



Maxwell Moore Limited
40 Trafalgar Road, Salford, M6 8JD

0330 122 7887

W: www.maxwellmoore.co.uk

E: info@maxwellmoore.co.uk

TERMS AND CONDITIONS OF ENGAGEMENT

The terms defined in the Client Fee Agreement apply.

These Terms and Conditions of Engagement and the Client Fee Agreement form the basis upon which the Client agrees to engage the Firm to provide the Services.

1. Permitted business

We are authorised by HL Partnership Limited to advise and make arrangements in relation to mortgages, protection and general insurance.

2. The Services

Insurance

We offer products from a limited number of insurers for the following products: life insurance, life assurance; critical illness cover; income protection; family income benefit, accident, sickness and unemployment insurance; household insurance; landlords insurance.

We will advise you and make a recommendation after assessing your needs for insurance products.

Mortgages

We offer a comprehensive range of mortgages from across the market, but not deals that you can only obtain by going direct to a lender. We will advise you and make a recommendation after assessing your needs for mortgages.

We will always act in your best interests when providing advice and recommend products that are suitable to the requirements you disclose to us.

Acceptance of our recommendation and payment of the Broker Fee do not guarantee that the Firm will be able to secure the recommended insurance or mortgage products for you. Where we believe your circumstances are such that you are unlikely to obtain a mortgage or insurance product, then we will not provide a recommendation.

3. Confirmation of identity

To comply with anti-financial crime regulations, we are required to confirm your identity in order to provide the Services. This means we are required to seek proof of who you are and where you live. We may be able to check your identity electronically based on the information you provide, or we will ask you to provide proof of identification. We will inform you of the original documents that you may have to provide.

4. Duty of disclosure

You must provide complete and accurate information to us, or to any product provider. It is important that you ensure all statements that you make to us or any provider, are true and accurate and that you fully disclose all material information when requested to do so. If you fail to disclose any material information to us or to any provider, this could invalidate the



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product that we arrange for you and, where insurance has been arranged, the policy may not pay out as envisaged.

We do not accept any liability arising from your failure to disclose relevant information when requested to do so. We are entitled to rely on the information that you disclose to us and cannot be held responsible for any consequences arising from the information held on your file becoming inaccurate due to a change in your circumstances if you fail to inform us of such changes.

5. Product related information

You will be provided with full details of the products we recommend to you, including, for example, information on the right to cancel and any other early termination rights and penalties. This information may be contained in a document supplied by the product provider. This will be supplied to you before we will proceed to submitting any application on your behalf. You must confirm your acceptance of our recommendation in writing in order for us to submit any applications for you. You can request an illustration for any regulated mortgage contract that we are able to offer at any time during the advice process.

6. Issue of documentation

We will forward all relevant product literature to you as soon as reasonably practicable following receipt by us. Where a number of documents are involved, we will usually wait until all are received by us, and then forward them to you in one package.

7. Our fees

Insurance

We will not charge you a fee for providing advice relating to insurance. You will receive a quotation which will tell you about any other fees or charges relating to any particular insurance policy. We will be paid commission from the insurance provider.

Mortgages

We will charge you a total fee of £350 for providing mortgage advice. This fee is payable once we have provided a recommendation in order to proceed with submission of a full mortgage application. We will also be paid commission from the lender in the event of a mortgage completing.

We will not undertake any substantive work for you until you have been provided with and signed a binding Client Fee Agreement which will detail all applicable fees and when they are payable.

We will not exceed any fees set out in the Client Fee Agreement without your agreement.

We reserve the right to waive or vary our fee for individual clients at our sole discretion.

You will receive an illustration for any mortgage product we recommend which will detail any fees and charges that may be payable, including our fee.



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We will advise you if it is appropriate to pay fees or charges in connection with the mortgage up front as opposed to adding them to the sum advanced under the mortgage contract. We will require you to make a positive choice to add any fee or charge to the sum advanced, after providing advice.

8. VAT

Whether or not VAT is payable by you in relation to the Services we undertake depends on the precise nature of the Services provided and whether these are principally in the nature of advice or whether we provide intermediary services between you and a product provider.

9. Methods of payments

We will only accept a monetary payment from you if you have signed a Client Fee Agreement and we have issued an invoice to you.

We do not accept cash or cheque as a form of payment. Payment can be made by card or by bank transfer.

Any payment to a third party must be addressed to that third party. We are not permitted to accept Client Money (as defined by the FCA).

10. Relationship management

We will keep records of the products secured for you and use this information to contact you regarding your future needs. This may include, but is not limited to, providing quotations for household insurance or contacting you towards the end of any mortgage deal to discuss a plan of action for a new deal. You can indicate your consent to relationship management in the Client Fee Agreement.

11. Conflicts of Interest

Circumstances can arise where we, or one of our other clients has an 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.

12. Complaints

We aim to provide you with the highest levels of service. In the unlikely event that you wish to complain then the relevant contact details are as follows:

In Writing: The Complaints Department, HL Partnership Limited, Pharos House, High Street, Worthing, West Sussex, BN11 1DN.

By Telephone: 01903 602664

By Fax: 01903 538852

By Email: complaints@hlpartnership.co.uk

We, and HL Partnership Limited will endeavour to deal with your complaint quickly and impartially. In the event we are unable to resolve your complaint to your satisfaction you may be entitled to refer it to the Financial Ombudsman Service for an independent review. Details of your right of recourse to the Financial Ombudsman Service will be provided to you at the



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point of dealing with any complaint. Further details about the complaints procedure can be found online at <http://www.hlpartnership.co.uk/complaints/>.

13. Protection for you

HL Partnership Limited maintains professional indemnity insurance which provides comfort for you in the unfortunate event that a mistake is made in relation to your affairs. In the event of the financial failure of the Firm or HL Partnership Limited, you may have access to the services of the Financial Services Compensation Scheme (“FSCS”). Whether you will depends on the type of business and the circumstances of the claim. Further information is available from the FSCS directly or from the Firm on request. The following provides an indication of FSCS coverage in relation to the business areas in which the we operate:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit;
- Mortgage advising and arranging is covered up to a maximum limit of £50,000.

14. Amending these Terms and Conditions

We reserve the right to amend these terms and conditions of engagement without your consent. In this event, we will provide you with reasonable notice of any changes. As a consequence of any such change you may choose to terminate the relationship with the Firm, and, if you do so this will be without cost to you, provided always that you acknowledge you do at all times remain responsible for making payments to the Firm that may be due under a Client Fee Agreement.

15. Termination

Either party has the right to terminate this agreement at any time without penalty. Notice of this termination should be provided in writing and sent to the usual address of the Firm as set out above. Should we decide to give you notice, it will be provided in writing to the most recent correspondence address the Firm has on file for you. In the event that you decide to terminate the agreement between us where we have undertaken work on your behalf for which a fee is due pursuant to the Client Fee Agreement, we reserve the right to charge you that fee. Termination will not affect any transactions we have already arranged for you.

16. Confidentiality

You can be assured that we will keep all of your personal information private and confidential, even when you are no longer a client, except where disclosure is made at your request or with your consent, in accordance with these terms of business or where the terms of the Client Fee Agreement apply.

17. Data processing

Please see our Privacy Notice for full details.

18. Governing law and jurisdiction

These Terms and Conditions of Engagement are governed by and shall be interpreted in accordance with the laws of England. Any dispute arising in connection with these terms shall be subject to the exclusive jurisdiction of the English courts.