



Chelsea Mortgage Shop

### **Mortgage terms of business**

Chelsea Mortgage Shop is not an appointed agent of any lender for mortgage business, and therefore is able to arrange mortgages from the market as a whole.

Once the application is proceeding we will:

- **clearly communicate the process and what is required from you;**
- **update you, via whatever medium you prefer, at least once a week;**
- **regularly contact the lender to ensure that your application is being progressed, and;**
- **liaise with all parties including the lender, solicitors and estate agents to ensure all issues are dealt with in a timely manner.**

Residential mortgages and general insurance are now regulated by the Financial Services Authority (FSA) (as of 31st October 2004). Generally buy-to-Let and commercial mortgages are not regulated by the FSA although there are some conditions whereby a Buy-to-Let mortgage may be regulated, we will advise you if this applies to your application.

We do not charge a fee for mortgage advice but for new clients where there is **adverse credit history** we may require a **£100** admin fee paid up-front. This fee is designed to cover the firm's general admin fees including postal and telephone costs should the matter prove abortive for whatever reason. In some circumstances we may be prepared to waive this fee e.g. where you are providing the firm repeat business.

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 FSA we may need to introduce you to one of our advisers authorised to give advice on these types of contract.

We constantly review the mortgage market in order to select the most appropriate lenders to meet your individual circumstances. We use lenders who consistently provide our customers with a competitive product range and high standards of service; however the standards of service can vary over time. CMS is not 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. CMS works very closely with a select panel of conveyancers that we can recommend to you. The mortgage recommended to you may offer the option of free or subsidised conveyancing (whether appointed by you or your proposed new mortgage provider); in both cases you are responsible for checking the appointment of the conveyancer and on-going progress of the legal work.

During the initial meeting(s) we will complete a Mortgage Questionnaire to enable appropriate advice to be given on your mortgage and other related insurance products. Once we have made our recommendations to you we will confirm our advice in writing. You should retain this confirmation as a record of the advice given. 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. It is your responsibility to check that the formal offer/acceptance is correct before you exchange contracts.

We require our clients to give us instructions in writing to avoid possible disputes. If the matter is urgent we will accept oral instructions provided they are confirmed in writing.

You, or we, may terminate our authority to act on your behalf at any time without penalty. Notice of this termination must be given in writing.

We only accept cheques made out to Chelsea Mortgage Shop in settlement of our fees (if any).

We will forward documents to you as soon as practicable after we receive them. Where a number of documents relating 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 keep records of all our business transactions for a minimum of seven years. 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. You have rights of access under the Data Protection Act 1998 to your personal records.

As your mortgage broker, we reserve the right to discuss your personal circumstances with any 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 permission before this 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.

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

We maintain Professional Indemnity Insurance.

We are required to verify your identity in accordance with Anti-Money Laundering regulations. No mortgage offer or insurance acceptance terms will be produced until such verification has been obtained.

**Chelsea Mortgage Shop**

**28 Old Brompton Road London SW7 3SS**

Signed

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Applicant/s

Date .....