

# **This Document sets out our Standard ‘Buy to Let’ / ‘Unregulated Secured Borrowing’ Terms of Business upon which we intend to rely.**

## **Regulatory Status**

East Cheshire Mortgages, Suite 5 Bailey Court, Green Street, Macclesfield 10 1JQ is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 301060.

You can check this on the Financial Services Register by visiting the Financial Conduct Authority (FCA) website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

The FCA is an independent watchdog that regulates financial services and this document is for those consumers considering buying certain financial products.

Unlike most regulated mortgage advice, the advice given on Buy-To-Let mortgages **is not** regulated by the Financial Conduct Authority, although the advising on and arranging of Consumer Buy-To-Let (CBTL) mortgages is subject to a legislative framework, as set out in the Mortgage Credit Directive (2015). The FCA is responsible for registering and supervising firms carrying out these CBTL activities, particularly the conduct standards that apply to the sale of a CBTL mortgage.

Business Buy-To-Let (BBTL) mortgages **are not** caught under this legislative framework and are **unregulated**.

You need to read this important document as it explains about our terms of business, the service you are being offered, how you will pay for it and what protections may be available to you.

## **The Services we provide**

We can act for you if you live in the UK. There may be restrictions on how we can engage with you, if:

- You don't live in the UK;
- You are currently staying in the UK, but normally live abroad; AND
- You are currently staying in the UK and plan to move abroad or return to another country.

We will offer an initial discussion (without charge) at which we will describe our services more fully and explain your options.

East Cheshire Mortgages **DO NOT** advise on / recommend or arrange any short term mortgage protection / income protection products such as Payment Protection Insurance (PPI) or Mortgage Payment Protection Insurance (MPPI)

## **Objectives & Restrictions**

We agree to provide the services selected. Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated objectives, agreed level of risk you are prepared or able to take and any restrictions you wish to place on the type of services or policies you are willing to consider. Details of your stated objectives will be identified during our discussions with you and confirmed within a suitability report (demands & needs statement) that we will issue to you to confirm our recommendation(s). Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

## **Provision of information by you**

We seek to ensure that any personal information we hold about you should remain accurate and up to date; as this could affect the advice we give you. Therefore, please let us know if there are any significant changes to your personal details, when they occur.

If we ask you to fill out any forms or documents, you must do this promptly, accurately and honestly. You may be committing a criminal offence by completing a form with information that is not accurate or truthful. We will not be liable to you if you suffer financially because you have not completed a form or document truthfully or accurately. As and when requested you must provide instructions to us in a timely and clear manner during the course of your work.

## Buy To Let Mortgages

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. We are able to act on your behalf in advising you on Consumer Buy-To-Let and Business Buy-To-Let mortgages.

We will provide an advised service for a Buy-To-Let mortgage contract. This means we will provide advice and make a recommendation for you after we have assessed your specific needs and circumstances.

## Direct Mortgage Deals

We advise on Buy-To-Let mortgage from across the market place but certain lenders may only offer products direct to the public, rather than via an intermediary, such as East Cheshire Mortgages, with more favourable terms. Any recommendation made to you will be based on the most suitable Buy-To-Let mortgage product incorporated within the range available to us.

## Alternative Finance Options

You should note that where we provide services in relation to increased borrowing on an existing mortgaged property, there might be alternative options available to you, which may be more appropriate. For example, you may be able to obtain a further advance from your existing lender or obtain an unsecured loan for the additional funds needed.

Where your existing mortgage is a first charge against the property, a second charge may be available and where the existing mortgage is a second charge, a first charge loan may be available.

## The Cost for our Home Finance Services

**Purchases and Re-mortgages ...** We charge a flat rate 'Broker' fee of £895 per mortgaged property which becomes payable on Offer (collected at Legal Completion). This is subject to circumstances and status and may increase for more complex/difficult cases. You will be made fully aware of the 'actual' fee to be charged before we enter into any contractual agreement. Notwithstanding prior agreement with East Cheshire Mortgages we charge a non-refundable administration fee of £195, up front on all Purchase and Re-mortgage cases and we will be paid a commission from the lender. The amount we receive from any lender will be disclosed on the Key Facts Illustrations or European Standardised Information Sheet (ESIS) you will receive in due course relating to your chosen mortgage.

**Product Transfers and Further Advances ...** Notwithstanding prior agreement with East Cheshire Mortgages, we charge a 'Broker' fee of between £395 and £695 per mortgaged property which becomes payable on Offer (collected at Legal Completion/Drawdown/Switch) but because of the nature of these transactions we will quote on a case by case basis. We charge a non-refundable upfront fee of £95 on all Product Transfers/Switches. We charge a non-refundable upfront administration fee of £195 for all Further Advances. We charge a non-refundable upfront fee of £295 if we arrange a Further Advance and a Product Transfer/Switch at the same time in the same transaction.

With reference to all the above, any upfront charges are made purely to cover the Regulatory costs associated with these transactions. Should there be any further charges on top of these, such as Valuation Fees or Lenders Fees, you will be fully informed of what those charges are before we enter into any contractual agreement. We will be paid a commission from the lender and the amount we receive will be disclosed on the Key Facts Illustrations or European Standardised Information Sheet (ESIS) you will receive in due course relating to your chosen mortgage.

If we are paid commission by one or more mortgage lenders, you have the right to request information on the levels of commission we will receive from different lenders in relation to any mortgage product recommended.

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.

Miscellaneous charges include, but are not limited to:

- Changes to Solicitors **AFTER** mortgage Offer will incur a straight £250
- Material Changes to Offers cost £250 ... First One is FREE ... charge will be made for the 2nd and any further changes.

East Cheshire Mortgages **does not handle clients' money**. We do not accept cash or a cheque made payable to us, unless it is payment in settlement of adviser charges or disbursements for which we have sent you an invoice or fee agreement.

## Conflicts Of Interest

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.

## Indirect Benefits

We may receive non-monetary benefits from lenders although we will tell you before the transaction, if we will receive some form of benefit that is above the level we have set as 'reasonable'.

## Anti-Money Laundering

Under the anti-money laundering regulations, we are required to verify the identity of our clients, to obtain information as to the purpose and nature of the business 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.

## 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.

## 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

## Complaints Procedures

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.

We will take any complaint seriously and review this accordingly. If you wish to register a complaint, please contact us:

In writing to: East Cheshire Mortgages, Suite 5 Bailey Court, Green Street, Macclesfield SK10 1JQ  
By telephoning: 01625 430444  
Via Email to: [paul@eastcheshiremortgages.co.uk](mailto:paul@eastcheshiremortgages.co.uk)

**Consumer Buy-To-Let mortgages** ... If you cannot settle your complaint with us then you **may** be entitled to refer it to the Financial Ombudsman Service (FOS). Further details about the FOS are available on its website:  
<https://www.financial-ombudsman.org.uk/>

**Business Buy-To-Let mortgages** ... If you cannot settle your complaint with us, you will **not** be entitled to refer it to the Financial Ombudsman Service.

## The Financial Services Compensation Scheme (FSCS)

As both Consumer and Business Buy-To-Let mortgages **are not** regulated by the Financial Conduct Authority, you will not have any recourse under the Financial Services Compensation Scheme.

## Applicable Law and Jurisdiction

These terms of business will be interpreted and construed in accordance with English law and is subject to the exclusive jurisdiction of the English courts, except if your address is in Scotland, when the courts of Scotland shall have non-exclusive jurisdiction.

## Termination Of Authority

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

## Cancellation Rights

Please note that there is **no right** to cancel a Buy-To-Let mortgage contract, once the mortgage transaction has been concluded.

## Data Protection

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. We will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data. If at any time you wish us or any company associated with us to cease processing your personal data or contacting you for marketing purposes, please contact The Data Protection Officer on 01625 430444 or in writing to us at East Cheshire Mortgages, Suite 5 Bailey Court, Green Street, Macclesfield SK10 1JQ.

## Client Consent

This is our standard terms of business upon which we intend to rely. For your own benefit and protection you should read the terms carefully before signing, as by signing you consent to the terms contained within. If there are any terms within this agreement that you do not understand, please ask for further information.

These terms of business will come into effect from the date of acceptance of this agreement, which will be confirmed by the date provided in the 'Date of Issue' box below, unless otherwise stated.

I/We authorise the transfer of personal information, on a confidential basis and in accordance with the Data Protection Act 1998, between East Cheshire Mortgages and any relevant third parties.

I/We agree that East Cheshire Mortgages 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 (delete as applicable) to give East Cheshire Mortgages express consent to contact me/us by telephone, email or post, to discuss advising on or arranging a mortgage product in the future.