



# about our mortgage services

Capital Place  
3 London Wall Buildings  
KNBC 7<sup>th</sup> Floor  
London  
EC2M 5PD  
02034755562

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## 1. The Financial Conduct Authority (FCA)

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The FCA is the independent watchdog that regulates financial services. This document is designed by the FCA to be given to consumers considering buying certain financial products. You need to read this important document. It explains the service you are being offered and how you will pay for it.

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## 2. Whose mortgages do we offer?

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- ✓ We offer mortgages from the whole market including second charge loans, but not deals only available direct through a lender.  
We offer mortgages from a restricted market of first charge loans only and not deals only available direct through a lender.  
We only offer mortgages from a limited number of lenders.  
We only offer mortgages from a single lender.
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## 3. Which service will we provide you with?

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- ✓ We will advise and make a recommendation for you after we have assessed your needs.  
You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of mortgages that we will provide details on. You will then need to make your own choice about how to proceed.
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## 4. What will you have to pay us for this service?

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- No fee. We will be paid by commission from the lender.
- ✓ A fee of £295 will be payable on application for your mortgage.  
We will also be paid commission from the lender.
- A fee of £295 will be payable upon submission of your application to the lender and a fee of 0.5% of the mortgage loan payable upon completion of your mortgage. For example, on a mortgage of £100,000 our fee would be £295 on application plus £500 on completion. We will also be paid commission from the lender.

You will receive a key facts illustration when considering a particular mortgage, which will tell you about any fees relating to it.

### **Refund of fees**

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

A full refund if the lender rejects your application.

✓ No refund.

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### **5. Who regulates us?**

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Capital Place Ltd, 3 London Wall Buildings KNBC 7<sup>th</sup> Floor, City of London, England, EC2M 5D is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 779295.

Capital Place Ltd permitted business is advising on and arranging Mortgages & Non-Investment insurance contracts

You can check this on the FCA's Register by visiting the FCA's website - <https://register.fca.org> or by contacting the FCA on 0800 111 6768

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### **6. What to do if you have a complaint**

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If you wish to register a complaint, please contact us:

In writing: Write to The Compliance Officer, 3 London Wall Buildings, KNBC 7<sup>th</sup> Floor, City of London, England EC2M 5PD.

By phone: Telephone 0203 475 55 62.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

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### **7. Are we covered by the Financial Services Compensation Scheme (FSCS)?**

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We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Mortgage advising and arranging is covered up to a maximum limit of £50,000

Further information about compensation scheme arrangements is available from the FSCS.

## **TERMS OF BUSINESS**

Capital Place Ltd ("the Company") is authorised and regulated by the Financial Conduct Authority (FCA) as a Mortgage and Non-investment Insurance Intermediary. The Company, its Advisers and Appointed Representatives offer impartial advice and arrange Mortgages and related, Non-Investment, Life and General Insurance.

### **Our Services**

The Company offers mortgages and other home finance products from the whole market and a full advice and recommendation service so that You have an informed choice of Your mortgage and related insurances.

### **The Scope of our Services**

The Company and its Advisers will advise and make recommendations for You after they have obtained, recorded and assessed Your needs. Any advice given or recommendations made will consider Your stated objectives/needs, your appreciation of mortgage risk and any restrictions You place on the type of mortgage or related home finance/insurance products.

### **Instructions from You**

The Company normally asks You to give written instructions in order to avoid possible disputes. The Company will, however, accept Your oral instructions, provided they are confirmed in writing.

The Company may prior to acting on Your behalf require production of adequate evidence of Your identity/residence. You hereby agree to provide such evidence on request or for us to obtain this via electronic means.

The Company's authority to act on Your behalf may be terminated at any time without penalty and without prejudice to the completion of transactions already initiated, by either party giving immediate notice in writing to that effect to the other. Transactions in progress at the time of termination shall be processed to completion as if the termination had not taken place, unless specifically aborted by you in writing.

### **Conflicting Interests**

The Company offers impartial advice but occasions can arise when it, or one of its Advisers or another client, will have some form of interest in business, which the Company is transacting for You. If this happens, or the Company becomes aware that its interests or those of one of its Advisers or other clients, conflict with Your interests, the Company will inform You in writing and will obtain Your consent before carrying out Your instructions.

### **Fees & Charges**

Arranging a mortgage or other home finance product for You may involve Arrangement, Booking, and Valuation fees and the payment of commission (Procurator fee) to the Company by the relevant lender/product provider. You should refer to the Key Facts Illustration for details of all costs and charges associated with any recommended mortgage.

We will agree with You how we will be remunerated at the initial meeting. Our scope of services is confirmed in the "Key facts about our services" document. All fees and commissions applicable will be disclosed to You in the Suitability Report.

### **Client Money**

**THE COMPANY DOES NOT HANDLE CLIENT MONEY OR ASSETS.** The Company never accepts cheques made out to the Company/Advisers (unless it is in settlement of Broker Fees, which have been invoiced) or handles cash. All cheques for premiums or any mortgage/home finance/insurance related payments must be made payable to the product provider/lender/insurer.

### **Documentation and Information**

The Company will forward to You all documents concerning the matters they have arranged for You as soon as practicable after they receive them. Where a number of documents relating to a series of transactions is involved, the Company will normally hold each document until the series is complete, then forward them to You.

The Company may, in appropriate circumstances, place Your mortgage related insurance business through another authorised broker, arrange for You to deal directly with the relevant Insurer, or make special arrangements with a particular Insurer concerning the issue of policies or the handling of claims. In such circumstances, the Company will advise You accordingly.

The Company will also provide You with information relevant to Your mortgage/home finance/insurance needs, covering such items as an explanation of the main repayment methods and the implications of taking out a mortgage. All advice given and recommendations made, including the underlying reasoning will be confirmed to You in a Suitability Report.

*It should be noted that it is your duty to report all information that could be considered a material fact in relation to the insurance contract you have proposed. In addition, you should read carefully the policy wording (once received) and familiarise yourself with any further requirements to inform the insurer about a fact that might have an effect on the policy in the future. Failure to disclose such material facts may render the insurance invalid and will therefore not provide the cover you expect.*

### **Record Keeping**

The Company keeps records of all business transacted on Your behalf for at least six years.

You or Your agent may inspect any information relating to Your transactions. The Company treats all client records as confidential and reserves the right to provide copies of Your records only, rather than allow access to the records containing information on other clients. Any personal or financial information which You provide will be stored and used by the Company (the data controller), Your Adviser to set up, advise on and service Your mortgage, home finance and related insurance arrangements. The Company may disclose this information to third parties for these purposes or where required to do so by law. By accepting this document, you consent to such storage/use.

The Company may, from time to time, contact You in relation to products or services they believe may be of interest to You, unless You specifically instruct the Company not to do so.

### **Complaints, Claims and Client Classification**

If You wish to register a complaint or make a claim about the service You have received from the Company, please refer to clauses 6 & 7 of our Initial Disclosure Document supplied:

The Company's Complaints Procedure (copy of which is available on request) is without prejudice to the client's rights to lodge a formal complaint with the Financial Ombudsman Service.

Customers (Clients) to whom these Terms apply are classified under the FCA Rules as "Retail" and "Commercial" customers for General Insurance business. Clients classified as "Commercial" customers will normally have lesser rights to information disclosure, complaints and compensation than those classified as "Retail" customers.

**You should note, at all times that, YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE. BUY TO LET (PURE) AND COMMERCIAL MORTGAGES ARE NOT REGULATED BY THE FCA.**

# Privacy Notice

## **Your Personal Data – what is it?**

Personal Data relates to a living individual who can be identified from that data. Identification can be by the information alone or in conjunction with any other information in the Data Controller's possession or likely to come into such possession. The processing of Personal Data is governed by the General Data Protection Regulation 2016/679. (the "GDPR").

## **Who are 'we'?**

Capital Place is the Data Controller ("we", "us"). This means they decide how your Personal Data is processed and for what purposes.

## **How do we process your Personal Data?**

We comply with our obligations under the GDPR by keeping Personal Data up to date; by storing and destroying it securely; by not collecting or retaining excessive amounts of data; by protecting Personal Data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to protect Personal Data.

We use your Personal Data for the following purposes:

- To provide our advice and implementation service in respect of financial products, such as mortgages and life assurance.
- To keep in contact with our clients about products and services which we believe may be of value to them.
- To inform people of our business and its activities.

## **What is the legal basis for processing your Personal Data?**

Article 6 Processing

- Consent of the Data Subject; where we are marketing to the public. (needs to be an opt in method)
- Processing is necessary for the performance of a contract with the Data Subject or to take steps to enter into a contract; where we have been engaged to provide financial services.

Article 9 Processing

- Explicit consent of the Data Subject; where we wish to tell people about events, news, services
- Processing is necessary for the establishment, exercise or defence of legal claims or where courts are acting in their judicial capacity.

## **Sharing your Personal Data**

Your Personal Data will be treated as strictly confidential, and will be shared only within Capital Place and providers of financial service products, third-party data storage providers and legal or regulatory authorities if obliged to do so.

We keep your Personal Data for no longer than reasonably necessary and we only retain your data for servicing the financial services provided where agreed and in case of any legal claims and for regulatory purposes.

## **Your rights and your Personal Data**

Unless subject to an exemption under the GDPR, you have the following rights with respect to your Personal Data:

- The right to request a copy of your Personal Data which we hold about you;
- The right to request that we correct any Personal Data if it is found to be inaccurate or out of date;

- The right to request your Personal Data is erased where it is no longer necessary for us to retain such data;
- The right to withdraw your consent to the processing at any time;
- The right to request that the Data Controller provide the Data Subject with his/her Personal Data and where possible, to transmit that data directly to another Data Controller;
- The right, where there is a dispute in relation to the accuracy or processing of your Personal Data, to request a restriction is placed on further processing;
- The right to object to the processing of Personal Data;
- The right to lodge a complaint with the Information Commissioners Office.

### **Further processing**

If we wish to use your Personal Data for a new purpose, not covered by this Data Protection Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions. Where and whenever necessary, we will seek your prior consent to the new processing.

### **Contact Details**

Capital Place, 3 London Wall Buildings, KNBC 7<sup>th</sup> Floor, London, EC2M 5PD

You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire. SK9 5AF.

### **Consent**

By signing this form, you are confirming that you have read this Data Protection Notice and that you are consenting to Capital Place holding and processing your Personal Data for the following purposes.

Please tick the boxes where you are happy to grant consent:

- To keep you informed about news, events, activities and services;
- To send you offers of other products and services that we offer.

I consent to be contacted: by email  by text  by post  by phone

You can grant consent to all the purposes; one of the purposes or none of the purposes. Where you do not grant consent, we will not be able to use your Personal Data for marketing purposes but may process the data in certain limited situations, such as where required to do so by law or to protect members of the public from serious harm.

If you do grant consent, please note you can withdraw your consent to all or any one of the above purposes at any time by contacting the Data Controller. Please note that all processing of your Personal Data will cease once you have withdrawn consent but this will not affect any Personal Data that has already been processed prior to this point.

Applicant 1

Applicant 2

Signed

Print name

Date