

CLIENT AGREEMENT

JULIAN HARRIS FINANCIAL CONSULTANTS

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JULIAN HARRIS FINANCIAL CONSULTANTS ("the Firm") of Julian Harris House, Musgrove, Ashford, TN23 7UN, are Independent Financial Advisers, Mortgage & General Insurance Intermediaries authorised and regulated by the Financial Services Authority (FSA). The Firm will advise on, recommend and arrange transactions in financial services business within its scope of authorisation in accordance with Your instructions and subject to these Terms, having ascertained and recorded Your relevant personal and financial needs and circumstances

Life, Pensions and Investments

1. Written instructions will normally be required before the Firm will act for You, but at Firm's discretion, it may act on oral instructions, which will be confirmed in writing.
2. The Firm undertakes not to transact any business for You in which the Firm, or to The Firm's knowledge any of its other Clients, have an interest, without Your consent. If the Firm becomes aware that its interests, or those of any one of its other clients conflict with Your interests, the Firm will inform You in writing of that fact and obtain Your written consent before acting on Your instructions.
3. Your understanding of risk, as conveyed to the Firm, is recorded in Your file maintained by the Firm. There are no restrictions on the types of designated investment or markets in which You wish to invest, subject to any specific instructions received in writing from You.
4. The Firm may at its discretion review its records of Your investments and related matters, but will advise You only on Your request. It may, where appropriate, request You to update personal/financial information held on file by completing a suitable questionnaire, or through a review meeting.
5. Investment products all carry some risk whereby their value and any income derived from them can go down as well as up and You may not get back the money invested. **No guarantees** are given by the Firm, either expressly or by implication, on the future performance of any investment, and past performance should not be taken as any indication of future capital growth or income yield.
6. All investments will be registered in Your name unless the Firm is otherwise directed by You in writing. The Firm will not realise any assets belonging to You without Your written instructions.

Mortgages

7. The Firm is authorised to transact Lifetime Mortgage and Home Reversion business.
8. The Firm periodically reviews the Mortgage Market in order to select the Lenders appropriate to its Clients needs. The Firm will prior to any advice being given or recommendations made, ascertain and assess Your personal/financial background, Mortgage needs and appreciation of Mortgage risk. In this context, the Firm will procure the provision of client specific illustrations, product brochures, key features and ancillary documentation relating to any Mortgage product recommended.

General Insurance

9. The Firm will assess Your General Insurance demands/needs and will advise, recommend and place insurance cover in accordance with Your instructions.
In this context the Firm will procure provision of specific quotes, key features, policy documents and ancillary material, including claims procedures relating to any General Insurance cover recommended/placed.
10. The Firm may in appropriate circumstances place Your General 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 Firm will advise You accordingly.
11. The Firm 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 on leave

12. The Firm has no authority to handle claims on behalf of Insurers. When the Firm receives notification of an incident that may give rise to a claim under Your policy, the Firm will direct You towards the relevant Insurers "Help-line", or report the claim on Your behalf without delay. On no account should You admit any liability relating to any claim or agree any course of action (other than minimising the loss) until the Insurer's consent is obtained.

Miscellaneous

13. The Firm 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 Firm may also forward to You, from time to time, promotional material concerning Financial Services, Home Finance, or General Insurance products, of which it considers You ought to be aware, unless You inform the Firm that You do not wish it to do so.
14. (a) All advice given and recommendations made by the Firm, including the underlying reasoning, will be confirmed to You in writing by way of a Suitability Report.

(b) You hereby consent to any personal and financial information supplied to the Firm being stored, used and transmitted to Product Providers/Lenders/Financial Services Institutions and Credit Reference Agencies, in the context of advising/making recommendations on, and arranging transactions in, Life, Pensions, Investment, Home Finance and General Insurance business on Your behalf.
15. The Firm does not hold Client's assets. Documentation evidencing title to such assets or belonging to You will be dispatched to You (at Your own risk) within 7 days of receipt by the Firm, unless otherwise instructed by You. Where a document forms part of a series within one transaction, the Firm reserves the right to retain such a document until the series is complete before dispatching them.
16. The Firm undertakes to keep Your records in accordance with the FSA Rules and will supply on demand to You copies of documentation/correspondence/entries in books or electronic recording media, relating to Your transactions. The Firm reserves the right to make a small charge in respect of copying costs.
17. The Firm does not handle Client money. All premium, contribution or fee payments in respect of financial services business (other than invoiced fees due to the Firm) should be drawn in favour of the relevant Product Provider/Lender/Insurer.
18. The Firm is normally remunerated by commissions and fees it received from Product Providers/Lenders/Insurers or fees charged to and received from You. For further details please see the "Key Facts about our services and costs", supplied.
19. The Firm'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.
20. You are fully responsible for the disclosures within and the accuracy of, any Form, Application or Proposal signed by You, notwithstanding any assistance that may have been given to You by The Firm's staff or Advisers or Appointed Representatives in the completion of such documentation.
21. For any complaints or claims concerning the Firm's services, please refer to Items 6 & 7 of the "Key Facts about our services and costs" supplied.

The Firm's Complaints Procedure is available on request and the Firm maintains adequate Professional Indemnity Insurance as required by the FSA Rules.

The Firm 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.

22. Customers (Clients) to whom these Terms apply are classified under the FSA Rules as "Private" or "Intermediate" customers for Life, Pensions, and Investment business and "Retail" and "Large Business" customers for Mortgage business. For General Insurance transactions they are classified as "Retail" or "Commercial" customers. Clients classified as Intermediate, Large Business or Commercial customers will normally have lesser rights to information disclosure, complaints, and compensation than those classified as Private or Retail customers. For the purposes of this Agreement, You are classified as a PRIVATE / RETAIL customer unless otherwise advised.

23. 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.

24. These Terms came into force in June 2009 and are not assignable. Their contents are governed by and construed in accordance with English Law and are subject to the exclusive jurisdiction of the English Courts.

The terms of this Agreement should be read in conjunction with the "Key Facts about our services and costs" supplied.

Risk Warning on Mortgage Advice:-

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. THINK CAREFULLY BEFORE SECURING OTHER DEBTS AGAINST YOUR HOME. BUY TO LET (PURE) AND COMMERCIAL MORTGAGES ARE NOT REGULATED BY THE FSA.**