



## Customer Agreement – Buy to Let Mortgages

This agreement sets out the terms under which we will provide our buy-to-let services to you, so it is important that you read it fully and in conjunction with our **Customer Agreement (what we do and how we charge)** document. If there's something you don't understand please ask us to explain it.

If you have a question or concern about any aspect of our services please contact us at:

1. **Telephone:** 01202 311331
2. **Email:** info@independenceassured.com
3. **Website:** www.independenceassured.com
4. **In writing:** Martyn Weston, Independence Assured Limited, Tudor Dene, 55 Braidley Road, Bournemouth, Dorset, BH2 6JY.

This agreement sets out our respective obligations and should be read in conjunction with the information in our **Customer Agreement (what we do and how we charge)** document which has also been provided to you.

Section 4 (useful information about our services) includes details of the protections available to you under UK financial services regulation. The services we have agreed to provide and the cost for those services are shown in section 5 (services agreed).

### 1. Our obligations

#### Our recommendations

- 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

- Although we will always try to act in your best interests there may be situations where we or one of our other customers has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other customers conflict with your own interests, we will write to you and ask for your consent to proceed before we carry out any business for you. We will also let you know the steps we will take to make sure you are treated fairly.
- We have a conflicts of interest policy. If you want to see a copy of it please ask us.

## Protecting personal information

- To provide our services properly, we'll need to collect information on your personal and financial circumstances. We take your privacy seriously and will only use personal information to deliver our services. For further details on how we process personal data, please refer to Appendix A at the foot of this document.

## Communicating with you

- Our normal ways of communicating with you are by telephone, post, e-mail, SMS text message or in person. Our communications will be in English.
- We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

## 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 is 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 the appropriate advice. If you limit the information provided it 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 section 5 (Services agreed). Your selected payment method is also confirmed in section 5. 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

- We may terminate this agreement by giving you at least five business days' written notice.
- You may terminate this agreement at any time, without penalty. Notice of termination must be given in writing and will take effect from the date of receipt.
- Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.
- You will be liable to pay for any services we have provided before cancellation and any outstanding fees, if applicable.

### Amendments

- 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

### Who authorises us to advise you?

- Firms that advise on and arrange **consumer buy-to-let mortgages** must be registered to do so. We are registered with the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. [www.fca.org.uk](http://www.fca.org.uk) to undertake consumer buy-to-let business. Our firm reference number is 616668.
- You can check our details 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.
- Please note that **business buy-to let mortgages** are NOT regulated by the FCA.

### What if things go wrong?

- If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns.
  - **Telephone:** 01202 311331
  - **Email:** [martyn@independenceassured.com](mailto:martyn@independenceassured.com)
  - **In writing:** Martyn Weston, Independence Assured Limited, Tudor Dene, 55 Braidley Road, Bournemouth, Dorset, BH2 6JY.

We have a complaints procedure and we can provide further details on request.

- **Consumer buy-to-let mortgages**

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). The FOS settles disputes between financial services business and their customers. Full details of the FOS can be found on its website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

- **Business buy-to-let mortgages**

Where you take out a 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. Services agreed

Service	Tick to confirm	Details of agreed fee	
		Any payments subject to VAT will be shown below	
Buy to Let Mortgage Advice		Payment by commission as a one-off payment from the lender	Y / N £
		Total agreed fee to be paid directly by you (if applicable)	£

## Declaration

- I/We acknowledge that the customer agreement will come into effect once it has been signed by all parties and will remain in force until terminated.
- 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.

Date of issue:	
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Customer name(s):	
Customer signature(s):	
Date:	

### Signed on behalf of Independence Assured Limited

Adviser name	
Adviser signature:	
Date:	

## 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 and in meeting our obligations to preventing money laundering or terrorist financing. 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 and to prevent money laundering or terrorist financing.
- 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 (for example 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 (for example 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 Independence Assured Limited.**

Customer name(s):	
Customer signature(s):	
Date:	

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 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

Customer name(s):	
Customer signature(s):	
Date:	

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