



p a r t n e r s h i p l t d

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HCF Partnership Ltd Consumer & Commercial Buy to Let Mortgage Service

The Financial Conduct Authority

HCF Partnership Ltd is authorised and regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768. Our Financial Services Register number is 500654.

Our Services

We are mortgage advisers limited to first charge mortgages only however we will recommend a Consumer or Commercial Buy to Let mortgage product, sourced from the whole relevant market, that is suitable for you following an assessment of your personal needs and circumstances. This will include a detailed assessment of affordability. We will consider all products and lenders that we have access to. This means we will not consider those lenders that are only available by you going direct to them. A full list of the lenders are shown on the attached list.

Where you are increasing your borrowing we will consider the merits of a first charge mortgage only. You may have the option of a further advance from your existing lender, a separate second charge mortgage or borrowing through an unsecured loan. Whilst these may be more appropriate for you, we will not consider the merits of these when making our recommendation to you.

The Costs of our Service

We charge a typical fee of 1% of the mortgage loan for advising and submitting your mortgage application. For example if your loan was £100,000 our fee would be £1,000. This fee becomes payable when your mortgage starts. *(It may be possible to add the fee to the mortgage where requested by you).*

Once we have assessed your needs and objectives we may find in some circumstances that we need to vary our fee and the timing of the payment from that mentioned above and if this is the case we will provide a separate fee agreement.

Refund of fees

Please note our fee will still be charged should the lender reject your mortgage application due to you not disclosing any material information about your personal situation. It should also be noted we do not provide a refund should you decide not to proceed with the mortgage loan after we have made a recommendation to you.

Our Ethical Policy

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- be open, honest and transparent in the way we deal with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon;
- seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.

Instructions

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing.

Commercial Buy to Let Additional Considerations

A Commercial Buy to let mortgage is where the borrower is acting by way of business and is not regulated by the FCA and therefore the provision of our service does not hold this additional level of consumer protection, unlike for residential mortgages or consumer buy to let mortgages.

Complaints

Our aim is to provide you with a professional and confidential service that delivers the highest possible standards. However, there may be occasions where you feel this has not been achieved and should you wish to make a complaint about any aspect of the service we provide to you, you can do this by writing to The Complaints Manager, HCF Partnership Ltd, 501 Centennial Park, Centennial Avenue, Elstree, Hertfordshire, WD6 3FG or by telephoning us on 020 8236 3330 where we will try to resolve your concern at the earliest time possible.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4 567.

Compensation Scheme

If you make a complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme.

Further information about the limits applicable to the different product types is available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

Please note that commercial buy to lets are not covered by the FSCS or FOS as stated above.

DATA PROTECTION

When we provide services to you we will need to gather information about your personal circumstances. The information you provide to us will be subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, lenders or statutory, governmental or regulatory bodies for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information. We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions; religious or similar beliefs; sexual life; or your membership of a Trade Union.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 020 8236 3330 or in writing at HCF Partnership Ltd, 501 Centennial Park, Centennial Avenue, Elstree, Hertfordshire, WD6 3FG.

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

Client Verification

We may be required 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.

Law

This agreement is governed and shall be construed in accordance with the Law of **England** and the parties shall submit to the exclusive jurisdiction of the **English** Courts.

Force Majeure

HCF Partnership limited shall not be in breach of this agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving 7 days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

We intend to rely on this document for the services we provide to you and request that you provide your agreement to the Charges and Data Protection sections above. 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.

DECLARATION

This is our standard agreement upon which we intend to rely. For your own benefit and protection you should read the terms carefully before signing. If you do not understand any of these, please ask for further information.

You must be aware that adding our fees to the mortgage loan will increase the total amount you pay over the term of that loan as the lender will apply their interest charges to this amount

You should seek separate legal and tax advice regarding your responsibilities of owning this type of property. Please note our service does not consider the suitability of you owning a Buy to Let property.

Commercial Buy to Let additional declarations

I / We confirm that I / we are acting wholly or predominantly for business purposes and a property has been purchased with the sole intention of letting it out.

I / We confirm that the information I / we have provided above is an accurate reflection of my / our circumstances.

I / We have been made aware that Buy to Let mortgages entered into by the way of business are not regulated as a residential mortgage and therefore does not hold the additional level of consumer protection as for Consumer Buy to Let mortgages.

I / We have been made aware that if I am / we are in any doubt as to the consequences of this agreement not being regulated then I / we should seek independent legal advice.

You should seek separate legal and tax advice regarding your responsibilities of owning this type of property. Please note our service does not consider the suitability of you purchasing a Buy to Let property for business purposes.

Client NameClient Name.....

Client Signature.....Client Signature.....

Dated.....Dated.....

List of Lenders

Accord Mortgages	Progressive Building Society
Aldermore Bank	Saffron Building Society
Bank of China	Santander
Barclays Bank	Scottish Widows Bank
Bath Building Society	Shawbrook Bank
Beverley Building Society	Skipton Building Society
BM Solutions	Teachers Building Society
Bank of Ireland	The Mortgage Works
Buckinghamshire Building Society	TSB Bank
Cambridge Building Society	Virgin Money
Chorley and District	
Clydesdale Bank	We have access to some commercial
Coventry Building Society	lenders who provide only commercial buy-
Darlington Building Society	to-let mortgages.
Dudley Building Society	
Earl Shilton Building Society	
Ecology Building Society	
Fleet Mortgages	
Furness Building Society	
Halifax	
Hanley Economic Building Society	
Hinkley and Ruby Building Society	
Ipswich Building Society	
Kensington	
Kent Reliance Building Society	
Leeds Building Society	
Loughborough Building Society	
Manchester Building Society	
Mansfield Building Society	
Market Harborough	
Marsden Building Society	
Melton Mowbray	
Metro Bank	
Mortgage Trust	
Nat West	
National Counties	
Nationwide Building Society	
Newbury Building Society	
Newcastle Building Society	
Platform	
Precise Mortgages	
Principality Building Society	