

If you have any questions please get in touch on **0800 294 6850** or at **sales@octopus-realestate.com**

Octopus Business
Development Manager

Section 1 – Intermediary Details

Company/firm
name*

Additional
trading name(s)*

*Please indicate under which name cases will be submitted. Please note it is important that these details are consistent with deal submission.

Principal place of business

(If this is not the same
as shown on the FCA
Register, please explain)

Postcode

Registered office

(If different from the above)

Postcode

Sole Trader Partnership Limited Liability Partnership (LLP)
Limited Company Public Limited Company

Primary Director

Secondary Director

Title

(Mr/Mrs/Miss/Ms/Other)

First name(s)

Last name

Date of birth

DD/MM/YYYY

Country code Telephone number

Country code Telephone number

Telephone numbers

Primary:

Primary:

Email address

Section 2 – Additional Contact Details

First Contact

Second Contact

Title

(Mr/Mrs/Miss/Ms/Other)

First name(s)

Last name

Country code Telephone number

Country code Telephone number

Telephone numbers

Primary:

Primary:

Secondary:

Secondary:

Email address

Section 3 – Regulatory Details and Affiliations

FCA regulation – authorisation

Are you directly authorised by the FCA?	Yes	No	FCA number
Are you a Network/Mortgage Club?	Yes	No	FCA number
Are you an appointed representative of an authorised Network/Mortgage Club?	Yes	No	Name of Network/Mortgage Club Network/Mortgage Club FCA number

FCA regulation – other

Do you package on behalf of authorised intermediaries?	Yes	No	(if yes, please provide separately full details of existing arrangements)
Has an application to the FCA or any other regulator ever been declined or deferred or has a regulator ever terminated an authorisation?	Yes	No	(If yes, please give full details)

Affiliations

To which trade bodies are you affiliated?	NACFB	AMI	(If other, please give details)
	FIBA	Other	

Section 4 – Bank Details (commission to be paid into)

Sort code	Account number	Bank address
Account holder name		
Bank or building society name	Postcode	
Building society roll number (if applicable)		
Bridgeco Limited (“The Company”) may write to obtain references in the absence of trade body membership/regulatory approval and/or where any disclosures may warrant further enquiries.		

Section 5 – Data Protection Compliance

Are you aware of and are you compliant with the provisions of Data Protection Laws (as defined in paragraph 7 below)?	Yes	No
Have you registered with the Information Commissioners Office (ICO)?	Yes	No
Please give ICO registration number		

Terms and conditions

1. This application is made by the intermediary named overleaf ("You"). Once accepted by Octopus Real Estate, which is the trading name of each subsidiary company and subsidiary undertaking from time to time of [Octopus Investments Limited], including, without limitation, Bridgeco Ltd, Fern Trading Ltd and Octopus Property Lending Ltd ("we/us"), a contract will be created between You and Us which incorporates all the terms shown on any page of this document.

2. We reserve the right to reject any application for a loan.

3. We will pay commission in respect of completed deals on the scale agreed with your Octopus Business Development Manager. The commission payable may be varied from time to time and we will write to you with updates as appropriate.

4. If You need to make any changes to this agreement, please notify us in writing on company headed paper.

5. If You deal with any work requiring authorisation under the Financial Services and Markets Act or any other legislation, You must maintain proper authorisation from the Financial Conduct Authority and/or any other relevant body. You must produce these to us for inspection when requested. You must notify us of any correspondence you receive from any relevant enforcement or regulatory body which alleges any failure by You to observe their requirements. You must also notify us of any events known to You which might give rise to such correspondence if those events were known to the relevant authority or regulator.

6. Where You are introducing any loan to Us including Consumer Credit exempt loans You warrant that you will comply with all regulatory requirements and obligations.

7. You must ensure that all your advertising literature, application documents and all procedures whether relating to work before or after a loan is made comply with all requirements of the law and of regulatory bodies relating to the provision of loans. You will need to consider in particular the various provisions made under the Consumer Credit Act, the fair processing information provisions of the Data Protection Act 1998, the EU General Data Protection Regulation (Regulation (EU) 2016/679) (from and including 25 May 2018) any other applicable law in any relevant jurisdiction that applies to the processing of data relating to living persons, in each case as amended or replaced from time to time ("Data Protection Laws"), and the guidance issued by the Office of the Information Commissioner, the provisions of the Financial Conduct Authority handbook and all other relevant regulatory or trade bodies.

It is understood that understand that:

(i) Octopus Real Estate may pass information to financial and other organisations involved in fraud prevention to protect Octopus Real Estate from fraud and theft; and

(ii) if I/we give Octopus Real Estate false or inaccurate information and Octopus Real Estate suspect fraud, then Octopus Real Estate will record this.

8. The arrangement with us is not an exclusive one, so you may if you wish deal with other lenders or packagers and we may deal with any other introducers as we wish. Both of us may at any time write to the other and end this arrangement, no notice period being necessary. On any such termination, we shall be under no obligation to continue processing or considering any application previously submitted through you.

9. If you break any of these terms, you will indemnify us against all losses arising from such failure or breach, including the reasonable administrative and other costs of dealing with them. This indemnity will include any actual loss suffered and the full cost of our administrative time involved in handling the complaint, as well as the full amount of any professional or other fees or disbursements incurred in the course of dealing with the complaint.

10. This agreement will be reviewed on a quarterly basis and will be assessed based on the quality and volume of business transacted.

To: Octopus Real Estate

Credit Reference Agencies & Credit Searches

I/We agree and authorise Octopus Real Estate to:

(a) make searches of the records at fraud prevention agencies who may provide Octopus Real Estate with information; and,

(b) make such enquiries of any person or organization, as Octopus Real Estate considers necessary in connection with this application; and,

(c) pass information to financial and other organisations involved in fraud prevention to protect Octopus Real Estate from fraud and theft.

(d) I/We understand that if I/we give Octopus Real Estate false or inaccurate information and Octopus Real Estate suspect fraud, then Octopus Real Estate will record this.

I/We confirm that I/we have fairly and lawfully obtained the details of the individuals included in this application form, and am/are entitled to disclose such details to The Company in accordance with Data Protection Laws. Each party acknowledges that, for the purposes of Data Protection Laws, it is a data controller of personal data relating to these terms and that it independently of, and not jointly with, the other party, determines the purposes for which and the manner in which that personal data is, or is to be, processed I/We have notified all individuals whose personal data will be processed pursuant to this agreement that The Company holds such details and of the purposes for which the details will be processed.

Notwithstanding the preceding paragraph, you will be responsible for providing fair processing information to customers whose personal data we process pursuant to these terms, on behalf of both Octopus Real Estate and yourself. You will maintain a record of customers to whom you have provided fair processing information on behalf of Octopus Real Estate under this paragraph, and will make that record available to Octopus Real Estate on our reasonable request. Octopus Real Estate will provide you with a copy of the relevant fair processing information to be provided to customers under this paragraph.

Each party shall notify the other party as soon as reasonably practicable after becoming aware of any Data Breach and provide the other party with a reasonable description of that Data Breach promptly upon that information becoming available. Each party shall, at the request, cost and expense of the other party, provide reasonable assistance to the other party to mitigate any adverse effects of any Data Breach on that party's business and affected individuals. Neither party shall release or publish any notice, press release or report concerning the Data Breach without first consulting the other party, save that it may disclose a Data Breach to the extent required by applicable rules.

If an individual makes a written request to either party to exercise their rights of access, rectification or erasure, to restrict or object to processing of personal data or to data portability which relates directly or indirectly to the other party's processing of personal data, the receiving party shall promptly forward that request to the other party and at the request, cost and expense of the other party, provide reasonable assistance to the other party to respond that request in accordance with applicable deadlines under Data Protection Laws.

The Company may use and process, by any medium, the information in this application form and any other information The Company may acquire in relation to me/us and the individuals named in this application form for the purposes of assessing my/our application and, in the event of my/us being granted introducer facilities, for the purposes of administering and dealing with such introducer facilities. Such processing may include such enquiries as The Company thinks fit into the background of the business and its principals including making searches at one or more credit reference agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when: checking details on applications for credit and credit related or other facilities; managing credit and credit related accounts or facilities; recovering debt; checking details on proposals and claims for all types of insurance; checking details of job applicants and employees.

Each party shall, to the extent permitted by applicable rules, if it receives any complaint, notice or communication from a supervisory authority which relates directly or indirectly to other party's processing of personal data, or an actual or potential failure by the other party to comply with Data Protection Laws, promptly forward the complaint, notice or communication to other party and, at the other party's request, cost and expense, provide them with reasonable co-operation and assistance in relation to the same.

Section 6 – Declaration

I confirm that I am authorised to sign this application on behalf of the entity named below. I confirm that all information given in support of the application to enter this agreement is true, and I agree to the terms and conditions set out in paragraphs 1-10 of this application.

Company/firm name

Primary Director

Signature

Print name

Date

DD/MM/YYYY

Secondary Director

Signature

Print name

Date

DD/MM/YYYY

Octopus Real Estate, 33 Holborn, London EC1N 2HT | T: 0800 294 6850 | sales@octopus-realestate.com | octopus-realestate.com

Octopus Real Estate is the trading name of Octopus Investments Ltd (Reg No 03942880), Bridgeco Ltd (Reg No 6629989), Fern Trading Ltd (Reg No 6447318), Nino Ltd (Reg No 9015082), Octopus Healthcare Development Ltd (Reg No 03788979) and Octopus Co-Lend Limited (Reg No 8913299), all registered in England & Wales at: 33 Holborn, London, EC1N 2HT, and Octopus Real Estate S.ar.l. (Reg No B189290) registered in Luxembourg at: 412F, Route d'Esch, Grand Duchy of Luxembourg, 2086, Luxembourg. Octopus Investments Ltd and Octopus Co-Lend Ltd are authorised and regulated by the Financial Conduct Authority.

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