

Terms of Business Letter

1. This Terms of Business letter sets out the basis on which we will conduct business with you and on your behalf. **It is an important document and we would ask you to read it carefully and if you are unsure of any of its terms please ask.**
2. These Terms come into force immediately on issue and remain in force until further notice.
3. **Clifton Mortgage Solutions Limited is an appointed representative of Financial Protection Network Ltd Ltd, which is authorised & regulated by the Financial Services Authority. Our FSA Register number is 449437. You can check this on the FSA's Register by visiting the FSA's website, www.fsa.gov.uk/register or by contacting the FSA on 0845 6061234**
4. **FINANCIAL PLANNING OBJECTIVES**
In order to provide you with personal advice and recommendations suitable for your particular circumstances we will undertake a 'fact find' to gather the appropriate information. We will then be able to set out clearly your financial planning objectives.
5. On the basis of the information you have provided to us we have classified you, in accordance with FSA rules, as a Private Customer.
6. Unless you inform us whether there are any restrictions as to the type of general insurance, pure protection contract or mortgage or their markets on which you want advice, we will only provide that advice on general insurance, pure protection contracts or mortgages within our authorisation and that we believe are suitable for you.
7. We are an independent broker and adviser. We provide advice on general insurance, pure protection contracts and mortgages and arrange transactions in these products.
8. Before providing advice you will receive from us an "Initial Disclosure Document", in accordance with FSA rules.
9. You will receive from the life office or operation in question information about the commission we receive. We will also tell you the amount of commission payable to us on all contracts. All trail or renewal commission payable by providers belongs to the company. We may share commissions with third parties who introduce business to us.
10. We require our clients to give us instructions in writing, to avoid possible disputes. This will usually be in the form of a proposal or application form. We will, however, accept oral instructions in certain instances provided they are subsequently confirmed in writing.
11. For your protection WE DO NOT HANDLE CLIENTS' MONEY. In respect of premiums, we never accept a cheque made out to us or handle cash.
12. We will make arrangements for all your contracts to be registered in your name unless you first instruct us otherwise in writing.

You hereby acknowledge that in the event of Clifton Mortgage Solutions Limited assisting you in the completion of any application or policy proposal forms that you will in any event continue to bear full responsibility for the accuracy and completeness of the information entered on such forms. Therefore you understand that inclusion of incorrect information or omission of any material facts may result in the policy or contract to which the application or proposal relates to being adversely adjusted, made void and/or any claim(s) made against it being refused.

13. We will forward to you all documents showing ownership of your policy/contracts as soon as practicable after we receive them. All such documents may be sent by post and is done so at the client's risk.
14. In respect of any regular premium policy which we may recommend, should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will not charge the fee if you exercise your right to cancel in accordance with the cancellation notice sent to you by the life company. Details of the commission payable will be notified to you in a specific key features illustration prior to any transaction proceeding.
15. Unless you specifically request otherwise we may telephone or visit you during normal social hours to offer you further advice or inform you of products and services in which you may be interested. We may also contact you by mail or e-mail. If you do not want to receive such information, please let us know.
16. We offer independent financial advice, but occasions can arise where we, or one of our other customers, will have some form of interest in business, which we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. There may be occasions when we will be unable to act for one of the parties.
17. You, or we, may terminate our authority to act on your behalf at any time, without prejudice to the completion of any transactions already initiated, and without penalty. Notice of this termination must be given in writing.
18. When we have arranged any general insurance, pure protection contracts or mortgage contracts for you we will not give you further advice unless you request it, but will be glad to advise you at any time you ask us to do so. A formal review service is available by separate agreement, details of which we shall be pleased to advise you. In conducting insurance mediation activity the firm does not act contractually on behalf of, or for, its customers & consequently the rules for distance non-investment mediation contracts do not apply.
19. We are registered under the Data Protection Act 1998. It is understood that we keep personal and financial information with regard to your circumstances on file (electronic and/or paper based) as required to be able to advise you as to your financial planning needs. We confirm that this information will not be used, or transferred by us to any other firm or company with the exception of Financial Protection Network Ltd. We confirm that we cannot be held responsible for the information held on your file becoming inaccurate due to your change of circumstances if you fail to inform us of those changes.
20. We keep records of our business transactions for at least six years. We are required to verify your identity in accordance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003. We reserve the right to approach third parties and to delay any applications until adequate verification of identity has been obtained.
21. We reserve the right to amend these Terms at our discretion where changes in regulation, law etc. necessitate by giving you notice in writing.
22. These terms of business shall be governed by and construed according to English Law. Any disputes shall be determined in the English Courts.