Mortgage intermediary registration form

Are there any conflicts of interest between your brokerage and HTB?	Yes ☐	No ☐

DETAILS

Firm name:

Director / Principal of firm:

Email address for Director / Principal:

Contact number for Firm:

Head office / registered address:

Address to send documentation to (if different):

FCA number:

ICO number:

BANK DETAILS

Please provide below detail of the account to which payments from HTB should be made:

Bank name:	Account name:
Account number:	Sort code:
Valid PII cover (min. £1m) ☐ Proof of bank details ☐	

Director/Principal's signature on behalf of applicant firm:

OFFICE USE ONLY

Date received:	FCA checks: ☐

Head of Property Operations and Small Change Signature:

PLEASE DETAIL BELOW ALL INDIVIDUALS TO BE REGISTERED WITH HAMPSHIRE TRUST BANK

NAME:	EMAIL:	TELEPHONE:

By signing this you as the Principal / Director are deeming all the above advisers competent.

Principal / Director's Signature:

INTERMEDIARY FIRM DECLARATION

The applicant firm confirms it has:

1. Robust governance arrangements, including a clear organisational structure and apportionment of responsibilities
2. Systems and controls, which are sufficiently robust to meet any regulatory requirements that apply to the firm
3. Satisfied itself that individuals and advisers engaged on its behalf hold the relevant skills, knowledge, expertise and qualifications to discharge their responsibilities competently
4. Robust systems and controls in place to ensure that regulated mortgage contracts are advised/arranged only where the firm holds the relevant regulatory permissions and by a competent mortgage adviser
5. Effective processes to identify, manage, monitor and report risks to which it is exposed
6. Sound administrative and accounting procedures
7. Effective control and safeguard arrangements for information processing systems
8. And will maintain appropriate professional indemnity insurance cover in respect of its mortgage broking activities.
9. We confirm the information provided in this registration form is accurate and complete. Further, that for the purpose of our business relationship, Hampshire Trust Bank is entitled to rely upon the content of this declaration.

Hampshire Trust Bank will be notified without delay if there is a material change to the information included in this form and/or declaration.

DIRECTOR/PRINCIPAL'S SIGNATURE ON BEHALF OF APPLICANT FIRM

Signature: Date of signature:

Due diligence declaration

THIS DECLARATION FORMS PART OF THE DUE DILIGENCE PROCESS ADOPTED BY THE COMMERCIAL MORTGAGES DIVISION OF HAMPSHIRE TRUST BANK

Firm name:

DECLARATION

In accordance with the requirements of the due diligence process undertaken by the Commercial Mortgages division of Hampshire Trust Bank I / we confirm that the following policies and indemnity insurance are in place and adhered to in accordance with FCA regulation:

PI Cover – Please insert Limit of Indemnity Cover:

Treating Customers Fairly (TCF):

Business Continuity Plan (BCP):

Anti-Bribery & Corruption Policy:

Data Protection Controls:

Anti-Money Laundering Policy:

Vulnerable Customers Policy:

SIGNED

Signature of Director / Principal:

Name of Director / Principal:

Date:

FCA Regulated

INTERMEDIARY REGISTRATION

HTB

BROKER AGREEMENT
Date:
Company Name:
Hampshire Trust Bank Plc

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THIS AGREEMENT IS ENTERED INTO ON	

BETWEEN:-

A HAMPSHIRE TRUST BANK PLC, a company registered in England & Wales under registered number 01311315 and whose registered address is at 80 Fenchurch Street, London EC3M 4BY; and

B **Company name:**

a company registered in England & Wales under registered number

Registered number:

whose registered address is at

Company address:

HTB TERMS OF BUSINESS FOR PRINCIPAL FIRMS AND NETWORKS

By the submission of an Application to Us (whether by You or by Your Appointed Representative) You acknowledge it will be processed by Us in accordance with these Terms.

1. DEFINITIONS

In these Terms the following expressions shall have the following meanings where the context otherwise requires:

"Applicable Anti-Bribery Law" means any bribery, fraud, kickback, or other similar anti-corruption law or regulation to which You or Your Associates, as applicable, is subject in carrying out the Services. Where relevant this may include the Bribery Act;

"Applicant" means the applicant (or applicants where more than one applicant is applying) for whom You (or Your Appointed Representative) are processing the Application;

"Application" means any and all applications for a Product submitted by You (or Your Appointed Representatives) on behalf of an Applicant;

"Appointed Representatives" means a person who acts as an appointed representative in accordance with Section 39 of the FSMA;

"**Associates"** means any person who, in relation to a party, performs services for or on behalf of that party in any capacity including without limit any sub-contractors, agents, employees, officers, subsidiaries or Appointed Representatives;

"Bribery Act" means the Bribery Act 2010;

"Criminal Finances Act" means the Criminal Finances Act 2017;

"Data Protection Laws" means all applicable laws relating to data protection, the processing of personal data and privacy, including the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 and any legislation that, in respect of the United Kingdom,

replaces or converts into domestic law the General Data Protection Regulation (EU) 2016/679 or any other law relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union;

"Event of Force Majeure" means any event outside the reasonable control of the party including and without limit fire, war, or civil unrest, act of God, act of terrorism, floor or adverse weather conditions or industrial action;

"FCA" means the Financial Conduct Authority;

"Government Entity" means:

a. Any national, federal, state, province, local and/or municipal government department, agency, office and/or instrumentality;

b. Any company or organisation where a government has 50 percent or more ownership interest;

c. Any company or organisation where a government controls a majority of votes attaching to the shares;

d. Companies and organisations that are controlled by a government. For example, the term 'Government Entity' will generally include companies and organisations that:

   i. have constituting statues that establish that they are instrumentalities, agents, or mandatories of a government;

   ii. perform functions or services that are public-in-nature (i.e. for the benefit of the general public or a large sector of the population);

   iii. are financially dependent on the government (i.e. the government is responsible for losses or funding of operations);

   iv. do not operate on a normal commercial basis (e.g. because they are given special powers by legislation); or

   v. have boards of directors or management where the government nominates a majority of directors or officers;

"Intellectual Property" means any patent, copyright, registered design, unregistered design right, trade mark or other Industrial or Intellectual property owned or used by Us together with any current applications for any registrable items of the foregoing;

"Network" means a network with intermediaries who are Appointed Representatives and which has an agreement with us for its Appointed Representatives to submit Applications on these terms;

"Modern Slavery Act" means the Modern Slavery Act 2015;

"HTB Personal Data" means Personal Data which We may transfer to You in connection with this Agreement;

"Party" means You or Us referred to individually;

"Parties" means You and Us referred to jointly;

"Payments" means any commission, charges or fees due to You from Us in connection with Applications;

"PRA" means the Prudential Regulation Authority;

"Products" means mortgage products offered by Us to Applicants from time to time including without limitation first and second (or subsequent) charges, regulated and unregulated mortgages, consumer buy to let mortgages and bridging loans;

"Public Official" means:

a. any officer, employee or representative of any Government Entity, including but not limited to central banks, sovereign, wealth funds, state-run hospitals and any business venture that is owned or controlled by a Government Entity;

b. any candidate for or holder of public office;

c. any member of a royal family;

d. any officer, employee or representative of a government, whether national, federal or local;

e. any political party or official of a political party;

f. any individual exercising an administrative, judicial function or legislative, whether appointed or elected; and

g. any officer, employee or representative of a public international organisation;

"Services" means the services We provide in connection with Applications;

"Terms" means these terms or business as are applicable to You and in each case as amended, supplemented or novated from time to time;

"Us", **"We"**, **"Our"** and **"HTB"** means Hampshire Trust Bank plc and such other companies in the same group or companies as may be notified to You from time to time, plus in each case any assignees or transferees; and

The terms **"Controller"**, **"Data Subject"**, **"Personal Data"** and **"Processing"** shall have the meanings set out in the GDPR. "Sensitive Personal Data" means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR. For the purposes of the Agreement, Personal Data includes Sensitive Personal Data.

2. YOUR RELATIONSHIP WITH US

2.1. These Terms set out the basis on which We accept Applications from You or Your Appointed Representatives and governs the provision and use of the Services. These Terms supersede any previously issued terms of business between the Parties.

2.2. We will only accept Applications if You are authorised by the appropriate regulator and hold all other relevant consents, permissions, registrations or licences for the purpose of carrying out Your business in accordance with these Terms and (where the Application is submitted via an Appointed Representative) that Appointed Representative is validly appointed as such by You.

2.3. We reserve the right at Our sole discretion to decline all or any Applications and We are not required to give a reason for doing so.

2.4. We may be required to report to the PRA and/or the FCA on the basis on which business is conducted between You (or Your Appointed Representative, as applicable) and the Applicant. You acknowledge and accept that We will treat business as being conducted on an "advised" basis unless You tell Us otherwise when You submit the Application.

2.5. You are not and may not purport or hold yourself out to be Our agent (and must procure that Your Appointed Representatives do not do so) unless specifically authorised in writing by HTB.

2.6. You (or Your Appointed Representative, as applicable) are presumed to act on behalf of the Applicant throughout Your relationship with Us, as governed by these Terms, unless and until such time as We are advised otherwise.

2.7. Where You have an Appointed Representatives who transact business with Us, Your relationship with Us is on the basis of these Terms. You will be responsible for the acts or omissions of Your Appointed Representatives and for procuring their compliance with these Terms and nothing in these Terms will relieve You of any liability for the acts or omissions of any Appointed Representatives concerning the obligations contained in them.

2.8. Where You submit an Application Yourself, You are responsible to us under these Terms in connection with that Application.

3. YOUR DUTIES

3.1. You warrant and represent that:

3.1.1. You hold all relevant legal, regulatory, and other authorisations necessary for carrying out Your business and for referring Applications to Us and that any of Your Appointed Representatives have been properly appointed as such;

3.1.2. You will (and will procure that Your Appointed Representatives will) obtain the Applicant's authorisation to be their agent prior to submitting an Application to Us and You acknowledge that You may not submit Applications (nor may Your Appointed Representatives) without such authorisation from the Applicant;

3.1.3. where You are an Appointed Representative You have been properly appointed as such.

3.2. You undertake that You will (and will procure that Your Appointed Representatives will):

3.2.1. comply with all applicable codes of practice (including, without limiting this, the CML Buy to Let Statement of Good Practice and codes of practice existing from time to time under the Data Protection Laws);

3.2.2. act diligently and in good faith in all dealings with Us and the Applicant;

3.2.3. use best endeavours to ensure that information provided to Us is true, accurate and complete in all material respects;

3.2.4. keep all details of Applicants up to date;

3.2.5. conduct business in accordance with the requirements of all relevant laws, regulations and rules of the FCA and/or PRA including without limit the FCA and/or PRA Principles for Business, all handbooks (including without limitation MCOB) and any applicable guidance issued by the FCA and/or PRA from time to time and the Data Protection Laws. You will not (and will procure that Your Appointed Representatives will not) by Your acts or omission do anything to cause Us to be in breach of the same or to cause an unfair relationship pursuant to Section 140A of the Consumer Credit Act to arise;

3.2.6. during completion of an Application, make the Applicant aware of all declarations and statements that You (or Your Appointed Representatives) make on their behalf and explain key information throughout the Application that will affect the Applicant, including, without limitation, providing the Applicant with a copy of, or access to, Our Fair Processing Notice (which can be found on our website) in order for us to comply with the Data Protection Laws including in respect of credit checks, fraud checks and identity checks which will be undertaken by Us in order to process an Application, and where necessary obtain the Applicant's consent to the use of his/her information by Us including but not limited to information in relation to Our use of their personal information for direct marketing communications (where consent may be relevant), or our use of their Personal Data comprised of special categories of Personal Data (as that term is defined in the Data Protection Laws), or consents in circumstances where the Applicant has expressly requested that We disclose their Personal Data to other people or organisations;

3.2.7. not offer any inducement to any Applicant or make any representation to an Applicant in order to persuade them to make an Application save as approved by Us;

3.2.8. not charge an Applicant any fees in respect of an Application which is required to be included in the cost of credit or disclosed by us to an Applicant by any legal or regulatory requirement without informing us prior to submission of our Application;

3.2.9. have disclosed to each Applicant all Payments You will receive from Us In respect of that Applicant's Application and obtained the Applicant's informed consent to such Payments prior to the submission of their Application;

3.2.10. comply in full with all policies and procedures relating to Applications as We advise You of from time to time including without limitation our policies and procedures which are relevant to our compliance with the Data Protection Laws and will only submit Applications in accordance with the said policies and procedures and will attend and complete any training on the same as required by Us from time to time;

3.2.11. act honestly and professionally and to use all due skill and care when acting for the Applicant, including (but not limited to) ensuring that the Application is suitable for the Applicant in cases where You (or an Appointed Representative, as applicable) advise on the same;

3.2.12. not refer Applications to Us as a direct or indirect consequence of the activities of any person who is not appropriately authorised or exempt from authorisation by any relevant regulatory authority;

3.2.13. promptly notify Us of any material matters, relating to Your business (including without limit any matters affecting any authorisations) and promptly provide Us with any material information relating to Your business which We reasonably request from time to time (and in the case of any Appointed Representatives of Yours, the information to be notified and provided will relate to their business);

3.2.14. maintain the confidentiality of any username and password used by You (or Your Appointed Representatives) in Our system;

3.2.15. if You (or Your Appointed Representatives) access any of Our IT systems, only do so with Our prior written consent and in compliance with any requirement in respect of the same which We will notify You of from time to time;

3.2.16. not seek to entice any of Our employees (or agents) to enter into Your employment or agency (and in the case of Appointed Representatives, their employment or agency) during the term of this agreement or for a period of 12 months thereafter provided, for the avoidance of doubt, that this restriction shall not apply to the employment of any such person who responds, unsolicited, to a general recruitment advertisement; and

3.2.17. maintain professional indemnity insurance which conforms to the minimum requirements of the FCA and in any event has a minimum cover amount of £1 million or such other amount as We may notify You of from time to time.

4. PAYMENTS

4.1. Subject to Clause 4.7, We will pay to You (directly or via any other party if We have made other arrangements to do so) any Payments due to You or Your Appointed Representatives on the terms and at the rates set by Us from time to time or any other terms and rates separately agreed in writing between Us and You, unless We have agreed otherwise We will make any payments into the bank account details which You have provided Us with. A note of the terms and rates applicable at any time shall be available on request.

We may change the rates of Payments without notice to You but confirm that any such new rates will only apply to Applications submitted by You after We notify You of such new rates.

4.2. You acknowledge that prior to any business being undertaken under these Terms, We provided You with details of the initial rates applicable for Payments.

4.3. We will cease making any Payments if:

4.3.1. We are notified in writing, or it is reasonable to infer, that You (or the relevant Appointed Representative of Yours) are no longer validly acting on behalf of the Applicant; or

4.3.2. We are prevented from making Payments by the operation of any law or regulation; but the provisions of this Clause 4.3.2 do not apply to Payments already accrued to the extent that We are permitted by law to make such Payments.

4.4. We reserve the right to suspend all Payments if You (or any of Your Appointed Representatives insofar as the Payments relate to them) enter into a voluntary arrangement, are the subject of bankruptcy or liquidation proceedings; have a receiver or administrator appointed over any assets; cease to hold any relevant material regulatory authorisation; or are charged with or convicted of any offence involving fraud or dishonesty. If We exercise this right We may hold on to the Payments until We have a clear direction from the courts or any relevant insolvency practitioner appointed as to whom We must make such payment. Suspension is without prejudice to Our rights to set off under these Terms or at law. In the foregoing, references to You includes any of Your directors or partners (or those of any Appointed Representative).

4.5. We will not make any Payment to You in respect of any Application which has been fraudulent or does not proceed to completion or where We become aware You or any of Your Appointed Representatives are in material breach or these Terms in respect of such Application.

4.6. We may set off or withhold payment of any amounts due to You from Us against any amount due to Us from You. We need not give You prior notice before doing this.

4.7. Where a Payment is due to any Appointed Representative any obligation on Us to make a Payment may be discharged by Our making the Payment to the principal firm or Network. It is the responsibility of the principal firm or Network to make any Payment due to the Appointed Representative and We will not be liable for any failure by the principal firm or Network in making payment to the Appointed Representative.

5. REIMBURSEMENT

5.1. You will reimburse Us forthwith upon demand the amount of any Payments:

5.1.1. made by Us to You in error (and You shall promptly notify Us of the same); or

5.1.2. made by Us which relates to any Application in respect of which You or any of Your Appointed Representatives are materially in breach of these Terms, where the Application has been fraudulent or where completion of the transaction in question has been delayed or does not occur; or

5.1.3. where You or Your Appointed Representatives have not obtained the Applicant's consent to the payment pursuant to these Terms; or

5.1.4. where the terms as to Payments agreed with You provide for reimbursement of all or part of any Payment if the relevant loan is repaid within a period of time specified in writing in such terms.

5.2. Any sums due from or payable by You shall be recoverable by Us under any account with Us regardless of the type of business for which the account is held. Any sums due from You to Us may be deducted from any sums owed or which become owing by Us to You.

5.3. Exercise by Us of Our rights under this Clause 5 shall be without prejudice to any other rights or remedies available to Us under these Terms or otherwise available to Us.

6. DOCUMENTATION AND COMMUNICATION

6.1. You will (and will procure that Your Appointed Representatives will) pass on immediately to Us or the Applicant as applicable, without amendment (unless otherwise agreed by Us), any documentation which is either supplied by Us for the benefit of or completion by the Applicant, or provided by the Applicant in relation to the Application. You will advise Us of all material facts known by or divulged to You (or Your Appointed Representative) in relation to business undertaken or to be undertaken with Us.

6.2. We may send communications directly to the Applicant.

6.3. All books and documents, computer hardware and software and any other items of property belonging to Us and in Your possession or under Your control (including those in the possession or control of any Appointed Representative) must at all times be available to Us for inspection and be delivered in good condition (allowing for fair wear and tear) to Us on demand. All material supplied by Us shall remain Our property and You Will (and will procure that Your Appointed Representatives will) only use such materials for the sole purpose of fulfilling Your obligations under these Terms.

6.4. You will not (and will procure that Your Appointed Representatives will not) produce or distribute any documentation unless supplied by Us for distribution containing Our name, logos or Our trade marks without Our prior written consent.

6.5. You will (and will procure that Your Appointed Representatives will) ensure that only Our latest literature (as provided by Us to You from time to time) is used and out of date stocks are destroyed.

6.6. Other than by using the standard material supplied by Us for the purpose of performing Your obligations under these Terms, You must not (and will procure that Your Appointed Representatives will not) publish, circulate, issue or release any advertisement or literature relating to Our business or Us or make use of Our name or logo or that of any of Our subsidiaries or affiliates or associated companies without previous written authorisation by Us.

6.7. You will not (and will procure that Your Appointed Representatives will not) sign or amend any documents or policies on Our behalf nor make any statements or promises or representations of any kind whether written or oral which bind or purport to bind Us. You will not hold Yourself out as having authority to make any such representation.

6.8. Where You (or any of Your Appointed Representatives) request Us to provide information relating to Applicants, including for the purposes of reconciling the information We hold with the information You (or any Appointed Representative) hold, We reserve the right to charge You for Our reasonable administration costs incurred in providing this.

7. COMPLAINTS

7.1. You must (and will procure that Your Appointed Representatives must):

7.1.1. have a documented internal complaints procedure which complies in full with the rules of the FCA and which reflects “best practice” as identified by the Financial Ombudsman Scheme from time to time; and

7.1.2. maintain, and have available for inspection, a complaints log reflecting complaints made in respect of activities undertaken in accordance with the Terms.

7.2. You must immediately notify Us or any complaints relating to fraud or improper conduct by You or any of Your Appointed Representatives.

7.3. We may determine procedures for dealing with such complaints and potential complaints which may include:

7.3.1. obligations for You (or Your Appointed Representatives) to submit to investigation by, and provide information to, Us and such other persons as We may direct;

7.3.2. obligations for You promptly to make any payments to Applicants or to submit to any other sanctions, that We may reasonably require; and

7.3.3. restrictions on contact between You (or Your Appointed Representatives) and with the person making the complaint.

7.4. Where any regulatory body brings any action or investigation in relation to Your activities or those of any of Your Appointed Representatives, or where disciplinary or complaints procedures are applied, in addition to Our other rights We may:

7.4.1. withhold or delay any payments otherwise due to You until You have implanted or discharged any sanctions resulting from those procedures; and/or

7.4.2. either indefinitely or temporarily limit the activities that You may carry on.

7.5. You will (and will procure that Your Appointed Representatives will) comply with any instruction that We may give concerning investigations which may be carried out by any regulator or with any instruction which may result from the exercise of intervention powers by any regulator.

7.6. We may disclose any identified non-compliance with any legal requirement to other lenders as well as to any regulatory body.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1. Each of us agrees at all times to comply with the provisions of the Data Protection Laws and You will procure that Your Appointed Representatives comply with the same.

8.2. You will not (and will procure that Your Appointed Representatives will not) divulge to any third party any documents or materials of any kind containing any information We have identified as confidential information, which relates to Our business or affairs or those of any of Our subsidiaries or affiliates or associated companies.

8.3. You shall not (and will procure that Your Appointed Representatives will not) disclose HTB Personal Data to a third party (including a sub-contractor or agent) in any circumstances without Our prior written consent, save in relation to any written requests from a third party for disclosure of HTB Personal Data where compliance with such request is required by legal or regulatory requirements. Where disclosure is required by legal or regulatory requirements You shall use reasonable endeavours to advise Us in advance or such disclosure unless You are prohibited from doing so by regulatory requirements in which case you shall do so as soon as possible thereafter.

8.4. The Parties consider that each Party acts as a Controller of Personal Data and any transfer of Personal Data between You (or your Appointed Representatives) and Us under this Agreement is a Controller to Controller transfer.

8.5. You warrant, represent, and undertake to Us that, prior to transferring Personal Data to Us You will ensure (and will procure that Your Appointed Representatives will ensure) that:

8.5.1. You and your Appointed Representatives are not subject to any prohibition or restriction which would prevent or restrict You or your Appointed Representatives from transferring such Personal Data to Us, or which would prevent Us from Processing such Personal Data as envisaged by this Agreement;

8.5.2. You (and your Appointed Representatives) are lawfully able to transfer such Personal Data to Us; and

8.5.3. You (and your Appointed Representatives) have provided relevant data subjects with a copy of, or access to, Our Fair Processing Notice (which can be found on our website) to enable Us to Process the relevant Personal Data as contemplated by this Agreement.

8.6. You agree not (and will procure that your Appointed Representatives will not) to make (or permit) transfers of HTB Personal Data outside the European Economic Area without our prior written consent (whereby, such consent may be withdrawn at Our sole discretion).

8.7. You undertake to make available to Us (and will procure that Your Appointed Representatives will make available to us) all information necessary to demonstrate compliance with this Clause 8 and to allow for and contribute to audits, including inspections, conducted by Us or an auditor nominated by Us.

8.8. A breach of this Clause 8 shall constitute a material breach of these Terms which allows Us to terminate this Agreement with immediate effect.

8.9. You shall ensure that neither You, Your staff, nor any Appointed Representative will, by any act or omission, cause any damage to Our systems.

9. MONITORING AND ACCESS

9.1. You shall in relation to the discharge by the FCA, the PRA or any other applicable regulatory body (referred to in this Clause 9 as "Regulators") or their functions and/or to facilitate Us to meet Our obligations to such Regulators:

9.1.1. make Yourself readily available for meetings with Us and/or Regulators as reasonably requested;

9.1.2. give Us and/or Regulators reasonable access to any records, files, tapes or computer systems which are within Your possession or control, and provide any facilities which We and/or Regulators may reasonably request;

9.1.3. produce to Us and/or Regulators and permit Us and/or Regulators to copy specified documents, files, tapes, computer data or other material in your possession or control as r easonably requested;

9.1.4. print information in Your possession or control which is held on computer or on microfilm or otherwise convert it into a readily legible document or any other record which We and/or Regulators may reasonably request; and

9.1.5. answer truthfully, fully and promptly all questions which are reasonably put to You by Us and/or Regulators.

9.2. You will permit Us, representatives of Regulators and persons appointed by Regulators for the purposes of this clause to have access, with or without notice, during reasonable business hours to any of Your business premises;

9.2.1. (In the case of Us) to review Your compliance with Your obligations;

9.2.2. (In the case of Us) to facilitate Us to meet Our obligations;

9.2.3. (In the case of Regulators or persons Regulators appoint) in relation to the discharge of Regulators' functions.

9.3. You will take all reasonable steps necessary to ensure that where:

9.3.1. You; or

9.3.2. any files, business records or other relevant information or documents belonging to You or otherwise within Your control.

9.4. Where in clauses 9.1 to 9.3, We refer to You, including Your premises, records, documentation and to You carrying out certain actions in compliance with this clause 9, these will extend to Your Appointed Representatives whose compliance with the said obligations in this clause 9 You shall procure.

9.5. You shall maintain (and will procure that Your Appointed Representatives will maintain) records of activities in connection with Applications and Applicants (including without limit in respect of any advice given to an Applicant) as are required by law or the requirement or any Regulator. You shall also maintain (and will procure that Your Appointed Representatives will maintain) such additional records of Your business in such form as We may specify from time to time.

9.6. You will ensure (and will procure that Your Appointed Representatives will ensure that Our auditors, upon reasonable notice:

9.6.1. have a right of access at all times to Your records or those of Your Appointed Representatives (save for protected items as defined in section 413 FSMA); and

9.6.2. are entitled to require from You or other officers or Your Appointed Representatives such information and explanations as the auditors reasonably consider necessary for the performance of their duties as auditors.

9.7. For the purposes of this clause:

9.7.1. any reference in this clause to Regulators shall include regulators and any representatives or appointees of Regulators;

9.7.2. any reference in this clause to files, tapes, computer data, computer systems, information, documents and/or other material shall as appropriate include any financial information, business records and other relevant information or documents;

9.7.3. obligations of Us and/or You include any obligations under these Terms and all law or with any obligations towards Regulators or third parties;

9.7.4. You ensure that all and any rights given to Us under this clause shall be given to such other persons as We may reasonably direct (whether in order to comply with any obligations of law or towards Regulators or third parties, or otherwise);

9.7.5. You agree to provide Us (and to procure that your Appointed Representatives will provide to Us), within 5 days of request from Us, with reports showing in reasonable detail the source of Applications submitted under these Terms, including, geographical region, loan size, loan to value ratio and other information as may be reasonably required together with a report showing the progress and status of the Applications.

10. INTELLECTUAL PROPERTY

10.1. We are the owners of all Intellectual Property rights in materials supplied by Us and, other than as set out in Clause 10.2 below, You will not acquire any rights under these Terms in relation to the same nor will any of Your Appointed Representatives.

10.2. You and Your Appointed Representatives are authorised to use, download and print materials supplied by Us for the purpose of performing obligations under these Terms. You will not (and will procure that Your Appointed Representatives do not) otherwise extract or distribute any such material or use any such material for any commercial benefit to yourself or others. This licence will determine upon termination as described in clauses 14 or 16.

11. ANTI MONEY LAUNDERING

11.1. You undertake (and will procure that Your Appointed Representatives so undertake) that evidence of the identity of all Applicants introduced by You or Your Appointed Representatives shall be obtained and recorded (prior to the placing of business with Us) under procedures maintained by You and Your Authorised Representatives in accordance with the provisions of the UK Money Laundering Regulations 2017 (and all directives, regulations, rules and guidance notes issued in substitution, amendment or addition thereto) and any of Our requirements from time to time notified to You.

11.2. You will (and will procure that Your Appointed Representatives will) identify any third parties and, without limiting the obligations in clause 11.1 above, forward to Us with the documents for the transaction such duly completed forms relating ID verification of third party identity as We may require from time to time.

12. INDEMNITY

12.1. You will fully indemnify Us in respect of any liability, losses, damages, fines, amounts paid in settlement or costs (including legal fees, disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties) We may suffer, incur or agree to pay, arising from any breech or the warranties, representations, or obligations under these Terms (including any breach of a relevant regulatory rule or applicable law) or by reason or any misrepresentation or negligent, tortuous, delictual or fraudulent set or as a result of any incorrect or misleading information that has been knowingly or negligently provided by You whether by Us, an Applicant or any other person. This indemnity is a continuing obligation to apply after termination of the agreement between You and Us, for whatever reason.

12.2. We will only be liable to You for losses arising directly as a result of negligence, fraud, or wilful default by Us. In no event will We be liable for special, indirect, consequential damages or losses, or for loss of data, profit or business opportunity.

12.3. Nothing in these Terms shall have the effect or excluding or limiting either party's liability to the other where such exclusion or limitation would not be lawful.

13. VARIATION

13.1. We may vary these Terms on one month's notice unless changes to any regulatory rule or applicable law require a variation of these Terms to take effect earlier than that date. In which case changes shall have effect on such earlier date and notice of variation shall be given as soon as is reasonably practicable.

13.2. Where there are changes in legislation or the rules or guidance of any regulatory authority, any relevant provisions in these Terms will be deemed to be amended accordingly.

14. TERMINATION

14.1. Either party may terminate the agreement on these Terms by giving one month's notice to the other.

14.2. We may terminate the agreement on these Terms with immediate effect on the occurrence of any one or more of the following:

14.2.1. any material breach by You, any of Your Appointed Representatives or any other person or body for which You are responsible of any of the provisions contained within these Terms;

14.2.2. any misconduct by You, any of Your directors or partners, any of Your Appointed Representatives or any other person or body for which You are responsible, which is or could be reasonably viewed as prejudicial to Our business or reputation;

14.2.3. You cease to be appropriately authorised, or if the FCA or PRA impose any fine or penalty upon You or any of Your Appointed Representatives;

14.2.4. cessation or suspension or intended cessation or suspension of Your operation or in any circumstance where in Our reasonable opinion it is likely to affect materially Your ability to perform Your obligations under these Terms; or

14.2.5. material litigation, insolvency, or reconstruction involving You (including any of Your partners if you are a partnership) including (without limitation) bankruptcy, dissolution, sequestration, administration, winding up, or seizure of assets or entry into any arrangement or composition with creditors.

14.3. Any termination shall be without prejudice to any other remedies that one Party may be able to pursue against the other, including in respect of accrued rights.

14.4. Upon termination, You will (and will procure that Your Appointed Representatives will):

14.4.1. not proceed any further with any Application and shall cease all promotion of Our business or the Products;

14.4.2. return to Us as soon as reasonably practicable any property belonging to Us;

14.4.3. repay all sums then and subsequently outstanding to us within 28 days of the termination taking effect or on the date such sum is ascertained (if later); and

14.4.4. be entitled to any unpaid Payments accrued to the date of termination but shall forfeit entitlement to all other Payments falling due after the date of termination.

14.5. Clauses 8, 9.1, 10, 12 will remain in full force and effect notwithstanding termination.

15. ANTI BRIBERY, MODERN SLAVERY AND CRIMINAL FINANCES ACT

15.1. Without limiting Your other obligations under the Agreement, You understand that We are committed to complying with all Applicable Anti-Bribery Law. You represent and warrant that neither You or any of Your Associates have taken or will take any action that might cause Us to violate Applicable Anti-Bribery Law, namely, that neither You nor, any of Your Associates will authorise, offer, give a, agree to offer or give, directly or indirectly, any payment, gift or other advantage with respect to any activities undertaken relating to the agreement between You and Us which:

15.1.1. intended to, or does, Influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would be improper for the recipient to accept; or

15.1.2. is made to or for the benefit of a Public Official, or to any person while knowing or being aware of a high probability that all or a portion of the payment, gift or other advantage will be offered or given to a Public Official, with the intention of influencing any act or decision of the Public Official in his/its official capacity, inducing such Public Official to use his/its influence to affect any act or decision of a Government Entity, or securing an improper advantage; or

15.1.3. would otherwise violate Applicable Anti-Bribery Law.

15.2. You must at all times maintain (and procure that Your Associates maintain) adequate procedures designed to comply with its obligations under clause 15.1 above.

15.3. Without limiting your other obligations under the Agreement:

15.3.1. You shall (and shall procure that Your Associates shall) comply with (and shall not by any act or omission put Us or any company in Our group in breach of) all (or any) applicable laws from time to time in force relating to anti-slavery and human trafficking Including without limitation the Modern Slavery Act;

15.3.2. You shall (and shall procure that Your Associates shall) implement due diligence procedures for suppliers, subcontractors and other participants in the supply chain, to ensure that there is no slavery or human trafficking In the supply chain;

15.3.3. You represent, warrant and undertake that neither You nor any of Your officers, employees or Your Associates):

i. has been convicted of any offence involving slavery and human trafficking; or

ii. having made reasonable enquiries, to the best of Your knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence in connection with slavery and human trafficking.

15.4. Without limiting Your other obligations under this Agreement:

15.4.1. You shall (and shall procure that Your Associates shall) comply with (and shall not by any act or omission put Us or any company in Our group in breach of) all (or any) applicable laws, from time in force relating to tax evasion including without limitation the Criminal Finances Act.

15.4.2. You represent, warrant and undertake that neither You nor any of Your officers, employees or other persons associated with You nor any of Your Associates:

i. has been convicted of any offence involving tax evasion: or

ii. having made reasonable enquires, to the best of Your knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding and offence or alleged offence in connection with tax evasion.

15.4.3. Breach of any of the provisions in clause 15 is a material breach of this Agreement on these Terms between You and Us for the purposes of Clause 14.2 and, without remedy to any other right, relief or remedy, entitles Us to terminate the said Agreement immediately pursuant thereto.

16. FORCE MAJEURE

16.1. The Parties shall not be liable for any breach of their obligations, acts or omissions hereunder resulting from as Event of Force Majeure. Where an Event of Force Majeure occurs, the Party whose obligations are suspended by virtue of the Event of Force Majeure shall use reasonable endeavours to mitigate the effect of such circumstances and to carry out such obligations or duties hereunder in such other way as may be reasonably practicable in all circumstances.

16.2. The Parties agree to give notice to each other as soon as is reasonably practicable after first becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

16.3. In the event of a Party receiving notice from the other pursuant to clause 16.2, both parties shall within 14 days of the notice jointly determine what measures, if any, can be put in place to prevent the occurrence (where possible) or mitigate the effect of the Event of Force Majeure.

16.4. If disruption due to an Event of Force Majeure shall continue for more than four (4) weeks after expiry of the 14 day period provided for in clause 16.3, the Party not relying on the same shall be entitled to terminate this Agreement with immediate effect by giving written notice to the other. The Parties shall have no liability to each other in respect of the termination of the Agreement as a result of an Event of Force Majeure, but rights and liabilities, which have accrued prior to termination, shall subsist and clauses 14.3 to 14.5 shall apply.

17. NOTICES

17.1. Any notice under these Terms shall be in writing and may be served by sending the notice: (i) by email to the latest email address notified to the other party from time to time; or (ii) first class prepaid post, in Our case, to such address as We advised You from time to time and in, Your case, to the last address known to Us. Any notice shall be deemed to have been received, in the case of:

17.1.1. email upon completion of transmission, subject to non-receipt of notification of failure or transmission; and

17.1.2. first class prepaid post, 48 hours from the time of posting.

18. GENERAL

18.1. These Terms shall be governed by and construed and interpreted in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English courts and herby waive any rights they may have to claim that this is an inconvenient forum.

18.2. Any failure or delay by Us or You to exercise or enforce any rights under these Terms and/or in law shall not be deemed to operate as a waiver of any such rights nor prejudice their enforcement in any way.

18.3. You may not assign, transfer subcontract or otherwise dispose, in whole or in part, or any or Your rights or obligations, without Our prior written consent. All or any of our rights can be assigned, transferred or otherwise disposed of at any time without Your consent and references to “We”, “Us” and “Our” includes Our assignees and transferees.

18.4. These Terms set out the entire agreement between Us and You in substitution of any previous oral, written or implied agreement or representations, to the extent permitted by law.

18.5. The parties do not intend that any term should be enforceable as a result of the Contracts (Right of Third Parties) Act 1999 otherwise by any person who is not party to these Terms.

18.6. In the event that any provision in these Terms shall be declared void, voidable, illegal, or otherwise unenforceable by a judicial or other competent authority the parties agree that any such provision shall be amended in such reasonable manner as achieves the intention of the parties without conflict with the judicial or other competent authority and that the enforceability of the remaining provisions shall not be affected.

18.7. Nothing in these Terms should be construed as indicating or giving rise to a joint venture or partnership.

18.8. References to any law, rules, regulations, or guidance in these Terms are to be construed as applying to the same as may be in effect from time to time. Reference to the FCA and or PRA shall include any replacement or successor body carrying on any relevant functions of the same from time to time.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST BEFORE WRITTEN.

HAMPSHIRE TRUST BANK PLC

Signed:	Name:
Date of signature:	Title:
Signed:	Name:
Date of signature:	Title:

INTERMEDIARY

Signed:	Name:
Date of signature:	Title:

Hampshire Trust Bank Plc is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority. Our FRN number is 204601. We are a company registered in England and Wales, registration number 01311315. Registered office: 80 Fenchurch Street, London EC3M 4BY. Hampshire Trust Bank, HTB and are registered trademarks of Hampshire Trust Bank Plc.