**Terms of Business**

[**Info@elitefundingsw.co.uk**](mailto:Info@elitefundingsw.co.uk)

**Bristol Mortgage Solutions** are an appointed introducer to 3 MC and Crystal FS who are 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 Services**

For commercial and non regulated **Mortgages and bridging loans** we use a panel of lenders 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 work with business partners IWOCA who provide unsecured loans for business clients.

We also work with 365 Finance who provide loans against merchant card machines. We work with Worldpay and Clover for pdq machines and payment solutions.

We offer bank account facilities via Tide Banking, Nationwide Building Society and other selected banks.

For **Non-investment protection contracts** we are an introductory business to Mortgageable or a suitably regulated financial firm who 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, critical illness**.**

For **general insurance contracts** we are introducing business to a panel intermediary and they will act on your behalf when recommending an insurer based on your demands and needs from a fair analysis of the market. The insurers they consider will be listed to you when they carry out their 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**.**

**The Costs of our Service**

**Mortgages regulated or unregulated**

We can charge a fee of up to 1% of the mortgage loan for advising and submitting your mortgage application. However the amount we will charge is detailed on page 4 of this document, headed Fee Agreement.

We will receive and retain 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.

Upfront non refundable fees

We charge £150 up front to take you on as a client. This is non refundable. We will carry out research to find the most appropriate provider. If it is on a non regulated basis Bristol Mortgage Solutions will look at providing the options.

If however it is a regulated loan like a house purchase it will be referred to a FCA regulated company like 3mc or Crystal FS . In certain cases we will pass it directly to your existing lender and they will advise you accordingly.

We are a specialist business advisor. Unlike a traditional broker we have extensive experience in providing business plans and business start up advice.

We charge an hourly fee for this advice of £150.

Property sellers

We can also help sell your property or business through our network of clients and agents all over Europe

Adf Industries ltd

[Propertymatterselite@gmail.com](mailto:Propertymatterselite@gmail.com)

Bristol Mortgage Solutions

[Samantha@samanthaquinn.uk](mailto:Samantha@samanthaquinn.uk)

**Refund of fees**

Please note our fee will still be charged should the lender reject your decision in principle or 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.

**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.

**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.

**Complaints**

If you wish to register a complaint, please write to the Data Control officer ,Bristol Mortgage Solutions 75 Nags Head Hill Bristol BS5 8LP.

Email [Propertymatterselite@gmail.com](mailto:Propertymatterselite@gmail.com)

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](http://www.financial-ombudsman.org.uk)  or by contacting themon0800 023 4567. Regulated only.

**Compensation 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 regulated advice only.

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/Northern Ireland and the parties shall submit to the exclusive jurisdiction of the English/Scottish/Northern Ireland Courts.

**Force Majeure**

Bristol **Mortgage Solutions** 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.

**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/Our preferred method of paying these costs is (please tick as appropriate);



**By direct payment**

**We can take payment by bank transfer or iwoca pay**



(where possible) **By inclusion on the mortgage loan**

*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 l Name ....................................................

Client Signature .....................................................

Dated .....................................................

Client Name ....................................................

Client Signature .....................................................

Dated .....................................................

**FEE AGREEMENT – ARRANGING LOAN**

This agreement is supplementary to theAbout our Services and Costs and sets out the basis on which we charge for our services when arranging secured credit or loan facilities (‘the loan’).

In consideration of obtaining for you an offer of advance for the loan, you will pay us a fee equal to:

A total fee of **£1000 which equates to …….……....% of the loan amount** for arranging the mortgage/product for (insert property address) ……………………………any property ………………………………………………………………………………………………

The fee will be payable as follows

| **Description** | **Fee Due** | **Amount (complete amount as appropriate or N/A)** |
| --- | --- | --- |
| Conducting research, reviewing individual circumstances and providing advice | Prior to decision in principle | £150 minimum |
| Submitting a decision in principle to the lender | Upon submission of decision in principle to the lender | Tba |
| Providing advice, submission of mortgage application to the lender | Upon submission of mortgage application to the lender | £ |
| Post application administration and obtaining mortgage offer | Upon receipt of Mortgage offer | £1000 Bristol Mortgage Solutions |
| **Total fee charged** | | £1000 |
|  | |

If we charge you a fee and your mortgage does not go ahead, you will receive:

* **No refund if you decide not to proceed.**

Client 1 Name ..................................................

Client Signature .....................................................

Date .........................

Client 2 Name ....................................................

Client Signature .....................................................

Date

... ..............…………………………...

Signed on behalf of firm Andrew Forsey

Bristol Mortgage Solutions

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Andrew Forsey pfs cemap

Adf Industries ltd. Ico registered Andrew Forsey pfs cemap.