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, 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 Illustration” means a mortgage illustration required to be provided to a Customer by FCARules 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” means 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” means the Authorised Person who is party to a contract with the Appointed Representative for exemption from the performance of regulated activities;

“Procedures” means 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

“Our 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 its production.

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 a continuing 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 information concerning the Customer 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 Commission relating to introductions or introductions made by Us 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 it 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 purpose of identifying You, fulfilling Your instructions and for communicating with You in accordance with the DPA. It may also be retained by Us for commercial, research and statistical 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 enquiries 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 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 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 the 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.