

Tom Farrell Financial & Mediation
The Hub Business Centre
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Ipswich
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FINANCIAL NEUTRAL & COACHING SERVICES TERMS AND CONDITIONS OF BUSINESS

The role of the financial neutral, or coach, is to provide generic help in gathering and understanding your financial information. This service can include helping you to generate financial settlement options and cash flow modelling of those options, based upon the information that you supply to me and any agreed assumptions.

As an accredited Resolution specialist, I adhere to their code of conduct and standards at all times. A copy of this code of conduct can be supplied to you upon request.

I can meet with you individually, together and jointly with other professionals, as required. I can work within the Mediation or Collaborative process, which may be subject to further written agreement. I can be singly or jointly instructed. I charge an hourly rate of £275 (no VAT). In certain circumstances, I can offer a fixed fee for specific work, subject to prior written agreement.

Sharing of information and confidentiality:

I may be working with you as a part of an interdisciplinary team of professionals, to give you the help that you need throughout this process. Teamwork relies upon effective sharing of information, to give the best and quickest outcome. Any information that is considered **legally privileged, without prejudice or confidential** as a part of this process, will remain so when shared with other members of the team and I will be bound by the terms of your Agreement to Mediate or Collaborative participation agreement.

In addition, you may require an indication of the likely costs of financial products, or an understanding of your likely mortgage borrowing capacity. In these circumstances, I will use the systems at my disposal, or refer you to a suitably authorised adviser to obtain this information and you are giving your consent for your information to be supplied in respect of this.

In signing this document, you are agreeing for your information to be shared and stored in this way.

It is important to understand that this role is not a regulated activity and does not, under any circumstances, constitute specific financial advice.

If you require specific, regulated financial advice, I will tell you. Where appropriate, I can agree to offer regulated advice. **This would be subject to separate terms and the mutual agreement of all parties and their legal advisers, in respect of Collaborative Law. As such, I am an appointed representative of The On-Line Partnership Limited which is Authorised and Regulated by the Financial Conduct Authority, authorised to provide regulated advice, under whose separate terms such advice would be provided.** If it is not appropriate for me to advise you directly, I can assist you in finding a suitable adviser elsewhere.



Data Protection & Direct Marketing – Information held about you

In order to understand your circumstances properly, I may need to obtain certain information from you about your financial and personal circumstances. All information is treated as confidential, however by accepting my Terms and Conditions of Business you agree that the information that you give me may be disclosed to third parties for the purpose of assessing your financial situation.

You must obtain the authority of any third party to give consent on their behalf. Your signature indicates that we may process such a third party's data on the basis that you have obtained consent to give this information on the third party's behalf.

This is my standard Terms and Conditions of Business upon which I intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

By signing these Terms and Conditions of Business:

1. You agree that the information I hold about you can be held on computer and/or paper files.
2. You agree that any information that you give us may be disclosed to third parties (e.g. credit reference agencies and product providers) for the purpose of establishing likely insurance costs and borrowing capacity, as well as other professional advice, as required.
3. You understand that the role of the Financial Neutral or Coach is not a regulated activity which advice, if needed, would be subject to separate terms.
4. I agree that any consent given by you under paragraph 2 above may be withdrawn by you at any time by contacting me in writing at:

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I/We acknowledge receipt of the Terms and Conditions of Business (Version xxx) and by my/our signature(s) confirm that I/we have read and understood the same and agree to be bound by them.

Signed:

Signed:

Print:

Print:

Dated:

Dated:

Signed for and on behalf of Tom Farrell Financial & Mediation:

Dated: