



## TERMS OF BUSINESS

### Mortgage Goldmine

Mortgage Goldmine does not offer advice. Mortgage Goldmine arranges non-investment insurance contracts, and mortgages on an execution-only basis. Some organisations may refuse to deal with an execution-only brokerage; under this circumstance we regret that we may not be able to process your request under Mortgage Goldmine service.

### EXECUTION-ONLY TERMS AND CONDITIONS OF BUSINESS

Mortgage Goldmine is authorised and regulated by the Financial Services Authority to arrange non-Investment insurance and mortgages for all client types. Mortgage Goldmine does not produce the products. For non-investment insurance we provide information from a range of insurance companies. We are not contractually obliged to act in this way. The client can request a copy of the list of insurance undertakings that Mortgage Goldmine deals with in relation to any contract provided. Mortgage Goldmine is bound by the Financial Services Authority's rules. However, certain types of mortgage transaction, including many buy-to-let mortgages, are not regulated by the Financial Services Authority.

#### The following Terms and Conditions of Business will apply to services supplied:

1. Mortgage Goldmine reserves the right to refuse to conduct business with any particular client at the sole discretion of the company and is not required to supply any information as to the reason.
2. Mortgage Goldmine does not offer advice or recommendations to clients but arranges deals on behalf of clients on an execution-only or execution-only direct offer basis.
3. Execution-only and execution-only direct offer transactions are carried out on the instructions of the client and Mortgage Goldmine has not given advice nor exercised any judgement on the client's behalf as to the merits, risks, tax consequences, or suitability of the transaction for the client and Mortgage Goldmine has no intention of providing any advice. If the client has any doubt as to the suitability of a product or service, the client should seek a personal recommendation from an authorised and regulated adviser.
4. For non-investment insurance, clients should pay particular attention to the section of the policy summary or Key Features on significant or unusual exclusions or limitations.
5. Mortgage Goldmine does not handle clients' money. Mortgage Goldmine never accepts a cheque made out to Mortgage Goldmine (unless it is a cheque in settlement of charges or disbursements for which the client has received a bill) or cash. Payments, if any, should be

Registered in England, **Company Registration No:** 6480500. Mortgage Goldmine is a trading name of Talking Direct Limited which is directly authorised and regulated by the Financial Services Authority for regulated mortgage and insurance business only. Our FSA register ([www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/)) reference number is 479968.

**Registered Office:** Crown House, 72 Downton Avenue, London, SW2 3TS, United Kingdom

**VAT No:** 947265492, **Data Protection Registration No:** Z1192279, **Consumer Credit Licence No:** 613476

made to the relevant product provider in accordance with the product provider's instructions.

6. Mortgage Goldmine may have a material interest or conflict of interest relating to transactions arranged. Mortgage Goldmine manages these potential conflicts to ensure fair treatment of the client through adopting a policy of independence. This is appropriate because Mortgage Goldmine provides an execution-only service in relation to the products of different companies. If Mortgage Goldmine determines that it is unable to manage the conflict of interest or material interest through reliance on a policy of independence, it will decline to act for the client.
7. Mortgage Goldmine acts as the client's agent in arranging insurance or mortgages, and never owns policies, or mortgages it arranges for them. All policies and mortgages will be registered in the name(s) of the client(s).
8. Please note that in using an execution-only service, you are responsible for determining the suitability and ongoing suitability of a product, meaning that you may have no grounds for complaint on the basis of an unsuitable product.
9. Any rights to withdraw or cancel will be those specified by the product provider, as detailed in the product provider's terms of business, key features or other product provider documentation. Please refer to the relevant product provider documentation for further information.

#### **Administration**

10. All application forms, contract notes, cheques, certificates or documents of title, or other paperwork may be sent by post to the client's last known address and shall be sent at the client's risk. The recorded delivery service will not normally be used.
11. Mortgage Goldmine will process application forms within 5 working days of their receipt (i.e. submit them by post, fax or via the internet to the product provider), although we will endeavour to process them within a shorter time period. Where insufficient or incomplete information has been received we will contact you to request this within 5 working days. We are not responsible for delays or losses within the postal system.
12. As the principal means of communication, Mortgage Goldmine will communicate via e-mail where appropriate and if the client supplies an e-mail address. Mortgage Goldmine also communicates by post, telephone, and fax and receives information submitted from its website. Application forms and similar instructions will be received by post and where the facility is provided, over the internet (although these may need to be followed by a postal communication from the client). Product providers may provide online facilities for clients - where available, clients should log in using links provided on the Mortgage Goldmine website (<http://www.Mortgagegoldmine.co.uk>) and should refer to the relevant information

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and documentation as directed. When first using the facilities of a particular product provider, clients must then post a completed Client Declaration and identification documents (see 'Client identification requirements' below) to Mortgage Goldmine. Until this is done, Mortgage Goldmine will not forward any commission rebate (by cheque or other payment method) to the client, and Mortgage Goldmine reserves the right to resign as agent for those products.

### Termination

13. The client may terminate the terms of business by written notice to the firm. This will take effect 10 days following receipt of the notice by the firm.
14. The firm may terminate the terms of business by written notice to the client. This will take effect 10 days from the date on which the notice is issued.
15. Any termination will be without prejudice to the completion of transactions already initiated.

### Client identification requirements

16. If your personal details have changed, or you have not already supplied identification documents to Mortgage Goldmine, Mortgage Goldmine must verify your name and address. Some exceptions are available when purchasing non-investment insurance. To comply with anti-money laundering requirements, Mortgage Goldmine may subsequently need to request further identification under some circumstances.
17. Where Mortgage Goldmine is required to identify a client for anti-money laundering purposes, a transaction will not be arranged until suitable evidence has been obtained.
18. Our identification requirements can be found on our website <http://www.Mortgagegoldmine.co.uk>.
19. Mortgage Goldmine will, in general, only process your application if your means of transferring money to the product provider is a cheque, direct debit, or similar direct payment mechanism from a bank/building society account under your name. If either the name on the account does not match or the money is not coming from a regulated source, Mortgage Goldmine may be unable to process your application.

### Data protection and financial promotions by Mortgage Goldmine

20. The information that you provide or that Mortgage Goldmine obtains through our dealings with you or in connection with your transactions will be held on Mortgage Goldmine's computers and in other records. Mortgage Goldmine may use your personal information to help us provide the services you are applying for and confirm your identity. Mortgage Goldmine may also use electronic means to confirm your identity.

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21. Mortgage Goldmine may also share your information with third parties to protect both Mortgage Goldmine and our clients against theft or fraud, or for anti-money-laundering purposes.
22. Mortgage Goldmine will disclose any information that the client provides to third parties for the purposes of processing the client's application(s), e.g. product providers.
23. Mortgage Goldmine will not pass on your contact details to third parties for marketing purposes. Mortgage Goldmine may include promotional material relating to Mortgage Goldmine with other postal communications or e-mails to you. We will not contact you for the purposes of making an unsolicited real time financial promotion.
24. Under the Data Protection Act 1998 you have a right to see and receive a copy of information held about you on our records (on payment of a fee of £9.99) and to ask for any inaccurate details to be amended. For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data you supply is Talking Direct Limited. If you have any questions about the Data Protection Act or your rights under it please write to Talking Direct Limited (Mortgage Goldmine), Crown House, 72 Downton Avenue, London, SW2 3TS.
25. The information that Mortgage Goldmine holds about you can be held on computer and/or paper files.

#### **Commission & Discounts**

26. Mortgage Goldmine receives commission from product providers following arrangement of insurance, or mortgages and this is retained for Mortgage Goldmine's benefit. Mortgage Goldmine retains the right to share this amounts actually given or paid by the provider, and not the amount shown.
27. All commission received by Mortgage Goldmine is the property of Mortgage Goldmine. Any commission rebated to the client remains the property of Mortgage Goldmine until actually paid into the account of the client.
28. Mortgage Goldmine may rebate or give up a percentage of the total initial and/or renewal/trail commission for the client's benefit. These percentages and the commission levels applying to specific products are either given on our website: <http://www.Mortgagegoldmine.co.uk> or may be communicated directly to the client.
29. In some instances commission rebates/give ups will be made directly to the product itself such that this commission will not be paid to the client by cheque or other payment method, but instead will reduce the premiums required. In other cases, such as Cashback payment will be made to the client by cheque or other payment method within 40 days of completion.

#### **These terms and conditions**

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30. These terms and conditions are supplied in English and whilst these terms and conditions are in force we will communicate in English. Talking Direct Limited takes English law as the basis for the establishment of relations with the client.
31. This document constitutes legally binding terms and conditions of business that will apply to any business that Mortgage Goldmine transacts, unless replaced by a revised terms of business. In providing its mediation services, Mortgage Goldmine does not act contractually on behalf of, or for, its customers.
32. In the event of a change to Mortgage Goldmine's terms and conditions of business applicable to the client's existing business, the client will be issued with new terms and conditions of business at least 10 days in advance of the time when they will take effect. When undertaking any additional business the client undertakes to obtain from the Mortgage Goldmine website or request the current version of the terms and conditions of business, which will then apply.
33. Each time the client sends new business to Mortgage Goldmine in paper form, and otherwise when requested, the client undertakes to submit a completed Client Declaration. Except as indicated above in relation to the issue of new terms of business, these terms of business and any subsequent updates will come into force at the date entered by your signature on your Client Declaration, and Mortgage Goldmine shall regard this as agreement that you accept these terms and conditions, and any amendments made thereto.
34. These terms and conditions are governed and will be interpreted in accordance with English law.

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