



Introducer Application Terms

PLEASE READ THESE INTRODUCER APPLICATION TERMS (the "Terms") CAREFULLY BEFORE USING THIS SITE AND SUBMITTING A MORTGAGE APPLICATION.

For professional mortgage introducers only.

Expressions used in these Terms shall have the same meaning (unless otherwise is expressly stated) as such expressions have in the Introducer Registration Terms.

For the purposes of these Introducer Application Terms, "I/We/Our/You/Your" means a person who submits an Application to us either

- (i) directly as an Authorised Person,
- (ii) directly as an Appointed Representative on behalf of a Principal (in which case both the Appointed Representative and the Principal shall be subject to these Terms) or
- (iii) through a Mortgage Packaging Company pre-approved by CHL Mortgages to submit Applications on behalf of an Authorised Person or an Appointed Representative on behalf of a Principal (in which case the Mortgage Packaging Company and the individual Intermediary and the Principal shall be subject to these Terms) or any other individual who submits an Application to us via our site.

These Terms apply when you submit an application (the "**Application**") to CHL Mortgages for Intermediaries Limited (the "**Lender**") on behalf of applicants (the "**Applicant**"), for a mortgage or other financial product on the Lender's site and are supplementary to, and should be read in conjunction with, the Lender's Introducer Registration Terms and any references to "**Terms**" in the Introducer Registration Terms shall also be construed as referring to and including these Terms.

By submitting this Application, I confirm that:

- I have been provided with a copy of the Lender's Introducer Registration Terms and these Terms and I agree to comply with the terms set out therein.
- The Applicant and, where the Applicant is a company the director(s) and the guarantor(s) (the "**Guarantor**") have been provided with copies of an illustration in addition to the Lender's Customer Declaration and Privacy Notice.
- The submitted Application contains information provided by the Applicant and the Guarantor. To the best of our knowledge, all information we are to provide is in all material respects full, correct, accurate and complete and not misleading and we will not withhold any information or documentation that may be deemed material to the Application.
- The Applicant is submitting the Application for a mortgage on a property that will not be and is not intended to be occupied by the Applicant nor by the Applicant spouse or civil partner (or a person (whether or not of the opposite sex) whose relationship with the Applicant has the characteristics of the relationship between husband and wife) nor by a close relative (including, but not limited to, parent, brother, sister, child, grandparent or grandchild) (a "**Related Person**") or, where the Applicant is a company, a director, officer, employee or shareholder of the Applicant, a Guarantor and/or any of their Related Persons.
- This Application is made by the Applicant wholly or predominantly for the purposes of a business carried on or intended to be carried on by the Applicant.
- The Applicant or where the applicant is a company, the director(s) and the Guarantor is fully aware that I am submitting this Application on their behalf and that I am not an agent of the Lender, do not work for the Lender and cannot commit to giving the Applicant the mortgage.
- The Applicant or where the applicant is a company, the director(s) and the Guarantor provides their express informed consent for the Application to be submitted on their behalf (and that a signed Application will not be required).
- The Applicant, or where the applicant is a company, the director(s) and the Guarantor(s) provide their express informed consent for a company search (if applicable), searches against credit reference and fraud prevention agencies, and any other such references and enquiries to be completed by the Lender as it considers necessary in connection with this Application and understand that a record of such searches will be retained and the Lender may refresh such information in the future whilst the mortgage remains in place.

- Neither the Applicant nor the Guarantor is an employee of the Lender or any employee of ours.
- The Applicant and, where the applicant is a company, each of the director(s) and the Guarantor have been made aware of and provided with the Lenders Privacy Notice, that is available at the Lenders website and where the Lender and/or third parties are not able to rely on the legitimate interest basis when processing the Applicant, Director(s) and/or Guarantor's personal data, they each grant their express informed consent to the processing of their personal data, the transfer of their personal data outside of the EEA where it is necessary for the processing and administration of the mortgage agreement with the Lender and for the purpose of the Lender running its business and the collection and use of their special category personal data for the purposes set out in the Lender's Privacy Notice.
- The applicant(s), and where the applicant is a company, the director(s) and the Guarantor(s), are fully aware that I am entitled to a fee from the Lender in the course of providing my services in relation to this application and the amount of such fee has been or will be disclosed to the applicant(s) prior to such application being submitted.
- I have explained to the Applicant, and where the applicant is a company, the director(s) and the Guarantor(s), and they understand and accept that:
 - This mortgage will not be regulated by the Financial Conduct Authority.
 - They will not have the benefit of the protection and remedies that would be available to the Applicant under the Financial Services and Markets Act 2000 ("FSMA"), if the mortgage was a regulated mortgage contract under FSMA or the Mortgage Credit Directive Order 2015.
 - If they are in any doubt as to the consequences of this mortgage not being regulated by the Financial Conduct Authority (including but not limited to, under FSMA or the Mortgage Credit Directive 2015) that they should seek independent legal advice.
 - The Lender has not given them any advice in relation to the mortgage.
 - Where the loan is to be made to jointly, they will be jointly and separately liable to the Lender for the full amount outstanding under the mortgage.
 - Any application fee is payable on submission of the Application and is non-refundable.
 - Any valuation fee may be committed prior to obtaining full and satisfactory references.
 - Any valuation fee is payable on submission of the Application and will not be refundable once expended (whether or not any offer of mortgage is made) and that a copy of the valuation report will be provided, but no warranty, representation or assurance is given by the Lender that the statements, conclusions or comments expressed or implied in the valuation report are accurate or reliable, and that neither the Lender nor any valuer appointed by the Lender has any responsibility to them or any other person as to the value, state or condition of the property.
 - The valuation report prepared for the Lender is not a building survey and may not reveal serious defects in the property and it is their responsibility to satisfy themselves as to the structural soundness and condition of the property and its value for reinstatement purposes and it is in their best interests to obtain a full building survey report of the property prior to entering into any commitment to purchase the property.
 - The Lender may, at any time before any mortgage offered to them is completed, withdraw, revise or cancel its offer without stating a reason.
 - The rate of interest and monthly repayment for any mortgage granted may be varied from time to time.
 - Any person (other than an employee of the Lender) with whom they deal in connection with the mortgage applied for is not empowered to make any representation or give any undertaking on behalf of the Lender and therefore the Lender will not be bound or be liable for any such representations or undertaking.
 - That the property may be repossessed or a receiver of rent appointed if they do not keep up repayments on the mortgage offered.
 - The Intermediary is entitled to a fee from the Lender in the course of providing the services.
 - The Lender shall, following completion of the mortgage, transfer the mortgage to Capital Home Loans Limited.
 - Following completion of the mortgage, the mortgage will be serviced by Capital Home Loans Limited which includes responsibility for setting interest rates, tariffs and charges in accordance with the terms of the mortgage.
 - Following completion of the mortgage, each monthly payment and payments of any other fees, arrears and other amounts due and payable under the mortgage will be collected by Capital Home Loans Limited.
- If at any time during the Application process or thereafter I reasonably believe or suspect that any of the statements above are not true or accurate I shall immediately inform the Lender.

By submitting this Application I confirm I understand the terms above and have taken reasonable steps to ensure the Application meets the Lenders current lending criteria and, where advice has been provided, the product selected is suitable and affordable for the Applicant.

When introducing Applicants to us you must submit an Application through the portal.

To submit an Application, you must follow the application procedure set out under the “**Your Application**” section below.

If you do not agree to these Terms, you must not use the Lender’s site or submit an Application to the Lender.

The Terms and the documents referred to in the Terms constitute an agreement (the “**Agreement**”) with you in relation to the Application.

We recommend that you print a copy of these Terms for future reference.

Your Application

Prior to submission you must have taken reasonable steps to ensure the Application meets the Lender’s current lending criteria. Documents should be certified by either a FCA regulated intermediary or a Solicitor, and must:

- be certified as ‘original seen’ (for ID that contains a photograph of the holder where the medium used to interact with the applicant(s) has been on a ‘Face to Face’ basis, both the front and back of the copy must also be certified as a ‘True Likeness to the applicant’).
- contain the printed name of the certifier.
- be signed and dated by the certifier.
- state the certifiers position within the company.
- include the company name and address (or a company stamp).

For the avoidance of doubt, your obligations under this section are ongoing and the scope thereof shall not be limited to your review and consideration of the Application and associated documentation.

There are other terms that may apply to you

These Terms refer to the following additional terms, which also apply to your use of the Lender’s site and submission of an Application, and which you agree to be bound by:

- the Lender’s Privacy Policy.
- the Lender’s Cookie Policy, which sets out information about the cookies on the site;
- the Lender’s Introducer Registration Terms and any references to “you”/”your” in such terms shall be construed as a reference to you).

Changes to these Terms

The Lender may amend these Terms from time to time. Every time you wish to use the Lender’s site, please check these Terms to ensure you understand the terms that apply at that time. Your continued submission of Applications and the continued provisions of the services will be taken as acceptance of the revised Terms.

Which country’s laws apply to any disputes?

These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Miscellaneous

If, at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable in any relevant jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other relevant jurisdiction shall be affected or impaired.

Notwithstanding anything else contained in these Terms, neither party shall be liable for any failure, interruption or delay in performing its obligations under these Terms, in whole or in part, if such delay or failure is caused by an act of force majeure affecting that party.

A party affected by a force majeure event shall make all reasonable efforts to minimise the effect of it and shall promptly resume performance as soon as possible after the removal of the circumstances of force majeure.

These Terms shall not be enforceable under or by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party or a successor, transferee or assignee of a party.

You may not assign, sub-contract, sub-delegate or transfer all or any part of your rights or obligations under these Terms. The Lender may transfer its rights and obligations under these terms to another organisation without your consent. We will always tell you in writing if this happens.

Except to the extent of any misrepresentation or breach of warranty which constitutes fraud, these Terms contain the entire agreement and understanding of the parties. You acknowledge that by accepting these terms, you have not relied on any representation, warranty, collateral contract or other assurance made by or on behalf of any other party and waives all rights and remedies which might otherwise be available to you in respect of any such representation, warranty, collateral contract or otherwise but for this clause.