

Client Agreement: Mortgages

How we act for you

We can act for you if you live in the UK. There may be restrictions on how we can advise you if any of the following apply:

- J You don't live in the UK;
- J You are currently staying in the UK, but normally live abroad; AND
- J You are currently staying in the UK and plan move abroad or return to another country

Please ask us for details if you think this may apply to you.

Conflicts of interest

Belmayne Independent Financial Services LLP offers advice in accordance with that disclosed to you in our Mortgage Initial Disclosure document. Occasions may arise where we or one of our other clients have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

Indirect Benefits

We may receive non-monetary benefits from product providers / lenders. We will tell you before the transaction if we will receive some form of benefit that is above the level we have set as 'reasonable'.

How we charge you for our services

Full descriptions of the payment options we offer are included in Section 4 of the Mortgage Initial Disclosure document which we have issued to you.

Client money

Belmayne Independent Financial Services LLP does not handle clients' money. We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice) or handle cash.

Data protection

Please refer to your copy of our Data Protection – Privacy Notice and our published Privacy Policy, available from the "about us" page of our website, or by calling us on 01246 298 181.

Communications

If we need to contact you, we can either write, email, fax or phone you. Please let us know which method you prefer. If you verbally ask us to do something for you, we will confirm this to you in writing to ensure that we have understood your instructions correctly. If we give you advice, we will normally confirm it to you in writing.

Provision of information by you

We seek to ensure that any personal information we hold about you should remain accurate and up to date; as this could affect the advice we give you. Therefore, please let us know if there are any significant changes to your personal details, when they occur

If we ask you to fill out any forms or documents, you must do this promptly, accurately and honestly. You may be committing a criminal offence by completing a form with information that is not accurate or truthful. We will not be liable to you if you suffer financially because you have not completed a form or document truthfully or accurately. As and when requested you must provide instructions to us in a timely and clear manner during the course of your work.

When we first meet, we will agree the services we will provide to you. If we agree to provide you with ongoing reviews, we will regularly check that the information we hold on you is correct. You must tell us if we have got anything wrong.

Termination of authority

You or we may terminate our authority to act on your behalf at any time without penalty.

You will be liable to pay for any advice or services that you have received prior to the date of termination. This means that where we have agreed the advice and services that we will provide for you and we have agreed to receive payment for these, either by means of a fee or by receiving commission from a provider, you will have to pay us for any work we have completed up to the date of termination.

Applicable law and jurisdiction

These terms of business will be interpreted and construed in accordance with English law and is subject to the exclusive jurisdiction of the English courts, except if your address is in Scotland, when the courts of Scotland shall have non-exclusive jurisdiction.

Client consent

This is our standard Terms of Business upon which we intend to rely. For your own benefit and protection you should read the terms carefully before signing, as by signing you consent to the terms contained within, including the authorisation to transfer information between parties as described above. If there are any terms within this agreement that you do not understand, please ask for further information. The Terms of Business will come into effect from the date of acceptance of this agreement, which will be confirmed by the date provided in the 'date of signature' box below, unless otherwise stated. You also confirm receipt of the Mortgage Initial Disclosure Document.

Client 1 Name: _____

Client Signature: _____

Date of Issue: _____

Signed on behalf of Belmayne Independent: _____

Client 2 Name: _____

Client Signature: _____

Date of Issue: _____

Signed on behalf of Belmayne Independent: _____

Regulated Mortgages – Initial Disclosure Document

Use the information in this document to decide if our services are right for you.

1. The Financial Conduct Authority

The FCA is the independent watchdog that regulates financial services.

2. Whose mortgage products do we offer?

We are not limited in the range of mortgage products we will consider for you. We offer a comprehensive range of mortgage products from across the market, but not deals that you can only obtain by going direct to a lender.

3. Which service do we offer?

We offer an 'advised' sales service. This means we will provide advice and make a recommendation for you after we have assessed your specific needs and circumstances.

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

A flat fee of £350 will become payable at outset. In addition, we will also retain any commission paid by the lender.

We reserve the right to amend the standard fee should the circumstances of the case dictate additional work. We will always agree an amended fee prior to commencing.

We will tell you how much the total fee will be before you apply for a mortgage, but you may ask for this information earlier.

You will receive a key facts illustration when considering a particular mortgage, which will tell you about any fees relating to that mortgage.

You also have the right to request an illustration for any mortgage we offer.

5. 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, as long as you have disclosed all relevant information.
- No refund if your application falls through or you decide not to proceed.

6. Who regulates us?

Belmayne Independent Financial Services LLP, 274 Chesterfield Road, Dronfield, S18 1XJ is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 409714.

Our permitted business is advising on and arranging investments, non-investment insurance contracts, regulated mortgages and home reversion plans.

You can check this on the Financial Services Register by visiting:

<http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768 (*freephone*) from 8am and 6pm, Monday to Friday (except public holidays) and 9am to 1pm, Saturdays.

7. What to do if you have a complaint

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

... in writing to: Belmayne Independent Financial Services LLP, 274 Chesterfield Road, Dronfield, S18 1XJ

... by phone: 01246 298 181.

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

8. 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 will depend on the type of business and the circumstances of the claim.

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.