

# **ABOUT YOUR MORTGAGE.**

**Customer options**

0800 298 5714

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

# **PRECISE.**

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# 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, all of 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.

Unless you have a buy to let mortgage, we also enclose a Mortgage Illustration to ensure that you have received one which reflects the terms of the Mortgage Offer. You should already have received this from your Mortgage Broker, who should also have explained the key terms of the Mortgage to you.

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 in a very similar format to the Mortgage Illustration that you will 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 that 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**.

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.

## 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. Therefore, where Section 2 states 'We recommend' or 'We are not recommending', it is referring to the Mortgage Broker recommending or not recommending a particular mortgage for you.

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 4 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 or any other firm in connection with the Mortgage. If these have not been included, please let us know. In addition, in Section 2 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.

## BUY TO LET.

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

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 a 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. You agree to this by signing the Mortgage Deed.

## CONTACT DETAILS.

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

**0330 041 5499**

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, together with any fees that you have decided to add to the loan.

## 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 (the Mortgage Term).

## Repaying the Mortgage

In Section 3 of the Mortgage Offer, we set out the repayment type you have chosen and whether you have chosen the Repayment, Interest Only or Part and Part option to repay your Mortgage.

### Repayment option

If you have chosen the Repayment option for all or part of your Mortgage, you pay off some of the amount borrowed every month, together with a payment of interest charged on your Mortgage. This means that your Mortgage balance will reduce every month and by the end of the Mortgage Term, your loan, or the part of it on the Repayment option, will be repaid. Your final Monthly Payment may be slightly higher or lower than other Monthly Payments, as the amount of interest charged each month varies but your Monthly Payment doesn't.

### Interest Only option

If your Mortgage, or part of it, is Interest Only, your monthly payment only covers a payment of interest

charged on your Mortgage, or the part of it which is Interest Only. At the end of the Mortgage Term, you will still owe the amount that you borrowed on an Interest Only basis, and you need to repay this as a lump sum. The amount of interest charged each month varies and because your Monthly Payment doesn't, the amount you owe at the end of the Mortgage Term may be slightly higher or lower than the amount you borrowed.

You will need to ensure that you have a separate savings plan in place to repay the amount borrowed on an Interest Only basis at the end of the Mortgage Term. You should check regularly throughout the Mortgage Term that the performance of the savings plan is likely to be adequate to repay the amount you have borrowed on an Interest Only basis at the end of the Mortgage Term.

However, if you don't keep to the terms of the Mortgage or make your payments on a day other than your payment date, then:

- if you have chosen the Repayment option, there is likely to be a balance outstanding at the end of the Mortgage Term that you will need to pay as lump sum payment; or
- if you have chosen the Interest Only option, the amount that you have to repay at the end of the Mortgage Term is likely to be more than you originally borrowed.

### Part and Part option

If you have chosen the Part and Part option, the Repayment option applies to that part of your mortgage and the Interest Only option to the other part.

## The interest rate

In Section 3 of the Mortgage Offer we explain the interest rate type:

- whether the interest rate is fixed for any part of the Mortgage Term and
- when the interest rate is variable, how the variable rate is set, and how and when that variable rate will change.

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. Where the rate of the interest is variable this is the current rate and it may change as set out in Section 3.

Interest is charged on the balance outstanding each day and added to your Mortgage on your Payment Date (Daily Interest). Please note that overpayments which have not been treated as Capital Repayments will not reduce the balance on which interest is charged. See Sections 8 and 9 of the Mortgage Offer and the Overpayments section below for your options on making Capital Repayments.

## Monthly Payments

### Your payment date

The first monthly payment will normally be payable one month after 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 day of the month, then when such a date does not exist, your payment date will be the last calendar day of that month. We will collect your monthly payments by Direct Debit from your bank account on each payment date. 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.

For example:

- Your mortgage completes on the 15th January. Your first monthly payment will be payable on the 15th February and all subsequent monthly payments will be payable on the 15th of each month. We collect payments by Direct Debit on the 15th of each month, or if that is not a business day, the next business day.
- Your mortgage completes on the 31st July. Your first monthly payment will be payable on the 31st August and all subsequent monthly payments will normally be payable on the 31st of each month. However, in April, June, September and November, they will be payable on the 30th of that month, and in February, they will be payable on the 28th that month (29th in a leap year). We collect payments by Direct Debit on those dates, or if those dates are not a working day the next business day.

We will send you a Welcome Letter when your Mortgage completes, and confirm the date and amount of the first payment.

### Changing Your Payment Date

If you want to change your Payment Date then you may ask us to do this at any time after you have made your first Monthly Payment. We may agree to this if we are satisfied:

- that your request is not an indicator of you being unable to make your Monthly Payments;
- there is no month (being the period between each payment date) in which a monthly payment is not made; and
- you make a payment of interest for the additional period between the last Payment Date before the change and your next Payment Date.

### The Number and Amount of Monthly Payments

We will collect your regular monthly repayments by Direct Debit from your bank account.

In Section 5 and 6 of the Mortgage Offer, we set out the number and amount of monthly payments that you will need to pay assuming that the rate of interest doesn't change and the Mortgage starts on the date stated. The actual number and amount of monthly payments you are required to pay may be different for example because your Mortgage starts on a different date or we change the monthly payments for one of the reasons in Condition 17 of the General Mortgage Conditions.

The reasons we can change the monthly payment include if there is a change to the rate of interest (before or after the Mortgage starts), or a change to cover any expenses, costs and charges that are added to the amount you owe.

We will tell you the exact amount of your monthly payment in your Welcome Letter and any subsequent changes 10 business days in advance of the change taking effect. 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 in accordance with our Tariff of Mortgage Charges.

### The APRC, illustrative repayment table and illustrating how your monthly payments could be affected by a change to interest rates

If the interest rate is variable then the monthly payments shown in the Mortgage Offer could be considerably different if interest rates change. We illustrate the impact of this by showing:

- in Section 4 of the Mortgage Offer the Annual Percentage Rate of Charge (APRC) and how that could increase if the interest rate rose to the amount stated. The APRC is the total cost of the loan expressed as an annual percentage. The APRC is provided to assist you in comparing mortgages and takes account of the additional costs of the Mortgage shown in Section 4 of the Mortgage Offer. We and other lenders make assumptions in calculating the APRC.
- In Section 6 of the Mortgage Offer, how much your monthly payments could increase by if the interest rate increased to the interest rates stated in that section.

We include an illustrative repayment table in the Mortgage Illustration if the rate of interest is fixed for the Mortgage Term. This table is for illustrative purposes only; the exact amount of outstanding capital will be different in practice because the amount of interest to be paid per installment will vary depending on the number of days in that month.

### 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 MoneyHelper website at [www.moneyhelper.org.uk/en](http://www.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 4 of the Mortgage Offer, we set out details of fees that are payable and included in the APRC quoted in Section 4 of the Mortgage Offer. We explain in Section 4 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 that 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 14 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 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 are free to make additional payments on your Mortgage.

These will not change your Monthly Payments unless you ask us to do this.

Additional payments will not be Capital Repayments reducing the balance on which we charge interest, unless:

- you ask us to do this;
- the additional payment exceeds £1,000; or
- there are accumulated additional payments in excess of £1,000.

An Early Repayment Charge will be payable on any Capital Repayments made during the period that Early Repayment Charges apply unless your Mortgage Offer states otherwise.

See Section 8 of the Mortgage Offer for more information on Early Repayment Charges and Section 9 for details of whether you can make any Capital Repayments without having to pay an Early Repayment Charge and the conditions that apply.

## Early Repayment Charges

In Section 8 of the Mortgage Offer, we explain the 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 8 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 9 of the Mortgage Offer will include details of any additional features that apply to your Mortgage.

### Payment Holidays

You are not allowed to take 'payment holidays' under the terms of the Agreement, which requires you to make consecutive Monthly Payments. If you do not make a payment when it falls due, you will have to pay a fee in accordance with our Tariff of Mortgage Charges.

### Moving House

If you sell the property that is security for the Mortgage, you will have to repay the Mortgage on completion of your sale. You may be able to arrange a new loan with us on your new property.

### Additional Borrowing

You will not be able to borrow additional funds from us.

## What are the consequences if you do not keep up with your obligations under the Mortgage?

In Section 12 of the Mortgage Offer, we explain the consequences if you fail to comply with all your obligations set out in the Agreement.

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.

## Other mortgages you have with us

When you give us a Mortgage over your property as security for a loan we make to you, under the General Mortgage Conditions, that security relates not only to all the money which you owe us in relation to that loan, but also to any other money you owe us under any loan we may have made to you in the past, or may make to you in the future. This means that if you are in breach of the General Mortgage Conditions, we have the right to recover the money you owe us by selling any of the properties charged to us. It also means that we may refuse to release our charge over any property charged to us unless all sums owing to us are repaid.

# THE PROPERTY WHICH WILL BE SECURITY FOR THE MORTGAGE.

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

## Value of the property

We have assessed the value of the Property based on an Automated Valuation Model (AVM) to satisfy us that the Property provides sufficient security for our lending purposes. The AVM is not equivalent to a formal valuation or inspection report of the Property and you should not rely on the AVM as a definitive assessment of the current value of the Property. Therefore, you may wish to arrange for a surveyor to inspect the Property to assess its current market value for your own purposes.

The fact that we may make any loan 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 and cover the following risks:

- fire, explosion, lightning, earthquake
- bursting, leaking or overflow of watertanks, 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 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. We will normally 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 and we have agreed to pay for the standard legal work required to remortgage your property to Precise Mortgages, we will instruct a conveyancer from our panel to act for us.

Except where we have agreed to pay for the standard legal work required to remortgage your property to Precise Mortgages, 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 and you should obtain from our and your conveyancer details of the fees and disbursements they will charge. As we do not know the amount of these fees and disbursements, they are not included in the APRC or the other costs listed in Section 4 of the Mortgage Offer.

We will only pay for the standard legal work required to remortgage your property to Precise Mortgages if we have agreed to this in Section 4 of the Mortgage Offer. That section 4 also explains the limits on the costs we agree to pay and when you will be responsible for the legal fees and disbursements.

# 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 that 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 completion of the Mortgage. If you are considering doing this then please check Section 4 of the Mortgage Offer, which will tell you whether any of the fees you have paid will be refundable.

After completion and your Mortgage account is opened, you cannot cancel your application but can pay back the loan at any time that you wish. You should check Section 8 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 the 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 any time 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 confirm to us that you accept the Mortgage Offer and wish to proceed with the Mortgage.

# 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 Mortgage Broker 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://precisemortgages-customers.co.uk/existingcustomers/additional_support) for more information.**

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