

CLIENT AGREEMENT MORTGAGES AND PROTECTION PLANNING

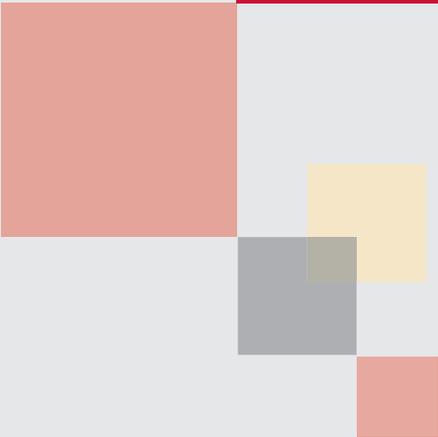


HOW OUR SERVICE WORKS FOR YOU

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.

Opal Financial Management Limited is able to act on your behalf in advising you on mortgages and protection planning.

We offer you an initial discussion at our expense and 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.



Opal Financial Management is an Appointed Representative of Sense Network Limited, which is authorised and regulated by the Financial Conduct Authority, the independent watchdog that regulates financial services.

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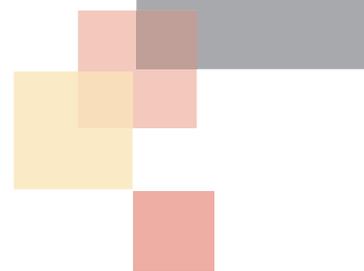
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INTRODUCTION

WHO WE ARE

Opal Financial Management Ltd is a national financial planning firm, consisting of Independent Financial Advisers (IFAs), mortgage and protection specialists. It is focussed on helping individuals and businesses understand and plan for their financial future.

We pride ourselves on our independent status, which is the key foundation of our business. This ensures we can advise on financial products across the whole of the

market. We do not act on behalf of any product provider, bank or insurance company, but solely in the best interests of our clients at all times.

We are passionate about providing the best customer experience. All Opal Financial Management advisers pride themselves in building lasting, professional relationships in order to become the customers' trusted financial adviser.

WHAT WE DO

We are committed to providing independent advice and constructing financial solutions using products from the whole of the market. Financial advice is provided exclusively by qualified and experienced practitioners and is regulated by the Financial Conduct Authority.

We offer an initial discussion (at our cost and without charge) when we will describe our services more fully and explain the payment options. Following our initial discussion, if the decision is to go ahead there is a cost for our advice and services.

OUR MISSION STATEMENT

We believe that Treating Customers Fairly is about delivering a fair outcome, whilst offering a first-class business service.

It is embedded in our culture and our customers can be assured of this because:

- We are open about the way we carry out our business and how we are remunerated.
- We welcome customer feedback on a regular basis.
- We encourage all our staff to continue with their professional development.
- Our business is about our customers, and we are always conscious of this.

We look at all areas of our business on a regular basis to ensure that:

- Customers can be confident that they are dealing with a firm where the fair treatment of customers is central to our firm's culture.
- We consider our customers when promoting new services and products and ensure that they are relevant to them.
- Our customers are provided with clear information and we keep them informed before, during, and after the point of advice.
- Where advice is provided, we take time to understand our customers' situation and ensure that our advice is suitable and appropriate.
- We meet our customers' expectations, providing them with a level of service and products that are of an acceptable standard.
- We will ensure that our customers can switch providers, change products, surrender policies and make any complaints without any undue barriers.



OUR SERVICE



The services that you have selected and the charges for those services are confirmed in the 'Your Consent' section within 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.

Commencement

This agreement shall commence once it has been signed by all parties and shall remain in force until terminated in accordance with the 'Cancellation' section.

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. We offer mortgages in the non-business and business markets and first charge and second charge loans in both markets.

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.

The cost of our mortgage services

A fee of between £250 and £495 which is payable on application. The total fee will be based on your personal circumstances, employment record and credit history. We will provide you with written confirmation of your fee prior

to the commencement of any chargeable activity.

In addition to the fee we charge you, we may receive commission from the mortgage lender, which will be disclosed on the Key Facts Illustration / European Standardised Information Sheet you will receive relating to your chosen mortgage.

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.

You will receive a Key Facts Illustration / European Standardised Information Sheet when considering a particular mortgage which will tell you about any fees relating to it.

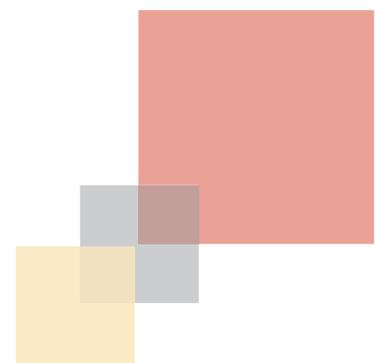
If we charge you a fee, and your mortgage does not go ahead, you will receive no refund if we have carried out credit searches/research/ product options on your behalf.

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 commission (where this is available) from the product provider. Where we are paid by commission we will tell you the amount 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.

In respect of any regular premium policy which we have arranged for you, 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 confirm the exact amount that will need to be repaid by you and the timescale over which it will need to be repaid in the suitability report we will send you when a recommendation is made. We will not charge any such fee if you exercise your right to cancel in accordance with any cancellation notice sent to you by the life insurance company.





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) or an European Standardised Information Sheet (ESIS) 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 or ESISs 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 Data Protection Act 1998, 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 Data Protection Act 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 (unless agreed otherwise).



HOW YOU ARE PROTECTED

Opal Financial Management Limited is an appointed representative of Sense Network Limited, Brookdale Centre, Manchester Road, Knutsford, Cheshire, WA16 0SR which is authorised and regulated by the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS.

Sense Network Ltd's Financial Services Register number is 465124. Our Financial Services Register number is 602945. Sense Network Ltd's permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages. 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, or any other interested parties i.e. guarantors, 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 Director, Sense Network Limited, Brookdale Centre, Manchester Road, Knutsford, Cheshire, WA16 0SR.

By phone: Telephone 01565 658 840

By e-mail: Complaints@sense-network.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'). 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 100% of the claim, without any upper limit.

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

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

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.

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.

If there is a particular mortgage product that you are aware of which is available directly from a lender that you wish us to review and comment on, we are happy to do so. We may charge you a fee for providing advice in relation to this but would agree this with you at the time.

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.

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.



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.



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. This client agreement replaces any previous agreements and understandings we have with you, and will only be modified where confirmed in writing.

I/We acknowledge that the client agreement will come into effect once it has been signed by all parties.

I/We authorise the transfer of personal information, on a confidential basis and in accordance with the Data Protection Act 1998, between Opal Financial Management Ltd and any relevant third parties. I/We agree that Opal Financial Management Ltd, or any such third party may contact me in the future by any means of communication (including by electronic communication e.g. email) considered appropriate at the time.

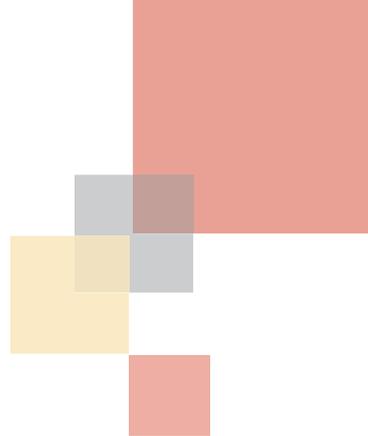
I/We also confirm that I am / we are happy / not happy to give Opal Financial Management Ltd express consent to contact me/us by telephone, email or post, to discuss advising on or arranging a mortgage product in the future.

We may wish to contact you in the future so that we can provide information about other services that may be of interest to you. Please tick if you would like to receive information about our services by means of:

Email: Telephone: Text message: Post: Other:

Please specify any other form of communication that may be used, eg: Social Media:

Date of issue	<input type="text"/>
Client name(s)	<input type="text"/>
Client signature(s)	<input type="text"/>
Date	<input type="text"/>



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www.opalfinancialmanagement.co.uk



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[/company/3182322](https://www.linkedin.com/company/3182322)

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