



Introducer Registration Terms

PLEASE READ THESE INTRODUCER REGISTRATION TERMS (the "Terms")
CAREFULLY BEFORE REGISTERING OR USING OUR SITE(S).

For professional mortgage introducers only.

Who we are?

CHL Mortgages for Intermediaries Limited ("Lender" "we", "us", "our") are incorporated and registered in England and Wales under company number 12954007 and have our registered office at Chetwood Bank, Ellice Way, Wrexham Technology Park, Wrexham, LL13 7YT.

What is in these Terms and the purpose of our site?

These Terms detail the conditions and obligations that you are agreeing to when registering with us, and that will apply to any process of submitting mortgage applications and related documentation (the "**Application**") via our website and our online application submission portal (our "**site**") or any other method we may specify from time to time. Our Introducer Application Form Terms, which are supplementary to and should be read in conjunction with these Terms, will apply when you submit an application to us via our site.

For the purposes of these Terms an "**Appointed Representative**" means a person who acts as a representative of a Principal and for whom the Principal has accepted responsibility as defined under Section 39(2) of the Financial Services and Markets Act 2000.

For the purposes of these Terms, an "**Authorised Person**" means a person who is authorised and holds authorisations and permissions required under the Financial Services and Markets Act 2000 (and or any rules or regulations made under it) in order to submit Applications to us.

For the purposes of these Terms, a "**Mortgage Club**" means a club which we have an agreement with governing the terms applicable to any Application submitted to us by an Intermediary using the club and which operates through an association of members for the purposes of negotiating and receiving fees from mortgage lenders and providing marketing and promotional materials on behalf of its members.

For the purposes of these Terms an "**Intermediary**" means a person who submits an Application to us either (i) directly as an Authorised Person or (ii) directly as an Appointed Representative on behalf of a Principal (in which case both the Appointed Representative and the Principal shall be subject to these Terms), or (iii) through a Mortgage Packaging Company which has been pre-approved by CHL Mortgages to submit Applications on behalf of an Authorised Person or an Appointed Representative on behalf of a Principal (in which case the Mortgage Packaging Company and the individual Intermediary and the Principal shall be subject to these Terms).

For the purposes of these Terms an "**Introducer**" means an Intermediary or a Mortgage Packaging Company.

For the purposes of these Terms, a "**Mortgage Intermediary Network Agreement**" means an agreement between a Principal and us governing the legal terms applicable to any introduction of an Application to us.

For the purposes of these Terms, a "**Mortgage Packaging Company**" means a company which we have an agreement with governing the legal terms applicable to any Application they submit to us on behalf of an Intermediary, and undertakes certain parts of the mortgage process for lenders on an outsourced basis, ensuring that a complete set of documentation is collated and sent to the lender. Other activities might include a product placement and application submission service for Intermediaries.

For the purposes of these Terms, a "**Network**" means a company or organisation which operates a network of mortgage brokerages or other authorised persons whereby the company or organisation is directly authorised by the FCA and each of the mortgage brokerages are an Appointed Representative of the company or organisation and the company or organisation is responsible for the regulatory authorisations and regulatory compliance of its Appointed Representatives.

For the purposes of these Terms, a "**Principal**" means an Authorised Person who permits an Appointed Representative to carry on regulated activities on its behalf, including but not limited to a Network.

What is in these Terms and the purpose of our site? (Continued)

Expressions such as “**you**” or “**your**” shall signify such Introducer or other user of our site.

Our site is intended for Introducers who are going to submit mortgage applications on behalf of applicants (the “**Applicant**”), and, where the applicant is a company, each of the guarantors (the “**Guarantors**”) to us, in accordance with these Terms.

To register to use our site, you must follow the application procedure set out under the “**Your registration**” section below.

If you are an Appointed Representative, we and your Principal may have entered into a Mortgage Intermediary Network Agreement governing the legal terms applicable to any introduction by you of Applications. It is your responsibility to ensure that your Principal has advised you of the terms of any Mortgage Intermediary Network Agreement which may apply to you. By registering to use our site, you agree to comply with all terms of the Mortgage Intermediary Network Agreement which may apply to you. These Terms apply regardless of any Mortgage Intermediary Network Agreement entered into and in the event of a conflict, the provisions of these Terms shall prevail.

By using our site and registering your firm you accept these Terms

By using our site and/or registering your firm, you warrant and represent that, any Introducer accepts these Terms and agree to comply with them.

If you do not agree to these Terms or any Introducer does not agree to these Term, you must not use our site or register.

The Terms and the documents referred to in the Terms, including (without limitation) Introducer Application Form Terms, constitute our agreement (the “**Agreement**”) with you.

We recommend that you print a copy of these Terms and the documents referred to in the Terms for future reference.

Your registration

To register with us, you must provide complete details of the company and/or business you are trading from as set out in the registration form (**Registration Form**) including but not limited to providing such evidence of your identity and address, which we request in the Registration Form.

You must complete the Registration Form. You agree the information you provide may form the basis on which you may be accepted. You will inform us immediately if any of the information you provide or any circumstances surrounding your registration change before we accept your application to register or at any time after your registration is accepted.

You authorise us to make such enquiries we deem necessary and appropriate in deciding whether to proceed with your application and accept your registration.

You accept that we are not obliged to accept your application to register, and that we may decline it at our discretion without giving a reason.

Other terms that may apply to you

These terms of use refer to the following additional terms which can be found on our website. These also apply to your use of our site and registration, and which you agree to be bound by:

- our Privacy Policy; and
- our Cookie Policy, which sets out information about the cookies on our site; and
- our Introducer Application Form Terms

If you are an Appointed Representative or an adviser of an Appointed Representative, you will also comply with the terms and conditions, policies and procedures provided to you by your Network.

We may make changes to these Terms

We may make amendments to these Terms from time to time. Every time you wish to use our site, please check these Terms to ensure you understand the terms that apply at that time. Your continued submission of applications and the continued provision of the services will be taken as acceptance of the revised Terms.

We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs, and our business priorities.

We may suspend or withdraw access to our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms of use and other applicable terms and conditions, and that they comply with them.

If you breach these Terms, we may without notice suspend or terminate your access to our site and terminate the Agreement with immediate effect.

We reserve the right by giving you notice that we are terminating or suspending your registration and your access to our site and terminate the Agreement with immediate effect. We may give notice of your termination to any party related to Applications in progress including but not limited to the Applicant(s), your Network and/or Mortgage Club (if applicable).

We may transfer this Agreement to someone else

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.

Our site is only for users in the United Kingdom

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for the purposes of complying with the obligations of these Terms and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for other commercial purposes than those set out in these Terms without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these Terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date or that the use or registration will provide you with any income.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including but not limited to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation. We shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express or implied terms of these terms, whether in contract, tort (including negligence) or otherwise, even if foreseeable, without limitation, for any loss of anticipated savings, business revenues or profits (whether direct or indirect) or any indirect, special or consequential losses (including, without limitation, losses arising from business interruption, wasted management time, loss of goodwill, data and all other such loss either or not arising in the normal course of business) and excludes its liability to the fullest extent permitted by law.

We exclude all implied conditions, warranties, representations, or other terms that may apply to our site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

Our responsibility for loss or damage suffered by you (continued)

Your liability to us under these Terms and for any regulatory losses, fines, expenses, or other losses arising from a breach by you of any law or regulation is not excluded or limited by these Terms.

You shall at all times indemnify and keep indemnified us against all losses incurred by or awarded against us or which are agreed by us to be paid by way of settlement or compromise arising out of or in relation to any infringement or alleged infringement of any intellectual property rights of any third party which is suffered by us as a result of the provision to us of the services.

You shall not be entitled to any payments in connection with any Application which is cancelled by an Applicant or cancelled or voided by us or for any other reason given in these terms.

Any sums due from you, shall be recoverable by us from you and any sums due from you may be deducted from any sums owed or becoming owing by us to you. However, we are under no obligation to affect such set off.

Any sum owed to us by you shall be due and payable without any formal demand for payment being issued by us.

How we may use your personal information

We will use personal data relating to you and your business (but without identifying any applicant or borrower) for the following purposes;

- to keep you informed about our products and services by e-mail and post;
- for market research;
- to improve service to applicants and borrowers;
- to gather information on the distribution of our products;
- to measure our product sales and performance;
- for fraud prevention;
- for ongoing loan management;
- to formulate sales and marketing strategies; and
- for audit purposes.

We may also disclose such data to third parties, with whom we have entered into a written contract, for the purposes set out above.

By accepting these terms, you accept these uses of its personal data.

Otherwise, we will only use your personal information as set out in our Privacy Policy.

Your obligations

You warrant (and on behalf of any Intermediary) that:

- you have given full authority to any Intermediary to act as your agent to bind you in all respects when submitting Applications to us and you take responsibility for any errors or omissions of that third party. In particular, you remain responsible for all of your compliance obligations and obligations under these Terms towards any Applicant(s) and Guarantors notwithstanding any third party submitting mortgage business on your behalf. Should that third-party cease to be authorised to submit Applications on your behalf you will inform us immediately.
- the Applicants' and Guarantors' have given their permission and authority to make an enquiry and/or application on their behalf and to pass information to us, and that the Applicant and Guarantors are aware and has given their authority prior to you submitting details to us and have been advised that we may undertake such credit and fraud prevention agency searches and other searches on any address the Applicant and Guarantors have provided as we deem necessary and appropriate;
- any data including personal data collected in respect of the Applicants and the Guarantors will not be used for any purpose other than that for which it was collected, unless the Applicant's and Guarantor's (as applicable) express prior permission is obtained;
- all Applicants and Guarantors have been advised of what will happen to their personal data, been provided with a copy of your privacy policy which you warrant will comply with all current rules and regulations, including but not limited to our privacy policy and that you will comply fully and at your expense with any information request submitted by any Applicant and Guarantor and that you will comply and co-operate fully and at your expense with any investigation conducted by us or any relevant regulatory body or entity in relation to a data breach involving any data, you have collected in relation to the Applicant and Guarantor;

Your obligations (continued)

- you have and will maintain all necessary permissions, qualifications, licences, consents, or authorisations required to introduce Applicants and Guarantors to us and in particular required by the Financial Services and Markets Act 2000 and associated legislation;
- you will comply with all laws, regulations, orders, rules of and directions from the Financial Conduct Authority and any other relevant enforcement authority or regulator of activities carried on by you as well as industry codes of practice applicable to the marketing, selling and/or variation of mortgages, insurance and related products in the United Kingdom and so as not to prejudice our reputation or cause us to breach any legal or regulatory requirements;
- you will notify us immediately if you become aware of any circumstances where the FCA may initiate disciplinary proceedings against you;
- you will notify us immediately if your FCA status ceases or changes in any way;
- you will immediately notify us if you are subject to any insolvency proceedings including, without limitation, a CCJ, director disqualification, IVA with creditors or any analogous proceedings;
- you have not been convicted of a criminal offence (other than a motoring offence) and have no pending prosecutions;
- immediately notify us of any complaints relating to fraud or improper conduct by you and we may determine procedures for dealing with any such complaints and potential complaints which may include obligations for you to submit to investigation by, and provide information to, us and such other persons as we may direct;
- you will not use our name in any advertising or other financial promotion or make any offer or representation on our behalf without our prior written consent;
- you will not transact any business with tied or conditional insurance products;
- you will ensure that the principles of treating customers fairly will be upheld by you at all times;
- you will maintain a valid professional indemnity insurance policy;
- you will at all times keep confidential any of our confidential information (including but not limited to the Applicant's and Guarantors' personal data, these Terms, any lists or specific customer details and information relating to our business or affairs) and not disclose such lists or information to any competitor of ours or any other business, person or organisation;
- you will comply with all current Money Laundering Regulations and the Joint Money Laundering Steering Group Guidance Notes for the UK Financial Sector (and all Directives, Regulations, Rules and Guidance Notes issued in substitution thereof or in amendment or addition thereto), you will verify and record the identity of all mortgage applicants before passing the applications to us;
- you will provide us with copies of any identification and verification data and other relevant documents used in the identification of the Applicant and Guarantors within a reasonable period when requested;
- you will not do and have not done any action that contravenes the Bribery Act 2010 or any other applicable law or regulations or codes or which could cause us to breach the Bribery Act 2010 or any other applicable law or regulations;
- you will maintain in place throughout the duration of your relationship with us, adequate procedures designed to prevent bribery occurring within the meaning given in the Bribery Act 2010 and applicable guidance and will enforce them where appropriate;
- you will promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of these Terms;
- you will assist us in meeting our obligations under the Bribery Act 2010 where appropriate;
- you will immediately notify us in writing on becoming aware of, or suspecting, any failure to comply with any provision of clauses under this section, including details of any internal or external investigation, enquiry, enforcement or other proceedings by any regulator relating to any offence or alleged offence under the Bribery Act 2010 or any other applicable law or regulations or codes;
- you will, fully co-operate with any such investigation, enquiry, enforcement, or other proceedings to include the production of documents and the giving of evidence if required;
- you will ensure that the Applicant and Guarantors receives all documentation required by laws and regulations applicable to the marketing, selling and/or variation of mortgages and related products in the United Kingdom;
- you will not amend the details contained on any illustration or other document provided to you by us;
- you will retain a copy of your files relating to any application submitted to the Lender, including but not limited to proof of income, for a minimum of 2 years from the completion date of the mortgage or for the period required by law;
- you will ensure that all information used within any application process is accurate and a true reflection of the Applicant's and Guarantors' circumstances;

Your obligations (continued)

- if you become aware of a change to any information which may be material to the decision that we may make that you will advise us thereof promptly;
- you will comply with all requirements which we impose relating to the marketing or promotion of any of our products and will not provide any material to Applicants and Guarantors which is not intended to be provided to customers.
- you shall fully and immediately indemnify us and keep us indemnified and any of our officers or employees on demand against all liabilities, costs, expenses, damages and losses howsoever incurred (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach of the Terms or by reason of any misrepresentation or negligent, tortious or fraudulent act. This indemnity is a continuing obligation.

Data Protection

When you register for access to the site, we will collect information about you which we require to identify you, and this may include personal data. We may process your data in accordance with our obligations under the Data Protection Legislation for the purposes of identifying you, managing our relationship with you, preventing and detecting crime, carrying out regulatory and other relevant checks, meeting our obligations to any relevant regulatory authority, fulfilling your instructions, communicating with you and for the purposes of performing our obligations and enjoying our rights under these Terms. We will retain information collected about you for as long as permitted for legitimate business purposes. Further details are set out in our privacy notice which is available on our site.

You will comply fully with the requirements of the General Data Protection Regulation (Regulation (EU) 2016/679), the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the ePrivacy Regulation repealing Directive 2002/58/EC and subordinate national legislation (once applicable), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all other laws and regulations applicable to you relating to the control and processing of personal data including, where applicable, the guidance and codes of practice issued by the Information Commissioner or any other applicable supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction in connection with these Terms ("Data Protection Legislation") in respect of any personal data which you collect or otherwise process whether as Data Processor or Data Controller. Nothing within these Terms relieves you of your own direct responsibilities and liabilities under the data protection legislation.

To the extent that you act as a Data Processor on behalf of us, acting as Data Controller, you confirm that you shall comply in full with the requirements of the data protection legislation and that you have, and shall have, at all times, the appropriate technical and organisational measures in place to protect any personal data that you process against any unauthorised or unlawful processing; and against accidental loss, destruction or damage.

You shall notify us immediately if they become aware of any actual, threatened, or potential breach of security of any personal data. You shall, if a breach of security occurs, immediately take all reasonable steps necessary to:

- remedy such breach or protect the personal data against any breach or threat; and
- take all reasonable steps to investigate and correct the cause of the breach and to prevent an equivalent breach in the future.

You confirm that all Applicants and Guarantors have been advised on what will happen to their personal data, provide them with a copy of your privacy policy which, you warrant, will comply with all current law, rules and regulations, and that you will fully comply with (and at your expense) any information request submitted by any Applicant or Guarantor.

Monitoring and Access

You shall in relation to the discharge of your regulatory requirements and/or to facilitate us to meet our regulatory obligations:

- make yourself readily available for meetings with us and/or regulators as reasonably requested;
- give us and/or regulators reasonable access to any records, files, tapes, or computer systems which are within your possession or control, and provide any facilities which we and/or regulators may reasonably request;
- produce to us and/or regulators, and permit us and/or regulators to copy specified documents, files, tapes, computer data or other material in your possession or control as reasonably requested;
- print information in your possession or control which is held on computer or on microfilm or otherwise convert it into a readily legible document or any other record which we and/or the regulator may reasonably request; and
- answer truthfully, fully, and promptly all questions which are reasonably put to you by us and/or regulators.

Monitoring and Access (continued)

You will permit us, representatives of regulators and persons appointed by regulators for the purposes of this clause to have access, with or without notice, during reasonable business hours to any of your business premises in case of a regulatory investigation or to resolve a regulatory breach:

- in the case of us, to facilitate us to meet any regulatory obligations; and
- in the case of regulators or persons regulators appoint in relation to the discharge of regulators' functions under applicable regulations.

You will take all reasonable steps necessary to ensure that where any files, business records or other relevant information or documents belonging to you or otherwise within your control, are present at a location other than your business premises, we and regulators are given the same rights of access to that location as they have in relation to your business premises.

For the purposes of this clause any reference in this clause to regulators shall include any regulator representatives or appointed agencies; any reference in this clause to files, tapes, computer data, computer systems, information, documents and/or other material shall as appropriate include, without limitation, any financial information and/or business records.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in the Acceptable Use section. If you wish to link to or make any use of content on our site other than that set out above, please contact us.

Which country's laws apply to any disputes?

These Terms of use, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Our trademarks are registered

You are not permitted to use the trademarks "CHL", "CHL Mortgages" or the "CHL Logo" without approval, unless they are part of material you are using as permitted under these Terms.

Applications

The submission of Applications will also be governed by our Introducer Application Form Terms.

We reserve the right to refuse to accept business from you if repeatedly unsuitable business is submitted.

We will not be liable to check or ensure that you have the necessary authorisation or permissions and will be relying wholly on you in this regard. However, you accept that we may from time to time make any relevant searches and checks in respect of you and your owners as we see fit.

If you knowingly submit a fraudulent Application, we may suspend or terminate our business relationship with you and may advise the FCA and selected fraud prevention agencies.

We may (but are not under any obligation to do so) make loans to those Applicants introduced by you (if we consider it appropriate to do so, acting in our absolute discretion).

In relation to each Application, you, and any Intermediary, undertake to and agree with us to:

- ensure that you act in the best interests of the Applicant and Guarantors and us when providing the services under these Terms;
- maintain proper records of all transactions effected by you;
- not do anything which would result in us being in breach of any applicable regulations or any other rule of law, statute or regulation;
- ensure that Applicants and Guarantors are aware that any fee paid by the Applicant to you, other than our application fee/ valuation fee/TT fee/product fee (if applicable), is not for the benefit of or at the request of us;
- ensure that all documentation required by laws and regulations applicable to the marketing, selling and/or variation of mortgages and related products are provided to the Applicant and Guarantors;
- undertake full responsibility for the correct submission of all supporting documentation within the agreed timescales, including payment of all fees to us.
- notify us immediately if it becomes aware of any errors or inaccuracies in respect of any Application Form;
- comply with all legal and regulatory requirements as are applicable to its obligations under these terms;
- co-operate fully with us for the purpose of compliance with all applicable regulations;
- notify us immediately if it suspects any fraudulent activity on the part of the Applicant or Guarantors;
- ensure full and accurate completion of the Application submission process advised or provided to it by us from time to time; and
- provide us with all supporting documentation as set out in our lending policy (as may be amended from time to time) applicable to the product which the Applicant is applying for.

We reserve the right to perform regular random sample checking of the accuracy / legitimacy of the documents you certified.

All Applications must be correctly submitted with all relevant documents. We will not accept liability for delays caused by incomplete or inaccurate information provided by you.

Once the Application has been submitted, we will process the Application, and notify you in writing whether the application has been successful, or whether we need further information.

You agree that the services will be provided using all reasonable skill, care and efficiency of a diligent provider of services of a similar nature and in accordance with normal good industry standards and practices.

Nothing in these Terms or in the provision of the services by you shall constitute an exclusive arrangement or appointment as between us and a particular intermediary, and nothing shall prevent us from accepting mortgage business from any other intermediary, business, person or organisation in any area, or from appointing any other business, person or organisation as Intermediary, as we shall from time to time see fit. You acknowledge that it is not the exclusive supplier of any services similar to the services to us.

Nothing in these Terms is intended to or shall be deemed to establish any partnership or joint venture between us and you. Nothing in these Terms shall be deemed to constitute either party (us or you) being the agent of the other party, nor authorise either party to bind or contract in the name of the other or make or enter into any commitments for or on behalf of the other party. You shall not hold yourself out as an appointed representative or agent of us. When you introduce Applicants and Guarantors to us you are not acting as our agent, and do not have the authority to make agreements or promises on our behalf or act on our behalf in any other way. You must ensure the Applicants and Guarantors are made aware of this. You accept that:

- we are not obliged to accept an Application and may decline it at our discretion without giving a reason; and
- that we are entitled to attach whatever conditions, we deem necessary and appropriate in order to offer a mortgage or any other financial product to the Lender.

An Application and associated documentation must be correctly and appropriately completed and presented to a satisfactory standard, with all relevant questions legibly, accurately, and correctly answered.

You must take all reasonable steps to ensure that the information provided throughout the Application process is full, accurate and

Applications (continued)

complete at all times. It is our responsibility to decide whether the Application is complete for its purposes and it is at our discretion whether to issue a mortgage offer and, if so, on what terms and we reserve the right at our sole discretion to refuse all or any Applications from you and we are under no obligation to give a reason for doing so.

Business is written on the understanding that the Intermediary takes responsibility for the accuracy of the information input. You must ensure the Application has been fully and properly completed, and you must take all reasonable steps to ensure that the information it contains is in every material respect accurate, correct and not misleading.

You will not withhold, any information or documentation that may be material to an Application, and where there is any doubt about whether or not any information or documentation is material for the purposes of this clause, it must be treated as material.

Documentation, as required by us and notified to you from time to time, must be obtained by you and sent to us with any Application.

If you submit Applications through a packager, that packager must be pre-approved by us and you will notify us if it has any business connection with that packager. Submission through a packager or Network does not negate your obligations under these Terms.

You consent to us using public data from credit reference agencies and fraud prevention agencies when considering Applications and we reserve the right to take additional references/information and has the final decision on whether to accept an Application.

We cannot divulge to you or Applicants or Guarantors any confidential information received from third parties (including credit reference agencies). The name of any credit reference agency used will be supplied upon request.

You will be liable to cover all liabilities, legal fees, and losses to us in the event of a fraudulent Application being submitted by you.

Payment of Fees

A fee will be paid to you following successful completion of an Application introduced by you in accordance with the following:

- We will only pay you at rates and terms agreed by us and you according to the final relevant Illustration or Decision in Principle document that shall be provided to you, dependent on the type of mortgage loan being sought.
- If you sign up to receive fees through a third party such as a Network, Mortgage Club, Principal, Mortgage Packaging Company, or specialist distributor, then that third party will receive the fee on your behalf and that fee may be different to that set out above. We are not responsible for any fees or fee arrangements between you and the third party and you agree that payment by us of fees to that third party extinguishes any liability we have to you in relation to those fees and the onward payment of the fees by your Network, Mortgage Club, Principal, or Mortgage Packaging Company, will be subject to the terms and conditions of any agreement you have with that third party.
- We will pay the fee to you, or your selected third party, within 28 days of us receiving confirmation of the date of completion from the solicitors.
- We will not accept any business from, nor pay any fee to, any firm that does not hold the appropriate licences, registrations or permission with the FCA, or that does not comply at any time with any applicable rules, laws, statutes or regulations.
- We will pay the fee on any successfully introduced Applicant mortgages where you held valid authorisation both on the date of application and on the date of completion of the mortgage.
- We will not pay the fee on any successfully introduced Applicant mortgages where your authorisation was revoked on or before the date of completion of the mortgage.
- We will not be liable to pay the fee to you where you do not disclose your entitlement to the fee to the Applicant and Guarantors while providing the services.
- We will be entitled to set off any outstanding fee against any debt owed to us by you.
- We will be entitled to withhold any fee either in whole or in part if we are aware of any breach of these Terms or we reasonably believe or suspect fraudulent or negligent activity or omission(s) or any form of misconduct by you.
- If any Application submitted to us by you is found to be fraudulent you will not be entitled to any fee. If we discover after the date of completion of a mortgage, the Application was fraudulent then you must immediately on demand repay any fee already paid in respect of the fraudulent Application Form.
- The purchase of a mortgage product by an Applicant from us is deemed to be completed on the date on which the loan advance is released by us/our solicitors to the Applicant.

Acceptable Use

You may use our site only for lawful purposes.

You may not use our site:

- in any way that breaches any applicable local, national or international law or regulation.
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- for the purpose of harming or attempting to harm minors in any way.
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with the standards as set out in these Terms.
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site other than in accordance with these Terms.
- not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

Miscellaneous

The rights of each of the parties under these terms may be waived only in writing and specifying the reason of the waiver. Any delay in exercising or failure to exercise any such right is not a waiver of that right.

If, at any time, any provision of these terms is or becomes illegal, invalid or unenforceable in any relevant jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other relevant jurisdiction shall be affected or impaired.

Notwithstanding anything else contained in these terms, neither party shall be liable for any failure, interruption or delay in performing its obligations under these terms, in whole or in part, if such delay or failure is caused by an act of force majeure affecting that party.

A party affected by a force majeure event shall make all reasonable efforts to minimise the effect of it and shall promptly resume performance as soon as possible after the removal of the circumstances of force majeure.

You shall have in place adequate disaster recovery processes and protections, including in relation to original documents and information obtained through "Knowing Your customer" checks made, and held, by you.

These terms shall not be enforceable under or by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party or a successor, transferee, or assignee of a party.

Nothing in these Terms shall be construed as the Intermediary acting as our agent and the Intermediary acknowledges and accepts that it does not have authority to act on our behalf or to bind us in any way.

You may not assign, sub-contract, sub-delegate, or transfer all or any part of your rights or obligations under these terms. We may transfer our rights and obligations under these terms to another organisation without your consent. We will always tell you in writing if this happens.

Except to the extent of any misrepresentation or breach of warranty which constitutes fraud, these terms contain the entire agreement and understanding of the parties. You acknowledge that by accepting these terms, you have not relied on any representation, warranty, collateral contract or other assurance made by or on behalf of any other party and waives all rights and remedies which might otherwise be available to you in respect of any such representation, warranty, collateral contract or otherwise but for this clause.