

LEODIS FINANCIAL LIMITED, RHS REBECCA HOUSE, REBECCA STREET, BRADFORD, BD1 2RX

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TERMS OF BUSINESS

About this Document

This document outlines Leodis Financial Limited terms of business. We will ask you to sign our Terms of Business to confirm that you have received a copy of both 'Key facts about our insurance services' and this document. Should you choose to proceed with our services, in doing so, you accept our Terms of Business and both parties will be bound by the terms laid out below.

Our Regulator

Leodis Financial Limited is authorised and regulated by the Financial Conduct Authority (FCA) for pure protection, residential mortgages and general insurance business. You can check this via the Financial Services Register at <https://register.fca.org.uk/> or by contacting FCA on 0800 111 6768. Our FCA reference number is 750327.

Although Leodis Financial Limited is regulated by FCA, commercial mortgages and most buy-to-let mortgages and most bridging finance are not regulated by the FCA.

Types of Mortgages

We advise on the following main types of mortgages

First Charge

Re-mortgage

Buy-to-let

Second Charge

Commercial

Types of Protection Policies

We advise on three main types of protection insurance policies:

Life assurance;

Critical illness cover;

Income protection

We offer a comprehensive range of first charge mortgages from across the market, but not deals that you can only obtain by going direct to a lender. A list of the lenders we advise on is available upon request.

If you are seeking to borrow additional funds, the main options are: a further advance from the existing lender; a first charge re-mortgage; a second charge mortgage; or unsecured lending.

Where the lender permits us to arrange a further advance on your behalf, we will consider whether this is appropriate as part of our advice. Where the lender will only offer a further advance directly, whilst it may be more appropriate, we cannot consider this as part of our advice.

We do not provide any services in connection with unsecured lending.

Some mortgages are regulated by the Financial Conduct Authority (FCA) and some are not:

- Residential mortgages are regulated by the FCA:
- Buy-to-let mortgages are not normally regulated by the FCA. Under certain conditions a buy-to-let mortgage application may be regulated; we will advise you if this applies to your application;
- Certain buy-to-let transactions are defined as “consumer buy-to-let”; we will advise you if this applies to your application.
- All buy-to-let transactions that are neither a regulated mortgage contract, nor consumer buy-to-let, are classified as “business buy-to-let”.

All protection insurance policies we can arrange for you are regulated by the FCA. A member of our Protection Team will contact you as agreed with your Mortgage Adviser.

We will provide you with an explanation of the main repayment methods (e.g. capital and interest or interest only), but if you select a repayment option that includes an investment product that is regulated by the FCA we will recommend you seek advice from an appropriately authorised Independent Financial Adviser (IFA). Details of an IFA near you can be obtained from www.unbiased.co.uk or by calling 0330 303 0025.

Our Advice

We offer an advised service for mortgages and pure protection. We do not offer an execution only service.

We will:

Constantly review the mortgage market in order to select the most appropriate lenders to meet your individual circumstances.

Use protection providers selected to offer suitable cover to meet your protection needs.

Use lenders who consistently provide our customers with a competitive product range and high standards of service; however the standards of service may vary over time.

We can not:

Be held liable for any delays incurred in the processing of your mortgage and/or insurance application that are caused by the product provider however we will actively work to assist the smooth processing of your application.

Provide tax advice of any kind, for example to advise you on whether it is more appropriate to purchase a buy to let property on a personal or company basis. You should seek appropriate advice from a property specialist tax adviser or accountant.

You:

Are responsible for appointing a conveyancer (or for mortgages with the option of free or subsidised conveyancing whether appointed by you or your proposed new mortgage provider); for checking the appointment of the conveyancer and on-going progress of the legal work.

Should retain the confirmation we send you as a record of the advice given.

Should check that the formal offer/acceptance is correct before you exchange contracts (for purchases) or proceed to completion (for re-mortgages).

Our process

During the initial consultation we will complete a Client Questionnaire (“Fact Find”) to enable us to give appropriate advice on your mortgage and other related insurance products.

Once we have made our recommendations to you we will confirm our advice in writing. Unless you have requested we do so sooner, one of our Protection Advisers will contact you following issue of the mortgage offer to discuss your protection needs in more detail.

Details of any products applied for will be confirmed by the mortgage lender on a formal Offer of Advance, and by the insurance provider in Acceptance Terms.

Fees

Our initial consultation service is £195.00 which is non-refundable. If you decide to proceed with a mortgage application, you will pay a fee for each of your mortgage applications. If you proceed with a Full Mortgage Application then we will deduct the £195.00 from the relevant fee structure below. In addition, we will be paid commission by the lender on completion of the mortgage. The commission amount will depend upon the lender and loan amount. We will confirm the commission specific to your application in your mortgage illustration. A list of the commission ranges we may receive from lenders is available on request.

We will not charge you a fee for the placement of any Protection policies as we are paid commission by the Protection provider. A list of the commission ranges we may receive from lenders is available on request.

Application Fee	£195.00	Non-Refundable unless you proceed with a Full Mortgage Application upon which it will be deducted from the relevant fee.
Short Term Finance		
Bridging Loan	£1,495.00	Payable prior to Full Mortgage Application
Development Finance	£1,999.00	Payable prior to Full Mortgage Application
Term Loans – First Charge, Buy-to-Let, Re-Mortgages		
Up to £149,999	£1,495.00	Payable prior to Full Mortgage Application
£150,000 to £249,999	£1,995.00	Payable prior to Full Mortgage Application
£250,000 to £375,000	£2,495.00	Payable prior to Full Mortgage Application
£375,000+	£3,495.00	Payable prior to Full Mortgage Application
Second Charge Mortgage	10% of the loan	Payable prior to Full Mortgage Application
Commercial Mortgage		
Up to £149,999	£1,995.00	Payable prior to Full Mortgage Application
£150,000 to £249,999	£2,995.00	Payable prior to Full Mortgage Application
£250,000+	£3,495.00	Payable prior to Full Mortgage Application
Term Loans – Right to Buy, Help to Buy		
Up to £149,999	£2,495.00	Payable prior to Full Mortgage Application
£150,000 to £249,999	£2,995.00	Payable prior to Full Mortgage Application

Fees must be paid by:

- Cheque made payable to "Leodis Financial Limited"
- Via bank transfer to RBS Bank, 16-14-17, 11209444, quoting your full name as the reference
- We cannot accept payment by cash or American Express, or bank transfer to any bank account other than the details above.

PLEASE NOTE:

We will refund our fee if we are unable to secure you a suitable mortgage offer from any lender.

Our fee is non-refundable should your application be discontinued for any other reason, including but not limited to circumstances where:

- **We are unable to secure a formal mortgage offer as a result of inaccurate information provided by you about your personal circumstances.**
- **We are unable to secure a formal mortgage offer as a result of inaccurate information provided by you about the proposed property details.**
- **We are unable to secure a formal mortgage offer as a result of any other materially inaccurate information provided by you upon which we have relied.**
- **We are unable to secure a formal mortgage offer due to your non-disclosure or non-provision of relevant information as required by the lender.**
- **We are able to secure a suitable mortgage offer for any mortgage which would reasonably enable your transaction to proceed.**
- **The Valuation of the Property carried out by the Lender is for less value than you anticipated or expected.**
- **You choose to withdraw from the property transaction or terminate the mortgage application process.**
- **The vendor withdraws from the transaction.**

Service Promise

Once the application is proceeding we will:

Appoint one of our experienced case managers to manage your application for you;

Clearly communicate the process and what is required from you.

Update you, via whatever medium you prefer, at least once every 2 weeks.

Regularly contact the lender to ensure that your application is being progressed.

General Terms

We

Require our clients to give us instructions in writing to avoid possible disputes (if the matter is urgent we may accept oral instructions provided they are confirmed in writing);

Will forward documents to you as soon as practicable after we receive them. Where a number of documents relate to a series of transactions are involved we will normally hold the documents until the series is complete and then forward them to you;

We are required to verify your identity in accordance with legislation to prevent financial crime. No application will be submitted until such verification has been obtained;

May terminate our authority to act on your behalf at any time without penalty. Notice of termination would be given in writing;

Will only vary this agreement if confirmed in writing by the Managing Director of Leodis Financial Limited.

You:

May terminate this agreement without penalty. Notice of this termination must be given in writing.

Our internal auditing procedures include monitoring and compliance with Financial Conduct Authority guidelines.

We maintain Professional Indemnity Insurance. We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation if we cannot meet our obligations. Mortgage advising and arranging is covered up to a maximum of £85,000. Please refer to 'Key facts about our insurance services' for details of the limits for insurance advice.

Complaints

Should you wish to register a complaint, you may do so by calling 01274 028019 and asking to speak to a member of the Compliance Team. Alternatively, you may write to us at: Compliance Department Leodis Financial Limited, RHS Rebecca House, Rebecca Street, Bradford, BD1 2RX or via email at hello@leodisfinancial.co.uk.

If you are not satisfied with the outcome of your complaint, you may be able to refer your complaint to the Financial Ombudsman Service. A copy of our Dealing with your complaint leaflet is available on request, which provides more information.

If you are an EU resident outside of the UK, we will accept your complaint via the contact details above, however you may also submit a complaint via the European Commission Online Dispute Resolution website. Please note that if you submit a complaint through this portal, we will not know about your complaint until it is forwarded to us via the relevant dispute resolution bodies.

Data Protection

We keep records of all our business transactions indefinitely. You (or your agent) may inspect contract notes, vouchers and entries in books (whether kept manually or electronically). We treat all our clients' records as confidential (even when you are no longer a client), so we reserve the right to give you copies of your particular records rather than allowing access to files containing records about other clients.

As part of our service, we will aim to contact you to review your arrangements before any product we have arranged expires. From time to time we will tell you about new services. You can choose not to receive this information when you meet with us during the arrangement of your mortgage. You can change your instructions at any time by writing to: Leodis Financial Limited, RHS Rebecca House, Rebecca Street, Bradford, BD1 2RX

For the purposes of the Data Protection legislation, the Data Controller in relation to any personal data you supply is Leodis Financial Limited.

Access to your Personal Data

Under the Data Protection legislation, you have a right to ask for a copy of the information held by us in our records. You also have the right to require us to correct any inaccuracies in your information. Such requests must be made in writing and we reserve the right to ask for proof of identity and address prior to releasing any information.

Record Keeping

We are required to maintain records to evidence the suitability of the recommendations we make.

If you decide to proceed with our services, we will store and use your personal data and any other relevant information you provide in accordance with this policy.

If you choose not to allow us to store and use your personal information, we will be unable to meet our regulatory obligations and will not be able to provide our services to you. In this instance, you must tell us in writing before proceeding with an application.

Your Privacy

As a customer of Leodis Financial Limited, we take your right to privacy very seriously. We will not disclose information about you or your accounts to anyone, other than where we have your consent, or where we are compelled or allowed by law to do so.

Most of the information we hold is stored electronically on computer systems. However, some data, for example the details you handwrite on an application form are also held as manual or paper copies. We are confident that our systems are secure, and appropriate controls are in place to prevent unlawful access to your information.

As your mortgage broker, we will discuss your personal circumstances with lender in order to determine the most appropriate product for your needs. We or the lender may undertake a credit check upon receipt of your mortgage application, or in some cases before an application is submitted, to enable the preparation of an "Agreement in Principle". We will seek your consent before any personal information is provided to lenders and before a credit check is undertaken. This check may be registered as part of your credit record. The lender may also supply information to a Credit Reference Agency regarding the way your account is managed.

Leodis Financial Limited does not sell or donate the personal information we hold. Information may, in the ordinary course of business, move between Leodis Financial Limited, associated companies (e.g. lenders and insurers), and to our contractors, which may involve the transfer of data outside the European Economic Area, and involve keeping the estate agent(s) and solicitors you are using updated on the general progress of your application(s). We are also obliged to make our records available to our regulator upon request.

Please refer to our Privacy Policy for full details. A copy is available to download via our website at www.leodisfinancial.co.uk

Client signature:

Client name:

Date:

Client signature:

Client name:

Date: