

1. YOUR DETAILS

Company name:	<input type="text"/>	Address line 1:	<input type="text"/>
Address line 2:	<input type="text"/>	Town:	<input type="text"/>
County:	<input type="text"/>	Postcode:	<input type="text"/>
Your name:	<input type="text"/>	Your position/title:	<input type="text"/>
Your email:	<input type="text"/>	Your office phone:	<input type="text"/>
Your mobile:	<input type="text"/>		

2. COMPLIANCE

FCA Directly Authorised?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, FCA registration no:	<input type="text"/>
If no, part of a network?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, name of network:	<input type="text"/>
Your permissions:	Independent <input type="checkbox"/>	Firsts only <input type="checkbox"/>	Credit Broker <input type="checkbox"/>	

Please provide us with a sample copy of your I.D.D. Thank you.

3. YOUR BANK DETAILS

Name of bank:	<input type="text"/>	Sort code:	<input type="text"/>
Account name:	<input type="text"/>	Account number:	<input type="text"/>

4. DECLARATION AND AUTHORISATION

IMPORTANT CONSENT INFORMATION

By completing this agreement and returning by email, or by printing, completing, signing and returning by post, you confirm that you have read and understood the terms and conditions overleaf and agree to be bound by these terms and conditions.

Please tick all of the ways in which they are happy for us to contact you:

email telephone (including voicemail) SMS/Text messaging

You agree that telephone conversations and other communications between us or third parties may be recorded and/or monitored to assist in improving customer and collections services.

Full details of how we hold, process and manage personal information are explained within our privacy statement on our website.

Intermediary signature:

Date:

5. FOR POSITIVE LENDING USE ONLY

Approved:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Assigned to:	<input type="text"/>
Signed/dated:	<input type="text"/>		Registration no:	<input type="text"/>
Name:	<input type="text"/>		Position:	<input type="text"/>

DEFINITIONS AND INTERPRETATION

"Applicable Law" means, in respect of any obligation and to the extent applicable to the relevant obligation, any statute, regulation, ordinance or subordinate legislation which is in force for the time being and to which a Party is subject;

"Applicant" means any individual(s) referred to POSITIVE LENDING by YOU in respect of a loan Application through POSITIVE LENDING in accordance with the terms of this Agreement;

"Application" means an Application made to the Lender through or by POSITIVE LENDING in respect of a Sales Product;

"CCA" means the Consumer Credit Act 1974, and where applicable, any Regulations made under the Consumer Credit Act 1974;

"Completion" means the making of a loan or mortgage in respect of a Sales Product to an Applicant that has been referred to POSITIVE LENDING by YOU;

"Confidential Information" means all confidential information disclosed (whether in writing, orally or by another means whether directly or indirectly) by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") whether before or after the date of this Agreement including, but not limited to, information relating to the Disclosing Party's products, operations, processes, plans or intentions, product information, know-how, trade secrets, market opportunities and business affairs;

"Data Protection Legislation" means all legislation and regulations relating to the protection of Personal Data including (without limitation) the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the EU Data Protection Directive, the Regulation of Investigatory Powers Act 2000, the Data Protection (Processing of Sensitive Personal Data) Order 2000 and all other industry guidelines (whether statutory or non-statutory) or Codes of Practice issued by the Information Commissioner relating to the processing of personal data or privacy or any amendments and re-enactments thereof;

"Data Subject" shall have the meaning given to it by the Data Protection Act 1998;

"Force Majeure Event" means any event which affects the performance by a Party of its obligations under this Agreement and arises directly from an act of God, local Government or Government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil war or civil commotion;

"FCA" means the Financial Conduct Authority;

"FSMA" means the Financial Services and Markets Act 2000;

"ICOB" means the Insurance Conduct of Business Sourcebook in the FCA handbook;

"Lender" means any entity that enters into a loan or mortgage in relation to a Sales Products with an Applicant, or that makes the Sales Products available to Applicants;

"MCOB" means the Loans or Mortgages: Conduct of Business Sourcebook in the FCA handbook;

"YOU" means the business principal or such other person as YOU notify to POSITIVE LENDING from time to time as its representative in respect of this Agreement;

"OFT" means Office of Fair Trading;

"Party" means a Party to this Agreement;

"POSITIVE LENDING" is a trading style of Positive Lending (UK) Limited;

"POSITIVE LENDING Representative" means Paul McGonigle or such other person as POSITIVE LENDING notifies to YOU from time to time as its representative in respect of this Agreement;

"RAO" means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544);

"Referral" means the referral of an Applicant by an approved agent of the intermediary to POSITIVE LENDING;

"Regulated Credit Agreement" means a credit agreement falling within Article 60B(3) of the RAO;

"Regulated Credit-related Activity" means any activity in relation to a Regulated Credit Agreement which is identified in the RAO as a regulated activity;

"Regulated Mortgage Contract" means a mortgage contract falling within Article 61(3) of the RAO;

"Regulated Mortgage-related Activity" means any activity in relation to a Regulated Mortgage Contract which is identified in the RAO as a regulated activity;

"Regulator" means any person having regulatory or supervisory authority over the activities of POSITIVE LENDING, YOU including but not limited to the FCA, the Association of Finance Brokers, the OFT, the Information Commissioner and the Bank of England or their successors;

"Sales Products" means the products offered by Lenders to Applicants, including, without limitation, consumer and business secured loan products or as notified by POSITIVE LENDING to YOU from time to time;

"Staff" means any individual or individuals working directly or indirectly for POSITIVE LENDING.

1.1 POSITIVE LENDING will:

1.1.1 deliver the Services:

1.1.1.1 with reasonable care and skill and in accordance with best commercial practices and standards in the industry for similar services; and

1.1.1.2 in accordance with Applicable Law;

1.1.2 ensure that no use is made of the terms "information only" or "non-advised" in any communications with an Applicant where recommendations or advice are provided by POSITIVE LENDING;

1.1.3 provide to person(s) appointed by YOU such access to records relating to provision of the Services and to premises from which the Services are delivered as YOU reasonable requires to confirm the compliance of POSITIVE LENDING with its obligations under this Agreement, subject to a minimum of 14 days' prior written notice.

2. FEES

2.1 POSITIVE LENDING will pay you the relevant FEE by BACS or cheque within 48 hours of completion;

2.2 YOU acknowledge that matters such as the negotiation of commission rates/procurement fees payable by Providers to POSITIVE LENDING shall be within the discretion of POSITIVE LENDING;

2.3 YOU will reimburse POSITIVE LENDING any commissions paid for second charge mortgage contracts where a partial or full clawback of commission is collected by the second charge mortgage lender from POSITIVE LENDING due to termination of the mortgage contract within the specified term, in accordance with the relevant lender's clawback policies within 30 days of request providing POSITIVE LENDING provides reasonable proof;

2.4 POSITIVE LENDING shall set-off any amount due from YOU to POSITIVE LENDING pursuant to clause 2.3 against sums which are due from POSITIVE LENDING to YOU under this Agreement, provided that, in the event that any amount due from YOU to POSITIVE LENDING pursuant to clause 2.3 has not been reimbursed through the exercise of such right of set-off within 14 days of the date on which the relevant Lender received reimbursement from POSITIVE LENDING, POSITIVE LENDING may issue an invoice to YOU in respect of the balance of the amount due pursuant to clause 2.3, and YOU shall pay such balance to POSITIVE LENDING within 30 days of receipt of a valid and undisputed invoice;

2.5 POSITIVE LENDING will be responsible for updating YOU of any variances to lenders' clawback policies which may result in commissions becoming repayable in circumstances that differ from those set out in the clawback policies in writing.

3. REGULATORY COMPLIANCE

3.1 YOU shall make all appropriate notifications, and obtain all appropriate licenses, memberships and registrations, as required under Applicable Law including (without limitation) the FCA and CCA, to the extent that such notifications, licences, memberships and registrations are required for the performance of the obligations undertaken by YOU under this Agreement;

3.2 All your staff and sales representatives (whether employed or engaged on a self-employed basis) have the required knowledge and competency, evidenced with appropriate records and that they are made fully conversant with the requirements of these terms and conditions;

3.3 You are working within guidelines issued from any club or network of which you are a member.

4. DATA PROTECTION

4.1 YOU acknowledge that the personal data provided by each prospective customer and used to complete the product application forms is collected on behalf of POSITIVE LENDING, the data controller for the purposes of Data Protection Legislation;

4.2 YOU shall comply with all Data Protection Legislation and such compliance shall include, but not be limited to, maintaining a valid and up-to-date registration or notification (where applicable) under Data Protection Legislation;

4.3 YOU acknowledge that POSITIVE LENDING shall only undertake

processing of Personal Data;

4.3.1 reasonably required in connection with the performance of its obligations under this Agreement.

4.4 If YOU receive a request from a Data Subject for access to personal data or any other request relating to POSITIVE LENDING'S obligations, YOU shall;

4.4.1 immediately notify POSITIVE LENDING; and

4.4.2 provide full cooperation and assistance to POSITIVE LENDING in relation to any such complaint or request;

4.5 Sensitive data held about the introducing broker / business will be treated in the same way as client sensitive data and the same security measures taken to protect this information.

5. CONFIDENTIALITY AND PUBLICITY

5.1 From time to time during the term of this Agreement, Confidential Information may be given by one party to this Agreement (the "Disclosing Party") to the other party (the "Receiving Party");

5.2 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement;

5.3 The Receiving Party will only use the Confidential Information for the sole purpose of complying with its obligations under this Agreement;

5.4 The contents and the existence and the scope of this Agreement are Confidential Information;

5.5 Notwithstanding whether the Receiving Party uses the Confidential Information in accordance with this Agreement or not (including modifying or amending Confidential Information), all Confidential Information shall remain property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights of the Disclosing Party (or its agents), including intellectual property rights, over the Confidential Information whatsoever beyond those contained in this Agreement.

6. POST TERMINATION

6.1 POSITIVE LENDING shall be entitled to terminate this Agreement immediately upon the occurrence of any of the following events in respect of the other party:

6.1.1 a material breach of this Agreement which, if capable of remedy, is not remedied within a period of 30 days from the date of receipt of a notice from counter-party requiring its remedy;

6.1.2 a meeting is convened, or a petition is presented, or an order is made, or an effective resolution is passed, or notice is given for the winding-up or dissolution (other than for the sole purpose of amalgamation and reconstruction);

6.1.3 an application is made for, or any meeting of the directors or members resolves to make an application for administration order in relation to you or any party gives or files notice of intention to appoint an administration of it or such an administrator is appointed;

6.1.4 failure to maintain the licenses and consents it requires to meet the relevant requirements of any Regulator; or

7. FORCE MAJEURE AND LIABILITY

7.1 Neither party will be liable to the other party for any delay or non-performance of its obligations under this Agreement to the extent it arises from a Force Majeure Event subject to the affected party:

7.1.1 promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non performance; and

7.1.2 using its best endeavours to limit the effect of the delay or non-performance on the other party.

8. GOVERNING LAW

8.1 This Agreement and any matter arising from or in connection with it shall be governed by and construed in accordance with English law. Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Agreement.

Positive Lending, Positive House, GP Centre, Yeoman Road, Ringwood, Hampshire BH24 3FF

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