only process the special category personal data listed in the table on page 6 with your explicit consent. We ask for your explicit consent to the processing of this data below. You may choose not to provide us with this consent. However, **please note that if you do not provide us with your explicit consent to process the special category personal data listed above, this may affect our ability to advise you on your options and it may limit the products and services which are available to you and may result in your application being rejected or result in higher quotes being provided to you** (in particular those relating to health or life insurance).

Do you consent to us processing the special category personal data listed in the table on page 3?

- Yes
- No

Client 1 Name

Client 1 Signature

Client 2 Name

Client 2 Signature

Date of signing