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## TERMS OF BUSINESS FOR L M FINANCIAL MANAGEMENT

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### How we act for you

We can act for you if you live in the UK. There may be restrictions on how we can advise you if any of the following apply:

- You don't live in the UK;
- You are currently staying in the UK, but normally live abroad; AND
- You are currently staying in the UK and plan to move abroad or return to another country.

Please ask us for details if you think this may apply to you.

### Conflicts of interest

L M Financial Management offers advice in accordance with that disclosed to you in our Initial Disclosure Document. Occasions may arise where we or one of our other clients 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 conflicts 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.

### Indirect benefits

We may receive non-monetary benefits from product providers / lenders. We will tell you before the transaction if we will receive some form of benefit that is above the level we have set as 'reasonable'.

### How we charge you for our services

Full descriptions of the payment options we offer are included in Section 4 of the 'keyfacts' document which we will issue to you during the fact find process.

### Client money

L M Financial Management **does not handle clients' money**. We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of charges or disbursements for which we have sent you an invoice).

### Data protection

Please refer to the separate Data Protection Statement that we have issued to you that sets out how we collect and use data about you.

## **Communications**

If we need to contact you, we can write, email, fax or phone you. Please let us know which method you prefer. If you verbally ask us to do something for you, we will confirm this to you in writing to ensure that we have understood your instructions correctly. If we give you advice, we will normally confirm it to you in writing.

## **Provision of information by you**

We seek to ensure that any personal information we hold about you should remain accurate and up to date; as this could affect the advice we give you. Therefore, please let us know if there are any significant changes to your personal details, when they occur.

If we ask you to fill out any forms or documents, you must do this promptly, accurately and honestly. You may be committing a criminal offence by completing a form with information that is not accurate or truthful. We will not be liable to you if you suffer financially because you have not completed a form or document truthfully or accurately. As and when requested you must provide instructions to us in a timely and clear manner during the course of your work.

When we first meet, we will agree the services we will provide to you. **If** we agree to provide you with ongoing reviews, we will regularly check that the information we hold on you is correct. You must tell us if we have got anything wrong.

## **Termination of Authority**

You or we may terminate 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 unless otherwise agreed in writing. You will be liable to pay for any transactions made or carried out prior to termination and any fees which may be outstanding.

## **Applicable Law and Jurisdiction**

These terms of business will be interpreted and construed in accordance with English law and is subject to the exclusive jurisdiction of the English courts, except if your address is in Scotland, when the courts of Scotland shall have non-exclusive jurisdiction.

## **Broker Remuneration**

L M Financial Management gets paid by the following methods:

### **Mortgage**

Should a mortgage be completed on your behalf, I get paid a procuration fee from the lender which is paid on completion of the mortgage. Once the mortgage is completed, this fee is non-refundable.

If I charge an arrangement fee (please refer to fee agreement if applicable) this fee becomes payable on completion of the mortgage and is non-refundable.

Should I introduce you to a solicitor, I will be paid an 'Introducer's Fee' which is paid on completion of the mortgage and is non-refundable.

### **Life and General Insurances**

Should a life sale take place, L M Financial Management is paid commission from the provider on an indemnity basis which means that should the policy cancel or lapse within the indemnity period then the commission has to be repaid to the provider.

### **CLIENTS CONSENT**

This is our standard Terms of Business upon which we intend to rely. For your own benefit and protection you should read the terms carefully before signing, as by signing you consent to the terms contained within. If there are any terms within this agreement that you do not understand, Please ask for further information. The Terms of Business will come into effect from the Date of acceptance of this agreement, which will be confirmed by the date provided in the 'Date of signature box', unless otherwise stated.