

**Mahay Financial Services is a trading style of Mahay Solutions Limited. Registered address as above.
Registered in England and Wales. Company number: 5306617**

CLIENT AGREEMENT

1. This document 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. The terms of this Agreement come into force immediately on acceptance (implied or actual) of its terms by you and will remain in force until cancelled by us or replaced by a later version.
3. **Mahay Financial Services is a trading style of Mahay Solutions Limited, which is authorized & regulated by the Financial Conduct Authority (FCA) under number 673400.** You can check this on the Financial Services Register by visiting www.fca.org.uk/register/ or by contacting the **FCA at 25 The North Colonnade, Canary Wharf, London, E14 5HS or telephone 0800 111 6768 (Freephone) or by contacting the compliance department at the registered address above.**

THE RANGE OF OUR ADVICE AND FINANCIAL PLANNING OBJECTIVES

- 4 Mahay Financial Services and your adviser are restricted and are able to advise you on a range of products.
- 5 We are permitted to give advice on general insurance and mortgages and arrange transactions in these products.
- 6 In order to provide you with personal financial advice and recommendations suitable for your particular circumstances we will undertake a 'fact find' to gather the appropriate information to assess your needs. We will then be able to set out clearly your financial planning objectives based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of policies you are willing to consider. Details of your stated objectives will be set out in a Suitability Report we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.
- 7 You hereby acknowledge that in the event of the firm assisting you in the completion of any mortgage 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 mortgage or policy to which the application or proposal relates to being adversely adjusted, made void and/or any claim(s) made against it being refused. The advice we give you will be based on the information you have given us and your stated objectives including the degree of risk you will accept. It is your responsibility to advise us on any changes.

- 8 We will forward to you all documents showing ownership of your contracts as soon as practicable after we receive them. All such documents may be sent by post and this would be at your risk.
- 9 Unless you inform us whether there are any restrictions as to the type of insurance or mortgage or their markets on which you want advice, we will only provide that service on insurance or mortgages within our authorization and that we believe are suitable for you.
- 10 We require our clients to give us instructions in writing, or we may confirm our understanding in writing (by post or by email) in order 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.

CUSTOMER CLASSIFICATION

- 11 The type of client category will determine the levels of protection afforded to you under the Financial Services and Market Act 2000. The firm proposes to classify you in accordance with FCA rules as a **Retail Client** and the regulatory protection available to you will be the highest available. This agreement is personal to you and not assignable. We may accept instructions from and give information to third parties or your other advisers on your behalf where you have confirmed in writing we may do so. We cannot accept any responsibility for errors in information supplied by such persons. Where you are a trustee, director or officer of any trust, corporation or LLP requiring advice you warrant to us that you have full authority to act on behalf of the same and there are no restrictions on the limits of our advice of which we have not been made aware. We will not be responsible for advising on compliance with your trust, trustee, director or officer obligations.

THE COST OF OUR SERVICES

Pure Protection Products

- 12 If you buy a protection product you may elect that we are remunerated **by commission**. The commission is paid directly by the provider. Although you pay nothing up front that does not mean our service is free. The commission paid to us forms part of a 'product charge' which you

pay when you purchase the product. Product charges pay for the product provider's own costs and any commission payable to third parties.

You may elect that we arrange for the protection premium to be discounted by the commission that otherwise might have been payable under the policy recommended. In this instance you will need to pay a fee appropriate to cover our advice and work, this fee will be determined by us and will be non-refundable, unless you exercise your right to cancel in accordance with the cancellation notice sent to you by the product provider.

The amount of commission we receive will vary depending on the type of policy and (sometimes) the term of the policy or your age, as in the following example:

If you were to pay £20 per month towards a Critical Illness policy we would receive commission of 3% of the sum assured.

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, you will be invoiced for the claw back amount if the policy is cancelled during the initial tie-in period (i.e. 24 month or 48 month period depending on 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 product provider.

Mortgages and General Insurance

13 In accordance with the regulatory requirements, before providing advice for **mortgages** and **general insurance** we will issue a Terms of Business Letter. The document will detail the options for our remuneration by fee, product charges or a combination of both.

We may also receive commission or other form of benefit from working with the issuer of a security, a product provider or from another intermediary. We will inform you before the transaction if we are likely to receive such commission or form of benefit from recommending any product to you.

14 In respect of any regular premium policy which we may recommend, should you subsequently cease to pay premiums on the policy and as a result of your cancellation we are obliged to refund product charges or other 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 such fee if you exercise your right to cancel in accordance with the cancellation notice sent to you by the product provider.

15 Our Fees for Mortgages Advice

In accordance with the regulatory requirements, for providing mortgage advice fees are payable as follows:

Initial Consultation Fee:

£250.00 is payable at the outset for initial consultation. This is Non-Refundable

Broker Fee:

The broker fee is charged as a percentage of the loan amount borrowed, the rate of which is set according to your credit history as follows:

Broker Fee A: Broker Fee for persons with no delinquencies':

A broker fee of 1% of the loan amount borrowed OR £1000 if the loan amount is less than £100,000.

Broker Fee B: Broker Fee for persons with any credit delinquencies' and/or can be defined as credit impaired as per the FCA definition:

A broker fee of 2% of the loan amount borrowed OR £2000 if the loan amount is less than £100,000.

Credit delinquencies are defined as any instances in the applicants' credit history where any one of the following has occurred (this list is non-exhaustive): consecutive missed payments; more than 2 missed payments in any twelve month period; County Court Judgements; Defaults; Bankruptcies; Individual Voluntary Agreements (IVA); Company Voluntary Agreements (CVA); and Insolvencies.

Broker Fee Payment Schedule:

- 50% is payable pre- application for the processing & administration of a mortgage (Application fee). This is Non-Refundable
- The remaining 50% is payable on receipt of mortgage offer (Offer fee).

We will also be paid commission or a Procuration Fee from the lender.

The above fees are separate and in addition to any fees payable to lenders, solicitors or any other participant.

If you do not proceed to completion following receipt of a mortgage offer, you will still be liable for the full broker fee owing to Mahay Financial Services.

Refund of fees

The initial consultation and the application fee (50% of broker fee) are non-refundable.

The offer fee is only refundable where, you have paid the full broker fee upfront and we are unable to obtain a mortgage offer.

If on receipt of a mortgage offer the application does not proceed to completion, or for any reason whatsoever or if you choose not to proceed, you are still liable for the full broker fee owing to Mahay Financial Services and you will not be entitled to a refund.

16. For general insurance we do not charge a fee. We will be paid commission from the product Provider.

17. We may also receive commission or other form of benefit from working with the issuer of a security, a product provider or from another intermediary. We will inform you before the transaction if we are likely to receive such commission or form of benefit from recommending any product to you.

18. In respect of any regular premium policy which we may recommend, should you subsequently cease to pay premiums on the policy and as a result of your cancellation we are obliged to refund product charges or other 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 such fee if you exercise your right to cancel in accordance with the cancellation notice sent to you by the product provider.

CLIENT MONEY

19. For your additional security **we do not handle client's money**. We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice). We do not handle cash. Cheques for payment will be required to be paid direct to the insurance provider.

ACCOUNTING TO YOU

20. We will make arrangements for all your contracts to be registered in your name unless you first instruct us otherwise in writing. You have a right to inspect copies of contract notes and entries in our records in relation to transactions on your behalf. In that request we reserve the right to give you copies of such documents rather than access to the original records.

We will forward to you all documents showing ownership of your policies as soon as practicable after we receive them. Where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

21. Subscribe to the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. You will find up-to-date details of the FSCS's compensation limits, eligibility and details of how to make a claim on its website www.fscs.org.uk

Insurance

Insurance advising and arranging is covered for 90% of the claim with no upper limit.

Home finance products mortgages and home purchase plans

Advising on or arranging house purchase finance is covered for 100% of the first £50,000 (per person).

Further information about compensation scheme arrangements is available from the FSCS.

COMPLAINTS

22. If you should have any complaint about the advice you receive or a product you have bought please write or call the **Compliance Director at Mahay Financial Services, 52 Vyse Street, Hockley, Birmingham, B18 6HR, 0121 551 7676.**

If following our subsequent investigation and response you are still not satisfied you may contact the Financial Ombudsman Service (www.financial-ombudsman.org.uk; South Quay Plaza, 183 Marsh Wall, London, E14 9SR). Full details are contained within our internal complaints procedure, which is available to you on request at any time.

CANCELLATION RIGHTS

23. Cancellation rights for each individual policy you have been advised on will be explained to you in your suitability report which we will give you before or at the time you confirm or carry out the transaction. Where cancellation is requested within the cancellation period we will instruct the provider to refund the proceeds net/gross of the adviser charging agreed.

MATERIAL INTERESTS

24. We are not connected to any product provider, 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.

25. As a consequence of such potential conflicts arising, we have put arrangements in place to ensure our clients are treated fairly. We have also implemented a conflicts of interest policy to help us manage such risks, which you may access on request.

RISK WARNINGS

26. Relevant risk warnings will be advised to you throughout the financial planning process and in your suitability report.

For mortgages please be aware that your home may be repossessed if you do not keep up repayments on your mortgage.

For insurance products, your insurance policy may lapse if you do not keep up to date with regular premium payments and you may not be covered if a claim is made.

TERMINATION OF AUTHORITY

27. You or we may terminate our authority and/or this agreement to act on your behalf at any time without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this client agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees which may be outstanding.

DATA PROTECTION & ANTI MONEY LAUNDERING

28. We are registered under the Data Protection Act 1998. You acknowledge and understand 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, company, entity or person with the exception of Financial Ltd (or any other company within the same group of companies) and the product provider without your consent or as may be required by law. We may also provide information to the FCA upon request for regulatory reasons.
29. 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. We want to make sure your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

30. Where business services are provided to us by third parties then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions such as processing business, and obtaining compliance and regulatory advice you agree that personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such third parties. You agree that this information may be transferred electronically, e.g. e-mail. You also agree that we or any such third party may contact you in future by any means of communication which we consider appropriate at the time.
31. We keep records of our business transactions for at least six years.
32. We are required to verify your identity in accordance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007. We reserve the right to approach third parties and to delay any applications until adequate verification of identity has been obtained.
33. You agree to us recording telephone calls.

GOVERNING LAW & JURISDICTION

LIABILITY

34. You agree to indemnify us in relation to any acts, proceedings or claims which we incur directly or indirectly as a result of our acting under this agreement save that this indemnity shall not apply to the extent it arises out of our negligence, fraud, breach of this agreement or our regulatory responsibilities.
35. We reserve the right to amend this agreement at our discretion where changes in regulation or law necessitate by giving you notice in writing. You will also be given the option to accept our new agreements or terminate our authority. This agreement shall be governed by and construed according to English. Any disputes shall be determined in the jurisdiction of the English Courts.
36. Where a formal written notice is required by this agreement then it shall be in writing (not email unless agreed in advance by the parties) and sent by first class post and deemed effective two business days after posting.

CLIENT'S CONSENT

37. **This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.**

I/We understand and consent to the terms of this client agreement and I/We hereby authorise the transfer of information, as described above, on a confidential basis when warranted between such third parties.

I/We authorize you to liaise with My/Our other professional advisers in exchanging relevant personal information pertinent to my/our financial planning requirements and to rely on any such information provided.

I/We agree that this Client Agreement will come into effect from the date below.

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.

Client Name(s)

Client signature(s)

Date

Signed for and on behalf of the firm:

Adviser

Signature

Date of issue