

We propose to permit you access to lenders within the Paymentsshield Mortgage Club on the specially negotiated terms and subject to the provisions of this agreement. This agreement supersedes any previous agreement whether written or oral, between us.

This agreement does not constitute an Appointed Representative or Introducer Appointed Representative agreement under the Financial Services and Markets Act 2000, section 39, and you will need to ensure that you are authorised to carry on any activities pursuant to this agreement which are regulated by the Financial Services Authority, or that you are exempt from the requirement to be so authorised.

1. WORDS WITH SPECIAL MEANINGS

Some of the words that are used in the terms and conditions of this agreement have special meanings. These words are detailed below in bold type with their meanings shown alongside them.

Where appropriate, the singular shall include the plural, the masculine shall include the feminine and vice versa.

Agency	means the contractual relationship that shall exist directly between you and one or more lenders participating in the Mortgage Club.
Agreement	means the legally binding contract between you and us as defined in these terms and conditions, any endorsements, your application and any other written statement provided by you pursuant to this agreement.
Application	means the form you complete to request membership of the Mortgage Club.
Clawback	means the repayment of procuracy fee due to a lender.
Deduction	means any amount that may be deducted by us from the procuracy fee received from a lender for mortgage business submitted by you and completed pursuant to this agreement.
End Date	means the date this agreement is terminated.
FSA	means The Financial Services Authority, as established by the Financial Services and Markets Act 2000.
FSA Handbook	means the Financial Services Authority's Handbook of Rules and Guidance, as amended from time to time.
FSMA	means the Financial Services and Markets Act 2000, as amended from time to time.
Intellectual property rights	means any copyright, design rights or trade marks (whether registered or not), know-how or confidential information.
Lender/Lenders	means providers of mortgage contracts (Regulated and Non-Regulated) who are participating in the Mortgage Club.
Member/ Membership Mortgage	means your ability to access products of lenders (Regulated and Non Regulated) who are participating in the Mortgage Club. means advising and/or arranging or agreeing to do the same and other inter-mediation Business activities in relation to mortgage contracts (Regulated and Non Regulated).
Mortgage Club	means a panel of lenders chosen by us with whom members have an agency for the purposes of submitting mortgage business.
Other relevant laws and regulations	means all laws, statutes, statutory instruments, acts, regulations, orders, directives and codes of practice (whether or not having the force of law), as amended from time to time, including, but not limited to, FSMA and the regulations and orders made thereunder.
Procuracy Fees	means the monetary amount received by us from a lender for completed mortgage business written by members of the Mortgage Club.
Start Date	means the date upon which your agreement with us will come into force.
Terms	means those terms (such as procuracy fees) applicable to products that are made available, from time to time, by one or more lenders to members of the Mortgage Club
We, us and our	means Paymentsshield Limited.
You, your, yours	means the sole trader, partnership or limited company named on your application

2. START AND TERM

This agreement will commence upon the written acceptance of your application by us and, unless it is terminated in accordance with the provisions of this agreement, shall continue in force until the end date.

3. SCOPE OF THIS AGREEMENT

This agreement applies to all mortgage business made under the terms and conditions of an agency granted to you by any Mortgage Club Lender.

This agreement shall not grant any exclusive rights to you.

For the avoidance of doubt, the scope of this agreement shall not include any authority for you to:

- act, or purport to act, as an employee of ours;
- incur or purport to incur, any liability or indebtedness or commence or purport to commence any legal action on behalf of us;
- cause any advertisement or other documents relating to matters referred to in this agreement to be published, printed, broadcast, transmitted or otherwise distributed or circulated without our prior written consent. This includes any information that you provide on any Website or any other form of electronic trading.

4. YOUR OBLIGATIONS AND DUTIES UNDER THIS AGREEMENT

You and any other person in your business who conducts mortgage business under this agreement, must at all times:

- hold valid terms of business agreements with each lender participating in the Mortgage Club;
- place a minimum of 75% of your mortgage business via the Mortgage Club;
- accept that membership does not guarantee that any lender will agree to grant you an agency or having done so that they will maintain that facility throughout the life of this agreement. For the avoidance of doubt each lender will be solely responsible for making agency decisions;
- accept that all matters relating to the continuance and operation of any agency arrangement that you might be granted by a lender shall be your sole responsibility and shall not involve us;
- accept that under the terms of this agreement a lender will not be obliged, at any time, to accept business from a member and that this agreement in itself does not create any contractual relationship between you and a lender;
- conduct all mortgage business pursuant to this agreement with reasonable skill and care, ethically and with the utmost integrity at all times;
- where appropriate, comply with the provisions of the FSA Handbook and all other relevant laws and regulations and any rules, guidance and requirements of any lender with whom you hold an agency;
- give us such information as we may reasonably request to ensure that we comply with any statutory or other regulatory requirements;
- notify us immediately if you or any personnel or partners in your business, are charged with or convicted of any offence involving fraud or dishonesty, or if bankruptcy or liquidation proceedings are brought against you or any directors or partners in the business, or a receiver is appointed or a voluntary arrangement with your creditors is proposed; or if you or any personnel, are investigated by the FSA or any other body which regulates you, whether or not, that investigation proceeds and provide us with details of the reasons for the investigation;
- accept our right to decline any request to provide you with the facilities defined within this agreement;
- comply with the terms of this agreement and any other rule, regulation or procedure we may reasonably introduce from time to time.

5. OUR OBLIGATIONS AND DUTIES UNDER THIS AGREEMENT

Subject to the other relevant laws and regulations, we will seek to provide you with access to mortgage products from lenders.

During the continuance of this agreement:

- we will not use any information provided by you as a consequence of this agreement for the purpose of directly selling or seeking to sell any financial services products to customers introduced by you without your prior written approval, providing that such approval is not unreasonably withheld or delayed;
- we reserve the right to audit your performance in respect of your obligations and duties under this agreement, in particular your adherence to clause 4;
- we reserve the right to request, if appropriate, access to your premises and any documents relating to this agreement and as such, the granting of access should not be unreasonably withheld or delayed by you.

6. FSA AUTHORISATIONS AND PERMISSIONS

Where you conduct regulated mortgage contracts you warrant that you:

- are authorised and regulated by the FSA;
- hold the relevant permissions from the FSA to conduct duties required under any agency that you might hold with a lender from time to time;
- will immediately advise us in the event that you no longer hold authorisation and/or the appropriate permissions;

7. PROCURATION FEES

You agree that:

- in the first instance payments of procuracy fees payable to you by any lender for completed mortgage business written pursuant to this agreement will be payable to our account;
- we will be entitled to deduct from any procuracy fees received as a consequence of (7)(a) above a percentage sum (the 'deduction') that is published and issued to members from time to time, (the 'terms and conditions') Such deductions may vary between lenders and/or products;
- having made the deduction we will then, without undue delay, pay procuracy fees due to you directly to a bank account nominated by you;
- you will refund upon first demand by us, the appropriate proportion of any procuracy fees that are made subject to a 'clawback' request by any lender;
- we reserve the right to offset, without restriction, any debt due to any lender as a result of unpaid clawback, against any amounts due from us (or any of our associated companies with which you hold a business relationship) to you.

8. INDEMNITY

You must at all times indemnify us on a full indemnity basis against any losses, damages, expenses (including any reasonable legal expenses), fines or penalties howsoever arising that may be suffered as a result of you submitting (or seeking to submit) mortgage business which is beyond the scope of this agreement and indemnify us on a full indemnity basis against any other omission or breach of this agreement including the FSA Handbook and all other relevant laws and regulations.

For the avoidance of doubt, this clause shall survive the termination of this agreement and remain in full force and effect after the end date.

9. INTELLECTUAL PROPERTY AND ADVERTISING RESTRICTIONS

You must at all times:

- ensure that you do not cause or permit any action or omission which may damage or endanger our intellectual property rights or any of our brands, trademarks, logos, brochures or documents and you should immediately notify us of any infringement by you or any third party;
- ensure that you do not cause any advertisement relating to us or any other matters referred to in this agreement to be published, printed, broadcast, transmitted, distributed or circulated without our express prior written authority;
- comply with any advertising or promotions regulations and codes of practice relating to mortgage business and to further comply with any such requirements as instructed by us from time to time.

For the avoidance of doubt, the preceding clauses (a - c) include any information you provide on a Website or any other form of electronic trading.

10. CONFIDENTIALITY AND DATA PROTECTION

You must, at all times, keep confidential any information relating to this agreement or any information belonging to us which might reasonably be considered to be of a sensitive nature (other than any such information which is already in the public domain or which, you may be obliged to disclose by any regulatory or judicial authority).

You must give due regard to the confidentiality of personal information relating to an applicant and ensure that you, at all times, comply with the Data Protection Act 1998 or any statutory variation or re-enactment of it.

Some or all of your personal data (as defined under the Data Protection Act 1998) which relates to your business relationship with us may be passed to the FSA, self regulatory organisations, recognised professional bodies, credit reference agencies, panel lenders and third party mortgage club service providers for the purpose of assessing your suitability, conduct and credit worthiness.

If you have questions about our use of personal information, or if you believe our records are inaccurate, you should write to the Data Protection Officer, Paymentsshield Limited, PO Box 313, Southport, PR9 9WZ.

11. TERMINATION

Either party, without reason, may terminate this agreement by giving the other party not less than 28 days notice in writing of its intention to terminate the agreement.

- This agreement will automatically terminate with immediate effect if any one or more of the following events should occur:
 - you are a sole trader and you die or you are totally incapacitated;
 - you are a sole trader and you have a bankruptcy petition presented against you or you become a bankrupt;
 - a creditor takes possession of your business or a receiver is appointed over the property and/or assets of your business;
 - you enter into a voluntary arrangement with your creditors, you become the subject of an administration order or you make any other compromise or composition with your creditors;
 - you go into compulsory or voluntary liquidation (except for the specific purpose of amalgamation or a reorganisation where you agree to be bound by, or assume, all the obligations and duties under this agreement to our entire satisfaction);
 - the threat of, or the cessation of the transaction of your business (or any part of your business) which, in our reasonable opinion, renders you incapable of operating in accordance with the terms of this agreement;
 - you lose any authorisation or licence you are required by law to possess to carry on business, including, but not limited to, authorisation by the FSA to arrange mortgage business;
 - you (including any other director, partner or employee of your business) are convicted of a criminal offence which, in our reasonable opinion, would have an adverse material affect on our business or the business of a lender;
 - you (including any other director, partner or employee of your business) commit, or proposes to commit, any act which, in our reasonable opinion, would have an adverse material affect on our business or the business of a lender; or
 - you (including any other director, partner or employee of your business) commit any material breach of this agreement which, if capable of remedy, has not been remedied within 28 days of our notice requesting its remedy.

It is your responsibility to advise us immediately in writing if any of the events detailed in clause 11 sub-clause (a) should occur during the continuance of this agreement.

- The agreement may be terminated by 28 days written notice on the occurrence of any of the following events:
 - a change in ownership and/or management of your business which is unacceptable to us;
 - the commencement of an investigation by the FSA or any other regulatory body (whether or not having the force of law) into your affairs, or the affairs of any member of your staff; or
 - the commencement of disciplinary proceedings by the FSA or any other regulatory body (whether or not having the force of law) against you or any member of your staff.

It is your responsibility to notify us immediately in writing if any of the events detailed in clause 11 sub-clause (b) should occur during the continuance of this agreement.

12. EFFECT OF TERMINATION

Upon termination of this agreement, howsoever caused, you shall:

- remain liable for any procuracy fee clawback liabilities;
- remain liable to indemnify us in accordance with clause 8;
- accept that we shall have the right to request the appropriate lenders to terminate their agency with you.

In the event of termination, any procuracy fee that may be due to you in respect of business submitted pursuant to this agreement and not paid to you as at the end date, will be paid to you in accordance with clause 7.

13. GENERAL

- nothing in this agreement shall create, or be deemed to create, any relationship of a contractual or any other nature between us, and you;
- neither party shall be liable for any failure to perform its duties under this agreement where that failure is a result of force majeure, act of god, fire, explosion, accident, power failure, industrial action, act of war or terrorism or any event which is outside the reasonable control of the other party;
- you may not assign, transfer, Mortgage, charge, sub - contract, delegate or otherwise dispose of your rights and/or it obligations under this agreement with our prior written consent;
- nothing in this agreement shall create or be deemed to create a relationship of employer and employee between the parties;
- we reserve the right to vary the terms and conditions of this agreement at any time by giving you (7) days written notice of such variation;
- this agreement forms the entire understanding between the parties and there are no promises, terms, conditions or obligations, express or implied, between the parties other than those contained in this agreement;
- the waiver by either party of any breach of a provision of this agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed a waiver of any subsequent breach;
- if any provision of this agreement is held by a court or other competent authority to be void or unenforceable, in whole or in part, this agreement shall continue in force as to the remainder thereof;
- this agreement shall be governed by English Law and construed accordingly. The parties submit to the exclusive jurisdiction of the English courts for the purposes of any litigation arising out or in connection with this agreement.