

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.

Aaron Tawny is able to act on your behalf in advising you on Consumer and/or Business Buy to Let mortgages. We offer you an initial discussion (at our cost) 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 (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 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.

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.

Alternative Finance Options

You should note that where we provide services in relation to increased borrowing on an existing mortgaged property there may be alternative options available to you that 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. Where your existing mortgage is a first charge against the property, a second charge mortgage may be available and where the existing mortgage is a second charge a first charge loan may be available.

Payment Options

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

Our minimum charge for our Buy to Let mortgage services is £400 (half the agreed fee is payable up front and the remainder is payable on receipt of the mortgage offer / completion) this may increase depending on the amount of work involved. We may also receive commission from the mortgage lender.

You will receive a Key Facts Illustration / European Standardised Information Sheet 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, we will not refund:

- The agreed initial up front fee, if we have taken into consideration the details of your credit report / history / carried out research/ product options and sourced a suitable Buy to Let mortgage provider.
- The full agreed fee, if you do not proceed with the Buy to Let mortgage, after the offer has been produced.

Example of our fee, based on a £100,000 Buy to Let mortgage application

Adviser time	£120 per hour	2 hours	£240	
Administrator time	£70 per hour	2.5 hours	£175	
				Total cost - £415

5. Our Obligations

Recommendations

We will confirm to you in writing the basis of our recommendations. We will also provide you with a 'Key Facts' Illustration (KFI) or a European Standardised Information Sheet (ESIS) which is a personalised description of the costs and features of the Buy to Let mortgage that we are recommending. You may ask us to provide you with additional KFIs or ESISs for any Buy to Let mortgage, which you are eligible.

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.

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

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: Compliance Officer, Aaron Tawny, 6 Market Place, Kettering, Northants, NN16 0AL

By phone: +44 (0) 1536 512724

By e-mail: enquiries@atawny.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 its website at www.financial-ombudsman.org.uk.

Business Buy toLet mortgages

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

Financial Services Compensation Scheme

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

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 and recommend mortgages from the range of mortgages available, not only to "intermediary" firms but also from certain lenders who may offer products directly to the public, with more favourable terms. Accordingly our recommendation will be based on the most suitable mortgage product for you.

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

Consumer Buy to Let

I /We understand that this Agreement relates to a Consumer Buy to Let mortgage.

Please tick if applicable:

Business Buy to Let

I/We understand that this Agreement relates to a Business Buy to Let mortgage.

Please tick if applicable:

And declare that:

- Any Buy to Let mortgages entered into by me/us under this agreement are wholly or predominantly for the purposes of a business carried on or intended to be carried on by me/us.
- I/We understand that Business Buy to Let mortgages are not regulated by the FCA and as a result, I/we will not have the benefit of protection and remedies available to me/us e.g. those available for Consumer Buy to Let clients.
- If I/We have any doubts as to the consequences of any Business Buy to Let mortgages entered into, not being regulated by the FCA, then I/we shall seek independent legal advice.

I/We authorise the transfer of personal information, on a confidential basis and in accordance with the Data Protection Act 1998, between Aaron Tawny and any relevant third parties. I/We agree that Aaron Tawny, 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 Aaron Tawny express consent to contact me/us by telephone, email or post, to discuss advising on or arranging a 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:



Aaron Tawny is Authorised and Regulated by the Financial Conduct Authority.

**Aaron
Tawny**
Established since 2000

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