

INTERMEDIARY REGISTRATION



Kensington

Thank you for registering to do business with Kensington. As a responsible lender, we undertake due diligence with all firms and networks that we work with.

Please complete this form in full and return it to registrations@kensingtonmortgages.co.uk within 10 working days.

You can type answers into the form and provide a digital signature using Adobe 'Fill & Sign'. Or, you can print, sign and scan the form, and return it to us.

If you have any questions about the process, please call us on 0800 111 020.

Firm or Network Name		Contact Email	
Firm FCA Number		ICO DPR Number	
Contact Name		Best time for us to call	

Please complete the following for each Director, Partner or Proprietor. If there are any individuals with a 20% or more shareholding in the firm please also add below (please complete on a separate sheet if required).

Position	Full Name	Previous Names	Date of Birth	3 years residential address

*We will carry out a Public Information search on each person named above

Has any Director, Partner or Proprietor been the subject of a County Court Judgement or High Court Judgement, Director disqualification, IVA or bankruptcy or is any such order pending?	Y	N
Has any adverse activity been declared to the FCA? (If yes, please supply copies)	Y	N
Is the firm or any Director, Partner or Proprietor currently the subject of an FCA investigation?	Y	N
Is the firm or any Director, Partner or Proprietor aware of any pending FCA investigations?	Y	N
Has any Director, Partner or Proprietor had sanctions imposed upon them by the FCA?	Y	N
Are you aware of any pending legal action, judgements or decrees against you or your firm?	Y	N

If you have answered yes (Y) to any of the above questions, please provide full details including an explanation as to how this came about (please continue on a separate sheet if required) *Your registration may take a little longer while we consider any matter declared.

Bank Details (Please note this must be in your business name. Third party or personal accounts will not be accepted)

Account Name		Sort Code	
Bank Name		Account Number	
Email address for remittance advice			

Kensington Standard Terms of Business

Introduction:

- (A) The Firm is an Authorised Person or Appointed Representative and carries on business as a mortgage intermediary.
- (B) In applying for registration with the Lender, the Firm has agreed to comply with these standard terms of business, and provide information to prospective Applicants about the Lender's Mortgage Products, together with information about other mortgage products available in the market at its discretion.

Agreed terms:

1 Definitions and Interpretation

1.1 In this agreement, unless the context otherwise requires, the following words have the following meanings:

"Agreement"	means these standard terms of business;
"Applicable Regulations"	means all laws and regulations, enactments, regulatory guidance, regulatory policies (including the FCA Handbook), regulatory permits and licences which are in force from time to time (as may be consolidated, modified, re-enacted or replaced);
"Applicant"	means an applicant for a Mortgage Product;
"Application"	means any application for Mortgage Products that you send or submit to us on behalf of an Applicant;
"Appointed Representative"	means a person who acts as the representative of an Authorised Person in accordance with section 39 of FSMA;
"Authorised Person"	means a person authorised as defined in section 31 of FSMA who holds all authorisations and permissions required under FSMA (and/or any rules or regulations made under it) in order to conduct its business;
"Business Day"	means a day (other than a public holiday) on which banks are open for business in London;
"Commencement Date"	means the date that the Lender approves the Firm's registration with the Lender;
"Consumer Buy-to-Let (CBTL) Business"	means a Firm that undertakes business activities as stated in Part 3 of the Mortgage Credit Directive Order 2015;
"Data Protection Legislation"	Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);
"Executives"	means the representatives of the parties responsible for the relationship between the parties under this Agreement, as advised in writing to the other parties from time to time;
"Fair Processing Notice" or "FPN"	means Kensington's written statement informing you who we are, what we may do with your information and who it will be shared with, the current version of which is available at https://www.kensingtonmortgages.co.uk .
"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;
"Firm"	means the firm, individual or network named in this Intermediary Registration Form;
"Firm Representative"	means an individual employee or other representative acting on behalf of the Firm;
"FSMA"	The Financial Services and Markets Act 2000;
"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;
"Lender"	means Kensington Mortgage Company Limited (Firm registration number 3049877), whose registered address is Ascot House, Maidenhead Office Park, Maidenhead SL6 3QQ;
"Mortgage Product Information"	means marketing material and information made available, or provided by, the Lender to the Firm (in printed and/or electronic form) concerning the Mortgage Products;
"Mortgage Products"	means certain of the Lender's products which comprise regulated mortgage contracts falling within article 61(3) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 or buy to let mortgages on general offer by the Lender;
"Personal Data"	means all data which is defined as "personal data" under Data Protection Legislation and processed under or in connection with this Agreement;
"Portal"	means the Kensington web portal at the following address www.kmc.co.uk/intermediaries.html , or, where applicable, the third party web portal, to be used by You for the submission of Applications;
"Procurations Fees"	means the fees set out in the Schedule payable in accordance with clause 3;
"Regulatory Authority"	means <ol style="list-style-type: none"> any person (whether autonomous or not) having legal and/or regulatory authority and/or enforcement powers in the UK from time to time including but not limited to the FCA, the Information Commissioner's Office ("ICO"), the Serious Fraud Office, HM Revenue & Customs; and any court of law or tribunal in the UK;
"Relevant Permission"	means all consents, permissions, authorisations, registrations or licences required by Applicable Regulations;
"Terms of Use"	means the Lender's standard terms of use for intermediaries in force from time to time, appearing on the Lender's web portal at kensingtonmortgages.co.uk/intermediary .
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 "consent" (where applicable to Personal Data), "controller", "processor", "processing", and "data subject" shall have the meanings ascribed to them in the Data Protection Legislation.

1.3 In the event of any inconsistency between this Agreement and the FCA Handbook, then the FCA Handbook shall prevail to the extent of such conflict.

1.4 In the event of any inconsistency between this Agreement and the Terms of Use, then the Terms of Use shall prevail to the extent of such conflict.

2 Services

2.1 The Firm may (but shall not be obliged to) make available Mortgage Product Information about the Mortgage Products to prospective Applicants.

2.2 The Firm shall promote the Mortgage Products through various agreed communication channels, including email, websites and presentations, and the Lender will supply the Firm with Mortgage Product Information to be used for this purpose. The Firm is not required to seek the Lender's consent to the use of Mortgage Product Information for this purpose.

2.3 Where the Firm in any way amends or supplements the Mortgage Product Information; promotes the Mortgage Products or the Lender by a method other than those set out in clause 2.2; or promotes the Lender's general business, the Firm must seek prior written approval from the Lender.

2.4 The Lender may (but shall not be obliged to) make loans to Applicants who apply for Mortgage Products through the Firm, provided always each of the Firm and its Firm Representative applying on behalf of the Applicant agrees to the Terms of Use.

2.5 It is the Lender's sole discretion to decide whether to accept any application for a Mortgage Product and if so on what terms.

3 Procuracy Fees

3.1 Procuracy Fees will be paid by the Lender to the Firm (directly or via another party, such as a club or network if arrangements have been made to do so) by the end of the calendar month following the month of completion of a Mortgage Product (such completion resulting from an application made by the Firm or identified to the Lender as being made by the Firm via a Firm Representative). Where the Firm is a member of an organisation such as, but not limited to, a network or mortgage club, payments due to the Firm may be made to the organisation in accordance with the Lender's agreement with the organisation. Once the lender makes payment to the firm or the organisation the firm is a member of its payment obligations to the Firm will be discharged and the Firm shall have no recourse against the Lender and the Lender will have no liability to the Firm in the event that it fails to receive payment from the organisation it is a member of.

3.2 Procuracy Fees will be payable at the rates set out in the Schedule or as otherwise agreed in writing between the parties from time to time and may be reviewed and amended by written agreement between the parties.

3.3 The Procuracy Fees payable under this clause 3 are the only fees payable by the Lender to the Firm under this Agreement, unless otherwise agreed in writing between the parties, and are inclusive of any value added tax or equivalent tax.

3.4 The Lender will have no obligation to pay any Procuracy Fees to the Firm in the event that:

- (a) the Lender is prevented from making the payment by the operation of any law or regulation;
- (b) any application for a Mortgage Product is fraudulent or does not proceed to completion;
- (c) any loan is returned by the Applicant within 14 days of completion of the Mortgage Product, or where the Firm or a Firm Representative is in material breach of the Terms of Use or where there is evidence of fraud; or
- (d) the Firm or the Firm Representative which applied for the Mortgage Product is in material breach of this Agreement or the Terms of Use.

3.5 The Lender reserves the right to suspend payment of any Procuracy Fees in the event that:

- (a) the Firm enters into any voluntary arrangement or any step is taken to institute or commence bankruptcy or liquidation proceedings against the Firm or a receiver or administrator is appointed over its assets;
- (b) either the Firm or any of its directors or partners have any regulatory proceedings or investigations commenced against them; or
- (c) it is entitled to do so under the Terms of Use.

3.6 The Lender may set-off any sums due to it from the Firm against any payments due to the Firm.

3.7 The Firm is responsible for ensuring that its Firm Representatives disclose to each Applicant the nature and amount of Procuracy Fees and any other fees that the Lender will pay to the Firm.

4 Mortgage Administration

4.1 The Lender will supply the Firm with regular information on the Lender's lending criteria and its procedural requirements, application forms and other relevant forms and documents.

4.2 The Firm will at all times ensure that its Firm Representatives only provide Applicants with the then current product literature relating to the Lender's Mortgage Products.

4.3 The Firm will comply with and procure that its Firm Representatives comply with the Lender's reasonable application procedures for Mortgage Products as notified by the Lender from time to time.

5 Sharing of Information

5.1 The Executives of the parties shall meet from time to time to discuss this Agreement (to consider, without limitation, any complaints, systemic issues and remedial action, fraud and financial crime issues, and on-going "treating customers fairly" compliance) and the relationship governed by it.

6 Regulatory Compliance

6.1 The Firm warrants that it has and will keep in place all Relevant Permissions to enable it to carry out its business and fulfil its obligations under this Agreement.

6.2 The Firm shall conduct its business in accordance with all Applicable Regulations, shall ensure that all promotions and materials made or produced by it comply with all Applicable Regulations, and shall ensure that its Firm Representatives comply with all Applicable Regulations in relation to advising on and arranging Mortgage Products.

6.3 The Firm acknowledges that the Lender shall have no responsibility to the Applicant or to the Firm for the advice, actions or omissions of the Firm and its Firm Representatives.

6.4 The Firm shall not do or omit to do anything which will or may affect its Relevant Permissions required to enable it to conduct its business and/or status as a CBTL Business or cause the Lender to breach any Applicable Regulation.

6.5 The Firm will, where permitted by the Applicable Regulations, inform the Lender immediately in writing in the event that:

- (a) any of its Relevant Permissions required to conduct its business and/or status as a CBTL Business are not current or are believed to be in jeopardy or the Firm is the subject of any enforcement action by the FCA or any other Regulatory Authority;
- (b) the Firm, or any Firm Representative, commits a material breach of any Applicable Regulations.

6.6 The Firm will advise the Lender as soon as practical in the event it takes disciplinary action against any of its Firm Representatives in relation to the performance of this Agreement.

6.7 Notwithstanding anything to the contrary in this Agreement, if at any time it comes to the notice of either party to this Agreement that any provision of this Agreement is or has become inconsistent with any Applicable Regulation, it shall advise the other and the parties shall discuss appropriate amendment of such provision.

6.8 The Firm must ensure that it makes all reasonable efforts to identify vulnerable Applicants at all stages of their journey. Examples of this would be to identify vulnerable Applicants and embed fair treatment into the Firm's business models, culture, policies and processes throughout the Firm's interaction with the Applicant.

7 The Firm's General Obligations

7.1 The Firm will comply with the Lender's reasonable instructions and provide the Lender with such information as it may reasonably request.

- 7.2 The Firm will use best endeavours to ensure that information it provides to the Lender is true, accurate and complete in all material respects.
- 7.3 The Firm will carry out appropriate vetting of its Firm Representatives and shall have systems and controls in place to prevent and detect fraud and financial crime.

8 Complaints

- 8.1 Each party will deal with a complaint from an applicant promptly and fairly in accordance with regulatory requirements.

9 Nature of Agreement

- 9.1 The parties acknowledge that nothing in this Agreement shall be construed as
- (a) creating a partnership, joint venture or other co-operative agency between them;
 - (b) constituting either party as the agent of the other for any purpose whatsoever and neither party shall have the authority or power to bind the other party or to contract in the name of or create liability against the other party in any way or for any purpose.
- 9.2 Unless otherwise expressly agreed in writing between the parties, this Agreement is separate from and does not amend, supplement or otherwise affect, nor is it or shall it be amended, supplemented or otherwise affected by:
- (a) any other commercial agreement between the parties that may exist from time to time; or
 - (b) any commercial agreement that may exist between the Firm and any Firm within the Lender's Group.
- 9.3 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

10 Confidentiality

- 10.1 Each party agrees to keep confidential and not to disclose to any third party without the other party's prior written consent, the terms of this Agreement and all other information of a confidential nature relating to the business, affairs and customers or Applicants of the other party acquired in the performance of this Agreement, provided that this restriction will not apply to information which:
- (a) is disclosed under a legal or regulatory duty to disclose;
 - (b) is disclosed to a party's professional advisers on a need to know basis; or
 - (c) has come into the public domain through no default of such party or a member of the party's Group.
- 10.2 Each party will ensure that its employees and officers together with those parties referred to in clause 10.1(b) above are aware of and comply with the confidentiality provisions of this clause. This clause shall survive termination of this Agreement for any reason for a period of 2 years.

11 Responsible Lending

- 11.1 The Lender is committed to ensuring that it lends responsibly and in accordance with Applicable Regulations. The Firm shall, and will procure that its Firm Representatives shall, provide accurate information to Applicants; ensure that Mortgage Products are suitable for the Applicants including, without limitation, that the Applicant meets the Lender's eligibility criteria and carries out an initial assessment of affordability. The Lender reserves the right to refuse to accept business from the Firm or its Firm Representatives in the event that repeatedly unsuitable business is submitted.

12 Audit Rights

- 12.1 The Firm gives the Lender and each of its authorised agents a right of access to examine and audit its files, records and accounts at any time on reasonable notice in business hours for the purposes of an audit by the Lender of the sale processes used by the Firm or for any other purpose in connection with this Agreement, such as, but not limited to, the Firm's compliance with Data Protection Legislation.
- 12.2 The Firm will cooperate with the Lender and each of its authorised agents and provide all reasonable facilities at its premises to allow such audit and permit the taking of copies of such files, accounts and records as the Lender may reasonably request. The Firm will at all times comply with any reasonable request made by the Lender to produce for inspection any information which relates to this Agreement.
- 12.3 The Firm gives to the Lender and to any Regulatory Authority and each of their authorised agents a right of access to examine and audit the Firm's files, records and accounts and such other information as required by any Regulatory Authority for any purpose. This right may be exercised as frequently as is required by the Regulatory Authority and on such notice if any as the Regulatory Authority gives to the Lender of its intention to carry out such an audit. The Firm will deal with the Regulatory Authority in an open and cooperative way. To the extent required by the Regulatory Authority the Firm will permit access to physical locations used by it in connection with its business and to its personnel, systems and records.

13 Marketing and Intellectual Property

- 13.1 Any intellectual property rights, including but not limited to copyright in any Mortgage Product Information, developed or created by the Lender in relation to this Agreement will belong exclusively to the Lender (save to the extent that it incorporates intellectual property that belongs or was created by or for the Firm), and the Firm undertakes that it will not use any such intellectual property right created solely for the purpose of this Agreement other than in connection with the provision of the Mortgage Products under this Agreement.

14 Data Protection

- 14.1 Each party shall be responsible for complying with all applicable obligations under Data Protection Legislation, including (but not limited to):
- (a) the obligation to maintain a record of processing activity; and
 - (b) the obligation to pay an annual data protection fee to the ICO (or, as applicable, have in place the necessary notification to the ICO until such time as this notification expires and is superseded by the annual data protection fee).
- 14.2 Status of the parties:
- (a) In respect of Applications submitted via the Lender Portal, each party agrees that they are each a controller (as defined in the Data Protection Legislation) of any Personal Data, except where the Firm submitting an Application on behalf of an intermediary, for example in the Firm's capacity as a packager or special distributor, in which event the Firm will be a processor of the intermediary that is the controller.
 - (b) In respect of Applications submitted via a third party Portal, the parties agree that the Firm is a controller and the Lender is a processor (each as defined in the Data Protection Legislation) of any Personal Data, except where the Firm is submitting an Application on behalf of an intermediary, for example in the Firm's capacity as a packager or special distributor, in which event the Firm will be a processor of the intermediary that is the controller.
- 14.3 The Lender processes information about the Firm, Firm Representatives and Applicants in accordance with the relevant FPN. The Firm agrees to provide Applicants and any other third party relevant to an Application with a copy of or access to the relevant FPN.
- 14.4 The Lender shall be entitled to use any information or data supplied by the Firm and Firm Representatives, in accordance with the relevant FPN on the Lender's website, for considering the Application and any subsequent business from the Firm; for administrative purposes including contact management; to conduct market research and statistical analysis; for informing the Firm about new products, services and about changes in the terms for existing products; for fraud and money laundering prevention; and for preparing strategic or other marketing plans and gauging product sales.

15 Duration and Termination

- 15.1 This Agreement shall commence on the Commencement Date and, subject to the provisions of this clause 15, will continue until terminated by either party giving prior written notice of termination to the other.
- 15.2 Either party may terminate this Agreement immediately upon giving written notice to the other party if:
- (a) the other party commits any continuing or material breach of any of the provisions of this Agreement and, in the case of such a breach

which is capable of remedy, fails to remedy the same within 30 days of receipt of a written notice from the other party giving full particulars of the breach and requiring it to be remedied;

- (b) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party;
- (c) the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- (d) the other party goes into liquidation (except for the purposes of a solvent amalgamation, reconstruction or other reorganisation and in such a manner that the Firm resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on that party under this Agreement);
- (e) the other party ceases, or threatens to cease, to carry on business;
- (f) the FCA terminates, refuses or revokes a Relevant Permission and/or status as a CBTL Business required for the conduct of the other party's business;
- (g) a Regulatory Authority requires the Lender to terminate this Agreement; or
- (h) the Firm has not submitted any Mortgage applications to the Lender in the previous 12 months.

15.3 Following termination of this Agreement, the Lender shall:

- (a) not accept any further applications for Mortgage Products from Applicants under the terms of this Agreement;
- (b) process all applications for Mortgage Products received prior to the date of termination; and
- (c) pay the Firm all Procurement Fees properly due in respect of applications received before the date of termination which complete subsequent to termination.

15.4 Following termination of this Agreement the Firm shall return to the Lender at its own expense (or at the Lender's request promptly securely destroy) all information pertaining to Mortgage Products together with all other confidential information of the Lender.

15.5 Termination of this Agreement will not affect the rights of the parties accrued prior to termination.

16 Assignment

16.1 The Firm shall not assign, novate or otherwise transfer in whole or part its rights or obligations under this Agreement to any other person without the prior written consent of the Lender.

16.2 The Lender may at any time assign, transfer or dispose of in whole or part its rights and obligations under this Agreement to any Firm in its Group or to any third party.

17 Dispute Resolution

17.1 Representatives of each of the parties shall seek to resolve any dispute or matter in difference arising out of or in connection with this Agreement (Dispute). In the event that any matter cannot be resolved by the representatives within ten (10) Business Days of the Dispute arising, any party may refer the Dispute to the Executives, who will seek to resolve the dispute in good faith. No party may commence court proceedings in relation to any Dispute until they have attempted to settle the Dispute in accordance with this clause. For the avoidance of doubt, unless a party terminates the operation of this Agreement, in the event of a Dispute, each party will remain obliged to fulfil all of the obligations under this Agreement.

18 Liability

18.1 Neither party excludes or limits liability to the other that is not permissible under applicable law including without limitation for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

18.2 The Firm does not exclude or limit its liability in respect of any deliberate breach of duty or for any breach of clauses 10 (Confidentiality), 14 (Data Protection) and 13 (Marketing and Intellectual Property) of this Agreement.

18.3 Save as provided in clause 18.1 above, the Lender shall not be liable to the Firm for any of the following suffered by the Firm and which arise out of or in connection with this Agreement: loss of income; loss of revenue; loss of data; loss of profit; 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.

18.4 Subject to paragraphs 18.1 to 18.3 above the Lender's entire liability to the Firm shall be limited to the total amount of Procurement Fees paid to the Firm.

19 Anti-bribery

19.1 The Firm shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- (b) comply with any ethics and anti-bribery policy of the Lender notified by the Lender to the Firm from time to time;
- (c) have and maintain in place throughout the term of this Agreement the Firm's own policies and procedures including adequate procedures under the Bribery Act 2010 to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- (d) promptly report to the Lender any request or demand for any undue financial or other advantage of any kind received by the Firm in connection with the performance of the Agreement.

19.2 For the purpose of this clause 19 the meaning of adequate procedures shall be determined in accordance with the provisions of the Bribery Act 2010 (and any guidance issued under that Act).

20 Anti-facilitation of Tax Evasion

20.1 The Firm shall:

- 20.1.1 not engage in any activity, practice or conduct which would constitute either:
 - 20.1.1.1 a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - 20.1.1.2 a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- 20.1.2 promptly report to Us any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion offences or facilitation of tax evasion offences, whether under UK law or under the law of any foreign country, in connection with the performance of this Agreement;
- 20.1.3 ensure that all persons associated with the Firm or other persons who are employed in connection with this Agreement comply with this clause 20.

21 Anti-Slavery and Human Trafficking

21.1 The Firm shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (c) include in the Firm's contracts with your agents, affiliates and subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 21.

22 Marketing

By entering into this agreement you consent to you and your Firm receiving marketing communications from the Lender. If you/the Firm no longer wish to receive marketing communications then please contact the Lender’s marketing team at marketing@kensingtonmortgages.co.uk with your/your Firm’s instructions.

23 Miscellaneous

- 23.1 This Agreement is made on a non-exclusive basis and nothing will prevent the Lender from appointing other brokers, networks or mortgage clubs to promote its Mortgage Products or other products or prevent it from accepting applications for Mortgage Products from other brokers or members of other mortgage networks or mortgage clubs.
- 23.2 All notices in connection with this Agreement shall be given in writing to the addresses of the recipient specified above. Where sent by first class prepaid post a notice shall be deemed to have been received 48 hours after posting.
- 23.3 If at any time any provision of this Agreement is or becomes illegal, invalid or enforceable in any respect the legality, validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 23.4 Any failure or delay by the Lender to exercise or enforce any rights under this Agreement and/or in law shall not operate as a waiver of any such rights nor prejudice their enforcement in any way.
- 23.5 This Agreement sets out the entire Agreement between the parties in relation to the subject matter of this Agreement.

24 Governing Law

This Agreement and any claim or matter arising under or in connection with it shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably agree to submit to the exclusive jurisdiction of the English Courts.

SCHEDULE

Procurator Fees payable under clause 3

Unless otherwise notified in respect of any new Mortgage Product, commission will be payable to the Firm as follows:

- Residential Mortgage Products
A total of 0.50% of the gross loan advanced to the Applicant (excluding any fees and cost added to the loan)
- Buy To Let Mortgage Products (including Limited Company Buy To Let Mortgage Products)
A total of 0.50% of the gross loan advanced to the Applicant (excluding any fees and cost added to the loan)
- Flexi Fixed For Term Products
A total of 0.75% of the gross loan advanced to the Applicant (excluding any fees and cost added to the loan)
- Broker Product Switches
A total of 0.30% of the gross loan advanced to the Applicant (excluding any fees and cost added to the loan)
- Porting (for Flexi Fixed For Term Applicants)
A total of 0.50% of the gross loan advanced to the Applicant (excluding any fees and cost added to the loan)
- Additional Lending (for Flexi Fixed For Term Applicants)
A total of 0.30% of the gross loan advanced to the Applicant (excluding any fees and cost added to the loan)

Declaration

I am authorised on behalf of the Firm to confirm that:	
1	The Firm applies to become registered as an introducer of mortgage products for Kensington.
2	The information contained in this application and all of the enclosures provided is true and completed to the best of my knowledge and belief, and undertake to inform Kensington as soon as practical if there is a material change to any of the information, both before the application is approved and during the course of our business relationship.
3	The Firm has sufficient experience and all the necessary authorisations, permissions and licences to introduce mortgage business to Kensington pursuant to the Terms of Use.
4	The Firm acknowledges that Kensington will use public data made available by credit reference agencies and fraud prevention agencies as part of its assessment in its legitimate interests of the Firm’s application for registration.
5	By signing and returning this form, the Firm agrees to and accepts Kensington’s Standard Terms of Business.

Please ensure this registration form is signed by an authorised officer of the firm

Print Name		Signature	
Position		Date	