

TERMS OF USE FOR INTERMEDIARIES



Kensington

Important Information

Please read the following Terms very carefully as they apply to all Applications you submit to Us including, where applicable, registration and use of the Kensington Portal. You should only submit Applications to Us and use a Portal if You agree to these Terms. These Terms may be revised from time to time without prior notice. Please check and review these Terms regularly as they are binding on You. The contents of any of Our materials and information posted on a Portal are for information purposes only and do not constitute investment, financial or professional advice. The Kensington Portal is for mortgage intermediary use only.

1. DEFINITIONS

- 1.1. In these Terms (including the above paragraphs) the following expressions shall have the following meanings unless the context otherwise requires:

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 and are applicable to Your business and the submission of Applications under these Terms;

Applicant means a person or persons applying for any Product offered by Us;

Application means any application for a Product 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 submit an Application to Us pursuant to these Terms;

Consumer Buy-to- Let (CBTL) Business means a person who undertakes activities as stated in Part 3 of the Mortgage Credit Directive Order 2015

Cookie Policy means the latest version of our written statement relating to the use of cookies as published at the following address <https://www.kensingtonmortgages.co.uk/cookie>

Data Protection Legislation means all Applicable Regulations applicable to any Personal Data processed under or in connection with these Terms, including, without limitation, the General Data Protection Regulation 2016/679 (the "GDPR"), the Data Protection Act 2018 ("DPA 2018"), Data Protection (Charges and Information) Regulations 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as the same may be superseded by the Regulation on Privacy and Electronic Communications ("ePrivacy Regulation")) and all UK legislation implementing or supplementing the foregoing;

Fair Processing Notice or **FPN** means Kensington's written statement informing you or Applicants, as appropriate of our responsibilities as a Data Controller, who we are, what we may do with your information and who it will be shared with, the current versions of which are available via the Kensington website <https://www.kensingtonmortgages.co.uk>.

FCA means the Financial Conduct Authority;

FSMA means the Financial Services and Markets Act 2000 (as amended);

Payments means any procurement fees, commission charges or other fees due to You from Us;

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;

Personal Data means all data which is defined as “personal data” under Data Protection Legislation and which is provided by You to Us (directly or indirectly), and accessed, stored or otherwise processed under or in connecting with the Terms

PRA means the Prudential Regulation Authority;

Products means mortgage products offered by Us from time to time;

Regulatory Authority means (i) 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 PRA, the Information Commissioner, the Serious Fraud Office, HM Revenue & Customs and (ii) any court of law or tribunal in the UK;

Relevant Adviser means an individual adviser or employee of an Authorised Person or Appointed Representative who submits the Application or Applications on behalf of an Authorised Person or Appointed Representative;

Relevant Permissions all consents, permissions, authorisations, registrations or licences required by You for the purpose of conducting Your business and submitting Applications to Us in accordance with these Terms;

Terms means the agreement between You and Us which is constituted by these terms, together with any declarations, statements and terms contained on the relevant Portal and Cookie Policy, which may be lawfully amended, supplemented, modified or novated from time to time and together set out the terms and conditions on which You submit and We accept Applications;

We, Us, Our and **Kensington** means Kensington Mortgage Company Limited (registered in England and Wales No. 03049877 and having its registered office at Ascot House, Maidenhead Office Park, Maidenhead SL6 3QQ);

You and **Your** means any person (which shall include, without limitation, a sole principal, partnership, limited liability partnership, firm or company) who submits an Application or Applications to Us subject to these Terms either as an Authorised Person or an Appointed Representative and shall, where the context permits, include a Relevant Adviser;

- 1.2 A reference in these Terms to any statute, statutory provision, regulation, enactment, guidance or policy shall extend to any modification or re-enactment or replacement of it for the time being in force.

2. OUR RELATIONSHIP WITH YOU

- 2.1 Unless otherwise expressly agreed in writing with You, these Terms are separate from and do not amend, supplement or otherwise affect, nor are they or shall be amended, supplemented or otherwise affected by any other commercial agreement between You and Us that may exist from time to time; or any commercial agreement that may exist between You and any other team or division within Kensington or any company within its group).
- 2.2 If there is an inconsistency between any of the provisions of these Terms and the provisions of any earlier version or versions of these terms, any other commercial agreement between You and Us, or between Us and a network or mortgage club that You are a member of, the provisions of these Terms shall prevail.
- 2.3 We will only accept Applications from You if You are appropriately authorised by the FCA, and provided You hold all Relevant Permissions and/or You are a CBTL Business in respect of CBTL Applications.
- 2.4 We reserve the right at Our sole discretion to decline all or any Applications from You and We are not required to give a reason for doing so.
- 2.5 Our Products are only offered to persons resident in the United Kingdom; are subject to availability; and may be withdrawn or varied at any time without notice.
- 2.6 You are responsible for Your actions and any advice which You give to an Applicant.
- 2.7 You understand that We may be required to report to the FCA or other Regulatory Authority the basis on which mortgage business is conducted between You and the Applicant. You acknowledge and accept that We will treat mortgage business as being conducted on an ‘advised’ basis unless You tell Us otherwise when You submit an Application.
- 2.8 You are not and may not purport or hold Yourself out to be an agent of Ours. Nothing in these Terms shall be construed as indicating or giving rise to a joint venture or partnership.

- 2.9 You accept that under these Terms We may from time to time make such relevant searches and checks in respect of You and Your owners/principals (including in relation to credit worthiness) as We see fit.

3. CONFIRMATIONS AND REPRESENTATIONS

- 3.1 You confirm and represent that:

- 3.1.1 You are the agent of each Applicant and have authority to act on behalf of each Applicant;
- 3.1.2 You hold all Relevant Permissions and/or You are a CBTL Business in respect of CBTL Applications; and
- 3.1.3 (without limiting the foregoing) You have disclosed the amount and nature of all Payments You will receive from Us in respect of that Applicant's Application and obtained the Applicant's informed consent to such Payments.

4. YOUR OBLIGATIONS IN RESPECT OF APPLICATIONS

- 4.1 During preparation and completion of an Application, You warrant, represent and undertake to Us that You will (and will ensure the Relevant Advisers will) comply with all Our requirements and will:
- 4.1.1 make the Applicant aware of all declarations and statements that You make on the Applicant's behalf by providing the Applicant with a written copy or summary of such declarations and statements;
 - 4.1.2 explain key information throughout the Application to the Applicant including providing adequate explanations of the proposed mortgage contract and any ancillary services;
 - 4.1.3 prior to uploading to the Portal or sharing with Us any information from the Applicant or third party You will provide the Applicant and any third party with full details of Our proposed uses, including the purposes for which We will process personal data and to whom that data may be disclosed, of the Applicant's or third party's information as set out in the relevant Fair Processing Notice (FPN) and you will draw the attention of the Applicant to the said FPN, and provide the Applicant with a written copy of, or access to, our FPN for them to read;
 - 4.1.4 without prejudice to paragraph 12.3, request and record the Applicant's consent to any use of their personal information for marketing purposes, as follows:
 - 4.1.4.1 prior to entering each Applicant's marketing preferences in the Kensington Portal, You will record in writing each Applicant's clear, opt-in marketing preferences as part of their Application process. Such records will include clear opt-in options for Applicants to consent to marketing from Us, and also from our group companies, and make it clear that Applicants can opt-out at any time (and explain how to do so);
 - 4.1.4.2 You will retain such records for the term of the Applicant's mortgage plus one year, or where an Applicant does not proceed with a mortgage for one year; and
 - 4.1.4.3 You will provide Us with a copy (electronic or paper) of such records on demand, and at the latest within 2 business days of receiving Our request for such records.
 - 4.1.5 explain and specify the persons to whom that information may be disclosed as described in the FPN;
 - 4.1.6 explain the effects of credit scoring, credit and fraud checks which may be undertaken by Us in order to process an Application (such details to include the information on data protection which appears in any relevant document or page of the Portal (including the application form and the Applicant's declarations and consents));
 - 4.1.7 explain to the Applicant the databases which may be consulted by Us in assessing the Applicant's Application, including explaining any information about them which we may view, extract, copy or store;
 - 4.1.8 You will ensure that the Relevant Adviser informs the Applicant that such uses and credit checks will be carried out in Our legitimate interests in accordance with Our detailed requirements notified to You from time to time and all Applicable Regulations;
 - 4.1.9 You will keep all details of all Applicants up to date, and you will directly require Applicants to inform you should any of their personal data need to be updated and promptly inform us of any changes.
- 4.2 You will act honestly and professionally and use all due skill and care when acting for the Applicant, including (but not limited to) ensuring that the mortgage is suitable for the Applicant in cases where You advise on the same.
- 4.3 You will ensure Your Relevant Advisers are suitably trained and You will conduct appropriate checks on Relevant Advisers to ensure they satisfy the FCA's fit and proper requirements on an ongoing basis.

- 4.4 You will not refer Applications to Us as a direct or indirect consequence of the activities of any person who does not hold the Relevant Permissions and/or is not a CBTL Business in respect of CBTL Applications or is otherwise not appropriately authorised or exempt from authorisation by the FCA or any other relevant Regulatory Authority.
- 4.5 You will comply with any lending criteria and exclusions as notified by Us to You from time to time.
- 4.6 You will be able to demonstrate that You are treating Applicants fairly and, in doing so, you are complying with Principle 6 of the FCA's Principles For Business as set out in the FCA Handbook.
- 4.7 When making first contact with the Applicant you will ensure that each Applicant is provided with the relevant initial disclosure together with any other required documentation, including a copy of, or access to, Our FPN, in the prescribed format setting out the scope of the advice and nature of the services You are offering. Before the Application is submitted, You will ensure that each Applicant is provided with a completed European Standardised Information Sheet (ESIS) or illustration (as appropriate), or otherwise will ensure that each Applicant has received that documentation at the appropriate time in accordance with the Applicable Regulations.
- 4.8 You and/or the Relevant Adviser must pass on immediately to Us or the Applicant (as applicable), without amendment (unless otherwise agreed by Us), any documentation (in whatever form) which is either supplied by Us for the benefit of or completion by the Applicant, or provided by the Applicant in relation to the Application. You and/or the Relevant Adviser shall advise Us of all material facts known by or divulged to You and/or the Relevant Adviser in relation to all Applications submitted to Us.

5. YOUR GENERAL OBLIGATIONS

- 5.1 You will conduct your business and complete and submit all Applications in accordance with all Applicable Regulations, including, but not limited to, The Financial Services and Markets Act 2000, Data Protection Legislation, The Bribery Act 2010, Criminal Finances Act 2017 and The Modern Slavery Act 2015.
- 5.2 You will comply with all reasonable requests from Us.
- 5.3 You will use best endeavours to ensure that information You provide to Us is true, accurate and complete in all material respects.
- 5.4 You will inform Us immediately in writing in the event that:
 - 5.4.1 You cease to act on behalf of the Applicant in the course of an Application;
 - 5.4.2 any of Your Relevant Permissions are not current or are believed to be in jeopardy or You are the subject of any investigation or enforcement action by the FCA or if you are no longer a CBTL Business in respect of CBTL Applications;
 - 5.4.3 You become aware of any unauthorised use of any username or password;
 - 5.4.4 You become aware or believe that any information provided in or as part of an Application is or may become untrue or incomplete;
 - 5.4.5 You commit a breach of any Applicable Regulations or these Terms; or
 - 5.4.6 if You are an Appointed Representative, You cease to be the Appointed Representative of an Authorised Person.
- 5.5 You must not do or omit to do anything which will or may affect Your Relevant Permissions and/or status as a CBTL Business, as appropriate, or cause Us to breach any Applicable Regulations.
- 5.6 You will keep true and accurate accounts and records of all Applications and all matters relating to the submission of Applications to Us in a secure and suitable facility.
- 5.7 You should not share Your personal log in details used to access the Portal with any other person or allow anyone else to access the Portal using Your log in details.
- 5.8 You must ensure that you make 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.

6. AUDIT AND MONITORING

- 6.1 You give Us and each of Our authorised agents a right of access to examine and audit Your files, records and accounts at any time on reasonable notice during business hours. You will cooperate with Us and any of Our authorised agents undertaking any audit pursuant to these Terms and promptly provide all reasonable facilities at Your premises to allow such audit and permit the taking of copies of such files, accounts and records as We may reasonably request. You will at all times promptly comply with any reasonable requests made by Us to produce for inspection any information which relates to these Terms.
- 6.2 You give to Us and to any Regulatory Authority and each of their authorised agents a right of access to examine and audit Your files, records, accounts and such other information as is 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 Us of its intention to carry out such an audit. You will deal with the Regulatory Authority in an open and co-operative way. To the extent required by the Regulatory Authority You will permit access to physical locations used by You in connection with Your business and to Your personnel, systems and records.
- 6.3 You acknowledge and agree that We may undertake such monitoring as We may consider appropriate to satisfy any obligations imposed on Us by any Regulatory Authority.

7. CUSTOMER DUE DILIGENCE

- 7.1 You will ensure that each Relevant Adviser obtains evidence of and verifies the identity of each Applicant introduced by You and record such information (prior to submitting any Application to Us in respect of that Applicant) under procedures maintained by You in accordance with the provisions of (i) the Money Laundering Regulations 2007 (the 'Regulations'), (ii) the Proceeds of Crime Act 2002, (iii) the Joint Money Laundering Steering Group Guidance Notes for the UK Financial Sector 2007 and all Our requirements from time to time notified to You.
- 7.2 You will ensure that each Relevant Adviser obtains evidence of and verifies the identity of all third parties involved in connection with any Application (such as a payer of a contribution or who is not the Applicant) and record such information in accordance with paragraph 7.1 above.
- 7.3 You will ensure that each Relevant Adviser inspects the originals of all the identification documents required in respect of each Applicant and third party pursuant to paragraphs 7.1 and 7.2 above and ensure documents bearing a signature are pre-signed and documents bearing a photograph bear a good likeness.
- 7.4 You will retain clear copies of the above information and provide it to Us at any time if required by Us.
- 7.5 Where an Applicant or Applicants are introduced to You by a third party introducer You will ensure that each Relevant Adviser complies with paragraphs 7.1 to 7.4 above. You will not rely on or use any evidence or information obtained by such third party introducer for the purpose of evidencing and verifying the identity of any such Applicant or Applicants; or rely on or use such information in substitute for carrying out your own "know your customer" enquiries.
- 7.6 You agree that We may rely on You to apply customer due diligence measures in accordance with Regulation 17 of the Money Laundering Regulations 2007.
- 7.7 We shall not be liable for any errors or omissions made by You in the provision of the information specified in this paragraph 7.
- 7.8 You agree that We may send communications directly to the Applicant.
- 7.9 We reserve the right to ask for additional information in respect of Applicants including evidence of identity where We consider it necessary.

8. PAYMENTS

- 8.1 We will pay You (directly or via any other party if We have made arrangements to do so) any Payments due to You on the terms and at the rates set by Us from time to time or on any other terms and rates separately agreed with You. Where You are a member of an organisation such as, but not limited to, a network or mortgage club, Payments due to You may be made to the organisation in accordance with Our agreement with the organisation. Once We make Payment to the network or mortgage club Our payment obligations to You will be discharged and You shall have no recourse against Us and We will have no liability to You in the event that You fail to receive Payment or partial Payment from the organisation You are a member of.
- 8.2 We will have no obligation to make any Payment to You in the event that:
- 8.2.1 We or You are notified, or it is reasonable to infer, that You are no longer acting or have ceased to be permitted to act on behalf of the Applicant;

- 8.2.2 We are prevented from making Payments by the operation of any law or regulation; save for Payments already validly accrued to You to the extent that We are permitted by law to make such Payments;
- 8.2.3 any Application is believed by Us to be fraudulent,
- 8.2.4 any Application does not proceed to completion; or
- 8.2.5 You are in material breach of these Terms.
- 8.3 We reserve the right to suspend all Payments in the event that:
 - 8.3.1 You enter into any voluntary arrangement; or any step is taken to institute or commence bankruptcy or liquidation proceedings against You; or a receiver or administrator is appointed over Your assets; or either
 - 8.3.2 You or any of your directors or partners are charged with or convicted with any offence involving fraud or dishonesty or have any regulatory proceedings or investigations commenced against You;

9. REIMBURSEMENT OF PAYMENTS

- 9.1 You will reimburse Us immediately upon demand the amount of any Payments (or other payment to You):
 - 9.1.1 made by Us to You in error (and You shall promptly notify Us of the same);
 - 9.1.2 made by Us which relates to any Application in respect of which You have committed a material breach of these Terms, or where the Application is fraudulent or where completion has been delayed or does not occur.
- 9.2 We have a right of set-off in respect of any amount payable by Us to You against any money payable by You to Us whether arising under these Terms or otherwise.
- 9.3 Exercise by Us of Our rights under this paragraph 9 shall be without prejudice to any other rights or remedies available to Us under these Terms or otherwise at law or in equity.

10. DOCUMENTATION

- 10.1 All literature, documents, computer hardware and software and any other items of property belonging to Us ("Our Property") and in Your possession or under Your control must at all times be available to Us for inspection and be delivered in good condition (fair wear and tear excepted) to Us by You on demand. We shall retain ownership of Our Property and use of Our Property by You shall be limited to use for the sole purpose of fulfilling Your obligations under these Terms. You will ensure that Our current literature (as provided by Us to You) is used at all times.
- 10.2 You will not produce or distribute any documentation in any form whatsoever (unless supplied by Us for distribution) containing Our name, logos or Our trade marks without Our prior written consent.
- 10.3 You will not sign or amend any documents or policies on Our behalf nor make any statements or promises or representations of any kind whether written or oral which bind or purport to bind Us or any of Our employees or directors. You will not hold Yourself out as having authority to make any such statements, promises or representations.

11. CONFIDENTIALITY

- 11.1 You shall at all times both during the period of these Terms and at all times thereafter keep confidential and shall not use or disclose to any person, firm or company or use for any of Your own purposes or that of any third party any information concerning Our business, affairs, customers, Applicants or that of any member of the Kensington group of companies including any documents or materials in whatever form which relate to Our business save as permitted by clause 11.2 Confidential Information.
- 11.2 You may disclose Our Confidential Information:
 - 11.2.1 for the purpose of carrying out Your obligations under these Terms; or
 - 11.2.2 as may be required by law, court order or any governmental or Regulatory Authority.

12. DATA PROTECTION

- 12.1 Each of us confirm to the other that we shall comply with our respective obligations under the Data Protection Legislation, including:

12.1.1 the obligation to maintain a record of processing; and

12.1.2 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).

In respect of Applications submitted via the Kensington Portal, each party agrees that they are each a controller (as defined in the Data Protection Legislation) of any Personal Data, except where You are submitting an Application on behalf of an intermediary, for example in Your capacity as a packager or special distributor, in which event you will be a processor of the intermediary that is the controller.

In respect of Applications submitted via a third party Portal, the parties agree that You are a controller and We are a processor (each as defined in the Data Protection Legislation) of any Personal Data, except where You are submitting an Application on behalf of an intermediary, for example in Your capacity as a packager or special distributor, in which event You will be a processor of the intermediary that is the controller.

12.2 We process information about You and Applicants in accordance with Our FPN and the Applicant's declarations and consents. In accordance with clause 4.1.3 you confirm that you have provided the Applicant and any other third party with a copy of or access to the FPN. By using the Kensington Portal You confirm that You have read Our FPN.

12.3 Without prejudice to paragraph 4.1, You will ensure that each Relevant Adviser shall confirm to Us accurately in the appropriate section of the Kensington Portal the marketing preferences selected by each Applicant in the Applicant's declaration (or any other form or document provided to the Applicant in which the Applicant is asked to select marketing preferences), and to notify Us immediately in the event that You become aware of, or the Applicant notifies You of, any changes to such marketing preferences.

12.4 We shall be entitled to use any information or data supplied by You, in accordance with Our FPN on Our website, for considering the Application and any subsequent business from You; for administrative purposes including contact management; to conduct market research and statistical analysis; for informing You 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.

13. INTELLECTUAL PROPERTY

13.1 You are permitted to use, print and download extracts from the Kensington Portal and to use and copy all other documents, literature, information and materials supplied by Us in whatever form ("Our Materials") for the purpose only of introducing Applicants and submitting Applications on the following basis:

13.1.1 You will not modify Our Materials or any of the content of the relevant Portal or related graphics in any way; and

13.1.2 You will not use any graphics on the relevant Portal separately from accompanying text; and

13.1.3 Our copyright, name, trade mark, logos or other proprietary notices and disclosures may not be copied.

13.2 All of the contents related to Kensington that may be available on the relevant Portal including but not limited to layout, text, graphics, links, marks, logos and trade marks and the contents of Our Materials are the Intellectual Property of Us and may not be used, copied, downloaded, distributed or published in any way (otherwise than in accordance with paragraph 13.1 above) without Our prior written consent (except where otherwise specifically indicated on the relevant Portal). Where such consent is given, copyright notices, proprietary notices and disclaimers should also be copied.

13.3 You will not acquire any intellectual property rights belonging to Us in the relevant Portal, any of its contents or Our Materials as a result of Your use of the same whether under these Terms or otherwise.

14. INDEMNITY

14.1 You shall indemnify Us in respect of any liability, losses, damages, actions, proceedings, claims, fines or costs and expenses (including legal fees) We may suffer or incur; (i) arising from Your use of the Kensington Portal otherwise than in accordance with these Terms, (ii) arising from any breach of Your obligations under these Terms, (iii) by reason of any misrepresentation or negligent, tortious or fraudulent act by You, or (iv) as a result of any incorrect or misleading information that has been knowingly or negligently provided by You whether to Us, an Applicant or any other person. This indemnity continues to apply after termination of these Terms, for whatever reason.

15. LIABILITY

- 15.1 These provisions should be read carefully as they exclude Our liability to You under these Terms, including when You use a Portal. Nothing in these Terms shall exclude liability that is not permissible under applicable law including without limitation for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation, nor shall it exclude or limit or restrict Our duties and liabilities to You under FSMA.
- 15.2 We accept no liability to either You or any Applicant arising out of the use of or access to or inability to use or the results of the use of a Portal; nor for any errors or omissions contained in a Portal; nor if the relevant Portal is unavailable at any time or for any period.
- 15.3 Save as provided in paragraph 15.1 We shall not be liable to You or any Applicant for any of the following suffered or incurred by You or any Applicant and which arise out of or in connection with the use of or access to or inability to use a Portal or as a result of You submitting Applications to Us under these Terms: loss of income; loss of revenues; loss of data; loss of profits; 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.
- 15.4 Subject to paragraphs 15.1 to 15.3 above Our entire liability to You under these Terms shall be limited to the total amount of Payments made to You under these Terms.

16. VARIATION

- 16.1 We may vary these Terms at any time without notice to You by posting an amended copy on Our website and/or the relevant portal and you agree that it is your responsibility to regularly review Our website and any relevant portal for any such variations.

17. TERMINATION

- 17.1 Either party may terminate these Terms by giving one month's prior notice in writing to the other.
- 17.2 We may terminate these Terms with immediate effect by giving notice in writing to You on the occurrence of any one or more of the following:
- 17.2.1 any breach by You of these Terms;
 - 17.2.2 any misconduct by You which is or could be reasonably viewed as prejudicial to Our business or reputation;
 - 17.2.3 You cease to hold any Relevant Permissions and/or be a CBTL Business or any Relevant Permissions and/or status as a CBTL Business are refused or revoked;
 - 17.2.4 the cessation or suspension or intended cessation of your business or operations;
 - 17.2.5 an administrator or an administrative receiver or liquidator is appointed over You or any of Your assets or any steps are taken by any person or any person becomes entitled to appoint any one or more of the foregoing;
 - 17.2.6 (where You are an individual) You are the subject of a bankruptcy petition or order;
 - 17.2.7 a Regulatory Authority requires us to terminate these Terms; or
 - 17.2.8 Your ability to carry out Your obligations under these Terms is prevented by any law or regulation.
- 17.3 Any termination of these Terms by Us shall be without prejudice to any other rights or remedies that We may be able to pursue against You, including in respect of accrued rights.
- 17.4 Upon termination, You shall:
- 17.4.1 not proceed any further with any Application and shall cease all promotion of Our business;
 - 17.4.2 return to Us as soon as reasonably practicable Our Materials and Our Property;
 - 17.4.3 repay all sums outstanding to Us immediately; and
 - 17.4.4 be entitled to any unpaid Payments accrued to the date of termination but shall forfeit entitlement to all other Payments falling due after the date of termination.
- 17.5 For the avoidance of doubt, paragraphs 6, 7.4-7.9 inclusive, 8, 9, 10, 11, 12, 14, 17.4, 18 and 22 will remain in full force and effect notwithstanding termination of these Terms.

18. NOTICES

18.1 Unless expressly provided otherwise, any notice under these Terms shall be in writing and may be served by sending the notice by first class prepaid post, in the case of Us, to such address as is advised from time to time by Us, and notices to You may be sent to the last address known to Us. Any notice shall be deemed to have been received 48 hours from the time of posting.

19. ANTI-BRIBERY

19.1 You shall:

- 19.1.1 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");
- 19.1.2 comply with any ethics and anti-bribery policies of Kensington notified by Us to You from time to time;
- 19.1.3 have and maintain in place throughout the term of these Terms Your 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;
- 19.1.4 promptly report to us any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of these Terms.

19.2 For the purpose of this paragraph 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 You 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 these Terms;
- 20.1.3 ensure that all persons associated with You or other persons who are employed in connection with these Terms comply with this paragraph 20.

21. ANTI-SLAVERY AND HUMAN TRAFFICKING

21.1 You shall:

- 21.1.1 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
- 21.1.2 not engage in any activity, practice or conduct that would or may 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
- 21.1.3 include in Your 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 paragraph 21.

22. APPLICABLE LAW AND JURISDICTION

22.1 These Terms shall be governed by and construed in accordance with the laws of England and You agree to the exclusive jurisdiction of the English courts.

23. MISCELLANEOUS

23.1 Any failure or delay by Us or You to exercise or enforce any rights under these Terms and/or in law shall not be deemed to operate as a waiver of any such rights nor prejudice their enforcement in any way.

- 23.2 You may not assign, transfer, subcontract or otherwise dispose in whole or in part any of Your rights or obligations under these Terms without Our prior written consent. Our rights can be assigned at any time and references to “Kensington”, “We”, “Us” and “Our” include Our assignees.
- 23.3 These Terms and the documents or notices (in whatever form) referred to in these Terms set out the entire agreement between the parties in substitution of any previous oral, written or implied agreement.
- 23.4 The parties do not intend that any term shall be enforceable as a result of the Contracts (Right of Third Parties) Act 1999 by any person who is not party to these Terms.
- 23.5 In the event that any provision in these Terms shall be declared void, voidable, illegal or otherwise unenforceable by a judicial or other competent authority any such provision shall be amended in such reasonable manner as achieves the intention of the parties without conflict with the judicial or other competent authority and the enforceability of the remaining provisions shall not be affected.