

Terms of Business

These terms of business set out the terms upon which Active Investments (Reading) Ltd (Active Investments) agrees to provide its services to intermediaries.

Application Process

Mortgage applications and associated documentation must be presented to a satisfactory standard, with all relevant questions legibly and correctly answered.

All information supplied on application forms and otherwise, including information relevant to identifying whether or not a mortgage is regulated, must be true to the Intermediary's knowledge or belief.

Any Lender reserves the right to take additional references and has the final decision on whether to accept an application. This falls outside of Active Investments' jurisdiction or influence.

Neither the Lender nor Active Investments may divulge to Intermediaries or Applicants any confidential information received from third parties (including Credit Reference Agencies). The name of any Credit Reference Agency used will be supplied upon request.

The Intermediary confirms that they will take responsibility for ensuring their applicant signs and understands all relevant declarations with the mortgage application form.

General Obligations

If authorised, the Intermediary must act in accordance with its obligations under MCOB and other FCA rules.

If not authorised by the FCA, the Intermediary will be restricted to Non-Regulated lending.

The Intermediary will notify Active Investments if it becomes aware of any circumstances whereby the FCA may initiate disciplinary proceedings against it.

The Intermediary will immediately notify Active Investments if its FCA status ceases or changes in any way.

The Intermediary agrees that it shall not act in any way that could reasonably be expected to have an adverse effect on the general reputation of Active Investments or its panel of lenders.

The Intermediary shall not use the name or the logo of Active Investments or the Lender in any Financial Promotions (as defined in the Applicable Laws) or other documentation that it may produce, unless prior agreement is obtained in writing.

The Intermediary shall provide such information as Active Investments requires to comply with its obligations under the Applicable Laws and will immediately notify Active Investments of any actual or proposed change or variation to its Authorisation and Licences.

The Intermediary shall treat as confidential the terms of this Agreement.

Active Investments and the Intermediary may terminate this Agreement with immediate effect at any time serving 30 days' written notice of termination upon the other.

Active Investments reserves the right to implement its suspension procedure whilst it considers whether it wishes to terminate this Agreement.

This Agreement shall be governed by and construed in accordance with English Law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts except where the Intermediary is a firm incorporated in Scotland or Northern Ireland in which case the Agreement may be governed and construed in accordance with the law prevailing in either of these jurisdictions as appropriate and the parties may instead submit to the jurisdiction of the Scottish or Northern Irish courts.

By submitting mortgage applications to Active Investments, you are confirming that you hold the required FCA permissions (if necessary), PI and DPA registrations, which are up to date and comply with all necessary regulations and requirements.

Treating Customers Fairly

Both parties agree to uphold and apply the spirit & explicit terms/conditions of the principles established by the FCA known as TCF.

Fees and Commission Payments

In consideration of the services to be performed by the Intermediary, it shall be entitled to receive such fees and commission as shall be agreed from time to time, as advised by Active Investments.

Active Investments reserves the right to change fees and commissions without prior notification.

Active Investments fees and commissions published outside of Active Investments (i.e. mortgage sourcing systems) cannot be guaranteed and it is the introducer's responsibility to confirm their accuracy. Active Investments cannot accept responsibility for any errors nor be held accountable for them.

Active Investments reserves the right to withhold any procurement or other fees if it is aware of any breach of the above obligations.

Appointed Representatives will have a binding agreement in place with its Principal, which permits them to provide applications received from their Appointed Representative to us.

Data Protection

The intermediary will comply with the Data Protection Act 1998, GDPR and any subsequent relevant regulations ongoing.

Money Laundering

The Intermediary will comply with all Money Laundering regulations and directives applicable to mortgage lending.

Non-Representative of Advice

The intermediary warrants that neither it, nor any of its management or employees, has led the client to believe that Active Investments is in a position to advise the client in any way, and in particular in respect of entering into, or not entering into, or varying terms of, any mortgage contract subject to regulation by the FCA. The Intermediary agrees and undertakes that neither it, nor any of its management or employees, will in future make any such representation.

Complaints Policy

Active Investments is committed to providing a high standard of service; however, if you are not satisfied with any aspect of our service, internal complaint handling procedures are in place to deal with any concerns effectively and in the correct manner. All complaints should be addressed, in writing, to the Robert Hershaw - Compliance Officer at Active Investments, First Floor, 6 Orpheus House, Calleva Park, Aldermaston RG7 8TA.

The Intermediary has read and understood these Terms of Business and agrees to comply with them in relation to Clients introduced to Active Investments. Submission of business to Active Investments following receipt of this document, is implicit acceptance of our Terms of Business.