



Terms of Our Advisory Services

Background

These terms, together with any and all other documents referred to herein, set out the terms and conditions under which we provide Our Tools and Advisory Services (the "Terms").

Please read these Terms carefully and ensure that you understand them. If you do not wish 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: hello@mojomortgages.com 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 confirm you have read any other documents we refer to in these Terms.

YOUR PROPERTY MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON A MORTGAGE OR ANY DEBT SECURED ON IT.

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 Adviser;
 - the provision of an appointment with a Mortgage Protection Adviser;
 - the use of the Mojo Rate Checker Service; and
 - general support with the process of obtaining a mortgage or mortgage 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;
- **"Data Protection Laws"** means all applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to the Services including the GDPR; the Data Protection Act 2018; Privacy and Electronic Communications Regulations 2003; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
- **"GDPR"** means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of part of the United Kingdom from time to time);
- **"Information"** means all or any of the following information which is provided by

you to Us, a Mortgage Advisor, a Mortgage Protection Adviser or any of Our third party 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, dependents 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;
- **“Online Customer Journey”** means the digital process using Our online portal 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;
- **“Mojo Rate Checker Service”** means as part of the Advisory Services, one of Our Mortgage Advisers can reperform a check of the mortgage rates available and assist you with switching to a lower rate if possible;
- **“Mortgage Adviser”** means a mortgage adviser employed by Mojo who provides mortgage advice;
- **“Mortgage Protection Adviser”** means a protection adviser employed by Mojo who provides mortgage related protection advice;
- **“MyMojo Account”** is an optional online portal allowing you to monitor the progress of any mortgage advice and application process you have with Us;
- **“Partners”** means Our preferred partners that We may introduce to you for services that We are unable to advise you on including but not limited to: impaired credit mortgages, second charge mortgages, non-UK mortgages, commercial mortgages and conveyancing services;
- **“Personal Data”** means the meaning given in applicable Data Protection Laws from time to time;
- **“Services”** means the Advisory Services, Online Customer Journey and/or the Tools as applicable;
- **“Site”** means www.mojomortgages.com; and
- **“Tools”** means any tools made available by Us at any time on Our Site.

2. Information About Us

Life’s Great Limited trading as Mojo Mortgages is 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 Advisory Services is subject to these Terms. In addition, you should ensure you understand and agree with Our other terms as stated within Our [How We Help You](#) document, [Privacy Notice](#), [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 Site and Tools is free of charge. Any fee for any Services provided by Us to you will be made clear to you before you agree to proceed with that particular service. Additional terms may apply to these services.

3.3 We may suspend or withdraw or restrict the availability of all of Our Site and Services including access to your MyMojo Account.

3.4 Lenders and insurers or other product providers pay Us a commission when you successfully apply for a product. You will receive a product illustration which will detail the amount of commission that We will receive for the product you have successfully applied for before you submit your product application.

3.5 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. Mojo Rate Checker

4.1 As part of Our Advisory Services, you can request to use the Mojo Rate Checker.

4.2 The Mojo Rate Checker Service is available to you once you used Our Advisory Services and have received a mortgage offer and before the mortgage application is complete. We advise that you do not make a request no less than 30 days before your proposed completion date. If you choose to make a request with less than 30 days' notice, We will still carry out the checks, however We cannot guarantee that We can find the best rate some lender's terms and conditions may prevent you from securing a new rate.

4.3 Although We will use Our reasonable endeavours to find you the best rate on the market at the time using the Information you have provided; Our Advisory Services are provided on a non-reliance basis, and We cannot guarantee that it is the best rate available.

5. Terms of Our Services and the provision of advice

5.1 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.

5.2 You must be 18 years old or over to be eligible to receive Services under these Terms.

5.3 Our Services are available to residents of the United Kingdom only. Nothing in these Terms or on Our Site is an offer or promotion of any services or products to persons not in the United Kingdom. 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 United Kingdom.

5.4 You are responsible for ensuring the Information you provide Us is accurate and

remains up to date.

5.5 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 Notice 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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 Mortgage Protection Advisor or a Mortgage Advisor.

5.11 We may share your Information with our trusted third parties to provide the Advisory Services. For more information about how We may share your Personal Data please refer to Our [Privacy Notice](#).

5.12 To refer you to one of Our Partners, We may need to share your Information with them. We will only share the information necessary to assist Our Partners with providing the services requested by You.

5.13 If you choose to subscribe to direct marketing from Us or Our trusted third parties, please see clause 8 for more details.

5.14 For the provision of referral to one of Our Partners where necessary your informed consent to share your Information with Our Partners. We will only share the information necessary to assist Our Partners with providing the services requested by

You. .

5.15 Any advice provided is based on applicant's 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.

5.16 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.

5.17 We are regulated by the Financial Conduct Authority (FCA) for Our mortgage and protection products advice services. We take all necessary steps to ensure that any recommendation We make to you for a specific product or service is suitable for your circumstances. You agree that you are responsible for checking the accuracy and Content of any lender offer, or product documentation issued by the lender or provider and that you confirm such documentation reflects your circumstances and meets your stated needs.

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

5.19 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.

5.20 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.

5.21 Our Advisory Services are appropriate and suitable for the following circumstances only:

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

We are not able to advise on:

- Poor adverse credit or financial history; or
- 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
- Standalone further advance
- Direct to Lender deals

5.22 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; or
- We have been unable to verify your identity, address or source of income and/or deposit.

5.23 If We are unable to proceed or assist with an application in accordance with clause 5.21 or 5.22, 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.

5.24 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.

5.25 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.

5.26 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.

5.27 Certain protection product 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.

5.28 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.

5.29 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.

5.30 Our Site does not provide advice and you should not rely on Our Site as a source of advice as this is only provided by a Mortgage Adviser or a Protection Adviser.

5.31 We have the right to suspend Our Services at any time for any reason. If We do this then We will use Our reasonable endeavours to contact you but We may suspend Our Services without notice to you.

6. Contacting Us

To contact Us, please email Us or use any of the methods provided on Our Site www.mojomortgages.com.

7. Communications from Us

7.1 We will communicate with you primarily by email or phone. You agree to keep your contact details up to date and accurate when using Our services.

7.2 We will use the contact details you gave to Us to communicate with you and 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.

7.3 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 using Our service all applicants agree to Us disclosing application data to all applicants without restriction or prejudice.

8. Data Protection, Privacy and Cookies

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

into these Terms by this reference.

8.2 In order to provide Our Advisory Services, We may need to share your data with Our partners.

8.3 If you fail to provide your Personal Data or do not provide consent for Us to share your Personal Data with partners, We may be unable to provide the Advisory Services.

8.4 Any and all personal information that We may collect will be collected, used, and held in accordance with the provisions of the Data Protection Laws and your rights and Our obligations under that Act.

8.5 When you create a MyMojo account you will be given the opportunity to opt-in to receive marketing emails from Us, ZPG Companies or third parties. You can manage your subscription preferences via the preferences page or by using the unsubscribe link in Our email communications.

8.6 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, or by writing to Mojo Mortgages, The Cooperage, 5 Copper Row, London SE1 2LH.

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.

10.1

You may only use Our Site in a manner that is lawful and complies with our Unacceptable Behaviour Policy (detailed below in the Annex).

11. Complaints

11.1 In the event you wish to make a complaint, please contact Us:

- By phone 0333 123 0012
- By email complaints@mojomortgages.com
- In writing to: FAO Complaints Officer, Mojo Mortgages, The Cooperage, 5 Copper Row, London SE1 2LH.

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

11.3 You can find out how to complain by visiting www.financial-ombudsman.org.uk or alternatively:

Phone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Post: The Financial Ombudsman Service, Exchange Tower, London, E14 9S

12. Financial Services Compensation Scheme (FSCS)

12.1 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>.

12.2 Some of the services provided by Us 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.

12.3 Further information about what we will help you with is found in [How We Help You](#)

13. Law and Jurisdiction

13.1 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.

13.2 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.

13.3 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.

14. Disclaimers

14.1 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.

14.2 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.

14.3 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.

15. Last Updated

15.1 3 May 2024.

Annex: Unacceptable Behaviour Policy

At Mojo Mortgages, we are committed to fostering a positive and respectful environment for our customers and colleagues. Our Unacceptable Behaviour Policy outlines our stance on abusive or unreasonable conduct and the actions we may take in response to such behaviour.

We recognise that some people may find it difficult to identify the impact of their behaviour on other people. We will always consider making reasonable adjustments for anyone with protected characteristics defined under the Equality Act, 2010, if we are asked to do so - but if someone's actions or behaviours are having a negative effect on our colleagues or our work, we will act accordingly.

Challenging Situations

We understand that at times people may be experiencing challenging situations due to illness, bereavement, financial difficulties, significant life events, or communication challenges. If there's anything we can do to adjust our service to make things easier for you, please let us know. We can also direct you to useful sources of specialist advice that you may find helpful.

Aggressive or Abusive Behaviour

We understand that issues regarding mortgages can be stressful, but we expect all interactions with our staff to be conducted in a respectful manner. Any behaviour that is deemed aggressive, abusive, or threatening will not be tolerated. This includes, but is not limited to:

- Violent behaviour or threats of physical violence
- Use of abusive or offensive language
- Threatening language or behaviour
- Discriminatory language or behaviour, including racism, sexism, homophobia, or any other form of discrimination
- Leaving threatening or aggressive voicemails
- Posting aggressive or abusive comments on social media profiles
- Making unacceptable or personally abusive comments about our staff members in public forums

Actions We Might Take

If we determine that behaviour is unacceptable, we may take the following actions:

- Cease direct communication and only correspond in writing or through recorded audio
- Communicate through a representative or third party with the individual's consent
- Restrict communication on specific matters or topics

In extreme cases, we may remove ourselves as your intermediary. This may require your application to be processed again by another broker or directly with the lender, potentially causing delays in completion.

By adhering to these guidelines, we aim to create a respectful and productive environment for all parties involved in the mortgage process.