Our Mortgage Client Agreement

Mortgage Chain Ltd

10 Earlsfield Lane
Thetford, Norfolk,
IP26 4RS

1. The Financial Conduct Authority (FCA)
Mortgage Chain is a trading style of Mortgage Ready Limited, which is authorised and regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register. Our Financial Services Register number is **911773**

2. Whose Products do we offer ?	
Mortgages	
☑	For **Mortgages** we are independent mortgage advisers and we will recommend a mortgage product that is suitable for you following an assessment of your personal needs and circumstances. This will include a detailed assessment of affordability. We will consider all products and lenders that we have access to. This means we will not consider those lenders that are only available by you going direct to them. Where you are increasing your borrowing we will consider the merits of both a new first charge mortgage and securing this by an additional mortgage on a second charge basis. You may have the option of a further advance from your existing lender, however, we will only consider this where we are able to deal directly with the lender on your behalf. It may be in your best interests to explore this option and look at the further alternative of an unsecured loan, as these may be more appropriate for you.
☐	We offer products from a range of insurers.
☐	We only offer mortgages from a single lender.
Insurance	
☑	For **Non-investment protection contracts** we are an intermediary and will act on your behalf when providing advice and making our personal recommendation(s) to you. We will do this based on a fair and personal analysis of insurers for term assurance, income protection and critical illness.
☐	We offer products from a range of insurers.
☐	We only offer products from a single insurer.

3. Whose services do we offer ?	
General Insurance	
☑	For **general insurance contracts** we are an intermediary and will act on your behalf when recommending an insurer based on your demands and needs from a fair analysis of the market. The insurers we consider will be listed to you when we carry out our research. It will be your responsibility to ensure the policy meets your demands and needs for building and/or contents, private medical insurance, accident sickness and unemployment**.**
☐	We offer products from a single insurer.

Mortgages	
☑	We will advise and make a recommendation for you after we have assessed your needs.
☐	You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

4. What will you have to pay us for our services?	
Mortgage	
☑	We charge a fee of £ payable on application for providing advice and submitting your mortgage application, as well as covering any valuation fee, And: A Mortgage offer release fee of: (See declaration (last page) for confirmation of the below mortgage offer release fee being charged) £499.00 payable on receipt of a mortgage offer For: Shared Ownership, Remortgage, small mortgages, low income with no complications. £799.00 payable on receipt of a mortgage offer Standard fee fee your scenario is straight forward with no complications. £999.00 payable on receipt of a mortgage offer If your scenario involves one complication. Examples include and are not limited to: Adverse credit, non standard property construction, complex income, high DTI (Debt to income) ratio, Non UK National, transfer of equity. £1499.00 - £2,499.00 payable on receipt of a mortgage offer If your scenario involves multiple complications including adverse credit. Examples include and are not limited to: Adverse credit (Recent defaults, CCJs, IVAs/BR), non standard property construction, complex income, high DTI (Debt to income) ratio, BTL. We will receive and retain/refund any commission paid by the lender when your mortgage completes. 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.
☐	No fee.

Non-Investment Protection and General Insurance Contracts	
☑	We **do not charge a fee** as we will receive commission from the provider/insurer after the policy has been placed on risk.

5. Refund of Fees.	
Mortgage	
	If we charge you a fee, and your mortgage does not go ahead:
☑	Please note our fee will still be charged should the lender reject your mortgage application due to you not disclosing any material information about your personal situation. 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.
☐	A Full Refund

6. 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;
- seek your views and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.

Cancellation rights

Certain protection and insurance contracts allow you the right to cancel after a contract has been put in force. Prior to you entering into a contract of protection or insurance we will provide you with specific details should this apply to include: its duration; conditions, practical instructions and any costs for exercising it, together with the consequences of not exercising it.

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.

7. What to do if you have a complaint	
If you wish to register a complaint, please contact us:	
...in writing	Write to: Mortgage Ready Limited, Complaints Department, 64 Hill Road, Chelmsford, Essex, CM2 6HW
...by phone	Telephone: 03333 44 68 69
A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4567.	

8. Compensastion Scheme
If you make a complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. Further information about the limits applicable to the different product types is available from the FSCS at http://www.fscs.org.uk/what-we-cover/products
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.
Law
This agreement is governed and shall be construed in accordance with the Law of **England, Scotland and Wales** and the parties shall submit to the exclusive jurisdiction of the **England, Scotland and Wales** Courts. **Force Majeure** Mortgage Ready 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 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.

Mortgage Chain Ltd are a trading style of Mortgage Ready Limited, who are regulated and authorised by the Financial Conduct Authority. Reference number: 977133

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 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 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 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 insurances, in particular life insurance and other related insurances 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/guidance 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 mortgages 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 this 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 Product Providers/Mortgage Lenders/Commercial Lenders and/or 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/finance product or insurance policy you may take out, or to inform you of any developments in relation to those products and/or polices of which we might become aware.

Sharing Your Personal Data

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

- Mortgage lenders / Finance lenders / 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/finance and/or 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:

Alex Kerr – alex@mortgagechain.co.uk – 01245 333 222

If we feel we have a legal right not to deal with your request, or to action, it in 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.

E-Marketing Customer Consent Form

Why are we asking you to read and complete this E-Marketing Customer Consent Form?

As a valued customer, we would like to provide you with reassurance that we take your right to privacy in an electronic context seriously.

During the course of providing you with our service, we may be in contact with you through a variety of electronic means, including potentially by telephone, email, SMS and instant messaging services (such as WhatsApp). These means are referred to in this document as **E-Marketing**.

We would like to take particular care to ensure that any marketing or promotional information that we may send to you, is done so with your prior, express permission. We would like to keep you informed about products or services that we, or selected third parties, may have access to that may be of interest to you.

In this document, we explain how we would do this, and ask for your consent to receiving such information from us in the future.

How this E-Marketing Consent relates to our Customer Privacy Notice

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**).

During the course of our initial discussions with you, you will have been provided with a copy of, or been provided with access to, our **Customer Privacy Notice**. We encourage you to read this document, as it sets out in detail the basis upon which this Firm will process and share Your Personal Data.

Our Customer Privacy Notice does not extend to explaining how we would like to use Your Personal Data for marketing purposes, including to E-Market to you. We are of the view that this is better set out separately, to enable you to be clear and make informed decisions in relation to your right to privacy.

How we will use Your Personal Data in the future

There are a range of reasons why we need to retain Your Personal Data and, when necessary, use it to make contact with you. These include:

- asking your views on the quality of the service we have provided
- responding to your own questions on the product you have taken out
- informing you with regard to any changes to the terms and conditions of your products proposed or made by mortgage lenders / finance providers / insurance providers
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Specifically, we would also like to make you aware of products or services that are made available to our firm from time to time that we think may be of interest to you in the future. We propose to do this using any of the E-Marketing means below and using the contact information you have provided to us.

IMPORTANT NOTES: E-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 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:

Phone ☒ SMS ☒ PORTAL ☒ Email ☒ Instant Messaging* ☒

*Whatsapp or similar service.

Signature: Date:

Your right to Opt-Out

You have the right to ask us not to contact you for marketing purposes at any time - to Opt Out – we have included details of how to Opt Out at the end of this document so that you know what to do.

Opting Out means that we will either remove Your Personal Data from our marketing database or limit our contact with you to the means you specify (for example, by email only), but we reserve the right to retain it for any other purpose explained in this document or as set out separately in our Customer Privacy Notice.

How to make contact with our Firm to Opt Out

If you have any questions or comments about this document, or wish to make contact in order to Opt Out please contact:

Alex Kerr – alex@mortgagechain.co.uk – 01245 333 222

If you have any concerns or complaints as to how we have handled Your Personal Data or 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.

DECLARATION

This is our standard agreement upon which we intend to rely. For your own benefit and protection you should read the terms carefully before signing. If you do not understand any of these, please ask for further information.

I/We are aware of the costs of the services and agree to the amount and timing of these.

My mortgage offer release fee will be:

£499.00 ☐

£799.00 ☐

£999.00 ☐

£1,499.00 ☐

£1,999.00 ☐

£2,499.00 ☐

I also confirm I have had site and agree to the privacy notice.

You must be aware that adding our fees to the mortgage loan will increase the total amount you pay over the term of that loan as the lender will apply their interest charges to this amount

Client Name ....

Client Signature ....

Dated ....

Client Name ....

Client Signature ....

Dated ....

Mortgage Broker Alex Kerr ....