



## INTRODUCER REGISTRATION FORM: DIRECTLY AUTHORISED

### 1. YOUR DETAILS

Company name:	<input type="text"/>	Address line 1:	<input type="text"/>
Address line 2:	<input type="text"/>	Town:	<input type="text"/>
County:	<input type="text"/>	Postcode:	<input type="text"/>
Your name:	<input type="text"/>	Your position/title:	<input type="text"/>
Your email:	<input type="text"/>	Your office phone:	<input type="text"/>
Your mobile:	<input type="text"/>		

### 2. COMPLIANCE

FCA Directly Authorised?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, FCA registration no:	<input type="text"/>
Mortgage Club	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, name of Club:	<input type="text"/>

### 3. YOUR BANK DETAILS (if you are a Club member, bank details not required)

Name of bank:	<input type="text"/>	Sort code:	<input type="text"/>
Account name:	<input type="text"/>	Account number:	<input type="text"/>

### 4. DECLARATION AND AUTHORISATION

#### IMPORTANT CONSENT INFORMATION

By completing this agreement and returning by email, or by printing, completing, signing and returning by post, you confirm that you have read and understood the terms and conditions overleaf and agree to be bound by these terms and conditions.

Please tick all of the ways in which they are happy for us to contact you:

email  telephone (including voicemail)  SMS/Text messaging

You agree that telephone conversations and other communications between us or third parties may be recorded and/or monitored to assist in improving customer and collections services.

Full details of how we hold, process and manage personal information are explained within our privacy statement on our website.

Intermediary signature:	<input type="text"/>	Date:	<input type="text"/>
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*Please email this completed form to [enquiry@catalystpf.co.uk](mailto:enquiry@catalystpf.co.uk) or print and post to Catalyst Property Finance, The Hive, Wilson House, 2 Lorne Park Road, Bournemouth, Dorset BH1 1JN. Thank you.*



## DEFINITIONS AND INTERPRETATION

**'Agreement'** means this agreement

**'Applicable Law'** means, in respect of any obligation and to the extent applicable to the relevant obligation, any statute, regulation, ordinance or subordinate legislation which is in force for the time being and to which a Party is subject;

**'Applicant'** means any individual(s) referred to CATALYST PROPERTY FINANCE by YOU (the Intermediary) in respect of a loan Application through CATALYST PROPERTY FINANCE in accordance with the terms of this Agreement;

**'Application'** means any Application made to CATALYST PROPERTY FINANCE for a product provided on behalf of the applicant by the intermediary;

**'Appointed Representative (AR)'** is a firm or individual authorised to carry out certain regulated activities on behalf of another firm, known as the 'Principal'. The Principal is a firm that holds full authorization from the Financial Conduct Authority (FCA) to conduct regulated financial services activities;

**'Approved Packager'** means a company which provides Packaging Services that has been authorised by the Financial Conduct Authority;

**'Authorised Person'** means a Person who is authorised and holds authorisations and permissions required under the FSMA (and or any rules or regulations made under it) in order to submit applications to us under these Terms;

**'CATALYST PROPERTY FINANCE Representative'** means Chris Fairfax or such other person as CATALYST PROPERTY FINANCE notifies to YOU from time to time as its representative in respect of this Agreement;

**'CCA'** means the Consumer Credit Act 1974, and where applicable, any Regulations made under the Consumer Credit Act 1974;

**'Club'** means a club or group that acts as an intermediary between mortgage brokers and lenders. They often negotiate exclusive deals with lenders through either products, rates and commission and brokers who are members of such club can offer these to their clients (can also be known as Mortgage Clubs);

**'Completion'** means the making of a loan or mortgage in respect of a Sales Product to an Applicant that has been referred to CATALYST PROPERTY FINANCE by YOU;

**'Confidential Information'** means all confidential information disclosed (whether in writing, orally or by another means whether directly or indirectly) by either Party (the 'Disclosing Party') to the other Party (the 'Receiving Party') whether before or after the date of this Agreement including, but not limited to, information relating to the Disclosing Party's products, operations, processes, plans or intentions, product information, know-how, trade secrets, market opportunities and business affairs;

**'Data Protection Legislation'** means all legislation and regulations relating to the protection of Personal Data including (without limitation) the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the EU Data Protection Directive, the Regulation of Investigatory Powers Act 2000, the Data Protection (Processing of Sensitive Personal Data) Order 2000 and all other industry guidelines (whether statutory or non-statutory) or Codes of Practice issued by the Information Commissioner relating to the processing of personal data or privacy or any amendments and re-enactments thereof;

**'Data Subject'** shall have the meaning given to it by the Data Protection Act 1998;

**'Directly Authorised Intermediary'** is a financial services firm or individual that holds authorization directly from the FCA, giving it regulatory independence and responsibility for its compliance and who submits applications directly to CATALYST PROPERTY FINANCE as an Authorised person;

**'Distributor'** means a company or organization that acts as an intermediary to distribute mortgage products to consumers or mortgage advisers. They can take various forms, including mortgage clubs, networks, and other intermediary firms;

**'Force Majeure Event'** means any event which affects the performance by a Party of its obligations under this Agreement and arises directly from an act of God, local Government or Government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil war or civil commotion;

**'FCA'** means the Financial Conduct Authority;

**'Fees'** means the commission fees payable under clause 2 of these Terms;

**'FSMA'** means the Financial Services and Markets Act 2000;

**'GDPR'** means the EU General Data Protection Regulation;

**'Intermediary'** means a person or entity that acts as a middleman between consumers (borrowers) and lenders (financial institutions) to facilitate the process of obtaining a mortgage or other financial products and submits them to CATALYST PROPERTY FINANCE as either Directly Authorised or as an Appointed Representative on behalf of a Principal;

**'Lender'** means any entity that enters into a loan or mortgage in relation to a Sales Products with an Applicant, or that makes the Sales Products available to Applicants;

**'Member'** means a mortgage club member who is a mortgage broker or intermediary that is part of a collective organisation that provides access to mortgage products, support services, training, and networking opportunities, and all those who introduce applicants to CATALYST PROPERTY FINANCE and shall include all those authorised by the FCA and have the necessary permissions;

# CATALYST

**'Mortgage Intermediary Agreement'** means a formal contract between a mortgage lender and a mortgage intermediary (such as a broker or an adviser) that outlines the terms and conditions under which the intermediary can operate on behalf of the lender. This agreement sets forth the rights, responsibilities, and obligations of both parties, ensuring a clear understanding of their business relationship;

**'Network'** means an organisation authorised by the FCA to accept full responsibility for providing a compliance umbrella for mortgage brokers to engage the public and offer advice on mortgages and associated insurances, such as life and GI cover. A mortgage broker and their firm become an Appointed Representative (AR) of the network and agree to manage their business within the guidelines and rules laid down by the network;

**'OFT'** means Office of Fair Trading;

**'Party'** means a Party to this Agreement;

**'Principal'** means an Authorised Person who permits an Appointed Representative to carry on regulated activities on its behalf;

**'Property'** means the amount of money that a lender provides to a borrower, secured by the borrower's property and is repaid through a structured loan agreement;

**'RAO'** means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544);

**'Referral'** means the referral of an Applicant by an approved agent of the intermediary to CATALYST PROPERTY FINANCE;

**'Regulated Credit Agreement'** means a credit agreement falling within Article 60B(3) of the RAO;

**'Regulated Credit-related Activity'** means any activity in relation to a Regulated Credit Agreement which is identified in the RAO as a regulated activity;

**'Regulated Mortgage Contract'** means a mortgage contract falling within Article 61(3) of the RAO;

**'Regulated Mortgage-related Activity'** means any activity in relation to a Regulated Mortgage Contract which is identified in the RAO as a regulated activity;

**'Regulator'** means any person having regulatory or supervisory authority over the activities of CATALYST PROPERTY FINANCE, YOU including but not limited to the FCA, the Association of Finance Brokers, the OFT, the Information Commissioner and the Bank of England or their successors;

**'Sales Products'** means the products offered by Lenders to Applicants, including, without limitation, consumer and business secured loan products or as notified by CATALYST PROPERTY FINANCE to YOU from time to time;

**'Staff'** means any individual or individuals working directly or indirectly for CATALYST PROPERTY FINANCE;

**'You'** means the business principal or such other person as YOU notify to CATALYST PROPERTY FINANCE from time to time as its representative in respect of this Agreement.



### 1. CATALYST PROPERTY FINANCE will:

- 1.1. Deliver the Services:
  - 1.1.1 with reasonable care and skill and in accordance with best commercial practices and standards in the industry for similar services; and
  - 1.1.2 in accordance with Applicable Law.
- 1.2 ensure that no use is made of the terms 'information only' or 'non-advised' in any communications with an Applicant where recommendations or advice are provided by CATALYST PROPERTY FINANCE;
- 1.3 provide to person(s) appointed by YOU such access to records relating to provision of the Services and to premises from which the Services are delivered as YOU reasonable requires to confirm the compliance of CATALYST PROPERTY FINANCE with its obligations under this Agreement, subject to a minimum of 14 days' prior written notice.

### 2. FEES

- 2.1 CATALYST PROPERTY FINANCE will pay you the relevant PROCURATION FEE by BACS within 2 working days of completion of a loan to a client who has been introduced by you. The amount of your Procurement Fee will be confirmed to you on the formal Heads of Terms (%) and the Facility Document (£). Your fee will not be payable in respect of any application not being accepted or if the loan does not complete.
- 2.2 If you are a member of a packager, mortgage club or an Appointed Representative of a network, your procuration fee will be paid directly to the principal who will arrange onward payment to you, subject to the terms in place between you.
- 2.3 Where payment is made by Catalyst to your Club, Packager or Principal, they are responsible for all onward fee payments to you.
- 2.4 Should Catalyst make an overpayment of fees in error, you will promptly return this to us, or your Club, Packager or Principal.
- 2.5 At our discretion and without advance notice, we reserve the right to amend our Procurement Fee structure under these Terms. To confirm, we will not change Procurement Fees once the application has been signed, subject to no material changes being made to that application.

### 3. REGULATORY COMPLIANCE

- 3.1 YOU shall make all appropriate notifications, and obtain all appropriate licenses, memberships and registrations, as required under Applicable Law including (without limitation) the FCA and CCA, to the extent that such notifications, licences, memberships and registrations are required for the performance of the obligations undertaken by YOU under this Agreement;
- 3.2 All your staff and sales representatives (whether employed or engaged on a self-employed basis) have the required knowledge and competency, evidenced with appropriate records and that they are made fully conversant with the requirements of these terms and conditions;
- 3.3 You are working within guidelines issued from any club or network of which you are a member.

### 4. DATA PROTECTION

- 4.1 YOU acknowledge that the personal data provided by each prospective customer and used to complete the product application forms is collected on behalf of CATALYST PROPERTY FINANCE. Both parties acknowledge that, for the purposes of transacting business, they are both Data Controllers.
- 4.2 YOU shall comply with all Data Protection Legislation and such compliance shall include, but not be limited to, maintaining a valid and up-to-date registration or notification (where applicable) under Data Protection Legislation.
- 4.3 YOU acknowledge that CATALYST PROPERTY FINANCE shall only undertake processing of Personal Data reasonably required in connection with the performance of its obligations under this Agreement.
- 4.4 If YOU receive a request from a Data Subject for access to personal data or any other request relating to CATALYST PROPERTY FINANCE'S obligations, YOU shall;
  - 4.4.1 immediately notify CATALYST PROPERTY FINANCE; and
  - 4.4.2 provide full cooperation and assistance to CATALYST PROPERTY FINANCE in relation to any such complaint or request.
- 4.5 Sensitive data held about the introducing broker / business will be treated in the same way as client sensitive data and the same security measures taken to protect this information.

### 5. CONFIDENTIALITY AND PUBLICITY

- 5.1 From time to time during the term of this Agreement, Confidential Information may be given by one party to this Agreement (the 'Disclosing Party') to the other party (the 'Receiving Party').
- 5.2 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement; this may include overseas investment partners.
- 5.3 The Receiving Party will only use the Confidential Information for the sole purpose of complying with its obligations under this Agreement.
- 5.4 The contents and the existence and the scope of this Agreement are Confidential Information.
- 5.5 Notwithstanding whether the Receiving Party uses the Confidential Information in accordance with this Agreement or not (including modifying or amending Confidential Information), all Confidential Information shall remain property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights of the Disclosing Party (or its agents), including intellectual property rights, over the Confidential Information whatsoever beyond those contained in this Agreement.



## 6. POST TERMINATION

- 6.1 CATALYST PROPERTY FINANCE shall be entitled to terminate this Agreement immediately upon the occurrence of any of the following events in respect of the other party:
- 6.1.1 a material breach of this Agreement which, if capable of remedy, is not remedied within a period of 30 days from the date of receipt of a notice from counter-party requiring its remedy;
  - 6.1.2 a meeting is convened, or a petition is presented, or an order is made, or an effective resolution is passed, or notice is given for the winding-up or dissolution (other than for the sole purpose of amalgamation and reconstruction);
  - 6.1.3 an application is made for, or any meeting of the directors or members resolves to make an application for administration order in relation to you or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed;
  - 6.1.4 failure to maintain the licenses and consents it requires to meet the relevant requirements of any Regulator; or

## 7. FORCE MAJEURE AND LIABILITY

- 7.1 Neither party will be liable to the other party for any delay or non-performance of its obligations under this Agreement to the extent it arises from a Force Majeure Event subject to the affected party:
- 7.1.1 promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non performance; and
  - 7.1.2 using its best endeavours to limit the effect of the delay or non-performance on the other party.

## 8. GOVERNING LAW

- 8.1 This Agreement and any matter arising from or in connection with it shall be governed by and construed in accordance with English law. Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Agreement.