

# Terms of Business



# Terms of Business

## Important information

**ACCESS TO THE PORTAL, AND SUBMISSION OF MORTGAGE APPLICATIONS TO US, BY INTERMEDIARIES ARE SUBJECT TO THESE TERMS.**

**Intermediaries must read the current version of these terms, as revised from time to time, and ensure that they understand them, on each occasion before proceeding.**

**Material posted on the Portal does not constitute investment, financial or professional advice: it is information intended to be used only by mortgage intermediaries.**

## 1 Definitions and Interpretation

1.1 In these Terms (including the recitals), the following expressions shall, except where the context requires otherwise, have the meanings set out below:

"**Applicable Regulations**" means all relevant laws and regulations, enactments, regulatory rules, guidance and policies (including the FCA Handbook), and conditions attached to regulatory permissions and authorisations which are in force from time to time (as may be consolidated, modified, reenacted or replaced).

"**Applicant**" means a person or persons applying for any Mortgage Product.

"**Applicant Declaration Form**" means the Bluestone form containing important declarations to be made by the Applicant pursuant to paragraph 4.1.3 below.

"**Appointed Representative**" means a person who has been appointed to act as the representative of an Authorised Person in accordance with section 39 of FSMA, and where relevant, "Appointed Representative" shall include individuals acting on behalf of the Appointed Representative.

"**Authorised Person**" means a person authorised as defined in section 31 of FSMA, and who holds all authorisations and permissions necessary under FSMA (including, where applicable, any rules or regulations made under it) in order to conduct its business.

"**Bluestone**", "**We**", "**Us**" means Bluestone Mortgages Limited, a limited company incorporated in England and Wales with company number 02305213 whose registered office is at 3rd Floor, 22 Chancery Lane, London, WC2A 1LS.

"**Consumer Duty**" means the duty to deliver good outcomes for retail customers as set out in Principle 12 of PRIN 2.1, and related rules and guidance, including the rules and guidance set out in PRIN 2A.

"**Consumer Duty Schedule**" means the schedule to these Terms, which sets out the roles and responsibilities relevant to the relationship between a manufacturer and a distributor in relation to the Consumer Duty.

"**Controller**" has the same meaning as in the Data Protection Laws.

"**DPA**" means the Data Protection Act 2018.

"**Data Protection Laws**" means the DPA, the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other laws (including decisions) and guidance by relevant supervisory authorities relating to the protection and processing of personal data and the privacy of individuals.

"**Data Subject**" has the same meaning as in the Data Protection Laws.

"**Decision in Principle**" means the automated and preliminary decision issued by Bluestone and confirming that based on the information received by Bluestone it is prepared to lend money to the Applicant, subject to further satisfactory underwriting checks of the Mortgage Application and to the relevant Bluestone Mortgage Product offer being accepted by the Applicant.

"**FCA**" means the Financial Conduct Authority and any successor regulatory authority.

"**FCA Handbook**" means the rules and guidance made by the FCA for the time being in force.

"**FSMA**" means the Financial Services and Markets Act 2000.

"**GDPR**" means the General Data Protection Regulation (EU) 2016/679 as transposed into UK law pursuant to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

"**Group**" means in relation to a party, any subsidiary companies or undertakings of that party, any holding companies of that party and any subsidiary companies or undertakings of such holding companies as defined in the Companies Act 2006.

"**MCOB**" means the Mortgage and Home Finance Conduct of Business Sourcebook in the FCA Handbook.

"**Mortgage Application**" means any application for a Mortgage Product that You send or submit to Us on behalf of an Applicant.

"**Mortgage Products**" means mortgage products offered by Bluestone from time to time, comprising regulated mortgage contracts (as defined in article 61(3) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001) and buy to let mortgages.

"**Payments**" means any commission, charges or fees that We owe to You.

"**Permissions**" means all consents, permissions, authorisations, registrations or licences that You require to conduct Your business, and specifically, those that You require to be able to submit a Mortgage Application to Us under these Terms.

"**Personal Data**" means "**personal data**" (as defined in the Data Protection Laws) that are Processed under this agreement.

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

"**Portal**" means the Bluestone web portal at the following address <https://bluesky.bluestone.co.uk/>, that You are to use to submit Mortgage Applications.

"**PRA**" means the Prudential Regulation Authority and any successor regulatory body.

"**PRIN**" means the Principles for Business Sourcebook of the FCA Handbook.

"**Processing**" has the same meaning as in the Data Protection Laws and "**Process**" and "**Processed**" shall be construed accordingly.

"**Processor**" has the same meaning as in the Data Protection Laws.

"**Regulatory Authority**" means: any person, whether autonomous or not, which has legal and/or regulatory authority, and/or enforcement powers in the UK from time to time, and shall include, amongst others, the FCA, the Financial Ombudsman Service, HM Revenue & Customs, the Information Commissioner, the PRA and the Serious Fraud Office; and any court of law or tribunal in the UK.

"**Relevant Adviser**" means the individual working for or on behalf of an Authorised Person or Appointed Representative, who provides information, advice and assistance to an Applicant in relation to a Mortgage Application, and/or submits a Mortgage Application on behalf of the Applicant.

"**Terms**" means the agreement between You and Us as constituted by these terms, together with any declarations, statements and terms contained on the Portal, as may be lawfully amended, supplemented, modified or novated from time to time, and which collectively set out the terms and conditions under which You submit and We accept Mortgage Applications.

"**You**" and "**Your**" means any person (which shall include, without limitation, a sole principal, partnership, limited liability partnership or company) who submits a Mortgage Application to Us under these Terms either in the capacity of an Authorised Person or an Appointed Representative, and shall include a Relevant Adviser where the context allows.

- 1.2 References within these Terms to any statute or provision thereof, regulation, enactment, guidance or policy shall be taken to include any amendment, modification, reenactment or replacement of the same for the time being in force.

## 2 Our Relationship with You

- 2.1 These Terms are independent of and do not amend, supplement or otherwise affect, nor are they or shall they be amended, supplemented or otherwise affected by any other agreement or contract as may exist from time to time between You and Us in the course of business, unless otherwise expressly agreed in writing between You and Us. The same shall apply to any agreement or contract as may exist from time to time between You and any other team or division within Bluestone, or any other company within its Group.
- 2.2 We will accept Mortgage Applications submitted by You only if You hold appropriate FCA authorisation and all necessary Permissions, or are an Authorised Representative.
- 2.3 We reserve the right to decline any or all Mortgage Applications from You at Our sole discretion, and if We choose to do so, We will not be under any obligation to provide You with a reason.
- 2.4 You accept that We may make searches and checks in respect of You and Your owners/principals as and when We deem fit, including searches and checks on credit worthiness.

- 2.5 You remain solely responsible for Your actions and any advice which You provide to an Applicant.
- 2.6 You understand and acknowledge that We may come under an obligation to report or provide information to the FCA or other Regulatory Authority on the basis on which mortgage business is carried out between You and the Applicant. You further acknowledge and accept that We will treat such mortgage business as being conducted on an 'advised' basis.
- 2.7 Our Mortgage Products are only available to persons resident in the United Kingdom. Any offer of a Mortgage Product is subject to availability and We reserve the right to withdraw or vary a Mortgage Product at any time without prior notice.
- 2.8 You are not Our agent, and You must not represent or hold Yourself out to be acting as such. There is no joint venture or partnership relationship between You and Us and nothing in these Terms shall be read as indicating or giving rise to any such relationship.
- 2.9 For the purposes of the Consumer Duty, where applicable:

2.9.1 in relation to the Consumer Duty Schedule, You and We acknowledge and agree that We are a manufacturer of the Mortgage Products and You are a distributor of the Mortgage Products; and

2.9.2 You acknowledge and agree that We are not responsible for Your compliance with the Consumer Duty.

### **3 Warranties and Representations**

3.1 You hereby warrant and represent that:

3.1.1 You are acting in the capacity of agent of each Applicant, and have all requisite authority to do so;

3.1.2 You hold all Permissions or are an Appointed Representative acting within the scope of your appointment; and

3.1.3 (without limiting your obligations under paragraphs 3.1.1 and 3.1.2 above) You have disclosed to each Applicant the amount and nature of all Payments You stand to receive from Us in respect of their Mortgage Application, and the Applicant has given You their informed consent in relation to Your receipt of such Payments.

### **4 Your Mortgage Application Obligations**

4.1 You will comply, and will ensure compliance by Your Relevant Advisers, with all our requirements while preparing and completing a Mortgage Application, and in addition, will:

4.1.1 Mortgage inform the Applicant of all declarations and statements You may make on their behalf, explaining the meaning thereof;

- 4.1.2 explain key information contained in the Mortgage Application which is relevant to the Applicant;
- 4.1.3 provide each Applicant with an Applicant Declaration Form to be filled in and signed by each Applicant prior to collection of any information in relation to a Mortgage Application, which You will send to Us together with the information to be provided in order for the Applicant to obtain our Decision in Principle;
- 4.1.4 explain to the Applicant that information they have provided or will provide may be disclosed and the persons to whom it may be disclosed;
- 4.1.5 explain that We may undertake credit scoring and credit checks on the Applicant in order to process a Mortgage Application, and the effects that this may have, including any information in relation to data protection or Data Protection Legislation contained on any document or page of the Portal (including the application form and the Applicant's declaration); ensure that the Relevant Adviser obtains the Applicant's consent to such uses of information provided, credit scoring and credit checks, in accordance with Our detailed requirements notified to You from time to time and all Applicable Regulations;
- 4.1.6 ensure that all details of all Applicants are kept up to date;
- 4.1.7 act with honesty, integrity and in a professional manner at all times, using all due skill and care in acting as agent of each Applicant, including, amongst other matters, ensuring the suitability of the mortgage for the Applicant where You advise on it;
- 4.1.8 ensure Your Relevant Advisers have received suitable training, and conduct ongoing checks, as appropriate, to ensure that they fulfil the FCA's requirements on fitness and propriety throughout the course of their employment with You;
- 4.1.9 not refer to Us any Mortgage Application which directly or indirectly arises from the Regulated Activity of any person who does not have the Permissions or who the FCA (or any other relevant Regulatory Authority) has not authorised or exempted from authorisation;
- 4.1.10 not refer to Us any Mortgage Application which directly or indirectly arises from the Regulated Activity of any person who does not have the Permissions or who the FCA (or any other relevant Regulatory Authority) has not authorised or exempted from authorisation;
- 4.1.11 comply with any lending criteria and exclusions as notified by Us to You from time to time;
- 4.1.12 comply with the FCA's Principles For Business as listed in the FCA Handbook, and, in particular, as applicable, Principle 6, which requires You to treat all Applicants fairly, or the Consumer Duty. For the purposes of the Consumer Duty, where applicable, You agree that at all times You will:
- (a) comply with Your responsibilities as a distributor under PRIN 2A, including those set out in the Consumer Duty Schedule;

- (b) comply with the cross-cutting rules set out at PRIN 2A.2 by acting in good faith in Your dealings with Applicants and taking all reasonable steps to (i) avoid causing foreseeable harm to customers and (ii) enable and support customers to pursue their financial objectives;
- (c) act to deliver the four FCA retail customer outcomes set out at PRIN 2.A 3-6; and
- (d) ensure that any fees paid by the Applicant to You on Your own account in relation to the Mortgage Application are proportionate and reasonable, reflect fair value to the Applicant in accordance with the Consumer Duty retail customer outcomes (as per paragraph 4.1.11(c)) and are disclosed on the Illustration provided to the Borrower; and

4.1.13 will comply with MCOB.

- 4.2 You will ensure that, at the point of first contact with You, each Applicant is informed whether there are any limitations in the range of products that You will offer, and if so, what those are; and the basis on which You will be remunerated. You will ensure that, prior to the submission of the Mortgage Application, each Applicant has been given an Illustration in the prescribed format in compliance with the Applicable Regulations.
- 4.3 You and/or the Relevant Adviser must promptly pass any documentation, regardless of the form it is in, either which We have supplied for the benefit of or to be completed by the Applicant or which the Applicant has provided in relation to the Mortgage Application, without amending its form or content unless We have otherwise agreed. In the event that You and/or the Relevant Adviser become aware of any material facts in relation to any Mortgage Applications or such material facts are divulged to You and/or the Relevant Adviser, You and/or the Relevant Adviser must inform Us of such material facts.

## **5 Your General Obligations**

- 5.1 You will abide by all Applicable Regulations in the conduct of Your business and in the completion and submission of all Mortgage Applications.
- 5.2 You will comply with all reasonable instructions We may give from time to time, including providing Us with information which We may reasonably request. When providing such information, You will use Your best endeavours to ensure the truth, accuracy and completeness of such information in all material respects, and that any information provided is up to date.
- 5.3 You will give Us written notice immediately if:
- 5.3.1 You stop acting on the Applicant's behalf in the course of a Mortgage Application;
  - 5.3.2 You become aware of any unauthorised use of the Portal username or password

provided by Bluestone to You;

- 5.3.3 any of Your Permissions are no longer current or are believed to be at risk of being retracted or otherwise invalidated;
- 5.3.4 any Regulatory Authority has made You the subject of any enforcement action;
- 5.3.5 You become aware or believe that any information provided in connection with or forming part of a Mortgage Application is or may become untrue, inaccurate or incomplete;
- 5.3.6 You have materially breached any Applicable Regulations or these Terms;
- 5.3.7 You cease to be the representative of an Authorised Person where You were initially an Appointed Representative, and
- 5.3.8 You become aware of any other matter or development that may have a material impact on Your ability to perform Your obligations under these Terms and in compliance with the Applicable Regulations.

5.4 You will maintain accounts and records of all Mortgage Applications and all matters relating to the submission of Mortgage Applications to Us in an appropriate and secure facility, and will ensure that such accounts and records are true, accurate, complete and up to date.

5.5 You must refrain from doing or failing to do anything which will or has potential to affect any Permissions You hold or cause Us to be in breach of any Applicable Regulations.

5.6 You understand and acknowledge that Your login details for accessing the Portal are personal to You, and You shall not share these with any other person or allow any other person access using Your details.

## **6 Audit Rights and Monitoring**

6.1 You acknowledge that You give to Us and each of Our authorised agents or advisers a right of access to Your files, records and accounts for examination and auditing purposes. We can exercise this right at any time during business hours, upon giving You reasonable notice, and You will cooperate fully with Us and any of Our authorised agents or advisers throughout any audit pursuant to these Terms. You will provide all facilities at Your premises as reasonably required, and You will allow Us and any of Our authorised agents or advisers to take copies of such files, accounts and records as may be reasonably requested. You will produce any information in relation to these Terms as We may reasonably request.

6.2 You acknowledge that You give to any Regulatory Authority and each of their authorised agents a right of access to Your files, records, accounts and any other information as may be required by any Regulatory Authority at its discretion, for examination and auditing purposes. This right is exercisable upon the Regulatory Authority giving Us notice that it intends to carry out such an audit, or in any case, as frequently as may be required by the Regulatory Authority. In all Your



dealings with the Regulatory Authority, You will be fully open and cooperative, and You will allow access to physical premises that You use for Your business as well as any access to Your personnel, systems and records as may be required.

6.3 You acknowledge and agree that in order to ensure You fulfil any obligations We or any Regulatory Authority have imposed, We may carry out any such monitoring as We consider appropriate.

## **7 Know Your Client Checks**

7.1 You will ensure that for each Applicant You introduce, each Relevant Adviser obtains evidence of and verifies their identity, making a record of such information, before any Mortgage Application is submitted to Us for that Applicant. You will maintain procedures under which such identity verification can be carried out in accordance with all Applicable Regulations including, without limitation, the provisions of:

7.1.1 the Money Laundering, Terrorist Financing and Transfer of Funds (Information on Payer) Regulations 2017 (the "Regulations");

7.1.2 the Proceeds of Crime Act 2002; and

7.1.3 the Joint Money Laundering Steering Group Guidance Notes for the UK Financial Sector 2013, as well as all Our requirements as We may notify to You from time to time.

7.2 You will ensure that where any third party is involved in relation to any Mortgage Application (such as a third party who contributes to the repayment of the mortgage), each Relevant Adviser obtains evidence of and verifies the identity of the third party, making a record of such information, in accordance with paragraph 7.1 above.

7.3 You will ensure that where the identification documents of Applicants and third parties are required pursuant to paragraphs 7.1 and 7.2, each Relevant Adviser inspects the originals of such documents and checks that documents bearing a signature are pre-signed and any photographs on documents bear a true resemblance to the relevant Applicant.

7.4 You will keep clear and true copies of the identification information above, and provide such copies to Us at any time as We may require.

7.5 In the event that a third party introducer introduces any Applicants to You, You will not simply rely on or utilise any evidence or information which the third party introducer has obtained for identity verification purpose as You shall also carry out Your own "know your customer" enquiries, and shall ensure that each Relevant Adviser complies with the identity verification procedures set out in paragraphs 7.1 to 7.4 above.

7.6 You acknowledge and agree that We may rely on and require You to apply customer due diligence measures in accordance with Regulation 39 of the Regulations.

7.7 You agree that We may send communications directly to the Applicant.

7.8 We reserve the right to request any additional information in respect of Applicants as We may deem necessary, including evidence of identity.

## 8 Payments

8.1 We will pay You any Payments which are due to You on terms and at rates as We may set from time to time, or as otherwise agreed with You. We will pay You directly or via another party where We have arranged to do so. If You are a member of a network or mortgage club, We may pay Payments which are due to You to the network or mortgage club in accordance with Our agreement with the network or mortgage club, and upon so doing, We will have discharged Our payment obligations to You. Notwithstanding that You may not subsequently receive Payment from the network or mortgage club, You will not have any recourse against Us and We will not be liable to You for any Payment.

8.2 We will not be under any obligation to make any Payment to You if:

8.2.1 We or You are notified or it may reasonably be inferred that You no longer acted or were permitted to act on behalf of the Applicant, at the date when You purported to earn the Payment;

8.2.2 You were no longer Authorised or an Appointed Representative, at the date when You purported to earn the Payment;

8.2.3 We are not allowed to pay You any Payments as a result of any Applicable Regulations or decision of any Regulatory Authority, except for Payments which have already validly accrued to You and in such cases, only to the extent that We are lawfully permitted to pay You such Payments;

8.2.4 any Mortgage Application is fraudulent;

8.2.5 any Mortgage Application fails to proceed to completion; or

8.2.6 You are in material breach of these Terms, save to the extent that any sum remains after we have set off any loss we have suffered as a result.

8.3 We reserve the right to suspend all Payments in the event that:

8.3.1 You enter into any voluntary arrangement, or any step is taken to institute or commence bankruptcy or liquidation proceedings against You or a receiver or administrator is appointed over Your assets; or

8.3.2 You or any of Your directors or partners are charged with or convicted with any offence involving fraud or dishonesty or have any regulatory proceedings or investigations

commenced against You.

8.4 Immediately upon demand by Us, You will reimburse Us the amount of any Payments (or other payment to You):

8.4.1 that We have erroneously made to You (and You shall promptly notify Us of any such payments);

8.4.2 that We made in relation to any Mortgage Application where You are in material breach of these Terms, which is fraudulent, or where completion thereof has been delayed or has not occurred.

8.5 We have a right to set off any amount due from Us to You against any amount payable by You to Us regardless of whether such amount arises under these Terms or otherwise.

8.6 Any exercise by Us of Our rights under paragraphs 8.4 and 8.5 shall be without prejudice to any other rights or remedies We may have, whether under these Terms or otherwise at law or in equity.

## **9 Confidentiality**

9.1 Subject to paragraph 9.2 below, any information regarding Our business, affairs, customers, Applicants or that of any member of the Bluestone Group, including any documents or materials in whatever form relating to Our business, must be kept confidential, and You shall not disclose such information to any person, firm or company or use it for any of Your own purposes or the purposes of any third party. Your duty of confidentiality shall apply both during the period of these Terms and at all times thereafter.

9.2 You may only disclose Our confidential information:

9.2.1 where required to fulfil Your obligations under these Terms; or

9.2.2 as may be required by Applicable Regulations or any Regulatory Authority.

## **10 Data Protection**

10.1 We will process information about You and all Applicants in accordance with Our privacy policy (available on Our website), and Your use of the Portal constitutes Your confirmation that You and each Applicant consent to such processing.

10.2 You will ensure each Relevant Adviser provides Us with the marketing preferences selected by each Applicant in their declaration or any other form or document provided to the Applicant which requests the Applicant to indicate their marketing preferences, by indicating such marketing preferences accurately in the appropriate section of the Portal. In the event that You or the Relevant Adviser become aware of or the Applicant gives You or the Relevant Adviser notice of

any changes to such marketing preferences, You will ensure that this is notified to Us immediately.

10.3 You confirm that You are registered under and will at all times comply with the Data Protection Legislation.

10.4 Besides the express purposes for which any information or data is provided to Us by You, We have the right to use such information or data when considering the Mortgage Application and any subsequent business You may refer to Us; for purposes of conducting market research and

10.5 statistical analysis, estimating product sales or preparing strategic or other marketing plans; in order to inform You of new products and services or changes to the terms of existing products; for purposes of preventing fraud and money laundering; and for administrative reasons (which shall include contact management).

10.6 You are a Processor acting on behalf of Bluestone and that, for the purposes of this agreement:

10.6.1 the type of Personal Data and categories of Data Subjects are: contact details, financial information, transactional history, mortgage parties; and

10.6.2 the nature/purpose of the Processing is to enable You to carry out your duties under this agreement (which form the subject matter of the Processing) and the duration of the Processing shall be the term of this agreement.

10.7 You shall comply with your obligations under the Data Protection Laws and shall in particular:

10.7.1 Process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of carrying out your duties under this agreement and in accordance with Bluestone's written instructions and this paragraph 10 (unless otherwise required by Data Protection Laws);

10.7.2 implement appropriate technical and organisational measures in accordance with the Data Protection Laws to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;

10.7.3 not transfer the Personal Data outside of the United Kingdom unless such transfer is in compliance with Data Protection Laws.

10.7.4 ensure that any employees or other persons authorised to process the Personal Data are subject to appropriate obligations of confidentiality;

10.7.5 not engage any third party to carry out its Processing obligations under this Agreement without obtaining the prior written consent of Bluestone and, where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data Processing obligations equivalent to those set out in this schedule;

10.7.6 notify Bluestone, as soon as reasonably practicable, about any request or complaint received from Data Subjects without responding to that request (unless authorised to do so by Bluestone) and assist Bluestone by technical and organisational measures, insofar as possible, for the fulfilment of Bluestone's obligations in respect of such requests and complaints;

10.7.7 on request by Bluestone and taking into account the nature of the Processing and the information available to You, assist Bluestone in ensuring compliance with its obligations under the GDPR (where applicable) with respect to:

- a. implementing appropriate technical and organisational measures in accordance with Article 32 of the GDPR;
- b. where relevant, notifying any Personal Data Breach to the Information Commissioner's Office (or any replacement body) and/or communicating such Personal Data Breach to the Data Subject in accordance with Articles 33 and 34 of the GDPR; and
- c. where necessary, carrying out and/or reviewing and, if applicable, consulting with the Information Commissioner's Office (or any replacement body) with respect to data protection impact assessments in accordance with Articles 35 and 36 of the GDPR;

10.7.8 on request by Bluestone, make available all information necessary to demonstrate your compliance with paragraph 10.6 and otherwise permit, and contribute to, audits carried out by Bluestone (or its authorised representative); and

10.7.9 on termination or expiry of this agreement, destroy or return to Bluestone (as Bluestone directs) all Personal Data and delete all existing copies of such Personal Data, unless otherwise required by European Union laws or the laws of the European jurisdiction in which You Process the Personal Data.

10.8 You will maintain a written record of all Applicant consents obtained under paragraph 10.5.

## 11 Documentation and Intellectual Property

11.1 You will ensure that all literature, documents, computer hardware and software and any other items of property that belong to Us ("Our Property"), and that is in Your possession or under Your control, is made available for Us to inspect and is delivered in good condition (with allowance for fair wear and tear) upon Our demand. We shall retain ownership of Our Property, and You are permitted to use Our Property for the sole purpose of fulfilling Your obligations under these Terms. When using Our literature, You will ensure that You use the most up to date version, as We shall provide to You from time to time.

11.2 You will not produce any documentation in any form whatsoever which contains Our name, logos or trademarks without Our prior written consent and You will not distribute any such documentation except where We have supplied it to You for distribution.

11.3 You will not act on Our behalf by signing or amending any documents or policies. You will not make any written or oral statements, promises or representations which bind or purport to bind

Us or any of Our employees or directors, and You will not hold Yourself out as having any authority to do so.

11.4 You may only use, print and download extracts from the Portal, and use and copy all other documents, literature, information and materials We supply to You in any form ("Our Materials") for the purpose of introducing Applicants and submitting Mortgage Applications to us, such use being subject to the following conditions:

11.4.1 You will only use graphics found on the Portal together with its accompanying text or caption;

11.4.2 You will not make changes to Our Materials, any of the Portal's content or any related graphics in any manner;

11.4.3 You may not copy Our copyright, name, trade mark, logos or other proprietary notices and Disclosures.

11.5 All content found on the Portal including (but not limited to) layout, text, graphics, links, marks, logos and trade marks, and all content of Our Materials constitute Our intellectual property, and are not to be used, copied, downloaded, distributed or published in any way without Our prior written consent, except where done in accordance with paragraph 11.1 above or where expressly indicated otherwise on the Portal. Where We give Our consent, You must ensure that any copy of Our intellectual property reflects all copyright notices, proprietary notices and disclaimers present in the original.

11.6 Your use of the Portal, its contents or Our Materials will not result in You gaining any intellectual property rights over the same, whether Your use is under these Terms or otherwise.

## 12 Indemnity

12.1 You shall indemnify Us against any liability, losses, damages, actions, proceedings, claims, fines or costs and expenses (including legal fees) We may suffer or incur as a result of:

12.1.1 any breach of Your obligations under these Terms;

12.1.2 any misrepresentation You make, or any negligent, tortious or fraudulent act You commit;

12.1.3 You using the Portal without abiding by these Terms; or

12.1.4 any incorrect or misleading information that You provide to Us, an Applicant or any other person, whether You do so knowingly or negligently.

## 13 Limitation of Liability

13.1 You should read and consider the provisions of this paragraph 13 (Limitation of Liability) carefully as they limit Our liability to You under these Terms and in relation to Your use of the Portal.

13.2 Nothing in these Terms shall be taken to exclude Our liability in a manner not permitted under

13.3 Applicable Regulations, such as, by way of example, limitations of Our liability for death or personal

injury caused by negligence, fraud or fraudulent misrepresentation. Our duties and liabilities to You under the FSMA will not be excluded, limited or restricted in any way.

13.4 Except as provided in paragraph 13.2 above, We do not accept any liability to You or any Applicant for any loss or damage suffered in relation to the following:

13.4.1 the use of or access to the Portal, the inability to use or access the Portal or the results of such use of the Portal;

13.4.2 any mistakes or omissions in the content of the Portal; or

13.4.3 the unavailability of the Portal at any time or for any period.

13.5 Except as provided in paragraph 13.2 above, We shall not be liable to You or any Applicant for suffering or incurring any of the following losses due to or in connection with the use of, access to, or inability to use the Portal or as a consequence of You submitting Mortgage Applications to Us under these Terms: loss of income; loss of revenues; loss of data; loss of profits; loss of contracts; loss of use; loss of opportunity; loss of business; loss of anticipated savings; loss of goodwill or reputation and any indirect or consequential losses.

13.6 Subject to paragraph 13.1 above, Our entire liability to You under these Terms shall not exceed the sum of payments made to You under the same.

## 14 Anti-bribery and Anti-corruption

14.1 You shall:

14.1.1 comply with all Applicable Regulations, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements);

14.1.2 comply with any of Bluestone's policies on ethics and anti-bribery as We may notify to You from time to time;

14.1.3 ensure that Your own policies and procedures (including adequate procedures under the Bribery Act 2010) to ensure compliance with the Relevant Requirements are in place and maintained throughout the period of these Terms, and You will take steps to enforce them as appropriate;

14.1.4 promptly inform Us in the event that You encounter any request or demand for any undue financial or other advantage of any kind received by You in relation to the performance of Your obligations under these Terms; and

14.1.5 promptly report to Us any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of these Terms.

14.2 For the purpose of paragraph 14.1.3 above, adequate procedures shall refer to those required in accordance with the provisions of the Bribery Act 2010 (and any guidance issued under that Act).

## 15 Variation of These Terms

15.1 We may vary these Terms at any time by posting an amended copy of these Terms on the Portal, without needing to give You prior notice.

## 16 Termination of These Terms

16.1 Either party may terminate these Terms by giving one month's prior notice in writing to the other.

16.2 We may terminate these Terms with immediate effect by giving notice in writing to You upon any one or more of the following occurring:

16.2.1 any breach by You of these Terms;

16.2.2 any behavior or misconduct by You which is prejudicial to Our business or reputation, or which could reasonably be seen to be prejudicial;

16.2.3 You cease to hold any Permissions or any Permissions are refused or revoked;

16.2.4 the termination, suspension, or intended termination of Your business or operations;

16.2.5 an administrator or an administrative receiver or liquidator is appointed over You or any of Your assets or any person becomes entitled to appoint any one or more of the foregoing;

16.2.6 (where You are an individual) You become the subject of a bankruptcy petition or order;

16.2.7 We are required by a Regulatory Authority to terminate these Terms; or

16.2.8 You are precluded by any Applicable Regulation from carrying out Your obligations under these Terms.

16.3 Any termination of these Terms by Us shall be without prejudice to any other rights or remedies that We may be able to pursue against You, including in respect of accrued rights.

16.4 Upon termination, You shall:

16.4.1 not allow any Mortgage Application to proceed further, and not promote Our business in any way thereon;

16.4.2 ensure that any of Our Materials or Our Property which are in Your possession or under Your control are returned to Us as soon as reasonably practicable;

16.4.3 immediately repay to Us all outstanding sums; and

16.4.4 be entitled to any unpaid Payments due from Us to You and accrued prior to and up to the date of termination, but You shall thereafter forfeit entitlement to all other Payments which fall due following the date of termination.

16.4.5 For the avoidance of doubt, paragraphs 6, 7, 8, 9, 10, 11 and 12 will survive the termination



of these Terms and remain in full force and effect regardless of the circumstances of the termination.

## 17 Notices

17.1 Unless expressly provided otherwise, any notice under these Terms shall be in writing to the address of the recipient set out below:

**For the intermediary:**

The postal address for You set out in the Firm Details section of the Financial Services Register or as otherwise notified to Us in writing.

**For Bluestone:**

3rd Floor, 22 Chancery Lane, London, WC2A 1LS

17.2 Any notice served by first class prepaid post shall be deemed to be given 48 hours from the time of Posting.

## 18 Miscellaneous

18.1 A failure or delay by any party to exercise or enforce any rights, whether arising under these Terms or in law, will not constitute a waiver of such rights nor prejudice their subsequent enforcement in any way.

18.2 You may not assign, transfer, subcontract or otherwise dispose of any of Your rights or obligations under these Terms, whether in whole or in part, without Our prior written consent. We reserve the right to assign Our rights at any time, and references to "We", "Us" and "Our" in these Terms shall include any assignees of Our rights.

18.3 These Terms and the documents or notices (in whatever form) herein referred to set out the entire agreement and understanding between the parties, in place of any previous oral, written or implied agreement.

18.4 The parties do not intend that any person who is not a party to these Terms be allowed to enforce any term as a result of the Contracts (Right of Third Parties) Act 1999 (as may be amended, varied or supplemented from time to time)

18.5 In the event that any provision in these Terms shall be declared void, voidable, illegal or otherwise unenforceable by a judicial or other competent authority, such provision shall be amended in a reasonable manner so that the parties' intention may be achieved in compliance with the judicial or other competent authority. Such amendment shall not affect the enforceability of the remaining Provisions.

## 19 Governing Law and Jurisdiction

19.1 These Terms and any non contractual obligations arising in connection with them shall be governed by and construed in accordance with the laws of England. You agree that the English courts shall have exclusive jurisdiction over any disputes or claims arising out of or in connection with these Terms. Other competent authority. Such amendment shall not affect the enforceability of the remaining Provisions.

## Schedule

### Consumer Duty Roles and Responsibilities

This Schedule sets out the roles and responsibilities relevant to Us, as a manufacturer of Mortgage Products and You, as a distributor of Mortgage Products in relation to the Consumer Duty. It is your responsibility to ensure that all of Your Relevant Advisers are made aware of and fulfil their role and responsibilities as set out in this Schedule.

### Roles and Responsibilities

As **manufacturer**, Bluestone's responsibilities include:

- Developing and approving the mortgage products in line with the Consumer Duty rules and guidance;
- Identifying the target market for the mortgage products, including considering if any customers with vulnerable characteristics are in the target market and taking account of any additional needs of these customers;
- Testing the mortgage products to ensure that they are designed to meet the needs, characteristics and objectives of the target market;
- Developing a distribution strategy appropriate for the target market and regularly reviewing this to ensure it continues to deliver good customer outcomes;
- Providing sufficient information to the intermediary so it can:
  - understand the characteristics of the product or service;
  - understand the identified target market;
  - consider the needs, characteristics and objectives of any customers with characteristics of vulnerability;
  - identify the intended distribution strategy;
  - ensure the product or service will be distributed in accordance with the target market.
- Carrying out regular product reviews to ensure the product continues to provide good customer outcomes.

As **manufacturer**, Bluestone is responsible for ensuring all:

- Information relevant to the fair value assessment is passed to the intermediary; and
- Fair value obligations are met in respect of any product it distributes to a retail customer.

As **distributor**, Your responsibilities include:

- Obtaining the information You need to understand the mortgage products, their target market and intended distribution strategy;
- Providing information on request to support Bluestone's product reviews;
- Developing the distribution arrangements for the mortgage products, ensuring that they are consistent with the distribution strategy for the product and provide fair value to retail customers. Your distribution arrangements should ensure that sale of the mortgage products is targeted at those whose needs, characteristics and objectives are met by the product and extra care should be taken when the product is offered to individual customers on the edge of the target market;
- Taking account of any vulnerable characteristics of customers in the target market when developing its distribution arrangements, and giving particular consideration to any additional needs that these customers may have;
- Assessing whether the charges applied by You provide fair value and that payment of these does not result in the mortgage product ceasing to be fair value overall;
- Regularly reviewing Your distribution arrangements to ensure they continue to deliver good customer outcomes and when different channels are used to distribute the mortgage products, ensuring that customers are able to easily access and assess key information through all channels.

### **Notification requirements**

If **either party** identifies actual or potential customer harm:

- caused by either party, they should inform the other party where relevant and take any reasonable action needed to mitigate the harm; and/or
- elsewhere in the distribution chain, they must notify all relevant parties and, where appropriate, the FCA.

**Both parties** shall notify the other party as soon as possible if:

- they identify or become aware that good customer outcomes are not being delivered, including where any group of customers is receiving worse outcomes than other customers for the same product; or
- they become aware that their shared obligations under the Consumer Duty are not being met.

## Management information

To enable parties to comply with their roles and responsibilities as set out above, both You and Bluestone will provide the other with the agreed Management Information (MI) in such format and/or at such frequency as agreed in writing between parties.

Each party will provide to the other such other information in such format and/or at such frequency as may be reasonably requested and agreed in writing between the parties from time to time.

All information sharing requirements agreed between parties will be in accordance with any industry guidance issued jointly by the Association of Mortgage Intermediaries, the Building Societies Association, the Intermediary Mortgage Lenders Association and UK Finance, on information sharing between mortgage intermediary firms and lenders.

Get in touch if you need this document in Braille, large print or audio tape.

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BM22 effective as of 10/2024