



Crystal
Mortgages

MEMBERSHIP REGISTRATION AGREEMENT

To become an authorised introducer to Crystal Mortgages Limited and take advantage of any or all of our services we offer, please read the terms (below), complete all sections below and return to Crystal Mortgages together with copies of your valid Consumer Credit Licence and FSA Certificate.

Trading Name of Company and / or Individual (where applicable) _____

Principal Business Address*: _____

Postcode: _____

Web Site Address: _____

Telephone No: _____ Fax No: _____

Mobile No: _____ E-mail: _____

Main Contact: _____ Position: _____

Commission Cheques to be payable to: _____

I apply to become an authorised introducer to Crystal Mortgages Ltd. I have read and understood the terms and conditions on membership as detailed below and agree to abide by them.

CCL No. _____ FSA No. _____

I AGREE TO PROVIDE Crystal Mortgages Limited WITH A COPY OF MY CURRENT CONSUMER CREDIT LICENCE AND /FSA CERTIFICATE (if applicable).

Print Name: _____ Position: _____

Signature: _____ Date: _____

TERMS AND CONDITIONS

1. Definitions

"The Act" means the Data Protection Act 1998.

"Company" means Crystal Mortgages Limited, whose trading office is at 33 Newhall Street, Walsall, West Midlands, WS1 3DZ.

"Introducer", means users of Crystal Mortgages Limited.

"Service level 1" means an introducer who provides the Company with a prospective Borrower's details e.g name and address/telephone number. The Company then maintains primary contact with the Borrower regarding the completion and submission of a Commercial, Bridging, Mortgage or Secured loan application.

2. General Principles

Introducers shall at all times:

- Conduct their business fairly and responsibly and endeavour to ensure that all other persons with whom they have a commercial relationship, particularly any sub-brokers, do likewise.
Comply with all relevant laws and legislation including the Consumer Credit Act 1974, the Financial Services and Markets Act 2000 and related statutes in particular the Financial Services Authority (FSA) and the Data Protection Act 1998
- Ensure that all their staff and sales representatives (whether employed or engaged on a self-employed basis) are provided with adequate training, evidenced with appropriate records and that they are made fully conversant with the contents of this Agreement and in particular the canvassing provisions under the Consumer Credit Act 1974.
- In cases involving lending to non-status Borrowers, comply in all respects with the Office of Fair Trading's Guidelines for lenders and brokers issued November 1997. Further, the principles of good business practice contained in the guidelines should also be applied to all other aspects of the business.

3. Data Protection

- Any terms used within this clause that are defined in the Act shall have the same meanings as are given to them in the Act. All references to the Act include any modifications or re-enactments of it and all regulations and codes of practice enacted under it.
- The Introducer undertakes that he/she
 - Has at the date of this Agreement, and will at all times make all necessary notifications to the Office of the Information Commissioner and that the Introducer will at all times comply with the provisions of the Act;
 - Will not use or process personal data in relation to which the Company is the data controller for any purpose save for monitoring the progress of its clients' loan applications or for such purposes as the Company may agree in writing unless the Introducer has the explicit consent of the individual to whom the personal data relates to use the same for other purposes;
 - Will keep secure (as provided by the Act) all personal data in relation to which the Company is the data controller and which the Introducer processes and will take all such security measures as are required under the Act;
 - Will permit the Company, its employees and agents to audit and have escorted access to inspect all such security measures of the Introducer upon written notice from the Company upon the understanding that the Company and its employees and agents will keep confidential any business or trade secrets it or they may acquire as a result of such audit and access;
 - Will promptly implement at his/her own cost any additional steps the Company deems necessary to comply with the security measures of the Act;
 - Consents to and has explicit consent from each relevant individual to communicate/transfer that individual's personal data to the Company and for the Company to use/process the same, by any medium, in or in connection with the application for processing of any loan/mortgage and for the purposes set out in the Company's Borrower application forms (a copy of which can be provided); and
 - Will comply with the terms and conditions for the use of website facilities or services offered by the Company from time to time.
- The Introducer will ensure that any third party Introducer or sub-broker will comply with the provisions of this Section 3.

4. Introducer's Further Obligations and Responsibilities

- To hold a current Consumer Credit licence covering all the names in which the Introducer trades and all categories of licensing activity. Loss of or variation to the licence must be notified in writing to the Company, including any variations to the Introducer's trading name, style or address.
- Introducers must ensure that all marketing material, promotional literature, advertisements and websites are fair and reasonable, do not contain any false or misleading information and comply with the relevant laws and legislations.
- The Introducer hereby acknowledges that he/she is not authorised to use the name of the Company in any advertising material, including any website facilities, unless otherwise agreed to in writing by the Company. Accordingly, any advertising undertaken by the Introducer will be at the Introducer's expense unless otherwise agreed to in writing by the Company.

5. Service Level 1 Introducers

Understand and agree that they cannot provide any advice or recommendation to the Borrower relating to the loan application and acknowledge that the Company will maintain primary contact with the Borrower.

Standards

The Company carries out a pre-completion and post-completion monitoring system and will take up Borrower's complaints of any alleged contravention of the terms of this Agreement with the Introducer. In the event of any such contravention, the Introducer shall be deemed to have committed a breach entitling the Company to treat this agreement as terminated forthwith. The matters referred to herein are not exhaustive but are simply indicative of the standards which the Company seeks and expects from Introducers, sub-brokers, third parties, etc.

The Introducer undertakes to keep any information relating to the operations of the Company confidential and not to disclose the same to any third party without the consent of the Company during or at any time after termination of this Agreement. The Company will likewise not disclose any information of a confidential nature relating to the Introducer's business to any third party.

Relationship

Nothing in this Agreement will constitute or be deemed to constitute a partnership, nor to create the relationship of employer and employee between the Company and the Introducer.

The Introducer has no authority nor power to bind the Company nor contract in the name of nor create any liability of the Company in any way. Without prejudice to the generality of the foregoing, the Introducer has no authority nor power to approve loans and shall not so represent to any party. The collation by the Introducer of information required by the Company before making a loan offer including personal collection and/or delivery by the Introducer of documents shall not constitute any act of agency between the Introducer and the Company.

The Introducer acknowledges that it is an independent contractor and not the agent of the Company.

Terms relating to commission or other payments from the Company to the Introducer shall be as separately agreed and recorded and shall be inclusive of VAT unless otherwise agreed in writing. Occasionally, following completion of a loan/mortgage, the customer may subsequently cancel the loan, adjust the amount borrowed, cancel any payment protection cover or adjust the amount of cover. In such instances you will be required to immediately repay the amount of any overpayment of commission. Where sufficient pipeline commission is available the overpayment will be deducted from this. Otherwise you will be required to remit the relevant amount.

Commission only becomes due to the introducer upon receipt of full payment after completion. The company cannot be held responsible for any variation or losses incurred as a result of any third party action that prejudices or threatens the full collection of commission monies outstanding to the company.

The company has the right to demand from the introducer all reasonable disbursements for expenses incurred whether or not completion takes place.

Where an Introducer receives applications from a third party introducer or a sub-broker, the third party introducer or sub-broker shall not be the agent of the Company. The Introducer shall remain fully responsible regardless of the source of business which he introduces to the Company. It is the Introducer's responsibility to ensure that the third party or sub-broker holds a current Consumer Credit Licence, complies with all relevant laws and legislation, and is competent and fit to submit business and is aware of the terms and conditions of this Agreement. The Introducer must make known to the Company the identity of any third party or sub-broker at the time the application is submitted by the Introducer.

The terms set out in this document form the entire contract between the Company and the Introducer and there are no terms, conditions or obligations, written, expressed or implied other than those contained in this Agreement. The Company reserves the right to amend these terms and conditions without notification but will endeavour to provide at least seven days prior notice of any changes.

This Agreement is terminable at one month's notice given by one party to the other. It shall be terminable summarily without notice but without prejudice to accrued rights if either party commits a breach of any of the provisions of this Agreement and fails to remedy the same within seven days of written notice to do so.

This Agreement shall be governed by the laws of England and in the event of any dispute, the parties hereto submit to the jurisdiction of the English Courts.

MT 09/04