

# **ABOUT YOUR MORTGAGE.**

**Short term lending**

0800 298 5714

[precisemortgages-customers.co.uk](https://www.precisemortgages-customers.co.uk)

# **PRECISE.**

# CONTENTS.

<b>Introduction.</b>	<b>4</b>
<b>About Precise.</b>	<b>4</b>
<b>How your mortgage is Regulated.</b>	<b>4</b>
<b>Your Mortgage Broker.</b>	<b>5</b>
<b>Contact Details.</b>	<b>5</b>
<b>Your Mortgage Offer.</b>	<b>6</b>
You	6
Joint Applicants	6
Loan Amount	6
Duration of the Loan/Mortgage Term	6
Repaying the Mortgage	6
The interest rate	6
Monthly Payments	6
Fees and charges	7
Paying off your Mortgage	7
Overpayments	8
Early repayment charges	8
Other features of your Mortgage	8
<b>The property which will be security the Mortgage.</b>	<b>8</b>
Assessing the value of the property	8
Insuring the property	8
The Conveyancers acting on the purchase or remortgage of the property	8
<b>What are the consequences if you do not keep up with your obligations under the Mortgage?</b>	<b>9</b>
<b>Proceeding with your Mortgage Offer.</b>	<b>10</b>
Our right to withdraw the Mortgage Offer	10
Cancelling your Mortgage Application	10
Accepting your Mortgage Offer	10
Releasing the money	10
<b>Complaints.</b>	<b>11</b>

# INTRODUCTION.

We have provided this Customer Information Booklet with your Mortgage Offer to help explain the Mortgage Offer and how your Mortgage will work. It does not form part of your Agreement with us. Please read through this booklet before signing your Mortgage Deed and keep it with your mortgage documents to refer to in the future.

You should also have received our General Mortgage Conditions, the Tariff of Mortgage Charges and Mortgage Deed which together with the Mortgage Offer make up the terms of the Agreement between us. We can only change the terms of this Agreement if we agree the change with you or for the limited reasons set out in Condition 1.2 of the General Mortgage Conditions.

You should already have received a Summary Privacy Notice with information on how we, credit reference agencies and fraud prevention agencies use your personal data and on your data protection rights.

**If you have not received any of these documents, do not understand them or have any questions please let us know. Your Mortgage Broker or legal adviser will also be able to help explain them to you.**

The Mortgage Offer is likely to be in a very similar format to any Mortgage Illustration that you have received and is split into different sections. At the end of the offer is a section called 'Offer Conditions' which includes conditions that must be met before we proceed with the Mortgage and conditions which supplement or amend the General Mortgage Conditions and apply throughout the term of the Mortgage.

## ABOUT PRECISE.

Precise Mortgages is a trading name of Charter Court Financial Services Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register Firm Reference Number is 494549. You can check the Financial Services Register by visiting the Financial Conduct Authority's (FCA) website [fca.org.uk/firms/systems-reporting/register](http://fca.org.uk/firms/systems-reporting/register) or by contacting them on **0800 111 6768**.

Precise Mortgages is a member of the Finance and Leasing Association (FLA) and follows the FLA Lending Code which applies to loans secured by a second mortgage on your home. Copies of the FLA Lending Code are available from Precise, 2 Charter Court, Broadlands, Wolverhampton WV10 6TD or visit the Finance & Leasing Association website at [www.fla.org.uk](http://www.fla.org.uk).

In this booklet, 'we', 'our' and 'us' means Charter Court Financial Services Limited and anyone to whom we transfer the lender's rights under the Mortgage Deed.

Like other lenders we reserve the right to transfer or assign your Mortgage to another company. This means that for example we may in our discretion "sell" the Mortgage by transferring or assigning our rights under it without your consent. When you complete your Mortgage you agree that we may do this without giving notice to you.

## HOW YOUR MORTGAGE IS REGULATED.

This booklet covers mortgages where the property, which is security for the loan is lived in by you (owner occupier), where you will not live in the property and will let it (buy to let) or where you are refurbishing a property (investment property loan).

Investment property loans and buy to let mortgages are not regulated by the FCA and will be unregulated unless they are 'consumer buy to let'. A buy to let mortgage will not normally be classed as 'consumer buy to let' unless you only have one buy to let property and didn't purchase that property to let (e.g. you inherited it or originally purchased it to live in). 'Consumer buy to let' mortgages are subject to the requirements of the Mortgage Credit Directive Order (the Order) which is supervised by the FCA.

If you have an investment property loan or buy to let mortgage that is not classed as 'consumer buy to let', we have included an Offer Condition in the Mortgage Offer explaining that as the Agreement is wholly or predominantly for the purpose of a business carried on or intended to be carried on by you, you will not have the benefit of the protection and remedies available under the Order or the Financial Services and Markets Act 2000. You agree to this by signing the Mortgage Deed.

## YOUR MORTGAGE BROKER.

In Section 2 of the Mortgage Offer we give details of the Mortgage Broker who sold you the Mortgage and indicate whether they gave advice and recommended that you take out the Mortgage or not. We are not responsible for any advice given or recommendation made by your Mortgage Broker.

The Mortgage Broker acts for you in connection with your mortgage application. We provide information about the progress of your application to them in writing, by telephone, fax, email or SMS message.

Section 8 of the Mortgage Offer should include details of the amount of any fees you have paid or will have to pay to the Mortgage Broker. If these have not been included, please let us know. In addition, in Section 13 of the Mortgage Offer we have set out details of how much we will pay for the introduction of the Mortgage to us and the name of the Mortgage Broker and any other persons who will receive part of that fee.

## CONTACT DETAILS.

Your Mortgage Broker's contact details are contained in Section 2 of the Mortgage Offer. Alternatively, to contact us, please phone:

**0800 131 3140**

if your  
**Mortgage has not  
yet completed.**

**0800 298 5714**

after your  
**Mortgage  
has completed.**

**0800 781 8558**

if you experience  
**difficulty meeting your  
Mortgage payments.**

We may monitor or record telephone calls to check that we have carried out your instructions correctly and to help improve our quality of service.

# YOUR MORTGAGE OFFER.

## You

We describe who we are making the Mortgage Offer to at the start of the Mortgage Offer. You will be named as the borrower in the Mortgage Deed.

## Joint Applicants

If you have applied for a Mortgage jointly with someone else, then each of you is individually and jointly responsible for all obligations in relation to the Mortgage. This means that as well as being responsible together, each of you is responsible individually in full for repayment of the loan.

Sometimes, you may not both benefit from taking out a Mortgage. For example, if the money is used to repay debts in one name, or to finance a business that only one of you owns. If this is the case, you should consider taking independent legal advice to ensure that the Mortgage is right for you.

We will accept information from either of you so if you are giving us information which is not your own, you must ensure that you have the consent of the other person to disclose it and for us to use it for the purposes of the Mortgage Application. We will share any information given to us about you, in connection with the application, with your joint applicant.

## Loan Amount

The amount you wish to borrow is set out in Section 3 of the Mortgage Offer. This shows the net amount you wish to borrow plus any fees that you wish to be added to the loan plus, where you have chosen for us to retain an amount to cover the monthly interest, the amount of Retained Interest that you wish to add to the Loan Amount.

## Duration of the Loan/Mortgage Term

In Section 3 of the Mortgage Offer, we set out the period of time you have to repay the loan.

## Repaying the Mortgage

Your mortgage is an Interest Only mortgage and this is confirmed in Section 3 of the Mortgage Offer. This means that each month you will make a payment of interest charged on your mortgage. At the end of the Mortgage Term, you will still owe the amount that you borrowed, and you need to repay this as a lump sum. You will need to have appropriate arrangements in place by the end of the Mortgage Term to repay the amount owed in full.

## The interest rate

In Section 4 of the Mortgage Offer, we set out the rate at which interest will be charged on the amount you owe to us. Interest is charged on the balance outstanding each day and added to your Mortgage on your Payment Date (Daily interest).

The interest rate on your Mortgage is fixed for the full term which means that your monthly payments will not change during the term.

## Monthly Payments

### Your regular monthly payments

Where you have chosen to make regular monthly payments to us we will collect these by Direct Debit from your bank account. The amount that we will collect each month is shown in your welcome letter. It is your responsibility to ensure that sufficient money is in your bank account when payments are called for. Your bank may charge you for the cost of returning our payment request and you will also incur costs with us if your account goes into arrears.

Where you have chosen for us to retain an amount to cover the monthly payments, we will deduct the agreed amount from your loan at completion and apply a proportionate part of it to the amount owed each month during the mortgage term to cover your monthly payments.

### When your regular monthly payments are due

The first monthly payment will normally be payable one month after we have sent the amount you have borrowed to our conveyancers (Completion). All subsequent payments will normally be payable on that same date in each subsequent month during the Mortgage Term. If your payment date is normally the 29th, 30th or 31st then in any month when such a date does not exist your payment date will be the last calendar day of that month.

If in any month the payment date is not a business day, we will collect the payment by Direct Debit on the next business day.

### The APR and APRC

If your buy to let mortgage has been classed as 'consumer buy to let' we have included at the end of the offer the Annual Percentage Rate of Charge (APRC). The APRC is very similar to the Annual Percentage Rate (APR) quoted in Section 5 of the Mortgage Offer. Although not calculated identically, both are provided to assist you in comparing mortgages and take account of the additional costs of the mortgage shown in Section 8 of the Mortgage Offer expressing the total cost of the loan as an annual percentage. We and other lenders make assumptions in calculating the APR and APRC.

### Payment difficulties

If you experience difficulty meeting your mortgage payments, you can contact us by writing to us at PO Box 6075 Wolverhampton WV10 6TD or you can call us on **0800 781 8558**. We have a team of experienced staff available to provide you with information and support. You can also find useful information on the Money Helper website at [moneyhelper.org.uk/en](http://moneyhelper.org.uk/en) or by calling **0800 138 7777**.

### Protection for loss of income

Your mortgage payments are not automatically protected in the event of accident, sickness or unemployment. You may wish to consider protecting yourself and your family against the risk of losing your income. If you are unable to work, you may experience difficulty repaying your Mortgage and risk losing your home.

Your Mortgage Broker may be able to help you arrange a policy which covers your mortgage payments if you lose your income. We cannot advise you on the suitability of any arrangements that you may make privately or through your Mortgage Broker.

## Fees and charges

In Section 8 of the Mortgage Offer, we set out details of fees that are payable and included in the APR quoted in Section 5 of the Mortgage Offer. We explain in Section 8 when the fees are payable, who they should be paid to, whether they have been paid and whether they are refundable.

In addition you will be responsible for paying:

- the fees listed in the Tariff of Mortgage Charges. The Tariff of Mortgage Charges sets out the amount of the fees and when they are payable. The amount of these fees and when we may charge them may change for any of the reasons set out in Condition 4 of the General Mortgage Conditions; and
- the reasonable costs, charges and fees which we reasonably incur in connection with the Agreement in the circumstances set out in Condition 21 of the General Mortgage Conditions. All such costs, charges and fees will be added to the amount you owe and we will charge interest on them at the interest rate from fourteen days after we asked for them to be paid.

## Paying off your Mortgage

You can repay your Mortgage early or at the end of the Mortgage Term.

Whichever you choose, we will make a charge to cover providing you with a written statement of the amount owing and for releasing our charge at the Land Registry. If we have your title deeds, we will also charge to cover the costs of releasing these to your conveyancer.

If you repay your Mortgage early, or if we enforce the Mortgage, you may also have to pay an Early Repayment Charge. The amount of Early Repayment Charges, if any, are set out in Section 10 of your Mortgage Offer.

If you wish to pay your Mortgage early, please let us know and we will send you a redemption statement.

## Overpayments

You cannot make lump sum or regular overpayments on this mortgage.

## Early repayment charges

In Section 10 of the Mortgage Offer, we explain any Early Repayment Charges that apply if you repay all or part of your Mortgage early. The Early Repayment Charge will be a percentage of the amount repaid and Section 10 of the Mortgage Offer will explain the amount of that percentage, the period it is payable for and give an example of how much would be payable on the amount repaid.

## Other features of your Mortgage

Section 12 of the Mortgage Offer will include details of any additional features that apply to your mortgage.

# THE PROPERTY WHICH WILL BE SECURITY FOR THE MORTGAGE.

At the front of the Mortgage Offer we describe the property that will be security for the Mortgage.

## Assessing the value of the property

We will arrange for a valuation to be carried out on the property to help us decide if the property is adequate security for the loan. The valuation must be provided by a valuer on our panel of approved independent valuers. We may use a valuation model to assess the current value of your property rather than carrying out a physical inspection of it. Your Credit Intermediary will tell you which method we are using.

If we do require a valuation to be carried out based on a physical inspection of the property, we will arrange a standard valuation. This is a report that the valuer carries out for our benefit only to confirm that the property is good security for the amount of loan that you asked for. The report provides basic information about the property and its condition and you will not be provided with a copy.

If you are purchasing a property, it is particularly important that you are fully aware of the condition of the property and understand if any repairs are required before you buy. Once you have purchased it, you have to maintain the property in good repair as a condition of the Mortgage and this can be expensive if major repairs are required. If you need more specific information on the condition of the property, please obtain an independent valuation or seek advice before you proceed with the purchase.

The valuer is not our agent for the purposes of any valuation or report and we accept no responsibility for the contents of any valuation or report. The report is not prepared for you and the valuer will not accept any responsibility to you for the report.

If we give you a mortgage, this does not mean that we are making any promises or guarantees about the value of the property, the reasonableness of any price you may have paid or are paying for it, the state or condition of the property or the accuracy of the report.

## Insuring the property

As a condition of your Mortgage, you must ensure that adequate insurance to cover loss and damage to the property is maintained throughout the Mortgage Term. This means that, amongst other things, you must pay your property insurance premiums on time.

### Maintaining cover

You must keep the property insured at all times and ensure that the amount insured keeps up with inflation. If you make alterations to the property (extensions, conservatories etc.) you will need our prior consent to those alterations and you must also keep your insurer up to date and increase the amount of cover.

You must pay all premiums to your insurer to prevent the policy lapsing. If you do find yourself without insurance cover, for whatever reason, you must ring us immediately.

### What you should cover

As a minimum this must equal the rebuilding cost in the valuation report if a valuation based on a physical inspection has been carried out. If we have used a valuation model and not carried out a physical inspection you will need to ensure you have adequate cover in place, as confirmed by your insurer. The policy should cover the following risks:

- fire, explosion, lightning, earthquake
- bursting, leaking or overflow of water tanks, pipes or apparatus
- storm or flood
- subsidence/heave or landslip
- impact by vehicles, trains, aircraft or animals
- riot, civil commotion, labour and political disturbances, vandalism and acts of malicious persons.

## The Conveyancers acting on the purchase or remortgage of the property

We will instruct a solicitor or other conveyancer to act for us to ensure that the property will be satisfactory security for our loan and that we have a charge over it. Except in Scotland, we will instruct the same conveyancer who is acting for you provided that they are on our panel. If you choose to instruct a conveyancer that is not on our panel, we will instruct a conveyancer from our panel to act for us.

You will be responsible for all the legal fees and disbursements including the fees of our conveyancer where you have instructed a different conveyancer to us.

# WHAT ARE THE CONSEQUENCES IF YOU DO NOT KEEP UP WITH YOUR OBLIGATIONS UNDER THE MORTGAGE?

We expect you to comply with all your obligations set out in the Agreement including the General Mortgage Conditions which include:

- making the required monthly payments on your loan on time.
- making and keeping to arrangements for repaying the capital outstanding at the end of the Mortgage Term.
- not letting the property (unless your loan is a buy to let Mortgage and we have agreed to you letting the property in the offer conditions).
- looking after the property and keeping it in a good state of repair.
- insuring the property using an appropriate policy.
- paying any costs and charges associated with the property for example any ground rent and service charge.

Where you fail to meet these (or other) obligations there may be additional costs for you where we have to carry out further work. As we have explained earlier you can find details of our fees and charges and our right to change them in our Tariff of Mortgage Charges and the General Mortgage Conditions.

In addition, you will have to pay any costs we pay for insurance and to third parties (e.g. solicitors, asset managers, receivers) that we may instruct to recover any money owed to us or protect our interest in the property.

We may also pay, on your behalf, any costs and charges associated with the property where you have failed to, and we reasonably consider it necessary to do so to protect our interest in the property. We will add these costs and charges to the amount you owe and which you have to repay to us.

If you fail to make your monthly payments then this information will be passed to credit reference agencies, which may impact on your and any guarantor's ability to take out further loans.

As a last resort, your home may be repossessed if you do not keep up with payments.

If your Mortgage is a buy to let Mortgage, we may also appoint a 'receiver' to collect rent, manage and potentially sell the property. The receiver acts as your agent and we are therefore not legally responsible for their actions.

Your obligations are set out in full in the Mortgage Deed, the Mortgage Offer, including the Offer Conditions, the General Mortgage Conditions and the Tariff of Mortgage Charges.

# PROCEEDING WITH YOUR MORTGAGE OFFER.

## Our right to withdraw the Mortgage Offer

Our Mortgage Offer is a binding offer valid until the date stated at the front of the Mortgage Offer. The Mortgage Offer is automatically withdrawn if we have not released the funds before this date.

Otherwise we can only withdraw the Mortgage Offer during this reflection period for one or more of the reasons in Condition 3.1 of the General Mortgage Conditions.

These include:

### Inaccurate Information

One of the reasons we can withdraw the Mortgage Offer is if any of the information you have given, or has been given to us on your behalf, is untrue, inaccurate or incomplete and we have used that information in deciding whether to provide the Mortgage Offer to you. Or if the loan has completed, we can demand immediate repayment of the loan in this situation.

It is important, therefore, that any information you give to us, whether provided personally by you or not, is true and accurate in all respects.

You should also be aware that it is an offence to knowingly make a false, inaccurate or misleading declaration when applying for a Mortgage. If you make such a declaration you may face criminal prosecution and/or civil action for recovery of any losses incurred by us. We will also record this and may pass this information to fraud prevention agencies and other organisations involved in crime and fraud prevention.

### Changes to Circumstances

Please keep us fully informed if your circumstances change. We will also be entitled to withdraw the Mortgage Offer if there has been a material change in your circumstances since the date of the Mortgage Offer which is likely to have a material impact on your ability to afford the Mortgage and had we been aware of the change we would not have provided the Mortgage Offer to you or would have provided it to you for a lower amount.

## Cancelling your Mortgage Application

You are free to cancel your Mortgage Application or decline the Mortgage Offer at any time, up until the money is sent to the conveyancer instructed to act for us. If you are considering doing this then please check Section 8 of the Mortgage Offer which will tell you whether any of the fees you have paid will be refundable.

After the money is released and your Mortgage account is opened, you cannot cancel your application but can pay back the loan at any time that you wish after you have made at least one monthly payment. You should check Section 10 of your Mortgage Offer for details of the fees and Early Repayment Charges that may apply if you decide to do this.

## Accepting your Mortgage Offer

You should check the Mortgage Offer carefully, and compare it with any Mortgage Illustration provided to you by your Mortgage Broker. If there is anything that you don't think is correct or is unclear then you need to ask us, your Mortgage Broker or your legal adviser.

You can accept the Mortgage Offer at anytime by signing the Mortgage Deed in the presence of a witness who should also sign the Mortgage Deed and provide the information requested. You should then send it to your conveyancer confirming to them that you wish to accept the Mortgage Offer.

The conveyancer acting for us, who may also be acting for you, will send to us a Certificate of Title. We will take receipt of that as confirmation that you accept the Mortgage Offer and wish to proceed with the Mortgage.

## Releasing the money

We will send the money to the conveyancer acting for us when they request it. This may be earlier than the date that your conveyancer completes your purchase, or sends the money to your previous lender to ensure that it is available when needed.

We will charge interest from the date that we send the money to the conveyancer.

# COMPLAINTS.

If you are unhappy with the service provided to you by Precise, you should tell us so we can fix it for you. Contact us on the numbers given at the start of this booklet and our staff will help you. If you remain unhappy with our response to your complaint, you have the right to refer it to the Financial Ombudsman Service [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Please ask for our leaflet 'Handling your complaints effectively', which explains our complaints procedure at any time.

If you have any complaints regarding the service provided by the Credit Intermediary you should contact them direct. Their details are in Section 11 of the Mortgage Offer.

**We can provide literature in large print, Braille and audio. Please let us know if you require an alternative format or any additional support with managing your account. You can contact us either by phone, in writing or visit [precisemortgages-customers.co.uk/existingcustomers/additional\\_support](https://www.precisemortgages-customers.co.uk/existingcustomers/additional_support) for more information.**

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