

# **Intermediaries Online Website Conditions**



## 1. General

Which Terms Apply?

- **Directly Authorised Firms:** If you are acting for a directly authorised intermediary firm, we and your firm will have previously entered into an Intermediary Agreement governing the submission by you and your colleagues of applications to us. That Intermediary Agreement states in particular that the use of our mortgage intermediary website and all the facilities provided in connection with it (referred to hereafter as "this website") by you and your colleagues in relation to the submission of applications is subject to these On-line Terms of Use (referred to hereafter as "these conditions"). You should therefore read these conditions together with the Intermediary Agreement (as may be varied by the parties from time to time). In the event of any conflict between these conditions and the Intermediary Agreement, the relevant term(s) of the Intermediary Agreement will take precedence.
  - **Appointed Representative of a Principal Firm:** If you are acting for an Appointed Representative of a Principal Firm, we and your Principal Firm will have previously entered into an Intermediary Agreement governing the submission by you and your colleagues of applications to us. **You should ensure that your Principal Firm has provided to you the provisions of that Intermediary Agreement that apply to its Appointed Representatives.** That Intermediary Agreement states in particular that the use of our mortgage intermediary website and all the facilities provided in connection with it (referred to hereafter as "this website") by you and your colleagues in relation to the submission of applications is subject to these On-line Terms of Use (referred to hereafter as "these conditions"). You should therefore read these conditions together with the relevant provisions of the Intermediary Agreement we have in place with your Principal Firm (as may be varied by the parties from time to time). In the event of any conflict between these conditions and the Intermediary Agreement, the relevant term(s) of the Intermediary Agreement will take precedence.
- 1.1 It is important that you read and understand these conditions before you start to use this website. By confirming your acceptance you are accepting these conditions in their entirety. We recommend that you print a copy of these conditions for your reference.
  - 1.2 We may amend these conditions at any time without notice. Your use of this website after any amendment will be subject to these conditions as amended.
  - 1.3 The products and services advertised on this website are subject to availability, and may be withdrawn or amended without notice. We can amend any of the contents of the website at any time and without notice.
  - 1.4 Information on this website about products is provided for the benefit of residents of the United Kingdom only. We reserve the right to decline any application for any product from anyone resident in any other jurisdiction.

## 2. Scope

- 2.1 These conditions set out the terms upon which you may use this website, and upon which we will deal with you if and when you introduce an applicant to us through this website. They do not apply to applications you introduce to any other part of Lloyds Banking Group (where other terms may apply).
- 2.2 We reserve the right not to accept any application submitted by you for any reason and, to the extent permitted by law and regulation, without giving any explanation.
- 2.3 You are responsible for advising applicants that data about them and their application will be transmitted electronically, and that you may track the progress of their application electronically.

## 3. Definitions

In these conditions, the following definitions apply:

### 3.1 Role Definition(s)

"Consultant" means a nominated person representing an Organisation who will submit applications on behalf of that Organisation;

"Supervisor" means a nominated person representing an Organisation that will authorise access for that Organisation's Consultants and Administrators and none other. They will NOT be authorised to submit applications on behalf of that Organisation;

"Supervisor – Consultant" means a nominated person representing an Organisation that will authorise access for that Organisation's Consultants and Administrators and none other. They will also be authorised to submit applications on behalf of the Organisation;

"Administrator" means a nominated person representing an Organisation who may submit and monitor the progress of applications on a read-only or full access basis on behalf of any Consultant(s) employed or otherwise engaged by that Organisation. For the avoidance of doubt a Consultant, Supervisor or Supervisor-Consultant may also act as Administrator;

### 3.2 Other Definitions

"applicant" means a person or persons applying for a mortgage product offered by us;

"application" means any application for a mortgage from us that you send to us on behalf of an applicant;

"Appointed Representative" means a person who acts as a Principal Firm's representative in accordance with Section 39 of the Financial Services and Markets Act 2000;

"Lloyds Banking Group" means the Lloyds Banking Group plc (registered number SC095000) whose registered office is at The Mound Edinburgh EH1 1YZ and any holding companies or subsidiary undertakings (as such terms are defined in the Companies Act 2006) of it or of any such holding company, in each case from time to time and a Lloyds Banking Group Company will mean any such company;

“Organisation” means the sole principal, partnership, company or limited partnership by which the relevant user is employed or otherwise engaged (other than the Principal Firm for whom an Organisation is acting as an Appointed Representative);

“Principal Firm” means an intermediary firm which engages with, controls, co-ordinates and operates with product providers through, a network of Appointed Representatives;

“user” means any user of this website;

“you” and “your” means (as appropriate) the Organisation who introduces an applicant to us or any individual applying to register to use this website on behalf of that Organisation.

“we”, “us”, and “our” means Bank of Scotland plc T/A Halifax. Registered in Scotland No. SC327000. Registered Office: The Mound, Edinburgh EH1 1YZ.

#### 4. User Role

As part of the registration process you will be automatically assigned or required to select a role as defined in paragraph 3 above:

The role responsibilities are:

##### 4.1 Consultant

By registering as “Consultant” for your Organisation you are accepting responsibility for:

- 4.1.1 ensuring that you register for your Organisation;
- 4.1.2 submitting applications on behalf of your Organisation and monitoring the progress of each application;
- 4.1.3 ensuring that your e-mail address given to us is correct;
- 4.1.4 ensuring that your personal details given to us are up to date and correct;
- 4.1.5 authorising a suitable person to become your Organisation’s Administrator for you and, on your behalf, to monitor progress of applications submitted by you.

##### 4.2 Supervisor

By registering as “Supervisor” for your Organisation you are accepting responsibility for administering the following E-Commerce user rights for your Organisation:

- 4.2.1 authorising other users for your Organisation to use this website at the correct role level;
- 4.2.2 ensuring that your e-mail address and those of users registered for your Organisation given to us are correct;
- 4.2.3 ensuring that only users, whom we have not given you notice of as being persons we regard as unsuitable and who your Organisation deems suitable to submit applications, are registered as “Consultants”. As a Supervisor you will not be authorised to submit applications personally;
- 4.2.4 authorising your Organisation’s users to change roles where you deem appropriate;

4.2.5 immediately deleting users who leave your Organisation or who will become temporarily inactive for a period of longer than 60 days for any reason;

4.2.6 ensuring that there are a sufficient number of Supervisors for your Organisation to maintain all users registered, with at least one Supervisor or Supervisor – Consultant registered for your Organisation at all times;

4.2.7 ensuring that your personal details given to us are up to date and correct; and

4.2.8 ensuring that any and all Organisation personnel registered as a user are aware of and adhere to their responsibilities as outlined in the relevant part of this paragraph 4.

##### 4.3 Supervisor – Consultant

By registering as “Supervisor – Consultant” for your Organisation you must comply with:

- 4.3.1 all the responsibilities of the Supervisor listed in paragraph 4.2; and
- 4.3.2 all the responsibilities of the Consultant listed in paragraph 4.1.

##### 4.4 Administrator

By registering as “Administrator” for your Organisation you must comply with:

- 4.4.1 ensuring that you register for your Organisation and none other;
- 4.4.2 ensuring that your e-mail address given to us is correct; and
- 4.4.3 ensuring that your personal details given to us are up to date and correct.

#### 5. Termination

- 5.1 We can terminate your access to the system/website at any time.
- 5.2 We can restrict or refuse access to all or any part of this website at any time, and without notice or explanation.
- 5.3 Any termination under this paragraph 5 will not affect any accrued rights or liabilities of either party under these conditions nor will it affect the coming into force of any provision of these terms which is expressly or by implication intended to come into force on or after such termination.

#### 6. Security

- 6.1 Certain areas of this website are secure. You may only access these secure areas once you have obtained from us (via this website) a User ID (Identification) and password. We will only issue you with a User ID and password if you satisfy certain conditions, as set out from time to time on this website.
- 6.2 We can refuse to issue to you a User ID or password at any time, and without offering any explanation. If you have been issued with a User ID and password, we can revoke your use of such User ID or password at any time, and without offering any explanation.

6.3 Once you have been issued with a password, you must not disclose it to anyone. Responsibility for the security of your password rests with you. If your password is revealed to a third party (including another individual within your Organisation who was not the person to whom we supplied), whether deliberately or in error or otherwise, we will not be liable to you or to any applicant for any loss incurred and you agree to indemnify us in respect of losses or expenses incurred by us as a result of the unauthorised use of your password by any third party. If you forget your password, or if you believe that someone else knows your password, you must let us know immediately.

6.4 You can tell which areas of this website are secure by the appearance of a security symbol in the browser status bar (please note, the security symbol varies on different browsers and platforms. On most recent browsers, this is indicated by a securely closed padlock. It is your responsibility to understand which symbol represents security on your browser - please contact the software vendor for further details). Any information sent to us using a secure area will be encrypted to a high standard and sent on to us in a secure format.

6.5 There may be other e-mail features within this website which we cannot guarantee as secure. You can tell which e-mail features are not guaranteed as secure by the absence of the security symbol (see paragraph 6.4). We recommend that you do not send to us sensitive personal and financial information relating to you or any applicant except via clearly marked secure e-mail and form features.

6.6 Calls to any of the telephone numbers on this website may be monitored and recorded, to help us to maintain the quality of service we provide to you.

Further Information on Security is available on this Website.

## 7. Website Access

7.1 We aim to make:

- 1) the insecure areas of this website constantly available for your use; and
- 2) the secure areas of this website available for your use between 8.00am and 8.00pm Monday to Friday, 8.00am until 6.00pm Saturday with Sunday being a Non-Service day.

We cannot however guarantee this availability, and will not be responsible for any losses suffered if you cannot access the relevant part of this website at the relevant time (for example if it results in you not being able to submit an application for a particular product). We are also not responsible if the means of communication you use to access this website or to send us information, or to receive information from us, does not work properly.

7.2 Access to this website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or any other for reason beyond our reasonable control.

7.3 You will be logged out of this website automatically

after a period of inactivity. This is a security feature which aims to reduce the risk of improper use.

## 8. Liability Arising from Website Use

8.1 All content on this website is provided for your information and for illustrative purposes only. We aim to ensure that the content is current and accurate, but do not accept any liability to you, any applicant or any other person where it is not, whether in contract, tort, negligence, or otherwise, and whether direct or indirect. If you want to rely on any information provided in this website, you should check its currency and accuracy directly with us, before placing any reliance on it.

8.2 We have provided within the secure area of this website various tools for your use. These may change from time to time and we may withdraw tools and/or introduce new ones. While we have made every effort to ensure the accuracy and functional efficiency of these tools, we cannot guarantee this. We accept no liability to you, any applicant or any other person as a result of any errors, technical defects, miscalculations, or lack of functionality within the tools.

8.3 Where we provide on this website a direct link to any other site not under our control, we accept no liability for the content of, or your use of, that other site. If you use any such link, you leave this website. We neither guarantee the accuracy of the content of any linked site, nor do we necessarily endorse or approve of that content. We cannot guarantee that you will be able to access the site via the link on this website at any time.

8.4 We aim to ensure that this website is free of all viruses and technical defects of any description. Due to the nature of the internet however, and the possibility of third party interference, this cannot be guaranteed, and we will not be liable for any damage or loss caused as a result of your use of this website.

8.5 The content of this website does not constitute an offer to contract. The information does not constitute advice or a recommendation to you or to any applicant. You are responsible for providing proper advice to applicants on the suitability of our products. We do not guarantee that the products and services advertised on this website will be suitable for any applicant.

## 9. Website Intellectual Property

9.1 Unless otherwise stated, the copyright, trademarks and other intellectual property rights in all materials on this website (including without limitation text, tools, photographs and graphical images) are owned by us or our licensors.

9.2 You are allowed (as appropriate) to use, download and print the information and tools available on this website for the purpose only of introducing applicants and submitting applications to us and carrying out any obligations under your agreement with us. You may not otherwise extract or distribute the material contained within this website, or use the material and tools for any commercial benefit to yourself or others. If you wish to use this website content for any other purpose, or in any other way (such as, without limitation, to provide a

link to this website from another site), you must contact us to obtain our prior written consent. We may not give consent. If any consent is given we will explain as part of the consent how you will be permitted to use this website and its contents.

- 9.3 Any rights not expressly granted in these conditions are reserved.

**10. Miscellaneous**

- 10.1 These conditions and your use of this website are governed by, and will be construed in accordance with, English law. The courts of England will have exclusive jurisdiction to determine any disputes arising.
- 10.2 This website is not intended for your use if you, or the applicant, are resident outside the United Kingdom; we therefore do not guarantee that this website complies with the laws and regulations of any other jurisdiction.
- 10.3 No forbearance or delay by either party in enforcing these conditions will prejudice or restrict the rights of that party, nor will any waiver of its rights operate as a waiver of any subsequent breach. No right, power or remedy conferred on or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy will be cumulative.
- 10.4 The illegality, invalidity or unenforceability of any of these conditions (or any part of a condition) will not affect the legality, validity or enforceability of any of the other conditions (or the remaining parts of a condition).
- 10.5 You may not assign, subcontract or otherwise transfer any rights and obligations under these conditions whether in whole or in part without our prior written consent. We may assign, subcontract or otherwise transfer our rights and obligations without requiring your consent and any references to “we” and “us” include any assignee/transferee or subcontractor as applicable.
- 10.6 Headings in these conditions are for convenience only and will not affect their interpretation.

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