

Intermediary Agreement

Agreement dated

BETWEEN CHELTENHAM & GLOUCESTER plc registered in England and in Wales (company registration number 02299428) whose registered office is situated at Barnett Way, Gloucester, GL4 3RL ("C&G")

AND (Full name)

OF (Address) ("the Intermediary")

Telephone number

FSA Registration number FSA Registered name

Authorised Activities

Mortgages General Insurance

This Agreement is made between C&G and the Intermediary and is subject to the Terms and Conditions set out overleaf. This Agreement together with any amendments under clause 4 shall constitute the entire agreement between the parties.

SCHEDULE 1 TO THE AGREEMENT between C&G and the Intermediary.

Fees and Payment

C&G will agree a fee with the Intermediary for each Qualifying Mortgage or Qualifying Insurance.

Fees for Qualifying Mortgages introduced prior to termination but completed after termination shall be paid on a Wednesday in each week following completion provided that those Qualifying Mortgages completed between Wednesday in the week preceding the week of payment and Tuesday in the week of payment. Fees for Qualifying Insurance will be paid on the same date as fees for Qualifying Mortgages.

Should payment be made to another FSA company? Yes No

If **Yes** give name of company and FSA number

If **No** complete bank details below for your FSA company

Bank

Address

Account number Sort code

Company account name

This Agreement has been concluded and counter signed by the parties in two originals.

Signed for and on behalf of C&G by: Name

Signature

Title

Signed for and on behalf of Intermediary by: Name

Signature

(Must be an authorised signatory i.e. Director, Partner or Sole Trader)

Position in company

Terms and Conditions

1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:-

“Lender”	shall mean Lloyds TSB Bank plc
“Mortgage Applicant”	shall mean any person who applies for a mortgage and who is introduced to C&G by the Intermediary
“Product Guide”	shall mean the Product Guide displayed on C&G's website for intermediaries at www.cheltglos-intermediaries.co.uk
“Qualifying Mortgage”	shall mean a completed mortgage from the range set out in the Product Guide where (a) the Mortgage Applicant has been introduced to C&G by the Intermediary following the date of this Agreement; and (b) the Lender has advanced monies on a mortgage to the Mortgage Applicant and (c) the Advance is for home purchase, remortgage or further advance.

2. Definitions

- 2.1 The Intermediary may (but shall not be obliged to) introduce to C&G Mortgage Applicants and Insurance Applicants. C&G may (but shall not be obliged to) make loans to the Mortgage Applicants or arrange insurance on behalf of insurance applicants.
- 2.2 Once the Mortgage Applicant is introduced to C&G, he will, as between C&G and the intermediary, become and remain the customer of C&G in respect of the proposed mortgage loan.
- 2.3 C&G will make all arrangements in respect of the application processing and administration of the Qualifying Mortgages or Qualifying Insurance. The Intermediary will comply with the Lender's applications procedures as notified by C&G to the Intermediary from time to time.
- 2.4 The Intermediary acknowledges that he is not acting as the agent nor in partnership nor in a joint enterprise with C&G in any case where he is introducing Mortgage Applicants or Insurance Applicants to C&G and that he has no power or authority to act on behalf of, to represent, or to bind C&G or the Lender. The Intermediary will in each case notify the Mortgage Applicant or Insurance Applicant that he is not acting as the agent of nor in the partnership with C&G or the Lender in relation to the application.
- 2.5 The Intermediary acknowledges that C&G will not retain any copies of any Key facts illustrations provided to the Intermediary by C&G. C&G is not obliged to provide the Intermediary with a Key facts illustration.

3. Fees

- 3.1 Subject to the Intermediary complying with the terms of this Agreement, fees will be paid to the Intermediary by C&G (on behalf of the Lender) in accordance with the rates set out in the Product Guide (or in the case of fees payable in respect of Qualifying Insurance, in accordance with the rates communicated to the Intermediary by email or any other means) from time to time.
- 3.2 **C&G will pay the fees on the dates and/or at the intervals set out in the Product Guide from time to time.**

4. Warranty

- 4.1 The Intermediary warrants that he has in force all necessary licences, registrations, authorisations and powers to allow him to enter into this Agreement and carry out its terms including but not limited to the following:
 - 4.1.1 a licence under the Consumer Credit Act 1974;
 - 4.1.2 registration under the Data Protection Act 1998 and;
 - 4.1.3 authority to carry on the activities undertaken by the Intermediary under this Agreement which are regulated the Financial Services and Markets Act 2000.
- 4.2 The Intermediary undertakes during the course of this Agreement to maintain the above and produce to C&G on request satisfactory evidence of the same and to inform C&G immediately in writing if they cease to have in place any of the above.
- 4.3 The Intermediary agrees to comply with all relevant laws and regulations at all times together with any additions or amendments to the laws or regulations from time to time.

5. Indemnity

- 5.1 The Intermediary shall
 - 5.1.1 protect, indemnify and hold harmless C&G and the Lender in respect of all claims, costs, losses, demands and expenses (including legal fees) made against or incurred by C&G or the Lender as applicable as a result of a breach of the terms of this Agreement by, or the negligent or wrongful act or omission or misrepresentation of, the Intermediary;
 - 5.1.2 Maintain, in respect of the mortgage business introduced throughout the term of the Agreement and for a period of at least 12 months after the Agreement, Professional Indemnity Insurance cover to the minimum level of either;
 - 1 cover per claim equal to £100,000 or, if higher, 10% of annual income; OR
 - 2 aggregate cover equal to £500,000 or, if higher, 10% of annual income;

- 3 in each case subject to an upper limit of £1,000,000 cover, to cover any liability that may incur under this Agreement and to produce upon demand by C&G evidence of the existence of such cover;

- 5.1.3 Maintain, in respect of insurance business introduced throughout the term of the Agreement and for a period of at least 12 months after the Agreement, Professional Indemnity Insurance cover to the minimum level of either:

- 1 cover per claim at least equal to £1m per claim.

- 1 In addition, the policy must provide a minimum aggregate level of cover of £1.5m, or, if higher, 10% of annual income, subject to an upper limit of £30m cover.

- 5.1.4 notify C&G in writing of any investigation by any regulator or any claim or impending claim against the Intermediary in relation to any matter the subject of this Agreement forthwith upon becoming aware of such investigation or claim;

- 5.1.5 if requested by C&G, give the sole control of any defence against any such claim or impending claim (including the decision to settle) to C&G or to the Lender;

- 5.1.6 This clause shall survive the termination of this Agreement for any reason.

6. Confidentiality

- 6.1 C&G and the Intermediary agree to keep confidential all information relating to the fact and terms of this Agreement, and to the business of the other party and (in the case of the Intermediary) to the business of the Lender acquired in the operation of the terms of this Agreement, and agree not to disclose any such information to any person (other than its employees or agents who must have such information to facilitate performance of obligations under this Agreement or its professional advisers) without the prior written consent (not to be unreasonably withheld) of the other party.

- 6.2 The Intermediary must obtain the prior written approval of C&G to the form and content of any advertising, press release or marketing literature referring to C&G, the Lender or to any of the Lender products. The giving of any such approval by C&G will not constitute a warranty as to the compliance or otherwise of the approved copy with any applicable laws or codes of practice, and the Intermediary must take appropriate steps to satisfy itself as to such compliance.

- 6.3 The Intermediary undertakes to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this clause by its employees or agents.

- 6.4 This clause shall survive the termination of this Agreement for any reason.

7. Termination

- 7.1 This Agreement may be terminated by either C&G or the Intermediary in the following circumstances:

- 7.1.1 At any time on not less than 28 days written notice; or

- 7.1.2 Immediately on the service of written notice if

- a the other party is in breach of its obligations under this Agreement and in the case of a breach capable of remedy has failed to remedy the breach within 28 days of a request so to do, or

- b the other party shall present a petition or have a petition presented for its winding up or shall have a liquidator or receiver or administrative receiver or administrator appointed of all or any part of its undertakings or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986 or any succeeding legislation or ceases or threatens to cease carrying on all or part of its business unless such action is part of a bona fide scheme for reconstruction, or

- c the other party should suffer a material change in control such that it loses the ability to direct affairs whether by virtue of contract, ownership, shares or otherwise, or

- d the other party should cease to have all necessary licences, registrations, authorisations and powers to allow it to enter into this Agreement and carry out its terms.

- 7.2 Termination of this Agreement will not affect the rights of C&G or the Intermediary accrued prior to termination.

8. Consequences of Termination

Within 60 days of termination C&G will pay all unpaid fees for Qualifying Mortgages or Qualifying Insurance completed prior to the date:

9. Third Parties

This Agreement is between C&G and the Intermediary only and is not intended to give any rights or benefits to any other person(s) and the provisions of the Contract (Rights of Third Parties) Act 1999 are excluded, save that the Lender may in its own right enforce clauses 6 and 7.

10. Law

This Agreement shall be governed by and construed and any disputes resolved in accordance with the laws of England.