



General Terms and Conditions

These terms and conditions form the basis upon which you agree to engage our Firm (referred to in these terms of business as “we” “us” or the “Firm”) to provide certain services (“the **Services**”) to you.

1. Permitted Business

This document relates solely to Consumer Buy-to-Let mortgages that are not regulated by the Financial Conduct Authority (“FCA”). Use this information to decide if this service is right for you.

Please note that the FCA does not regulate some Buy-to-Let mortgages and our services in relation to this transaction may not be covered by the Financial Ombudsman Service or the Financial Services Compensation Scheme.

A Consumer Buy to let mortgage contract is defined as a buy-to-let mortgage contract which is not entered into by the borrower wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by the borrower.

Where the transaction is regulated by the FCA we will inform you immediately and issue you with new General Terms and Conditions.

2. Whose Products do we Offer?

Buy-to-Let and Consumer Buy-to-Let

We offer a comprehensive range of first charge and second charge buy-to-let mortgages and loans from across the market, but not deals that you can only obtain by going direct to a lender.

When dealing with these products in each case we will advise you and make a recommendation after assessing your needs.

3. What will You have to Pay Us for this Service?

Mortgages

Our fees and charges vary depending on the Services we provide to you. We typically charge an admin fee of up to £499 (typically only £345) at the time of applying for the full mortgage application.

The precise amount will depend on the complexity of the work involved and will be discussed and agreed prior to submitting the mortgage application.

4. Refund of Fees

If we charge you a fee and your mortgage or loan does not go ahead you will receive: No refund if you decide not to proceed.

5. Increasing the Borrowing on a Property?

If you are looking to increase the borrowing on a property the following alternative finance options may be available and appropriate for you:

A further advance from the existing lender,
A second charge mortgage,
A new first charge mortgage,
Unsecured lending.

We do not offer advice on unsecured lending.

6. Further Product Related Information

Full details of the products we recommend to you, or arrange for you, including, for example, information on any right of reflection or to cancel and any other early termination rights and penalties will be contained within the literature supplied by the product provider.

This will be supplied to you before you conclude any contract or otherwise in accordance with any applicable regulations, such as for example, where you have concluded your contract over the telephone.

You can request an illustration for any buy-to-let contract that our Firm is able to offer at any time during the advice process.

7. Payments to Us

We will also be paid commission from the lender or packager, which will be disclosed to you.

The only circumstance in which we will directly accept a monetary sum from you is in relation to payment of an invoice. We do not accept cash as a form of payment.

Any payment to a third party must be addressed to that third party. We do not accept Client Money (as that term is defined by the FCA).

8. Duty of Disclosure

It is your responsibility to provide complete and accurate information to us, or to any product provider, at every stage of the relationship. It is important that you ensure all statements that you make to us or any provider, are true and accurate and that you fully disclose all material

information when requested to do so.

If you fail to disclose any material information to us or to any provider, this could invalidate the product that we arrange for you and, where insurance has been arranged, the policy may not pay out as envisaged. We cannot be held responsible for your failing to disclose relevant information when requested to do so.

We are entitled to rely on the information that you have disclosed to us and cannot be held responsible for any consequences arising from the information held on your file becoming inaccurate due to a change in your circumstances if you fail to inform us of such changes.

9. Dissatisfaction with our Service

We hope that you will at all times be satisfied with the Services we provide. In the unlikely event that you wish to complain then the relevant contact details are as follows:

In Writing: The Finance Roome Ltd, Hangar SE49, Gloucestershire Airport,
Cheltenham GL51 6SR

By Telephone : 01242 226353

By Email: info@thefinanceroome.co.uk

We will endeavour to deal with your complaint quickly and impartially. The maximum time for handling a complaint is 8 weeks from receipt of the complaint. In the event we are unable to resolve your complaint to your satisfaction you may be entitled to refer it to the Financial Ombudsman Service for independent review. Details of your right of recourse to the Financial Ombudsman Service will be provided to you at the point of dealing with any complaint.

If your complaint relates to Services we provide relating to Consumer Buy-to-Let, and if we are unable to resolve this to your satisfaction you will be entitled to refer it to the Financial Ombudsman Service for an independent review.

If you are not acting as a consumer the Financial Ombudsman may not be able to review your complaint.

10. Protection for You

We maintain professional indemnity insurance with regard to advice provided to you by us in respect of Buy-to-Let mortgages and loans which provides comfort for you in the unfortunate event that a mistake is made in relation to your affairs.

In the event of the financial failure of us, you may have access to the services of the Financial Services Compensation Scheme ("**FSCS**"). Whether you will depends on the type of business and the circumstances of the claim.

In relation to Consumer Buy-to-Let business mortgage advising and arranging is covered up to a maximum limit of £85,000.

Further information is available from the FSCS directly or from the Firm on request.

11. Client Confidentiality

You can be assured that we will keep all of your personal information private and confidential, even when you are no longer a client, except where disclosure is made at your request or with your consent, in accordance with these terms of business or where the terms of the Client Fee Agreement apply.

12. Electronic Verification

We are required by law to confirm your identity, which means we are required to seek proof of who you are and where you live. This is to comply with money laundering regulations.

We will attempt to check your identity electronically based on the information you provide, and may pass on and exchange information with appropriate agencies in order to carry out those searches and checks. This will leave an enquiry footprint on your credit file for every check carried out. However, this will have no adverse effect on your credit score. By entering into this agreement, you confirm your acceptance of our use of credit reference agencies which will result in such a record.

If this is not successful we will require further proof of identification.

13. Governing Law & Jurisdiction

These general terms and conditions are governed by and shall be interpreted in accordance with the laws of England. Any dispute arising in connection with these terms shall be subject to the exclusive jurisdiction of the English courts.
