

TERMS AND CONDITIONS OF BUSINESS

INTRODUCTION

Davidson Deem Limited is an appointed representative of The Whitechurch Network Limited whose office is at Kings Weston House, Kings Weston Lane, Bristol, BS11 0UR Tel: 0117 373 0440. The Whitechurch Network Ltd is authorised and regulated by the Financial Services Authority (FSA) for investment business and is authorised to advise on and arrange life assurance, mortgages, pensions and investments.

Under the rules of our regulator (FSA) we are required to provide you with Terms and Conditions of Business, which is in effect our Terms and Conditions of Business. Therefore, would you please complete and return the tear off slip. Upon receipt we will be bound by the terms and conditions until terminated by either party. If initiated by us termination will be without prejudice to the completion of transactions already initiated or in progress (if applicable).

These Terms and Conditions of Business exist to protect your interest in that they clearly lay out the working practices of Davidson Deem Ltd and state exactly what your rights are when we conduct business on your behalf. The Terms and Conditions of Business are not a binding contract and may be terminated by you at any time. It does not obligate you to us in any way whatsoever. In the event of a material change in the terms on which Davidson Deem Ltd wish to undertake business with you then you will be issued with a new Terms of Business before being provided with any further mortgage service. We shall assume acceptance unless we hear to the contrary within 7 days of issue.

YOUR COMPLAINTS

You should address any complaint, in writing, to The Compliance Officer, The Whitechurch Network Ltd, Kings Weston House, Kings Weston Lane, Bristol, BS11 0UR Tel: 0117 373 0440 who will acknowledge the issue and send you a copy of the internal complaints procedure. The matter will be investigated in line with procedures and findings reported to you. If you are still not happy with the outcome, you then have the right to forward any eligible complaint to the Financial Ombudsman Service and the details on how to do so will be provided to you. If you make a valid claim against us in respect of any 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. Details of the cover are given in a leaflet, which we will send to you at your request. Further information is available from the Financial Services Authority. In addition we are also insured for negligence by way of our Professional Indemnity Insurance.

OUR SERVICES

We offer you mortgage advice based solely on the information provided by you, and as we are not tied to any one company we are therefore able to advise you on the products of different companies. All individuals employed by or contracted to Davidson Deem Ltd to provide mortgage advice are approved by the FSA. When providing an advisory service and making detailed mortgage recommendations, we will confirm your mortgage objectives and ensure that recommendations are suitable for your individual circumstances in our suitability letter or report.

CLIENT CLASSIFICATION – RETAIL CLIENT

Unless you have instructed us to treat you otherwise and such agreement has been agreed by The Whitechurch Network Limited, you will be treated as a private/retail client and these Terms of Business will apply. Retail client classification is afforded the highest level of protection incorporating recourse to the full Financial Ombudsman Service and the Financial Services Compensation Scheme.

OUR DEALINGS WITH YOU

We prefer our clients to give us instructions in writing by completing the relevant application form and signing the appropriate declaration to avoid possible disputes. We will, accept oral instructions, if they are subsequently confirmed in a letter.

We cannot accept responsibility for taxation advice. Clients must be responsible for their own taxation position and we strongly recommend that clients take advice on taxation matters from a qualified accountant.

Where we are required to verify your identity in accordance with Money Laundering Regulation, no mortgage application will be made until such verification has been obtained. We cannot therefore accept responsibility in instances where mortgages are delayed due to these regulations. This process involves obtaining verification of your identity using documents such as your Passport or Driving Licence and your address (e.g. utility bill, bank statement). In addition, where applicable, we reserve the right to make further enquiries into the source of your funds or wealth to ensure we meet our regulatory obligations. We may check the details you supply against those held on a number of specific databases. Online verification credit reference agencies have access to, for example information from the Electoral Register and fraud prevention agencies. Scoring methods can be used in the verification process as this gives a more thorough check of the available data. A record of this process will be kept that may be used to help other companies to verify your identity. We may also pass information to organizations involved in fraud prevention to protect ourselves and our customers from theft and fraud. If you supply false or inaccurate information and we suspect fraud, we will make the appropriate search using a reputable online credit reference agency, and will keep a record of this search in line with the anti money laundering rules and the Data Protection Act 1998. By signing and returning the tear off slip you consent to us carrying out the appropriate verification checks. Depending on the level of verification generated we may need to contact you for additional information or documentation. Therefore we cannot accept responsibility in instances where mortgages are delayed due to these regulations.

YOUR MONEY

WE DO NOT HANDLE CLIENT MONIES. Cheques for valuation or arrangement fees can only be made payable to the mortgage provider, we never accept a cheque made out to us (unless in settlement of fees for which we have sent you a bill, or re-imbusement for a valuation or arrangement fee that we have paid previously on your behalf). No cheques for fees or monies of any kind should be paid or be made payable to anyone else.

THE DATA PROTECTION ACT

Information provided by you may be held, processed, disclosed and used by ourselves, professional advisers and any associated companies in servicing our relationship with you. However, strict confidentiality will be maintained at all times. It is understood that, unless you notify us otherwise, you agree to the storage, use and disclosure of such information. This information may be disclosed to third party product

providers in the course of providing our analysis and servicing of our relationship with you. No information will be passed to another party without your prior consent unless we are legally obliged to do so. You also agree that for the purposes described above your data may be transferred to countries outside the European Economic Area (EEA). We may use and analyse your data, including the nature of your transactions, to provide you with information by post, telephone, fax or e mail to service and update you, as well as informing you, by way of an unsolicited real time financial promotion, of new mortgage related opportunities. If you would prefer to be excluded from these services, please write to us at Davidson Deem Ltd, Suite 10, Merley House, Merley House Lane, Wimborne, Dorset, BH21 3AA.

REMUNERATION

Not all firms charge for advice in the same way. We will discuss your payment options with you and answer any questions you have. We will not charge you anything until you have agreed how we are to be paid. The following are the payment options we offer.

Paying by commission. If you arrange a mortgage through us we will normally receive commission from the lender. Unlike investment products, you do not incur product charges to cover this commission payment.

Paying by a fee. We will charge you a fee for advising on and for the arranging of your mortgage. The terms of this fee (e.g. amount, when payable, what happens if you do not complete, etc.) will be confirmed in a separate fee agreement letter. If we then receive commission from the lender, we will refund this to you, unless the commission received is greater than the fee, when an amount equal to the fee will be refunded.

Paying by a combination of commission and fee. In some circumstances, we may charge a fee as well as receiving commission. This is normally only done in exceptional circumstances, if for example the commission receivable is very low, or your case is particularly complex and requires a great deal of extra work.

COMMERCIAL MORTGAGES (including Buy to Let)

The Financial Services Authority does not regulate commercial transactions (including the purchase of Buy to Let Properties)

We are insured for negligence by way of our Professional Indemnity Insurance.

We are not the appointed agent of any mortgage lender. We therefore act on your behalf. We are free to deal with any mortgage lender and will review the market place to identify the most suitable mortgage product for you.

PROVISION OF INFORMATION

During our initial meeting, we will be completing a detailed mortgage questionnaire to enable appropriate advice to be given on the mortgage.

We will provide you with information relevant to your mortgage needs, covering such items as an explanation of the repayment methods and implications of taking out a mortgage.

Once we have made our recommendation to you, we will confirm our advice in writing. You should keep this as it will be a record of the transaction and will be confirmed by your lender's formal offer of a loan.

FEE AND BENEFIT DISCLOSURE

We may receive fees from lenders. Before you take out a mortgage, we will tell you the amount of the fee in writing.

DUTY OF PRIVACY /DATA PROTECTION

We will treat all your personal information as private and confidential (even when you are no longer a customer). Nothing about your accounts nor your name and address will be disclosed to anyone, including other companies in our group, other than in four exceptional cases permitted by law. These are:

- Where we are legally compelled to do so.
- Where there is a duty to the public to disclose.
- Where our interests require disclosure (this will not be used as a reason for disclosing information about you or your accounts, including your name and address, to anyone else including companies in our group for marketing purposes).
- Where disclosure is made at your request and with your consent.

You have a right of access under the Data Protection Acts 1998 to your personal records held on our files.

(Ref:WNL/TOB/MORT/ 01/11/07)

I/we acknowledge receipt of the following documents (please tick as applicable):

Terms and Conditions of Business (Ref: WNL/TOB/MORT/ 1/11/07)

Initial Disclosure Document (Key Facts about our services)

Signed: Date:

Full Name:

Signed: Date:

Full Name:

Address:

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