

Our buy-to-let mortgage services and costs



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Romford
Essex
RM2 5RD

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Web: www.zigzagfinancial.co.uk

1. The Financial Conduct Authority (FCA)

The FCA is an independent watchdog that regulates financial services. You need to read this important document. It explains the service you are being offered and how you will pay for it. If you are unsure about any of the information below you should contact us immediately for further guidance.

2. Whose Products do we offer?

We offer a comprehensive range of buy-to-let mortgages from across the market, but not deals that you can only obtain by going direct to a lender.

3. Which service will we provide you with?

This document sets out how we will deal with you in the provision of services for your Commercial Buy to Let mortgage. ZigZag Financial Ltd is authorised and regulated by the Financial Conduct Authority (FCA) for advising on and arranging residential mortgages. **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 such as the Financial Ombudsman Service and Financial Compensation Scheme, 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.

Please note that our 'Buy-to-Let' service is restricted to helping you arrange a suitable mortgage. We will not advise you about whether or not the property you plan to buy and let out to tenants, will turn out to be a sound investment.

You may request an illustration from your adviser whenever our firm provides you with information specific to the amount you want to borrow following assessment of your needs and circumstances.

4. What will you have to pay us for this service?

Our standard fee for a mortgage is £500 payable upon completion of your mortgage. We will also be paid commission from the lender. This amount will be confirmed by the lender in their disclosure document. 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.

On occasion when the situation is complicated and results in a lot more research and labour or if we have to approach lenders that do not pay us any commission. We can charge upto 1% of the loan amount payable upon completion of the mortgage. For example; if you borrow £100,000 you will be charge a broker fee of £1000. We may also be paid commission by the lender.

If you do fall outside the standard fee structure, you will be informed and the fee will be disclosed before you apply for the mortgage. We will send you an illustration and ask you to sign a fee agreement. You are not obligated to pay anything unless the mortgage completes.

Please ask your adviser if you need further information.	
5.	Refund policy
If we charge you a fee, and your mortgage does not go ahead, you will receive a full refund.	
6.	Our Ethical Policy
<p>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:</p> <ul style="list-style-type: none"> ▪ 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; ▪ where possible we will adapt our communication means with you according to your needs. Please discuss this with us 	
7.	Conflicts of interest
<p>Occasions may arise where the firm, an employee, or other associates of the firm has competing professional or personal interests which may prevent these services being provided to clients in an independent or impartial manner.</p> <p>We will take all appropriate steps to prevent conflicts of interests from occurring in line with the firm's conflicts of interest policy. However, there may be occasions where a conflict of interest cannot be prevented. Where this is the case, we will disclose to you the nature of the conflict and the steps that we will take to mitigate the risks that you will be treated unfairly as a result of any conflicts identified.</p> <p>We will make you aware of any conflicts of interest before the provision of services to enable you to choose whether you still wish to proceed with services. A copy of the firms' conflict of interest policy is available on request.</p> <p>We may on occasion receive minor non-monetary benefits from third parties such as product providers e.g. food and drink provided at a provider training event. Where relevant, any minor non-monetary benefits received will not conflict with our duty to act in your best interests.</p>	
8.	Documentation and Information
<p>We will provide information to you by whatever means are convenient to you. This could be by paper, email or other means. All such information will be made free of charge to you and in English.</p> <p>You may at any time choose to request information in paper and free of charge that has previously been provided to you by means other than paper. For example, where a communication was originally sent by email.</p> <p>You may at any time choose to change your preferences as to how we communicate with you. However, where you choose to do this, we will require you to confirm this change in writing to us.</p>	
9.	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.	
10.	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.	

11.	Force Majeure
ZigZag Financial 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.	
12.	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.	
10.	What to do if you have a complaint
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;	
In writing	The Compliance Officer, 8 Rolsyn Gardens, Romford, Essex, RM2 5RD
By phone	Telephone 07943 145 506
We will try to resolve your concern at the earliest time possible. Where possible we will adapt our communication means with you according to your needs. Please discuss this with us.	

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 / We confirm that I / we are acting by way of business in arranging this mortgage.

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.

Signed:

Signed:

Print Name:

Print Name:

Date:

Date:

Customer Privacy Notice

Why should you read this document?

During the course of dealing with us, we will ask you to provide us with detailed personal information relating to your existing circumstances, your financial situation and, in some cases, your health and family health history (**Your Personal Data**). This document is important as it allows us to explain to you what we will need to do with Your Personal Data, and the various rights you have in relation to Your Personal Data.

What do we mean by “Your Personal Data”?

Your Personal Data means any information that describes or relates to your personal circumstances. Your Personal Data may identify you directly, for example your name, address, date of birth, national insurance number. Your Personal Data may also identify you indirectly, for example, your employment situation, your physical and mental health history, or any other information that could be associated with your cultural or social identity.

In the context of providing you with assistance in relation to your Mortgage, Commercial Finance and Insurance requirements Your Personal Data may include:

- Title, name, date of birth, gender, nationality, civil/marital status, contact details, addresses and documents that are necessary to verify your identity
- Employment and remuneration information, (including salary/bonus schemes/overtime/sick pay/other benefits), employment history
- Bank account details, tax information, loans and credit commitments, personal credit history, sources of income and expenditure, family circumstances and details of dependents
- Health status and history, details of treatment and prognosis, medical reports (further details are provided below specifically with regard to the processing we may undertake in relation to this type of information)
- Any pre-existing Mortgage, Commercial Finance and Insurance products and the terms and conditions relating to these

The basis upon which our firm will deal with Your Personal Data

When we speak with you about your Mortgage, Commercial Finance and Insurance requirements we do so on the basis that both parties are entering a contract for the supply of services.

In order to perform that contract, and to arrange the products you require, we have the right to use Your Personal Data for the purposes detailed below.

Alternatively, either in the course of initial discussions with you or when the contract between us has come to an end for whatever reason, we have the right to use Your Personal Data provided it is in our legitimate business interest to do so and your rights are not affected. For example, we may need to respond to requests from mortgage lenders, insurance providers and our Compliance Service Provider relating to the advice we have given to you, or to make contact with you to seek feedback on the service you received.

On occasion, we will use Your Personal Data for contractual responsibilities we may owe our regulator, The Financial Conduct Authority, or for wider compliance with any legal or regulatory obligation to which we might be subject. In such circumstances, we would be processing Your Personal Data in order to meet a legal, compliance or other regulatory obligation to which we are subject.

The basis upon which we will process certain parts of Your Personal Data

Where you ask us to assist you with for example your insurance, in particular life insurance and insurance that may assist you in the event of an accident or illness, we will ask you information about your ethnic origin, your health and medical history (**Your Special Data**). We will record and use Your Special Data in order to make enquiries of insurance providers in relation to insurance products that may meet your needs and to provide you with advice regarding the suitability of any product that may be available to you.

If you have parental responsibility for children under the age of 13, it is also very likely that we will record information on our systems that relates to those children and potentially, to their Special Data.

The arrangement of certain types of insurance may involve disclosure by you to us of information relating to historic or current criminal convictions or offences (together “**Criminal Disclosures**”). This is relevant to insurance related activities such as underwriting, claims and fraud management.

We will use Special Data and any Criminal Disclosures in the same way as Your Personal Data generally, as set out in this Privacy Notice.

Information on Special Category Data and Criminal Disclosures must be capable of being exchanged freely between insurance intermediaries such as our Firm, and insurance providers, to enable customers to secure the important insurance protection that their needs require.

How do we collect Your Personal Data?

We will collect and record Your Personal Data from a variety of sources, but mainly directly from you. You will usually provide information during the course of our initial meetings or conversations with you to establish your circumstances and needs and preferences in relation to Mortgage, Commercial Finance and Insurance. You will provide information to us verbally and in writing, including email.

We may also obtain some information from third parties, for example, credit checks, information from your employer and searches of information in the public domain such as the voters roll. If we use technology solutions to assist in the collection of Your Personal Data, for example software that is able to verify your credit status, we will only do so if we have consent from you, for us, or our nominated processor to access your information in this manner. With regards to electronic ID checks we would not require your consent but will inform you of how such software operates and the purpose for which it is used.

What happens to Your Personal Data when it is disclosed to us?

In the course of handling Your Personal Data, we will:

- Record and store Your Personal Data in our paper files, mobile devices and on our computer systems (*websites, email, hard drives, and cloud facilities*). This information can only be accessed by employees and consultants within our firm and only when it is necessary to provide our service to you and to perform any administration tasks associated with or incidental to that service.
- Submit Your Personal Data to Mortgage Lenders, Commercial Lenders and Insurance Product providers, both in paper form and on-line via a secure portal. The provision of this information to a third party is essential in allowing us to progress any enquiry or application made on your behalf and to deal with any additional questions or administrative issues that lenders and providers may raise.
- Use Your Personal Data for the purposes of responding to any queries you may have in relation to any Mortgage, Commercial Finance and Insurance you may take out, or to inform you of any developments in relation to those products and/or policies of which we might become aware.

Sharing Your Personal Data

From time to time Your Personal Data will be shared with:

- Mortgage lenders, Commercial lenders and Insurance providers
- Third parties who we believe will be able to assist us with your enquiry or application, or who are able to support your needs as identified. These third parties will include but may not be limited to, our compliance advisers, product specialists, estate agents, providers of legal services such as estate planners, conveyancing, surveyors and valuers (in each case where we believe this to be required due to your particular circumstances).

In each case, Your Personal Data will only be shared for the purposes set out in this Customer Privacy Notice, i.e. to progress your Mortgage, Commercial Finance and Insurance enquiry and to provide you with our professional services. Please note that this sharing of Your Personal Data does not entitle such third parties to send you marketing or promotional messages, it is shared to ensure we can adequately fulfil our responsibilities to you, and as otherwise set out in this Customer Privacy Notice.

We do not envisage that the performance by us of our service will involve Your Personal Data being transferred outside of the European Economic Area.

Security and retention of Your Personal Data

Your privacy is important to us and we will keep Your Personal Data secure in accordance with our legal responsibilities. We will take reasonable steps to safeguard Your Personal Data against it being accessed unlawfully or maliciously by a third party.

We also expect you to take reasonable steps to safeguard your own privacy when transferring information to us, such as not sending confidential information over unprotected email, ensuring email attachments are password protected or encrypted and only using secure methods of postage when original documentation is being sent to us.

Your Personal Data will be retained by us either electronically or in paper form for a minimum period of 6 years following the advice/service you receive from us, although your data could be held for a longer period where this may be needed to meet the requirements of our regulatory bodies.

Your rights in relation to Your Personal Data

You can:

- request copies of Your Personal Data that is under our control
- ask us to further explain how we use Your Personal Data
- ask us to correct, delete or require us to restrict or stop using Your Personal Data (details as to the extent to which we can do this will be provided at the time of any such request)
- ask us to send an electronic copy of Your Personal Data to another organisation should you wish
- change the basis of any consent you may have provided to enable us to market to you in the future (including withdrawing any consent in its entirety)

How to make contact with our Firm in relation to the use of Your Personal Data

If you have any questions or comments about this document, or wish to make contact in order to exercise any of your rights set out within it please contact:

Peter Momirovski at the address on page 1 or on telephone number 07943 145 506.

If we feel we have a legal right not to deal with your request, or to action it in a different way to how you have requested, we will inform you of this at the time.

You should also make contact with us as soon as possible on you becoming aware of any unauthorised disclosure of Your Personal Data, so that we may investigate and fulfil our own regulatory obligations.

If you have any concerns or complaints as to how we have handled Your Personal Data you may lodge a complaint with the UK's data protection regulator, the ICO, who can be contacted through their website at <https://ico.org.uk/global/contact-us/> or by writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

Data Subject Consent Form – Applicant 1

I hereby grant **ZigZag Financial Ltd** permission to process my personal data for the purpose stated in the Privacy statement above.

Signed:

Print Name:

Date:

Marketing Consent

I, hereby grant **ZigZag Financial Ltd** permission to process my personal data for the purpose of Marketing. By providing your consent, you agree that you have given your express permission for us to market you regarding products and services **ONLY** that we think may be of interest to you and by any means of communication that is suitable at the time.

IMPORTANT NOTES: Marketing by our Firm

If you do not indicate your agreement for **us** to make contact with you, we may be unable to provide you with details of products and/or services that may suit your needs and circumstances.

We would like to maintain a record of your express consent for **us** to contact you by post, telephone, SMS, email and instant messaging for marketing our products or services that we think may be of interest to you. Please indicate your consent to **us** contacting you by any of the means specified below:

Post ☐

Phone ☐

SMS ☐

Email ☐

Instant Messaging* ☐

*Whatsapp or similar service.

Signature:

Date:

Data Subject Consent Form – Applicant 2

I hereby grant **ZigZag Financial Ltd** permission to process my personal data for the purpose stated in the Privacy statement above.

Signed:

Print Name:

Date:

Marketing Consent

I, hereby grant **ZigZag Financial Ltd** permission to process my personal data for the purpose of Marketing. By providing your consent, you agree that you have given your express permission for us to market you regarding products and services **ONLY** that we think may be of interest to you and by any means of communication that is suitable at the time.

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Post ☐

Phone ☐

SMS ☐

Email ☐

Instant Messaging* ☐

*Whatsapp or similar service.

Signature:

Date: