

Our Client Agreement

Commercial Buy to Let Mortgages

This document sets out how we will deal with you in the provision of services for your Commercial Buy to Let mortgage. DTCS Financial Limited is authorised and regulated by the Financial Conduct Authority (FCA) for mortgage sales. 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.

We will, however, always act in your best interests when providing you with advice and source lenders from the market that are suitable to the requirements you disclose to us. When the preferred lender has been recommended, we will provide you with information about the product to ensure you understand your responsibilities and commitments to the lender, before proceeding.

The Costs of our Services

Meeting Fee – We charge a non-refundable fee of £179 for all meetings, paid when you book, with the exception of the following, which are provided free of charge:

- Reviews of your mortgage within seven months of the end of a deal arranged by us, so at the end of a fixed rate deal for example.
- Protection advice meetings (life assurance, income protection etc) within one year of the commencement of a mortgage arranged by us.

The fee paid for your meeting is deducted from any fees charged for work which you instruct within 14 days of the meeting.

Mortgage Advice & Arrangement Fee - We charge a fee of £629 for advice on, and processing, your mortgage application (so, £450 if you proceed within 14 days of a paid meeting). This fee becomes payable on application (either in full or in principle) by debit or credit card or by bank transfer. We will also receive, and retain, any commission from the lender when your mortgage completes. This amount will be confirmed by the lender in their disclosure document. This is in addition to the fee charged to you at the outset. Should you wish, you can request to view the commission rates from each of the lenders we have considered at the time that we make our recommendation to you.

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. We are fully instructed on receipt of all requested documentation and payment of any required fees.



Tel: 01443 230670 Email: info@dtcsfinancial.co.uk

DTCS Financial Limited is authorised and regulated by the Financial Conduct Authority
Registered in England & Wales number: 08951112 Registered Office: 28A Cowbridge Road, Pontyclun, Rhondda Cynon Taf, CF72 9EE
Version: 9th Feb 2024

Refund of fees

Our fee is not refundable, regardless of whether the lender accepts the application or declines it. 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. Should the lender reject your application we will work with you to understand why, and if possible, re-place your mortgage with another lender. For more information, please refer to our fee policy.

Our Ethical Policy

We are committed to providing the highest standard of advice and service possible. The interest of our customers 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
- treat you in the way we would like to be treated

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 Daniel Saxton, DTCS Financial Ltd, 28a Cowbridge Road, Pontyclun, CF72 9EE or by telephoning us on 01443 230670 where we will try to resolve your concern at the earliest time possible.

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.

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.

Force Majeure

DTCS Financial 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 seven 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.



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Declaration

We intend to rely on this document for the services we provide to you and request that you provide your agreement to the 'charges' 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.

- I confirm that I am acting by way of business in arranging this mortgage.
- I 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 have been made aware that if I am in any doubt as to the consequences of this agreement not being regulated then I should seek independent legal advice,

Important Notes:

Signing this is not confirming you want us to proceed with anything. You are signing to confirm you understand the contents of this document as it's important to us that you know how we work, and how we are paid.

You should seek separate legal and tax advice regarding your responsibilities of owning this type of property. Our service does not consider the suitability of you owning a Buy to Let or Let to Buy property for rental purposes.

PRINT NAME:

SIGN:

DATE:



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