



## Lead Adviser Terms & Conditions

The terms and conditions set out herein apply to any agreement between Mortgage-Insurance Services Ltd (MISL) and you to which MISL will refer mortgage, insurance or healthcare leads and opportunities it has identified, in consideration for which you shall pay to MISL the payments specified in paragraph 4.3 of these Terms and Conditions.

### Definitions

- 'The Commencement Date'** - the date specified in the Confirmation letter that the service starts from
- 'Confirmation letter'** - the letter that is sent by MISL to You confirming the date of the commencement of this Agreement
- 'Enquirer' or 'Interested Party'** - the person or persons who wish to be contacted by You to receive advice on a mortgages, insurance or healthcare.
- 'Lead'** - the e-mail containing details of the interested party and the mortgage information they have provided as part of MISL sales process
- 'MISL'** - Mortgage-Insurance Services Ltd or any of its Associated Companies
- 'Territory'** - the predefined geographic sub-division of England, Wales, Scotland and Northern Ireland
- 'You' or 'Your'** - the person, partnership or company to whom the Lead is sent
- 'Base Price Leads'** - Online Leads up to and including the value of £1,000,000.

### **Confirmation**

The agreement shall commence on the date specified in the Confirmation letter and shall continue until terminated in accordance with paragraph 5 below.

### **Obligations of MISL**

- 3.1** MISL reserves the right not to enter into an agreement with You, without explanation.
- 3.2** On acceptance MISL will send out a Confirmation letter that will start this agreement. The agreement will continue until terminated in accordance with paragraph 5 of these terms and conditions.
- 3.3** MISL will source leads through some of the websites powered by the MISL comparison websites. Through its website comparison tool and telephone assistance MISL will endeavor to assist to the fullest extent possible the potential applicant so that the lead results in business.
- 3.4** MISL will email the Lead swiftly to You without delay to the email address provided by You.
- 3.5** MISL cannot guarantee that the Lead will be converted into business.
- 3.6** MISL may send out questionnaires to You and/or the Enquirer with regards the Lead mechanism to obtain feedback.
- 3.7** MISL is not obliged to supply You with any Leads.

### **Your obligations**

- 4.1** The Leads will be delivered by email to You 24 hours a day. You will endeavor to

telephone the Enquirer within 3 hours, within normal business hours of receipt of the Lead to acknowledge the application and discuss the Enquirer's requirements.

**4.2** You will be responsible for all dealings with the Enquirer once MISL has referred the Lead to You. You should make it clear to the Enquirer that you are acting as an independent adviser and shall at no time present yourself as an agent of MISL, or the website that sourced the Lead, any other lender or any other agent or group company.

**4.3** You shall pay the sum, as described in MISL current price list (available on request), demanded for each Lead once the Lead is converted into business. MISL shall invoice you once the business has completed. Pricing for the Leads will be reviewed on a regular basis. You will be notified of any change to the fee by email subject to at least 10 working days notice. Each Lead, sent to You by MISL, must Only be serviced by yourself or representative of your company or the company You work for. You must not up sell Leads without the prior knowledge and agreement of MISL.

**4.4** You must allow MISL to market your business in your locality within local newspapers, or suitable directories at the discretion of MISL

**4.5** You must co-operate with MISL with regards to feedback and must return any questionnaires sent out by MISL within 7 working days of receipt.

**4.6** In performing Your obligations under this agreement, in connection with MISL, You shall act in good faith, exercise all the due skill, care and diligence that would be expected of a professional independent advisor. You shall ensure that Your conduct of business in connection with MISL and the scheme shall comply with all applicable rules and requirements. You shall not act in a way that could have an adverse effect on the reputation of MISL or the website from where the Lead was sourced or any other company.

**4.7** You must immediately notify MISL of any revocation or alteration to any licenses, memberships and/or authorisations which may affect your ability to perform your obligations under this agreement.

**4.8** In consideration of the introduction of Leads, You agree to indemnify MISL, and all associated companies of MISL against all damages, claims, expenses and other costs incurred or as a result of the introduction of interested parties to you whether during or after the termination of this agreement.

**4.9** It is the intention of the parties that the indemnity will continue to exist during any relevant limitation period notwithstanding the termination of this agreement for any reason.

## **Termination**

**5.1** Either party may terminate this agreement by serving "28 days" notice, in writing, or by emailing such notice to the other.

**5.2** All terminations will be acknowledged and confirmed by MISL by email.

## **Effect of Termination**

**6.1** In the event that You fail to make payments for Leads in accordance with this agreement but are owed at the same time monies by MISL, or any of its associated companies, then You irrevocably consent to MISL setting off those monies owed against those sums owed by them to You.

**6.2** Upon giving notice to terminate your agreement with MISL, in accordance with section 5 above, MISL may continue to provide You with Leads, which You will pay for until the notice period has expired.

## **Disclaimer**

MISL gives no warranties, express or implied, in respect of any information contained on websites powered by quotes4all.biz and You agree to accept that the

information is to MISL reasonable standards and does not obviate the necessity of You checking all the information provided in giving advice to the Enquirer.

### **Events beyond our control**

MISL shall not be liable to You for any breach of these terms and conditions of use or any failure to provide or delay in providing our services through our website resulting from any event or circumstances beyond our reasonable control including, without limitation, breakdown of systems or network access, fire, explosion or accident.

### **Governing Law**

The contract between us shall be governed by and interpreted in accordance with Scottish law and the Scottish courts shall have jurisdiction to resolve any dispute between us.

### **Unenforceability**

The enforceability or otherwise of any provisions of these terms and conditions shall not affect the enforceability of the rest of these terms and conditions.

### **Exclusion of third party rights**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the parties to this agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.