

Second Charge Lending Terms of Business (2016 Edition)

These Terms of Business constitute the agreement (the **Agreement**) between **Us** Charter Court Financial Services Limited trading as Precise Mortgages), **You** and **Your Firm** for **You** to introduce **Applicants** to Precise Mortgages with a view to **Us** providing **Second Charge Secured Loans** to them. By introducing an **Applicant** to us **You** and the **Firm** will be deemed to accept these Terms of Business on behalf of yourself and **Your Firm**.

1 INTERPRETATION

The following definitions apply: in the **Agreement** and appear in bold throughout for ease of reference:

“Applicable Laws”

means all relevant legislation including the Financial Services and Markets Act 2000 (“the **Act**”), the Data Protection Act 1998 (“**DPA**”), the Proceeds of Crime Act 2002, the Consumer Rights Act 2015, the Consumer Credit Act 1974, the Mortgage Credit Directive and statutory Instruments (including the **RAO**, Money Laundering Regulations 2007, the Distance Marketing Regulations 2004 and the **MCD Order**) and any relevant regulatory rules or principles (including the **FCA Rules**, the **CBTL Rules**, those of the Information Commissioner, and the Advertising Standards Authority) that from time to time are in force, in so far as they relate to the performance of the various obligations under this **Agreement** or to the regulation of **Us**, **You** and/or the **Intermediary**;

“Application”

means an application and/or request for a decision in principle to **Us** for a **Second Charge Secured Loan** or an enquiry to **Us** about which of **Our Products** may be available to a **Customer** for one of **Our Products**;

“Appointed Representative”

means a person who is the appointed representative (as defined in section 39 of the **Act**) of an Authorised Person in accordance with the **FCA Rules** and for whom the **Authorised Person** has responsibility.

“Authorised Person”

means a person who is authorised as defined in section 31(2) of the **Act** and holds all authorisations and permissions required under the **Act** (and/or any rules or regulations made under it) or the **MCD Order** in order to carry on the **Business**;

“Business”

means the business of and activities involved in introducing **Customers** to **Us** in relation to **Our Products** and all related matters;

“Buy-to-let Mortgage Contracts”

means a contract that

- (a) at the time it is entered into -
 - (i) meets the conditions in paragraphs (i) to (iii) of Article 61(3)(a) of the **RAO (Regulated Mortgage Contracts)**; and
 - (ii) provides that the land subject to the mortgage cannot at any time be occupied as a dwelling by the **Customer** or by a related person, and is to be occupied as a dwelling on the basis of a rental agreement; or
- (b) is a regulated credit agreement within the meaning of Article 60B of the **RAO** which
 - (i) falls within Article 3(1)(b) of the **Mortgage Credit Directive**; and;
 - (ii) provides that the land, or existing or projected building, to which it relates cannot at any time be occupied as a dwelling by the **Customer** or by a related person, and is to be occupied as a dwelling on the basis of a rental agreement;

“CBTL Mortgage Contract”

means a **Buy-to-let Mortgage Contract** which is not entered into by the **Customer** wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by the **Customer**;

“CBTL Rules”

means the rules applying to **CBTL Mortgage Contracts** and **Applications** for **CBTL Mortgage Contracts** as set out in Schedule 2 to the **MCD Order**;

“Commercial Broker”

means a person who is not authorised as defined in section 31(2) of the **Act** and is not required to hold any authorisations or permissions under the **Act** (and/or any rules or regulations made under it) or the **MCD Order** in order to carry on the **Business**;

“Commission”

means the fee payable by **Us** in accordance with the provisions of Clause 2.

“Customer”

means any person(s) who has submitted or may submit a completed **Application** to **Us** through **You**;

“Employee”

means a director, employee, contractor or other representative of a firm as applicable;

“FCA”

means the Financial Conduct Authority or a successor authority;

“FCA Rules”

means the FCA’s Handbook of Rules and Guidance as amended from time to time;

“Introducer”

means an individual appointed by an **Authorised Person** or by an **Appointed Representative** to carry out, in the course of business, the activity of effecting introductions;

“Licences”

means licences, authorisations, consents and approvals held by the **Intermediary** in accordance with the **Applicable Laws**;

“Mortgage”

means a legal mortgage or charge over freehold or leasehold property in England or Wales given as security for a **Second Charge Secured Loan** and all principal sums, interest, costs and other amounts secured by that Mortgage;

“Mortgage Credit Directive”

means Directive 2014/17/EU of the European Parliament and of the Council of the European Union of 4th February 2014;

“Mortgage Illustration”

means a mortgage illustration required to be provided to a **Customer** by **FCA Rules** or **CBTL Rules**. (**We** recommend that **You** provide the **Mortgage Illustration** supplied to **You** by **Us** as **We** do not verify mortgage illustrations generated by mortgage sourcing systems);

“MCD Order”

means the Mortgage Credit Directive Order 2015 (SI 2015/910);

“Mortgage Club”

the Mortgage Club, if any, that you indicate you are associated with when you submit an application;

“Our Products”

means our **Second Charge Secured Loans** whether they are **Regulated Mortgage Contracts**, **Buy-to-let Mortgage Contracts** or **CBTL Mortgage Contracts** or any other products **Second Charge Secured Loans** offered by **Us**;

“Our Website”

means www.precisemortgages.co.uk or any replacement website from time to time;

“Principal”

the **Authorised Person** who is party to a contract with the **Appointed Representative** for exemption from the performance of regulated activities;

“Procedures”

such procedures as may be specified by **Us** and notified by **Us** to **You** from time to time in connection with the **Business**;

“Product Documentation”

means any document or Financial Promotion (as defined in the **FCA Rules**) which is produced from time to time by **You** relating to the **Business**;

“RAO”

means The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) (as amended);

“Regulated Mortgage Contract”

means a mortgage contract falling within article 61(3) of the **RAO**;

“Second Charge Secured Loans”

means a loan or facility made by **Us** to be secured by a **Mortgage** ranking in priority behind another mortgage affecting the Land in question whether that **Second Charge Secured Loan** is made under MCOB, the **MCD Order** or otherwise;

“Transferee”

means **Our** transferee, successor or assignee (including any legal or equitable assignee of the mortgage, whether by way of absolute assignment or by way of security only and including those deriving title under it or them);

“We”, “Us”, and “Our”

means Charter Court Financial Services Limited (trading as Precise Mortgages), a firm authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, incorporated in England and Wales with company number 6749498 and having its registered office at 2 Charter Court, Broadlands, Wolverhampton, WV10 6TD and any **Transferee**;

“You” and “Your”

means (as the context requires or allows) an **Intermediary**, an **Appointed Representative**, an **Authorised Person**, a **Commercial Broker** (or an **Employee** of any of those firms) or any other person authorised by an **Intermediary** (including members of the **Intermediary’s** mortgage club), an **Appointed Representative**, an **Authorised Person** or a **Commercial Broker** to access and use **Our Website**, and

“Your Firm”

means an **Intermediary**, an **Appointed Representative**, an **Authorised Person** or a **Commercial Broker** on whose behalf an Application is submitted.

2 TERMS OF BUSINESS FOR THE INTRODUCTION OF APPLICANTS

- 2.1 The **Commission** that we will pay on completion of **Second Charge Secured Loan** will be at the rate published in the product guide for **Our Products** unless we have agreed an alternative rate with **You**, **Your Principal** or **Your Mortgage Club** in which case that alternative rate will apply. Where Value Added Tax (VAT) is payable in respect of **Commission**, it shall be inclusive of VAT. **We** reserve the right in **Our** absolute discretion to amend or vary the amount of and basis of payment of **Commission** from time to time without advance notice but no such variation will apply retrospectively. We will notify you of any change to the **Commission** in accordance with Clause 11 of this **Agreement**.
- 2.2 If **You** submit **Business** as an **Appointed Representative**, then, unless we have agreed with **Your Principal** to pay all or part of the **Commission** to **You**, the **Commission** will be paid to **Your Principal** as agent for **You** and the receipt of the payment due and **Our** payment to **Your Principal** is in full and final satisfaction of any payment due to **You**.
- 2.3 If **You** submit an **Application** to **Us** through a **Mortgage Club**, then, unless we have agreed with the **Mortgage Club** to pay all or part of the **Commission** to **You**, the **Commission** will be paid to the **Mortgage Club** as agent for **You** and the receipt of the payment due and **Our** payment to the **Mortgage Club** is in full and final satisfaction of any payment due to **You**.
- 2.4 **You** and **Your Firm** must be resident in the United Kingdom.

3 YOUR OBLIGATIONS

- 3.1 **You** acknowledge that **You** have no authority or power to bind **Us** nor approve loans nor create any liability on behalf of **Us** in any way and shall not represent so to any party.
- 3.2 **You** acknowledge that **You** are an independent contractor and are not **Our** agent and agree not to hold yourself out in any way as **Our** authorised agent without **Our** prior written consent.
- 3.3 **You** represent and warrant that (i) **You** have, and shall maintain, all **Licences** necessary for **You** to conduct the **Business** and that **You** will conduct yourself strictly in accordance with those **Licences** or where an exemption applies, in accordance with the requirements of the exemption and (ii) **You** or **Your Principal** is authorised and regulated by the FCA with appropriate permission to carry out the **Business**.
- 3.4 **You** agree that **You** shall not act in any way which could in **Our** opinion adversely affect **Our** general reputation.
- 3.5 **You** shall not use **Our** name or the logo in any Financial Promotions (as defined in the **Applicable Laws**) or other documentation which **You** may produce, unless agreed by **Us** prior to use.
- 3.6 **You** shall not, without **Our** prior consent, use an application form for any of **Our Products** other than the application form provided to **You** by **Us** and made available on **Our Website**.
- 3.7 **You** represent and warrant that **You** have the authority to enter into **Our Agreement** on **Your** or **Your Firm’s** behalf.
- 3.8 **You** shall provide such information as **We** require to comply with **Your** obligations under the **Applicable Laws** and will immediately notify **Us** of any actual or proposed change or variation to **Your Licences**, where required.
- 3.9 **You** are not entitled to assign, delegate, transfer or sub-contract **Your** rights or obligations under this **Agreement**.
- 3.10 **You** shall, both during and after termination of this **Agreement**, promptly and fully co-operate with any reasonable requests by **Us** to verify **Your** compliance with the **Applicable Laws** and the **Licences** including giving any of **Our** representatives (including **Our** auditors) unrestricted access to **Your** business premises and to all records relating to the **Business**.
- 3.11 **You** shall keep a complete, accurate and up to date record of the **Business** conducted under this **Agreement** as may be required to show at any time that **You** have complied with the requirements of the **Applicable Laws**, the **Licences** and the **Procedures**. This record will be available upon reasonable notice for inspection and copying by **Us**, and/or **Our** auditors.
- 3.12 **You** shall verify the identity of the **Customer** in accordance with the **Applicable Laws** prior to submitting the **Application**. **You** understand and accept that upon submission of the **Application** **We** shall verify the identity of the **Customer** electronically. Upon receipt of such verifications **We** reserve the right not to process the **Application**.
- 3.13 Regarding all **Applications** which **You** submit to **Us** **You** warrant and agree that:

- 3.13.1 Where **You** have completed the **Application**, that the **Customer** has read and confirmed that the contents of the **Application** are correct, that **You** have informed the **Customer** that their data will be submitted and tracked electronically by both **You** and **Us** for the purpose of processing their application and that you hold **Our** Standard Declaration signed by the **Customer(s)**.
- 3.13.2 **You** are responsible for promoting **Our Products** and any advice **You** give **Customers** regarding the suitability of **Our Products**. **We** do not guarantee that **Our Products** will be suitable for any **Customer**.
- 3.13.3 Upon submitting the **Application** **You** warrant that the **Customer** has authorised **Us** to check information provided by the **Customer** by whatever means necessary, to provide the **Customer** with the results of such enquiries and to retain copies of such results on **Our** files in compliance with **Applicable Laws**.
- 3.13.4 **You** will inform the **Customer** and obtain his agreement to the effect that **We** are entitled to use any information in connection with the **Application** for fraud prevention purposes. If **We** obtain possession of the property because the **Customer** breaches any of its obligations resulting from its receipt of a loan **We** may disclose information regarding the loan to the H.M. Revenue and Customs.
- 3.13.5 **We** are entitled to make such enquiries as **We** deem necessary in connection with the **Application** to confirm the accuracy of the information provided and for credit reference and fraud prevention purposes. **You** will inform the **Customer** and obtain his agreement to the effect that the cost of such enquiries may be borne by the **Customer**.
- 3.13.6 **We** may make enquiries of credit referencing agencies and produce statistical results as **We** consider necessary when assessing the **Application**. **You** must inform the **Customer** that **We** may make such enquiries and that the agencies concerned may make a record of the enquiries for their files and that the records may be used for general assessment and/or debt collection analysis purposes.
- 3.13.7 In the event that any insurers with whom **We** have arrangements initiate proceedings or otherwise defend an action relating to any insurance policy created that results from an **Application** by a **Customer** received from **You**, **You** acknowledge that **You** will provide **Us** with such documentation as such insurers may require and that **We** are authorised to provide any insurers with such documentation. The cost of providing such documentation shall be borne by the **Customer**.
- 3.13.8 **You** acknowledge that, prior making the **Introduction** in relation to one of **Our Products**, **You** will disclose to the **Customer**:
 - (i) any fees and/or charge(s) that may be payable in respect of any of **Our Mortgage Products** they have chosen; and
 - (ii) any monies and/or benefits **You** will receive as a result of making the **Introduction**.
- 3.13.9 **We** may approach an insurance company for buildings or buildings and contents insurance, at **Our** discretion, and where applicable, to obtain insurance for **Our** benefit in the event that the property is repossessed and sold for less than the outstanding debt and that any information required to be given to the insurance company may be given.
- 3.13.10 **You** will pass all documentation that **We** provide for the benefit of the **Customer** to them and pass on to **Us** any information provided by them to support their **Application**.
- 3.13.11 If **You** submit an **Application** to **Us** as a result of a sales lead from an **Introducer**, that either **You**, or if **You** are an **Appointed Representative**, **Your Principal**, has entered into an agreement with the **Introducer**: (a) providing that the **Introducer** will make such introductions in accordance with **Applicable Laws**, and (b) including an undertaking from the **Introducer** that he (i) will limit his activities to effecting introductions within the meaning of the applicable exemption of the **RAO** only; (ii) will not engage in the regulated activities of advising on or arranging either **Regulated Mortgage Contracts** (as defined in Articles 25(A) and 53(A) of the Act) or **CBTL Mortgage Contracts**; (iii) will not be paid by the **Customer** by virtue of the introduction made by the **Introducer** for or in connection with any transaction for a **Regulated Mortgage Contract** or a **CBTL Mortgage Contract**; (iv) will disclose to the **Customer**, prior to making the introduction, any monies and/or benefits he will receive as a result of making the introduction; (v) will disclose to the **Customer**, prior to making the introduction details of any affiliation between the **Introducer** and **You**; and (vi) will maintain written records of the disclosures under (iv) and (v) that are made (unless the introduction is being made under Article 33 of the **RAO**); and will comply with **Our** reasonable requirements regarding the form of any such disclosure and/or record of such disclosure required in this condition.
- 3.13.12 For all **Applications** for Regulated Mortgage Contracts, **You** will
 - a) before **You** submit (or arrange to submit) an **Application** for that **Regulated Mortgage Contract**, advise the **Customer** on the suitability of the **Regulated Mortgage Contract**, provide them with a Mortgage Illustration for the

Regulated Mortgage Contract, and an adequate explanation of it, notify them of the information **We** require to assess affordability, when **We** require it and the consequences of failing to provide it in accordance with the **FCA Rules**, and

- b) if the terms of the **Regulated Mortgage Contract** applied for change, provide them with a revised **Mortgage Illustration** and adequate explanation for that **Regulated Mortgage Contract** in accordance with the **FCA Rules**.

3.13.13 For all application's for **CBTL Mortgage Contracts**, **You** will

- a) before **You** submit (or arrange to submit) an **Application** for that **CBTL Mortgage Contract**, provide the **Customer** with a **Mortgage Illustration** and an adequate explanation of the **CBTL Mortgage Contract** and notify them of the information **We** require to assess the affordability, when **We** require it and the consequences of failing to provide it in accordance with the **CBTL Rules**, and
- b) if the terms of the **CBTL Mortgage Contract** applied for change, provide them with a revised **Mortgage Illustration** and an adequate explanation for that **CBTL Mortgage Contract** in accordance with the **CBTL Rules**.

4 OUR OBLIGATIONS

- 4.1 In entering into this **Agreement**, **We** do not undertake to accept all **Business** introduced by **You** and reserve the right at Our discretion not to accept **Business**.
- 4.2 **We** will conduct an initial assessment upon receipt of the **Application** and allocate a credit score. If the initial application is successful the **Application** will be confirmed as a continuing application and processing fees, if any, will be deducted from the **Customer's** account and/or credit/debit cards.
- 4.3 **We** will then complete the application process and when **We** are satisfied that all the requirements of the **Application** have been completed **We** will send a Mortgage Offer to the **Customer**.
- 4.4 **We** will ensure that the information provided on **Our Website** complies with the **Applicable Laws**.

5 DATA PROTECTION

- 5.1 **We** are registered with the Information Commissioner as a data controller and comply with the **DPA**. **We** do not collect personal information from **You** when **You** access the unrestricted part of **Our Website**. However, when **You** visit or register for access to the restricted access part of **Our Website**, **We** will collect information about **You** which **We** require to identify **You**. **We** may also collect personal information when **You** submit an **Application** or use the services or products featured on **Our Website**.
- 5.2 The personal information about **You** will be processed for the purposes of identifying **You**, fulfilling **Your** instructions and for communicating with **You** in accordance with the **DPA**. It may also be retained by **Us** for general research purposes.
- 5.3 Upon submission of an **Application** **You** confirm that **We** have the consent of the Customer to use their personal data in accordance with the **DPA** to process the **Application** including making enquires of credit reference and fraud prevention agencies and for insurance purposes.
- 5.4 If **You** are required to process personal data on **Our** behalf **You** must do so in accordance with the **DPA** and **You** will not do or omit to do anything that would cause **Us** to be in breach of the **DPA**.
- 5.5 **We** will process all information received by **You** in accordance with **Our** Privacy Statement which **You** confirm that **You** have read. **Our** Privacy Statement is available on **Our Website** by clicking "Privacy Policy".
- 5.6 Neither **You** nor **Us** shall process any personal data of a **Customer** in any jurisdiction outside the European Economic Area unless in compliance with Principle 8 of the **DPA**.
- 5.7 **We** undertake and **You** agree to ensure that **We** and **You**, respectively, bring into effect and maintain all reasonable technical and organisational measures to maintain security, prevent unauthorised or unlawful access to or processing of **Customer** personal data and accidental loss or destruction of, or damage to **Customer** personal data.
- 5.8 If a **Customer**, during the **Application** process or otherwise, contacts **You** and makes a written access request for any relevant personal data, **You** shall immediately notify **Us** to allow **Us** to comply with **Our** obligations under the **DPA**.
- 5.9 **You** agree that **We** may use the personal information **You** provide about **You** and **Your Firm** to contact **You** and **Your Firm** to update **You** and **Your Firm** with details of **Our** products and services and those of third parties which **We** think may be of interest to **You** and **Your Firm**. This may be by post, telephone or electronic means (e.g. email or SMS). If **You** do not want **Us** to use **Your** personal information in this way please contact us at Marketing Department, Precise Mortgages, 2 Charter Court, PO Box 6037, Wolverhampton, WV1 9QW

6 COMPLIANCE

- 6.1 **You** agree that **You** and **Your Firm** will comply with **Applicable Laws** and the **Procedures** and that **You** shall not knowingly do or omit to do anything that will cause **Us** to be in breach of the **Applicable Laws** and **You** and/or **Your Firm** shall inform **Us** immediately if **You** become aware of or suspect a breach of any of the terms of **this Agreement**.
- 6.2 Upon submitting an **Application** **You** warrant that **You**, **Your Firm** or **Your Firm's Principal** and any **Introducer** of that **Application** to **You** have obtained and will continue to maintain all necessary **Licences** necessary for **Us** to perform **Our** obligations and exercise **Our** rights under these **This Agreement**.
- 6.3 **Your Firm** shall keep and maintain for 6 years following the termination of **This Agreement** such books and accounts and make such returns in connection with the performance of **Your** obligations under **This Agreement** as **We** reasonably require from time to time and/or the relevant laws may require from time to time.

7 INDEMNITY

- 7.1 **Your Firm** shall indemnify **Us** and keep **Us** indemnified from and against all loss, damage or liability (whether criminal or civil) and legal fees and costs incurred by **Us** directly as a consequence of a breach by **You** or **Your Firm** of **this Agreement** or any of **Your** obligations under the **Applicable Laws** or the provision by **You** to **Us** of inaccurate information.
- 7.2 **Your Firm** or if **Your Firm** is an **Appointed Representative** their **Principal** shall maintain throughout the term of **this Agreement** and for a period of at least 12 months after the termination of **this Agreement** professional indemnity insurance with a reputable insurer for an amount which is not less than the amount required by the **FCA Rules** where applicable and on reasonable open market terms without material restrictions.
- 7.3 **You** and **Your Firm** shall provide evidence of such insurance cover to **Us** upon request.
- 7.4 **You** and **Your Firm** shall immediately notify **Us** if **You** become aware of a breach of **this Agreement** or the **Applicable Laws**.

8 LIABILITY AND DISCLAIMERS

- 8.1 **We** shall not be liable in any way for any delay, hindrance or failure to perform **Our** obligations caused by reasons beyond **Our** reasonable control or for any loss or damage whether direct, indirect, incidental or consequential that may be incurred by **You** or **Your Firm's** use of **Our Website** whether in contract, tort, strict liability or otherwise.
- 8.2 All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from **this Agreement**.
- 8.3 Use of **Our Website** is at **Your** own risk. The information contained in **Our Website** is not intended to be advice.
- 8.4 Nothing in **this Agreement** excludes or limits **Our** liability for death or personal injury caused by **Our** negligence nor for fraud or fraudulent misrepresentation nor for any matter which it would be illegal for **Us** to exclude or attempt to exclude **Our** liability.

9 COMPLAINTS

- 9.1 **You** should inform the **Customer** that all complaints against **Us** will be dealt with in accordance with **Our** internal complaints procedure, which is available on request.
- 9.2 **We** are covered by the Financial Ombudsman Service (FOS) for resolving certain complaints. If **Our** internal complaints procedure does not resolve the **Customer's** complaint the **Customer** may contact the FOS at:
The Financial Ombudsman Service,
Exchange Tower
London
E14 9SR.
Tel: 0800 0234567 (helpline).

10 CONFIDENTIALITY

You and **Your Firm** undertake that **You** will not at any time hereafter use, divulge or communicate to any person, except to **Your** colleagues, professional representatives or advisers as may be reasonably required provided that such parties are made aware of their obligations of confidentiality under **this Agreement** or where such disclosure is required by law or any legal or regulatory authority, any confidential information concerning but not limited to **Our** business or affairs or of any member of the group of companies to which **We** belong, information provided by the **Customer(s)** and trade secrets which may have or may in future come to **Your** knowledge and **You** shall use **Your** reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

11 VARIATION

- 11.1 **We** may vary the terms and conditions of **the Agreement** at any time with or without notice.
- 11.2 **We** may vary the **Procedures** and **Commission** at any time. Notice of any variation to the **Procedures** and/or **Commission** will be displayed on **Our Website** and/or notified to **You** in writing. It is **Your** responsibility to ensure that **You** keep up to date with any changes to the **Procedures** and **Commission**.

12 TERMINATION AND SUSPENSION

- 12.1 **We** reserve the right to suspend or terminate **this Agreement**:
- 12.1.1 upon 7 days notice to **Your** email or postal address as notified to **Us**. Notice shall be deemed served two hours after transmission; or
- 12.1.2 with immediate effect at any time by **Us** without notice to **You** if, **We** reasonably believe that **You** have committed a material breach of **Your** obligations under **this Agreement** or under the **Applicable Laws** or **Licences**.
- 12.1.3 with immediate effect at any time by **Us** without notice to **You** if you are an **Appointed Representative** and any agreement **We** have with **Your Principal** covering the **Business** terminates.
- 12.2 **We** reserve the right to suspend for any period of time or indefinitely the **Procedures** under **this Agreement** whilst **We** consider whether **We** wish to terminate **the Agreement**.
- 12.3 **You** may terminate **this Agreement** upon one month's notice to **Us**. Notice shall be deemed served two hours after transmission.
- 12.4 Termination for any reason shall be without prejudice to any right, claims or actions which one party may have against the other in respect of any matter occurring prior to termination.

13 GENERAL

- 13.1 If any provision of **this Agreement** is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly unenforceable it shall, to the extent of un-enforceability be deemed severable and the remaining provisions of **this Agreement** shall continue in full force and effect.
- 13.2 Failure or delay by a party in enforcing or partially enforcing any provision of **this Agreement** shall not be construed as a waiver of any of its rights under **this Agreement**.
- 13.3 A party who is not a party to these **this Agreement** shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, except any **Transferee**.
- 13.4 The formation, existence, construction, performance, validity and all aspects of **this Agreement** and any non-contractual obligations arising out of or in connection with them shall be governed by English Law and the parties submit to the non-exclusive jurisdiction of the English courts.
- 13.5 Reference to any statute or statutory provision in **this Agreement** includes a reference:
- 13.5.1 to that statute or statutory provision as from time to time consolidated, modified, re enacted (with or without modification) or replaced by any statute or statutory provision;
- 13.5.2 to any repealed statute or statutory provision which it re-enacts (with or without modification); and
- 13.5.3 any subordinate legislation made under the relevant statute.
- 13.6 If there is any conflict between this Agreement and the terms of any other agreement that we have with **You**, **Your Firm**, **Your Firm's** Principal or a **Mortgage Club** in relation to the **Business** then the terms of this Agreement shall prevail.

We can provide literature in large print, Braille and audio tape. Please ask us for this leaflet in an alternative format if you need it.