

# Guardian Homeloans The Terms On Which We Accept Business From You

For the purpose of this agreement the name Guardian Homeloans will be substituted by the letters GHL

You agree that Guardian Homeloans will process your applications strictly on the following basis:  
This agreement is between: Guardian Homeloans (GHL) And Yourself - the introducer/Appointed agent (Agent)

1. For the sake of clarity the relationship between GHL and the Agent is defined as follows: GHL are appointed by the Agent to process a secured loan application. Only where appropriate will GHL provide information to the client and recommend a secured loan product from the lender panel which is representative of Whole of Market. This information will be given on the understanding the introducing agent has already completed the sales process in accordance with legislative guidelines and has recommended to the client a secured loan is more suitable to their needs than a remortgage, a further advance with their existing mortgage company or an unsecured loan. Where an Agent is Independent the advice to the client on which secured loan product should be taken will be given solely by the Agent. In these circumstances GHL will act as administrators only and provide the Agent with a detailed statement of suitability.

GHL undertake to process applications the Agent may provide and on completion of the transaction agree to pay commission in accordance with current terms of business or as advised for individual transactions which may vary from time to time. GHL cannot be held responsible for applications that do not complete for whatever reason. Completion of a transaction means the customer has received the relative funds and is fully satisfied with the loan process.

2. GHL reserves the right to alter the terms and conditions under which commissions shall be paid to the Agent without giving prior notice. All stationery, advertising material or the like remain the property of and for the exclusive use of GHL.

3. The application submitted by the agent on behalf of a client will form the basis of the loan terms offered and the agent warrants the application to be a true, correct and accurate reflection of the clients circumstances and no information will knowingly be withheld that may affect the approval and granting of a loan.

4. The Agent agrees to abide by the regulations as laid down by the Financial Conduct Authority in relation to Consumer Credit and Regulated Home Finance.

5. The agent agrees to advise GHL of any fees or costs charged to the client relating to the secured loan being administered by GHL on behalf of the Agent. The above mentioned fees may be charged but must be detailed on the Mortgage Illustration issued by GHL to the client.

6. Agent is responsible for his/her own incidental costs in procuring secured loan business, whether the application is successful or not, for example items such as advertising, travelling expenditure, telephone and other office costs etc. The cost of processing applications will be met by GHL unless otherwise stated. In some circumstances the client may be asked to pay a valuation fee, the fee will be paid direct to the surveyor and will be detailed on the Mortgage Illustration.

7. The Agent must at no time attempt to contract or bind GHL or its Lending Principals nor incur any liability on behalf of them.

8. The Agent agrees to indemnify GHL (as appropriate) from and against any and all loss damage or liability suffered by GHL resulting directly or indirectly from any wrongful act, neglect, default or fraud of the Agent.

9. Either party may cancel this agreement by giving one month's written notice, unless there has been a breach of these terms when notice may be forfeited and any liability of GHL in relation to this agreement will cease with immediate effect.

10. GHL will pay the agreed commission/fee within 48 hours of receipt from the lending company. All or part of the commission/fee may be refunded at the discretion of the lender or GHL and will be required to be refunded within 30 days of the request. Refund of commission usually occurs in the event of fraud, returned funds, premature redemption, early repayment arrears. In all events, the introducer indemnifies GHL in respect of their share of the commissions reclaimed. Responsibility for returned commissions will be effective for up to the first 9 months from the start date of the loan.

11. Loan products stated represent a cross section of those available, each individual case is underwritten on its own merits and the terms offered will be the best available based on the circumstances of the client. Commission payable will be confirmed once an application is received, commission can sometimes vary up to the time of completion based on the changing circumstances of a customer (applicable to ALL loan products).

12. By submitting secured loan business you wholly agree and without exceptions to be bound by the terms and conditions stated herein.

PLEASE PRINT A COPY FOR SAFE KEEPING

Guardian Homeloans is a trading style of Guardian SL Limited  
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