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OUR CLIENT AGREEMENT

This document is important. It 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. Enquiries can also be directed to your mortgage lender at any time.

The terms of this agreement will come into force immediately upon issue and will remain in force until further notice. Please note that this client agreement overrides and supersedes any previous client agreement we may have issued to you.

This document is intended to set out our commitment to you and the basis upon which we will conduct business with you and on your behalf. By accepting these Terms and Conditions of Business, you are giving your consent for us to operate as outlined.

1. WHO REGULATES US

3MC Ltd is authorised and regulated by the Financial Conduct Authority (FCA). The FCA regulates the financial services industry in the United Kingdom and its address is 25 The North Colonnade, Canary Wharf, London, E14 5HS.

You can check the above information on the FCA's register by visiting the FCA's website at www.fsa.gov.uk/register or by contacting the FCA on 0845 606 1234. Our FCA Register number is 302992

2. YOUR RIGHTS

The FCA has three levels of client: retail, professional and eligible counterparties. Different levels of protection apply to each. We believe in providing our clients with full regulatory protection and we have therefore classified you as a retail client.

A retail client is afforded the highest level of protection. As a retail client you will have a right of referral to the Financial Ombudsman Service (FOS) and may be entitled to benefit from the maximum protection available under the Financial Services Compensation Scheme (FSCS). Please note that not all retail clients are eligible claimants under the FSCS. A private individual is classified as an eligible complainant.

3. OUR SERVICES

What we do

We are permitted to advise on and arrange, mortgages, we will advise and make a recommendation having assessed your needs.

Whose products do we offer?

Our recommendation will be made following an analysis of the whole market

We will commit to undertake a comprehensive and fair analysis of the relevant market, providing unbiased, unrestricted advice (our whole of market service).

Our recommendation will then be made following an analysis of the whole market. As a result of our discussions with you, we will make a written record of exactly which service we are delivering to you and the costs involved. We will write to you to confirm your chosen level of service. Should you disagree with our understanding of your chosen level of service you are to write and inform us within 14 days of receiving our letter.

How we advise you

Some of the services provided by us may not be regulated by the FCA since they are not included within the Financial Services & Markets Act 2000. We will confirm to you what these services are and the fact that they are not regulated by the FCA. However, most Buy to let and Commercial financial products are outside of the regulated environment.

Your commitment

We offer advice based solely on the information provided by you. It is your responsibility to provide complete and accurate information to us. A failure to do so or a failure to inform us of any subsequent changes may affect the quality of advice you receive. A failure to provide your product provider with complete and accurate information or to notify your product provider of any change in the information previously disclosed may invalidate your policy. We do not accept responsibility for verifying any information that you provide to us or ensuring that it is complete before passing it on to an insurer or other product provider.

All advice and recommendations offered to you will be based upon your stated investment objectives, agreed level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider.

Unless you advise us to the contrary, we will not place any restrictions on our recommendations from the companies with whom we have chosen to work.

4. COMMUNICATIONS

We will communicate with you in English, both orally and in writing.

In order to avoid possible disputes, you are required to give your instructions to us in writing. Oral instructions may be accepted provided you subsequently confirm them in writing. If not so confirmed, we may still act on your instruction but will not be obliged to do so.

5. PAYING FOR OUR SERVICES

Prior to commencing any aspect of our work we need to agree with you the services you would like us to deliver and how you will pay for them.

WHAT YOU NEED TO KNOW ABOUT THE DIFFERENT PAYMENT METHODS:

FEES

Option One

A £495 non-refundable broker fee which is payable on application submission to the lender.

Option Two

A £295 non-refundable broker fee which is payable on application submission to the lender. This reduced fee is applicable for members of the Residential Landlords Association (RLA) only.

Note. The fee referred to in both options One and Two above relates to the advice offered having researched the solutions that may or may not be appropriate for you. This fee is not reliant on you proceeding with a product.

Mortgage products

Mortgages generally generate procurement fees which will be in addition to the above fees. You will receive a key facts illustration when considering a particular mortgage product that will tell you about any commissions that we will receive if you proceed and any additional advisory fees associated with the mortgage.

Commission Sharing

We reserve the right to share commission with third parties who make referrals to our business. If this is the case we will not inform you of this unless you request us to. It is the responsibility of the third party to inform you.

Prevention of Financial Crime

We are required to verify your identity and residency in accordance with anti money laundering regulations such as the Proceeds of Crime Act. Until this has been undertaken we are unable to complete any financial transactions on your behalf.

6. CLIENT MONEY

We are not authorised by the FCA to handle clients' money.

We never accept a cheque made out to us (unless it is a cheque in settlement of our charges or disbursements for which we have sent you a fee invoice). Under no circumstance should a cheque be made payable to an individual adviser. We do not handle cash.

7. MATERIAL INTEREST AND CONFLICT OF INTERESTS

We will act honestly, fairly and professionally in all our dealings with you. Occasionally, situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interest or those of one of our other clients may 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.

We have arrangements in place to ensure our clients are treated fairly and that we are able to safeguard the interests of our clients at all times. We have a conflict of interest policy in place to help us achieve this objective. You may ask for a copy of this policy at any time.

8. RECORDS

We keep records of all your transactions for at least 6 years.

You, or your appointed agent, have the right to inspect the records at a mutually convenient time. As we treat all our clients' records as confidential, we reserve the right to give you copies of your records, where, in certain circumstances, to release the original would compromise other clients' confidentiality.

9. TERMINATION

The authority to act on your behalf may be terminated at any time without

penalty by either party giving notification in writing to that effect to the other (but without prejudice to the completion of transactions already initiated).

Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

10. THIRD PARTY RIGHTS

These Terms and Conditions of Business exclude any rights which may be conferred upon third parties by the Contracts (Third Party Rights) Act 1999.

11. AMENDMENT

We reserve the right to amend these Terms and Conditions of Business without your consent but will notify you in advance of any changes unless it is impractical to do so.

12. IF YOU ARE NOT HAPPY WITH OUR SERVICE

If you wish to register a complaint please contact The Compliance Officer, Karen Parr, 3mc, PO Box 3, Sale, Cheshire, M33 2NZ. 0161 962 7800

If a complaint is not resolved to your satisfaction, you may have the right to refer it to the Financial Ombudsman Service. A copy of our internal complaints handling procedure is available on request from the Compliance Department at the above address.

13. FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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 for 100% of £50,000.

Additional information on the conditions governing whether compensation is available to you and how you may apply for it are available from us on request. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

14. APPLICABLE LAW

These Terms and Conditions of Business are governed and shall be construed in accordance with the Law of England and Wales.

It is agreed between us that the English Courts shall have exclusive jurisdiction to deal with any claim or issue arising out of, under or in connection with these Terms and Conditions of Business.

15. DATA PROTECTION

In order to provide you with products and services we need to gather personal information about you. This includes information obtained from you or third parties, such as employers and credit reference agencies, fraud prevention agencies or other organisations and may include other sensitive information about racial or ethnic group, physical or mental health, sexual life, criminal proceedings and offences.

The information provided by you or obtained from third parties is subject to the Data Protection Act 1998. By signing this Client Agreement you consent to us or any companies associated with us or acting on our behalf processing both manually and by electronic means all such personal data for the purposes of providing advice, administration and management.

'Processing' includes obtaining, recording or holding information or data, transferring it to other companies associated with us or acting on our behalf, product providers, the FSA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

We may also contact you or pass your details to other companies associated with us or acting on our behalf in order that they may contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes where we think you may be interested.

If at any time you wish us or any company associated with us or acting on our behalf to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer.

You may be assured that we and any company associated with us or acting on our behalf will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data. The current charge for this service will not exceed £10.

If any of the information we hold is incomplete or inaccurate, please tell us and we will correct it.

DECLARATION

Client Consent

I understand and consent to the above terms and I hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties. I agree that the Client Agreement will come into effect from the date of issue.

Please tick this box if you do not consent to us or any company associated with us processing any such sensitive data.

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone or post.

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.

<input type="checkbox"/> NOTES

Customer Signature(s)		
Customer Name(s)		
Date of issue		

Adviser Signature		
Adviser Name		

Date		
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