

About our Services Cost and Privacy Policy

Elsby Associates Limited
Genesis Business Centre
Innovation Way
Stoke-on-Trent
ST6 4BF
Tel: 01782 766 662

1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. This document is designed by the FCA to be given to consumers considering buying certain financial products. You need to read this important document. It explains the service you are being offered and how you will pay for it.

2. Whose products do we offer?

Insurance	
✓	We will carry out a 'fair analysis' of the market in order to identify a suitable product. This means that we will compare products from a sufficiently large range of insurance providers for Non Investment Life Insurance, Critical Illness Cover, Income Protection, Accident Sickness & Unemployment and Buildings and/or Contents Insurance.
	We only offer products from a limited number of insurers.
	We only offer products from a single insurer.
Mortgages	
✓	We offer mortgages from the whole market including second charge loans, but not deals only available direct through a lender.
	We offer mortgages from a restricted market of first charge loans only and not deals only available direct through a lender.
	We only offer mortgages from a limited number of lenders.
	We only offer mortgages from a single lender.

3. Which service will we provide you with?

Insurance	
✓	We will advise and make a recommendation for you after we have assessed your needs for Non Investment Life Assurance, Critical Illness

	Cover, Income Protection, Accident Sickness & Unemployment & Home Content Insurance.
	You will not receive advice or a recommendation from. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
Mortgages	
✓	We will advise and make a recommendation for you on mortgages after we have assessed your needs.
	You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of mortgages that we will provide details on. You will then need to make your own choice about how to proceed.

4. What will you have to pay us for our services?

Insurance	
	A fee.
✓	No fee for arranging your Non Investment Life Assurance, Critical Illness Cover, Income Protection, Accident Sickness & Unemployment & Home Content Insurance. We will be paid commission based on the premium for any policy arranged
You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.	
Mortgages	
<input type="checkbox"/>	A fee of £195 will be payable upon completion of your mortgage application. We will be paid by commission from the lender.
<input type="checkbox"/>	A fee of £495 will be payable, we will charge upon submission of your mortgage application £195 and then the balance of £300 upon a mortgage offer being issued from the lender. We will also be paid commission from the lender.
<input type="checkbox"/>	No fee will be payable upon completion of your mortgage application. We will be paid commission from the lender.
You will receive a mortgage illustration when considering a particular mortgage, which will tell you about any fees relating to it.	

Refund of fees

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

	A full refund if the lender rejects your application.
✓	No refund.

5. Who regulates us?

Elsby Associates Limited is an appointed representative of Julian Harris Adviser Network Limited, Julian Harris House, Musgrove, Ashford, Kent, TN23 7UN, which is authorised and regulated by the Financial Conduct Authority. Julian Harris Adviser Network Limited FCA Register number is 304155. Elsby Associates Limited, Genesis Business Centre, Innovation Way, Stoke-on-Trent, ST6 4BF. Company No. 11232168

Julian Harris Adviser Network Limited permitted business is advising and arranging mortgages, non-investment insurance contracts, investments and pensions.

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

You may be selected to receive a feedback questionnaire about our service, which will be sent from Julian Harris Adviser Network Limited. Completion of the questionnaire is optional, however your feedback is appreciated. Responses are treated confidentially and are used to help ensure the fair treatment of customers.

6. What to do if you have a complaint

If you wish to register a complaint, please contact us:

In writing: Write to The Compliance Officer, Julian Harris House, Musgrove, Ashford, Kent TN23 7UN.

By phone: Telephone 01233 661960.

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

Please be aware that in the event of an unresolved complaint, any action will be in the Courts of the United Kingdom.

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

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance

Protection is at 100% where claims:

1. Arise in respect of a *liability subject to compulsory insurance*; or
2. Arise from the death or incapacity of the policyholder due to injury, sickness, or infirmity.

Protection is at 90% where claims arise under other non-compulsory types of policy with no upper limit.

Mortgages

Mortgage advising and arranging is covered for up to a maximum of £85,000, per eligible person, per firm.

Further information about compensation scheme arrangements is available from the FSCS www.fscs.org.uk.

Fee Agreement

In consideration of Elsby Associates Limited arranging a loan/mortgage on my/our behalf, I/we agree to pay the fee(s) for the services as stated below:-

Services	Fee
<input type="checkbox"/> Administration (Upfront/on application)	£
<input type="checkbox"/> Arrangement/Broker Fee (on offer)	£
Total Fee(s) Payable	£

I/we understand that the fee(s) mentioned above is charged by Elsby Associates Limited and not the lender, and is incremental of any fees/charges by the lender as stated in the Fee Section of the Key Facts and Illustration document given to me/us.

Other Conditionality

I/we understand that in the event of withdrawal of the mortgage/loan application prior to offer, or in the event of the application being declined, the fee(s) stated above is:-

- Refundable in full
- 50% refundable
- Non-refundable

I/we understand that in the event of a Mortgage Offer being made (matching the Key Facts Illustration given to me/us) and if I/we choose not to proceed with the Mortgage Offer, the fee(s) stated above is:-

- Refundable in full

50% refundable

Non-refundable

Terms of Business

1. Instructions from You

The Company normally asks You to give written instructions in order to avoid possible disputes. The Company will, however, accept Your oral instructions, provided they are confirmed in writing.

The Company may prior to acting on Your behalf require production of adequate evidence of Your identity/residence. You hereby agree to provide such evidence on request or for us to obtain this via electronic means.

The Company's authority to act on Your behalf may be terminated at any time without penalty and without prejudice to the completion of transactions already initiated, by either party giving immediate notice in writing to that effect to the other. Transactions in progress at the time of termination shall be processed to completion as if the termination had not taken place, unless specifically aborted by you in writing.

2. Conflicting Interests

The Company offers impartial advice but occasions can arise when it, or one of its Advisers/Appointed Representatives or another client, will have some form of interest in business, which the Company is transacting for You. If this happens, or the Company becomes aware that its interests or those of one of its Advisers/Appointed Representatives or other clients, conflict with Your interests, the Company will inform You in writing and will obtain Your consent before carrying out Your instructions.

3. Fees & Charges

Arranging a mortgage or other home finance product for You may involve Arrangement, Booking, and Valuation fees and the payment of commission (Procurator fee) to the Company by the relevant lender/product provider. You should refer to the Mortgage Illustration for details of all costs and charges associated with any recommended mortgage.

We will agree with You how we will be remunerated at the initial meeting. Our scope of services is confirmed in the "about our services" document. All fees and commissions applicable will be disclosed to You in the Suitability Report.

4. Client Money

Elsby Associates Limited and Julian Harris Adviser Network Limited do not handle clients' money. We never handle cash or accept a cheque made out to us, unless the cheque is in settlement of charges or disbursements for which we have sent you an invoice. All cheques for premiums or any mortgage/home finance/insurance related payments must be made payable to the product provider/lender/insurer.

5. Documentation and Information

The Company will forward to You all documents concerning the matters they have arranged for You as soon as practicable after they receive them. Where a number of documents relating to a series of transactions is involved, the Company will normally hold each document until the series is complete, then forward them to You.

The Company may, in appropriate circumstances, place Your mortgage related insurance business through another authorised broker, arrange for You to deal directly with the relevant Insurer, or make special arrangements with a particular Insurer concerning the issue of policies or the handling of claims. In such circumstances, the Company will advise You accordingly.

The Company will also provide You with information relevant to Your mortgage/home finance/insurance needs, covering such items as an explanation of the main repayment methods and the implications of taking out a mortgage. All advice given and recommendations made, including the underlying reasoning will be confirmed to You in a Suitability Report.

It should be noted that it is your duty to report all information that could be considered a material fact in relation to the insurance contract you have proposed. In addition, you should read carefully the policy wording (once received) and familiarise yourself with any further requirements to inform the insurer about a fact that might have an effect on the policy in the future. Failure to disclose such material facts may render the insurance invalid and will therefore not provide the cover you expect.

6. Complaints, Claims and Client Classification

If You wish to register a complaint or make a claim about the service You have received from the Company, please refer to clauses 6 & 7 of our Initial Disclosure Document supplied:

The Company's Complaints Procedure (copy of which is available on request) is without prejudice to the client's rights to lodge a formal complaint with the Financial Ombudsman Service.

Customers (Clients) to whom these Terms apply are classified under the FCA Rules as "Retail" and "Commercial" customers for General Insurance business. Clients classified as "Commercial" customers will normally have lesser rights to information disclosure, complaints and compensation than those classified as "Retail" customers.

You should note, at all times that, **YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE. BUY TO LET (PURE) AND COMMERCIAL MORTGAGES ARE NOT REGULATED BY THE FCA.**

Elsby Associates Limited Privacy Notice

Your Personal and Sensitive Personal Data – what is it?

Personal Data relates to a living individual who can be identified from that data; Sensitive Personal Data covers specific information such as health details, origins and opinions. Identification can be by the information alone or in conjunction with any other information in the Data Controller's possession or likely to come into such possession. The processing of Personal Data is governed by the General Data Protection Regulation 2016/679 (the "GDPR") **and the Data Protection Act 2018.**

Who are we?

Elsby Associates Limited is the Data Controller ("we", "us"). This means they decide how your Personal Data is processed and for what purposes.

How do we process your Personal Data?

We comply with our obligations under the GDPR by keeping Personal and Sensitive Data up to date; Sensitive Personal Data covers specific information such as health details, origins and opinions by storing and destroying it securely; by not collecting or retaining excessive amounts of data; by protecting Personal Data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to protect your data.

We use your Personal and Sensitive Data for the following purposes:

- To provide our advice and implementation service in respect of financial products, such as mortgages, life assurance, pensions and investments;
- To keep in contact with our clients about products and services which we believe may be of value to them;

What is the legal basis for processing your Personal Data?

Article 6 Processing

- Consent of the Data Subject; where we are marketing to the public.
- Processing is necessary for the performance of a contract with the Data Subject or to take steps to enter into a contract; where we have been engaged to provide financial services.

Article 9 Processing

- Explicit consent of the Data Subject; where we wish to tell people about events, news, services

- Processing is necessary for the establishment, exercise or defence of legal claims or where courts are acting in their judicial capacity;

Sharing your Personal Data

Your Personal and Sensitive Data will be treated as strictly confidential and will be shared only with Julian Harris Adviser Network Limited and providers of financial service products, third-party data storage providers and legal or regulatory authorities if obliged to do so.

We keep your Personal and Sensitive Data for no longer than reasonably necessary and we only retain your data for servicing the financial services provided where agreed and in case of any legal claims and for regulatory purposes.

Your rights and your Personal Data

Unless subject to an exemption under the GDPR, you have the following rights with respect to your Personal Data:

- The right to request a copy of your Personal and Sensitive Data which we hold about you;
- The right to request that we correct any Personal or Sensitive Data if it is found to be inaccurate or out of date;
- The right to request your Personal and Sensitive Data is erased where it is no longer necessary for us to retain such data;
- The right to withdraw your consent to the processing at any time;
- The right to request that the Data Controller provide the Data Subject with his/her Personal Data and where possible, to transmit that data directly to another Data Controller;
- The right, where there is a dispute in relation to the accuracy or processing of your Personal Data, to request a restriction is placed on further processing;
- The right to object to the processing of Personal Data;
- The right to lodge a complaint with the Information Commissioners Office.

Further processing

If we wish to use your Personal and Sensitive Data for a new purpose, not covered by this Data Protection Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions. Where and whenever necessary, we will seek your prior consent to the new processing.

Cybercrime Warning

Please be aware that there is a significant risk posed by cyber fraud, specifically affecting emails enclosing bank account details. If you receive an email from Elsby Associates Limited requesting or providing bank details, please contact your Adviser immediately for clarification. All payment requests should be verbally validated.

Contact Details

Elsby Associates Limited, Genesis Business Centre, Innovation Way, Stoke-on-Trent, ST6 4BF. Email: enquire@elsbyassociates.co.uk Tel: 01782 766 662

You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire. SK9 5AF.

Consent

By signing this form you are confirming that you have read this Data Protection Notice and that you are consenting to Elsby Associates Limited holding and processing your Personal Data. By signing, you are also confirming that any fee(s) involved in this agreement have been explained to your satisfaction and acknowledge receipt of Initial Disclosure Document and Terms of Business.

Signed: _____

Name(s): _____

Dated: _____

Marketing and Future Contact

Please complete to confirm your preference. If you do not wish to be contacted regarding the below, please leave this section blank:

Name(s): _____

Address: _____

Telephone: _____

Email address: _____

Tick those you consent to:

- To keep you informed about news, events, activities and services;
- To contact you with surveys about current events;
- Send you offers of other products and services that we offer.

I consent to be contacted by: email by text by post by phone

You can grant consent to all the purposes; one of the purposes or none of the purposes. Where you do not grant consent, we will not be able to use your Personal Data for marketing

purposes but may process the data in certain limited situations, such as where required to do so by law or to protect members of the public from serious harm.

If you do grant consent, please note you can withdraw your consent to all or any one of the above purposes at any time by contacting the Data Controller. Please note that any new processing of your Personal Data will cease once you have withdrawn consent but this will not affect any Personal Data that has already been processed prior to this point nor our legal or regulatory responsibilities.