Trusted Tree Mortgages Ltd

TERMS OF BUSINESS

for unregulated mortgage products

Client details

Applicant 1 (full name)	
Address	
Applicant 2 (full name)	
Address	
Applicant 3 (full name)	
Address	
Applicant 4 (full name)	
Address	

In these Terms of Business, "you" and "your" refer to the applicant(s) named above. Where there is more than one applicant, each applicant is party to this agreement and the applicants are jointly and severally responsible for the fees set out below.

Trusted Tree Mortgages Ltd also trades under the name TTM. These Terms of Business set out the basis on which we will provide our mortgage advice and arrangement services to you, and the rights and responsibilities of both parties. Please read them carefully and ask us if anything is unclear before you sign.

About us

Trusted Tree Mortgages Ltd, whose offices are situated at Morton Cottage London Road, Sunninghill, Ascot, England, SL5 0PN is authorized and regulated by the Financial Conduct Authority (FCA), the independent watchdog that regulates financial services. Our Financial Service Register number is 1020120. You can view our authorization on the FCA website - we can be found on the Financial Service Register. The FCA has authorized us for advising and arranging regulated mortgage contracts and advising and arranging regulated insurance contracts. We also offer Buy-to-Let mortgages, bridging loans and other commercial mortgages (which are not normally regulated by the FCA). We do not offer second charge mortgages or Lifetime mortgages.

You have been issued with this Terms of Business because you have indicated that you are interested in unregulated mortgage products. This document does not cover regulated mortgage products. This means that you will not have the protection and means of redress that is afforded to regulated mortgages.

Our Mortgage Services

We consider unregulated mortgage products from a range of lenders and providers, subject to their lending criteria and our commercial arrangements. We do not necessarily have access to every lender or mortgage product available in the market. After we have assessed your needs, we will advise you about the unregulated mortgage products that we have available and make a recommendation for a suitable mortgage, where we believe that this is the most appropriate outcome for you.

We cannot guarantee that any lender will accept an application, issue a mortgage offer or complete a transaction. All lending decisions remain subject to the lender's requirements, underwriting, valuation, legal due diligence and final approval.

Data Protection

We will use the information that you give us in order to obtain financial products for you where you are eligible. In order to do this we will need to share your information with other parties such as mortgage lenders and insurance providers. We may also share this information with other bodies in order to combat financial fraud and with our regulators and with third parties for compliance purposes.

We will provide a copy of our firm's Privacy Notice to each applicant whose personal information we collect in the course of our services. The Privacy Notice explains how we collect, use, share and retain personal information. We will treat personal information confidentially even if you are no longer a client of ours. If you require details of the information that we hold, please contact us at our office address and we will assist you in this. Under data protection law, individuals have the right of access to any personal data that our firm holds about them, and may exercise their other data protection rights by writing to us at our office address.

We may contact you in connection with your mortgage application and the ongoing administration of our services. We may also contact you about future mortgage reviews or other services where permitted by applicable data protection and electronic marketing laws. Where consent is required for marketing communications, we will obtain it separately. You may opt out of marketing communications at any time.

Our Fees

For mortgage advice and arrangement for Buy-to-Let mortgages, Bridge Loans and other commercial mortgages, we will charge the following fees:

Onboarding fee	
Broker fee	

The onboarding fee becomes due at the point this Terms of Business is signed and is payable before we begin work on your case. It covers the initial consultation and case preparation, including compliance onboarding (KYC/AML/Sanctions checks) and a full assessment of your financial circumstances. The onboarding fee is earned once we begin this work. If, following our initial due diligence, we are unable to proceed with your case, the onboarding fee will not be refunded, as it reflects work already undertaken.

The broker fee becomes due and payable upon submission of a formal mortgage application to a lender on your behalf. Where more than one mortgage is arranged, the fee will be calculated on the basis specified above. The broker fee is non-refundable once the relevant application has been submitted, including where the application is subsequently declined or withdrawn, except where a refund is required by law or arises from a breach of our obligations.

Upon completion of your mortgage transaction, we will receive a procuration fee payment from the mortgage provider. You will receive an illustration when considering your mortgage, which will tell you about any fees relating to it and the commission that we will be paid. We can provide additional information to you about lender commission rates on request.

Fees for other commercial cases are subject to their individual circumstances and we will discuss these with you before you are committed to us.

Individual Circumstances

If you have circumstances that may affect how we communicate with you, such as language needs or other support requirements, please let us know so that we can take this into account.

If you want to Complain

If you are dissatisfied with our services, please contact us in writing at Complaints, Trusted Tree Mortgages Ltd, Morton Cottage London Road, Sunninghill, Ascot, England, SL5 0PN or by telephone on 07384307744. We will investigate your complaint and aim to provide our final response within eight weeks. This is a service commitment; complaints about our unregulated mortgage services will not necessarily fall within the FCA's complaints-handling rules that apply to regulated business.

Financial Ombudsman Service

Our services under this agreement relate to unregulated mortgage products. Complaints concerning these services will not normally fall within the jurisdiction of the Financial Ombudsman Service. However, eligibility to refer a complaint depends on the particular circumstances and applicable jurisdiction rules.

Financial Services Compensation Scheme

The unregulated mortgage advice and arrangement services provided under this agreement are not normally protected by the Financial Services Compensation Scheme (FSCS). Whether protection is available in any particular circumstances depends on the nature of the activity and the applicable FSCS eligibility rules.

GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Appointment or its subject matter or formation (including non-contractual disputes or claims).

Important Note

Where this Terms of Business has been issued to a Limited Company, the person signing agreement with these Terms must be authorized to do so by the company and in signing (as a director) is representing to TTM that they hold a mandate to sign for the Limited Company in an appropriate capacity.

Applicant 1

Name	
Signature	
Date	

Applicant 2

Name	
Signature	
Date	

Applicant 3

Name	
Signature	
Date	

Applicant 4

Name	
Signature	
Date	

TTM
TRUSTED TREE MORTGAGES