

TERMS OF BUSINESS

About this Document

This document outlines Foligno & Co's terms of business.. Should you choose to proceed with our services, in doing so, you accept our Terms of Business and both parties will be bound by the terms laid out in this document.

Our Regulator (The Financial Conduct Authority)

Foligno & Co is a trading name of Phillips & Foligno Ltd and is authorised and regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register, by visiting the FCA's website:

www.fca.org.uk/firms/systems-reporting/register.

Our Financial Services Register number is: 988616

1. Our Services

For Mortgages we are a mortgage intermediary and we will recommend a mortgage product that is suitable for you following an assessment of your personal needs and circumstances. This will include a detailed assessment of affordability.

We will consider all products and lenders that we have access to. This means we will not consider those lenders that are only available by you going direct to them.

Where you are increasing your borrowing we will consider the merits of both a new first charge mortgage and securing this by an additional mortgage on a second charge basis. You may have the option of a further advance from your existing lender, however, we will only consider this where we are able to deal directly with the lender on your behalf.

It may be in your best interests to explore this option and look at the further alternative of an unsecured loan, as these may be more appropriate for you.

For Non-investment protection contracts we are an intermediary and will act on your behalf when providing advice and making our personal recommendation(s) to you. We will do this based on a fair and personal analysis of insurers for term assurance, income protection, critical illness.

As your intermediary for general insurance contracts, we'll recommend insurers based on your needs from a fair market analysis. We'll provide you with a list of considered insurers, but it's your responsibility to ensure the policy aligns with

your requirements for building and/or contents, private medical insurance, accident, sickness, and unemployment coverage.

The Costs of our Service

2. (Mortgages)

In a typical scenario, we collect a non-refundable fee of £99 upon application, with the final amount payable upon completion, if applicable. The specific fee varies based on factors like existing relationships with customers, complexity, and other considerations.

In some cases, we may charge the entire amount upfront due to the complexity of the case and the immediate risk we assume by taking on your business.

Details of our maximum fees per category are outlined below:

Advice On:	Maximum Charge:	Dependent On:
First Time Buyer	£329	Complexity
Home Move	£329	Complexity, existing relationship.
Re-Mortgage	£329	Complexity. How much work involved, existing relationship.
Product Transfers > £85,000	£0	N/A
Product Transfers < £85,000	£125	Mortgage Balance size. How much work involved, existing relationship.
BTL	£549	Complexity, portfolio size, depending on existing relationship.

If you're considering staying with your current lender for a product transfer or porting your home, even if they're not on our panel, we have a service tailored for you. We conduct a comprehensive review of your financial situation and assess the broader market. Following this, you'll have the choice to stick with your current lender. This service is available for a one-time fee, detailed below.

Advice On:	Maximum Charge:	Dependent On:
General Market Review & Financial Overview	£125	N/A - Set fee, no change. <i>*If you choose this option and later decide to switch lenders, any fee you've already paid will be deducted from your final fee.</i>

Questions?

Please consult your adviser if you need further clarification on any of the above or if individual pricing details are unclear.

2a. (Non-Investment Products)

Protection and General Insurance Contracts

We do not charge a fee as we will receive commission from the provider/insurer after the policy has been placed on risk.

2b. (Referral Services)

We may refer you to use one of the following (but not limited to):

- Solicitors/Conveyancers.*
- Property surveyors & EPC surveyors
- Utility Bill Suppliers
- Financial Adviser, for investment, pensions and other advice services.
- Estate Agents

If we do so, we hold the right to receive a remuneration.

**For solicitors/conveyancers, although you don't pay us directly, this service is offered by us as an additional benefit. We provide a hands-on approach and offer regular updates through our trusted solicitor systems. This may involve our trusted local solicitor, JCP, or through the 'Sort Refer' panel of solicitors. This individual system grants us access to your ongoing case via their portal and allows us to select from a panel of nationwide trusted solicitors/conveyancers.*

2c. Refund of Fees

Please note our fee will still be charged should the lender reject your mortgage application due to you not disclosing any material information about your personal situation. It should also be noted we do not provide a refund should you decide not to proceed with the mortgage loan after we have made a recommendation to you.

3. List of Mortgage Lenders & Insurers

We work with most of the mortgage market, as well as the protection and insurance market, covering various lenders and insurers. For a complete list of our panel members, please request this from your adviser.



4. Our Ethical Policy

We are committed to providing the highest standard of advice and service possible. The interest of our customers is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- be open, honest and transparent in the way we deal with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon;
- seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.
- *where possible we will adapt our communication means with you according to your needs. Please discuss this with us.*

5. Cancellation Rights

Certain protection and insurance contracts allow you the right to cancel after a contract has been put in force. Prior to you entering into a contract of protection or insurance we will provide you with specific details should this apply to include its duration; conditions, practical instructions and any costs for exercising it, together with the consequences of not exercising it.

6. Instructions

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing.

7. Complaints

If you wish to register a complaint, please write do one of the following:

- Write to: (Foligno & Co) Suite 7 - Riverside House, Swansea, SA1 2JA
- Telephone: [01792 687237](tel:01792687237)
- Email: support@folignoandco-mortgage.co.uk

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4567.

The Financial Ombudsman Service is a free and easy-to-use service that settles complaints between consumers and businesses that provide financial services.

8. Compensation Scheme

If you make a complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. Further information about the limits applicable to the different product types is available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

9. Client Verification

We may be required to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to date. For this purpose we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

10. Open Banking

Foligno & Co' uses Open Banking via Experian, a third party to enable the sharing of bank statement data and Credit Reporting. This removes the need to upload or email copies of bank statements and is a faster and more efficient way for customers to share personal and business bank statements in a digital and secure manner.

This supports the affordability assessment of income and expenditure for both personal and business applicants in connection with a mortgage application potentially reducing the time to give a lending decision.

If you wish to use this service, a link will be sent to you from our 'Smart365' system in partnership with Experian.

11. Law

This agreement is governed and shall be construed in accordance with the Law of England and Wales and the parties shall submit to the exclusive jurisdiction of the England and Wales Courts.

12. Force Majeure

Phillips & Foligno Associates Ltd shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

13. Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving 7 days notice 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.

14. Services Selection

You may now choose the combination of services that best suits your needs.

As outlined in our referral services section, you have the option to include a referred solicitor as an additional service. This means that by selecting this option, you'll benefit from our 'Hands-On' approach, either with JCP solicitors or by utilising a nationwide solicitor through the 'SortRefer' panel.

It's important to note that if you opt to use your own solicitor, we will have limited control over your case. Consequently, we won't be able to intervene if your case encounters delays or if you're uncertain about its progress. To clarify, once your Mortgage Offer is issued, we, as Mortgage Advisers, are not obligated to follow up with your solicitor.

By selecting our 'Solicitor/Conveyancer' add-on, we'll maintain a high level of involvement, providing comprehensive information, input, and control over your case from start to finish.

Please select at least one of the following:

- MORTGAGE & PROTECTION/INSURANCE ADVICE ONLY**
- INSURANCE ADVICE ONLY**
- SOLICITOR/CONVEYANCER ADD-ON**
- SURVEY REFFERAL**
- UTILITY BILLS REFFERAL**
- FINANCIAL ADVICE REFFERAL (PENSIONS & INVESTMENTS)**
- ESTATE AGENTS (SMITH'S HOMES)**

15. Agree to our Terms

By filling in and signing the below, you agree to our terms of services and costs as set out in this document.

Applicant One:	Applicant Two:
FULL NAME:	FULL NAME:
SIGNATURE:	SIGNATURE:
DATE:	DATE:
<input type="checkbox"/> <i>I agree to the terms set out in this document.</i>	<input type="checkbox"/> <i>I agree to the terms set out in this document.</i>

16. Thank you.

Thank you for taking the time to read this document. We appreciate your attention to detail and commitment to understanding our terms and services. If you have any questions or need further clarification, please don't hesitate to reach out.