

Terms of Business

This document should be read and acted upon only in conjunction with all other literature issued by the firm including the firms IDD. Mortgage applicants must disclose all present credit arrangements and all other financial commitments they may have (e.g. child maintenance etc) and advise of any adverse debt / payments history which may adversely affect the outcome of any formal mortgage application. First mortgage should be immediately advised of any change in the applicants circumstances (e.g. change of employment, salary etc) that would have an impact on the application. Applicants must discharge themselves from any present mortgage before a new mortgage can be released unless they have written permission from both their existing lender and their new lender to the contrary.

Client Responsibilities Regarding The Lenders Formal Offer Of Mortgage Loan

This document provides an in principal confirmation of the applicants suitability for mortgage lending purposes based on the information provided by the named applicants being confirmed in references etc. However, this document does not constitute a formal offer of loan which will be issued by the chosen lenders following a successful application. When you receive a formal offer of mortgage loan please read the terms and conditions very carefully. Once the mortgage offer has been signed and returned to the lenders it will be assumed that all the terms and conditions contained within have been fully read and understood by the applicant/s and are therefore entirely suitable for them even if these do not match with the original quote provided or mortgage applied for. Although it is common industry practice for many people to offer for property based on an in principal lending proposition prior to formally applying for a mortgage, all applicants who offer for property are advised to instruct their solicitors NOT to complete the final missives on any home purchase or submit themselves to this or any other financial commitment related to their mortgage application until an acceptable detailed formal offer of loan specific to the property in question has been issued and then signed and returned by the applicant to the lender as first mortgage shop / first mortgage direct will not be held liable whatsoever for any direct or consequential losses incurred by the applicant should there be any delay and / or non issue of a formal offer of loan. Once received, the applicant must take extra special care to read and fully understand the terms and conditions of the lenders formal offer of loan and if in any doubt about the offer of loan should immediately consult with their first mortgage advisor to ensure that this is exactly what they require. In keeping with standard industry practice, once the formal mortgage application has been completed, first mortgage shop/first mortgage direct and/or the applicants chosen lender are entitled to decline or offer alternative mortgage facilities at their sole discretion.

Mortgage Affordability

Although first mortgage may provide help in your decision as to whether you can afford any mortgage arranged through us, it will always remain the clients sole / final responsibility to decide whether they can afford both the initial and long term mortgage costs, taking into full account the rise and fall of interest rates in the market place and / or the impact of any discounted or fixed rate period expiring. The client should therefore work out their net disposable income after all existing debts and commitments have been paid including the proposed mortgage payments, insurances, food, entertainment / hobbies, travel and utilities etc to establish their ability to repay the long term rate on any mortgage arranged through first mortgage. Only after having completed this exercise and then being absolutely sure of your ability to meet the regular long term mortgage payments should you, the applicant, sign any mortgage offer of loan arranged through first mortgage. Although first mortgage may provide help for you to decide if you

can afford said mortgage, First Mortgage will not be liable for any losses that could result should your sole decision as to your ability to afford the mortgage prove incorrect.

Mortgages Past Retirement

First mortgage shop / first mortgage direct take the view that it is most unlikely to be beneficial for any mortgage applicant to take a mortgage past their known retirement date due to the difficulties likely to be encountered in affording the repayments on a pension when the applicants income can be expected to drop. Although first mortgage may be able to arrange mortgages past retirement this is not to be interpreted as a recommendation for the client to take up such an offer, with any applicant who chooses to take their mortgage past retirement doing so entirely at their own volition and financial risk with first mortgage shop / first mortgage direct taking no responsibility for the applicants decision in this respect.

Our 'Best In Market' mortgage promise. Get a FREE home buying legal service if you can find a better rate.

As Scotland's leading mortgage advisor, with an unbeatable choice of top High Street lender, we promise to search the market to find you the very best mortgage from the many hundreds of products available to us. In fact, we're so confident of the advice we provide that, should you be offered a better advised mortgage, we'll happily complete your purchase on a FREE legal fee basis using your preferred choice of lender. Mind you, we don't intend making it easy for you to collect, with a whole of market service that simply won't be beaten. Full details of this special money saving promise below.

Terms and conditions of our 'Best In Market' mortgage promise.

This promise is offered exclusively to First Mortgage home purchase clients who receive a better mortgage offer from another lender (on a like for like product basis) than the mortgage offer already issued by the First Mortgage applied for lender. Any alternative mortgage offer subsequently received by our client must be sent to the branch / advisor by recorded delivery at least 10 days prior to entry date (or handed in with receipt given within the same time frame). The offer must show both a lower initial and long term interest rate where applicable, (for example, when the mortgage has a discounted fixed rate for the first two years then reverts to a variable rate for the remainder of the term). On receipt of this alternative mortgage offer, First Mortgage will happily complete the home purchase on a FREE legal fee basis using the clients new preferred choice of lender. This offer is made providing the original purchase legal work was started by, and is then subsequently completed by one of our Property Law Centre solicitors. It is a requirement of this promise that the client have completed all of their insurance arrangements through First Mortgage at the time our lenders mortgage application was completed. This promise is provided exclusively on mortgage products openly available to both the general public and equivalent mortgage intermediary alike. The free legal services offer does not include statutory / required outlays such as Stamp Duty, Recording Dues etc which will still be required to be paid by the client.



Your home may be repossessed if you do not keep up repayments on your mortgage.