



## THE MULBERRY MORTGAGE COMPANY

Office: 92 Trelawney Road, Plymouth, PL3 3JY

Tel: 01752 600087

Email: jim.ayres@mulberrymortgages.com

### Our Client Agreement

This Client Agreement, the Privacy Notice and the document 'Important Information about our Services' explains the basis under which we will supply our services to you. We refer to these documents together as the "Agreement" between us.

For your benefit and protection please read this Agreement carefully and ask for clarification if you do not understand anything. This Agreement is made between the following parties:-

**The Mulberry Mortgage Company of 92 Trelawney Road, Plymouth, PL3 4JY. ("We, us, our") an appointed representative of TenetLime Limited ( Tenet), incorporated and registered in England and Wales with company number 4785816 whose registered office is at 5 Lister Hill, Horsforth, Leeds, LS18 5AZ affirm authorised and regulated by the Financial Conduct Authority.**

AND

**Client(s) name(s)**.....

**Address**.....

.....

**Email:** .....

**Tel:**.....

## A) What we will do for you - Agreed Services

I. You agree to appoint us for the purpose(s) of;

- Recommending a suitable mortgage on your behalf to enable you to move home, purchase a buy to let property, or remortgage a property you already own..
- Recommending suitable insurance products to ensure that;
  - Your outstanding mortgage debt can be repaid in the event of your death or diagnosis of a critical illness
  - Your mortgage payments and other essential expenditure can continue to be met should you suffer a loss of income due to an Accident, Sickness or Unemployment
  - Your home and its contents are appropriately insured against damage/loss.
  - Arranging any products we recommend should you accept our advice.

### Initial Services

- Completion of a detailed fact-find to establish your individual circumstances, needs and objectives
- Gathering full details of any existing mortgage and insurance arrangements you have and establishing whether they remain suitable for you.
- Undertaking comprehensive research in consideration of any new mortgage and insurance products we recommend, and/or to establish the continued suitability of your existing arrangements
- Preparation and provision of our recommendations in a suitability report/statement of demands and needs, tailored to your individual circumstances and needs
- Arranging any new mortgage and/or insurance products on your behalf. (The 'Services')

2. We will confirm our advice in writing to you to confirm we have correctly understood your personal circumstances and the information you have provided to us. It is very important that you provide all material information and that it is true and correct to the best of your knowledge. If we have misunderstood any of the information, you must let us know as soon as possible as this may affect our advice and or recommendations.

3. Our written advice may include any products that we recommend to you and a full explanation of our reasons for such advice or recommendations. Following discussions with you, we may decide, at our discretion, that we are not able to provide advice or proceed with your instructions on suitability grounds, however we will always explain our decision to you.

4. As part of our advice we may have recommended a financial services product, if we do and you decide to proceed, we will register that product in your name unless you tell us otherwise in writing. You may require the products to be registered in the name of a person or company to carry out administrative services on your behalf, which we can arrange for you, however you (excluding where you are acting under a power of attorney) will remain the owner and / or beneficiary of those products.

5. We will write to you if we become aware of a conflict of interest for example where our interests or those of another client become conflicted with your interests, and ask for your consent prior to proceeding with your instructions. Under the terms of our conflicts of interest policy, where we cannot otherwise manage an identified conflict of interest we may be unable to provide you with one or more of the services described above. We will inform you in writing should this situation arise.

6. Before recommending any products or services, we will discuss with you the financial risks of those products.

## **B) How will we get paid for the Services?**

1. We will not charge you a fee for the Services, but where we recommend a product and we arrange it for you we will receive a commission from the product provider. We will tell you what commission we expect to receive.

2. Where you have ticked the box at the end of paragraph E7 below, you have agreed that we can start providing you with the Services during any cancellation period and that if you exercise your right to cancel you will pay us a proportion of our reasonable costs that we have incurred in relation to the Services that have been performed prior to the cancellation.

3. We do not accept cash payments and all cheques should be made payable to the product providers, unless it is payment for our costs as described above.

4. We will let you know if we receive any form of benefit in connection with the services we provide to you. For your information, certain product providers may make payments to TGL\*\* in relation to commercial services that TGL\* provides to them, but none of these payments relate to volumes of business placed with such product providers, or connected to individual transactions.

5. Before you enter into a contract with a product provider where we receive initial commission, we will let you know when we may need to refund commission payments to the product provider that we earn and whether we may seek to recover this from you, unless you have exercised your right to cancel the contract with the provider within their cancellation period.

6. You accept responsibility to pay any agreed costs and agree to reimburse us for all reasonable losses, costs, or other liabilities incurred by us which result from any wilful or negligent breach by you of your obligations in this Agreement.

\*TGL means Tenet Group Limited, Tenet Limited, TenetConnect Limited, TenetConnect Services Limited, TenetLime Limited, its associated companies and its network of appointed representatives.

## **C) How can you end this Agreement?**

1. Termination-This Agreement will come into effect from the date you sign this Agreement and continue, subject to your right to cancel, until terminated by either party by giving notice in writing.

2. The rights to end this Agreement given by this clause shall be without prejudice to any other right or remedy either party may have against each other in respect of the breach concerned (if any) or any other breach.

### 3. Notice of your right to cancel this Agreement

Where you have completed this Agreement away from our business premises you have the right to cancel this Agreement within 14 days from the day this Agreement is signed by you without giving any reason. To exercise this right to cancel please inform us by post to insert address or by email to jim.ayres@mulberrymortgages.com of your decision to cancel this Agreement. To meet the cancellation deadline it is sufficient to send the communication concerning the right to cancel before the cancellation period has expired. We have provided you with a cancellation form at the end of this Agreement that you may choose to use.

## D) What can you do if there is a problem?

If you are not happy with the service you have received you can request a copy of our complaints procedure that sets out how we will handle your complaint. Please refer to our 'Important Information about our Services' document for further details on how you can make a complaint.

## E) Other important terms

1. We may transfer all rights and obligations under this Agreement in circumstances where your rights under this Agreement are not materially affected.

2. In the event of any inconsistencies between the Client Agreement and the Important Information about our Services document, the terms and conditions of this Client Agreement shall prevail.

3. This Agreement supersedes all previous written agreements between us in respect of the agreed services and may not be modified except in writing and signed by both parties.

4. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part this Agreement shall continue to be valid as to the other provisions and the remainder of the affected provision.

5. Third party rights under the Contracts (Rights of Third Parties) Act 1999 are excluded.

6. This Agreement shall be governed by and construed in all respects in accordance with the Laws of England and Wales and each party hereby submits to the exclusive jurisdiction of the courts of England and Wales.

7. Any notice required by this Agreement other than the right to cancel notice which may be sent by email, must be given by hand or sent by prepaid post to the registered office address of the relevant party. Any notice given by post, which is not returned to the sender as undelivered, shall be deemed to have been given on the third working day after the notice was posted. Proof that the envelope containing it was properly addressed, posted and that it has not been returned to sender, shall be sufficient evidence that such notice has been duly given.

**If you wish us to begin the performance of services immediately and prior to expiry of the cancellation period referred to above at condition C3, please tick this box [  ].** Please note that asking us to perform the services immediately will not affect any right to cancel a contract you have entered into with a product provider for a particular product. Please refer to the specific terms of the provider contract for further clarification.

By signing this Agreement below you are confirming to us that you agree to all the terms and conditions in this Agreement. If you do not understand any point please ask for further information before signing.

Please retain the copy of this Agreement provided to you for your records.

**Client Signature(s)**

Client 1 name.....

Signed Client 1.....

Client 2 name.....

Signed Client 2.....

Date.....

**Advisor Signature**

Signed Advisor (Jim Ayres).....

Date.....

**AGREEMENT CANCELLATION DECLARATION**  
**(to be completed only if you wish to cancel your Agreement with us)**

Client 1 name..... Client 2 name.....

**We hereby give notice of our wish to terminate our agreement with The Mulberry Mortgage Company. Our reason for doing so is as follows:**

.....  
.....  
.....  
.....  
.....  
.....

**We no longer require the services of The Mulberry Mortgage Company in respect of recommending mortgage or insurance products, and arranging the same.**

Signed Client 1.....Signed Client 2.....