

TERMS OF BUSINESS

Money Factors Limited are authorised and regulated by the Financial Conduct Authority. Our Financial Services Register Number is 519245. These details can be checked on the FCA's register by visiting their website http://www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. The FCA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you. This Terms of Business comes into force on the date you receive it from us and will remain in force until you are provided with revised terms

Our Services

Our aim, as mortgage advisors is to provide a quality client focused service. The Company advises and arranges on the following products:

- ✓ Mortgage, Second Charges, Consumer Buy to Let (CBTL), Business Buy to Let Mortgages (BBTL) from a panel of Lenders but not deals that you can only obtain by going direct to a lender.
- ✓ Non-Investment Life Insurance, Critical Illness Cover, Income Protection, Accident Sickness & Unemployment and Home Insurance from a range of Insurers.

Please refer to our 'About our Services' document for full details.

Note: Business Buy to Lets are not regulated by the Financial Conduct Authority (FCA).

The Scope of our Services

The Company, it's Advisers and its Appointed Representatives will advise and make recommendations for you after they have obtained, recorded and assessed your needs. Any advice given or recommendations made will take into account Your stated objectives/needs, Your appreciation of mortgage risk and any restrictions You place on the type of mortgage or related home finance/insurance products.

Instructions from You

The Company normally asks you to give written instructions in order to avoid possible disputes. The Company will, however, accept your oral instructions, provided they are confirmed in writing.

The Company may prior to acting on your behalf require production of adequate evidence of your identity/residence. You hereby agree to provide such evidence on request.

The Company's authority to act on your behalf may be terminated at any time without penalty and without prejudice to the completion of transactions already initiated, by either party giving immediate notice in writing to that effect to the other. Transactions in progress at the time of termination shall be processed to completion as if the termination had not taken place, unless specifically aborted by you in writing.

Conflicting Interests

The Company offers impartial advice but occasions can arise when it, or one of its Advisers/Appointed Representatives or another client, will have some form of interest in business, which the Company is transacting for you. If this happens, or the Company becomes aware that its interests or those of one of its Advisers/Appointed Representatives or other clients, conflict with your interests, the Company will inform you in writing and will obtain your consent before carrying out your instructions.

Fees & Charges

Arranging a mortgage or other home finance product for you may involve Arrangement, Booking, and Valuation fees by the relevant lender/product provider. You should refer to the Key Facts Illustration for details of all costs and charges associated with any recommended mortgage.

We will agree with you how we will be remunerated at the initial meeting. Our fees for Residential Mortgages, Consumer Buy to Lets and Insurance are disclosed in our 'About our Services' document.

For advising and arranging a Business Buy to Let Mortgage our company policy is to charge you a fee of up to 2.5% of the amount borrowed, depending on your personal circumstances Example of 1% fee for £100,000 borrowed a fee of £1,000 would be charged.

We may also receive fees from lenders with whom we place mortgages. Where this occurs we will tell you the amount. We will however always source a mortgage to fit our clients requirements and not by any fees that the lender may pay us or any other person for introducing you to them.

Payment of our fees are payable immediately upon a Formal Lender offer.

Money Factors Ltd reserves the right, on Unequitable, and unreserved terms, to be able to Cancel, withdraw and or revoke any Offer of Lending from Any and all Lenders, in the event of non-Payment and delay of payment of fess due to Money Factors ltd. In this event Money Factors ltd cannot accept any responsibility or Liability for any Financial or Consequential Loss incurred by the Applicant Borrower.

Client Money

THE COMPANY DOES NOT HANDLE CLIENT MONEY OR ASSETS. The Company never accepts cheques made out to the Company/Advisers/Appointed Representatives (unless it is in settlement of Broker Fees, which have been invoiced) or handles cash. All cheques for premiums or any mortgage/home finance/insurance related payments must be made payable to the product provider/lender/insurer.

Documentation and Information

The Company will forward to you all documents concerning the matters they have arranged for you as soon as practicable after they receive them. Where a number of documents relating to a series of transactions is involved, the Company will normally hold each document until the series is complete, and then forward them to you.

The Company may, in appropriate circumstances, place Your mortgage related insurance business through another authorised broker, arrange for You to deal directly with the relevant Insurer, or make special arrangements with a particular Insurer concerning the issue of policies or the handling of claims. In such circumstances, the Company will advise you accordingly.



The Company will also provide you with information relevant to your mortgage/home finance/insurance needs, covering such items as an explanation of the main repayment methods and the implications of taking out a mortgage. All advice given and recommendations made, including the underlying reasoning will be confirmed to you in a Suitability Report.

Disclosure requirements

It is your responsibility to provide complete and accurate information to us and Insurers when you take out an insurance policy, throughout the life of the policy and when you renew, vary or amend your insurance. Failure to do so, or any inaccuracies in information given, could result in your insurance being invalid or cover not operating fully. If a form is completed on your behalf, you should check that the answers shown to all questions are true and accurate before signing the document. You are advised to keep copies of any correspondence you send to us or direct to your Insurer.

Money Laundering

In line with The Money Laundering Regulations 2007, as a regulated profession, we are duty bound to carry out due diligence on all of our clients to confirm their identity. Rather than traditional methods in which you would have to produce multiple utility bills and a photographic ID we use an electronic verification system. This system allows us to verify you from basic details using electronic data, however it is not a credit check of any kind so will have no effect on you or your credit history. By signing this agreement as the seller you understand that we will undertake a search with Experian for the purposes of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.

Consumer Disclosure - Consumers are customers who are 'not' acting for the purposes relating to a trade, business or profession. It is important that you ensure all statements you make on Proposal Forms, Claim Forms and other documents are true, full and accurate.

Commercial Disclosure - Commercial customers are customers who are acting for the purposes relating to their trade, business or profession. You have a duty to disclose all material facts that is known or ought to be known by the policy holders senior management, or those responsible for arranging the insurance. This allows us to provide the Insurer with a fair presentation of all material circumstances so that they can determine whether to take the risk and, if so, on what terms.

Record Keeping

The Company keeps records of all business transacted on your behalf for at least six years.

You or Your agent may inspect any information relating to your transactions. The Company treats all client records as confidential and reserves the right to provide copies of your records only, rather than allow access to the records containing information on other clients. Any personal or financial information which You provide will be stored and used by the Company (the data controller), Your Adviser, or the relevant Appointed Representative to set up, advise on and service Your mortgage, home finance and related insurance arrangements. The Company may disclose this information to third parties for these purposes or where required to do so by law. By accepting this document you consent to such storage/use.

General Data Protection Regulation

We take protecting our customer's data very seriously and abide by the rules of the General Data Protection Regulation (GDPR). Please refer to our Privacy Notice for information on how we hold and process your data.

Under the Data Protection Act 1998 (DPA), you have the right to inspect any documentation we hold in respect of our dealings with you. We will keep copies of your records only for as long as we are each required to do so and your records will be kept confidential and in accordance with the requirements of the DPA. You can also apply for a copy of information held about you on each of our records and you can ask that any inaccurate details be corrected. Further details of how your information will be used, and your rights under the DPA, are available on request.

The Company may, from time to time, contact you in relation to products or services they believe may be of interest to you, unless You specifically instruct the Company not to do so

Complaints, Claims and Client Classification

If you wish to register a complaint or make a claim about the service you have received from the Company, please refer to our document titled 'About Our Services'.

The Company's Complaints Procedure (copy of which is available on request) is without prejudice to the client's rights to lodge a formal complaint with the Financial Ombudsman Service (FOS). Please note that BBTL are not regulated by the Financial Conduct Authority and therefore are unable to lodge a complaint under the FOS.

If you are happy with these terms of business and the section headed "Use of Your Information" and agree to them, please would you sign and return the enclosed copy to us. By signing these terms of business, you also agree that we can use and disclose your information in the ways
described above.
Signed:/
Signed.
Name(s):/
Dated:



Although we will not disclose any information about you to any other person for marketing purposes, we may, as part of our service to you, occasionally keep you informed of products, services and special offers and we may contact you about these by letter, telephone or email

If you do not wish to receive this information, you can tick this box [] and you can also let us know at any time if you no longer wish to receive this information.

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.

BUSINESS BUY TO LET AND COMMERCIAL MORTAGES ARE NOT REGULATED BY THE FCA.