

THESE TERMS AND CONDITIONS ARE ISSUED BY FOUNDATION

AGREED PORTAL TERMS AND CONDITIONS

Please ensure that you have read and understood these terms and conditions before using this Portal. This Portal is intended solely for use by intermediaries and is not for general use. This Portal is offered to you as an intermediary, on condition of your acceptance without changes, of the terms, conditions and notices contained in this Agreement. Each time you use this Portal your use of this Portal constitutes your agreement and renewed agreement to all such terms, conditions and notices. You should not use this Portal if you do not wish to be bound by these terms and conditions.

1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall, except where the content otherwise requires, have the following meanings:

"Applicant"	each person named as an applicant in the Application Form who wishes to apply to Foundation for a Mortgage Loan
"Application"	An application or applications to Foundation by the Applicant for a Mortgage Loan(s)
"Application Form"	the generic Foundation online application form (updated from time to time) for a Mortgage Loan which you may use on behalf of an Applicant(s) to apply to Foundation for a Mortgage Loan either on-line through the Portal or in hard copy format, to be sent to Foundation

"Business Partner Manager"	An individual who has been granted written authority by Foundation to reallocate your Applications and workload in the event of your departure from the Firm or prolonged absence or illness
"Firm"	a firm, company or individual who has registered with Foundation, who carries on business as a mortgage brokerage, packager, financial adviser or other intermediary (including non-customer facing intermediaries), and who is, authorised and regulated by the FCA, and is authorised by Foundation to have access to the Information and use of the Portal services.
"FCA"	Financial Conduct Authority
"FSMA"	The Financial Services and Markets Act 2000 (as amended)
"Data Protection Legislation"	All legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK);
"Information"	The information and data provided by Foundation about its various regulated and unregulated mortgage products on the Portal

"Intellectual Property Rights"	All design rights, database rights, trademarks and names, brands, trading styles, copyrights of all descriptions and rights of whatever name called affording equivalent or similar protection (both in the UK or elsewhere throughout the World) and any other intellectual property rights recognised by the laws of any applicable jurisdiction owned by Foundation
"Mortgage Loan"	A loan applied for by the Applicant which if granted will on completion be secured by a first legal charge on residential property in England or Wales.
"Portal"	Foundation Portal at https://portal.foundationforintermediaries.co.uk/ (or such web-site address (URL) as Foundation may specify from time to time) operated or developed by Foundation for the purposes of displaying, using and processing of Information and Applications
"Portal Services"	the services available via our Portal including on-line application services where Foundation are able to give a provisional on-line decision to proceed with an Application
"Regulatory Authorities"	Any regulatory authority which has responsibility for regulating Foundation, Firm or You and/or any of their/your services or products.
"Relevant Permissions"	All consents, permissions, authorisations or licences required by You for the purpose of conducting Your business and submitting Applications to Foundation in accordance with these Terms and Conditions

"You"	you, a broker, an employee, associate, member or, appointed representative, of a Firm authorised by the Firm to have access to the Information and use of our Portal services

1.2 References to statutory provisions shall be constructed as references to those provisions as amended, consolidated, extended or re-enacted from time to time.

1.3 Foundation and Foundation Lending are trading styles of Paratus AMC Limited ("Foundation") a company registered in England and Wales under company number 3489004 and whose registered office is at 3 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA.

2. Registration

2.1 Your use of our Portal and Portal Services is subject to your or your Firms (as applicable) registration with Foundation and, where required, your Firms authority to allow you access and to use our Portal services.

2.2 On registration, you must provide Foundation with accurate and complete registration information and it is your responsibility to inform Foundation promptly of any changes to that information in particular any changes to your e-mail address. In addition, you must notify us immediately should you leave your Firm or suffer from any kind of long term absence.

2.3 Each registration is personal to you and for a single user only. On registration, you will choose a user name and password and will not divulge this to any third party or share their name or password with any other person or entity or allow them to access the Portal using this information unless in accordance with clause 3.2 below

2.4 Upon registration you agree not to use our Portal to send, use or re-use any material which is unlawful, threatening, abusive, libellous or indecent or which infringes copyright or other rights of third parties or which contains any form of illegal content.

2.5 You agree and accept that your Business Partner Manager may access and/or reallocate your Application cases in your absence, provided the Business Partner Manager has Foundation's written authority to do so.

3. Your Obligations

3.1 You confirm and represent that you are acting as an agent on behalf of the Applicant and have full authority to act on their behalf.

3.2 You acknowledge that you are responsible for all use of our Portal and Portal Services by you and for preventing unauthorised use of your ID. You should not give access to your ID to other people, unless otherwise approved by Foundation. If you believe that there has been any theft or unauthorised disclosure or use of the ID, you must inform Foundation Mortgage Desk immediately.

3.3 You agree to use our Portal in compliance with all applicable laws. This Portal and our Portal services are designed solely for use by those operating within the United Kingdom and Foundation reserves the right to decline to receive Applications from both Applicant(s) resident or Firms located outside the UK jurisdiction.

3.4 You hold all Relevant Permissions to conduct regulated mortgage activity. If you do not you agree that you will not attempt to access the Portal without Foundation's written permission and may be denied access to certain sections of this Portal.

3.5 Foundation own or have permission to use all copyright, database rights and all similar rights in this Portal and our Portal Services and the information contained in it. Foundation act as the Data Controller of the information in the Portal.

3.6 You may use the information and reproduce it in hard copy for personal reference only, for regulatory requirements and if required by legislation. The information may not otherwise be reproduced, distributed or transmitted to any other person or incorporated in any way into other material without the prior written permission of Foundation. Any copy of these materials which you make must retain all copyright and other proprietary notices shown on the initial download or print-out.

3.7 Our Portal may contain product and company names which may be the trademarks or registered trademarks of their respective owners and these should not be reproduced or copied without the owner's permission.

3.8 Foundation may collect, hold, control, use and transmit personal data obtained from and about the Applicant(s) in the course of your accessing our Portal to fulfil the contract we have with the applicant and you or when it is our legal duty to do so.

3.9 We will obtain the Applicants or your consent before we market them or you unless you are in a network (the agreement to market is contained in the contract with your Network). This consent can be withdrawn at any time by the applicant or you.

3.10 You acknowledge that any person (other than an employee of Foundation) with whom you deal in connection with the Mortgage applied for (or any related insurance or pensions) is not empowered to make any representation or give any undertaking on behalf of Foundation, whether in relation to the Mortgage applied for, any related insurance or pension or otherwise and therefore Foundation shall not be bound by or be liable for any such representations or undertaking.

3.11 You have made the Applicant(s) aware of any potential arrangement fees, and/or early repayment charge(s) that may be payable on redeeming all or part of the Mortgage.

3.12 You have made the Applicant(s) aware that part of the Application fee paid at the outset covers the cost of initial assessment of the Application whether completed on-line or in hard copy format, and that, in the event that the Application is declined or does not proceed, this fee is non-refundable. If the Application does not proceed before the Valuer has been instructed, the valuation fee may be refunded. When a Valuer has been instructed the valuation fee is non-refundable.

3.13 You have made the Applicant(s) aware that a decision to proceed with an Application may be given on-line but is subject to further assessment and in any event will not be confirmed as a live application until Foundation has received the application fee.

3.14 You have full power and authority to enter into and perform this Agreement.

3.15 You will take all steps as are necessary to ensure that all files uploaded to the Portal have been virus checked and that no viruses are introduced to our Portal.

3.16 You have made the Applicant(s) aware that part of the information concerning the Applicant(s) may now or in the future be passed to other companies which are outside the UK. If this happens, we will make sure that it is protected in the same way as if it was being used in the UK.

3.17 You have made the Applicant(s) aware that their information will be sent or received electronically on-line via the Portal and by electronic mail. You have made the Applicant(s) aware that such methods of sending/receiving information has the potential for reduced levels of security, especially mails which are unencrypted, and confirm that they are prepared to accept this risk.

3.18 You will comply with all applicable statutes, regulations or orders, and without limitation the Data Protection Legislation.

3.19 By use of this service you warrant that Foundation are authorised to verify the identity of the Applicant(s) in accordance with relevant UK statutes as amended from time to time. Foundation reserves the right to decline to process any Applications received until such verification has been obtained.

3.20 You acknowledge that you are responsible for your own business activities in the marketing of Foundation's range of mortgage products to Applicant(s) and any advice you give to Applicant(s) on the suitability of Foundation's mortgage products for their needs and for the handling and settlement of all complaints from such Applicant(s) relating to any such activities.

3.21 In respect of all Applications which you submit to Foundation whether on-line or in hard copy format, you warrant and agree that:

- 3.21.1 Where you have personally completed the on-line Application Form and proceeded with the Application either on-line or in hard copy format, that the Applicant(s), have read and checked every answer given on the Application Form.

- 3.21.2 Foundation or its agents are authorised to make enquiries of persons including employers, landlords, accountants, bankers, previous lender(s) Land Registry and/or HM Revenue and Customs as considered necessary in connection with the Application whether completed on-line or in hard copy format to confirm the truth and accuracy of information provided and for credit reference. Any costs incurred in doing so will be the Applicant(s) responsibility.
- 3.21.3 As part of the Applicant(s) Application information provided by you concerning the Applicant(s) may be passed to credit reference agencies and to fraud prevention agencies to protect Foundation from theft and fraud. Information may also be passed to financial and other organisations involved in fraud prevention including law enforcement agencies, to protect itself from theft and fraud. If false or inaccurate information is given and we suspect fraud we will record this.
- 3.21.4 By submission of an Application you warrant that Foundation is authorised by the Applicant(s) to check the Applicant(s) credit and employment history with credit reference agencies who will record this check and who will place a search footprint on the Applicant(s) credit file that may be seen by other lenders, to answer questions regarding their credit history, and provide that information to credit reference agencies and to return their decision to you and retain it on file.
- 3.21.5 Foundation or its agents, are authorised to disclose any information provided on or in connection with the Application whether completed on-line or in hard copy format and whether provided directly by the Applicant, or on his behalf or by a third party to a collective mortgage data checking system so that it can be made available to other financial institutions in the interest of fraud prevention.
- 3.21.6 Foundation or its agents, are authorised to make such enquiries as it considers necessary to credit reference agencies or elsewhere and to use appropriate statistical techniques including credit scoring as it considers necessary when assessing the mortgage application whether completed on-line or in hard copy format.
- 3.21.7 You acknowledge and confirm that you have informed the Applicant that a credit record of the enquiry may be created against the Applicant(s) file by the agencies concerned, whether or not the loan is granted. This information may be searched for assessment and/or for debt collection purposes as to how the Applicant(s) have performed in meeting their obligations under the Mortgage. If the Mortgage is granted, Foundation may hold in its computer records, or pass on to such an agency, information relating to the conduct of the account in accordance with the data protection registration held by Foundation.
- 3.21.8 You have informed the Applicant(s) that where they borrow from Foundation, we will give details of their accounts and how they manage it/them to credit reference agencies. This information may be used if decisions are made about the Applicant(s) or others at their address(es) on credit or credit-related services or motor, household, credit, life or any other insurance proposals and insurance claims. It may also be used to manage their accounts and insurance policies and for statistical analysis, claims assessment and checking details of job applications and employees.
- 3.21.9 If the Applicant(s) borrow and do not repay in full and on time, Credit reference agencies will record the outstanding debt and we will trace the Applicant(s) whereabouts and recover debts. This information may be supplied to other organisations by Credit reference agencies and Fraud Prevention Agencies to perform similar checks and to trace the Applicant(s) whereabouts and recover debts that they owe. Records remain on file for 6 years after they are closed, whether settled by the Applicant(s) or defaulted.
- 3.21.10 You have informed the Applicant(s) that the information given in the Application Form, whether completed online or in hard copy format, forms the basis of a proposal to an insurance company for buildings insurance and that any information required by the insurance company may be given by Foundation, if the Applicant does not have Buildings cover in place.
- 3.21.11 You will ensure that You will obtain evidence of and verify the identity of each Applicant and/or any third party involved with or connected to any Application and record this information pursuant to the provisions of the procedures maintained by you to satisfy the Money Laundering Regulations 2007

the Proceeds of Crime Act 2002 (or any replacement legislation) and the Joint Money Laundering Steering Group Guidance Notes for the UK Financial Sector 2007 and any additional requirements we may advise to You from time to time.

- 3.21.12 You will inspect either virtually or physically the originals of all identification documents for each Applicant and /or third party which support an Application and ensure each document which requires a signature bears a signature and documents bearing a photograph of the Applicant bear a good and true likeness to the Applicant. In uploading copies of these documents to the Portal in support of an Application you warrant that you have inspected the documents either virtually or physically as required and certify the origin and validity of these documents.
- 3.21.13 You will inspect either virtually or physically the originals of all other documents which are required to be provided to support an Application and validate their veracity. In uploading copies of these documents to the Portal you warrant that you have inspected the originals of these documents either virtually or physically and certify their origin and validity.
- 3.21.14 You attest and confirm that you have in place valid professional indemnity insurance (PI) at all times and that you will maintain the levels of PI cover required by the FCA (where authorised by the FCA or an Appointed Representative). You must inform us promptly if you no longer hold valid PI or comply with this obligation.
- 3.21.15 You attest and confirm that you have in place valid professional indemnity insurance (PI) at all times and that you will maintain the levels of PI cover required by the National Association of Commercial Finance Brokers (NACFB) in accordance with your NACFB membership requirements. You must inform us promptly if you no longer hold valid PI or comply with this obligation.

4. Foundation Obligations

4.1 Foundation will use its reasonable efforts to ensure that the information we provide on our Portal is accurate, complete and up to date in all material respects.

4.2 You will hold appropriate regulatory permissions for applications that fall in scope of the FCA regulatory perimeter. Where applicable Foundation will decline any Applications from parties who attempt to carry on activities but are not authorised by the FCA. You agree that Foundation may advise the FCA of any material information of which the FCA might reasonably expect to be advised in relation to Application(s) received through the Portal and / or using the Portal Services. You agree that you will provide all such assistance and information as Foundation may require.

4.3 Foundation will conduct an initial assessment of the Application whether completed on-line or in hard-copy format to include a credit search and credit score before the Application will be confirmed as a live application. Foundation have an Application fee scale which covers processing, valuation and if applicable a booking fee for the mortgage product, and these will be debited from the Applicant(s) account or credit card as appropriate.

4.4 Foundation will keep you up to date on the progress of the Application from time to time as appropriate. Once Foundation is satisfied all requirements of the Application have been fulfilled, the mortgage offer will be sent to the Applicant(s) and their appointed solicitor by post.

4.5 Foundation will ensure that the use and appearance of the information and content of our Portal will comply with all applicable statutes, regulations or orders, without limitation including the Data Protection Legislation, all relevant guidelines and guidance notes issued from time to time by the Information Commissioners Office and the Consumer Rights Act 2015, and comply with all applicable laws, regulations, orders of practice and statements of principle.

5. Links to Third Party Portals

Where Foundation provides hypertext links to other sites or contacts on the Internet, Foundation does so for information purposes only and such links are not necessarily an approval or endorsement by Foundation of any products or services in such Portals. Your use of these links is entirely at your own risk.

6. Data Protection & Regulatory Environment

6.1 By supplying the Applicant(s) personal data to Foundation you confirm and guarantee that Foundation has the Applicant(s) consent for the purposes of the Data Protection Legislation to use of data for the Application process in accordance with the Foundation Privacy Notice, including credit scoring and other ancillary processing related to credit scoring. The Privacy Notice can be found [here](#).

6.2 If for any reason the performance of your obligations under this Agreement requires or necessitates you to process personal data on our behalf, you agree in respect of that processing to comply with the Data Protection Legislation and to observe all its requirements to process Foundation data on behalf of Foundation, including any sensitive data, solely for the purposes of this Agreement and not otherwise, and to allow Foundation access at reasonable times to inspect and audit the systems and procedures you have in place to comply with the Data Protection Legislation.

6.3 The information that you provide to Foundation will only be used by Foundation in accordance with its Legal Statement and the Data Protection legislation and you acknowledge that you have read the Foundation Legal Statement. The Legal Statement can be found [here](#).

6.4 You, and where applicable, your Firm, has obtained all such consents as are necessary for the performance or fulfilment of your obligations concerning disclosure of personal data or other legal or regulatory obligations under this Agreement.

6.5 Where Foundation considers that your Firms business activities are in breach of your Firms regulated status Foundation will immediately terminate this Agreement without notice and will advise the FCA of such breach or suspected breach.

6.6 The personal data will be deleted in line with our records retention policy with most records being destroyed 6 years after the last contact. There is some data that have shorter retention requirements and there are some records that we cannot delete for regulatory, legal or technical reasons.

7. Intellectual Property Rights

7.1 Foundation agrees to grant to you subject to the terms and conditions set out in this Agreement a non-exclusive, non-assignable royalty-free licence to use our Portal and Intellectual Property Rights limited to the extent necessary to carry out the terms of this Agreement.

7.2 You acknowledge Foundation's Intellectual Property Rights and you shall not knowingly do or allow or suffer to be done any act or thing to prejudice these Intellectual Property Rights.

7.3 You acknowledge that all goodwill acquired by use of Foundation's Intellectual Property Rights shall be to the benefit of Foundation.

7.4 You agree to inform us promptly of all violations regarding the use of Foundation's Intellectual Property Rights that come to your attention and to give reasonable assistance in preventing any infringement of the Intellectual Property Rights.

7.5 The licence to use our Portal and Intellectual Property Rights granted under this Agreement shall terminate with this Agreement, however the termination occurs.

8. Indemnities and Notifications

8.1 You will fully compensate Foundation for any breach of this Agreement and all losses, damages, costs, legal costs, and expenses incurred or suffered by Foundation for any claims, disputes or actions brought by a third party arising out of or in connection with this Agreement.

8.2 The information on our Portal is not intended to be advice, whether financial, investment or otherwise. In no event shall Foundation be responsible for any loss or damage of whatever kind arising out of access to or use of or reliance on or non-reliance on any information posted on our Portal or any hypertext link to any Portal or any information contained on or accessed through such Portal. Foundation accept no liability to You or any Applicant arising for any errors or omissions on the Portal

8.3 Use of this Portal is at your own and the Applicant's risk. Foundation and/or its suppliers are not liable in respect of any obligations under this Agreement for loss of use, profit, goodwill, or for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with your use of our Portal or with any delay or inability to use our Portal, or for any information, software, products and services obtained through our Portal, or otherwise arising out of the use of this Portal, whether resulting in whole or in part, from breach of contract, tortious behaviour, negligence, strict liability or otherwise, even if Foundation and/or its suppliers had been advised of the possibility of damages.

8.4 Nothing in this Agreement, excludes or restricts any liability for death and personal injury caused by the negligence of such party or any of its employees nor for fraudulent misrepresentation nor for any matter in respect of which the exclusion of liability is prohibited by law. Foundation will not exclude, limit or restrict our duties to You under FSMA.

8.5 Each party shall immediately notify the other party should it become aware of any breach on its part of the applicable regulations, or becomes the subject of any disciplinary or enforcement action by a Regulatory Authority.

9. Disclaimers and Limitations

9.1 Foundation aims to ensure that the information contained in these terms and conditions and the Portal continues to be accurate and reliable; however, errors sometimes occur. In addition, changes and improvements to any part of our Portal or to these terms and conditions may be made by Foundation in our discretion at any time.

9.2 This Portal and the information, software, products and services associated with it are provided "as is", "with all faults", and on an "as available" basis and Foundation and/or its suppliers or participating lenders disclaim any warranty of any kind, whether express or implied, as to any matter whatsoever relating to this Portal and any information, software, products and services provided herein, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

10. Errors and Delays

Foundation is not responsible for any errors or delays in responding to an Application whether completed on-line or in hard copy format caused by a system failure, maintenance or repair, an incorrect e-mail address provided by you or any other reasons beyond Foundation's reasonable control.

11. Complaints

11.1 You should advise the Applicant that in the event that the Applicant(s) has a complaint against Foundation, this will be dealt with in accordance with the complaints procedures that Foundation has set up for mortgage business. The complaint should be addressed to the Complaints Manager at Foundation.

11.2 Foundation is authorised by the FCA and belong to the Financial Ombudsman Service (FOS) for resolving certain complaints. If the Applicant(s) feels the matter remains unresolved after going through Foundation's internal complaints procedure, the Applicant(s) can contact the FOS at:

The Financial Ombudsman Service (FOS), Exchange Tower, London E14 9SR, Tel: helpline 0800 023 4567 Website: www.financial-ombudsman.org.uk

12. Confidentiality

12.1 Each party agrees that during the term of this Agreement and after termination, it shall not without the prior written consent of the other party disclose to any third party the terms of this Agreement and/or all and any information of a confidential nature (including but not limited to details and information provided by the Applicant(s), trade secrets, financial information and/ or other material and information of a commercial value) which may become known to one party from the other, unless this information is public knowledge or becomes public knowledge other than by breach of this Agreement, or is disclosed by a third party with a right to disclose such information or is required to be disclosed by law, by order of a court of competent jurisdiction or at the request of any competent governmental or Regulatory Authorities.

12.2 To the extent necessary to implement the provisions of this Agreement each party may disclose such confidential information to such of its employees or professional advisers as may be reasonably necessary provided that before any such disclosure each party shall make such employees or advisers aware of its obligations of confidentiality under this Agreement and shall at all times procure or require compliance by such employees or advisers.

13. Termination

13.1 Foundation reserves the right to suspend or terminate your access and use of our Portal at any time. It may exercise this right with or without notice in accordance with Clause 13.2. If applicable, notice will be given to your e-mail address as notified to Foundation. In that event, notice will be deemed to be served three hours after transmission.

13.2 Foundation may terminate this Agreement immediately without notice by withdrawal of your access to our Portal services if:

- 13.2.1 you are not authorised by your Firm, or you have your authorisation suspended, or withdrawn by your Firm, or if you or your Firm are subject to any direction, prohibition, investigation or other action taken by any Regulatory Authority which prevents you or your Firm from carrying on business under this Agreement; or
- 13.2.2 where applicable you or your Firm are not authorised by the FCA;
- 13.2.3 you or your Firm fails to comply with FCA rules or are de-authorised;
- 13.2.4 you or your Firm are unable to carry on business due to an insolvency event, bankruptcy or are unable to pay debts as they fall due;
- 13.2.5 you are in breach of any of your obligations under this Agreement.

13.3 The right to terminate this Agreement shall be without prejudice to any other right or remedy of either party under this Agreement.

13.4 You may terminate the use of the Portal by writing to Foundation confirming from when access will no longer be required.

14. Notices

Any notices or other information required to be given by either party to the other may be given by hand, sent (by registered post) or fax transmission to the other party at the address specified by either party from time to time, or via the contact e-mail address provided by either party and each party accepts notice by e-mail shall be effective notice for the purposes of this Agreement.

15. Assignment

Foundation may assign or sub-contract the terms of this Agreement which shall be binding upon the respective successors and assigns of Foundation. You may not assign, transfer, subcontract or otherwise dispose in whole or in part of any of your rights and obligations under these Terms and Conditions.

16. Third Party Rights

Any third party who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or which is available apart from the Act.

17. No Agency or Partnership

It is hereby acknowledged and agreed by the parties that nothing in this agreement will be constituted as giving rise to any relationship of agency or partnership between us, and that in fulfilling our obligations hereunder, we will each be acting entirely on its own account.

18. Entire Agreement

This Agreement constitutes the entire Agreement between us as to use of our Portal. No change, alteration or modification to this Agreement shall be valid unless in writing and signed by both parties.

19. Governing Law

The Agreement shall be interpreted in accordance with English law and we both agree to submit to the exclusive jurisdiction of the English Courts.

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Berkshire RG12 1WA.

Registered in England with Company No. 03489004. Paratus AMC Limited is authorised and regulated by the Financial Conduct Authority.

Our registration number is 301128.

[Legal statement](#) [Terms and Conditions](#)