



# homeline

Your Mortgage & Protection Specialists

## Client Agreement

Buy to let Mortgages & Protection Planning

Version 1.5 January 2019



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[www.homelinemortgages.co.uk](http://www.homelinemortgages.co.uk)

## 1. Introduction

**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.**

Homeline Mortgages Limited is able to act on your behalf in advising you on mortgages and protection planning. 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 the Financial Conduct Authority.**

## 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 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.

## 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.

### Buy to let mortgage advice

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 advise on both Consumer and Business buy to let mortgages, but not deals that you can only obtain by going direct to a lender.

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.

You can pay for our mortgage services by:

A combination of fee and commission from the mortgage lender.

### **Paying by a combination of fee and commission from the lender:**

Your initial mortgage consultation is obligation free. We may charge a fee of up to 1% of the amount to be borrowed. For example, if total amount borrowed is £150,000 our 1% charge would be £1,500. However, we only charge up to 1% of the total amount borrowed if the case is particularly complex. Our typical fee is £495.

Fees may vary depending on your circumstances and mortgage loan amount, if your case is a complex one, we will discuss this with you prior to you signing our client agreement and before you make a mortgage application.

Our broker fee is payable in two stages, the first £295 is payable once we have submitted your mortgage application, the remaining balance will become due once your mortgage offer has been issued.

We may receive commission from the mortgage lender in addition to the fee we have charged you, which we will also retain. All fees will be disclosed on the Key Facts Illustrations (KFI's) or European Standardised Information Sheet (ESIS) you will receive relating to your chosen mortgage.

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:  
No refund if we have carried out credit searches/research/ product options and sourced a suitable mortgage provider

### **Protection planning**

Where we provide protection planning services we are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market.

You can pay for our advised protection services by: Commission.

Where we are paid by commission we will tell you the amount before we carry out any business for you. Although you may pay nothing to us up front, that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product.

In respect of any regular premium policy which we have arranged for you, should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us, we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will confirm the exact amount that will need to be repaid by you and the timescale over which it will need to be repaid in the suitability report we will send you when a recommendation is made. We will not charge any such fee if you exercise your right to cancel in accordance with any cancellation notice sent to you by the life insurance company.

## 5. Our Obligations

### Recommendations

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

### 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.

This check may leave a footprint on your account but 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 follow our internal Conflicts of Interest procedure and 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 concluded.

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 28 business days before they are due to take effect.

## 7. How you are protected

Homeline Mortgages Limited is an appointed representative of Baggette and Company Wealth Management Limited, North House, Braeside Business Park, Sterte Avenue West, Poole, Dorset, BH15 2BX which is authorised and regulated by the Financial Conduct Authority (FCA), 25 The North Colonnade, Canary Wharf, London, E14 5HS.

Homeline Mortgages Limited Financial Services Register number is 565780. Our permitted business is advising on and arranging non-investment insurance contracts and mortgages. You can check this on the Financial Services Register by visiting the FCA's 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.

### 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:** write to The Compliance Officer, Homeline Mortgages Limited, Homeline House, 4 Beta Centre, 262 Ringwood Road, Poole, Dorset, BH14 0RS.

**By phone:** +44 (0) 1202 937444

**By e-mail:** [compliance@homelinemortgages.co.uk](mailto:compliance@homelinemortgages.co.uk)

Please be assured we treat complaints seriously.

### Consumer buy-to-let mortgages

If you take out a consumer buy to let mortgage, for your further protection, 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 their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### Business buy-to-let mortgages

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

### Financial services compensation scheme

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.

## 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**

Where you have consented for us to do so, 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.

### **Providing Information to your Insurer**

Your insurance / protection cover is based upon the information you provide to the insurance company. Where you are buying insurance as an individual, this means that you must take 'reasonable care' to answer all questions asked by the insurer fully and accurately.

For general insurance policies such as car insurance or liability insurance, once cover has been arranged, you must immediately notify the insurers or us of any changes to the information that you have already provided. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other clients (e.g. commercial clients) must still disclose all 'material facts' (any information that may influence the insurer's decision over cover or terms) prior to inception and throughout the period of the policy. Again, failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.

## 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 once it has been signed by all parties.

This agreement is governed and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English courts.

### Services & charges agreed

Initial service	Tick to confirm	Details of agreed fee	
Advice relating to Buy to Let mortgages		Pay by commission	
		Agreed fee to be paid directly by you	£
Advice relating to protection		Pay by commission	Yes
		Agreed fee to be paid directly by you	N/A

Date of Issue:	
Adviser Name:	
Adviser Signature:	
Client 1 Name:	
Client 1 Signature:	
Client 2 Name:	
Client 2 Signature:	
Date of signing:	

## Appendix A - Protecting your personal information

- To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Processing of your personal data is necessary for the performance of our contract for services with you. Generally, this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you.
- We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service, we'll need to pass certain personal details to the product or service provider.
- We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.)
- The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.
- We will issue you with our Privacy Notice. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.
- As part of this agreement we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- **Special categories of personal data:** there are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.
- If you are concerned about any aspect of our privacy arrangements, please speak to us.



## Consent

### Sensitive personal data

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described above we require your consent by indicating your agreement to the following statement:

**I / we consent to the processing of sensitive personal data as far as it is necessary for the services I / we require from Homeline Mortgages Ltd.**

<b>Client 1 Name:</b>	
<b>Client 1 Signature:</b>	
<b>Client 2 Name:</b>	
<b>Client 2 Signature:</b>	
<b>Date of signing:</b>	

Please note that you may withdraw this consent at any time by notifying us at our main business address.

We may also engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. If you wish to know the names of these third parties, please contact us for further information.

## Marketing

From time to time we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this, we require your express consent by agreeing to one or all of the options:

**I / we consent to be contacted for marketing purposes by:**

Email  Telephone  Text message  Post

<b>Client 1 Name:</b>	
<b>Client 1 Signature:</b>	
<b>Client 2 Name:</b>	
<b>Client 2 Signature:</b>	
<b>Date of signing:</b>	

Please note that you may withdraw this consent at any time by notifying us at our main business address or by emailing [marketing@homelinemortgages.co.uk](mailto:marketing@homelinemortgages.co.uk)