



## **Non-Regulated Mortgage Terms of Business**

This document provides important information about our services and the way that we, : South West Mortgage Brokers (referred to in these terms of business as “we” “us” or “SWMB” as the context requires) provide services to you, the client.

South West Mortgage Brokers is authorised and regulated by the Financial Services Authority (“FSA”). The FSA registration number of SWMB is 590784.

Please note that the FSA do not regulate most Buy-to-Let mortgages and our services in relation to this transaction will not be covered by the Financial Ombudsman Services or the Financial Services Compensation Scheme. Where the transaction is regulated by the FSA we will inform you immediately and issue you with new Terms of Business.

### **1.1 Methods of Communication**

You agree that you may communicate with us, and we may communicate with you, via telephone (mobile or otherwise including SMS), post, email or fax. For these purposes, our contact details are as follows.

By Writing: 3 Cottey Crescent, Exeter, Devon, EX4 9DT      By Telephone: 01392 927327  
By Fax: : 01392 927377      By Email: [paul@swmb.co.uk](mailto:paul@swmb.co.uk)

### **1.2 Our Services**

Full details of the products we recommend to you including, for example, information on the rate of interest charged, fees payable to the lender and any early redemption penalties, will be covered in the relevant product disclosure information. This will be supplied to you before you conclude any contract.

Any products we have arranged for you will not be kept under review, however, we will do so if you specifically request this as part of any advisory services provided by us to you.

We confirm that we maintain Professional Indemnity Insurance with regard to advice provided to you by our adviser in respect of buy-to-let mortgages.

We may be remunerated upon completion of your mortgage directly by the lender by way of commission. Alternatively, we may charge a fee to you for our services. Any such fees payable by you will be set out in details in a separate client fee agreement which will require your agreement by signature prior to us providing our services.

### **1.3 Client money**

We will not accept client money other than in respect of fees payable to us, for which you will receive an invoice.

### **1.4 Risk**

If you do not have sufficient funds to repay the outstanding balance at the end of the term the lender has the right to repossess and then sell your property.

**1.4.1** 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 loan exceeds the property's current market value, i.e. you could be in a 'negative equity' situation.

### **1.5 Information provided by you**

It is your responsibility to provide complete and accurate information to us, or any lender, at every stage of the relationship. It is important that you ensure all statements that you make to us



or any lender, 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 lender, this could invalidate your loan or mortgage agreement. We cannot be held responsible for your failing to disclose relevant information when requested to do so.

#### **1.6 Conflicts of interest**

Circumstances can arise where we, PTFS 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.

#### **1.7 Data protection**

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 Express Consent Form apply. We cannot be held responsible for the information held on your file becoming inaccurate due to a change in your circumstances if you fail to inform us of such changes.

The “Data Controller” for the purposes of the Data Protection Act 1998 (“**DPA**”) is South West Mortgage Brokers. We will process your personal data to provide you with advice, to progress any application you may choose to make with a product provider or lender, to comply with any regulatory requirement of the FSA and to market to you in the future in accordance with the terms of the Express Consent Form. Under the terms of the DPA you have the right to view any personal data we may store in relation to you. A small charge will be made for providing you with this data. Please write to us in the first instance outlining your request. Our address is specified in section 1.1 of these terms of business.

You acknowledge and accept the following with regard to the storage and processing of your personal data:

- 1.7.1 your personal data will be stored by the SWMB Adviser and this data will be held on paper files, and/or computer files for the following periods:
  - (a) 6 years: or
  - (b) if longer than 6 years, the duration of our relationship with you the client necessary to meet regulatory requirements in respect of complaints
  - (c) in the case of a record relating to a pension transfer, pension opt-out or free standing addition voluntary contribution scheme, indefinitely.
- 1.7.2 in the course of providing you with advice and/or to ensure the SWMB adviser meets their obligations to the FSA regarding the monitoring of the standard of the advice provided to you, some or all of your personal data may be disclosed to (a) product providers, (b) lenders (c) packagers (d) regulators (such as the FSA or the Financial Ombudsman) (e) compliance consultants (f) other SWMB staff and monitoring officials (g) and our professional advisers and consultants, as and when necessary. Such data will be disclosed on a confidential basis and in accordance with the DPA to any such third parties.
- 1.7.3 in the unlikely event that we are unable to provide services to you and a locum adviser (“**Locum**”) is engaged to cover such absence to maintain the provision of advice to you your personal data will be passed to and processed by the Locum.



- 1.7.4 If you do not wish SWMB to process your personal data in this way you must notify us at the time of receiving these terms of business. If you would like any other person to discuss your policy or make amendments then we must have your written permission. Thereafter, if you have any queries about your personal data, please contact the SWMB Data Protection Officer.

### **1.8 Amendment and termination**

We reserve the right to amend these terms of business without your consent. In this event, we will notify you in advance of any changes.

Either party has the right to terminate our relationship at any time without penalty. Notice of this termination should be provided in writing, as this will ensure that no confusion arises between us. We will however, accept oral instructions, which we will then confirm to you in writing. Written instructions to terminate our business relationship may be given to us at any time by either party, however where we have undertaken work on your behalf for which a fee is due, we reserve the right to charge you that fee. Termination will not effect any transactions we have already arranged for you, or are in the process of arranging.