



CLIENT AGREEMENT

Mortgages and Protection Planning

1. INTRODUCTION

This agreement sets out the terms under which our services are to be provided, including details of the specific services and a summary of our charges for those services.

Milton IFA Limited is able to act on your behalf in advising you on mortgages, consumer and business buy-to-let mortgages and protection planning. We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. Following our initial discussion, should you decide to go ahead there is a cost for our advice and services.

Alternative Finance Options

You should note that where we provide services in relation to increased borrowing on an existing mortgaged property there may be alternative options available to you that may be more appropriate. For example, you may be able to obtain a further advance from your existing lender, or obtain an unsecured loan for the additional funds. Where your existing mortgage is a first charge against the property, a second charge mortgage may be available and where the existing mortgage is a second charge a first charge loan may be available.

2. OUR SERVICE

The services that you have selected and the charges for those services are confirmed in Section 9 - Your Consent at the end of this agreement. We agree to provide the services selected and you agree to pay us for those services.

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

3. COMMENCEMENT

This agreement shall commence on the date of signature and shall remain in force until terminated in accordance with Section 6 – Cancellation below.

4. OUR SERVICES AND HOW WE CHARGE FOR THEM

For any aspect of our services all actual charges and fees will be fully disclosed to you. We will not charge you until we have discussed your payment options and agreed with you how we are to be paid. We will also let you know if there are any other costs that might arise in connection with the services we provide to you.

Our charges/fees will be VAT exempt unless the work we provide for you only involves advice and/or preparing a report, in which case VAT may be applicable. We will always tell you if you have to pay VAT before we undertake any work for you.

Mortgage Advice

Our mortgage services are designed to provide you with the best mortgage solution for your needs. We advise on mortgage products, this means that we will make a recommendation for you after we have assessed your needs.

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.

You can pay for our mortgage services by:

1. A fee
2. Commission from the mortgage lender (where this is available)
3. A combination of fee and commission from the mortgage lender



Paying by Fee (if applicable)

We may charge a fee which will be fully disclosed prior to it being incurred, the amount of which will be dependent upon the circumstances of the application.

We may also receive commission from the mortgage lender in addition to the fee we have charged you which will be disclosed on the Key Facts Illustration(s) you will receive relating to your chosen mortgage.

Paying by commission from the lender (if applicable)

No fee is charged directly to you for our mortgage services. We will receive a commission from your chosen mortgage lender. The amount we receive will be disclosed on the Key Facts Illustrations you will receive relating to your chosen mortgage.

You will receive a key facts illustration when considering a particular mortgage which will tell you about any fees relating to it.

If we charge you a fee, and your mortgage does not go ahead, you will receive:

- A full refund if we have not carried out any research/processing on your behalf.
- No refund if we have carried research/ product options and sourced a suitable mortgage provider

If we are paid commission by one or more mortgage lenders, you have the right to request information on the levels of commission we will receive from different lenders in relation to any mortgage product recommended.

Protection Planning

Our advised protection planning services are suitable if you are looking for the best way to protect you, your family or your business through products such as critical illness cover, health insurance and life cover. We advise on non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers.

You can pay for our advised protection services by:

1. A fee
2. Commission (where this is available)
3. A combination of fee and commission

Paying by Fee (if applicable)

We may charge a fee which will be fully disclosed prior to it being incurred, the amount of which will be dependent upon the circumstances of the application.

We may also receive commission from the insurer in addition to the fee we have charged you which will be disclosed in the Illustration(s) you will receive relating to your chosen policy.

Paying by commission (if applicable)

Where we are paid by commission this will be disclosed in the illustrations(s) before we carry out any business for you. Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product.

5. OUR OBLIGATIONS

Recommendations

We will confirm to you in writing the basis of our recommendations. We will also provide you with a 'Key Facts' Illustration (KFI)/ European Standardised Information Sheet which is a personalised description of the costs and features of the mortgage / product that we are recommending. You may ask us to provide you with additional KFIs/ European Standardised Information Sheet for any mortgage / product for which you are eligible.



Protecting your personal information

Your personal information is important to us. We will endeavour to take all due care to protect this information. We highlight below matters relating to your information that you should be aware of.

Some services are provided to our firm by third parties such as processing business or obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details. Personal information held by ourselves may be disclosed on a confidential basis, and in accordance with the General Data Protection Regulation 2018, to any such third parties. This information may be transferred electronically (e.g. e-mail) and we, or any such third party, may contact you in future by any means of communication which we consider appropriate at the time.

Product providers and lenders may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of Data Protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the General Data Protection Regulation even when your personal information is processed outside Europe.

Anti-money laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose 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.

Conflict of interests

We will endeavour always to act in the best interests of you our client. However, circumstances can arise where we or one of our other clients may have some form of 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.

Communicating with you

We may communicate with you by telephone, post, e-mail or in person. In certain circumstances, we may ask you to confirm any instructions in writing prior to implementation. All our communications with you will be in English.

6. CANCELLATION

Termination of this Agreement

You or we may terminate this agreement and our authority 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 agreement unless otherwise agreed in writing. You will be liable to pay for any services provided prior to termination and any fees outstanding, if applicable.

Product cancellation rights

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before the conclusion of any contract.

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a **30 day cancellation** period for a life, protection or payment protection policy and a **14 day cancellation** period for all other policies. Please note that there is **no right** to cancel a mortgage contract once the mortgage transaction has been concluded.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be provided to you.



7. HOW YOU ARE PROTECTED

Milton IFA Limited is authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN.

Our Financial Services Register number is 491145. Our permitted business is advising on and arranging mortgages, consumer and business buy-to-let mortgages and non-investment insurance contracts. You can check this 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.

Complaints

If you are dissatisfied with a recommendation we have made you are entitled to make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us:

In writing: The Compliance Officer, Milton IFA Ltd, Venture House, 2 Arlington Square, Bracknell, Berkshire. RG12 1WA
By phone: +44 (0)1344 586100
By e-mail: info@milton-ifa.co.uk

Please be assured we treat complaints seriously. For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS').

Consumer buy-to-let mortgages

If you take out a consumer buy-to-let mortgage, for your further protection, if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS').

Business buy-to-let mortgages

If you cannot settle your complaint with us, you will not be entitled to refer it to the Financial Ombudsman Service. The Financial Ombudsman Service (FOS) is an agency for arbitrating on unresolved complaints between regulated firms and their clients. Full details of the FOS can be found on its website at www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme

We are also covered by 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.

Insurance - advising and arranging is covered for 90% of the claim, without any upper limit.

Mortgages - advising and arranging is covered up to a maximum limit of £50,000.

As both consumer and business buy-to-let mortgages are not regulated by the Financial Conduct Authority, **you will not** have any recourse under the Financial Services Compensation Scheme.

Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk/consumer.

Client money

We are not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of a service for which we have sent you an invoice) or handle cash.

8. GENERAL

Jurisdiction

This agreement is governed by and should be interpreted in accordance with English law and you agree to submit to the non-exclusive jurisdiction of the English Courts.

Legal and accounting advice

Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

Direct mortgage deals

We advise on mortgage products from the whole of the market. This means that we source the recommended mortgage from the range of mortgages available to “intermediary” firms. Certain lenders may offer products directly to the public, rather than via an intermediary firm, with more favourable terms. Accordingly our recommendation to you will be based on the most suitable mortgage product incorporated within the range available to intermediary firms.

Unsolicited promotions

We may contact you in the future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular mortgage product or service which we feel may be of interest to you.

Benefits we may receive:

Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (e.g. product providers) as this would conflict with our independent status.

From time to time we may attend training events funded and/or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this doesn't affect our obligation to act in your best interests. Please ask us if you want further details.

Providing information to your insurer

Your insurance / protection cover is based upon the information you provide to the insurance company. Where you are buying insurance as an individual, this means that you must take 'reasonable care' to answer all questions asked by the insurer fully and accurately. For general insurance policies such as car insurance or liability insurance, once cover has been arranged, you must immediately notify the insurers or us of any changes to the information that you have already provided. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other clients (e.g. commercial clients) must still disclose all 'material facts' (any information that may influence the insurer's decision over cover or terms) prior to inception and throughout the period of the policy. Again, failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.



9. YOUR CONSENT

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.

If you wish to instruct Milton IFA Ltd to act on your behalf, please sign this document below. These Terms and Conditions of Business become effective from the date of signing and both you and Milton IFA Ltd having signed this Agreement confirm acceptance of the terms.

By signing these Terms and Conditions of Business you acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated. 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.

1. You agree that the information we hold about you can be held on computer and/or paper files.
2. You agree that any information which you give us may be disclosed to third parties (e.g. credit reference agencies and product providers) for any purpose associated with transacting business on your behalf or to another firm upon the sale of all or part of our business.
3. You agree that we may use the information that we hold about you to contact you from time to time by post, fax, e-mail or telephone to bring to your attention additional products or services which may be of benefit to you.
4. We agree that any consent given by you under paragraph 3 above may be withdrawn by you at any time by writing to: The Compliance Officer, Stuart Milton, Milton IFA Ltd, Venture House, 2 Arlington Square, Downshire Way, Bracknell, Berkshire. RG12 1WA.

Mortgages & non investment insurance products:

I/we elect to remunerate Milton IFA Ltd for the services to be provided by:

1. Milton IFA Ltd receiving commission from the product provider.
2. Paying fees to Milton IFA Ltd in accordance with the accompanying Financial Planning Fee Agreement.
3. A combination of 1 and 2 in accordance with the accompanying Financial Planning Fee Agreement.

It is confirmed that I/we wish to retain the services of Milton IFA Ltd. I/we also confirm that I/we have received, reviewed and understood a copy of:

- a) Milton IFA Ltd's Client Agreement
 - b) A Fee Agreement *
- *To be deleted if not applicable

Investments including pensions:

Please refer to our separate Client Agreement and Service Proposition which you will be provided with for Investment products.

Client full names(s)

Client signature(s)

Date Date

Signed for and on behalf of Milton IFA Ltd



APPENDIX

General Data Protection Regulation

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. 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 with you.

We have issued you with our Privacy Notice. This is a separate document which provides 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.

There are certain categories of personal data that are sensitive by nature. The categories include:

- Racial · Ethnic origin · Political Opinions · Religious Beliefs · Trade-union membership · Genetic Data
- Biometric Data · Health Data · Data concerning a natural person's sex life · Sexual Orientation

Depending on the nature of the products and services that you engage us for 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.

Sensitive personal data consent

The principal 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 sensitive data as described above we require your consent by indicating your agreement to the following statement:

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

Please note that you may be able to withdraw this consent.

We may also engage the services of third party providers of professional services who may also need to process your personal data in the performance of their contract with us.

Marketing

From time to time we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this we require your consent by agreeing to one or all of the options:

I / we consent to be contacted for marketing purposes by: Email Telephone Text Message Post

Please note that you may withdraw this consent at any time.

Client names(s)

Client signature(s)

Date