



Higginson Mortgage Services Ltd
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TERMS AND CONDITIONS OF BUSINESS

INTRODUCTION

Higginson Mortgage Services Ltd is an appointed representative of The Whitechurch Network Limited whose office is at Kings Weston House, Kings Weston Lane, Bristol, BS11 0UR Tel 0117 373 0440. The Whitechurch Network Ltd is authorised and regulated by the Financial Services Authority (FSA) for investment business and is authorised to advise on and arrange life assurance, mortgages, pensions and investments. Higginson Mortgage Services Ltd however under this agreement are only authorised to advise on Mortgage and related Insurance products.

Under the rules of our regulator (FSA) we are required to provide you with our Terms and Conditions of Business. Therefore, would you please complete and return one copy of this document. Upon receipt we will be bound by the terms and conditions until terminated by either party. If initiated by us termination will be without prejudice to the completion of transactions already initiated or in progress (if applicable).

These Terms and Conditions of Business exists to protect your interest in that they clearly lay out the working practices of Higginson Mortgage Services Ltd and state exactly what your rights are when we conduct business on your behalf. The Terms and Conditions of Business are not a binding contract and may be terminated by you at any time. It does not obligate you to us in any way whatsoever. In the event of a material change in the terms on which Higginson Mortgage Services Ltd wish to undertake business with you then you will be issued with a new Terms of Business before being provided with any further services. We shall assume acceptance unless we hear to the contrary within 7 days of issue.

YOUR COMPLAINTS

You should address any complaint, in writing, to The Compliance Officer, The Whitechurch Network Ltd, Kings Weston House, Kings Weston Lane, Bristol, BS11 0UR Tel 0117 373 0440 who will acknowledge the issue and send you a copy of the internal complaints procedure. The matter will be investigated in line with procedures and findings reported to you. If you are still not happy with the outcome, you then have the right to forward any eligible complaint to the Financial Ombudsman Service and the details on how to do so will be provided to you. If you make a valid claim against us in respect of any mortgage we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme. Details of the cover are given in a leaflet, which we will send to you at your request. Further information is available from the Financial Services Authority. In addition we are also insured for negligence by way of our Professional Indemnity Insurance.

OUR SERVICES

We offer you mortgage advice based solely on the information provided by you, and as we are not tied to any one company we are therefore able to advise you on the products of different companies. In the mortgage arena, our research includes lender to customer direct deals, for which an upfront fee may be charged. All individuals employed by or contracted to Higginson Mortgage Services Ltd to provide mortgage advice are approved by the FSA. When providing an advisory service and making detailed mortgage recommendations, we will confirm your mortgages objectives and ensure that recommendations are suitable for your individual circumstances in our suitability letter or report.

CLIENT CLASSIFICATION - RETAIL CLIENT

Unless you have instructed us to treat you otherwise and such instruction has been agreed by The Whitechurch Network Limited, you will be treated as a private/retail client and these Terms of

Business will apply. Retail client classification is afforded the highest level of protection incorporating recourse to the full Financial Ombudsman Service and the Financial Services Compensation Scheme.

OUR DEALINGS WITH YOU

We cannot accept responsibility for taxation advice. Clients must be responsible for their own taxation position and we strongly recommend that clients take advice on taxation matters from a qualified accountant.

We are required to verify your identity in accordance with the Money Laundering Regulation and no application will be made until such verification has been obtained. This process involves obtaining verification of your identity using documents such as your Passport or Driving Licence and your address (e.g. utility bill, bank statement). In addition, where applicable, we reserve the right to make further enquiries into the source of your funds or wealth to ensure we meet our regulatory obligations. We may check the details you supply against those held on a number of specific databases. Online verification credit reference agencies have access to, for example information from the Electoral Register and fraud prevention agencies. Scoring methods can be used in the verification process as this gives a more thorough check of the available data. A record of this process will be kept that may be used to help other companies to verify your identity. We may also pass information to organizations involved in fraud prevention to protect ourselves and our customers from theft and fraud. If you supply false or inaccurate information and we suspect fraud, we may make the appropriate search using a reputable online credit reference agency, and will keep a record of this search in line with the anti money laundering rules and the Data Protection Act 1998. By signing and returning the tear off slip you consent to us carrying out the appropriate verification checks. Depending on the level of verification generated we may need to contact you for additional information or documentation. Therefore we cannot accept responsibility in instances where placing business is delayed due to these regulations.

YOUR MONEY

WE DO NOT HANDLE CLIENT MONIES. Cheques for valuations or arrangement fees can only be made payable to the product provider, we never accept a cheque made out to us (unless in settlement of fees for which we have sent you a bill). No premiums or monies of any kind should be paid or be made payable to anyone else.

PROVISION FOR A LOCUM

Should our firm have only one individual engaged in the day to day conduct of our business, who, for any reason, was unable to conduct business, we would not want your interests to suffer. We have therefore made a formal arrangement with Sarah Harris Financial Services, 113 Plassey Street Penarth CF64 1EQ, telephone 07932953506 to carry out our business obligations if we were unable to conduct mortgage business for more than 14 days.

THE DATA PROTECTION ACT

Information provided by you may be held, processed, disclosed and used by ourselves, professional advisers and any associated companies in servicing our relationship with you. However, strict confidentiality will be maintained at all times. It is understood that, unless you notify us otherwise, you agree to the storage, use and disclosure of such information. This information may be disclosed to third party product providers in the course of providing our analysis and servicing of our relationship with you. No information will be passed to another party without your prior consent unless we are legally obliged to do so. You also agree that for the purposes described above your data may be transferred to countries outside the European Economic Area (EEA). We may use and analyse your data, including the nature of your transactions, to provide you with information by post, telephone, fax or e mail to service and update you, as well as informing you, by way of an unsolicited real time financial promotion, of new opportunities. If you would prefer to be excluded from these services, please write to us at Higginson Mortgage Services Ltd at 39 Fisher Hill Way, Radyr Cardiff CF15 8DR.

REMUNERATION

Not all firms charge for advice in the same way. We will discuss your payment options with you and answer any questions you have. We will not charge you anything until you have agreed how we are to be paid. The following are the payment options we offer:

Paying by a Fee. Whether you buy a product or not, you will pay us a fee for our advice and services. If we also receive commission from the product provider when you buy a product, we will pass on the full value of that commission to you in one or more ways. For example, we could reduce our fee; or reduce your product charges; or refund the commission to you.

Paying by Commission. If we arrange a mortgage on your behalf, we will normally receive commission on the sale from the product provider. Although you pay nothing up front, that does

not mean our service is free. If you buy direct, the charges could be the same as when buying through an adviser, or they could be higher or lower. We will tell you how much the commission will be before you complete a Mortgage, but you may ask for this information earlier.

Paying by a combination of commission and fee. In some circumstances, we also charge a fee on top of any commission we might receive

COMMERCIAL MORTGAGES (including Buy to Let)

The Financial Services Authority does not regulate commercial transactions (including the purchase of Buy to Let Properties). We are insured for negligence by way of our Professional Indemnity Insurance.

We are not the appointed agent of any mortgage lender. We therefore act on your behalf. We are free to deal with any mortgage lender and will review the market place to identify the most suitable mortgage product for you. In the mortgage arena, our research includes lender to customer direct deals, for which an upfront fee may be charged.

PROVISION OF INFORMATION

During our initial meeting, we will be completing a detailed mortgage questionnaire to enable appropriate advice to be given on the mortgage.

We will provide you with information relevant to your mortgage needs, covering such items as an explanation of the repayment methods and implications of taking out a mortgage.

Once we have made our recommendation to you, we will confirm our advice in writing. You should keep this as it will be a record of the transaction and will be confirmed by your lender's formal offer of a loan.

FEE AND BENEFIT DISCLOSURE

We may receive fees from lenders. Before you take out a mortgage, we will tell you the amount of the fee in writing.

There is a £99 mortgage processing fee which is payable immediately.

DUTY OF PRIVACY/DATA PROTECTION

We will treat all your personal information as private and confidential (even when you are no longer a customer). Nothing about your accounts nor your name and address will be disclosed to anyone, including other companies in our group, other than in four exceptional cases permitted by law. These are:

- Where we are legally compelled to do so.
- Where there is a duty to the public to disclose.
- Where our interests require disclosure (this will not be used as a reason for disclosing information about you or your accounts, including your name and address, to anyone else including companies in our group for marketing purposes.
- Where disclosure is made at your request and with your consent.

You have a right of access under the Data Protection Acts 1998 to your personal records held on our files.

TRANSFER OF AGENCY/AUTHORITY TO OBTAIN INFORMATION

You hereby appoint Higginson Mortgage Services Ltd as your Independent Mortgage Adviser and authorise us to obtain all information in respect of life policies, mortgages and any other contracts considered necessary to enable the provision of "Best Advice" in accordance with the Financial Services and Markets Act 2000.

You also appoint Higginson Mortgage Services Ltd as your Independent Mortgage Adviser in respect of any new contracts effected by you of which you have received advice as classified under the Financial Services and Markets Act 2000. You authorise Higginson Mortgage Services Ltd to become the servicing agent for all existing policies (excluding those with any investment value) held with other providers.

I/we acknowledge receipt of the following documents (please tick as applicable):

Client Agreement/Terms and Conditions of Business (Ref: WNL/TOB/MORT/BTL/15/02/10)

Combined Initial Disclosure Document (Key Facts about our costs and services)

Signed: Date:

Full Name:

Signed: Date:

Full Name:

Address: