

MORTGAGES TERMS OF BUSINESS

1. The provisions of these Terms of Business will take effect immediately that they are provided to you and will continue in force until they are cancelled by you or us, or they are replaced by updated Terms of Business.

Our Services

2. The address at which we are established and from where we will provide our services to you is shown at the foot of this Terms of Business

Communicating with You

3. We will be glad to advise you at any time but, unless specifically requested to do so, we will not carry out a review of any of the mortgage that you have already taken out or that we have arranged on your behalf. However, you agree by signing a returning a copy of this Terms of Business that, at our discretion and unless we hear from you to the contrary, we may telephone you from time to time between the hours of 9am to 9pm without your further prior consent to such contact to discuss your mortgage arrangements.
4. Occasions can arise where we, or one of our other clients, will have some form of interest in the business that we are transacting for you. If this happens, or we become aware that our interests conflict with your interests, we will inform you in writing and ask for your consent before we carry out your instructions.

Fees and Charges

5. If it is proposed that we should be remunerated on a fee-paying basis for the service set out in paragraph 3 above, we will agree its basis in writing with you and will inform you of any related charges, expenses and taxes before carrying out any chargeable work. Any Schedule of Fees we may issue to you will contain details of how payment is to be made and is deemed to form part of this Statement. Notification of any change to the level of fees will be given in writing. These fees may be in addition to any other remuneration received by us in connection with transactions carried out on your behalf. Please see the attached outline of our fees and charges at the end of this document.
6. You should be aware of the possibility that other taxes or costs relating to the services that we provide for you may exist even though they are not paid through us or imposed by us.

Instructions

7. We require our clients to give us instructions in writing. We will accept oral instructions at our discretion, which must be confirmed in writing. We can refuse your instructions at our discretion.

Your Money

8. We do not handle client money. We cannot accept any cheques payable to ourselves or cash; the only exception is fees, as described in the separate "Key facts about our mortgage services" document.

Compensation

- 9. If you make a valid claim against us in respect of the mortgage we arrange for you, and we are unable to meet our 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 up to a maximum limit of £50,000. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

Personal Information

- 10. Personal information provided may be maintained on computer records and will not be disclosed to other parties except other businesses within the same group, representatives of our compliance advisers, our auditors, and any organisation requiring access to such information for regulatory purposes only, or any person having a legal entitlement to access.
- 11. All cheques, documents of title, etc., may be sent by post to your last known address and shall be sent at your own risk. The Recorded Delivery service will not normally be used.

Cancellation

- 12. This Terms of Business may only be cancelled and our authority to act on your behalf may only be terminated in writing, at any time, without penalty, by either party and with immediate effect without prejudice to the completion of transactions initiated prior to receipt of such notice. Other than as stated in this paragraph, there are no cancellation rights that apply to this Terms of Business.

Law

- 13. English law will be the basis of this contract and the language in which this contract will be interpreted, and in which all communications will be conducted, will be English.
- 14. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Terms of Business.

I/We confirm receipt of and my/our agreement to the terms contained in this Terms of Business.

I/we consent to Noble James Associates Ltd contacting me/us in accordance with the terms in paragraph 3 above.

I/we further acknowledge that I/we have been given at least 24 hours in which to consider my/our acceptance.

Signed for and on behalf of Noble James Associates Ltd _____

Adviser Name _____ **Date issued** _____

Signed (Client) _____ **Print** _____

Signed (Client) _____ **Print** _____

Date _____

Residential and Buy To Let Mortgages – Fees & Charges

Fee Basis

0.35% of the mortgage applied for (Minimum £495). This is payable upfront and is not refundable under any circumstances.

OR

Commission/Proc Fee Basis

We may receive a fee for arranging your mortgage from the lender. If the fee we receive is less than £495, we may need to charge you for the balance. We will advise you of this before we do any work on your behalf.

In some cases an upfront fee of up to £495 may be charged. This is to cover the cost of any work done by us prior to application. If the mortgage proceeds and we receive a procurement fee from your lender that is equal to or above the amount charged upfront, your initial fee will be refunded once the procurement fee is received from the lender.

Direct-Only Mortgage Schemes

Some lenders offer mortgage schemes that are only available by approaching the lender directly. We are able to source direct to lender schemes as well, and can advise which ones may suit your needs. However, as these schemes do not pay any procurement fees to us, we would need to charge a fee of 0.30% of the mortgage required (Minimum £395). We are also unable to arrange these mortgages on your behalf as they are only available by you approaching the lender directly.

You may require our assistance with the application process and we will be pleased to offer this at your request. Our fee would then revert to those shown above for arranging a mortgage - 0.35% of the mortgage applied for (Minimum £495)

Option to Exclude Direct-Only Schemes

If you would prefer us to arrange your mortgage in full, or if you prefer not to have to deal with or apply to a lender directly, you may authorise us to source your mortgage using only schemes we can arrange ourselves on your behalf. This would exclude schemes that are only available direct from lenders as mentioned above. You would not incur any further fees from ourselves, as we would receive our fee from the lender. This is still subject to the minimum fee of £495 mentioned above.

Lifetime Mortgages

Fee Basis

1% of the mortgage applied for (Minimum £695). This is payable upfront and is not refundable under any circumstances.

OR

Commission/Proc Fee Basis

We may receive a fee from your proposed lender for arranging your mortgage from the lender. If the fee we receive is less than £695, we may need to charge you a fee for the shortfall. We will advise you of this before we do any work on your behalf.

In some cases an upfront fee of up to £695 may be charged. This is to cover the cost of any work done by us prior to application. If the mortgage proceeds and we receive a procurement fee from your lender that is equal to or above the amount charged upfront, your initial fee will be refunded once this fee is received by us from the lender. This is still subject to our minimum total fee of £695.