

# **Nicholas Hall & Julian Harris Mortgages Ltd**

**(1) INITIAL DISCLOSURE DOCUMENT  
(2) TERMS OF BUSINESS**



<b><u>INITIAL DISCLOSURE DOCUMENT</u></b>	<b>NICHOLAS HALL/JULIAN HARRIS MORTGAGES LTD</b> Milroy House Sayers Lane TENTERDEN TN30 6BW Tel: 01580 761067	Julian Harris House Musgrove ASHFORD TN23 7UN Tel: 01233 661960
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<b>1. The Financial Services Authority (FSA)</b>
The FSA is the independent watchdog that regulates financial services. It requires Us to give You this document. Use this information to decide if Our services are right for You.

<b>2. Whose products do we offer?</b>	
<b>Mortgages</b>	
<input checked="" type="checkbox"/>	We offer mortgages from the whole market.
<input type="checkbox"/>	We only offer mortgages from a limited number of lenders.
<input type="checkbox"/>	We only offer mortgages from a single lender.
<b>Insurance</b>	
<input checked="" type="checkbox"/>	We offer products from a range of insurers.
<input type="checkbox"/>	We only offer products from a limited number of insurers. Ask Us for a list of insurers from whom We offer insurance.
<input type="checkbox"/>	We only offer products from a single insurer.

<b>3. Which service will we provide you with?</b>	
<b>Mortgages</b>	
<input checked="" type="checkbox"/>	We will advise and make a recommendation for You after We have assessed Your needs.
<input type="checkbox"/>	You will not receive advice or a recommendation from Us. We may ask some questions to narrow down the selection of products that We will provide details on. You will then need to make Your own choice about how to proceed.
<b>Insurance</b>	
<input checked="" type="checkbox"/>	We will advise and make a recommendation for You after We have assessed Your needs.
<input type="checkbox"/>	You will not receive advice or a recommendation from Us. We may ask some questions to narrow down the

	selection of products that We will provide details on. You will then need to make Your own choice about how to proceed.
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#### 4. What will you have to pay us for this service?

##### Mortgages

	No fee.
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✓	An Arrangement, Booking, and Valuation Fee may be involved in arranging a mortgage for You. Such fees will be advised to You, and Your agreement sought before You proceed. We will also be paid commission (Procuration Fee) by the lender. You will receive a Key Facts Illustration when considering a particular mortgage which will tell you about any fees relating to it. All fees and commissions applicable will be disclosed to You in a Suitability Statement.
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##### Insurance

	A fee for arranging each contract of insurance, payable on the start date of the contract.
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✓	No fee.
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You will receive a Quotation which will tell You about any other fees relating to any particular insurance policy.

#### 5. Refund of Fees

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

	A full refund.
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✓	You will normally receive no refund if You subsequently decide not to take out a mortgage. However, at the Company's absolute discretion it may allow a refund of up to one-third of the fees charged.
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#### 6. Who regulates us?

**Julian Harris Mortgages LTD** and its Appointed Representatives Right Mortgages, Independent Mortgage Index, Mortgage Life UK and Pitstop Ltd are authorised and regulated by the Financial Services Authority. Our FSA Registration Number is (304155), and Our permitted business is: Advising on, recommending, and arranging mortgages and related non-investment Life and General Insurance. Julian Harris Mortgages Ltd is associated with Julian Harris Financial Consultants

You can check this on the FSA's Register by visiting the FSA's Website on [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or by contacting the FSA on (0845)606 1234.

THIS DOCUMENT SHOULD BE READ IN CONJUNCTION WITH THE TERMS OF BUSINESS SUPPLIED.

<p><b>TERMS OF BUSINESS</b></p> <p><b>NICHOLAS HALL &amp; JULIAN HARRIS MORTGAGES LTD</b>  <b>Julian Harris House, Musgrove, Ashford TN23 7UN , Kent.</b>  <b>Tel: (01233) 661960</b></p>
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**Julian Harris Mortgages Ltd ("the Company")** is authorised and regulated by the Financial Services Authority (FSA) as a Mortgage and General Insurance Intermediary. The Company and its Appointed Representatives offer impartial and independent advice and arrange Mortgages and related, Non-Investment, Life and General Insurance.

#### These Terms

The FSA requires the Company to give You these Terms prior to transacting any business.

#### Our Services

The Company offers mortgages from the whole market and a full advice and recommendation service so that You

have an informed choice of Your mortgage and related insurances.

## **The Scope of our Services**

The Company and its Appointed Representatives will advise and make recommendations for You after they have obtained, recorded and assessed Your needs. Any advice given or recommendations made will take into account Your stated objectives/needs, Your appreciation of mortgage risk and any restrictions You place on the type of mortgage or related products.

## **Instructions from You**

The Company normally asks You to give written instructions in order to avoid possible disputes. The Company will, however, accept Your oral instructions, provided they are confirmed in writing.

The Company may prior to acting on Your behalf require production of adequate evidence of Your identity/residence. You hereby agree to provide such evidence on request.

The Company's authority to act on Your behalf may be terminated at any time without penalty and without prejudice to the completion of transactions already initiated, by either party giving immediate notice in writing to that effect to the other. Transactions in progress at the time of termination shall be processed to completion as if the termination had not taken place, unless specifically aborted by you in writing.

## **Conflicting Interests**

The Company offers independent advice but occasions can arise when it, or one of its Appointed Representatives or another client, will have some form of interest in business, which the Company is transacting for You. If this happens, or the Company becomes aware that its interests or those of one of its Appointed Representatives or other clients, conflict with Your interests, the Company will inform You in writing and will obtain Your consent before carrying out Your instructions.

## **Remuneration**

Arranging a mortgage for You may involve Arrangement, Booking, and Valuation fees and the payment of commission (Procuration fee) to the Company by the relevant lender/product provider. You should refer to the Initial Disclosure Document supplied, concerning the charging and refund of fees. All fees and commissions applicable will be disclosed to You in the Suitability Statement.

Where you abort a transaction which results in the Company having to repay all, or a portion, of commissions/fees earned, the Company reserves the right to charge You an amount based on the time spent in respect of the aborted transaction. The Company will not, however, levy such a charge where You abort a transaction pursuant to a Cancellation Notice issued by the relevant Product Provider.

## **Client Money**

**THE COMPANY DOES NOT HANDLE CLIENT MONEY OR ASSETS.** The Company never accepts cheques made out to the Company/ Appointed Representatives (unless it is in settlement of Arrangement Fees which have been invoiced) or handles cash. All cheques for premiums or any mortgage related payments must be made payable to the product provider/lender.

## Documentation and Information

The Company will forward to You all documents concerning the matters they have arranged for You as soon as practicable after they receive them. Where a number of documents relating to a series of transactions is involved, the Company will normally hold each document until the series is complete, then forward them to You.

The Company may, in appropriate circumstances, place Your mortgage related insurance business through another authorised broker, arrange for You to deal directly with the relevant Insurer, or make special arrangements with a particular Insurer concerning the issue of policies or the handling of claims. In such circumstances, the Company will advise You accordingly.

The Company will also provide You with information relevant to Your mortgage needs, covering such items as an explanation of the main repayment methods and the implications of taking out a mortgage. All advice given and recommendations made, including the underlying reasoning will be confirmed to You in a Suitability Statement.

You are fully responsible for the disclosures within and accuracy of any Form, Application or Proposal signed by You, notwithstanding any assistance that may have been given to You by the Company's staff, Advisers or Appointed Representatives in the completion of such documentation. The Company will not be liable, in the event of a claim on any insurance product, the commencement of which is unavoidably delayed owing to the relevant Adviser being engaged on other business or away or leave. You should note that the Company has no authority to handle claims on behalf of Insurers.

## Record Keeping

The Company keeps records of all business transacted on Your behalf for at least six years.

You or Your agent may inspect any information relating to Your transactions. The Company treats all client records as confidential and reserve the right to provide copies of Your records only, rather than allow access to the records containing information on other clients. Any personal or financial information which You provide will be stored and used by the Company (the data controller), Your Adviser, or the relevant Appointed Representative to set up, advise on and service Your mortgage and related arrangements. The Company may disclose this information to third parties for these purposes or where required to do so by law. By accepting this document You consent to such storage/use.

The Company may, from time to time, contact You in relation to products or services they believe may be of interest to You, unless You specifically instruct the Company not to do so.

## Complaints, Claims and Client Classification

If You wish to register a complaint about the service You have received from the Company, please contact:

*The Compliance Officer,  
Julian Harris Mortgages Ltd.  
Julian Harris House,  
Musgrove,  
ASHFORD, TN23 7UN, Kent.  
Tel: (01233) 661960*

If You cannot settle Your complaint with the Company You may be entitled to refer it to the Financial Ombudsman's Service.

If you make a valid claim against the Company in respect of the arrangements made for You and the Company is unable to meet its liabilities in full, You may be entitled to redress from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim. Mortgage advising and arranging is covered for 100% of the first £30,000 and 90% of the next £20,000, so the maximum compensation is £48,000. General Insurance is covered for 100% of the first £2,000 and 90% of the remainder of the claim without an upper limit. Further information about the Compensation Scheme is available from the Financial Services Compensation Scheme Limited.

The Firm's (Company's) Complaints Procedure (copy of which is available on request) is without prejudice to the client's rights to lodge a formal complaint with the Financial Ombudsman Service. The Firm (Company) reserves the right to seek and enforce reimbursement from you its expenses should a complaint you make against it through the Financial Ombudsman Service be found by them to be vexatious or frivolous.

Customers (Clients) to whom these Terms apply are classified under the FSA Rules as "Retail" and "Large Business" customers for Mortgage business. For General Insurance transactions, they are classified as "Retail" or "Commercial" customers. Clients classified as "Large Business" or "Commercial" customers will normally have lesser rights to

information disclosure, complaints and compensation than those classified as "Retail" customers. For the purposes of these Terms, You, the undersigned, are classified as:

RETAIL  
LARGE BUSINESS/COMMERCIAL customers  
*(Delete as appropriate)*

You should note, at all times that, **YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON A MORTGAGE OR OTHER LOAN SECURED ON IT.**

These Terms came into force in February 2005 and are governed by and construed in accordance with English Law and is subject to the jurisdiction of the English Courts.

I / We (the client) confirm that I / We have received and agree to the Julian Harris Mortgages Limited Terms of Business and Initial Disclosure Document to the cost of our services.

Version: March 2006

RETAIL  
LARGE BUSINESS/COMMERCIAL customers  
*(Delete as appropriate)*

Signed: \_\_\_\_\_

Name(s): \_\_\_\_\_

Dated: \_\_\_\_\_

Self Certification of Income Statement for mortgages if applicable

You wish me to make an application to a lender on a 'self certification' basis. You take full responsibility for the amount of income disclosed to the lender and you agree not to hold me responsible now or in the future.

Client 1.....Client 2.....Date.....