

## TERMS OF BUSINESS

Any Enquiry or Application will be processed accordance with these Terms which you agree to these Terms.

### 1. DEFINITIONS

- “**Application**” any application for a Mortgage Product submitted by you on behalf of a Client;
- “**Client**” a client that you are processing an Enquiry or Application for;
- “**DPA**” Data Protection Act 1998;
- “**Enquiry**” an enquiry for a Mortgage Product made by you for a Client
- “**FCA**” the Financial Conduct Authority;
- “**Intellectual Property**” any intellectual property owned or used by us plus any pending applications;
- “**Lenders**” any lender approved by us;
- “**Mortgage Products**” mortgage products offered by the Lenders;
- “**Payments**” commission, charges or fees due to you from us in connection with any Application;
- “**Services**” the services we provide to you in connection with any Enquiry or Application;
- “**Terms**” these terms of business as amended from time to time;

### 2. ARRANGEMENTS

- 2.1 These Terms set out the basis on which we accept Enquiries and Applications from you and provide the Services and supersede previous terms of business.
- 2.2 We will only accept Enquiries and Applications from you are authorised by the appropriate regulator and reserve the right to decline Enquiries or Applications without specifying a reason.
- 2.3 We may report the arrangements to the FCA/Principal Networks which you accept is on an “advised” basis unless otherwise notified when you submit the Enquiry or Application.
- 2.4 You are not our agent unless specifically agreed in writing by us.
- 2.5 You are our customer and we will deal with you and not the Client.

### 3. YOUR OBLIGATIONS

- 3.1 You agree and confirm that you:
- 3.1.1 will obtain the Client’s authorised prior to submitting an Application;

- 3.1.2 hold all relevant legal, regulatory, and other authorisations necessary for your business;
- 3.1.3 operate your business in accordance with all relevant laws and regulations including without limit the FCA and will not do anything to cause us to be in breach of these regulations. .
- 3.1.4 will act diligently and in good faith in all our dealings with Clients;
- 3.2. You agree:
  - 3.2.1 during completion of an Enquiry/Application that you will be transparent with the Client and explain the process that will affect the Client, and where necessary obtain the Client's consent to use information including personal information and the effect of credit scoring/checks.
  - 3.2.2 to act honestly and professionally and to use all due skill and care when acting for the Client;
  - 3.2.3 to use best endeavours to ensure that information provided to us is true, accurate and complete in all material respects;
  - 3.2.4 to keep Clients details up to date;
  - 3.2.5 that you will not seek to entice away any of our employees or agents during the term of this agreement or for a period of 12 months after it ends.
- 3.3. You will inform us immediately in writing if:
  - 3.3.1 You cease to act on behalf of a Client; .
  - 3.3.2 any of your authorisations, registrations or permissions needed to conduct your business lawfully are not current or if any enforcement action is taken against you by the FCA;
  - 3.3.3 You become aware or believe that any information provided as part of an Application is or may become untrue or incomplete; or .
  - 3.3.4 You commit a material breach of any relevant laws or regulations or these Terms.

#### **4. DOCUMENTATION**

- 4.1 You will make available all documents and information required for an Application;
- 4.2 You will give to us all the necessary information and independently verified evidence that the Client is required to provide to allow us to assess affordability on behalf of a Lender.
- 4.3 You will not use any documentation containing our name without prior written consent.
- 4.4 You will not make any representations of any kind whether written or oral which bind or purport to bind us or the Lender. You will not hold yourself out as having authority to make any such representation.

#### **5. PAYMENTS**

- 5.1 We will make any Payments due to you on the terms set out on our or any other terms and rates agreed in writing. We may change the rates of Payments without notice.
- 5.2. We will cease making any Payments to you if:

- 5.2.1 We are notified in writing, or it is reasonable to infer, that You are no longer validly acting on behalf of the Client; or .
- 5.2.2 We are prevented from making Payments by the operation of any law or regulation.

- 5.3 We reserve the right to suspend all Payments in the event that you are the subject of insolvency proceedings, to hold any relevant material regulatory authorisation. If we exercise this right we may retain the Payments until the courts or any relevant insolvency practitioner direct. Suspension is without prejudice to our rights to set off under these Terms or at law.
- 5.4 We will not make any Payment in respect of any fraudulent Application, or does not proceed to completion or where we become aware that you are in material breach of these Terms.

## **6. REPAYMENTS**

- 6.1 You will reimburse us immediately upon demand the amount of any Payments made in error made for an Application in respect of which You are materially in breach of these Terms, where the Application has been fraudulent or where completion has not occurred.
- 6.2 Any sums due from you to us may be deducted from any sums owed or which become owing by us to you.
- 6.3 Exercise by us of Our rights under this Clause are without prejudice to any other rights or remedies available to us.

## **7. MONEY LAUNDERING**

You confirm that evidence of the identity of all Clients introduced by you shall be obtained and recorded under procedures maintained by You in accordance with the UK Money Laundering Regulations 2007 (and all Directives, Regulations, Rules and Guidance Notes issued in substitution, amendment or addition thereto) and any of Our requirements from time to time.

## **8. CONFIDENTIALITY AND DATA PROTECTION**

- 8.1 Information supplied to us in connection with an Application will be Personal Data (as defined by the DPA). Unless required to do so by law, we will not disclose such information to anyone else other than the Lender for any purpose connected within these Terms.
- 8.2 You confirm that, prior to communicating a Client's Personal Data:
  - 8.2.1 You will explain this to the Client and, make the Client aware of the purposes for which we will process Personal Data; and
  - 8.2.2 You will obtain the Client's consent to use their Personal Data.
- 8.3 We and you confirm to each other that we are notified under the DPA and each agrees at all times to comply with the provisions of the DPA.
- 8.4 Telephone calls may be recorded or monitored for security or training purposes.

## 9. LIABILITY

- 9.1 You will indemnify Us in respect of any liability, losses, damages, or costs We may suffer or incur arising from any breach of these Terms or by reason of any misrepresentation or negligent, tortuous or fraudulent act or as a result of any incorrect or misleading information that has been knowingly or negligently provided by You whether to Us, a Client or any other person. This indemnity continues to apply after termination of these Terms.
- 9.2 We will only be liable to you for losses arising directly as a result of negligence, fraud, or wilful default by Us. In no event will we be liable for special, indirect, consequential damages or losses, or for loss of data, profit or business opportunity.

## 10. TERMINATION

- 10.1 Either party may terminate the agreement governed by these Terms by giving one month's notice to the other.
- 10.2 We may terminate the agreement governed by these Terms with immediate effect on the occurrence of any of the following:
- 10.2.1 Any material breach by you of these Terms; .
  - 10.2.2 any misconduct by you which is or could affect our business or reputation; .
  - 10.2.3 You cease to be appropriately authorised;
  - 10.2.4 Your insolvency.
- 10.3 Any termination by us shall be without prejudice to any other remedies available to us.
- 10.4 Upon termination, you will:
- 10.4.1 not proceed any further with any Application and shall stop all promotion of Our business or the Mortgage Products; .
  - 10.4.2 be entitled to any unpaid Payments accrued to the date of termination but shall forfeit all other Payments falling due after the date of termination

## 11. NOTICES

- 11.1 Any notice under these Terms shall be in writing and may be sent;
- (i) by facsimile to the latest facsimile number notified to the other party from time to time or;
  - (ii) first class prepaid post, in Our case, to such address as We advised You from time to time and in, Your case, to the last address known to us or
  - (iii) by email to the latest email address notified to the other party from time to time.
  - (iv) Any notice shall be deemed to have been received, in the case of:
- 11.1.1 facsimile, upon completion of transmission subject to production of a successful transmission confirmation; .
  - 11.1.2 first class prepaid post, 24 hours from the time of posting; and .
  - 11.1.3 by email upon completion of transmission, subject to non-receipt of notification of failure of transmission.

## 12. GENERAL

- 12.1 These Terms shall be governed by and construed in accordance with English laws and to the exclusive jurisdiction of the English courts.
- 12.2 Any failure or delay by us to exercise or enforce any rights under these Terms and/or in law shall not operate as a waiver of any rights nor prejudice enforcement in any way.
- 12.3 In the event that any provision in these Terms shall be declared void, voidable, illegal, or otherwise unenforceable by a judicial or other competent authority the parties agree that any such provision shall be amended in such reasonable manner as achieves the intention of the parties without conflict with the judicial or other competent authority and that the enforceability of the remaining provisions shall not be affected.
- 12.4 Nothing in these Terms should be construed as indicating or giving rise to a joint venture or partnership.