

Terms of business

Our registered office is 7 Bell Yard, London, WC2A 2JR.

1. **Financial Services Act**

The Key Facts sheet that we have given to you tells you about our services. It explains the products we are able to recommend, our status and our charging methods. Our Terms of Business explains other aspects of the way we operate and how this affects you, the client. This Terms of Business Letter will be effective from the date of receipt, but may be amended by us following any initial interview intended to ascertain your current financial situation, objectives and attitude to financial risk. Any such amended Terms of Business Letter will be sent to you within 10 working days of that interview. However, irrespective of any amendments arising from such interviews, we reserve the right to amend the terms of this letter without your consent, but we will give you at least 10 business days notice before conducting any relevant business, unless we consider it impracticable to do so under the circumstances existent at that time.

2. **Our Status**

'Evergreen Wealth' is a trading style of Arnold Katumba (FCA Number: AXK00698). Arnold Katumba is a Registered Individual of Cornerstone Financial Group Ltd (FCA Number: 767202). Our permitted business includes advising on and arranging mortgages and non-investment insurance contracts. You can check this on the FCA's Register by visiting the FCA's website: www.fca.org.uk/Firms/Systems-Reporting/Register or by contacting the FCA on 0800 111 6768.

3. **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: insurance advising and arranging is covered for 100% of the claim in respect of a relevant omission, without any upper limit.

Mortgages: mortgage advising and arranging is covered for 100% of the first £85,000.

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

4. **Records**

We will, if required by you or your agent, supply copies of contract notes and copies of entries in books, records and computerised records relating to you.

5. **Personal Interests**

We undertake not to transact business for you in which we or one of our customers or any director/partner/employee has a known interest if we become aware that these interests

conflict with yours, unless that interest is first disclosed in writing and your consent obtained.

6. Instructions

Normally, we can accept instructions either verbally or in writing by completing the relevant application form and signing the appropriate declaration. Where you have a right to cancel your purchase, the product provider will give you notice of this in writing. Our authority to act on your behalf in accordance with these Terms of Business can be terminated at any time by either side in writing, without prior notice and without penalty. This will be effective from the date the notification is received. However, if transactions already initiated remain outstanding, the notification will only be effected once these have been completed.

7. Ownership

As an intermediary, we never own the products you buy or transact through us. All purchases will therefore be registered in the name(s) of the client(s) and we will forward to you all documents showing ownership of your purchases, as soon as it is practicable after we receive them. In some cases, the product provider will send the documentation directly to you.

8. Review

Our services are specifically geared to providing a telephone or postal based service. For mortgage and non-investment insurance contracts, we will make a diary note upon completion of your transaction to recontact you at a future date. The purpose of this would be for us to conduct a follow up review, as it may not be in your interests to remain with the initial product recommended.

9. Data Protection

Information provided by you may be held, processed, disclosed and used by us, our professional advisers and any associated companies servicing our relationship with you. We will hold the personal information provided by you securely and in confidence in our computerised and manual records. By submitting your personal information to us you agree that: any information we hold about you can be held on computer and/or paper files; any information which you give us may be disclosed to selected third parties or group companies for the purpose of administration as permitted by law. Please note that we will not arrange to involve a third party, unless the security and confidentiality of your personal information is assured.

10. What to do if you have a complaint

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

...in writing: Arnold Katumba, Complaints Department, 7 Bell Yard, London, WC2A 2JR

...by e-mail: support@theinvestedmortgagebroker.co.uk

...by phone: telephone 020 3790 8567

If you cannot settle your complaint, you may be entitled to refer it to the Financial

Ombudsman Service. <http://www.financial-ombudsman.org.uk/>

11. Client Money

WE DO NOT HANDLE CLIENTS' MONEY. We never accept a cheque made out to us (unless it is in settlement of charges for which we have sent you a bill), nor will we handle cash.

12. Safeguards

For your protection, our advisors are registered and regulated by the Financial Conduct Authority with the required qualifications. The Consumer Credit Act 1974 will only apply to non-regulated mortgages. If the mortgage we arrange for you is a regulated mortgage contract, our advice to you, the information we disclose and any mortgage offer you receive is subject to FCA regulation and you will have the full protection of the Financial Services Act 2012 in our dealings with you. Please be aware that most business mortgages, buy-to-let mortgages, loans for timeshare purposes and non-regulated investment accounts (i.e. deposit, or current accounts) do not fall under the Financial Conduct Authority's umbrella of protection.

13. Call recording

Telephone calls to 'Evergreen Wealth' may be recorded and used for training, or regulatory purposes.

14. Fees

We will always disclose any fees chargeable to you in advance of providing our service, giving you the opportunity to agree and proceed or not beforehand. You should also be aware of the possibility that other taxes or costs relating to the services that we provide for you may exist even though they are not paid through us, or imposed by us.

Please note: unless stated otherwise in writing by us to you in relation to your case, all fees charged are non-refundable. This includes fees which may still be due to us for our service, even if you decide to withdraw from the process at a later stage in the process. We do everything to ensure a fair outcome is reached, and given the significant resources and costs incurred by us as a business, these fees go a fraction of the way towards the costs and resources expended by us.

The fees applicable to your case will be as stated in our initial disclosure information and as we set out in our communications with you.

15. Law

English law will be the basis of this contract and the language in which this contract will be interpreted, and in which all communications will be conducted, will be English. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Terms of Business.

16. Internet Privacy Statement

We use independent companies to measure and analyse how people use our website. They use cookies to gather and collate information such as the number of pages viewed on the

site, the number of visitors and common ways of arriving at or leaving the site. Doing this enables us to keep our content and navigation fresh and useful. A cookie is a small file which can be saved onto your computer when you visit a website. We use them to monitor visits to areas of our website. Our site-tracking cookies don't contain name or address information, but they do contain a uniquely generated random number so that we differentiate one visitor from another, and the date and time of your last visit to the website. Your web browser lets you turn off both permanent and temporary cookies. However, if you do disable cookies you might not be able to use some of this website.