

These are the terms and conditions (“**Agreement**”) that apply when you refer to us clients seeking mortgages and loans if you are registering, or are registered, as an introducer with Central Loans Limited, which trades as “The Loans Engine”.

By registering and/or making such referrals you agree that this Agreement applies.

1. Definitions

1.1. In this Agreement:

“**Us**”, “**We**” and “**Our**” all refer to Central Loans Limited, a company registered in England and Wales under company number 4205508, with its registered office at 25-27 Surrey Street, Norwich, NR1 3NX, that is authorised and regulated by the Financial Conduct Authority (“**FCA**”) under FRN 708606;

“**You**”, “**Your**”, “**Yours**” and “**Introducer**” all refer to the company, partnership or sole trader that is registered, or is registering, with Us in order to have Us source, advise on and/or arrange products for clients; and

“**Party**” refers to You or Us and the “**Parties**” refers to each of You and Us.

1.2. The following definitions also apply in this Agreement:

“**Applicable Regulatory Requirements**” means all applicable statutory and other rules, regulations, instruments and provisions in force from time to time, including the rules, codes of conduct, codes of practice, guidance, practice requirements and accreditation terms stipulated by any Relevant Regulator that is of relevance to this Agreement and/or its subject matter and to which the relevant Party is subject at the relevant time;

“**Appointed Representative**” has the meaning given to it in section 39(2) of FSMA;

“**Associated Company**” means, in relation to a company, another company that is its holding company or another subsidiary of its holding company, ‘holding company’ and ‘subsidiary’ having the same meaning as in the Companies Act 2006;

“**Broker Fee**” means the fee charged by Us to Your Client for Us providing advice to Your Client and/or procuring the provision to Your Client by a third party of a Relevant Financial Product together with any Broker Fee Introducer Element;

“**Broker Fee Introducer Element**” means that amount, if any, that You direct Us to include in the Broker Fee by way of remuneration due to You for the services that You provide to Your Client in respect of the provision of the Relevant Financial Product the subject of the Broker Fee;

“**Confidential Information**” means any information of a confidential nature relating to the business and/or affairs of the relevant Party, including the terms of this Agreement, financial information, sales processes, commission, adviser charging rates, internal group reporting structure and staff details, customer market research information and its Intellectual Property and Customer Data;

“**Consumer Duty**” means Principle 12 (Consumer Duty) and those rules and guidance of the FCA (as set out principally in PRIN 2A of the FCA Handbook) intended by the FCA to ensure compliance by firms regulated by the FCA with Principle 12 (Consumer Duty);

“**Controller**”, “**Data Subject**”, “**Personal Data**” and “**Processor**” each have the same meaning as in the Data Protection Legislation;

“**Customer Data**” means all data, lists, databases or other information, whether in written, oral, electronic or other form, relating to, or identifying, customers and/or potential customers of the relevant Party;

“**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in the UK, including the UK GDPR, the DPA and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) (“**PECR**”) and the applicable version at the relevant time of any guidance or codes of practice in relation to the UK GDPR, the DPA or PECR issued by the Information Commissioner’s Office;

“**Data Recipient**” means a Party who, acting as an independent Controller of that Personal Data, receives Personal Data from the other Party who is also acting as an independent Controller in respect of that Personal Data;

“**Data Transferor**” means a Party who, acting as an independent Controller of that Personal Data, transfers Personal Data to another person who is also acting as an independent Controller in respect of that Personal Data;

“**DPA**” means the Data Protection Act 2018;

“**Fee**” means the remuneration set out in the Fee Agreement;

“Fee Agreement” means, if the Successful Introduction to Us was made by You in Your capacity as a member of a Network or Club, the agreement between us and the leader of that Network or Club and, otherwise, the agreement between Us and You setting out the remuneration payable by us to You in respect of Successful Introductions;

“FCA” means the UK’s Financial Conduct Authority and/or any successor to it in respect of its activities that are relevant to You and/or Us in respect of matters relevant to this Agreement;

“FSMA” means the Financial Services and Markets Act 2000;

“FCA Handbook” means the version current at the relevant time of the document produced by the FCA setting out the FCA’s rules and guidance for firms authorised by the FCA;

“ICO” means the UK Information Commissioner;

“Intellectual Property” means rights in the nature of passing off, get-up, registered designs and unregistered designs and design rights, topography rights, copyright (including, without limitation, copyright in software), moral rights, database rights, rights in inventions, patents, know-how, trade secrets and other confidential information, and all other intellectual property rights and rights of a similar or corresponding character which may exist now or in the future subsist in any part of the world (whether registered or not or the subject of an application for registration) and including all rights to apply for, and obtain, registrations in respect of any and all of the foregoing, each for their full term including extensions, revivals and renewals thereof;

“Introduction” means the provision to Us by You during the Term of an application on behalf of Your Client for the seeking by You for Your Client of a Relevant Financial Product (and **“Introduce”**, **“Introduces”**, **“Introduced”** shall be interpreted accordingly);

“Necessary Permissions” means any authorisations, licences, and permissions (including FCA Permissions) necessary for the relevant Party to conduct those aspects of its business relevant to this Agreement provided that, where that Party’s relevant activity is as an Appointed Representative, FCA Permissions of the Principal shall be deemed for the purposes of this Agreement to be permissions of that Party if the Party is authorised to act under them in accordance with terms of the relevant agreement between the Principal and the Appointed Representative in that respect;

“Network or Club” means a legal entity offering services to its appointed representatives and specified directly authorised firms engaged, in each case, in the carrying out in the UK of financial intermediation activities;

“Our Services” means the services provided by Us to You using the Websites and any other associated services which are provided by Us to You from time to time;

“Principle 12 (Consumer Duty)” means the twelfth principle set out at PRIN 2.1 of the FCA Handbook;

“Principal” has the meaning given to it in section 39(1)(a) of FSMA;

“RAO” means The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544);

“Relevant Financial Products” means loans and mortgages, in each case whether or not regulated by the FCA;

“Relevant Regulator” means the FCA and the ICO and any successor to either of them in respect of their activities that are relevant to You and/or Us in respect of matters relevant to this Agreement;

“Successful Introduction” means an Introduction as a direct result of which a Relevant Financial Product is made available to Your Client the subject of that Introduction and in respect of which we receive remuneration from the provider of that Relevant Financial Product;

“Term” means the period between the coming into effect of this Agreement and its termination;

“UK GDPR” means the retained EU law version of General Data Protection Regulation ((EU) 2016/679”);

“Websites” refers to all of Our websites from time to time, including www.tle.co.uk and www.theloansengine.co.uk; and

“Your Client” refers to any client of Yours that You introduce to Us for the purpose of Us arranging for the provision to that client by another person of a Relevant Financial Product.

1.3. In this Agreement:

1.3.1. references to any statute or statutory provisions shall be construed as referring to that statute or statutory provision as the same may from time to time be amended, modified, extended, re-enacted or replaced (whether before or after the date of this Agreement) and including all subordinate legislation made under it from time to time;

1.3.2. references to clauses are to the clauses of this Agreement;

1.3.3. headings to clauses are for the purpose of information and identification only and do not form part of this Agreement;

1.3.4. a reference to **writing** or **written** excludes, save where stated to the contrary, fax and email;

- 1.3.5. any obligation on a Party not to do something includes an obligation not to allow that thing to be done;
- 1.3.6. any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.3.7. unless the context requires otherwise:
 - 1.3.7.1. words importing the singular shall include the plural and vice versa;
 - 1.3.7.2. words importing any particular gender shall include all other genders; and
 - 1.3.7.3. references to persons shall include bodies of persons whether corporate or incorporate.

2. Obligations of both Parties

- 2.1. Each Party warrants to the other Party:
 - 2.1.1. that it has full capacity and authority to enter into this Agreement, including any authority required from any parent company or any other person; and
 - 2.1.2. that the person entering into this Agreement on its behalf is duly authorised to do so;
- 2.2. Throughout the Term Each Party:
 - 2.2.1. shall comply with its obligations under Applicable Regulatory Requirements, including:
 - 2.2.1.1. obtaining, and, at any time that it shall have dealings with the other Party, maintaining, the Necessary Permissions;
 - 2.2.1.2. if it is required by the FCA to hold professional indemnity insurance, holding such insurance that at least meets the minimum requirements of the FCA in that regard; and
 - 2.2.1.3. if it is an Appointed Representative having dealings with the other Party:
 - 2.2.1.3.1. only in respect of activities that it is appointed to conduct by its Principal; and
 - 2.2.1.3.2. only at times at which its Principal has such professional indemnity insurance as may be required by the FCA in order for its Appointed Representatives to conduct the activities then being undertaken by that Party;
 - 2.2.2. shall, if any Necessary Permission, or any insurance referred to in Clause 2.2.1 above, lapses, is cancelled, is not renewed when due or is subjected to additional conditions, or if it becomes aware that any such occurrence is likely, or that additional terms and conditions have been, or are likely to be, imposed, promptly advise the other Party on the occurrence of such event, or of it becoming so aware, whichever is the earlier;
 - 2.2.3. shall not, save in pursuance of its rights under this Agreement:
 - 2.2.3.1. through act or omission cause;
 - 2.2.3.2. counsel, cause or procure any person, to cause, detriment to the reputation and/or goodwill of the other Party or, in each case, engage in any conduct that a reasonable person would deem reasonably likely to lead to such detriment; and
 - 2.2.4. will maintain sufficient financial, physical and technical resources to fulfil its obligations under this Agreement and to any Relevant Regulator.
- 2.3. Each Party warrants to the other Party that throughout the Term all its staff, including sales representatives (whether employed or not) shall at all times:
 - 2.3.1. have the required knowledge, skills and competency to perform their duties, evidenced with appropriate records; and
 - 2.3.2. be made fully conversant with the obligations of that Party under these terms and conditions.
- 2.4. Each Party shall, promptly on demand from the other Party, provide all such information and evidence (in writing, if required) to the other Party as may reasonably be required by the other Party to enable it to assess compliance by the Party the subject of the request with the terms of this Agreement.

3. Further obligations of You to Us in respect of Your Client

Personal Data

- 3.1. In respect of each of Your Clients the subject of an Introduction, You will, prior to submitting to Us their Personal Data, tell them how We will use their Personal Data, as described in Our Legal and Privacy Policy, as published and updated from time to time at www.tle.co.uk/customer-legal-and-privacy-notice/.

Information about Your Client

- 3.2. You warrant that any information that You provide to Us in relation to any of Your Clients will, when provided, be accurate and not misleading and that there will not be omitted from such information anything that might be material to a decision of a lender as to whether to lend to Your Client, and/or the terms on which it may be willing to do so.
- 3.3. Should, between You providing to Us information about Your Client and Your Client being provided with a loan pursuant to an Introduction, it come to your knowledge that information that You have previously provided to Us in respect of Your Client was, when provided, or has subsequently become, inaccurate, incomplete or misleading You will promptly so advise Us in writing.

Disclosure of remuneration

- 3.4. You will disclose to Your Client the fact that You may receive remuneration from Us for the introduction of Your Client to Us and, as soon as such monetary amount is known by You, You will disclose that amount to Your Client and will retain a record of that disclosure.

Our Services

- 3.5. You will not mislead or misinform any of Your Clients regarding, nor misrepresent any aspect of, Our Services.

Networks and Clubs

- 3.6. Throughout the Term you will comply with the terms of any agreement between You and any Network or Club of which you are a member and/or Appointed Representative and act only in accordance with guidelines issued any such Network or Club.
- 3.7. If you are a member and/or Appointed Representative of a Network or Club with which We have no formal arrangement, You will, where required to do so by any such Network or Club, seek the required approval before You introduce Your Clients to Us.

Consumer Duty

- 3.8. You will comply with obligations placed on You by the FCA in respect of the Consumer Duty and will:
 - 3.8.1. conduct Your business so that You deliver good outcomes for Your Client;
 - 3.8.2. ensure that any Broker Fee Introducer Element is not excessive and represents fair value for the services You provide to Your Client to whom the Broker Fee is being charged;
 - 3.8.3. telling Us promptly:
 - 3.8.3.1. if You identify any of Your Clients as being vulnerable, sharing with Us all relevant information in that respect save as may be unlawful;
 - 3.8.3.2. if You become aware that any communication produced by Us that it is intended be provided to any of Your Clients may not deliver good outcomes for them; and
 - 3.8.3.3. of any issue relating to the fair value of our service and/or any products that We distribute.

4. Advice provided by You

- 4.1. We will not provide advice to Your Client in respect of any Relevant Financial Product that is not regulated by the FCA.
- 4.2. Before providing advice to Your Client in respect of any Relevant Financial Product, You will collect such information as may be required by You to assess Your Client's needs and circumstances and their eligibility for any product that You propose to recommend to them.
- 4.3. When advising and recommending a suitable product to Your Client you will, before Your Client agrees to obtain a product, disclose to them all relevant information, including the costs, fees, terms and conditions of any Relevant Financial Product that You have recommended.
- 4.4. You will be deemed, when effecting an Introduction, to warrant to Us that you have not led, and have not counselled, procured or permitted any other person to lead, Your Client to believe that We will be in a position to advise Your Client in any way, whether in respect of entering into, or not entering into, or varying the terms of, any mortgage contract, whether or not subject to regulation by the FCA.
- 4.5. We will assist You to source products which may be available to Your Clients and provide You with the relevant paperwork such as a Mortgage Illustration/indicative terms for the products You select.
- 4.6. Unless otherwise instructed by You, where We have provided advice to Your Client We will package Your Client's application for You.

5. Advice provided by Us

- 5.1. Where We advise Your Client in respect of a regulated loan:
 - 5.1.1. We will be identified in Section 2 of the Mortgage Illustrations as the 'Credit Intermediary'; and

5.1.2. We will be responsible for:

- 5.1.2.1. collecting the information required to assess Your Client's eligibility, needs and circumstances;
- 5.1.2.2. advising and recommending a suitable product to Your Client; and
- 5.1.2.3. disclosing all relevant information, including the costs, fees, terms and conditions of the loan We have recommended.

5.2. You will be deemed, when effecting an Introduction, to warrant to Us that neither You, nor any person on Your behalf, has advised Your Client in any way, and in particular in respect of entering into, or not entering into, or varying the terms of, any mortgage contract subject to regulation by the FCA.

5.3. Where activity has been restricted by Us by reason of a relevant exemption of the RAO, to effecting introductions only, You will be deemed, when effecting an Introduction, to warrant:

- 5.3.1. that neither You, nor any of Your staff has advised Your Client in any way or engaged in arranging activity;
- 5.3.2. that You will not be paid by Your Client by virtue of the introduction made by You; and
- 5.3.3. that You will disclose to Your Client, prior to making the introduction any monies and/or other benefits that You will receive as a result of making the introduction and any details of any affiliation between You and Us.

6. Remuneration

6.1. Subject to the other provisions of this Clause 6, We will, in respect of each Successful Introduction pay the relevant Fee (to include any Broker Fee Introducer Element in the case concerned) within 7 days of Completion of the Relevant Financial Product.

6.2. If You are a member of a Network or Club we will, if the Fee Agreement so requires, pay some or all of the Fee to the leader of the Network or Club, and will otherwise pay the Fee to You.

6.3. If we pay some or all of the Fee to the leader of a Network or Club in accordance with the Fee Agreement, that leader will be responsible for making to You such payment, if any, as may be due to You in respect of such Relevant Financial Product and We will not be liable for any failure by that leader to pay any part of the Fee to You.

6.4. No Fee shall be payable for a Successful Introduction if, at any time between the relevant Introduction and the time at which the Fee would otherwise becoming payable, You do not have the Necessary Permissions, and any amount we pay to You in error in that respect shall be held by You on trust for Us and, accordingly, shall be payable by You to US on demand.

6.5. No Fee shall be payable pursuant to this Clause 6 for a Successful Introduction unless such payment is permitted by Applicable Regulatory Requirements.

6.6. Save where stated to the contrary in the Fee Agreement, any amount paid by Us pursuant to this Agreement by way of a Fee (including, where relevant, any Broker Fee Introducer Element) shall be deemed to be inclusive of any applicable VAT (or any other sales or similar tax), and You will provide to us within seven days of our request in that respect, an invoice addressed to us in respect of any Fee paid or payable to You by Us pursuant to this Agreement, which invoice shall comply with any applicable rules regarding the disclosure of any applicable VAT (or any other sales or similar tax), including the rate, amount and tax point.

7. Data processing and transfer

7.1. Neither Party envisages that the other Party will be Processing Personal Data acting as Processor on its behalf as Controller of such Personal Data and, accordingly, each Party acknowledges that, in relation to its obligations under this Agreement, it and the other Party will each act as an independent Controller of Personal Data provided by one Party to the other Party and agrees that it will not Process Personal Data as Processor on behalf of the other Party as Controller unless there shall be a written data processing agreement between the Parties in respect of such Processing.

7.2. To the extent that Personal Data is shared between the Parties each acting as Controller, the Data Transferor warrants and undertakes to the Data Recipient that such Personal Data shall have been collected and Processed, and transferred to the Data Recipient, by it in accordance with the Data Protection Legislation and other laws applicable to the Data Transferor and such Personal Data.

7.3. Each Party shall, on a timely basis, and its own expense, provide such assistance as may reasonably be requested by the other Party in relation to enquiries from, or made on behalf of, Data Subjects concerning processing of their Personal Data.

7.4. Each Party shall notify the other Party if it receives a complaint from a Data Subject or, whether or not relevant to its Processing of Personal Data in relation to this Agreement, any notice or correspondence from a Relevant Regulator relating to its Processing of Personal Data.

- 7.5. Each Party shall provide reasonable assistance to the other Party in respect of any complaint from a Data Subject or any notice or correspondence from a Relevant Regulator relating in either case to the Processing of Personal Data in relation to matters the subject of this Agreement.
- 7.6. The provisions of this Clause 7 shall remain in effect notwithstanding termination of this Agreement.
- 8. No waiver**
- 8.1. No failure or delay by a Party to exercise any right or remedy provided under this Agreement, or by law, shall constitute a waiver of that, or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any such right or remedy shall preclude or restrict the further exercise of that, or any other, right or remedy.
- 9. Indemnity**
- 9.1. You will indemnify Us and keep Us fully indemnified from and against any loss, cost, damage, expense or other liability suffered or incurred as a result or consequence, directly or indirectly, of any breach by You of this Agreement.
- 10. No partnership or agency**
- 10.1. Nothing in this Agreement is intended to, nor shall it be deemed to, establish any partnership or joint venture between the Parties, or, save as expressly stated to the contrary, constitute either Party the agent of the other Party, or authorise either Party to make, or enter into, any commitments for or on behalf of the other Party.
- 11. Assignment and delegation**
- 11.1. Neither this Agreement nor any of the rights or obligations of the Parties under it may be assigned or sub-contracted by either Party without the prior written consent of the other Party, such consent shall not be unreasonably withheld or delayed, provided that we may assign our rights under this Agreement to an Associated Company of Ours.
- 12. Anti-bribery and corruption**
- 12.1. Each Party shall in connection with this Agreement comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 (the “**Relevant Requirements**”). Each Party has, and shall maintain in place and comply with throughout the Term, its own policies and procedures to ensure compliance with the Relevant Requirements.
- 13. Termination**
- 13.1. This Agreement may be terminated:
- 13.1.1. by either Party at will on giving 30 days’ notice to the other Party;
- 13.1.2. by either Party on 14 days’ notice to the other Party if the other Party breaches the Relevant Requirements in connection with its activities pursuant to this Agreement in such a way that the Party serving notice can reasonably demonstrate has had, and/or will be reasonably likely to have, a material adverse impact upon the reputation of the Party serving notice;
- 13.1.3. immediately by a Party giving notice to the other Party at any time if the other Party:
- 13.1.3.1. commits a material breach of any material term of this Agreement and fails to remedy that breach within the period of 14 days after being required in writing to do so by the Party giving notice to terminate;
- 13.1.3.2. is liquidated or wound-up, except for the purpose of voluntary reconstruction or amalgamation, or has a petition for winding up presented against it, or has a receiver, administrative receiver or administrator appointed over all or any part of its business, or it convenes any meeting of its creditors or makes a deed of arrangement or otherwise compounds with its creditors; or
- 13.1.3.3. has any Necessary Permission suspended, revoked, terminated, or made subject to conditions that adversely affect any aspect of its business relevant to this Agreement, or any Necessary Permission expires without renewal.
- 13.2. Any provision of this Agreement that, expressly or by implication, is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect notwithstanding the termination of this Agreement.
- 13.3. You shall continue, notwithstanding the termination of this Agreement, to be entitled to receive any Fee that would be payable to You by Us pursuant to Clause 6 for a Successful Introduction unless such termination is by reason of your breach of the terms of this Agreement.
- 14. Confidentiality**
- 14.1. Each Party undertakes to the other Party that it will not at any time during the term of this Agreement, nor for a period of five years beginning with the day following the date of termination of this Agreement, disclose to any person any Confidential Information of the other Party except as permitted by Clause 14.2 below.
- 14.2. Each Party may disclose the other party's Confidential Information:

- 14.2.1. to such of its employees and officers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement, complying with Applicable Regulatory Requirements or enforcing its rights under this Agreement;
 - 14.2.2. to such of its representatives, auditors and advisers (and their respective employees and officers) who need to know the same for the purposes of complying with Applicable Regulatory Requirements or enforcing its rights under this Agreement; or
 - 14.2.3. as may be required by law, court order or any governmental or regulatory authority or to enable any person referred to in Clause 14.2.2 above to meet their statutory obligations and/or any obligations under any Applicable Regulatory Requirements.
- 14.3. Disclosure or use of Confidential Information of a Party by a person referred to in Clause 14.2.1 above or Clause 14.2.2 above shall be deemed use or disclosure of such Confidential Information by the Party who disclosed such Confidential Information to that person.
- 14.4. Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement or to meet its statutory obligations and/or any obligations under any Applicable Regulatory Requirements.
- 15. Entire agreement**
- 15.1. This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 15.2. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 16. Variation**
- 16.1. We may amend this Agreement from time to time by giving notice to You of any such amendment by email and/or by publishing this Agreement as duly amended on one or more of the Websites. The first time that You refer to us in respect of a Relevant Financial Product any person that is Your Client following the giving by Us of such notice or publication will signify acceptance by You of any such amendment, even if You had previously introduced that person to Us.
- 17. Invalidity and severability**
- 17.1. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.
- 18. Notices**
- 18.1. Any notice to be served under this Agreement shall be in writing and shall be served:
- 18.1.1. by sending it to the intended recipient by first class post to its registered office (or, if there is no registered office, to its last known postal address) and any notice so served shall be deemed to have been served upon the expiry of 48 hours after posting; or
 - 18.1.2. where it is stated that it may be sent by email, by sending it to the intended recipient by email at the last known business email address of the intended recipient and any notice so served shall be deemed to have been served when the sending party receives the relevant receipt of acknowledgement of successful transmission.
- 19. Law and jurisdiction**
- 19.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales