

# GAVIN TANK LONDON

## Terms Of Business

**GAVIN JR TANK  
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5<sup>TH</sup> FLOOR SENATOR HOUSE  
85 QUEEN VICTORIA STREET  
LONDON  
EC4V 4AB**

Gavin Tank is a Registered Individual of Quilter Financial Planning Solutions Limited, 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: 184591. Positive Solutions and [Trading Name] are trading styles of Quilter Financial Planning Solutions Limited.

- 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

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## 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 products from the whole market. We offer Life, Critical Illness, Private Medical Insurance, Income Protection, Whole of Life and General Insurance products from the whole the of the market.
<input type="checkbox"/>	We only offer products from a limited number of insurers for Accident Sickness & Unemployment, and Home Insurance. Ask us for a list of insurers we offer insurance from.
<input type="checkbox"/>	We can only offer products from a single insurer.
<input checked="" type="checkbox"/>	As part of our service, we will refer you to <b>Higos Insurance Services Limited</b> for Insurance. They will provide their own disclosure documents and confirm their terms. We are not responsible for the advice they give you, should you have any issue with their advice you will need to follow their complaints procedure.
<input checked="" type="checkbox"/>	As part of our service, we will refer you to <b>Higos Insurance Services Limited</b> for General Insurance. They will provide their own disclosure documents and confirm their terms. We are not responsible for the advice they give you, should you have any issue with their advice you will need to follow their complaints procedure.
Mortgages	
<input checked="" type="checkbox"/>	<p><b>Residential</b></p> <p>We offer an independent mortgage service. We offer a comprehensive range of mortgages from across the market, but not deals that you can obtain by going direct to the lender. Where you are increasing your borrowing, we will consider the merits of both a new first charge mortgage and securing this by an additional mortgage on a second charge basis. You may have the option of a further advance from your existing lender; however, we will only consider this where we are able to deal directly with the lender on your behalf. It may be in your best interests to explore this option and look at the further alternative of an unsecured loan, as these may be more appropriate for you.</p>
<input checked="" type="checkbox"/>	<p><b>Business Buy-to-Let; Consumer Buy-to-Let</b></p> <p>We offer an independent mortgage service. 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 type="checkbox"/>	We only offer mortgages from a limited number of lenders.
<input type="checkbox"/>	We only offer mortgages from a single lender

## WHAT YOU WILL PAY FOR MY SERVICES

Insurance	
<input type="checkbox"/>	A fee.
<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.
<input checked="" type="checkbox"/>	Where we refer you to <b>Higos Insurance Services Limited</b> for General Insurance, there will be no fee but, we will receive a payment if they arrange cover for you. The amount of the payment will vary according to circumstances but will typically be a maximum of 10% of the commission received by Higos.
You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.	
Mortgages	
<input type="checkbox"/>	<p>No fee. We will be paid by commission from the lender.</p> <p><b>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.</b></p> <p><b>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.</b></p>
<input checked="" type="checkbox"/>	<p><b>For residential mortgages –</b></p> <p><b>A percentage basis;</b></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 0.5% of the loan amount. For example, on a loan of £500,000, we would charge £2,500. Our maximum fee is 1% (e.g. £5,000 on a loan of £500,000; and our minimum fee is 0.25% (e.g. the fee is £1,250 on a loan of £500,000.</p>

	<p>Our fee is payable in stages: the first £500 is payable on application to cover our research, recommendation and implementation and the remainder at the point at which your mortgage offer is produced to cover negotiation, the production of your offer letter and the facilitate the successful completion of your mortgage.</p> <p>We would typically charge our minimum fee 0.25% for a standard remortgage for an existing client. We would charge our typical fee of 0.5% for a relatively complex residential purchase and we would charge our maximum fee of 1% for more complex scenarios such as debt consolidation, adverse credit mortgages and or multiple transactions</p> <p><b>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.</b></p> <p><b>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.</b></p>
	<p><b>Business Buy-to-Let; Consumer Buy-to-Let:</b></p> <p><b>A percentage basis;</b></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 0.5% of the loan amount. For example, on a loan of £500,000, we would charge £2,500. Our maximum fee is 1% (e.g. £5,000 on a loan of £500,000; and our minimum fee is 0.25% (e.g. the fee is £1,250 on a loan of £500,000.</p> <p>Our fee is payable in stages: the first £500 is payable on application to cover our research, recommendation and implementation and the remainder at the point at which your mortgage offer is produced to cover negotiation, the production of your offer letter and the facilitate the successful completion of your mortgage.</p> <p>We would typically charge our minimum fee 0.25% for a standard BTL remortgage for an existing client. We would charge our typical fee of 0.5% for a relatively complex BTL purchase and we would charge our maximum fee of 1% for more complex scenarios such as debt consolidation, adverse credit mortgages and or multiple transactions</p> <p><b>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.</b></p> <p><b>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.</b></p>

<input checked="" type="checkbox"/>	If you ask us to 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 a 35% of the broker fee amount (The broker fee is 4.00% of the loan amount subject to a minimum of £500.00 and a maximum of £2,000.00 (e.g. £2,000 is 4% on a loan of £50,000)).
You will receive a mortgage illustration when considering a particular mortgage, which will tell you about any fees relating to it.	
<b>Refund of mortgage fees</b>	
If we charge you a fee, and your mortgage does not go to offer stage, you will receive:	
<input type="checkbox"/>	A full refund if the lender rejects your application.
<input type="checkbox"/>	A refund of if your application falls through.
<input checked="" type="checkbox"/>	No refund if you decide not to proceed.

### 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.

### 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](mailto: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](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://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 – Quilter Financial Planning Solutions Limited**

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

**5<sup>TH</sup> FLOOR SENATOR HOUSE  
85 QUEEN VICTORIA STREET  
LONDON  
EC4V 4AB  
Tel: 07980 561563**

### **Our Regulator - The Financial Conduct Authority**

Gavin Tank of Quilter Financial Planning Solutions Limited (FCA register number is 184591) is an Appointed Representative of Quilter Financial Planning Solutions Limited (FCA Register number 184591) of Senator House, 85 Queen Victoria Street, London, EC4V 4AB and is authorised and regulated by the Financial Conduct Authority.

The permitted business of Quilter Financial Planning Solutions 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 Charges. 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

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.

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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 provider to arrange a financial product or service. If we did not do this, we would be liable for VAT on the fees charged. VAT is not applicable on the fees we charge for intermediation services. In arranging the sale of retail financial products an adviser fee made for advice, even if you decide not to proceed with the purchase of the recommended product, will remain VAT free where the adviser has provided you with full advice services up to that point, including all relevant documentation.

In the event that the advice services we provide become ancillary to our intermediation services, VAT may become chargeable (e.g. we review your entire financial circumstances but make no or limited recommendations).

Should this change in the future, and where VAT becomes due, we will notify you before conducting any further work. In any case, where VAT is payable on our services it will be charged in addition to the agreed 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 Financial Planning Solutions Limited 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](http://www.fscs.org.uk)

## **The Law that we operate under**

All 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. Before collecting any data from you, you will be issued with a Privacy Notice, which will explain in full how we collect, process and store your personal data as well as the purposes for which we require your personal data under the relevant UK laws, and you will be asked to agree to the collecting, storing and use of your Personal Data and any Special Category Data for the purpose of providing advice.

## **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 accessed 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](mailto: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.