

# Terms of Business

## Buy To Let



## 1. Background

This document provides important information about our services, our fees, our regulatory status and your protections and rights in respect of the services that we provide.

You can use this document to decide whether our services are right for you.

## 2. Our regulator

We are an Appointed Representative of the PRIMIS Mortgage Network, a trading name of Personal Touch Financial Services Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA). The FCA is the independent watchdog that regulates financial services.

PRIMIS is included on the Financial Services Register under registration number 187834. You can check this via the FCA website [www.fca.org.uk](http://www.fca.org.uk) or by calling them on 0800 111 6768.

PRIMIS Mortgage Network authorise us to advise and make arrangements in relation to:

- Mortgages
- Life and Health Insurance
- Personal Accident Insurance
- General Insurance
- Credit broking

**The FCA does not regulate advising on, or arranging, Buy-to-Let mortgages that are taken out for investment purposes ('investment Buy-to-Let Mortgages').**

The FCA does supervise firms who advise on, or who arrange, Consumer Buy-to-Let mortgages. However, **the regulatory protections offered in respect of Consumer Buy-to-Let mortgages are very limited.** A Consumer-Buy-to-Let Mortgage is a buy-to-let mortgage which is not entered into wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by the borrower. The documentation that we provide will tell you whether any mortgage that we are recommending is a Consumer Buy-to-Let.

## 3. What type of service do we offer?

We provide an advised service. This means that we will assess your needs and make a personal recommendation for each of the mortgage and / or insurance areas for which you have asked us to provide a service.

We act for you and not the insurer or mortgage lender in connection with the services we provide.

## 4. Whose products do we offer?

### *Insurance*

We offer products from a range of insurers for the following insurance products: *term assurance, family income benefit, non-investment whole of life assurance, critical illness insurance, income protection insurance, mortgage payment protection insurance, and household Insurance*. The range of insurers is based on a fair analysis of the relevant market.

### *Buy-to-Let Mortgages*

*We offer a comprehensive range of first charge and second charge mortgages and loans from across the market, but not deals that you can only obtain by going direct to a lender.*

## 5. What will you have to pay us for our services?

### *Insurance*

We won't charge you a fee for our services relating to insurance but we will receive commission from the product provider. The commission will be calculated as a proportion of the premiums paid for the insurance product.

You will receive a quotation which will tell you about the fees and charges relating to any particular insurance policy that we recommend.

### *Buy-to-Let Mortgages*

Our fees and charges vary depending on the Services we provide to you. We typically charge a fee of £49 and a further fee of up to £450 payable upon completion (Menu of Fees available).

Our typical fee is £249. Limited Company BTL £299.

We will also be paid commission from the lender which will be disclosed to you. If an application is submitted to the lender via a packager we will be paid commission by the packager. This will be disclosed to you.

You have the right to ask us to provide information on any variation in levels of commission payable for any type of mortgage or loan offered to you.

We will provide you with full written details of the basis upon which we will be paid for the Services we provide. This could include a payment from your mortgage provider and/or a fee we will charge you.

We will not commence any substantive work for which we will charge you a fee until we have agreed the applicable fee with you and such fee is recorded in a binding Client Fee Agreement.

We will not exceed any limits on any fee set out in the Client Fee Agreement without your agreement.

We will advise if it is appropriate to pay fees or charges in connection with the mortgage or loan direct as opposed to adding them to the sum advanced under the loan contract. We will not commit you to an application for a mortgage or loan where a fee or charge of any kind (receivable by our Firm or another party) is to be added to the sum advanced unless you have made a positive choice to add the fee or charge to the sum advanced.

We will also be paid commission from the lender. The amount of commission will be disclosed to you.

You have the right to ask us to provide information on the range of commission that the lenders on our panels offer to us.

### *Refund of Fees*

If we charge you a fee and your mortgage does not go ahead you will receive no refund.

## **6. Our services when we are giving advice on increasing borrowing on an existing property**

If you are seeking advice on increasing the borrowing secured on a property which is subject to an existing mortgage, we will consider whether you should:

- take a further advance from your current lender;
- take out a new mortgage with a different lender; or
- take out a separate, second charge loan.

We will not consider unsecured lending. In some circumstances, this option might be available and appropriate for you.

## **7. Payments to us**

You should only pay money to us to settle any fees that we have charged you for our services. We cannot accept payments of any other type. We do not accept cash as a form of payment.

Any payment requested by third parties (including product providers, lenders and solicitors) should be paid directly to that third party. We are not authorised to hold client money (that is, money which is to be held or processed on your behalf, as defined by the FCA).

## **8. Your duty to provide full and accurate information**

It is your responsibility to provide complete, accurate and comprehensive information to us and to any product provider or lender that we might recommend.

Failure to disclose material information could invalidate any insurance product that we arrange for you, or cause any mortgage application to fail.

We are entitled to rely on the information that you have disclosed to us. We cannot be held responsible for any consequences arising from the information held on your file becoming inaccurate as a result of changes that you have not told us about.

## 9. Conflicts of interest

We maintain procedures to prevent and manage conflicts of interest arising between you and us or PRIMIS or between you and any other client of ours or of PRIMIS.

Circumstances might occasionally arise where we consider that these procedures not be sufficient to ensure, with reasonable confidence, that the risks of damage to your interests will be prevented. In these cases we will clearly disclose the following to you in writing before we undertake any business for you:

- a specific description of the conflict of interest that has arisen;
- the risks to you that arise from the conflict of interest;
- confirmation that we do not consider that our normal organisational and administrative arrangements are sufficient to mitigate these risks.

Our disclosure will provide sufficient information to enable you to make an informed decision about the risks to you and hence whether you should proceed with the service.

## 10. What to do if you have a complaint?

We hope that you will be satisfied with the service that we provide. If you wish to register a complaint, please contact us via any of the following methods:

**In Writing:** The Customer Resolution Team  
Personal Touch Financial Services Limited  
3700 Parkside, Birmingham Business Park, Solihull  
West Midlands.  
B37 7YT

**By Telephone:** 0121 767 1139

**By Email:** [complaints.solihull@primis.co.uk](mailto:complaints.solihull@primis.co.uk)

PRIMIS will aim to deal with your complaint quickly and impartially. You can see our full complaints procedures via our website [www.primis.co.uk](http://www.primis.co.uk). If we cannot resolve your complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service.

Full details can be found on its website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**Complaints relating to services provided in respect of investment Buy-to-Let Mortgages cannot be referred to the Financial Ombudsman Service.**

## 11. Are we covered by the Financial Services Compensation Scheme?

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Further information about this scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to:

Financial Services Compensation Scheme,  
10th Floor, Beaufort House,  
15 St Botolph Street,  
London  
EC3A 7QU.

Telephone: 0800 678 1100 or 0207 741 4100

## 12. Client Confidentiality

We will keep all of your personal information private and confidential, even when you are no longer a client, in accordance with prevailing data protection legislation. Our Data Privacy Statement provides full information about how we will use your data.

## 13. Electronic verification of identity

We are required by law to confirm your identity, which means we are required to seek proof of who you are and where you live. This is to comply with money laundering regulations.

We may attempt to check your identity electronically based on the information you provide, and may pass on and exchange information with appropriate agencies in order to carry out those searches and checks.

If our service is being provided to a legal entity (for example, if you are a limited company or a partnership) we are required to verify the identity of the beneficial owners (usually those who hold over 25% of your capital or profit or voting rights or who otherwise has a controlling interest), your Directors or partners and anyone who has authority to give instructions to us. We may attempt to electronically check the identity of the individuals who you have told us, or who we separately identify, fall into these categories.

Electronic identity checks will leave an enquiry footprint on the credit file of the individual for every check carried out. However, electronic identify checks do not affect credit scores. In making use of our services, you confirm your acceptance of our use of credit reference agencies which will result in such a record.

We will require alternative proof of identification from you if electronic verification of identify is not successful.

### 14. Why are we asking you to read this document?

During the course of dealing with us we will ask you to provide us with detailed personal information relating to your existing circumstances, your financial situation and, in some cases, your health and family health history (**Your Information**). We would like to **explain to you what we will need to do with Your Information**, and the various rights you have in relation to **Your Information**.

### 15. What do we mean by “Your Information”?

Your Information means any information describing or relating to you. Your Information may identify you directly, for example your name, address, date of birth, National Insurance number and the like. Your Information may also identify you indirectly, for example, your employment situation, your physical and mental health history, or any other information that could be associated with your cultural or social identity.

In the context of providing you with assistance in relation to your mortgage and/or insurance requirements Your Information may include:

- Title, names, date of birth, gender, nationality, civil/marital status, contact details, addresses and documents that are necessary to verify your identity
- Employment and remuneration information, (including salary/bonus schemes/overtime/sick pay/other benefits), employment history
- Bank account details, tax information, loans and credit commitments, personal credit history, sources of income and expenditure, family circumstances and details of dependents
- Health status and history, details of treatment and prognosis, medical reports (further details are provided below specifically with regard to the processing we may undertake in relation to this type of information)
- Any pre-existing mortgage and/or insurance products and the terms and conditions relating to these

### 16. The basis upon which our Firm will deal with Your Information

When we speak with you about your mortgage and/or insurance requirements we do so on the basis that a **contract for the supply of services** is in place between us. In order to perform that contract, and to arrange the products you require, we have the right to use Your Information for the purposes we set out below.

Alternatively, either in the course of initial discussions with you or when the contract between us has come to an end for whatever reason, we have the right to use Your Information provided it is in our **legitimate business interest to do so and your rights are not affected**. For example, we may need to respond to requests from mortgage lenders, insurance providers and our Network relating to the advice we have given to you, or to make contact with you to seek feedback on the service you received.

On occasion, we will use Your Information to enable us to meet *any contractual responsibilities we may owe our Network, or for wider compliance with any legal or regulatory obligation to which we might be subject*. If this were to arise we would be processing Your Information in order to meet a legal, compliance or other regulatory obligation to which we are subject.

## 17. How do we collect Your Information?

We will collect and record Your Information from a variety of sources, but mainly directly from you. You will usually provide information during the course of our initial meetings or conversations with you to establish your circumstances and needs and preferences in relation to mortgages and insurance. You will provide information to us verbally and in writing, including email.

We may also obtain some information from third parties, for example, credit checks, information from your employer, and searches of information in the public domain such as the voters roll. If we use technology solutions to assist in the collection of Your Information, such as software that is able to verify your identity on-line or to access your credit status and/or bank account entries, then you will be required to provide your consent for us or our nominated processor to access your information in this manner, and details of how such software operates will be provided to you prior to the activation of the service.

## 18. What happens to Your Information when it is disclosed to us?

In the course of handling Your Information we will:

- record and store Your Information in our paper files, mobile devices and on our computer systems (websites, email, hard drives, cloud facilities) and it will be accessed by employees and consultants within, or contractors engaged, by our Firm as necessary to provide our service to you and to perform any administration tasks associated with or incidental to that service
- submit Your Information to mortgage lenders and/or insurance product providers, both in paper form and on-line via mortgage lender/insurance provider systems, in order to progress any enquiry or application made on your behalf and to deal with any additional questions or administrative issues that mortgage lenders and insurance providers may raise
- input Your Information, along with full details of the mortgage and/or insurance, discussed with you or which you have taken out, to the computer systems of our Network
- use Your Information for the purposes of responding to any queries you may have in relation to any mortgage product or insurance policy you may take out, or to inform you of any developments in relation to those products and/or polices of which we might become aware.

## 19. Sharing and transferring Your Information

From time to time Your Information will be shared with or transferred to:

- our Network
- to mortgage lenders and insurance providers
- third parties who we believe will be able to assist us with your enquiry or application, or who are able to support your needs as identified, such third parties will include but may not be limited to, product specialists (including those within our Network and other Appointed Representatives of the Network), estate agents, providers of legal services such as conveyancing, surveyors and valuers (in each case where we believe this to be required due to your particular circumstances).

In each case for the purposes set out in this customer privacy notice, i.e. to progress your mortgage and/or insurance enquiry and to provide you with our professional services.

**Please note that this sharing of Your Information does not entitle such third parties to send you marketing or promotional messages: it is shared for the purpose of ensuring we can adequately fulfil our responsibilities to you, and as otherwise set out in this Customer Privacy Notice.**

These parties may be located in the UK or elsewhere in the world where different privacy laws may apply which may not offer the same level of protection as UK law. We only make these arrangements or transfers where we are satisfied that adequate levels of protection are in place to protect any information held in that country and that the service provider acts at all times in compliance with applicable privacy laws.

## 20. The basis upon which our Network will deal with Your Information, Your Special Data and Criminal Disclosures

Our Network is authorised and regulated by the Financial Conduct Authority (FCA). Our Network is responsible for the quality of the advice that we provide to you in relation to your mortgage and/or insurance products, where those products are regulated by the FCA. In the course of doing so, our Network will also process Your Information generally, including Your Special Data and Criminal Disclosures.

In the course of handling Your Information and Your Special Data/Criminal Disclosures our Network will:

- record and store Your Information and Your Special Data/Criminal Disclosures on Network systems run on secure servers. Your Information and Your Special Data/Criminal Disclosures will be accessed by authorised employees and consultants within, or engaged, by the Network as necessary for the purposes of supervision, training, quality audits, customer surveys and complaint handling or otherwise to comply with any other legal or regulatory obligation the Network may have
- use, and where appropriate transmit, Your Information and Your Special Data/Criminal Disclosures to respond to any request from the FCA, the Financial Ombudsman Service, HMRC, the Office of the Information Commissioner or any other regulatory, law enforcement or governmental body

- need to access and process Your Information and Your Special Data/Criminal Disclosures to deal with enquiries received from mortgage lenders and insurance providers that relate to the service this Firm has provided to you, including the payment of any commission or fees to us that may be linked to the product you have taken out.

Your Information and Your Special Data/Criminal Disclosures will be retained by our Network either electronically or in paper format for a minimum of six years and possibly for a longer period where this is required to enable the Network to fulfil its legal and regulatory obligations.

Please note that the above information is a summary of the Network Privacy Policy for customers. If, you wish to understand in more detail what the Network will do with Your Information and Special Data/Criminal Disclosures then please visit the Network Privacy Policy for customers located at [www.primis.co.uk/index.php/terms-and-conditions/](http://www.primis.co.uk/index.php/terms-and-conditions/)

## 21. Security and retention of Your Information

Your privacy is important to us and we will keep Your Information secure in accordance with our legal responsibilities. We will take reasonable steps to safeguard against Your Information being accessed unlawfully or maliciously by a third party, accidentally lost, destroyed or damaged.

We also expect you to take reasonable steps to safeguard your own privacy when transferring information to us, such as not sending confidential information over unprotected email, ensuring email attachments are password protected or encrypted and only using secure methods of postage when original documentation is sent to us.

Your Information will be retained by us either electronically or in paper format for a minimum of six years, or if longer than six years, the duration of this Firm's relationship with you.

## 22. Your rights in relation to Your Information

You can:

- request copies of Your Information that is under our control
- ask us to further explain how we use Your Information
- ask us to correct, delete or require us to restrict or stop using Your Information (details as to the extent to which we can do this will be provided at the time of any such request)
- ask us to send an electronic copy of Your Information to another organisation should you wish
- change the basis of any consent you may have provided to enable us to market to you in the future (including withdrawing any consent in its entirety)

## 23. How to make contact with our Firm in relation to the use of Your Information

If you have any questions or comments about this document, or wish to make contact in order to exercise any of your rights set out within it please contact:

Mark Thurman  
01482 841123

If we feel we have a legal right not to deal with your request, or to action it in different way to how you have requested, we will inform you of this at the time.

You should also make contact with us as soon as possible on you becoming aware of any unauthorised disclosure of Your Information, so that we may investigate and fulfil our own regulatory obligations.

If you have any concerns or complaints as to how we have handled Your Information or Your Special Data/Criminal Disclosures you may lodge a complaint with the UK's data protection regulator, the ICO, who can be contacted through their website at <https://ico.org.uk/global/contact-us/> or by writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.



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