Octo Financial Planning Ltd

Mortgage and Protection Agreement



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" To provide professional financial advice which protects and enhances our clients' assets and builds long-term relationships based on trust, mutual respect and integrity."

Should you require this document in large print,
please contact your adviser or telephone: 0113 302 1360

Octo Financial Planning Ltd

Purpose Of This Document

This document sets out the basis on which we will conduct business with you on your behalf. It is an important document and we would ask you to read it carefully and if you are unsure of any of its terms please ask. This document has been designed to be given to consumers considering buying certain financial products or seeking financial advice. It explains the service being offered and how you will pay for it.

The latest version of this document is available to download from our website or please ask us for a copy which we will be happy to supply.

Who We Are

Octo Financial Planning Ltd is an appointed representative of 2plan wealth management Ltd.

2plan wealth management is a national advisory firm consisting of financial advisers and mortgage and protection specialists.

Launched in July 2007, we have grown to become one of the leading firms of financial advisers in the UK.

Our head office administration, technology and regulatory teams provide dedicated service and support to all our advisers across the UK.

The key foundation of our business model is providing professional financial advice.

We act solely in the best interests of our clients at all times. We do not act on behalf of any product provider, bank or insurance company.

Our Commitment To You

The "client experience" is paramount and all our advisers pride themselves in building lasting professional client relationships.

We aim to ensure that all our clients will always view 2plan wealth management as their trusted adviser.

We take the time to ensure that all our product recommendations and services that we provide deliver the best possible outcomes for all our clients.

Prior to providing you with any advice we will take time to understand your current needs, circumstances, attitude to risk and capacity for loss. Any advice provided will be confirmed to you in writing.

What We Do

Our primary focus is on the provision of professional advice for private individuals.

Our business model centres on highly structured technology-based processes. This enables us to deliver a highly streamlined cost-efficient service proposition for all our clients.

As a client you may be offered access to our Client Access Portal website. This provides a secure communication facility to allow you to receive documents and messages from your adviser, reply to any correspondence along with viewing valuations for certain policies.

We also publish newsletters and key documents to keep you informed.

What Can You Expect As A Client?

- Professional and personal advice from a qualified financial adviser
- Support from one of the UK's leading financial advisory firms, regulated by the Financial Conduct Authority (FCA)
- We will provide transparent costs and charges
- Security and safety with an embedded commitment to regulatory and professional standards throughout.

What We Stand For

Our approach is to build trusted, professional relationships with our clients. We aim to provide a truly personal service through an individually tailored client experience. This will be achieved with maximum efficiency, without sacrifice to the quality of service or advice.

We act solely on behalf of our clients and have their best interests at heart at all times.

Professional financial advice does however come at a cost in much the same way as obtaining professional legal or accountancy advice.

As Warren Buffett said *"Price is what you pay - Value is what you get"*.

Vulnerable Clients

We understand that from time to time our clients may find themselves dealing with circumstances which could mean they are potentially vulnerable. For example, a change in health, caring for a family member or coping with the loss of a loved one. There are many different types of vulnerability, and what makes one person vulnerable might not affect someone else. When we are vulnerable, our need for financial advice may change. However, admitting vulnerability or seeking help can sometimes feel hard.

If this is something you would like to discuss with your adviser please ask for a copy of our Vulnerable Client Guide. This guide is designed to help explain vulnerability and the ways in which we might be able to support you. If you feel any of the circumstances in the brochure apply to you, please talk to us.

About My Services

Whose Products and Which Services Do I Offer?

Non-Investment Insurance

I am an insurance intermediary representing you, not an insurer. I offer products from a range of insurers on the basis of a fair and personal analysis of the market for life assurance, critical illness, income protection, private medical and household insurances. I will advise and provide you with a personal recommendation after I have assessed your insurance needs and arrange the recommended policy with the insurer on your behalf.

You have the option of paying for this service as a fee, or alternatively, we can be paid a commission from the recommended insurer which is a percentage of your total annual premium.

It is your duty to disclose any relevant and requested details regarding your personal circumstances to the recommended insurance provider, both before the insurance contract commences and throughout the duration of the contract. Failure to do so could mean that the insurance is invalidated or any claims will be refused.

Mortgages

I offer mortgages from the whole market for both first charge and second charge loans and am not limited in the range of mortgages I can consider for your needs and objectives.

A Buy to Let mortgage taken out for the purposes of business is not regulated by the Financial Conduct Authority (FCA).

We will advise and make a recommendation for you after we have assessed your needs. Our advice is based on your current recorded circumstances and also the current interest rates published by the mortgage lenders which can change.

Alternative Finance Options

Where you are looking to increase the borrowing secured on a property that is subject to an existing regulated mortgage, the following alternative finance options may be available and considered more appropriate than a new first charge mortgage:

- A further advance from the existing mortgage lender
- A second charge regulated mortgage contract
- Unsecured lending

Throughout this document where we refer to your mortgage, we also include these products and advice areas mentioned above.

Equity Release

Where you are eligible for equity release, we provide advice on a range of products. There are two main types of equity release product on the market; these are lifetime mortgages and home reversion plans. We only provide advice on lifetime mortgages and not on home reversion plans, and we will consider all lifetime mortgages available within the intermediary market. This advice can only be provided by a qualified expert and your adviser will be able to discuss this with you and refer you to a specialist adviser if necessary.

Your rights

Octo Financial Planning Ltd must take steps to ensure you are correctly categorised as a customer in order to provide you with the appropriate protection under the rules of our regulator the Financial Conduct Authority (FCA).

Who Regulates us?

Octo Financial Planning Ltd is an appointed representative of 2plan wealth management Ltd which is authorised and regulated by the Financial Conduct Authority (FCA).

It is entered on the Financial Services Register under reference number 461598. You can check this by visiting the FCA website (www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

Our permitted business is advising on, and arranging pensions, protection, mortgages, investment and non-investment insurance

What To Do If You Have A Complaint

We have a complaint handling process and this can be located on our website or provided to you separately, please ask us for a copy which we will be happy to supply.

If you wish to register a complaint, please write to
2plan wealth management Ltd, 3rd Floor,
Bridgewater Place, Water Lane, Leeds, LS11 5BZ
or telephone 0113 302 1360 or email us at admin@2plan.com.

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.

In the unlikely event that your provider is unable to pay claims because it has stopped trading, you may be able to claim from the FSCS.

You can find out more by visiting www.fscs.org.uk

Methods of Communication

Unless you advise us otherwise, we will communicate with you via one or more of the following methods, face to face, email, secure website, SMS, telephone and letter.

We will communicate with you at all times in the English language. All documents provided and written by 2plan wealth management Ltd as well as other documents we leave with you from relevant third parties will be written in the English language. Calls may be monitored and recorded for record-keeping, training and quality-assurance purposes.

Who Owns 2plan Group Ltd?

2plan Group Ltd is a wholly owned subsidiary of Openwork Holdings Ltd.

2plan wealth management Mortgage and Protection Process

The following provides more information about each stage of the process:



Consultation

Your mortgage adviser will first introduce themselves and provide information about 2plan wealth management, how we would like to work with you, the services we can provide and the cost of these services. We will talk to you about your mortgage and protection needs and objectives. We will need to understand your mortgage and protection priorities and timelines for achieving them.

We cannot guarantee that we can meet all your objectives and goals but we can work with you to help you work towards them.

Throughout the fact-finding process we will gather personal and financial information from you so we can work out our recommendations and advice. A key part of the Mortgage and Protection Process is deciding on what services you would like and to agree how you would like to pay for them.

As part of this stage, we may produce a financial plan to establish your short term and long-term financial goals. This report will clarify the actions required to achieve your various goals and focus attention on important immediate steps, such as reducing debt, examining expenditure or ensuring liabilities can be met in the event of death or illness. Your adviser may charge a fee for this plan and will make this clear before commencing any work. You will receive a written copy of the plan for you to read and understand.

Advice

We will only provide advice on mortgages and protection policies to ensure that we can find the most appropriate solution for your needs at this time.

After working through the Consultation stage, we will then spend some time gathering further information about your current mortgage and protection plans, policies and any financial commitments. Taking all these into account and based on your objectives and priorities, we will then be able to provide you with tailored recommendations.

We will always provide advice and ensure that suitable recommendations are made for your specific needs. Some mortgage products are only available directly from the lender, we will not consider these direct products as part of our research process.

When we recommend a mortgage to you we will always provide you with a mortgage illustration prior to completing the lender's application form. This sets out the basis of the mortgage and any fees associated with it. You can also request from us at any time a mortgage illustration for any mortgage that we are able to offer.

Implementation

The Implementation stage will put in place the recommendations agreed with you on the tailored area or areas of advice identified to meet your mortgage and protection needs and objectives.

We will assist you in the completion of the relevant application(s) and any additional information required for submission to the product provider or lender. It is vitally important you check all the information you have provided is correct before you sign any documents. We will then monitor the processing of your application(s) through to policy issue and ensure you finally receive the related policy documentation.

We will also issue you with a suitability report that will confirm your objectives and our advice and recommendations to you in achieving these objectives.

Please ensure you are clear with us on the services you want and how you will pay for them before we proceed with any work that may incur a charge for you. You can agree with us that we should not exceed a specified budget limit without first consulting with you and receiving your written commitment to proceed further.



What Will You Have To Pay Us For Our Services?

For the provision of our professional mortgage and protection advice services, you can choose how you would prefer to pay for these services. You can choose to pay your adviser by a fee, by commission or a combination of fee and commission. No charges will be made until it has been agreed with you.

When a fee is payable we will agree the basis of the charge. This is typically a fixed fee.

We will also agree with you whether any commission we receive from the lender or insurer will be retained or refunded to you.

We may agree a fee is payable for researching the mortgage market and providing you with mortgage related advice and this could be payable at outset. Our fee for this service is up to £1250.

Should your advice needs involve advising on equity release or other lifetime mortgage plans, we will agree our fee with you and when this fee becomes payable. Our fee for this service is up to £1799.

If you buy a non-investment insurance product, we will normally receive commission from the product provider. Although you may pay nothing to us upfront, that does not mean our service is free. You still pay us indirectly through product charges. Product charges pay the product provider's own costs and any commission which is a percentage of your total annual premium.

We will tell you how much the actual amount of commission will be before you complete any application forms, but you may ask us for this information earlier. You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

All commissions will be appropriately disclosed in the Implementation stage of the Mortgage and Protection Process. Commissions will be shown in an appropriate illustration for protection products or a Key Facts Illustration for mortgages.

If we recommend a mortgage for you, the lender may also charge you a fee. Typically, a lender will charge a booking fee (to book the mortgage product) and an arrangement fee. Arrangement fees can be added to the loan but lenders cannot automatically add these fees without your consent. We will discuss this with you before you proceed and explain the options of paying for these fees. You will then need to inform us if you prefer to have these fees added to the loan or pay the lender directly.

Your Commitment

We will need you to ensure that we are notified of all relevant aspects of your personal and financial circumstances and are informed as soon as practicable of any changes to your financial prospects or circumstances. We need you to read any reports supplied. We need you to formally approve and sign the client consent form. We need you to send any requested information back as swiftly as possible to enable us to provide a superior service and produce reports or provide advice in an accurate and timely manner. We may also need your authority to speak with your other professional advisers such as your accountant or solicitor where required.

Policy Documents And Contract Notes

In most cases, your provider will issue all documents showing ownership of your plans/contracts to your home address. Should we receive these documents, we will forward all documents to you as soon as practically possible.

Material Interests

There could be an occasion where a material interest or conflict of interest may or does arise. If this happens, or we become aware that our interests or those of one of our other clients conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. There may be occasions when we will be unable to act for one of the parties. For more information please visit our website or ask us for a copy of our conflicts of interest policy which we will be happy to supply.

Data Protection

Octo Financial Planning Ltd and your financial adviser need to collect and use your personal data, and in certain circumstances sensitive personal data in relation to health conditions, dependent upon the type of advice provided. We recognise that the lawful and correct treatment of personal data is very important to provide accurate financial advice and to maintain your confidence in ourselves.

When we handle, process and store your information, it will only be used for the purpose for which it was collected and the fulfilment of any services as a result of our financial advice. We conform with the relevant data protection legislation in force. If your consent has been obtained to use your data for any other purpose it can be withdrawn at any time by writing to Octo Financial Planning Ltd, Sackfords Mole Hill Green Felsted CM6 3JP or emailing to info@octofp.com.

A form of profiling (which will give us a clear view of your circumstances) may be used as part of the advice process. Where this is done, you will be shown its recommendations and you will be provided with the opportunity to review and amend its output.

Where certain business services are provided by third parties to assist in the fulfilment of the advice provided, circumstances may warrant the disclosure of more than just your basic contact information. On such occasions your personal information held by Octo Financial Planning Ltd may be disclosed on a confidential basis in accordance with the necessary legislation in force at that point in time. We will ensure that third parties we use agree that our data is managed with the same level of protection as at Octo Financial Planning Ltd.

These services may include evidence to confirm your identity and rules on anti-money laundering. Your details may be made available to third parties where required by law, court order or regulation. This may include police or security services and we may check your information with fraud prevention agencies to prevent or detect fraud. If false or inaccurate details were supplied and we suspect fraud, this will be recorded.

Your data will be stored within the UK and records of our business transactions will be kept for at least six years. You have the right to access, transfer, rectify, erase, restrict and object to the processing of your personal data subject to the provisions of relevant legislation. Whilst we will endeavour to keep your information up to date, we cannot be held responsible for information becoming inaccurate due to your change of circumstances if you fail to inform us of those changes. Should you decide to contact Octo Financial Planning Ltd via email, please ensure that you do not provide any confidential information as there could be a risk of interception using an unsecure address.

If you wish to obtain details of your personal information or make a complaint in relation to your personal data, you can write to us at any time. Please address any correspondence to: Data Protection Officer, Octo Financial Planning Ltd, Sackfords Mole Hill Green Felsted CM6 3JP. In addition, you can make a complaint to the Information Commissioners Office, contact details can be found at www.ico.org.uk.

We reserve the right to amend our policy as above at our discretion or where regulation and law necessitate. The latest version of this policy will be available at www.octofp.com.

Non-Investment and Mortgage

Objectives & Restrictions

Following the issue of this agreement, any subsequent advice or recommendation offered to you will be based on your stated objectives and any restrictions you wish to place on the type of policies you are willing to consider. Details of your stated objectives will be included within the suitability report we will issue to you to confirm our recommendations. Unless confirmed in writing to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

Identity Verification

As part of our advice process we are required to obtain evidence of your identity. In order to complete this we may perform an electronic identity check and keep this record on your file.

Client Money

For your additional security we do not handle your money. In respect of premiums payable to lenders or insurance companies we never accept a cheque made payable to 2plan wealth management Ltd or the adviser or cash. They should always be paid direct to the provider.

We only accept cheques made payable to 2plan wealth management Ltd in settlement of fees or charges and a receipt will be provided unless VAT is chargeable; in which case an invoice will be issued. We also accept other payment methods such as bank transfer and direct debits.

You should never make cheques payable directly to your adviser or pay any fees in cash.

Professional Indemnity Insurance

2plan wealth management Ltd shall at all times maintain professional indemnity insurance to at least the minimum level specified by the FCA.

Termination Of Authority

You or we may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to these terms of business unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any charges which may be outstanding.

Other Benefits We May Receive

We advise on a range of products from a range of firms. Some of these firms provide us with training which enables the enhancement of our services to you.



Client Consent

Advice reference:

Having understood the 2plan wealth management Mortgage and Protection Process, you confirm that it is your intention to proceed with the purchase of a financial product(s) providing the advice and recommendation(s) meet your needs. However you understand that you are not under any obligation to purchase the product(s) recommended:

Client 1 ☐

Client 2 ☐

You have a choice about how the cost of services is met. Please confirm below:

Agreed	Next Steps
☐ Fee Paid by You	No commission will be received by 2plan wealth management. Please complete the relevant fee options opposite.
☐ Commission. For mortgages, commission is usually described as a procuration fee	Amount to be confirmed by your adviser if a product is recommended.
☐ Combination of fees and commission	The amount of commission or procuration fee will be disclosed by your adviser. A fee agreement will also be completed. Please complete the relevant fee options opposite.

Refund of Mortgage Fees

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

- ☐ A full refund if we cannot obtain a mortgage for you.
- ☐ A refund of £ _____ if we arrange a mortgage for you which you subsequently decline.
- ☐ A refund of £ _____ if your application falls through.
- ☐ No refund if: you decide not to proceed with our services / your transaction does not proceed / we are unable to obtain you a mortgage because of your personal circumstances which you have not disclosed to us. (delete as appropriate)

☐ You may contact me/us from time to time with new mortgage offers.

Mortgage Fee Options

- A fee of £ _____ payable for our mortgage advice services. This fee applies to researching the mortgage market and providing you with mortgage-related advice. This is payable at outset.
- A fee of £ _____ payable on application. We will refund to you any commission we receive from the lender.
- A fee of £ _____ payable on receipt of the mortgage offer. We will refund to you any commission we receive from the lender.
- A fee of £ _____ payable on completion. We will refund to you any commission we receive from the lender.
- A fee of £ _____ payable on application. We will also retain all commission paid by the lender.
- A fee of £ _____ payable on receipt of the mortgage offer. We will also retain all commission paid by the lender.
- A fee of £ _____ payable on completion. We will also retain all commission paid by the lender.
- A fee of £ _____ for producing a financial plan.

You will receive a mortgage illustration when considering a particular mortgage, which will tell you about any fees relating to it. It is important that you and understand this document. Please raise any questions.

Non-Investment Insurance

We can be paid by fee, commission or a combination of both. You have a choice about how to pay. Please confirm below:

- ☐ Payment by fee — Insert amount of agreed fee — £ _____
- ☐ Payment by commission. The amount to be confirmed by your adviser if a product is recommended
- ☐ Combination of fees and commission — Insert amount of agreed fee — £ _____

Adviser Copy

Client Consent

Advice reference:

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- A fee of £ _____ payable on completion. We will refund to you any commission we receive from the lender.
- A fee of £ _____ payable on application. We will also retain all commission paid by the lender.
- A fee of £ _____ payable on receipt of the mortgage offer. We will also retain all commission paid by the lender.
- A fee of £ _____ payable on completion. We will also retain all commission paid by the lender.
- A fee of £ _____ for producing a financial plan.

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Non-Investment Insurance

We can be paid by fee, commission or a combination of both. You have a choice about how to pay. Please confirm below:

☐ Payment by fee	Insert amount of agreed fee	£
☐ Payment by commission. The amount to be confirmed by your adviser if a product is recommended		
☐ Combination of fees and commission	Insert amount of agreed fee	£

Communication via a secure website

2plan wealth management, their group companies and your financial adviser may communicate by sending you a link to our Client Access Portal. This enables communications to be delivered efficiently and safely whilst reducing paperwork.

Would you like to receive information from 2plan wealth management, their group companies and your financial adviser?

2plan wealth management, their group companies and your financial adviser believes it is important to keep in touch with you and would like to occasionally send you information about products and services news and events.

Yes, I would like to receive information as described above. Please tick all boxes which apply:

Client 1: By Post ☐ By Email ☐

Client 2: By Post ☐ By Email ☐

If at any point you wish to withdraw your consent, please email admin@2plan.com or write to us at 2plan wealth management Ltd, 3rd Floor, Bridgewater Place, Water Lane, Leeds, LS11 5BZ.

PARTIES

2plan wealth management Ltd (company registration number 05998270) of 3rd Floor, Bridgewater Place, Water Lane, Leeds LS11 5BZ (the "Company"); and

Name of Client 1

Name of Client 2

Address

Client 1 Signature

Client 2 Signature

Date signed

Signed

Adviser

Signature

Date of issue

Adviser Charge Agreement Terms And Conditions

Any agreements are made between you and 2plan wealth management Ltd. Registered Office: 3rd Floor, Bridgewater Place, Water Lane, Leeds, LS11 5BZ.

Whereby it is agreed:

1. The terms of business of this Personal Client Agreement will come into effect from the date of issue.
2. In consideration for providing the service of a financial adviser the client will pay a fee to 2plan wealth management Ltd as above. The client indicates the agreed options when signing this agreement.
3. Where appropriate, expenses, disbursements and Value Added Tax will be added to the charge.
4. All payments shall be made payable to 2plan wealth management Ltd.
5. Where VAT is payable an invoice will be issued by 2plan wealth management Ltd.
6. Should any payment remain outstanding beyond 28 days, 2plan wealth management Ltd reserves the right to charge interest at 3% over the base rate of The Bank Of England for any period in excess of 28 days that the payment remains outstanding.
7. Where it becomes evident that an overpayment has been made in relation to this agreement, 2plan wealth management Ltd will endeavour to repay funds back to you within 14 days of discovering the overpayment.
8. You authorise 2plan wealth management Ltd to liaise with your other professional advisers in exchanging relevant personal information pertinent to your financial planning requirements and to rely on any such information provided.
9. We may change the Terms, including our fees and charges, from time to time in whole or in part either with immediate effect, by your written agreement with your financial adviser or by 2plan wealth management notifying you of any changes in writing and providing you with 30 days' notice. If you feel you no longer require any ongoing service then you can write to us at the address above and tell us this. We will then inform your financial adviser and cancel any ongoing charges.

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7. Where it becomes evident that an overpayment has been made in relation to this agreement, 2plan wealth management Ltd will endeavour to repay funds back to you within 14 days of discovering the overpayment.
8. You authorise 2plan wealth management Ltd to liaise with your other professional advisers in exchanging relevant personal information pertinent to your financial planning requirements and to rely onany such information provided.
9. We may change the Terms, including our fees and charges, from time to time in whole or in part either with immediate effect, by your written agreement with your financial adviser or by 2plan wealth management notifying you of any changes in writing and providing you with 30 days' notice. If you feel you no longer require any ongoing service then you can write to us at the address above and tell us this. We will then inform your financial adviser and cancel any ongoing charges.





www.octofp.com

Octo Financial Planning Ltd is an appointed representative of 2plan wealth management Ltd which is authorised and regulated by the Financial Conduct Authority (FCA).

Octo Financial Planning Ltd's registered address is 127 Unthank Road Norwich Norfolk NR2 2PE. Telephone number 07786 225839.

2plan wealth management Ltd's registered address is 3rd Floor, Bridgewater Place, Water Lane, Leeds, LS11 5BZ. 2plan wealth management Ltd is a wholly owned subsidiary of 2plan Group Ltd. 2plan wealth management Ltd is authorised and regulated by the Financial Conduct Authority. It is entered on the Financial Services Register under reference 461598. You can check this on the register by visiting the FCA website (www.fca.org.uk/register) or by contacting the FCA at 12 Endeavour Square, London E20 1JN or telephone 0800 111 6768.

MPA AR November 2023