



## Terms of Our Advisory Services

### Background

These Terms, together with any and all other documents referred to herein, set out the terms under which you may use Our Tools and Advisory Services.

Please read these Terms carefully and ensure that you understand them. If you do not agree to comply with and be bound by these Terms you must stop using Our Services and Site immediately.

If there is anything that you are unsure about, please get in touch. When you sign up to use Our Advisory Services, you will be required to click “Accept” on these Terms in the online customer journey or the introducer completing details on your behalf will confirm these with you. This means that you agree to these Terms and other terms referred to therein.

### 1. Definitions and Interpretation

In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

- **“Advisory Services”** means any or all of the following:
  - the provision of an appointment with a mortgage expert;
  - the provision of an appointment with a protection advisor; and
  - general support with the process of obtaining a mortgage or protection product.
- **“Content”** means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
- **“Information”** means all or any of the following information which is provided by you to Us, a Protection Advisor or any of Our service providers regarding yourself and/or any other applicants as necessary to perform the services: names, date of births, addresses, contact details, phone numbers, mortgage loan amount, income, expenditure, nationality, and residence status, health, employment, and other financial circumstances, banking, credit, loans, dependants and property details.
- **“Mojo/We/Us/Our”** means Life's Great Limited, Trading as Mojo Mortgages, a company registered in England and Wales with company number 06246376. Our registered office address is The Cooperage, 5 Copper Row, London SE1 2LH, and head office is WeWork No1 Spinningfields, Quay Street, Manchester M3 3JE.
- **“Online Customer Journey”** means the process of signing up to the Advisory Services and providing Us with the information required to allow Us to complete a ‘fact-find’ and provide you with the Advisory Services.
- **“mymojo”** is an online portal allowing you to monitor the progress of any mortgage advice and application process you have with Us.
- **“Mortgage Adviser”** means a certified mortgage adviser employed by Mojo who provides mortgage advice.

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- **“Protection Adviser”** means a protection adviser employed by Mojo who provides mortgage related protection advice.
- **“Services”** means the Advisory Services, Online Customer Journey and/or the Tools as applicable.
- **“Site”** means [www.mojomortgages.com](http://www.mojomortgages.com)
- **“Tools”** means any tools made available by Us at any time on Our Site.

## 2. Information About Us

Mojo Mortgages are authorised and regulated by the Financial Conduct Authority, Firm Reference Number: 478215 for the provision of advising, arranging and bringing about regulated mortgage contracts, non-investment life insurance and general insurance products.

## 3. Accessing and Using Our Services

3.1 Access to and use of the Advice Services is subject to these Terms of Use. In addition, you should ensure you understand and agree with Our other terms as stated within our [How We Help You](#) document, [Privacy Policy](#), [Cookies Policy](#), the [Website Terms of Use](#). If you breach any of these Terms, your right to access and use any of Our Services and Our Site shall cease immediately. You can access all of the documents referred to in this clause on Our Site.

3.2 Access to Our website and online tools is free of charge. Any fee for Our advice services or Our additional specialist services, if applicable, will be made clear to you before you agree to proceed.

3.3 Lenders and Product providers pay Us a commission on successful completion of a product application. You will receive a product illustration which will detail the amount of commission that We will receive from a lender or protection product provider prior to submitting your application.

3.4 You should be aware that there may be additional fees and costs that are not charged by Us, but you may incur these when purchasing or remortgaging your home. These may include costs such as lender product fees, legal, and conveyancing, land duty taxes, and valuation fees. You should seek advice from an independent specialist to review your situation and We do not accept any liability regarding any of these fees.

## 4. Terms of Our Services and the provision of Advice

4.1 If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms supersede all proposals, prior discussions, and representations (whether oral or written) between Us relating to the use of Our Services.

4.2 In order to provide you with Advisory Services you must be 18 years old or over and complete the Online Customer Journey. By completing the Online Customer Journey and creating an account on Our Site, you agree to become a customer of Mojo.

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Mojo is a trading style of Life's Great Limited which is registered in England and Wales (06246376). Our registered office is The Coopers, 5 Copper Row, London SE1 2LH. We are authorised and regulated by the Financial Conduct Authority and are on the Financial Services Register (478215)

4.3 In addition, We make Our Services available for United Kingdom ("UK") residents only and in doing so We are not making any offer or promotion of any services or products to persons not in the UK. We make no representations, guarantees or warranties (express or implied) that the services We offer are available or appropriate for use by those outside the UK.

4.4 You are responsible for ensuring your account information is accurate and remains up to date.

4.5 If you are providing us with another person's information or special category data (such as health data), as a joint applicant or as a policyholder you should first ask them to read our [Privacy Policy](#) and these Terms of Our Advisory Services. By giving us information about another person you are confirming that they have consented for you to provide the information to us on their behalf and they understand how this will be used.

4.6 The questions involved in the Online Customer Journey are designed to ensure that We have the information necessary to provide you with Our mortgage related services, to check your eligibility, to perform credit and identity checks, to undertake appropriate research and for the provision of suitable advice and recommendations to meet your stated needs where you meet with our target market.

4.7 In order to provide you with the Advisory Services We will perform a soft credit check and your acceptance of these Terms is deemed as your acknowledgment to perform this.

4.8 By engaging Our Services in this way you give Us permission to act on your behalf in proceeding with applications to and liaising with mortgage and product providers and any other third parties involved in the provision of our services, and the application process during this transactional arrangement.

4.9 Our authority to act on your behalf in accordance with these Terms can be terminated at any time by either side in writing, without prior notice or penalty. This will be effective from the date the notification is received. However, if transactions already initiated remain outstanding, the notification will only be affected once these have been completed.

4.10 We reserve the right to terminate the relationship between Us immediately and without notice if We find that any information you have provided to Us during the Online Customer Journey or at any point is either fraudulent or by misrepresentation or if you act in a manner which is abusive, aggressive or inappropriate towards Us, Our employees, a Protection Advisor or a Mortgage Advisor.

4.11 For the provision of referral to one of Our partners where necessary your informed consent to share your Information will be gathered. Any Information shared will be on a limited basis.

4.12 Any advice provided is based on applicants personal and financial circumstances and objectives and any foreseeable changes. It is important that the information provided is both accurate and honest, and a true reflection of all applicants' circumstances.

4.13 Failure to disclose relevant, accurate and up-to-date information, to Us, a lender, product provider or any third-party may result in an unsuitable recommendation, or a chosen service or product being invalidated.

4.14 We are regulated by the Financial Conduct Authority (FCA) for Our mortgage and protection advice services and take all necessary steps to ensure that Our recommendation is suitable for your circumstances. However you have a responsibility to ensure that any lender offer, or product documentation issued by the lender or provider reflects those circumstances and meets your stated needs.

4.15 Further information on the provision of Our advised services can be found in the [How We Help You](#) document. Please read this to ensure Our services are right for you.

4.16 As part of Our mortgage services We endeavour to contact you prior to the end of your initial mortgage deal term, you agree that We may use your data in this way.

4.17 We are not responsible for the purchase process relating to the legal aspects of buying or mortgaging your property. You remain responsible for providing any updates to and from your solicitors and lender.

4.18 You are responsible for providing any documentation requested by Us or the lender or product provider on a timely basis. Failure to do so may result in a delay in your application or completion.

4.19 We endeavour to help all our Customers and our independent open market Advisory services are appropriate and suitable for the following circumstances:

#### **Customer type**

- First Time Buyers
- Purchase
- Home Movers
- 2nd Home Purchasers
- Remortgages
- Product Switchers
- Retention Customers

#### **Borrowing basis**

- Mainstream Regulated 1st charge mortgages
- Capital & Interest
- Interest Only
- Part CI & Part IO
- Additional borrowing
- Debt Consolidation

However We will not be able to advise in the following circumstances:

- Poor adverse credit of financial history
- Equity Release Mortgages

- Shariah mortgages
- 2nd Charge mortgages or bridging loans
- Mortgages for a Commercial property
- Mortgages for an Overseas property
- Ex-pat mortgages
- Non-visa foreign national
- Raising funds for business purposes
- Already applied elsewhere
- Owned property less than 6 months
- Stand alone further advance
- Direct to Lender deals

4.20 We may not be able to proceed with an application if;

- the recommended product is no longer available, and an alternative product cannot be sourced/provided;
- there has been a pricing or product description error by the lender or product provider and an alternative product cannot be sourced/provided;
- your documentation is not supplied or cannot be verified;
- We are unable to establish your eligibility or suitability for a mortgage or product that We can provide;
- your application has been declined by the mortgage lender or product provider;
- the application appears to be for purposes that do not fit within the scope of Our service;
- the application is for an address outside of the United Kingdom;
- We have been unable to verify your identity, address or source of income and/or deposit.

4.21 If We are unable to proceed or assist with an application in accordance with clause 4.19 or 4.20, We will provide confirmation of this in a timely manner, however, we may not be able to provide full details of the reasons behind any decision made by a third party such as a lender or product provider.

4.22 We cannot guarantee that your application will be considered or accepted by a lender or provider, and We will have no responsibility for ensuring that the product applied for is entered into or fulfilled.

4.23 You may withdraw your mortgage application at any time after application but before completion if you intend to do so you must contact Us using the details provided below.

Some lenders may charge a fee or impose other charges for the cancellation of an application. These conditions should be made clear to you prior to application and before we process any cancellation you request. Please note any lender cancellation fees will be due payable by you and non-refundable lender fees already paid may not be refunded by the lender.

4.24 Certain protection and insurance contracts allow you the right to cancel after a contract has been put in force. You will be provided with specific details should this apply, prior to completion, including: the duration; conditions, notification requirements, and any costs for exercising any cancellation rights.

4.25 Where We are unable to assist in placing you with an available and suitable mortgage lender and product We may refer, at your request, your details to a specialist service provider. That partner may pay Us a fee on the successful completion of your mortgage through them. Details of this fee will be disclosed to you as appropriate.

4.26 We may be able to refer, at your request, your details to a preferred partner for conveyancing services. This partner may pay Us a fee for this referral. Details of this fee will be disclosed to you as appropriate.

## **5. Contacting Us**

To contact Us, please email Us or use any of the methods provided on Our Site [www.mojomortgages.com](http://www.mojomortgages.com).

## **6. Communications from Us**

6.1 We will use the provided contact details to communicate with you to help you manage your account, to send service emails and appropriate updates relating to your account and our services, or requested other services, your application, and to fulfil Our regulatory obligations.

6.2 We will communicate primarily by email or phone with the 1st applicant on all joint applications. However We may be required to communicate with all applicants as necessary. By signing up to Our service all applicants agree to Us disclosing application data to all applicants without restriction or prejudice.

## **7. Data Protection, Privacy and Cookies**

7.1 Use of Our Site and Our Services is also governed by Our [Privacy Policy](#), [Cookie Policy](#), [Website Terms of Use](#) and [How We Help You](#) disclosure. These are incorporated into these Terms by this reference.

7.2 Any and all personal information that We may collect will be collected, used, and held in accordance with the provisions of the UK General Data Protection Regulation (UK-GDPR) and your rights and Our obligations under that Act.

## **8. Marketing emails**

8.1 When you create an account you will be given the opportunity to opt-in to receive marketing emails from Us, Our [group companies](#) or third parties. You can manage your subscription preferences via the preferences page or by using the unsubscribe link in Our email communications.

8.2 If you change your mind you can also remove your consent and opt out at any time by contacting Us on 0333 123 0012 by using the unsubscribe link in marketing emails or by emailing us at [hello@mojomortgages.com](mailto:hello@mojomortgages.com), or by writing to Mojo Mortgages, WeWork, No1 Spinningfields, Quay Street Manchester ME3 3JE

Your request to opt out of receiving marketing or promotional material will be processed as soon as it is received. Please allow up to 14 business days for your new preferences to take effect.

## **9. Will We share your information?**

We only use your data to provide you with the services you request from Us in line with these Terms and Our Privacy notice. We will not sell your data to third parties for marketing purposes.

## **10. Changes to these Terms of Advisory Services**

We may make changes to these Terms from time to time. You should check this page regularly to see Our most up to date Terms. We will tell you about any significant changes to these Terms by showing the date of the changes in the 'Last updated' section. By using our services after the date We make any changes, you are agreeing to the changes.

## **11. Complaints**

11.1 In the unlikely event that you wish to make a complaint about any aspect of Our company, please contact Us by

- calling 0333 123 0012
- by email to [complaints@mojomortgages.com](mailto:complaints@mojomortgages.com)
- or in writing to: FAO Complaints Officer, Mojo Mortgages, WeWork, No1 Spinningfields, Quay Street Manchester ME3 3JE

11.2 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 calling 0800 023 4567.

11.3 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. Further information about compensation scheme arrangements is available from the FSCS at <https://www.fscs.org.uk/what-we-cover>.

11.4 Some of the services provided by Mojo Mortgages may not be regulated by the Financial Conduct Authority. For unregulated cases such as commercial or business buy to let products the Financial Ombudsman Service and Financial Services Compensation Scheme will not be applicable.

## **12. Law and Jurisdiction**

12.1 These Terms and Our service, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

12.2 If you are a consumer, any disputes concerning these Terms and the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

12.3 If you are a business, any disputes concerning these Terms, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **13. Disclaimers**

13.1 The Content on Our Site does not constitute advice or a recommendation on which you should rely. It is provided for general information purposes only. You should always check the suitability, adequacy and appropriateness of products that are of interest to you. Professional or specialist advice should always be sought before taking any action relating to a mortgage or insurance related enquiry.

13.2 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties, or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

13.3 We shall not be in breach of this agreement or otherwise liable for any failure or delay in the performance of Our obligations if such delay or failure results from events, circumstances or causes beyond Our reasonable control. The time for performance of such obligations shall be extended accordingly.

## **14. Last Updated**

14.1 15 August 2023