

Client Agreement

Mortgages and Protection

Introduction

This document forms your Client Agreement with Mortgage Services 4u and is designed to come into force upon signature.

This is an important document, which aims to confirm the details about our services, the cost of those services and the way in which we will provide these. Therefore please ensure that you read it carefully and if you do not understand any point or have any questions in relation to the information contained herein, then please do not hesitate to contact us and seek further explanation.

Our contact details are:

Mortgage Services 4u Ltd
Marlowe Innovation Centre
Marlowe Way
Ramsgate
Kent
CT12 6FA

E-mail: Info@mortgageservices4u.co.uk
Telephone: 0800 5677 198

Regulation

Mortgage Services 4u Ltd is authorised and regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register (our registered number is 490202) by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768. For postal communications the FCA address is, 25 The North Colonnade, Canary Wharf, London, E14 5HS.

Our Services

This document sets out how we will deal with you in the provision of services for lending arrangements. We will ensure when dealing with you, we act in your best interests and apply the regulatory standards for the introduction of this type of business by our Regulator (FCA).

We are independent mortgage and insurance advisers and will recommend both mortgage, and where applicable protection and general insurance products, which are both suitable and affordable for you, following an assessment of your personal needs and circumstances. We also provide advice and recommendation on buy-to-let and specialist lending requirements.

Whether your needs are mortgages or insurance focused we will obtain sufficient information from you in order to assess your objectives and outline any recommendations which will be confirmed in writing.

Mortgages

We will consider all lenders and their products to which we have access. This means we will not consider those lenders that are only available by you going directly to them. Wherever possible our recommendations will be made based on a fair analysis of the market place and lenders' current criteria and thereby will endeavour to match the requirements that you disclose to us to the available product range. We are required to assess all your financial circumstances and commitments before we make a recommendation. In some situations, we may only be providing you with information rather than advice – and this will be made clear to you on such an occasion.

Where you are increasing your borrowing we will consider the merits of a new first charge mortgage product against the benefits of securing increased funding by an additional mortgage on a second charge basis. We may also have the option of guiding you towards a further advance from your existing lender. If it is apparent the most appropriate option is through an unsecured loan, we will not make a recommendation.

In a similar way we are able to advise on and make recommendations for buy-to-let mortgages.

When the preferred option has been agreed, we will provide you with information about the loan and the provider of this to ensure you understand your responsibilities and commitments, before proceeding. This will include disclosure of the key contract terms, the risks and all charges payable by you. We will not proceed until you have read and understood all the contractual documents.

Where there is a requirement for a second charge, bridging, complex buy-to-let or commercial loans we may refer your requirement to a specialist firm if that is considered to be the most appropriate option.

Protection and General Insurance Services

We provide protection products from a wide range of insurers for life assurance, critical illness cover, income protection, family income benefit, private medical insurance, relevant life and 'key man' cover.

We also have access to a range of general insurance products for accident, sickness and unemployment cover as well as buildings and contents cover.

Where we arrange a life policy for you, the provider will produce documentation as evidence of the transaction in addition to the documentation you receive from Mortgage Services 4u.

Presently there are no lenders which apply compulsory insurances although most will require buildings insurance to be in place.

Where we identify a specific need for protection based on the information provided by yourself to ensure the mortgage is repaid or reduced in the event of early death or the diagnosis of a critical illness we will bring this to your attention. We may ask you to sign additional disclosure documents where this advice is rejected by you.

Communications

We will normally communicate with you and expect to receive communications from you in English. If you wish to communicate with us in another language, please contact us.

In most cases, communications that you receive from us will either be presented in or confirmed in writing. We may also meet with you face to face or communicate verbally with you by telephone. We request that our clients give us instructions in writing to avoid possible disputes. Therefore, any verbal instruction you make should be confirmed in writing thereafter.

Mortgage Services 4 u Ltd

The Marlowe Innovation Centre, Marlowe Way, Ramsgate, Kent, CT12 6FA

T: 0800 567 7198 | F: 0800 567 7198 | E: info@mortgageservices4u.co.uk | W: www.mortgageservices4u.co.uk

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Registered in England 6715639 - Registered Office: Marlowe Innovation Centre, Marlowe Way, Ramsgate, Kent, CT12 6FA.

Our Remuneration

Mortgages

We will charge a maximum fee of £299 for researching and advising on and where applicable arranging your mortgage which is payable on receipt of the lender's mortgage offer. The lender will also pay us a procurement fee upon completion of the mortgage.

You will receive an illustration when considering a particular mortgage product which will tell you about any fees relating to it. Information can also be provided on other lenders and their procurement fee levels on request.

If we make a recommendation or provide financial advice and the mortgage does not complete or you decide not to proceed with the mortgage, our fees are still payable and will become payable immediately. We discount the cancellation fee in most cases to £149.

Insurance

For advising on and arranging your insurance we will be paid commission by the insurer. This means that although our service is not free you do not need to pay us a fee directly. In all cases when we source an insurance product for you there will be a cooling off period which will be explained by our adviser.

VAT and other costs

We will tell you if you have to pay VAT in advance of any fees becoming payable. In general terms if you require advice which includes a specific product recommendation then you will not need to pay VAT whether or not you take up our advice.

It is possible that other costs including taxes related to transactions in connection with the products we recommend and which are not imposed by us may arise.

Data Protection

Information that we hold about you will be held on computer and/or in paper files under the Data Protection Act 1998. This information will be used to administer your application, to deal with queries and to bring to your attention additional services and products that may be of benefit to you. You may ask us not to contact you about additional services and products by writing to us at the address shown in this letter.

The information that you give us may be disclosed to third parties, such as product providers and credit reference agencies for the purpose of processing your application, successors, our regulator, and to our compliance advisers. It will also enable further services to be provided to you, so that your details can be best matched with the services available.

We keep records of all business transactions for at least five years. You have the right to inspect copies of any papers or computer records relating to your transactions. We do, however, reserve the right not to provide you with copies of records, if information relating to other parties would be disclosed.

To assist us in providing you with a comprehensive service and to keep our records as up-to-date as possible, please notify us of any changes to your personal circumstances, e.g. name change, change of address, etc, as soon as possible.

In addition to making calls at your express invitation, we may contact you at intervals to review your mortgage and insurance requirements. This may involve writing or telephoning you to outline possible changes in legislation or to advise you on our mortgage services that might be of particular interest.

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Client Money

We do not handle clients' money. Therefore, we never accept a cheque made out to us, unless it is in settlement of charges or costs for which we have sent you an invoice, nor do we handle cash.

Conflicts of Interest

In the course of our dealings with you, we consider it unlikely that we will have a conflict of interest, or material interest in the transaction, other than the receipt of fees or commission described above. Where however, we have a conflict of interest, or a material interest, or where we are aware that one of our other customers has such an interest, we will disclose full details to you in writing or orally before we advise you about the transaction and give you the opportunity to object to this interest.

If we make a recommendation that is likely to involve a transaction with or through another person with whom we have an agreement to receive non-monetary benefits, we will let you know at the time of the recommendation of any such agreement and our policy regarding such agreements. At present, we have no such agreements in place.

Complaints

It is our intention to always provide the highest quality level of advice and service. However, if you become dissatisfied with our provision of, or the failure of us to provide a financial service and want to register a complaint, please write to us at the address given at the beginning of this document or telephone us on 0800 5677 198. Please also note that a summary of our procedures for handling complaints is available on request.

If we are unable to settle your complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service further details of this service is contained on our website www.ebsfs.co.uk.

Financial Services Compensation Scheme

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.

The advising and arranging of insurance is covered for 90% of the whole claim with no upper limit, this includes long-term insurance (for example pensions and life assurance). Mortgage advising and arranging is covered up to a maximum limit of £50,000.

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

Amendments

It may on occasion be necessary to amend our Client Agreement with you. Unless we obtain your consent, we will give you at least fourteen days' notice of our intention to do so, before conducting any business with or for you, unless it is impractical in the circumstances to do so.

This Client Agreement may be terminated at any time without penalty by either party, giving seven days' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. A due proportion of any charges for services provided shall be settled to that date.

Legal

It is your responsibility to provide complete and accurate information to us in respect of both mortgage and insurance business and to ensure the same accuracy of data is applied to lenders and insurers when you effect your mortgage or insurance policy, throughout the life of your policy, and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate. We cannot be held responsible for incorrect data held in the event of non-disclosure.

If you fail to disclose any material information to us or your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

This Client Agreement excludes any rights which may be conferred upon third parties by the Contracts (Third Party Rights) Act 1999 and is governed by & shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Declaration

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully. If you do not understand any point please ask for further information.

Client Name: _____

Client Name: _____

Client Signature: _____

Client Signature: _____

Date: ___/___/___

Date: ___/___/___

Signature: _____

Date: ___/___/___

*On Behalf of **Mortgage Services 4u Ltd***