

# Client Agreement

## Introduction

This document forms your Client Agreement with Paxton UK Limited and is designed to come into force upon receipt.

This is an important document, which aims to confirm the details about our services, the cost of those services and the way in which we will provide these. Therefore please ensure that you read it carefully and if you do not understand any point or have any questions in relation to the information contained herein, then please do not hesitate to contact us and seek further explanation.

Our contact details are:

Paxton UK Limited  
5 Mascalls Park  
Paddock Wood  
Tonbridge  
TN12 6LW

Telephone: 01892 834371

## Regulation

Paxton UK is authorised and regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768. Our Financial Services Register number is 300341.

## Our Services

We are independent mortgage advisers and we will recommend a mortgage product that is suitable for you following an assessment of your personal needs and circumstances. This will include a detailed assessment of affordability.

We will consider all products and lenders that we have access to. This means we will not consider those lenders that are only available by you going direct to them.

Where you are increasing your borrowing we will only consider a new first charge mortgage and securing this by an additional mortgage on a second charge basis. You may also have the option of second charge mortgage, a further advance from your existing lender, or borrowing through an unsecured loan but whilst these may be more appropriate for you, we will not consider these when making our recommendation to you.

## Communications

We will normally communicate with you and expect to receive communications from you in English. If you wish to communicate with us in another language, please contact us.

In most cases, communications that you receive from us will either be presented in or confirmed in writing. We may also meet with you face to face or communicate verbally with you by telephone. We request that our clients give us instructions in writing to avoid possible disputes. Therefore, any verbal instruction you make should be confirmed in writing thereafter.

## **Our Remuneration**

### ***Mortgages***

We do not charge a fee and are paid a commission by the lender. This will be detailed in the Keyfacts Illustration.

If once your mortgage application has been submitted your mortgage does not complete or you decide not to proceed with the mortgage, we reserve the right to charge a fee of £195.

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

### ***Insurance***

For advising on and arranging your insurance we will be paid commission by the insurer. This means that although our service is not free you do not need to pay us a fee directly or can pay us a reduced fee.

### ***VAT and other costs***

It is unlikely that you will have to pay VAT for services we provide but if you do we will discuss this with you in advance.

It is possible that other costs including taxes related to transactions in connection with the products we recommend and which are not imposed by us may arise.

## **Data Protection**

Information that we hold about you will be held on computer and/or in paper files under the Data Protection Act 1998. This information will be used to administer your application, to deal with queries and to bring to your attention additional services and products that may be of benefit to you. You may ask us not to contact you about additional services and products by writing to us at the address shown in this letter.

The information that you give us may be disclosed to third parties, such as product providers and credit reference agencies for the purpose of processing your application, successors, our regulator, and to our compliance advisers. It will also enable further services to be provided to you, so that your details can be best matched with the services available.

We keep records of all business transactions for at least five years. You have the right to inspect copies of any papers or computer records relating to your transactions. We do, however, reserve the right not to provide you with copies of records, if information relating to other parties would be disclosed.

To assist us in providing you with a comprehensive service and to keep our records as up-to-date as possible, please notify us of any changes to your personal circumstances, e.g. name change, change of address, etc., as soon as possible.

In addition to making calls at your express invitation, we may contact you at intervals to review your requirements. This may involve writing or telephoning you to outline possible changes in legislation or to advise you on services or products that might be of particular interest.

## **Privacy Promise**

Your data will be kept safe and secure and will not be sold or shared with any parties not relevant to your application

You can review your information we hold on file at any time upon request

We will keep personal information to the minimum necessary and delete it when we no longer need it

## **Client Money**

We do not handle clients' money. Therefore, we never accept a cheque made out to us, unless it is in settlement of charges or costs for which we have sent you an invoice, nor do we handle cash.

## **Conflicts of Interest**

In the course of our dealings with you, we consider it unlikely that we will have a conflict of interest, or material interest in the transaction, other than the receipt of fees or commission described above. Where however, we have a conflict of interest, or a material interest, or where we are aware that one of our other customers has such an interest, we will disclose full details to you in writing or orally before we advise you about the transaction and give you the opportunity to object to this interest.

If we make a recommendation that is likely to involve a transaction with or through another person with whom we have an agreement to receive non-monetary benefits, we will let you know at the time of the recommendation of any such agreement and our policy regarding such agreements. At present, we have no such agreements in place.

## **Complaints**

It is our intention to always provide the highest quality level of advice and service. However, if you become dissatisfied with our provision of, or the failure of us to provide a financial service and want to register a complaint, please write to us at the address given at the beginning of this document or telephone us on 01892834371. Please also note that a summary of our procedures for handling complaints is available on request.

If we are unable to settle your complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service (FOS). The FOS was set up by parliament to sort out individual complaints that consumers and financial businesses aren't able to resolve themselves. You can find more details about the FOS on its website, [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **Financial Services Compensation Scheme**

We are covered by the 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.

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

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

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

## **Amendments**

It may on occasion be necessary to amend our Client Agreement with you. Unless we obtain your consent, we will give you at least fourteen days notice of our intention to do so, before conducting investment business with or for you, unless it is impractical in the circumstances to do so.

This Client Agreement may be terminated at any time without penalty by either party, giving seven days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. A due proportion of any charges for services provided shall be settled to that date.

## **Legal**

It is your responsibility to provide complete and accurate information to us and insurers when you effect your policy, throughout the life of your policy, and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate. We cannot be held responsible for incorrect data held in the event of non-disclosure.

If you fail to disclose any material information to us or your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

This Client Agreement excludes any rights which may be conferred upon third parties by the Contracts (Third Party Rights) Act 1999 and is governed by & shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

## **Keeping in touch**

By signing this agreement you agree for us to stay in contact with you throughout any applications we process for you and we will continue to update you with relevant information unless you inform us otherwise

## **Declaration**

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

Client 1

Dated

Client 2

Dated