



Client Agreement

Buy to let Mortgages

1. INTRODUCTION

This agreement sets out the terms under which our buy to let mortgage services are to be provided, including details of the specific services and a summary of our charges for those services.

Millfield Osceola Financial Consultancy Limited is able to act on your behalf in advising you on buy to let mortgages. We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. Following our initial discussion, should you decide to go ahead there is a cost for our advice and services.

Please note that unlike most mortgage advice, the advice given on buy to let mortgages is not regulated by a regulatory body, such as the Financial Conduct Authority (FCA).

2. OUR SERVICE

The services that you have selected and the charges for those services are confirmed in Section 9 - Your Consent at the end of this agreement. We agree to provide the services selected and you agree to pay us for those services.

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and objectives. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

3. COMMENCEMENT

This agreement shall commence on the date of signature and shall remain in force until terminated in accordance with Section 6 – Cancellation below.

4. OUR SERVICES AND HOW WE CHARGE FOR THEM

For any aspect of our services all actual charges and fees will be fully disclosed to you. We will not charge you until we have discussed your payment options and agreed with you how we are to be paid. We will also let you know if there are any other costs that might arise in connection with the services we provide to you.

Our charges/fees will be VAT exempt unless the work we provide for you only involves advice and/or preparing a report, in which case VAT may be applicable. We will always tell you if you have to pay VAT before we undertake any work for you.

Our buy to let mortgage services are designed to provide you with the best buy to let mortgage solution for your needs.

We are not limited in the range of buy to let mortgages we will consider for you.

You can pay for our buy to let mortgage services by:

1. A combination of fee and commission from the mortgage lender

Paying by a combination of fee and commission from the lender

Our minimum charge for our buy to let mortgage services is £499 payable when you apply for a buy to let mortgage. We will also receive a commission from the lender

Example based on a £200,000 buy to let mortgage application
<ul style="list-style-type: none">• Our minimum fee per mortgage is £1,000• £499 is charged directly to you at outset• Example Commission = £800• Example remuneration will be £499 + £800 received from the lender making a total of £1,299

You will receive a mortgage illustration when considering a particular buy to let mortgage which will tell you about any fees relating to it.

If we charge you a fee, and your buy to let mortgage does not go ahead, you will receive:

- A full refund of the fee if we have not carried out any research/processing on your behalf.
- No refund of fee if we have carried out credit searches/research/ product options and sourced a suitable buy to let mortgage provider

5. OUR OBLIGATIONS

Recommendations

We will confirm to you in writing the basis of our recommendations. We will also provide you with a mortgage illustration which is a personalised description of the costs and features of the buy to let mortgage that we are recommending.

Protecting your personal information

Your personal information is important to us. We will endeavour to take all due care to protect this information. We highlight below matters relating to your information that you should be aware of.

Some services are provided to our firm by third parties such as processing business or obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details. Personal information held by ourselves may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to any such third parties. This information may be transferred electronically (e.g. e-mail) and we, or any such third party, may contact you in future by any means of communication which we consider appropriate at the time.

Product providers and lenders may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of Data Protection laws as the UK. However, they are required to put a contract in place to ensure that your information is

adequately protected, and they will remain bound by their obligations under the Data Protection Act even when your personal information is processed outside Europe.

Anti-money laundering

We are required by the anti-money laundering regulations 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.

Conflict of interests

We will endeavour always to act in the best interests of you our client. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

Communicating with you

We may communicate with you by telephone, post, e-mail or in person. In certain circumstances, we may ask you to confirm any instructions in writing prior to implementation. All our communications with you will be in English (unless agreed otherwise).

6. CANCELLATION

Termination of this Agreement

You or we may terminate this agreement and our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this agreement unless otherwise agreed in writing. You will be liable to pay for any services provided prior to termination and any fees outstanding, if applicable.

Product cancellation rights

There is **no right** to cancel a mortgage contract once the mortgage transaction has been concluded.

7. HOW YOU ARE PROTECTED

If you are dissatisfied with a recommendation we have made you are entitled to make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us:

In writing: Nigel Copperwheat at Business & Personal Investment Limited, BPI House, Bourne End Business Park, Cores End Road, Bourne End, Bucks, SL8 5AS

By phone: +44 (0) 1494 442700

By e-mail: info@bpinvestment.com

Please be assured we treat complaints seriously.

Buy to let mortgages are not regulated by the Financial Conduct Authority and therefore you will not have any recourse under the Financial Services Ombudsman or Financial Services Compensation Scheme in respect of any future dispute resolution.

Client money

We are not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of a service for which we have sent you an invoice) or handle cash.

8. GENERAL

Jurisdiction

This agreement is governed by and should be interpreted in accordance with English law and you agree to submit to the non-exclusive jurisdiction of the English Courts.

Legal and accounting advice

Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

Direct mortgage deals

We advise on mortgage products from the whole of the market. This means that we source the recommended mortgage from the range of mortgages available to “intermediary” firms. Certain lenders may offer products directly to the public, rather than via an intermediary firm, with more favourable terms. Accordingly our recommendation to you will be based on the most suitable mortgage product incorporated within the range available to intermediary firms.

If there is a particular mortgage product that you are aware of which is available directly from a lender that you wish us to review and comment on, we are happy to do so. We may charge you a fee for providing advice in relation to this but would agree this with you at the time.

Unsolicited promotions

We may contact you in the future by means of an unsolicited promotion (by telephone, email or post) should we wish to discuss the relative merits of a particular mortgage product or service which we feel may be of interest to you.

9. YOUR CONSENT

This is our standard client agreement upon which we 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. This client agreement replaces any previous agreements and understandings we have with you, and will only be modified where confirmed in writing.

I/We acknowledge that the client agreement will come into effect from the date of issue.

I/We authorise the transfer of personal information, on a confidential basis and in accordance with the Data Protection Act 1998, between Millfield Osceola Financial Consultancy Limited and any relevant third parties. I/We agree that Millfield Osceola Financial Consultancy Limited, or any

such third party may contact me in the future by any means of communication (including by electronic communication e.g. email) considered appropriate at the time.

I/We also confirm that I am / we are happy / not happy to give Millfield Osceola Financial Consultancy Limited express consent to contact me/us by telephone, email or post, to discuss advising on or arranging a buy to let mortgage product in the future.

We may wish to contact you in the future so that we can provide information about other services that may be of interest to you. Please tick if you would like to receive information about our services by means of:

Email Telephone Text message Post

Services & Charges agreed

Initial Service	Tick to confirm	Details of agreed fee	
Advice relating to mortgages		Pay by commission	Y / N
		Agreed fee to be paid directly by you (if applicable)	
Other		Pay by commission	Y / N £
		Agreed fee to be paid directly by you (if applicable)	£

Date of issue	
Client name(s):	
Client Signature(s):	
Date:	

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Registered office is as above. Registered in England and Wales no. 04340642

Millfield Osceola Financial Consultancy Ltd is an appointed representative of Business & Personal Investment Ltd, which is authorised and regulated by the Financial Conduct Authority