

CLIENT AGREEMENT

This **Client Agreement** and the document '**Important Information about our Services**' sets out the standard terms and conditions under which **We** refer to these documents together as the 'Agreement' between us,

For **your** benefit and protection please read this Agreement carefully and ask for clarification if **you** do not understand anything.

This Agreement is made between the following parties:-

My Mortgage Experts, 100 St Leonards Road, Northampton, NN4 8DW ('We, us, our, firm')

AND

You

A) What we will do for you - Agreed Services

1. **You** agree to appoint **us** for the purpose(s) of;
 - Recommending a suitable mortgage on **your** behalf.
 - Recommending suitable insurance products to ensure that, any outstanding mortgage debt can be repaid in the event of either death, diagnosis of a critical illness or loss of income through either ill health or unemployment.
 - Recommending home and its contents are appropriately insured against damage/loss.
 - Arranging any products, **we** recommend should **you** accept **our** advice.

We do this by;

- Completion of a detailed Fact Find to establish **your** individual circumstances, needs and objectives;
 - Gathering full details of any existing mortgage and insurance arrangements **you** have and establishing whether they remain suitable for **you**.
 - Undertaking comprehensive research in consideration of any new mortgage and insurance products **we** recommend and/or to establish the continued suitability of **your** existing arrangements;
 - Preparation and provision of **our** recommendations in a suitability report/statement of demands and needs, tailored to **your** individual circumstances and needs;
 - Arranging any new mortgage and/or insurance products on **your** behalf.
2. **We** will confirm **our** advice in writing to **you** to confirm **we** have correctly understood **your** personal circumstances and the information **you** have provided to **us**. It is very important that **you** provide all material information and that it is true and correct to the best of **your** knowledge. If **we** have misunderstood any of the information, **you** must let **us** know as soon as possible as this may affect **our** advice and or recommendations.
 3. Our written advice may include any products that **we** recommend to **you** and a full explanation of **our** reasons for such advice or recommendations. Following discussions with **you**, **we** may decide, at **our** discretion, that **we** are not able to provide advice or proceed with **your** instructions on suitability grounds, however **we** will always explain **our** decision to **you**.

4. As part of **our** advice **we** may have recommended a financial services product or investment, if **we** do and **you** decide to proceed, **we** will register that product and or investment in **your** name unless **you** tell **us** otherwise in writing. **You** may require the products and or investments to be registered in the name of a person or company to carry out administrative services on **your** behalf, which **we** can arrange for **you**, however **you** (excluding where **you** are acting under a power of attorney) will remain the owner and / or beneficiary of those products and or investments.
5. **We** will write to you if we become aware of a conflict of interest for example where our interests or those of another client become conflicted with your interests, and ask for your consent prior to proceeding with your instructions. Under the terms of our conflicts of interest policy, where **we** cannot otherwise manage an identified conflict of interest **we** may be unable to provide you with one or more of the services described above. **We** will inform you in writing should this situation arise.
6. **We** will make sure that before recommending any products or services, **we** will discuss with **you** the financial risks of those products.
7. As part of **our** regulatory requirements, **we** are required to verify **your** identity and retain **your** records during this Agreement and following termination of this Agreement. Where **we** use an electronic system to verify **your** identity, this will not affect **your** credit reference or **your** ability to obtain credit.

B) What will we charge you for the services?

1. **You** agree to pay the following fees to **us** for the Services described above (the 'Fees').

For establishing your needs, undertaking research, making a recommendation and gaining you a Mortgage Agreement in Principle, we do not charge a fee.

Our standard fee is 0.25% of the loan amount, subject to a minimum £295. The fee is due upon application of a mortgage loan.

Our fee will be clearly shown on the illustrations which we provide. The precise amount will depend on your circumstances and the complexity of the mortgage proposition.

If **you** accept **our** recommendation and the mortgage goes ahead, **we** will also be paid a commission by the mortgage lender.

We will not charge **you** a fee for recommendations relating to **your** insurance needs. **We** will receive a commission from the insurers whose products **we** arrange on **your** behalf.

2. The Fee(s) will become payable by **you** on the date **we** make your application to the lender and will be settled by Bank Transfer or Cheque payable to My Mortgage Experts
3. Where **we** recommend a product and **we** arrange it for **you** and receive a commission from the product provider, **we** will tell **you** what commission **we** receive.
4. Where **you** have ticked the box in paragraph F7 below, **you** have agreed that **we** can start providing **you** with the Services during the cancellation period and that if **you** exercise **your** right to cancel; **you** will pay **us** a proportion of the Fees in relation to the Services that have been performed prior to the cancellation.
5. **We do not** accept cash payments and all cheques should be made payable to the product providers, *unless* it is payment for **our** Fees.

6. **We** may receive commission from lenders, insurers, and product providers which is typically included in the charges for the product that **we** recommend to **you**.
7. We will let **you** know if **we** receive any form of benefit in connection with the services **we** provide to **you**. For your information, certain product providers may make payments to TGL* in relation to commercial services that TGL* provides to them, but none of these payments relate to volumes of business placed with such product providers, or connected to individual transactions.
8. If you pay our Fees late **we** may charge **you** interest at a rate of 4% per annum above the Bank of England (BoE) base rate from time to time accruing on a daily basis from the due date until payment is received. **We** will also charge a handling fee of £50, for example if a £295 fee were paid 12 months late then the late payment fee would be £11.80 plus £50 late payments fee and the original £295, a total payment of **£356.80** would be payable. **We** shall seek to recover all our costs (including legal costs) allowable by the Courts if an award is made in our favour, in recovering any amounts due to us.
9. Before you enter into a contract with a product provider where we receive initial commission, we will let you know when we may need to refund commission payments to the product provider that we earn and whether we may seek to recover this from you, unless you have exercised your right to cancel the contract with the provider within their cancellation period.
10. You accept responsibility to pay **Our** Fees and any other agreed costs or charges and agree to reimburse **us** for all reasonable losses, costs, expenses, claims, commissions, settlements, fines, damages or other liabilities incurred by **us** which result from any wilful or negligent breach by **you** of **your** obligations in this Agreement.

C) How can you end this Agreement?

1. **Termination** - This Agreement will come into effect from the date **you** sign this Agreement and continue, subject to **your** right to cancel, until terminated by either party by giving notice in writing unless otherwise agreed between the parties. Please note that where **you** have instructed **us** to provide on-going services, please refer to section A1.
2. The rights to end this Agreement given by this clause shall be without prejudice to any other right or remedy either party may have against each other in respect of the breach concerned (if any) or any other breach.
3. **Notice of your right to cancel this Agreement**

Where you have completed this Agreement away from our business premises you have the right to cancel this Agreement within 14 days from the day this Agreement is signed by you without giving any reason. To exercise this right to cancel please inform us by post to 100 St Leonards Road, Northampton, NN4 8DW or by email to mortgage-admin@mymortgageexperts.co.uk of your decision to cancel this Agreement. To meet the cancellation deadline, it is sufficient to send the communication concerning the right to cancel before the cancellation period has expired.

We have provided you with a cancellation form at the end of this Agreement that you may choose to use.

D) What can you do if there is a problem?

1. If **you** are not happy with the service **you** have received **you** can request a copy of **our** complaints procedure that sets out how **we** will handle **your** complaint. Please refer to **our** 'Important Information about our Services' document for further details on how **you** can make a complaint.

E) What information do we hold about you and what do we do with it?

1. **We** will collect and store **your** personal and financial information which will be handled in accordance with the Data Protection Act 1998. **We** will also collect information from third parties such as employers and credit reference agencies, fraud prevention agencies and other organisation that may include sensitive personal data about **your** health, ethnic origin, criminal prosecutions or sexual orientation.
2. **We** will use **your** personal information to provide **you** with financial advice or any other service **you** request from **us**. In providing the services to **you**, **we** may pass **our** personal information to other financial firms.
3. **We** will use **your** personal information to inform **you** about similar products or services that **we** provide
4. **We** will pass your personal information to Tenet* as they are responsible for the services we provide to you (or their professional advisers) for compliance and monitoring purposes. Please refer to our *Important Information about our Services* document for further information
5. If you would like to be contacted by us about the services we may offer from time to time, please tick below your preferred method of contact to confirm your consent:

In writing by post [] ; by email [] ; by text [] or by phone [] Preferred date and time for contact by phone [] Weekday; [] Weekend and [] am [] pm.
6. **We** may be required to pass on your personal information to the Financial Conduct Authority (FCA), Financial Ombudsman Service (FOS) or the Financial Services Compensation Scheme (FSCS) to help with an investigation or complaint or other authorities as required by law.
7. **You** have the right to access information we hold about you by making a request to us at the address detailed above. **We** have the right to charge **you** a fee of £10 for this service.

F) Other important terms

1. **We** may transfer all rights and obligations under this Agreement in circumstances where **your** rights under this Agreement are not materially affected.
2. In the event of any inconsistencies between the '*Client Agreement*' and the '*Important Information about our Services*' document, the terms and conditions of the '*Client Agreement*' shall prevail.
3. This Agreement supersedes all previous written agreements between the parties in respect of the agreed Services and may not be modified except in writing and signed by both parties.
4. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part this Agreement shall continue to be valid as to the other provisions and the remainder of the affected provision.
5. Third party rights under the Contracts (Rights of Third Parties) Act 1999 are excluded.
6. This Agreement shall be governed by and construed in all respects in accordance with the Laws of England and Wales and each party hereby submits to the exclusive jurisdiction of the courts of England and Wales.

7. Any notice required by this Agreement other than the right to cancel notice which may be sent by email, must be given by hand or sent by prepaid post to the registered office address of the relevant party. Any notice given by post, which is not returned to the sender as undelivered, shall be deemed to have been given on the third Working Day after the notice was posted. Proof that the envelope containing it was properly addressed, posted and that it has not been returned to sender, shall be sufficient evidence that such notice has been duly given.

If you wish us to begin the performance of services immediately and prior to expiry of the cancellation period referred to above at condition C3, please tick this box []

Please note that asking us to perform the services immediately will not affect any right to cancel a contract you have entered into with a product provider for a particular product. Please refer to the specific terms of the provider contract for further clarification.

By signing this Agreement below you are confirming to us that you agree to all the terms and conditions in this Agreement.

If you do not understand any point please ask for further information before signing.

Please retain the copy of Agreement provided to you for your records.

Duly authorised to sign for and on behalf of My Mortgage Experts

..... Date: ____/____/_____
Signed by My Mortgage Experts

..... Date: ____/____/_____
Signed by Client

Name.....

..... Date: ____/____/_____
Signed by Client

Name.....

*Means the Tenet company we are an appointed representative of as detailed on the Important Information about our Services document and is either Tenet Connect Limited with company number 2654877 or TenetConnect Services Limited with company number 2277754 or TenetLime Limited with company number 4788516 whose registered offices are at 5 Lister Hill, Horsforth, Leeds, LS18 5AZ.

**TGL means Tenet Group Limited, Tenet Limited, TenetConnect Limited, TenetConnect Services Limited, TenetLime Limited, its associated companies and its network of appointed representatives.

Cancellation Form

To: My Mortgage Experts, 100 St Leonards Road, Northampton, NN4 8DW

Email address: mortgage-admin@mymortgageexperts.co.uk

We are giving notice that we are cancelling our agreement with you with immediate effect for the supply of services described in our Client Agreement dated _____.

Name of Client(s):

Address of Client(s):

Signature(s)

Date: