

## General Terms and Conditions

Together, the content of the accompanying brochure (if any), the Client Fee Agreement (if we will be charging you a fee) and 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.

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### 1. Permitted Business

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We are authorised by Personal Touch Financial Services Limited to advise and make arrangements in relation to mortgages and to carry out credit broking.

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### 2. Whose Products do we Offer?

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#### 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.

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

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Our fees and charges vary depending on the Services we provide to you. We typically charge a fee of up to 2% of the mortgage advance (net of any added fees)

For example, if the maximum threshold of 2% was charged, a fee of £1,500.00 would be payable based on a gross mortgage advance of £75,000.

Our typical fee is £500.00.

50% of our agreed Professional Fee is due on submission of an application to a lender, subject to a minimum charge of £250.

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

If an application is submitted to the lender via a packager we will be paid commission by the packager. This will be disclosed to you.

You have the right to ask us to provide information on any variation in levels of commission payable for any type of mortgage or loan offered to you.

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H D Consultants is an Appointed Representative of Personal Touch Financial Services Limited  
 (“**Personal Touch**”)

Trinity 3, Trinity Park, Solihull, Birmingham, B37 7ES.

Personal Touch is authorised and regulated by the Financial Conduct Authority (“**FCA**”).

The FCA registration number of Personal Touch is 187834.

This information can be verified at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on  
0800 111 6768.

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**We will provide you with full written details of the basis upon which we will be paid for the Services we provide. This could include a payment from your mortgage provider and/or a fee we will charge you.**

**We will not commence any substantive work for which we will charge you a fee until we have agreed the applicable fee with you and such fee is recorded in a binding Client Fee Agreement. We will not exceed any limits on any fee set out in the Client Fee Agreement without your agreement.**

**We will advise if it is appropriate to pay fees or charges in connection with the mortgage or loan direct as opposed to adding them to the sum advanced under the loan contract. We will not commit you to an application for a mortgage or loan where a fee or charge of any kind (receivable by our Firm or another party) is to be added to the sum advanced unless you have made a positive choice to add the fee or charge to the sum advanced.**

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#### **4. Refund of Fees**

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If you have selected to pay only part of your total Fee on application, **you will receive a reduction of 50% of the agreed total sum of fees subject to a minimum Fee of £250.00 which is a NON REFUNDABLE Application Processing fee**, and any unpaid amounts up to the full 50% amount, subject to a minimum Fee of £250.00, will be payable on demand in the event that your application fails to complete.

(1) For example; if the agreed Professional Fee is £500.00 and you pay £250.00 on application, and the mortgage application fails to complete, you will therefore not be liable to pay any further Fee. e.g.  $£500 \times 50\% = £250$ .

(2) For example; if the agreed Professional Fee is £1,500.00 and you pay £250.00 on application, and the mortgage application fails to complete, you will be liable to pay a further Fee of £500. e.g.  $£1500 \times 50\% = £750$ . i.e.  $£750 - £250 = £500$ ."

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#### **5. Buy-to-Let and Consumer Buy-to-Let**

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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.

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

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#### **6. Increasing the Borrowing on a Property?**

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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,

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A second charge mortgage,  
A new first charge mortgage,  
Unsecured lending.

We do not offer advice on unsecured lending.

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## **7. Risk**

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Please be aware property values and prices fluctuate according to market conditions and the value of your property may go down as well as up. In the future, this could mean that your mortgage or loan exceeds the property's current market value, that is, you could be in a 'negative equity' situation.

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## **8. Further Product Related Information**

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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.

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## **9. Issue of Documentation**

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We will forward all relevant product provider literature to you as soon as reasonably practicable following receipt by the Firm.

Where a number of documents are due involving a series of transactions, we will usually hold each document until the series is complete, and then forward them to you in one package.

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## **10. VAT**

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Whether or not VAT is payable by you in relation to the Services we undertake depends on the precise nature of the Services provided and whether these are principally in the nature of advice or whether we provide intermediary services between you and a product provider.

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## **11. Payments to Us**

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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.

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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).

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## 12. Duty of Disclosure

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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.

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## 13. On-going Reviews of Your Circumstances

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Unless specifically agreed in writing with you in the Client Fee Agreement this Firm **will not** keep your circumstances under review.

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## 14. Conflicts of Interest

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Circumstances can arise where we, Personal Touch or one of our other clients has an 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.

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## 15. Dissatisfaction with our Service

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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 Customer Resolution Manager, Personal Touch Financial Services Limited, Trinity 3, Trinity Park, Solihull, Birmingham, B37 7ES.

**By Telephone :** 0121 767 1139

**By Email:** [complaints@personaltouchfs.com](mailto:complaints@personaltouchfs.com)

Both this Firm and Personal Touch 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

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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.

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## **16. Protection for You**

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Personal Touch maintains 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 Personal Touch 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 £50,000.

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

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## **17. Amending these Terms and Conditions**

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We reserve the right to amend these terms of business without your consent. In this event, we will provide you with reasonable notice of any changes. As a consequence of any such change you may choose to terminate the relationship with the Firm, and, if you do so this will be without cost to you, provided always that you acknowledge you do at all times remain responsible for making payments to the Firm that may be due under a Client Fee Agreement.

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## **18. Termination of the Relationship Between Us**

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Either party has the right to terminate our relationship at any time without penalty. Notice of this termination should be provided in writing and sent to the usual address of the Firm as set out above, as this will ensure that no confusion arises between us. Should we decide to give you notice, it will be provided in writing to the most recent correspondence address the Firm has on file for you. In the event that you decide to terminate the agreement between us where we have undertaken work on your behalf for which a fee is due pursuant to the Client Fee Agreement, we reserve the right to charge you that fee. Termination will not affect any transactions we have already arranged for you.

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## 19. Client Confidentiality

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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.

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## 20. Data Processing

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The “Data Controller” for the purposes of the Data Protection Act 1998 (“**DPA**”) is the Firm. The Firm will process your personal data to provide you with advice, to progress any application you may choose to make with a product provider, to comply with any requirement of either Personal Touch and/or the FCA and to market to you in the future in accordance with the terms of the Client Fee Agreement. Under the terms of the DPA you have the right to view any personal data we hold in relation to you. A small charge will be made for providing you with this data and we may require evidence of your identity before the data is released to you. Please write to us in the first instance outlining your request.

Your personal data will be stored by the Firm and Personal Touch either in paper format or electronically for a minimum of:

- (a) 6 years: or
- (b) if longer than 6 years, the duration of our relationship with you the client.

In the course of providing you with advice and/or to meet its obligations to both Personal Touch and the FCA some or all of your personal data may be disclosed to (a) product providers (b) regulators (such as the FCA, the Financial Ombudsman and the Information Commissioner’s Office) (c) Personal Touch (d) other Personal Touch Appointed Representatives (e) professional advisers and consultants of this Firm or Personal Touch, as and when necessary. Such data will be disclosed on a confidential basis and in accordance with the DPA to any such third parties.

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## 21. Electronic Verification

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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.

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## **22. Governing Law & Jurisdiction**

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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.

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