

Adviser Terms of Business

Home Finance

Last Updated: October 2018

Definitions & Interpretation

In this Agreement Canada Life means Stonehaven UK Ltd trading as Canada Life (“We” “Our” and “Us”); and

“You” acting (as applicable) as an independent intermediary or as a Principal, or You acting as a mortgage club/mortgage panel provider, providing mortgage panel facilities to Your members.

Together We and You are referred to as “We Both” or “Us Both”. If You are more than one person the obligations of You under this Agreement shall be joint and several obligations of such persons and references to You and Your herein shall be construed accordingly.

“Act” means the Financial Services and Markets Act 2000.

“Agreement” means these Mortgage Introducer Terms and Conditions including Schedule 1.

“Appointed Representative” means as defined in the FCA Rules.

“Commencement date” means the date of commencement of this Agreement as set out in clause 1.4 below.

“Commission” means the commission payable by Us to You which includes procuration fees and all other fees and charges.

“Company” means Stonehaven UK Ltd trading as Canada Life and is the party to these Terms with the Intermediary as indicated in the covering letter to these Terms.

“Customer(s)” means a person who is a customer, or a prospective customer of a mortgage.

“Data Protection Regulations” means the data protection rules, laws and codes in the Territory in relation to the processing of Personal Data.

“FCA” means Financial Conduct Authority and any successor body.

“FCA Rules” means the rules of the FCA.

“Principal” means a principal as defined in the FCA Rules.

“Relevant Personal Data” means the Personal Data and any Special Categories of Personal Data described at Clause 10 to be shared by the Intermediary with the Company.

References in this Agreement to any statutory provision, regulatory body or external organisation shall include a reference to such provision, body or organisation as from time to time re-enacted, amended, extended or replaced.

1. Scope and Appointment

- 1.1. You agree to act as a non-exclusive independent intermediary (“Intermediary”) either acting on Your own account or through panel members or Your Appointed Representatives (respectively the “Advisers”) as an introducer of mortgages (“the Services”) to Us. You as the FCA authorised intermediary have agreed to accept such appointment on the terms and subject to the conditions of this Agreement. For the avoidance of doubt nothing in this Agreement is deemed to constitute or evidence any intention to appoint You as Our Appointed Representative or Introducer Appointed Representative.
- 1.2. You warrant that the Advisers are approved and authorised (as applicable) by the FCA to provide the Services.
- 1.3. Nothing in this Agreement shall preclude either You or Us from committing to similar agreements with other institutions or individuals.
- 1.4. This Agreement constitutes an intermediary agreement for the purposes of the FCA Rules.
- 1.5. This Agreement shall take effect on the date of receipt by You of a copy of the Agreement and will continue until terminated by either You or Us in accordance with Clause 6.

2. Authority

- 2.1. You are authorised to effect introductions between Us Both or directly via Your Advisers and Customers. For the purposes of this Agreement, introduction means the passing to Us of Customers’ details in a manner and form prescribed by Us from time to time.
- 2.2. You shall explain to Your Customers, Your status as an Independent Intermediary and, if appropriate, You shall produce to Customers’ details of any relevant authorisations and regulatory statements including, but not limited to, suitability statements together with confirmation of the service You provide to Customers.
- 2.3. You may display and distribute promotional literature provided by Us. You shall only advertise on Our behalf and, or, use Our name, brand or trade names, trademarks or logos, with Our prior written consent.
- 2.4. We, within Our absolute discretion, reserve the right to refuse, cancel or amend any application for a mortgage received from You.
- 2.5. We, within Our absolute discretion, reserve the right to withdraw, amend or modify any product and/or Service specification at any time.

You shall ensure that the Advisers shall at all times;

- 2.5.1. provide all Services pursuant to this Agreement in accordance with the terms of this Agreement as if they were a party to it; and
- 2.5.2. ensure that any information conveyed by the Advisers to Customers regarding Our products accurately reflects the contents of the material provided by Us; and
- 2.5.3. shall keep or cause to be kept full and accurate records (including but not limited to introductions made to Us) relating to its performance of the Services and shall make such records available for inspection by Us at any time; and
- 2.5.4. obey and comply with the FCA Rules and the Act (in the case of Appointed Representatives as if they were directly binding upon them) and with Your written arrangements and procedures as contained in Your compliance policies (as notified to the Advisers from time to time); and
- 2.5.5. be of good character suitably qualified and experienced and where required by Us, remove any Adviser from providing Services pursuant to this Agreement if, in Our reasonable opinion, any Adviser does not meet the required standard of conduct and behaviour.
- 2.6. You shall inform Customers of the amount of any Commission and material inducements (if any) paid by Us to You pursuant to the FCA Rules.
- 2.7. You shall only complete and use documentation relating to Our products that has been supplied and/or approved for such use by Us including completion of all identification and money laundering checks.
- 2.8. You warrant that You shall at all times obey and comply with the FCA Rules, the Act and any other applicable law or regulation.
- 2.9. You must immediately notify Us if either You or any Adviser ceases to be authorised or approved (as applicable) by the FCA.
- 2.10. You shall be of good character suitably qualified and experienced and agree to work diligently and to act always in Our best interest when carrying out the Services necessary in connection with this Agreement.
- 2.11. You will not assign this Agreement or any part of it.

3. Fees and Charges

- 3.1. We shall pay to You the Commission at the rates notified to You from time to time (if applicable, the Commission is inclusive of value added tax).
- 3.2. Commission rates may be adjusted from time to time at Our discretion. The current Commission rates are described in Schedule 1.
- 3.3. We shall be entitled to set off any outstanding Commissions against any debt owed to Us by You.
- 3.4. We reserve the right to stop paying you commission if:
 - 3.4.1 We are notified that you are no longer the agent of the Applicant;
 - 3.4.2 We are waiting for information from the appropriate authorities or other persons about the matters referred to in Clause 2;
 - 3.4.3 You cease to be authorised and regulated by the FCA or any Successor Regulator or fully authorised by any relevant regulatory authority, professional body or trade associated;
 - 3.4.4 The Applicant defaults on the Product;
 - 3.4.5 You are in breach of any warranty or other obligation of this agreement or this agreement is suspended or terminated for any other reason.

4. Compliance

- 4.1. You will comply with all the instructions issued by Us from time to time in relation to this Agreement. We Both will comply with all legal and regulatory requirements as are applicable to our respective obligations under this Agreement and We Both will cooperate fully with each other for the purpose of such compliance.
- 4.2. You will upon reasonable notice grant the FCA access to Your premises and all records, files and documentations relating to this Agreement and all other such information as the FCA may request for the purposes of monitoring or investigating Your compliance with the FCA Rules.
- 4.3. You will upon reasonable notice grant Us access to Your premises and all records, files and documentations relating to this Agreement for the purpose of monitoring Your compliance with the FCA Rules.
- 4.4. You will grant Us the right to contact Customers relating to this Agreement for the purpose of monitoring Your compliance with the FCA Rules.
- 4.5. You shall advise Us as soon as reasonably practicable of any instruction, direction or request properly made by the FCA under the FCA Rules in connection with Your activities or the activities of Your Advisers under this Agreement.

5. Regulation

- 5.1. You represent and warrant that You are authorised by the FCA in the conduct of Your designated mortgage business and (if appropriate) general insurance business; and as Principal You have full power to employ the Advisers who shall be appointed by You to provide the Service's.
- 5.2. Nothing in this Agreement shall exclude Your liability to Us or Customers under the Act or the FCA Rules (as amended).

6. Termination

- 6.1. This Agreement may be terminated;
 - 6.1.1. by mutual agreement at any time;
 - 6.1.2. by either party on the expiry of 30 days' written notice delivered by special delivery post.
- 6.2. We will have the right to cancel this Agreement with immediate effect in the event of the following circumstances;
 - 6.2.1. Your fraud; or
 - 6.2.2. any change to Your regulated activities; or
 - 6.2.3. any breach of this Agreement by You: or
 - 6.2.4. You engage in any conduct prejudicial to Us or Our business; or
 - 6.2.5. If the relevant regulatory approvals for carrying on Your regulated activities in the United Kingdom are withdrawn, lapse or otherwise impaired.
- 6.3. In the event of Your death, bankruptcy, winding up or making any arrangement or composition with Your UK creditors or any analogous event, or if You become resident outside the United Kingdom or (being a company) change its place of registration or have its ownership or control altered without Our prior consent, this Agreement will automatically come to an end.
- 6.4. On termination of this Agreement;
 - 6.4.1. You will at Our request:
 - (a) either return, free of charge, or destroy forthwith all material provided to You and Your Advisers by Us; and
 - (b) provide, free of charge, all historical data required by Us.
 - 6.4.2. You shall accept no further mortgage applications on Our behalf and We shall process those applications which have received before the date of termination. For the avoidance of doubt We, within Our absolute discretion, reserve the right not to accept any mortgage applications from You where termination results from any of the circumstances set out in clause 6.2. and 6.3. above.

7. Insurance

- 7.1. You shall at all times during the continuance of this Agreement and for a period of six years following termination of this Agreement carry adequate insurance cover with a reputable insurer to cover all of Your insurance liability under this Agreement, and shall make the policy and premium receipts available for inspection by Us at any time.

8. Complaints & Dispute Resolution

- 8.1. If any dispute, complaint, question or difference shall arise in relation to this Agreement or otherwise, You acknowledge and agree that We shall have the right to refer the matter to a director or appropriate senior manager who is responsible for compliance within Your firm.

- 8.2. You shall immediately notify Us specifying the nature of the dispute, complaint, question or difference. The address is as follows;

Canada Life
110 Cannon Street
London
EC4N 6EU

In the event of a complaint or dispute, a copy of Our complaints process can be obtained from the above address.

- 8.3. You agree to obey and comply with the provisions of Our complaints policies as notified to You from time to time.
- 8.4. We Both shall cooperate fully with each other in respect of providing any relevant Customer information or documentation reasonably requested by either party in order to respond to any Customer Complaint relating to the Services, whether arising before or after the termination of this Agreement.
- 8.5. We Both shall both comply with FCA DISP requirements for handling Customer complaints.

9. Change of information

- 9.1. You must notify Us immediately in writing of any changes to Your circumstances such as change of address, legal entity, trading status, engaging in other business activities, change in regulated activities or other material facts including without limitation the occurrence of any of the events set out in clause 4.3 and sub clauses of clause 6.2.
- 9.2. You shall notify Us as soon as reasonably practicable (and not later than 5 working days) with the FCA details of each Adviser together with any change in those details including (but not limited to) details of each Adviser joining and leaving Your firm.

- 9.3. You must notify us immediately (and not later than 5 working days) after any change to the answers given to the yes/no questions in sections 3 and 5 of the registration form.

10. Data protection

- 10.1. It is acknowledged by the parties that each party has independent purposes and means for processing the Relevant Personal Data and that accordingly each party acts as an independent Controller in relation to its own respective processing. It is further acknowledged by the parties that in relation to the Relevant Personal Data the parties are not joint Controllers and neither party is a Processor on behalf of the other.

- 10.2. The Company requires access to the Relevant Personal Data for processing for the following lawful purposes and the sharing of the Relevant Personal Data is necessary for such purposes:

- 10.2.1 for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract relating to the Business;

- 10.2.2 the Data Subject has given consent or explicit consent (as required) to the processing respectively of his or her Personal Data or Special Categories of Personal Data for one or more specific purpose;

- 10.2.3 processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party;

- 10.2.4 processing may be conducted to conform to statutory laws or regulatory directives, the administration of justice, or it is in the substantive public interest, including, but not limited to, prevention of fraud, or to comply with anti-money laundering regulations; and/or

- 10.2.5 processing is necessary in order to protect the vital interests of the Data Subject.

- 10.3. The Intermediary shall be responsible for ensuring that, in accordance with the Data Protection Regulations, it has provided all necessary fair processing information, including, but not limited to, the Company's data protection notice, to all relevant Data Subjects and has taken appropriate steps to legitimise the sharing of the Relevant Personal Data to enable the Company to process the Relevant Personal Data for purposes compatible with the lawful purposes listed in section 10.2 above.

- 10.4. The Intermediary shall not process Relevant Personal Data in a way that is incompatible with the lawful purposes listed in section 10.2 above.

- 10.5 For the purposes of the lawful purposes as listed in section 10.2, the following types/categories of Relevant Personal Data may be shared between the parties:
- 10.5.1 name;
 - 10.5.2 address and postcode;
 - 10.5.3 gender;
 - 10.5.4 date of birth;
 - 10.5.5 marital status;
 - 10.5.6 contact details;
 - 10.5.7 reference number;
 - 10.5.8 lifestyle information;
 - 10.5.9 financial information; and
 - 10.5.10 details of spouses, and dependants.
- 10.6 The Intermediary shall ensure that the Relevant Personal Data shared must not be irrelevant or excessive with regard to the lawful purposes.
- 10.7 Each party shall ensure that it processes the Relevant Personal Data fairly and lawfully in accordance with both the Data Protection Regulations and any specific directions of a supervisory authority.
- 10.8 Each party shall deal promptly and in good faith with all reasonable and relevant enquiries from the other party relating to its processing of Relevant Personal Data under these Terms.
- 10.9 Each party shall, if it receives any complaint, notice or communication from a supervisory authority which relates to the other party's processing of Relevant Personal Data under these Terms or a potential failure to comply with the Data Protection Regulations, promptly (and in any event within 3 (three) business days) forward such complaint, notice or communication to the other party and provide the other party with reasonable cooperation and assistance in relation to the same.
- 10.10 The parties agree that the responsibility for complying with any Data Subject request (in relation to any rights of Data Subjects or otherwise) falls to the party receiving the Data Subject request in respect of the Relevant Personal Data held by that party. The parties agree to provide reasonable and prompt assistance (and in any event within 3 (three) business days of a request for assistance from the other party) to enable the other party to comply with any Data Subject requests and to respond to any other queries or complaints from Data Subjects.
- 10.11 The parties agree to implement appropriate technical and organisational measures to protect the Relevant Personal Data in their possession against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure in accordance with Data Protection Regulations.
- 10.12 Personal information collected via Intermediaries including quotation requests and application forms will be shared within the Canada Life group of companies to provide Intermediaries with product information which may be relevant for their client's needs and requirements.
- 10.13 Should there be any queries regarding Personal Data or individuals rights under the Act, please contact Canada Life's Data Protection Officer in writing at:
- Canada Life**
110 Cannon Street
London
EC4N 6EU
- You also have the right to talk to the Information Commissioner's Office whose main role is to uphold information rights in the public interest.
- Website: ico.org.uk/for-the-public/
Email: casework@ico.org.uk
Phone: 0303 123 1113
- Address: **Information Commissioner's Office,**
Wycliffe House, Water Lane, Wilmslow,
Cheshire, SK9 5AF
- 11. Indemnity**
- 11.1 You will indemnify Us in full against any loss, costs, charges, liabilities or expenses which We may incur as a result of Your breach of any of Your obligations under this Agreement or if any warranty made by You under this Agreement is incorrect.
- 12. General**
- 12.1 We may vary the terms of this Agreement by written notice to You from time to time.
- 12.2 If you submit Business to us, you will be deemed to have accepted our Terms by your conduct and they will become effective and binding on you. We do not require a signature or acknowledgement to accept these Terms.
- 12.3 In the event of any conflict between the provisions of this Agreement and a provision in any other agreement, the provisions of this Agreement shall prevail.
- 12.4 This Agreement shall be construed according to English Law and both parties will submit to the non exclusive jurisdiction of the English courts. This Agreement is also subject to the FCA Rules and in the event of conflict between the terms hereof and the FCA Rules, the FCA Rules shall prevail.
- 12.5 No person other than a party to this Agreement may enforce this Agreement by virtue of the Contract (Rights of Third Parties) Act 1999.
- 12.6 Neither this Agreement nor the Arrangements contemplated by it shall be or deemed to constitute or evidence any partnership or joint venture between Us Both nor any agency on either party.

12.7 You represent and warrant that You have authority to enter into this Agreement and to conduct the Services.

12.8 You shall not use our backer's name, or any similar name or mark or any associated logo or device, in any correspondence with Borrowers or other third parties or any Mortgage Documentation.

13. Commission (applicable to Firms and Networks only)

13.1 The commission fees that may become payable by Canada Life to You are set out below;

13.1.1 All products – 2.3% of the total advance made to the Customer, in each case subject to a minimum fee of £500 and a maximum fee of £30,000. In addition to this, if a cash reserve facility has been added to the mortgage, 1% of the facility amount will be paid.

13.2 Timing of paying commissions: by the fourth working day of the week following the week in which the case completes, via 3 day BACS.

