

Terms and Conditions

GENERAL

- 1.1 Your property may be repossessed if you do not keep up repayments on your mortgage.
- 1.2 Mortgage Solutions is authorised and regulated by the Financial Conduct Authority. The Financial Services Register number is 303379. Registered office address for Mortgage Solutions is 32 Connaught Gardens, Weymouth, Dorset, DT4 9PB
- 1.3 The FCA does not regulate some investment mortgage contracts.
- 1.4 Calls may be recorded for training and monitoring.

REGULATORY STATUS

- 2.1 Mortgage Solutions who are authorised and regulated by the Financial Conduct Authority.
- 2.2 The Financial Conduct Authority is the principal regulatory body for Financial Services in the UK. They can be contacted at The Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS Tel: 020 7066 1000 or by visiting their website <http://www.fca.org.uk/site-info/contact>
- 2.3 The FCA does not regulate some investment mortgage contracts.

OUR REMUNERATION

- 3.1 Our charges are based on two considerations: the loan amount and the complexity of your individual circumstances. We will provide you with a free initial consultation and we will always explain exactly what you will be charged before you choose to proceed with an application.
- Business Buy to Let and Commercial mortgages are not regulated. Fees for non-regulated mortgages can vary depending on your requirements and circumstances.
- You will receive a Key Facts Illustration or European Standardised Information Sheet when considering a regulated mortgage, which will describe any fees relating to it.
- 3.2 These fees apply to all regulated mortgages. Certain mortgages, primarily most business buy to let and commercial mortgages, are not regulated. Fees for non-regulated mortgages can vary depending on your requirements and circumstances. Please contact us directly for more guidance.

NON-INVESTMENT INSURANCE

- 4.1 Mortgage Solutions arranges non-investment insurance contracts.
- 4.2 We will carry out any instructions you give us to effect such contracts.
- 4.3 We do not provide any Insurance Policy that relies on investment returns to do its job.

- 4.4 We do not provide any policy that would require the claimant to make investments for it to achieve its purpose.
- 4.5 We do not normally provide plans that extend beyond the term of the mortgage or into retirement.

CANCELLATION

- 5.1 Where these terms of business are given in respect of a “distance contract”, that is services provided through a website or by phone.
- 5.2 Under MCOB 4.6 in circumstances where Mortgage Solutions acts contractually on your behalf, you may have the right to cancel your contract prior to the submission of your application to the lender.
- 5.3 Your rights of cancellation will take effect from the date the contract with Mortgage Solutions is concluded or the day you receive contractual terms and conditions in a durable form and will be effective for 14 days after this date.
- 5.4 To cancel, you can email us or write to us (see [contact us](#) for details)
- 5.5 Mortgage Solutions will not make any charge or apply a penalty if you cancel the contract. You must pay for any transactions initiated prior to termination at your express request and a due proportion of any fees applicable.

TERMINATION

- 6.1 Subject to point 6.2, you or we, may terminate this agreement at any time, without notice period.
- 6.2 Notice of termination by you must be given in writing to our head office. The agreement will terminate upon our receipt of such notice.
- 6.3 Notice of termination by us must be given in writing to you. We will normally send such notice by post to your last known address.
- 6.4 Termination of the agreement is without prejudice to the completion of any transactions initiated prior to receipt of such notice. Existing policies and loans will be unaffected.
- 6.5 These terms of business will automatically terminate should you die.
- 6.6 These terms of business have no minimum period during which they must remain applicable.

COMMUNICATING

- 7.1 At our discretion and unless we hear from you to the contrary we may email or telephone you from time to time between the hours of 9am to 9pm without your further prior consent to contact you to service your mortgage/protection application.
- 7.2 All documents will be sent to you via post, email or fax, we will use the method of communication that you have specified to us. If your preference is for documents to

be sent via post this will be to your last known address and shall be sent at your own risk. We will not be responsible for lost documents or any consequences that may arise from any error or failure of the postal system. For documents of value, this will be by registered post – otherwise first-class mail will be used.

- 7.3 You may communicate with us by writing, phoning or sending an email. There is no additional charge.
- 7.4 For more information on how your personal data will be used please read our [privacy statement](#).

COMPENSATION

If you make a valid claim against us in respect of the mortgage or insurance we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme; details of the cover provided by the Scheme are available on request. Further information is available from the FCA and the Financial Services Compensation Scheme.

VERIFYING IDENTITY

We are required by law to verify your identity. This will be required at the outset of our dealings with you and we will not submit an application for a mortgage or term assurance policy of other financial product until such verification has been obtained.

See [Acceptable Forms of ID and Proof of Address](#).

YOUR POLICIES AND LEGAL DOCUMENTS

All policies will be registered in your name unless otherwise agreed in writing. Unless you instruct us in writing to the contrary, we will forward to you all documents showing ownership of your policies as soon as practicable after we receive them. Where a number of documents of title are involved we will await arrival of all of them before sending them to you.

YOUR MONEY

We do not handle client money in any instance.

LAW

- 12.1 The law governing this agreement both before and after completion is the law of England and Wales.
- 12.2 We normally require our clients to give us instructions in writing, to avoid possible disputes, but we shall be entitled, at our sole discretion, to act upon your oral instructions. We can refuse your instructions at our discretion.
- 12.3 We may vary the terms of this agreement by writing to you at your last known address. Proof of delivery to this address will constitute proof of notice being served.

YOUR PROPERTY MAY BE REPOSSESSED IF YOU DO NOT KEEP UP THE REPAYMENTS ON A MORTGAGE OR ANY DEBT SECURED ON IT