



TERMS OF BUSINESS

Rose Financial Planning ("the Adviser") is an Independent Mortgage Broker who offers impartial advice on and arranges Mortgages and provides access to Regulated and Non Regulated Financial Services and Tax related services.

1. Whose Products do we offer?

The Adviser offers Mortgages from a panel of providers and a full advice and recommendation service so that You and the Adviser can make an informed decision. The Adviser will also supply you with details of product providers and, for Regulated and Non Regulated Financial Services and Tax, duly regulated associate firms.

2. Which service will we provide You with?

The Adviser will record, by way of an appropriate questionnaire, Your Mortgage objectives, Your Financial Services, and Tax demands and needs, and will advise and make recommendations for You after the Adviser has assessed your needs. Any advice the Adviser gives, or recommendations it makes, will take into account Your stated objectives/needs, Your appreciation of risk and any restrictions You instruct the Adviser to take on the type of Mortgage or Financial Services products and Tax services. Advice given and recommendations made will normally be confirmed in a Suitability Statement issued by the Adviser or associate firms for regulated products and services.

3. Instructions from You

- a) The Adviser normally asks You to give it written instructions in order to avoid possible disputes. The Adviser will, however, accept Your oral instructions, provided they are confirmed in writing.
- b) The Adviser may, prior to acting on Your behalf, require production of adequate evidence of Your identity/residence. The Adviser or associate firms may also forward to You, from time to time, promotional material concerning Mortgage and Financial Services products and Tax issues, which it considers You ought to be aware of.
- c) Where you abort a transaction which results in the Adviser having to repay all, or a portion of commissions/fees earned, or where the Adviser has expended time and effort in advance of receipt of any such income, the Adviser reserves the right to charge You an amount based on the time spent in respect of the aborted transaction.
- d) The Adviser'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.

4. Conflicting Interests

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

5. Remuneration – What will You have to pay us for our services?

Providing access to a Mortgage and other products and services for You may involve Procurement, Administration and Valuation fees and the payment of commission to the Adviser by the relevant Lender/Product provider or associate firm. You will receive an illustration which discloses to You details of any fees charged. The Adviser may also

Mob: 0034 677 874 948 (including evenings)

E Mail: mark@rosefp.com

Web: www.rosefp.com

Mail: Apartado Postal No. 2851, Avda Descubrimiento, Vera Costa, Vera 04621, Vera, Almeria, Spain

charge an Arrangement Fee for the services it provides, in which case this will be subject to a separate Fee Agreement with You, detailing the charge made. Consultation fees will apply for all client case specific advice the current charge for which is €50 per hour.

The Adviser also offers all clients a continuing 'Support Service' details of which will be provided at the outset of contact.

6. Refund of Fees

You will normally receive no refund if You subsequently decide not to take out a Mortgage or Financial Services product.

7. Client Money

THE ADVISER DOES NOT HANDLE CLIENT MONEY OR ASSETS.

The Adviser never accepts cheques made out to it (unless it is in settlement of Fees which have been invoiced) or handle cash. All cheques for premiums or any Mortgage related payments must be made payable to the relevant Insurer / Lender.

8. Documentation and Information

- a) The Adviser will forward to You all documents concerning the matters we have arranged for You as soon as practical after it receives them. Where a number of documents relating to a series of transactions is involved, the Adviser will normally hold each document until the series is complete, then forward them to You.
- b) The Adviser may in appropriate circumstances place Your 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 Adviser will advise You accordingly.

9. Record Keeping

The Adviser keeps records of all its business transactions.

You or Your agent may inspect any information relating to Your transactions. The Adviser treats all client records as confidential and reserves the right to provide copies of your records, rather than allow access to the records containing information on other clients. You specifically consent to any personal or financial information which You provide being stored, used or transmitted by the Adviser to set up, advise on and service Your Mortgage and Financial Services arrangements.

These Terms are not assignable. Their contents are governed by and construed in accordance with Spanish Law and are subject to the exclusive jurisdiction of the Spanish Courts.

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.**

I / We hereby confirm receipt and agree to the above Terms.

1st Applicant:..... **Date:**.....
2nd Applicant:..... **Date:**.....
Adviser: **Date:**.....

Revised 12-02-09