



Intermediary Terms of Business

1. Application of these terms

- 1.1. These Intermediary Terms of Business (“Terms”) set out the conditions under which you as an Intermediary are to submit Applications to us, Generation Home (trading name of Imagine Mortgages Limited), (“Generation Home”, “us”, “our” or “we”). These Terms apply whether you are a Directly Authorised Intermediary, a Principal or an Appointed Representative.
- 1.2. Whenever you submit an Application to us, you agree to these Terms. The Terms, any relevant amendments to them and acceptance of the Terms via the relevant declaration together constitute a (“Mortgage Intermediary Agreement”).
- 1.3. We reserve the right to alter these Terms at any time by providing written notice to you in advance and your continued submission of Applications to us will be taken as acceptance of the revised Terms which shall apply in respect of Applications submitted after the revised Terms have taken effect.
- 1.4. These Terms apply if:
 - 1.4.1. you are an Appointed Representative and your Principal has entered into a Mortgage Intermediary Agreement with us;
 - 1.4.2. you are a Principal and you have entered into a Mortgage Intermediary Agreement with us; or
 - 1.4.3. you are a Directly Authorised Intermediary and have entered into a Mortgage Intermediary Agreement with us.
- 1.5. If you are an Appointed Representative, we may have entered into a Mortgage Intermediary Agreement with your Principal (commonly referred to as a ‘network’) to govern the legal terms applicable to any introduction of mortgage cases by you. It is your responsibility to ensure that your Principal has advised you of the terms of any Mortgage Intermediary Agreement which apply to you. By entering into these Terms, you agree to comply with all the terms of the Mortgage Intermediary Agreement which apply to you.
- 1.6. Intermediaries will only be able to submit Applications to Generation Home where a Mortgage Intermediary Agreement has been entered into with Generation Home.

2. Definitions

2.1. In these Terms, the following definitions apply:

“Applicable Regulations” means all laws, regulations, orders, directions and relevant expectations from regulators and industry codes of practice applicable to the sale, marketing or variation of mortgages and related products in the UK, including, the FSMA, the FCA Handbook, the DP Legislation, the CCA, the Advertising Standards Authority British Code of Advertising, the Money Laundering Regulations 2007, the Terrorism Act 2000, the Proceeds of Crime Act 2002 and the Anti-Bribery and Corruption Act 2010 (and all updates and amendments thereto);

“Applicant” means a Person or Persons applying for a Mortgage Advance;

“Application” means any application for a Mortgage Advance that you send to us on behalf of an Applicant;

“Appointed Representative” means a Person who acts as the representative of a Principal (as defined under section 39(2) of the FSMA) and for whom the Principal has accepted responsibility;

“Authorised Person” means a Person who is authorised and holds authorisations and Permissions in order to submit Applications to us under these Terms;

“CCA” means the Consumer Credit Act 1974 as amended or replaced from time to time;

“Client Data” means the Personal Data (as defined in the DP Legislation) of a Lead;

“Club” means a club which operates through an association of Members for the purposes of negotiating matters such as Fees with mortgage lenders and providing marketing and promotional activities on behalf of its Members;

“Confidential Information” means in relation to either party, any and all information in whatever form (excluding personal data of any Applicants under the DP Legislation), whether oral or in writing that (i) by its nature is confidential; (ii) the other party knows or ought to know is confidential or (iii) is designated by the Disclosing Party as confidential and is disclosed to or otherwise learnt or acquired by the Receiving Party in connection with these Terms;

“Directly Authorised Intermediary” means an Intermediary who submits an Application to us directly as an Authorised Person;

“Disclosing Party” means the party to whom any Confidential Information belongs and which is disclosed to the other party;

“DP Legislation” means the GDPR, DPA and all other applicable legislation relating to personal data protection and privacy together with any national implementing laws in any Member State of the European Union (“EU”) or, to the extent applicable, as amended, repealed, consolidated or replaced from time to time;

“DPA” means the UK Data Protection Act 2018;

“Effective Date” means the date you accept these Terms via the relevant declaration;

“FCA” means the Financial Conduct Authority (and any successor);

“FCA Handbook” means the FCA Handbook of rules and guidance pursuant to the FSMA as amended or replaced from time to time;

“Fees” means the procuration fees payable under Clause 14 & Schedule 1 of these Terms;

“FSMA” means the Financial Services and Markets Act 2000 (and any associated or successor legislation or regulations);

“UK GDPR” means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, including the EU GDPR as incorporated into the laws of the United Kingdom pursuant to section 4 of the European Union (Withdrawal) Act 2018 (as amended, including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019);

“Group” means, in relation to any party, that party and every other legal Person which from time to time is or which becomes a subsidiary, majority shareholder or holding company of that party or a subsidiary of any such holding company (and the terms “subsidiary” and “holding company” shall have the meanings given to them by Sections 1159 and Schedule 6 of the Companies Act 2006);

“Initial Documentation” means the documentation (as amended by us from time to time) that we require be completed in order for us to process an Application you submit to us;

“Intermediary” means any Person who submits an Application to us either (i) directly as an Authorised Person or (ii) 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);

“Intermediary Panel” means a panel of Intermediary firms through which Generation Home can distribute its mortgages;

“Lead” means a client or prospective client who requires a mortgage and who is introduced to us as a potential client;

“Lending Criteria” means our criteria in respect of accepting business from you, which we may vary and/or reissue from time to time. As found on our intermediary site at <https://criteria.generationhome.com/>;

“Liability” means any liability under or in connection with these Terms, whether under contract, tort (including negligence), or otherwise and whether or not foreseeable or contemplated by the parties;

“Losses” means losses (whether direct, indirect, special, costs, actions, liabilities, damages, expenses, demands or claims (including reasonable legal fees);

“MCOB” means the Mortgages and Home Finance: Conduct of Business sourcebook in the FCA Handbook;

“Member” means a member of a Club and those persons engaged in introducing Applicants to us and shall include any person who is authorized by the FCA and has the relevant Permissions to carry out the purposes contemplated by these Terms;

“Mortgage Advance” means any advance (which may include a further advance) made by or on behalf of us that is secured or intended to be secured by a first charge over the Property, or any advance made by or on behalf of us;

“Mortgage Intermediary Agreement” means an agreement between a Principal and us governing the legal terms applicable to any introduction of mortgage Applications to us entered into by acceptance of the Terms via the relevant declaration;

“Permissions” means permissions, licenses, consents, or authorisations required under the FSMA or the CCA or any other relevant Applicable Regulations and, if you are an Appointed Representative, all such permissions or authorisations required from your Principal;

“Person” means a natural person, corporate or unincorporated body (whether or not having separate legal personality);

“PRA” means the Prudential Regulation Authority (and any successor);

“Principal” means an Authorised Person who permits an Appointed Representative to carry on regulated activities on its behalf;

“Property” means the property over which security exists, or is to be taken, in respect of the Mortgage Advance;

“Receiving Party” means that party by whom the Confidential Information of the other party is acquired in connection with any Application and/or these Terms;

“Services” means the services provided by you, whereby you introduce Applications to us in order that we may consider if we will offer a Mortgage Advance to such Applicants;

“Staff” means any individual who is either (i) working for you; (ii) for the Principal and who is under your control and supervision or (iii) engaged to fulfil your duties in connection with your Mortgage Intermediary Agreement; and

2.2. **“you”** or **“your”** means the Intermediary.

2.3. Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. The service and your obligations

3.1. You may, but are not under any obligation to, introduce Applicants to us. In the event that you submit an Application to us and provide Services on these Terms, you agree that you will:

3.1.1. comply with Applicable Regulations and your obligations under these Terms;

3.1.2. take reasonable steps to check that the Applications you submit meet the requirements of our Lending Criteria;

3.1.3. use all reasonable professional skill, care, honesty and diligence in your provision of Services, acting in accordance with best industry practices and standards;

3.1.4. provide us with reasonable audit access to relevant systems and information;

3.1.5. employ appropriately skilled, competent, efficient, and experienced Staff as required by Applicable Regulations and ensure Staff are properly trained in mortgage products so that features, risks and best and most suitable advice can be explained and given to Leads and our products matched to the needs and circumstances of a Lead;

3.1.6. You will disclose the CIFAS declaration to all applicants referred to in section 6 of this document.

- 3.1.7. supply any adequate explanations that must be supplied to Applicants under Applicable Regulations;
- 3.1.8. obtain and ensure the continued validity of any necessary authorisation, licence, consent, permit, registration, Permission or approval required by you from anybody else in connection with these Terms or the activities to be carried out pursuant to them and provide such evidence of these as we may at any time request;
- 3.1.9. ensure sales processes are designed to identify the needs of Leads and take all reasonable steps to ensure that all information supplied in an Application is full, accurate and complete;
- 3.1.10. promptly inform us of any relevant and material information (i) relevant to an Application including information obtained during the Application process about future potential or actual changes to affordability; (ii) which we reasonably request in relation to an Application; and/or (iii) to ensure that we comply with any Applicable Regulations;
- 3.1.11. forward fully and properly completed Initial Documentation in a timely manner;
- 3.1.12. use reasonable endeavours to ensure the accuracy of Client Data and other data relating to Leads supplied to us;
- 3.1.13. ensure that any execution-only sale is undertaken when Applicable Regulations permit or use of the execution only process, and is in the Lead's best interests and on request produce evidence to confirm the basis upon which the execution-only sale was made;
- 3.1.14. proactively monitor and record advice given by all Staff and take appropriate action necessary to ensure you are not in breach of any of your obligations under these Terms;
- 3.1.15. ensure that all documentation captured or generated during the sales process is retained in accordance with Applicable Regulations;
- 3.1.16. deal fairly and appropriately with complaints and claims relating to activities for which you are responsible including the sales process, advice and product recommendations in accordance with a documented and updated complaints procedure which complies with Applicable Regulations;
- 3.1.17. forward to us details of any complaints and claims you receive in connection with us or activities for which we are responsible in a timely manner;
- 3.1.18. promptly distribute to Leads any information you receive which is to be supplied to them;
- 3.1.19. comply with all reasonable instructions given by us to you; and
- 3.1.20. maintain appropriately documented procedures for all your business operations which comply with Applicable Regulations and best industry practice.

- 3.2. You will not do, or omit to do, anything, which would be reasonably likely to:
 - 3.2.1. adversely affect any authorisation, licence, consent or Permission necessary or desirable for the conduct of our business;
 - 3.2.2. cause us to breach Applicable Regulations;
 - 3.2.3. cause any mortgage granted by us to be unenforceable pursuant to Applicable Regulations; or
 - 3.2.4. cause any unfair relationship to arise under Applicable Regulations.
- 3.3. You must notify us if:
 - 3.3.1. a Person takes a step, which would result in a change of control over you (using applicable definitions from the Glossary to the FCA's Handbook);
 - 3.3.2. there is any material change, to your business; or
 - 3.3.3. you are reasonably likely to be unable to comply with any provision of these Terms.
- 3.4. Notwithstanding anything else in these Terms, we reserve the right, at our sole discretion at any time, to decline any Application submitted by you, with or without giving prior notice.

4. The Application

- 4.1. We may, but are not under any obligation to, make a mortgage offer to the Applicants.
- 4.2. We reserve the right, at our absolute discretion, not to accept an Application.
- 4.3. We will arrange all processing and administration of each Application. We will use reasonable endeavours to keep you informed of any changes to our procedures, including the details of our Lending Criteria. These updates will be provided to you via our broker access portal ("Broker Access Portal") and by notification to your business email address.
- 4.4. All Applications must be submitted with all relevant monies due. We will not accept Liability for delays caused by incomplete or inaccurate information provided by you. Prior to submission, you must have taken reasonable steps to ensure the Application meets our current Lending Criteria.
- 4.5. You shall only submit Applications to us via our Broker Access Portal. You will be advised of any changes that may be made to our Broker Access Portal from time to time. You will ensure that, prior to submitting an Application, you have verified the identity of the Applicant in accordance with Applicable Regulations. You will provide to us the relevant documentation which we require from time to time, including photographic

identification for each Applicant that will be in such form as we may require or permit. You will further ensure that the Application has been fully and properly completed and you shall take all reasonable steps to ensure that the information included in the Application is in all material aspects correct, complete and not misleading.

- 4.6. We will provide you with appropriate user access details to enable you to submit Applications to us. You are not permitted to share these access details with any third parties, and it is your responsibility to ensure that this information is stored securely. If you share your user access details with anyone, or if we become aware that anyone else has used these details, this will constitute a material breach under Clause 18.3 of these Terms and we may immediately suspend your registration as a member of our Intermediary Panel.
- 4.7. When you introduce Applicants to us, you are not acting as our agent and you do not have the authority to make agreements or promises on our behalf or to act on our behalf in any other way. You shall:
 - 4.7.1. not hold yourself out as an appointed representative or agent of Generation Home; and
 - 4.7.2. take steps to notify potential Leads and any other third parties of the capacity in which you are dealing with that party as required by any Applicable Regulations.

5. Authorisation

5.1. You warrant that:

- 5.1.1. you are an Authorised Person or an Appointed Representative;
- 5.1.2. you have obtained all necessary Permissions which are required for you to perform the Services and to fulfil your obligations in accordance with these Terms, including carrying out all activities required in the processing of Applications and in dealing with Applicants;
- 5.1.3. you and/or your Staff are suitably qualified (as required by the FCA (and if relevant PRA) from time to time); and
- 5.1.4. if you are an Appointed Representative, your agreement with your Principal includes the authority to conduct the above regulated activities.

5.2. You must be either directly authorised and regulated by the FCA or operate as an Appointed Representative of a Principal. You must be able to provide to us, when requested, the following information:

- 5.2.1. written evidence of being an Authorised Person or an Appointed Representative and/or your Permissions;
- 5.2.2. your registration under the DP Legislation; and
- 5.2.3. any other licences, registrations, authorisations, and powers that allow you to perform the Services and to enter into and comply with these Terms.

5.3. You must notify us immediately if:

- 5.3.1. you are investigated for a breach of the FSMA; to the extent that you are permitted to do so by the regulatory body;
- 5.3.2. upon ceasing to be an Authorised Person or if there are any changes to the Permissions held by you;
- 5.3.3. your registration with the FCA is terminated or you are no longer authorised by the FCA;
- 5.3.4. you are investigated by any regulatory body, or asked to respond to questions relating to material business issues, to the extent that you are permitted to do so by the regulatory body; and
- 5.3.5. you are an Appointed Representative and your agreement with your Principal terminates for any reason.

6. Compliance

6.1. You must comply with Applicable Regulations in full and carry out your activities in accordance with good industry practice, in good faith and so as not to prejudice our reputation or cause us to breach any Applicable Regulations. If you submit a fraudulent Application, we reserve the right to remove you from our Intermediary Panel and to advise the FCA under the Information from Lenders Scheme. In addition, we reserve the right to inform your Principal if we remove you from, or refuse you entry to, our Intermediary Panel.

6.2. You shall ensure that:

- 6.2.1. you obtain any consents that may be required from the Applicants in order to perform your obligations under these Terms;
- 6.2.2. your choice of lender, products and Services is unbiased, and you act in the best interest of the Applicant based on the information which is provided to you; and
- 6.2.3. where applicable, you make full disclosure in writing and orally to the Applicants of the fact and amount of any procurement fee you will receive in respect of the Application.
- 6.2.4. The applicants' personal information that we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify the applicants' identity. If fraud is detected, applicants' could be refused certain services, finance, or employment. Further details of how applicants' information will be used by us and these fraud prevention agencies, and your data protection rights, can be found by <https://www.cifas.org.uk/fpn>

6.3. You warrant that the advice which you provide to Applicants in respect of all Applications will comply with the MCOB rules of advised sales (MCOB 4.7A) and that you will only submit to us any "execution-only" or "rejected advice" Applications when agreed with us in writing.

- 6.4. We shall not be responsible for any failure by you to provide advice to any Applicants or for any other breach of any Applicable Regulations, including the MCOB rules. We may refuse to do anything that is otherwise required to be done under these Terms if to do so would be in violation of any Applicable Regulations, including the FSMA, CCA and any obligation in the MCOB standards.
- 6.5. We will not accept Applications from you submitted in your own name or on behalf of any Person acting on your behalf (including Staff, agents or consultants) who is not appropriately authorised or exempt from authorisation by the FCA or any other relevant regulatory authority and you accept responsibility for and warrant that all such Persons as aforesaid are appropriately authorised. We reserve the right to reject any Application submitted by you if we suspect that it does not meet the requirements set out in this Clause 6.
- 6.6. You will at all times be responsible for ensuring that all Staff comply with these Terms and Applicable Regulations, including the advice given to Applicants about the Application, and nothing in these Terms will relieve you of any liability for the acts or omissions of such Staff concerning the obligations contained in these Terms. You shall be liable to us in respect of any Losses incurred or suffered by or made against us or our affiliates wholly or in part, resulting directly or indirectly from, or connected in any way with any breach of your obligations (to the extent of Your culpability) under this Clause 6.5, whether or not such Losses were foreseeable at the date of entering into your Mortgage Intermediary Agreement.

7. Data Protection

7.1. Data Protection - obligations

- 7.1.1. In respect of personal data collected by you from an Applicant prior to submitting the Application to us, you shall be the data controller and, notwithstanding Clause 7.1.2 below, you shall remain data controller in respect of such personal data.
- 7.1.2. You acknowledge and agree that we shall be a data controller of any Applicant's personal data that is disclosed to us pursuant to an Application at the point of submission of the personal data to us, or otherwise in connection with these Terms.
- 7.1.3. We do not consider the activity envisaged under these Terms would lead to you being deemed to be a data processor appointed by us under the DP Legislation. If our view on this changes, we will update these Terms and notify you accordingly.
- 7.1.4. The parties shall at all times comply with the requirements of the DP Legislation; in particular, you shall:
- 7.1.4.1. ensure that you have the Applicant's authority to disclose their personal details to us in any format; and

7.1.4.2. provide the Applicant with a comprehensive privacy notice which will, amongst other things, inform the Applicant that their data will be passed to third party mortgage providers to ensure that we may lawfully use this personal data.

7.1.5. Prior to the submission of any Application to us, you agree to make the Applicant aware of the provisions of our privacy notice (as available on our website and updated from time to time) by referring Applicants to our website or by providing a paper copy.

7.1.6. If you send documentation to us or correspond with us electronically, you must use a secure encrypted format.

7.1.7. Your duties under this Clause 7 shall survive any termination of your membership from our Intermediary Panel.

7.2. Data Protection - your rights

7.2.1. We will process the personal data which you provide when you apply for membership of our Intermediary Panel or which we acquire subsequently from you or a third party as is necessary to appoint you to our Intermediary Panel, process Applications, and comply with our obligations to share data with fraud prevention agencies and others, as described more fully in our Intermediary Panel application form or other appropriate document. You have certain rights in respect of your personal data as described in our privacy notice which is available on our website.

7.2.2. As part of our Intermediary Panel, you will receive communications regarding account, service and platform updates, as well as important business information that enables you to submit an Application to us, including criteria and rate changes. You can unsubscribe from these communications by terminating your registration as a member of our Intermediary Panel pursuant to Clause 18.5.

7.2.3. As part of our Intermediary Panel, you are automatically opted in to marketing communications, including our newsletter and the right to be contacted for reviews and research purposes. You have the right to manage your preferences or opt out of these communications by using the unsubscribe link in the communications we send you or notifying your relationship manager.

7.3. Data Protection – General

7.3.1. The parties agree not to do, or fail to do, or permit to be done, anything which causes the other party to be in breach of its obligations under the DP Legislation.

7.3.2. Each party shall provide reasonable cooperation and assistance to the other party to enable the latter party to fulfil its respective obligations under the DP Legislation.

7.3.3. Each party shall use commercially reasonable endeavours to ensure that any Client Data it provides to the other party from time to time is accurate and up to date.

- 7.3.4. Should either party receive a complaint, request, enquiry or demand from or on behalf of a data subject or supervisory authority in relation to the processing of Client Data (including any request for rectification or erasure of personal data or restriction of processing made in accordance with Articles 16, 17(1) or 21 of the GDPR), it shall promptly and in any event within two (2) business days notify the other party in writing of such complaint, request, enquiry or demand.
- 7.3.5. Each party shall immediately notify the other party in writing of any Personal Data Breach (as defined in the DP Legislation) involving Personal Data shared in connection with these Terms or breach of the provisions of this Clause 7 or if any complaint is made by a supervisory authority relating to Client Data. In the event of a notification under this Clause 7.3.5, the parties shall provide full cooperation and assistance to one another in relation to such breach or complaint.
- 7.3.6. If, at any time, a party is of the opinion that it is processing Client Data as a processor on behalf of the other party, it shall immediately:
- (a) cease any processing where it may be acting as a processor;
 - (b) notify the other party immediately of such processing; and
 - (c) if the other party agrees, process such Client Data as a processor solely on the written instructions of the other party, which are at least equivalent to the provisions required under Article 28 of the GDPR and promptly negotiate (acting reasonably and in good faith) data processing terms that comply with DP Legislation.
- 7.3.7. Each party warrants to the other, that, where either the Intermediary or Generation Home collects Client Data which it subsequently transfers or makes available to the other, that Generation Home or the Intermediary (as applicable) have:
- (a) collected such data fairly and lawfully in accordance with the DP Legislation;
 - (b) a valid “lawful basis” to transfer such data to the other party in accordance with the DP Legislation; and
 - (c) a valid “lawful basis” for the other party to process that data in accordance with its obligations under these Terms in accordance with the DP Legislation and that any such use will not breach the DP Legislation.
- 7.3.8. The parties shall (as applicable):

- (a) not at any time act in any way in relation to the Client Data (or otherwise) which might reasonably damage the reputation or goodwill of Generation Home or the Intermediary or its relationship with Leads; and
- (b) at the Disclosing Party's cost, promptly provide to the requesting party all information in the Disclosing Party's possession concerning any unauthorised or accidental disclosure of, or access to, the Client Data and promptly inform the data protection regulator or data subjects in respect of such an incident.

7.4. Each party will ensure that it implements and maintains appropriate technical and organisational measures to ensure a level of security in accordance with Article 32 of the GDPR to ensure the confidentiality and integrity of all Client Data. Neither party shall downgrade the security configuration of any system processing any such Client Data or information without the prior written consent of the other party.

7.5. Payment Card Industry – Data Security Standards

7.5.1. In the event that, when submitting any Application you obtain from an Applicant any “sensitive card data” (as such term is understood in the payment cards industry), which shall as a minimum include the card number and/or CVC, you shall:

7.5.1.1. comply with the Payment Card Industry Security Standards Council's then current standards (“PCI Standards”) in respect of such sensitive card data for the duration of your Mortgage Intermediary Agreement and until such point as all relevant sensitive card data has been securely deleted from your infrastructure in accordance with the PCI Standards relating to secure deletion;

7.5.1.2. be responsible for ensuring that such sensitive card data:

- (a) is held securely by you and is not released to any other Person;
- (b) is used solely for the purposes of submitting the Application; and
- (c) is promptly destroyed upon submission or withdrawal of the Application and is not stored or held in paper or electronic form.

7.5.2. You acknowledge that you are responsible for the security of the relevant sensitive card data in your possession and will indemnify us (to the extent of Your culpability) for all Losses including all costs, fines or charges resulting from a failure to comply with this Clause 7.5 and incurred directly or indirectly arising out of or associated with the relevant sensitive card data being compromised and this will remain in full force and effect notwithstanding the termination of your membership from our Intermediary Panel or termination of your Mortgage Intermediary Agreement.

7.6. This Clause 7 shall survive termination of these Terms.

8. Confidentiality

- 8.1. During the period in which you are registered as a member of our Intermediary Panel, we will grant access to our Broker Access Portal to you and to any members of your Staff who require access for administrative purposes. We will provide each of your users with separate user IDs and passwords for this purpose. Once you have been issued with a user ID and password, you must not disclose it to anyone including, for the avoidance of doubt, any fellow intermediaries or members of Staff, and you shall also procure that no member of Staff shall disclose their own access details to any third party. If your access details, or that of any member of your Staff, are revealed to any other person (whether another member of Staff or a third party), whether deliberately or in error or otherwise, we will not be liable to you for any loss incurred by you and you agree to indemnify us in respect of Losses which we may incur as a result of the unauthorised use of your access details absent any fault of ours or our agents. You agree that your use of our website shall be solely for the purposes of acting as an Intermediary and that you shall abide by any usage restrictions that may be imposed from time to time.
- 8.2. Subject to Clauses 8.3, 11.1 and 13, the Receiving Party will keep all Confidential Information of the Disclosing Party secret and confidential, will only use the other party's Confidential Information for the proper performance of its obligations under these Terms and will not, without the Disclosing Party's written consent, communicate or disclose, whether directly or indirectly and whether in writing or orally, Confidential Information to any other person other than in accordance with these Terms, save that:
- 8.2.1. the obligations of confidentiality in this Clause 8 will not extend to Confidential Information which:
- 8.2.1.1. the other party can show is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under these Terms;
- 8.2.1.2. was in the other party's written records prior to entering into these Terms and not subject to any confidentiality obligations; and
- 8.2.1.3. was independently disclosed to the other party by a third party entitled to disclose the same; and
- 8.2.2. such Confidential Information may be disclosed by either of us to members of Staff, professional advisors, any Group member, or any crime prevention or regulatory bodies that have a need to know such Confidential Information, provided that they agree to keep such Confidential Information confidential on terms similar to these Terms.
- 8.3. Without prejudice to any other disclosure obligations under these Terms, either of us may request and require the other to disclose any information in its possession and control as necessary for the requesting party to comply with its obligations under Applicable Regulations.

9. Money Laundering, fraud and investigations

9.1. In relation to all business that you refer to us, you must:

- 9.1.1. ensure that you comply with Applicable Regulations relating to money laundering, including the latest UK money laundering regulations (“MLRs”) and any subsequent amendment, substitution or addition to the foregoing;
- 9.1.2. be responsible for effecting and maintaining such due diligence measures (particularly in respect of any necessary fraud and AML processes) in respect of an Applicant and record keeping procedures as are required by Applicable Regulations; we may rely on the said due diligence that you have undertaken for the purposes of satisfying your own requirements to undertake due diligence in respect of an Applicant. In these cases, you consent to being relied on within the meaning given in the MLRs and will retain copies of the data and documents related to the due diligence in accordance with the MLRs;
- 9.1.3. if requested provide immediately all information or evidence of identity data gathered about the Applicants and any other relevant information collected in applying Applicant due diligence measures as required under the MLRs;
- 9.1.4. not knowingly engage in any act which would constitute money laundering, as defined in Applicable Regulations;
- 9.1.5. notify us in writing, as soon as reasonably practicable, if you know or suspect that an Applicant is engaging in money laundering, as defined by in Applicable Regulations; and
- 9.1.6. be responsible for the implementation of reasonable procedures for the prevention of the facilitation of tax evasion by any associated person(s) as required by the Criminal Finances Act 2017.

9.2. You represent, warrant and undertake that, other than as disclosed in writing to us, neither you, nor any Staff have been prosecuted, charged or convicted of any offences pursuant to the MLRs or any other Applicable Regulations.

9.3. You will notify us in writing as soon as reasonably practicable if:

- 9.3.1. you, your Staff or partners in your business, are charged with or convicted of any offence involving fraud or dishonesty. For the avoidance of doubt, this shall include (but is not limited to) any offence pursuant to the Fraud Act 2006, the Proceeds of Crime Act 2002 and/or the Criminal Finances Act 2017 (including the facilitation of tax evasion);
- 9.3.2. you or any of your Staff are formally investigated by the FCA, PRA, or any other body which regulates you, whether or not that investigation proceeds, and provide us with details of the reasons for the investigation. For the avoidance of doubt you are not required to notify us of any investigation that constitutes a standard audit or inspection visit by a regulatory body; or
- 9.3.3. you or any of your Staff, are disciplined by the FCA, PRA or any other body which regulates you.

10. Anti-Bribery, Corruption and Modern Slavery

10.1. You agree to:

- 10.1.1. comply with Applicable Regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010, the Competition Act 1998 and the Enterprise Act 2002;
- 10.1.2. not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity has been carried out in the UK;
- 10.1.3. have and shall maintain in place throughout the duration of your Mortgage Intermediary Agreement your own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with Applicable Regulations, and will enforce them where appropriate;
- 10.1.4. promptly report to us any request or demand received by you in connection with the performance of these Terms to offer, promise or give any undue financial or other advantage of any kind;
- 10.1.5. promptly notify us if you or any of your Staff are prosecuted, charged or convicted of any offence under Applicable Regulations; and
- 10.1.6. comply with applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015.

10.2. You represent and warrant that:

- 10.2.1. neither you nor any of your Staff has been convicted of any offence involving slavery and human trafficking; and
- 10.2.2. as at the Effective Date no charges relating to bribery or corruption have been brought against you or your Staff.

10.3. If you (including any other person associated with you who is performing services in connection with your Mortgage Intermediary Agreement, in all cases whether or not acting with your knowledge) breaches the provisions of this Clause 10, we may terminate your Mortgage Intermediary Agreement with immediate effect on written notice.

11. Advertising

11.1. The parties consent to accurate and appropriate marketing of each other's product and services that may require the creation of marketing materials and correct use of each other's name, brand marks and product descriptions, in line with any guidelines provided by each party. All external and internal marketing materials require pre-approval, which must be approved or rejected within two (2) business days. The parties will only supply marketing materials to each other that comply with applicable laws, however the publishing party is ultimately responsible for the standards and compliance of their own marketing. Any marketing materials that do not comply with these Terms must be taken down twenty four (24) hours after any request is made.

12. Intellectual property rights

12.1. These Terms will not operate to assign any title or interest in any of our intellectual property rights. You will not use any of our intellectual property rights (including any name, logo, slogan, sign, image, trademark, and trade name) without our prior written consent. You acknowledge that if we grant you a licence to use certain of our intellectual property rights pursuant to this Clause 12, such licence will be a non-exclusive, non-transferable, royalty free, worldwide, personal licence to use such intellectual property rights to the extent necessary and for the sole purpose of the proper performance of your obligations under your Mortgage Intermediary Agreement and this licence will terminate automatically on the termination of your Mortgage Intermediary Agreement. For the avoidance of doubt the goodwill arising from your use of any such intellectual property rights will accrue to us. You will not do anything, or omit to do, or permit to be done, or cause anything to be done, which would or may:

12.1.1. prejudice our intellectual property rights; or

12.1.2. damage or be detrimental to us, or our reputation or goodwill associated with us.

13. Complaints Procedure

13.1. Subject to tipping off concerns and any regulatory or reason prohibiting you acting, you must immediately notify us of any material complaints, including any constituting systemic issues.

13.2. Where any regulator brings any action or investigation in relation to any Services or other activities provided by you or where disciplinary or complaints procedures are applied in relation to Clause 13.1, we may:

13.2.1. withhold or delay any payments otherwise due to you until you have implemented or discharged any sanctions resulting from those procedures; and/or

13.2.2. indefinitely or temporarily limit or suspend any Services that you may provide to us.

13.3. We may disclose to other lenders any identified or suspected non-compliance by you with Applicable Regulations.

14. Fees

- 14.1. A fee will be paid to you, as set out in this Clause 14 and Schedule 1 below, following the completion of a Mortgage Advance to an Applicant who is introduced by you in accordance with these Terms. You will not be entitled to any such Fee, or to the reimbursement of any other fees paid to us in respect of any Application, should an Application not be accepted by us or should an Application not proceed to completion.
- 14.2. Fees payable pursuant to these Terms may be paid directly to you or to your Club or, if you are an Appointed Representative, to your Principal for onward disbursement to you. The onward payment of the Fees by your Club or Principal will be subject to the terms and conditions of any agreement you have with your Club or Principal.
- 14.3. All payments made under these Terms (whether to you, to your Club, or to your Principal) will be made by bank transfer to a UK bank account in your name or in the name of your Club or in the name of your Principal.
- 14.4. If we fail to make any undisputed payment due to you under this Agreement on their due date, you may charge interest at the rate of 4% over the Bank of Scotland base rate from time to time on such sums from the due date for payment.
- 14.5. Where payment is made by us to your Club or to your Principal, the Club or Principal is responsible for the onward payment of Fees to you in respect of the Application. We are not responsible for any fees or fee arrangements between you and your Club or between you and your Principal.
- 14.6. You will promptly return to us, or to the Club or to your Principal, any overpayment by us.
- 14.7. We may, at our discretion, amend the fee structure used to calculate Fees payable to you under these Terms by notifying you in advance of such amendment coming into effect. For the avoidance of doubt, any changes to the fee structure will only be applicable to Applications which are submitted to us after the change becomes effective and not in respect of Applications which have been submitted to us prior to the change becoming effective.
- 14.8. Clauses 14.9 and 14.11 shall apply where, as the direct or indirect result of an Applicant making a payment to any Person, you knowingly receive a benefit that is not expressly set out in these Terms.
- 14.9. You will take all reasonable steps to ensure that any payment made (whether at completion or before or after completion of any Application) by any Applicant to any Person in connection with such Application and/or these Terms (in view of the services provided by that Person to the Applicant which are the subject of the payment) is:
- 14.9.1. of a reasonable amount and not excessive; and
 - 14.9.2. in compliance with MCOB.

- 14.10. All Fees are inclusive of VAT where applicable.
- 14.11. Where relevant, disclosure should be made to us of all fees paid to you in connection with an Application, which should be in accordance with MCOB and any other Applicable Regulations and general law.

15. Monitoring and Access

15.1. In relation to the discharge by regulators of their functions under Applicable Regulations, and to assist us in meeting our own obligations to regulators, you shall:

- 15.1.1. make yourself available for meetings with us and/or regulators as reasonably requested;
- 15.1.2. give us and/or regulators reasonable access to any records, files, tapes or computer systems which are within your possession or control;
- 15.1.3. print information in your possession or control which is held on a computer or otherwise convert it into a readily legible document or any other form which we and/or a regulator may reasonably request; and
- 15.1.4. answer truthfully, fully and promptly all questions which we or a regulator reasonably puts to you.

15.2. You will permit us, as well as the representatives of regulators and any Persons appointed by regulators for the purposes of this Clause 15, upon providing you with reasonable notice (unless due to fraud or suspected fraud in which case no notice is required) and during reasonable business hours, to have access to any of your business premises where the Services have been performed and to records held in respect of the Services, so as:

- 15.2.1. to review your compliance with your obligations;
- 15.2.2. to assist us in meeting our own obligations; and
- 15.2.3. to facilitate the discharge of regulators' functions under Applicable Regulations.
- 15.2.4. you shall keep true and accurate accounts and records of all matters connected with your Mortgage Intermediary Agreement in such form as we may reasonably specify from time to time and will allow us or our representatives and professional advisers, or any employee or agent of a statutory or regulatory body to have access to those accounts and records on reasonable notice during business hours on any business day.

16. Indemnity and insurance

16.1. You shall indemnify us in respect of all Losses incurred by us or awarded against us, or by or against any member of our Group, or our respective directors, officers, agents, employees, members and successors in interest (together the “Indemnified Persons”), in connection with any proceedings, claim or action against an Indemnified Person as a result of any:

- 16.1.1. claim made by a third party that you have infringed the intellectual property rights of that third party;
- 16.1.2. breach by you of any warranties, representations or your obligations under Clauses 3, 6, 8, 9 or 10 of these Terms;
- 16.1.3. breach by you of Applicable Regulations; or
- 16.1.4. misrepresentation, tortious or fraudulent act.

16.2. You shall have and shall maintain for the duration of any Services, and for a period of 4 years following the termination of any Services, a policy or policies of insurance that cover all the liabilities that you may incur in connection with these Terms. Such policies shall be on terms that are reasonably acceptable to us and shall include professional indemnity insurance with cover of no less than an amount in accordance with Chapter 3 of the Prudential sourcebook for Mortgage and Home Finance Firms, and Insurance Intermediaries. The terms of any insurance, or the amount of cover, shall not relieve you of any liabilities under these Terms.

16.3. You shall not, by your acts or omissions, cause any policy of insurance to become invalid or void.

16.4. You shall, promptly upon request, provide us with evidence of your insurance cover and shall notify us of any material changes to the level, type or other material provisions of insurance cover from those notified to us.

17. Liability

17.1. Nothing in these Terms excludes or restricts:

- 17.1.1. your Liability, subject to Clause 17.4, for any indemnities contained herein;
- 17.1.2. your Liability for failure to perform your obligations in a manner that complies with Applicable Regulations;
- 17.1.3. your Liability for any fines or other penalty imposed by a court of competent jurisdiction or by a regulator to the extent caused by your act or omission; and

- 17.1.4. the Liability of either party for any Liability that cannot be excluded or restricted by applicable laws.
- 17.2. Subject to Clause 17.1, neither party will be liable to the other for special, indirect or consequential damages or Losses or any Losses arising under, and/or in connection with these Terms which are not considered direct Losses recoverable under English law.
- 17.3. Subject to Clause 17.1, the total aggregate Liability of either party in any calendar year shall not exceed £1,000,000 (one million pounds sterling).
- 17.4. In respect of the indemnity given by you pursuant to Clause 16.1.1, your total aggregate Liability shall not exceed £3,000,000. (three million pounds sterling).
- 17.5. In respect of any claims arising out of a breach of clauses 7, 8 or 12, your total aggregate Liability will be £5,000,000 (five million pounds sterling).

18. Term and Termination

- 18.1. Your Mortgage Intermediary Agreement shall be deemed to commence with effect from the Effective Date and will continue until terminated by either party.
- 18.2. We continually review and update our Intermediary Panel. On-going registration as a member of our Intermediary Panel is dependent on submission to us of quality Applications that meet our Lending Criteria on a regular basis. We therefore reserve the right to terminate your Mortgage Intermediary Agreement or suspend your registration as a member of our Intermediary Panel (including withdrawal of your access details as detailed in Clause 4.6) by providing you with 30 days' advanced notice. If you are a Directly Authorised Intermediary and are a Member of a Club, we reserve the right to notify your Club of your removal. If you are an Appointed Representative, notice of your termination may be given by us to your Principal. In the event that we have terminated or suspended your registration due to non-submission of Applications to us for a certain period (as opposed to the quality of Application submitted) you shall be entitled to apply to us to re-register, which we shall consider at our discretion.
- 18.3. In addition to Clause 18.2 above, we may immediately terminate your Mortgage Intermediary Agreement or suspend your registration (or the registration of any person or body for which you are responsible as a member of our Intermediary Panel) without compensation in the event of any one or more of the following occurrences:
- 18.3.1. we reasonably believe that such termination or suspension is required for us to comply with Applicable Regulations;
 - 18.3.2. any material breach by you, or by any person or body for which you are responsible, of any of the provisions contained within these Terms;
 - 18.3.3. any material information you have supplied is found to be false;

- 18.3.4. any misconduct by you, or by any person or body for which you are responsible, which is or could be viewed as prejudicial to our business or reputation;
- 18.3.5. you cease to be appropriately authorised or exempt (as applicable) under the Financial Services and Markets Act 2000 or any other Applicable Regulations;
- 18.3.6. you do anything which in our reasonable opinion is likely to damage our reputation and goodwill with our customers and potential customers;
- 18.3.7. material litigation or restructuring that relates to you, including bankruptcy, dissolution, administration, winding up or seizure of assets; or
- 18.3.8. any failure by you, or by any person or body for which you are responsible, to comply with Clause 4.5 or Clause 9.

18.4. In the event of termination by us (other than termination pursuant to Clause 18.3 above) we agree:

- 18.4.1. to pay any Fees payable in relation to any completions that have occurred prior to the date of termination and in relation to Applications that have been submitted and completions that occur in relation to those Applications within 3 months of the date your Mortgage Intermediary Agreement terminates;
- 18.4.2. to inform you of any Applications already received that will continue to be processed by us; and
- 18.4.3. upon your written request, to discuss with you the reasons for our decision to terminate or suspend your registration and to establish whether future re-registration is permissible.

18.5. You may elect to terminate your registration as a member of our Intermediary Panel at any time by providing us with notice in writing of such termination and we shall be entitled to remove you as a member of our Intermediary Panel immediately upon receipt of such notice should we elect to do so.

18.6. In the event of termination you shall:

- 18.6.1. promptly return to us any property, whether in hard copy or electronic form, belonging to us;
- 18.6.2. cease all promotion of our mortgages and shall not (during your membership of our Intermediary Panel or at any time thereafter) denigrate in any manner our products, services, business or reputation; and
- 18.6.3. repay all sums then and subsequently outstanding to us within 28 days of the termination taking effect.

18.7. Any termination of these Terms shall not affect:

- 18.7.1. any accrued rights or liabilities of either party, nor shall it affect the provisions of any Clause which continues to apply notwithstanding termination, including Clauses 0, 6, 7, 8, 9, 10, 14, 15, 16, 17,

18.4 to 18.7 and 19 to 21, or the coming into force of any provision which is expressly or by implication intended to come into force on or after such termination; or

18.7.2. any right of action or remedy which shall have accrued or shall thereafter accrue to either you or us up to the date of termination.

19. Force Majeure

19.1. Neither party will be under any liability to the other or to any other person for any liability suffered or incurred by the other party or any other person by reason of any event that is beyond its reasonable control, provided always that:

19.1.1. where either party is seeking to rely on this Clause 19, it has taken all reasonable steps to prevent the event in question arising and to mitigate its consequences in the event that it does arise and has complied with Clause 19.2; and

19.1.2. this Clause 19 will not restrict or limit the rights of either party to terminate these Terms,

except to the extent that such liability is caused by the negligence, default or bad faith of that party or any failure by that party to comply with these Terms or any Applicable Regulations.

19.2. Each party will notify the other immediately of the happening of any event relevant to these Terms that is beyond its reasonable control and of any event which has led or may lead to it being unable to fulfil its duties under these Terms to a significant extent within a reasonable period after that notification, of its proposals to deal with that event and the timing of those proposals. After that notification, the parties will agree the action to be taken and the timing of that action. In the event that no agreement can be reached as to what action should be taken the party so prevented shall be entitled to an extension of time for performing such obligations provided that such extension shall not exceed 3 months and the party not so prevented may terminate these Terms forthwith by notice in writing after the expiry of such 3 month period and whilst such other party shall still be so prevented from performing such obligations.

19.3. Events beyond a party's reasonable control include act of God, pandemic, storm, fire, earthquake or other form of natural disaster, war, riot, civil commotion or military action or political unrest, government action, act of terrorism, boycott, embargo or other form of sanction, strike, lock out or other industrial action or dispute, explosion, electrical failure, failure of communication systems and default of carrier but not any strike, lock out or other industrial action or dispute involving the employees or contract staff of either party or their independent contractors.

20. General

- 20.1. The rights of each of us under these Terms may be waived only in writing and any delay in exercising, or failure to exercise, any such right shall not be a waiver of that right.
- 20.2. 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.
- 20.3. These Terms, together with any amendments to the Mortgage Intermediary Agreement overall as referred to at the top of the Terms, if any, set out the entire agreement between us and you. No previous, oral or implied terms shall apply between you and us in respect of any introductions made by you in respect of Applications for Mortgage Advances.
- 20.4. We may set off any sums payable to you under these Terms against any sums that are due from you to us or to a third party under these Terms or otherwise.
- 20.5. You may not assign, sub-contract, delegate or transfer all or any part of your rights or obligations under these Terms, without our written consent, which we shall not unreasonably withhold.
- 20.6. You may not assign, novate or otherwise dispose of your rights under these Terms (in part or in whole) at any time to any third party.
- 20.7. These Terms shall not be enforceable under or by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by a Person who is not a party, or a successor, transferee or assignee of a party.
- 20.8. Each of us shall remain liable to the other for any breach of these Terms by its assignees, subcontractors or transferees. You acknowledge that the obligations and liabilities of each of us are separate and independent of the others and not joint and several. Neither of us will owe any obligation to the other to perform any obligations of the other.
- 20.9. No variation of any of these Terms shall be effective unless it is in writing and signed by or on behalf of each of the parties, save in respect of Clauses 1.3 and 14.7.
- 20.10. You agree to disclose the existence of this agreement to any Person that you introduce to us under these Terms, as well as to disclose to them that you are being remunerated by us. You also agree that, irrespective of any legal or other restrictions on disclosure, our agreement on these Terms, any payments under it, and any information received by us about you may be disclosed to any member within our Group.
- 20.11. You will not make any statement, announcement or comment concerning our agreement under these Terms to the public or the press without our prior written consent.

21. Governing law and Jurisdiction

21.1. These Terms, including non-contractual claims and disputes arising out of or in connection with these Terms and their subject matter, negotiation or formation, are governed by English law.

21.2. The courts of England and Wales shall have exclusive jurisdiction over any claims, disputes, differences or other matters (including non-contractual claims, disputes, differences or other matters) arising out of, or in connection with, these Terms and their subject matter, negotiation or formation.

THIS DOCUMENT IS FOR INTERMEDIARY AND PROFESSIONAL FINANCIAL ADVISORS ONLY AND NOT FOR CUSTOMER USE.

Intermediary Director

Signature	
Print name	
Business name	
Date	

Gen H Commercial Director

Signature	
Print name	
Business name	Generation Home
Date	

SCHEDULE 1

Commencement Date & Procuration Fees

1. Commencement Date:

2. Procuration Fees:

Mortgage type/product	Residential owner/occupier
Fee	0.40%