

By using this website, I agree to be bound by these terms and conditions.

A) Definitions

The website you are currently visiting is a trading style of **1st for Everything Ltd** (Registered in England & Wales no. **04303551**) whose registered address is **11a Llwyn-y-pia Road, Lisvane, Cardiff, CF14 0SX..**

1st For Everything Ltd is Authorised and Regulated by the Financial Services Authority FSA no. 456284.

1st for Everything Ltd actively run and manage a portfolio of mortgage related websites.

The following brands are trading styles of 1st for Everything Ltd:

- **Internet Mortgage Services**
- **The Finance Website**

B) Our service

The service provided by 1st for Everything Ltd through this website is a **“Mortgage Introductory Service”**.

1st for Everything Ltd introduces ‘enquirers’ to **Whole of Market and Independent** Mortgage Advice Providers / Companies who are registered in the UK. An ‘enquirer’ is classed as anyone who completes our online data capture enquiry form and clicks ‘Submit’ button to send their data.

1st for Everything Ltd receive an introductory fee of up to £60 for every valid enquiry that is introduced to one of our partner advice companies using our service. All partner advice companies are authorised through the FSA to provide advice on Mortgages.

The individual terms and conditions of advice relating to your allocated adviser should be provided to you at the point of initial contact by your allocated adviser (via an Initial Disclosure Document and Terms of Business).

You are under no obligation to proceed with your allocated adviser.

1st for Everything Ltd have created a unique tailored contact management system (the ALPS system), which may be used by advisers taking part in our introductory service.

1st for Everything Ltd have trained more than 600 advisers on remote advice and enquiry service techniques, in an attempt to ensure that the service delivered to enquirers using our introductory service is of a high quality.

While every effort is made to ensure that all introducer panel advisers / companies are competent and reputable, 1st for Everything Ltd cannot take any responsibility for the advice provided by our partner advice companies / advisers.

1st For Everything Ltd believe very strongly that, "The Best Advice is Independent Advice". We are very careful to ensure that all our partner advice companies are, and remain to be, **whole of market** and **independent** to ensure that you can obtain (through our service) the most appropriate mortgage to meet your needs. For information on our partner advice companies, please e-mail us at info@1stforeverything.com.

C) Website content

The content of this website should be viewed and taken as general **information** on mortgages and on the service that can be provided through our internet mortgage service – via our partner advice companies.

The information on this website does not constitute advice and should not be used, construed or relied upon as such. If you are in any doubt in respect of any financial decision, you should seek a second opinion from a suitably qualified and regulated financial advisor. No warranties, promises and / or representations of any kind, express or implied, are given as to the nature, standard, accuracy or otherwise of the information provided in this web-site nor to the suitability or otherwise of the information to your particular circumstances.

The content of this website should not be viewed or taken as advice on any particular mortgage or type of mortgage.

Your access to this site and the information therein is conditional upon your acceptance of these terms and conditions.

D) Access to the Website and its content

1. We will endeavour to allow uninterrupted access to the website, but access to the website may be suspended, restricted or terminated at any time.
2. We reserve the right to change, modify, substitute, suspend or remove without notice any information or services on the website from time to time.

3. We assume no responsibility for the content or services of any other websites to or from which the website has links.

E) Intellectual Property

1. The copyright and all other intellectual property rights in the material contained in the website, together with the website design, text and graphics, logo's, branding and their selection and arrangement, and all software compilations, underlying source code and software (including applets) belongs to us or our licensors. All rights are reserved. None of this material may be reproduced or redistributed without our prior written permission. You may, however, download or print a single copy for your own non-commercial off-line viewing.
2. You shall retain ownership of the data you submit to the website. You grant us a world-wide, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner.

F) Third Party Links

1. This web-site provides links to other web-sites owned by third parties. The content of such third party sites is not in our control and we will not take any responsibility for the information, products or other content thereon. Links to such third party sites are not to be taken as an endorsement of the third party site, of any products promoted, offered or sold on the third party site nor that such sites are free from computer viruses or anything else that has destructive properties. We do not take any responsibility for the collection or use of personal data by any third party sites and we shall not be liable for any loss or damage of whatsoever nature (direct, indirect, consequential or other) whether arising in contract, tort or otherwise as a result of your dealing with these third parties.
2. This web-site may contain advertisements for third parties. The third party advertisers take full responsibility for the material submitted on the advertisements and the product or products advertised. We will not accept responsibility for the accuracy of third party advertisements.
3. We accept no liability for any products or services or information provided by third party providers. The third party providers will be supplying products and services on their own standard terms and conditions and you should check that you agree to those terms and conditions before making an application.

Clause F does not affect your Statutory Rights as a consumer.

G) Your Responsibility

1. This web-site is designed for UK use only, and you are responsible for ensuring that you, and anyone else who may use your computer, satisfy that requirement. You should be aware that, in some geographic locations it may be an offence to apply for products accessible through this web-site from outside of the user's geographic area.
2. You are totally responsible for the accuracy of the data that you input into any enquiry or application form.
3. You are responsible for ensuring that any email or postal address is secure from anyone that you would not wish to view any information that may be provided to you from this site or our partners.
4. You are responsible for the accuracy of the address information provided to enable communication with you during the transaction process. You must tell us if any of your address details change during the advice process.
5. If you send a letter or email to us, you should not assume that we have received it until you have received a response or reply from us.
6. You should be aware that we may record or monitor our telephone calls to check any instructions or monitor our service standards.

H) Use of This Website / Exclusions of Liability.

1. We use reasonable endeavours to ensure that the data on the website is accurate and to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the website will be fault free and we do not accept liability for any errors or omissions.
2. We cannot and will not guarantee that this web-site is free from computer viruses or anything else that has destructive properties.
3. We shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential or other) whether arising in contract, tort or otherwise which may arise as a result of your use of (or inability to use) this web-site or from your use of (or failure to use) the information on this site.
4. Due to the nature of electronic transmission of data over the internet, any liability we may have for any losses or claims arising from an inability to access the website, or from any use of the website or reliance on the data transmitted using the website, is excluded to the fullest extent permissible by law.
5. Nothing in these terms and conditions excludes or limits our liability for death or personal injury caused by our negligence or for our fraud, or excludes or limits our duties or any liability under the Financial Services and Markets Act 2000, as amended, (FSMA) or any conduct of business rules developed pursuant to FSMA.
6. Subject to the liability which we accept in clause H (v) :- (a) our aggregate liability to you arising out of or in connection with this agreement or use of the website shall not exceed £100; and (b) we shall not be liable in contract, tort or otherwise howsoever arising out of or in connection with this agreement or use of the website for any

indirect loss *, consequential loss, loss of profits, data, revenue, business opportunity, anticipated savings, goodwill or reputation.

* For losses that were not foreseeable to both parties when the contract was made.

* For losses that were not caused by any breach on part of the supplier.

* For business losses and/or losses to non consumers.

Clauses 1-5 do not affect your Statutory Rights as a consumer. We cannot and will not guarantee that this website is free from computer viruses or anything else that has destructive properties.

We shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential or other) whether arising in contract, tort or otherwise which may arise as a result of your use of (or inability to use) this web-site or from your use of (or failure to use) the information on this site.

I) Changes to These Legal Notices

We reserve the right to alter or amend these legal notices at any time and at our discretion. When terms are changed, they will be displayed here. If you use the site after changes have first appeared here, you will be bound by those changes. The last changes made to these legal notices were made on 20th June, 2005.

J) Choice of Law and Jurisdiction

1. Access to and use of this web-site is conditional upon your agreement that any issue or dispute in relation to your use of this web-site will be governed by English law and that you agree to submit to the exclusive jurisdiction of the English Courts.
2. We shall retain the right, for our benefit only, to bring proceedings as to the substance of the matter in the courts of your jurisdiction.

K) General

1. Should you choose to download, print or copy any content from this web-site, you must do so in accordance with these terms and conditions. Such activity is permitted only for personal use and not for commercial gain. Unless expressly stated otherwise on this web-site all other use of the content is expressly forbidden.

2. You may not assign or otherwise transfer any rights you may accrue under these legal notices.
3. These terms and conditions are provided only to the extent that they are permitted by law. If any of these terms and conditions are unenforceable in whole or in part, for whatever reason, that exclusion or part exclusion will not affect the validity or enforceability of the remainder of the terms and conditions or part contained herein.

L) Data Submitted by You

You warrant that you have taken all reasonable precautions to ensure that any data you submit to the website is true and accurate and free from viruses and anything else which may have a contaminating or destructive effect on any part of the website or any other technology.

M) Your Telephone Calls

1. Telephone calls that you make to our customer service help line on 0845 456 2210 *may* be monitored or recorded. This will help us to train our staff and improve our service to you. A recording will only be used under proper and careful supervision.
2. Our customer service help line is available 7 days a week, all calls will be charged at local rate.

N) Complaints

1. Our aim is at all times to provide you with an excellent service. However, if you are unhappy with our service for any reason, please write to our Customer Services Team (Complaints Handling) at our address given above, or email the team at complaints@1stforeverything.com. Any complaints received will be dealt with in accordance with our complaints procedure.
2. You should put your complaint in writing and address it to our Customer Services Team (complaints handling) at our address given above (e-mail or postal).
3. We will take your complaint / suggestion very seriously, and respond rapidly with a view to resolving any issues / challenges to your complete satisfaction, or ensure that the

O) Data protection

We are committed to protecting your privacy. Our privacy practices are set out in our privacy policy which may be obtained on request. By entering your personal details and clicking to 'submit', you are providing your express consent for your details to be passed by 1st for Everything Ltd to a 3rd party company. We hold no responsibility over the actions of any 3rd party companies in respect to your privacy and data protection.

We may disclose your details or access your account if required to do so by law, by the Financial Services Authority, the Office of Fair Trading, or any other applicable regulator, compliance monitor, Governmental or law enforcement agency.

P) Termination

1. We may terminate or suspend your access to the website and the services within it at any time.
2. All disclaimers, indemnities and exclusions in these terms and conditions shall survive termination of the agreement between us for any reason.

Q) General / Overview

1. The content of this website is directed solely at those who access the site from the United Kingdom . We make no representation that any product or service referred to in this website is available or otherwise suitable for use outside of the United Kingdom .
2. The website is for your non-commercial, personal use only and must not be used for business purposes.
3. If any provision of this agreement is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and where capable the validity and enforceability of the remaining provisions of this agreement shall not be affected.
4. If we fail to enforce a right under this agreement, that failure will not prevent us from enforcing other rights, or the same type of right on a later occasion.
5. We may modify these terms and conditions at any time. Your continued use of the website signifies your acceptance of such modifications.
6. Except as set out in the relevant clause, neither party may assign or transfer any of its rights under these terms and conditions without the prior written consent of the other.
7. Unless expressly provided in this agreement, no term of this agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

R) Governing law

These terms and conditions are governed by and construed in accordance with English law. Any disputes shall be subject to the exclusive jurisdiction of the English courts, to which each party submits.

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