



Mortgages and Protection Fee Agreement

This agreement sets out the terms under which we will provide our services to you, so it is important that you read it fully and in conjunction with our **What we do and how we charge - mortgages and protection** document. If there is anything you do not understand please ask us to explain it.

If you have a question or concern about any aspect of our services please contact us at:

- **Telephone:** 01752 347070
- **Email:** enquiries@tomfrench.co.uk
- **Website:** www.tomfrench.co.uk
- **In writing:** TFA, Prudence House, Langage Business Park, Plympton, Devon, PL7 5JX

This agreement sets out our respective obligations and should be read in conjunction with the information in our **Because Your Mortgage Matters** folder, which has also been provided to you.

1. Our obligations

Our recommendations

- We will confirm to you in writing the basis of our recommendations (our suitability report). We will also provide you with either a European Standardised Information Sheet (ESIS) also known as a Key Facts Illustration (KFI) or a Mortgage Illustration in the case of buy-to-lets, which give a description of the costs and features of the mortgage / product that we are recommending.
- You may ask us to provide you with additional KFIs or ESISs for any mortgage / product for which you are eligible.

Financial crime

- We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.
- We will verify your identity before undertaking any business with you. To do this we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

Conflict of interests

- Although we will always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the 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 own interests, we will write to you and ask for your consent to proceed before we carry out any business for you. We will also let you know the steps we will take to make sure you are treated fairly.
- We have a conflicts of interest policy. If you want to see a copy of it please ask us.



Communicating with you

- Our normal ways of communicating with you are by secure e-mail, telephone, post or in person. Our communications will be in English.
- We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

2. Your obligations

This section sets out your obligations in agreeing to receive our services.

Providing information about your circumstances

- Our advice will be based on the information that you give so it is important that you provide us with accurate and up-to-date information when we request details about your circumstances and objectives. This will allow us to provide you with the appropriate advice. If you limit the information provided it could affect the suitability of the advice we give.

Payment for services

- By signing this agreement, you are agreeing to pay the charges for our services as set out in section 5 (Services agreed). Your selected payment method is also confirmed in section 5. None of these services are subject to VAT.
- In most circumstances for protection planning business we receive a commission payment from a product provider. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy, we are obliged to refund the commission received back to the policy provider. **In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.**

Legal and accounting advice

- We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant.

3. Cancellation and amendments

Ending this agreement

- You or we may terminate this agreement at any time, without penalty.
- Notice of termination must be given in writing and will take effect from the date of receipt.
- Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.
- You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.



Amendments

- From time to time it may be necessary to amend the terms set out in this agreement where it's not necessary to issue a new agreement. If this is the case we'll write to you with details of the changes at least twenty eight days before they are due to take effect. In most cases any changes will be clarified in a new Agreement.

Product cancellation rights

- Full details of any financial products we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties.
- Please note that there is no right to cancel a mortgage contract once the mortgage transaction has been concluded.

4. Useful information about our services

Who authorises us to advise you?

We are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. www.fca.org.uk. Our firm reference number is 185513.

- Our permitted business includes advising on and arranging non-investment insurance contracts and mortgages.
- You can check our details on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768.
- Please note that some types of mortgages are NOT regulated by the FCA such as business buy to let.

What if things go wrong?

- If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns.
 - **Telephone:** 01752 347070
 - **Email:** compliance@tomfrench.co.uk
 - **In writing:** Compliance Officer, TFA, Prudence House, Langage Business Park, Plympton, Devon, PL7 5JX
- We have a complaints procedure and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at www.financial-ombudsman.org.uk.
- If your complaint relates to products or services you have bought from us online, or by other electronic means such as by email, you may refer your complaint to the online dispute resolution (ODR) platform at <http://ec.europa.eu/odr>.
- **Business buy-to-let mortgages**
Where you take out a buy-to-let mortgage, if you cannot settle your complaint with us, you will not be entitled to refer it to the Financial Ombudsman Service. **Business Buy-to-Lets are not covered by the Financial Services Compensation Scheme.**



Additional peace of mind

- The Financial Services Compensation Scheme (FSCS) is the UK’s statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business. Not available for un-regulated mortgages.
- You may be able to claim compensation from the FSCS if we can’t meet our obligations. The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:
 - **Mortgages** - advising and arranging is covered up to a maximum limit of £85,000. Excluding un-regulated mortgages.
 - **Insurance** – in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.
 - **Warning** - Certain types of Offset mortgages do not have the same levels of consumer protection available through the Financial Services Ombudsman or the Financial Services Compensation Scheme.
- Further information is available from the FSCS at www.fscs.org.uk.

Benefits we may receive

- Under the rules of our regulator the FCA, we can’t accept payments or benefits from other firms (e.g. product providers) unless it’s designed to enhance the quality of service we provide and it doesn’t conflict with our duty to act in our clients’ best interests.

5. Services agreed

Service	Tick to confirm	Details of agreed fee	
Mortgage advice	✓	Payment by commission as a one-off payment from the lender. Paid after your mortgage completes	See ESIS/KFI issued at recommendation
	✓	Client fee agreed, payable by you. Payable at <i>insert date</i>	£ <i>insert fee</i>
	✓	Administration fee agreed, payable by you upon mortgage application	£149
Protection planning advice	✓	Payment by commission as a one-off or regular payment from the provider	See KFI issued at recommendation
		Total agreed fee to be paid directly by you	£ <i>insert fee</i>

6. Protecting your personal information

- To provide our services properly we will need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Processing of your personal data is necessary for the performance of our contract for services with you and in meeting our obligations to prevent money laundering or terrorist financing. Generally this is the lawful basis on which we intend to rely, for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately.
- We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service we'll need to pass certain personal details to the product or service provider, for example.
- We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).
- The organisations to which we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.
- Our full privacy notice can be viewed on www.tomfrench.co.uk/privacy-policy. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.
- As part of this agreement we will ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- **Special categories of personal data:** there are certain categories of personal data that are sensitive by nature. These categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending upon the nature of the products and services for which you engage us, we may need to obtain your sensitive personal data; particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.
- If you are concerned about any aspect of our privacy arrangements, please speak to us.



7. Declaration

- I/We acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated in writing by either party.
- This agreement is governed and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.
- I consent to my personal information being shared with the joint signatory of this document as indicated below.

	Client 1	Client 2
Name		
Joint party consent	Yes / No	Yes / No
Client Signature		
Date of agreement		

8. Consent

Sensitive personal data

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described in section 6 we require your consent by indicating your agreement to the following statement. Please note that you may withdraw this consent at any time by notifying us at our main business address.

I / we consent to the processing of sensitive personal data as far as it is necessary for the services I / we require from TFA

	Client 1	Client 2
Client Signature		

We may also engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. If you wish to know the names of these third parties please contact us for further information.



Marketing

We may wish to use your information to contact you from time to time and for this we need your consent. Please note that you may withdraw this consent at any time by notifying us at our main business address

Please tick the box relevant to your wishes:

	Client 1	Client 2
Appropriate information that will be relevant to you or the product you hold to keep you up to date with us and our services to you.		
Additional products or services which may be of interest to you including those from third parties.		
No contact.		

I / we consent to be contacted for marketing purposes by:

	Client 1	Client 2
TFA Secure Messaging (Personal Finance Portal)		
Email		
Phone		
Letter		
SMS Picture		
Social Media		
Automated Calls		

Client Signature:		
Date of consent:		