



Client Agreement: Terms of Business

Buy to Let Mortgages

1. Our Obligations

Recommendations

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

Whatever financial decisions you have to make, the first step towards making the right decisions is to establish a clear understanding of your needs. At our first meeting we will gather information about you to help define your needs and priorities.

Our services include:

Buy to let: We are able to advise on both consumer* and business buy to let mortgages.

* A situation where you are a landlord as a result of circumstance rather than as a result of an active business intention is likely to be considered a **consumer** buy to let mortgage. For example, if you have previously lived in a property but are looking to take rent it out because you have been unable to sell it.

We will confirm to you in writing the basis of our recommendations (our suitability report). 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.

Financial Crime

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime. We will verify your identity before undertaking any business with you. To do this 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. The check may leave a 'footprint' on your credit file but it will not affect your credit rating.

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. We have a conflicts of interest's policy. If you want to see a copy of it please ask.

Communicating with you

We may communicate with you by telephone, post, email 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.

2. Your Obligations

This section sets out your obligations in agreeing to receive our services.

Providing information about your circumstances

Our advice will be based on the information that you give so it's important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice we give.

Payment for services

By signing this agreement you are agreeing to pay the charges for our services as set out in the Service Fee Agreement (Services agreed). Your selected payment method is also confirmed within the services agreed. We will tell you if any payments are subject to VAT.

Legal and accounting advice

We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us, to a solicitor or accountant.

3. Cancellation

Ending 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. From time to time it may be necessary to amend the terms set out in this agreement where it's not necessary to issue a new agreement. If this is the case we'll write to you with details of the changes at least twenty eight business days before they are due to take effect.

Product cancellation rights

Full details of the buy-to-let product(s) we recommend to you will be provided in the relevant product information you will receive. This will include information about any product cancellation rights along with any other early termination rights and penalties. Please note that there is no right to cancel a buy-to-let mortgage contract once the mortgage transaction has been concluded.

4. Useful Information about our Services

Millfield Osceola Financial Consultancy Ltd are Independent Financial Advisers and an appointed representative of Business & Personal Investment Ltd. who are authorised and regulated by the Financial Conduct Authority (FCA), 25 The North Colonnade, Canary Wharf, London, E14 5HS.

www.fca.org.uk to undertake consumer buy-to-let business. Our FCA registered number is 425865.

You can check our details on the Financial Services Register by visiting the FCA’s website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768. Please note that business buy-to-let mortgages are NOT regulated by the FCA.

Complaints

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, Business & Personal Investment Ltd., BPI House, Bourne End Business Park, Cores End Road, Bourne End, Buckinghamshire, SL8 5AS
By phone: +44 (0)1628 566234
By e-mail: info@bpinvestment.com

Please be assured we treat complaints seriously. Where you take out a consumer buy-to-let mortgage, if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (‘FOS’). Full details of the FOS can be found on its website at www.financial-ombudsman.org.uk.

Where you take out a business buy-to-let mortgage, if you cannot settle your complaint with us, you will not be entitled to refer it to the Financial Ombudsman Service.

5. Our Services and How We Charge for Them

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.

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

Payment Options

The way we are paid for our services may depend on the type of advice given. Typically this will be:

Buy-to-Let Mortgages: fees agreed and paid by you or commission paid by the lender.

Service Description	Charges
Buy-to-let Mortgage research, application and offer	£1000

Our actual charges and fees (in pounds and pence) will be agreed with you before we do any work and we will explain your payment options too. We will also let you know where any fees are subject to VAT.

Paying by a combination of fee and commission from the provider

Our minimum charge for our buy-to-let mortgage services is £499 payable when you apply for a buy-to-let mortgage. We will normally receive commission from the mortgage lender in addition to the fee we have charged you.

Example based on a £100,000 buy-to-let mortgage application

- 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
- If no commission is received, you will need to pay a further £501 by you on completion

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 product does not go ahead, you will receive:

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