

The Thistle Introducer Agreement can be reviewed below and is also available for download as a PDF from the link above. We offer our Introducers a private client service and market leading fee share. Please give head office a call on 0131 285 4778 to find out more and discuss introducing business to Mark Dyason t/a Thistle Finance in more detail.

For the purpose of this agreement Thistle Finance is deemed to mean and represent Mark Dayson t/a Thistle Finance.

1. AGREEMENT OVERVIEW

This agreement applies to Introducers registering with Mark Dyason t/a Thistle Finance for the purpose of submitting mortgage applications via any means.

2. PARTIES TO THIS AGREEMENT

The Introducer:

Registered in England / Scotland company number

AND

Mark Dyason t/a Thistle Finance

47 Craigmount Avenue North

Edinburgh

EH12 8DN

Authorised and regulated by the FCA – Permission Number 607668

The Introducer who will submit or refer mortgage applications to the master broker and agrees to be bound by the terms and conditions of this agreement (the Agreement)

3. PRODUCTS AND SERVICES

Access to our mortgage lender panel – Mortgage products from a range of lenders widely regarded as representing vast range of the mortgage broking market. This will occasionally include “exclusive” products which will be available to qualifying introducers only.

Packaging – We are authorised by the lenders on our panel to apply their underwriting criteria and obtain all evidence and information needed to support the mortgage being applied for. This service includes compliance monitoring regardless of which party is taking responsibility for the advice.

4. RESPONSIBILITY FOR SUITABLE ADVICE

We accept business from Brokers in 2 channels:

(a) Mark Dyason t/a Thistle Finance ADVICE – the Introducer supplies the enquiry and Mark Dyason t/a Thistle Finance takes responsibility for the advice as well as functioning as a mortgage packager.

(b) BROKER ADVICE / PACKAGING – the Introducer supplies the enquiry and takes responsibility for the advice. Mark Dyason t/a Thistle Finance functions only as a mortgage packager offering a business to business service to the Introducer.

For the avoidance of doubt suitable advice provided by Mark Dyason t/a Thistle Finance is deemed to mean:

Recommendation of a mortgage product from our lenders product range, which is available to the client, having taken all relevant factors in to account which can clearly be shown to be in the client's best interests.

Recommendation of a mortgage product which embraces and complies with the spirit and explicit terms/conditions of applicable legislation featured within MCOB.

Recommendation of a mortgage product which does not result in client detriment when compared with:

- (a) An alternative mortgage product from the range available to the client from our lender panel
- (b) Deciding not to proceed with the mortgage

5. TREATING CUSTOMERS FAIRLY

Both parties agree to uphold and apply the spirit and explicit terms and conditions of the principles established by the FCA known as TCF. For the avoidance of doubt these are:

- Consumers can be confident that they are dealing with firms where the fair treatment of customers is central to the corporate culture.
- Products and services marketed and sold in the retail market are designed to meet the needs of identified consumer groups and are targeted accordingly.
- Consumers are provided with clear information and are kept appropriately informed before, during and after the point of sale.
- Where consumers receive advice, the advice is suitable and takes account of their needs and circumstances.
- Consumers are provided with products that perform as firms have led them to expect, and the associated service is of an acceptable standard and as they have been led to expect.
- Consumers do not face unreasonable post-sale barriers imposed by firms to change product, switch provider, submit a claim or make a complaint.

6. OBLIGATIONS OF INTRODUCER

The Introducer agrees that it will:

- maintain in force all authorisations, consents, licences, registrations and permissions necessary to fulfil its obligations under this Agreement, including, but not limited to, appropriate FCA authorisation;
- conduct its business in accordance with Applicable Legislation;
- act in good faith and in an honest and proper manner such that it will not do anything which it might be reasonably expected to know is likely to be detrimental to the reputation or goodwill of Mark Dyason t/a Thistle Finance;
- permit Mark Dyason t/a Thistle Finance to undertake any due diligence on it that is considered necessary by Mark Dyason t/a Thistle Finance, including providing any information or documentation that is reasonably requested by Mark Dyason t/a Thistle Finance;
- provide such information, records or assistance as may be reasonably required by Mark Dyason t/a Thistle Finance in the event of a complaint, Subject Access Request (as defined by the DPA) or regulatory action or query;

7. OBLIGATIONS OF THISTLE

Mark Dyason t/a Thistle Finance agrees that:

- ownership of the on-going relationship with the Applicant remains with the introducer at all times and, in particular, Mark Dyason t/a Thistle Finance will not make proactive contact with the Applicant for marketing purposes;
- any attempt by an Applicant to seek future services direct from Mark Dyason t/a Thistle Finance will be refused and Mark Dyason t/a Thistle Finance will refer the Applicant back to the Introducer if such contact from the Applicant occurs.

8. MULTIPLE USERS OF INTRODUCERS ACCOUNT

Where multiple users of one Introducer account are required clear definition of the status and authority of the user will be needed. These will typically be:

- Principal – usually the business owner and the person holding FCA permissions.
- Appointed Representative – an employee or sub contract worker of the Principal using the Principal's permissions
- Agent – typically of self-employed status with a commercial relationship with the Principal and using the Principal's permissions

The formal relationship being established by this agreement is between Mark Dyason t/a Thistle Finance and the Principal. The products and services on offer may be made available to a Principal's Appointed Representative or Agent on the strict understanding that the following conditions are met:

The requirements of FCA regulations are met in full. The Principal takes full responsibility for the actions of the Appointed Representative or Agent and ensures compliance at all times.

Remuneration will be paid directly to the Principal unless explicitly agreed otherwise

9. REMUNERATION

Subject to compliance with the terms of this Agreement, Mark Dyason t/a Thistle Finance will pay the Introducer commission ("Commission") revenue for each Successful Applicant as detailed in fee agreement for the case.

Typically, 50% of any procurement fees paid by the lender and 50% of any brokerage fee charged by Mark Dyason t/a Thistle Finance.

Arrangement fees charged at the point of application will be retained in their entirety by Mark Dyason t/a Thistle Finance.

Commission will be paid to the Introducer by Mark Dyason t/a Thistle Finance within 14 days of receipt of the Revenue from the relevant lender.

Commission payments are inclusive of VAT. (Where applicable)

This clause will be reviewed by Mark Dyason t/a Thistle Finance on each 12-month anniversary of the date of this Agreement and Commission payable may be varied as a result of each review, such variation to be notified promptly in writing to the Introducer by Mark Dyason t/a Thistle Finance.

10. SCOPE OF SERVICE

Mark Dyason t/a Thistle Finance aims to offer Introducers simple access to a comprehensive set of products and services.

In the interests of clarity, Mark Dyason t/a Thistle Finance will offer:

- Specialist 1st mortgage as packager in respect of a limited number of lenders. This is a business to business administrative service designed to support brokers with access to specialist products
- Specialist 1st mortgage advised sale in respect of a limited number of lenders
- Access to a wide range of the second charge mortgage market
- Second Charge sales on an advised basis. Responsibility for advice can be taken by Mark Dyason t/a Thistle Finance or Introducing broker
- Broker for both regulated and un regulated products (bridging, commercial and asset finance products) Advised sale on regulated products available

In every case Mark Dyason t/a Thistle Finance, will make it clear during the enquiry process and in writing to the Introducer and borrower the scope of its services, advice and responsibility. The following clauses are acknowledged and accepted by Introducers for each and every enquiry as applicable.

Where Mark Dyason t/a Thistle Finance is offering a broker advice / packaging service on behalf of an introducer it takes no responsibility for the suitability of that product. Suitability of the product offered remains entirely with the Introducer.

Where Mark Dyason t/a Thistle Finance is offering a client advice and advising on Mark Dyason t/a Thistle Finance sourced products, it will only be responsible for the advice on products within its defined scope and for ensuring the product is suitable in general terms. It will not compare or advise on suitability compared to products outside Mark Dyason t/a Thistle Finance scope or offered separately by the Introducer.

Where the Introducer is introducing customers to Mark Dyason t/a Thistle Finance on a Thistle advice or Broker advice / Packaging basis the Introducer will remain responsible for ensuring suitability of any Thistle sourced products when compared to its own products and scope of services. Mark Dyason t/a Thistle Finance will not be responsible for matters resulting from Introducers failing to identify more suitable products within the Introducers own range of products.

Where an FCA regulated mortgage introducer asks Mark Dyason t/a Thistle Finance to provide a Mark Dyason t/a Thistle Finance advice service the Introducer warrants that it considers a Mark Dyason t/a Thistle Finance sourced product more suitable than the products available within its own scope and does not require Mark Dyason t/a Thistle Finance to widen the scope of its advice beyond the specific product requested at the time. For example, where an Introducer arranges regulated first mortgages and asks Mark Dyason t/a Thistle Finance to provide Mark Dyason t/a Thistle Finance advice from its range of second charge mortgages the Introducer does not expect or require Mark Dyason t/a Thistle Finance to consider or advise on first mortgage products.

Following an introduction to Mark Dyason t/a Thistle Finance where Mark Dyason t/a Thistle Finance advice is being offered Introducers warrant that they will monitor the Mark Dyason t/a Thistle Finance sourced product being offered to ensure that it remains more suitable than products available within the Introducer's scope of services.

11. FCA PERMISSIONS

All Mark Dyason t/a Thistle Finance Introducers must hold valid FCA permission for the business to be transacted. Mark Dyason t/a Thistle Finance will take steps to evidence this at the outset. The Introducer must inform Mark Dyason t/a Thistle Finance immediately in the event that permissions held are revoked, expire or in some other way become or threaten to become invalid.

Each party will ensure that its conduct is limited to the permissions it holds.

12. DATA PROCESSING AND TRANSFER

The parties acknowledge that for the purposes of the DPA, when the Introducer supplies Mark Dyason t/a Thistle Finance with Applicant Data, Mark Dyason t/a Thistle Finance will be the Data Controller of any Personal Data contained in that Applicant Data (as the two former terms are defined by the DPA).

The parties acknowledge to undertake and comply with all of the obligations under the Data Protection Act 1998 (the "DPA"), as amended from time to time, and we both agree that we shall at all times keep confidential all confidential information acquired in consequence of this Agreement, except for information which we both are bound to disclose under compulsion of law or by request of regulatory agencies or to our professional advisers.

13. INDEMNITY

- (a) Subject to 4(b), the Introducer agrees that it will indemnify Mark Dyason t/a Thistle Finance against all losses, costs, claims, and expenses made against or incurred by Mark Dyason t/a Thistle Finance as a result of a breach of the terms of this Agreement by, or the negligent or wrongful act or omission of, the Introducer;
- (b) Nothing in this Agreement excludes or limits the liability of either party for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

Mark Dyason t/a Thistle Finance shall have no liability under any circumstances for a breach by the Introducer of MCOB or any legislation applicable to the provision of the products and services covered by this agreement.

14. FORCE MAJEURE

Any party that is subject to a Force Majeure event shall not be in breach of this agreement provided that:

It promptly issues an event notice in writing of the nature and extent of the event causing the failure or delay in performance.

It has used all reasonable endeavours to mitigate the effect of the event and to continue with its obligations as defined by this agreement as soon as practicably possible.

Both parties seek to minimise the detrimental effect of an event and meet within 7 days from the delivery of an event notice to agree on suitable recovery action.

15. TERMINATION

- a) Either party may terminate this Agreement by giving the other party not less than 14 days' notice in writing.
- b) This agreement may be terminated immediately by a party giving written notice to the other party if:
- i) the other party commits a material breach of a material term of this Agreement and fails to remedy that breach within 14 days of being notified in writing to do so;
 - ii) the other party is liquidated or wound-up, or has a receiver or administrator appointed, or makes or seeks to make an arrangement with its creditors or, being an individual, is declared bankrupt;
 - iii) The other party fails to maintain in force any of the authorisations, consents, licenses, registrations and permissions.
- c) Termination of this Agreement is without prejudice to the rights of either party in respect of any Applicant Data referred to Mark Dyason t/a Thistle Finance by the Introducer before the date of termination.

16. CONFIDENTIALITY

For both the duration of this Agreement and after its termination, the parties agree to keep confidential all information relating to the fact and terms of this Agreement and to any information obtained about the business of the other party in the course of performing its obligations under this Agreement, and agree not to disclose any such information to any third party, other than to any relevant regulatory authority or for the purpose of enforcing rights under this agreement or as required by law.

17. COMPLAINTS AND DISPUTE RESOLUTION

Any dispute, complaint, question or difference which you wish to raise in relation to the terms of this Agreement should be addressed to:

Managing Director, Mark Dyason t/a Thistle Finance
47 Craigmount Avenue North
Edinburgh, EH12 8DN
0131 285 4778

19. CHANGE OF INFORMATION

You must notify Mark Dyason t/a Thistle Finance immediately in writing of any changes to your circumstances such as change of address, legal entity, trading status, engaging in other business activities, change in related regulated activities or other material facts. You shall notify us as soon as reasonably practicable as (and not later than 5 working days) with the FCA details of each Advisor together with any change in those details including (but not limited to) details of each Advisor joining and leaving your firm.

20. ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements relating to its subject matter.

21. VARIATION

Variations made under this Agreement may only be varied with the agreement of both parties in writing.

22. LAW AND JURISDICTION

This Agreement is governed by the law of England and Wales. We agree to be bound by the above terms. I confirm that I am authorised to sign this agreement on behalf of the company named on this agreement.

BROKER CONSENT & DECLARATION

I / We are aware that it is an offence knowingly to provide false, misleading or inaccurate information when applying for a loan on behalf of my clients.

I / We authorise Mark Dyason t/a Thistle Finance or its associated companies to carry out whatever credit checks and investigations that it deems appropriate, including but not limited to obtaining reports from credit reference agencies on my clients or anyone financially linked or related to my clients. This information may be disclosed to a credit reference agency which may keep a record of that information.

Data Protection: in addition to disclosures we might be required to make by law, you authorise us to use the information in this form and any additional information that you supply us for our business purposes and you further authorise us to pass on this information to such other third parties as we deem necessary for the furtherance for processing of this transaction and any other related and / or future transactions with you / your client or any party associated with you / your clients.

Print name

Signature

Date

By ticking this box I agree all the above.
Please accept this as my signature.

Your Information: From time to time we would like to send you information about Mark Dyason t/a Thistle Finance products and services we believe may be of interest. If you would like to receive this information please opt-in by ticking the following box:

Mark Dyason t/a Thistle Finance Ltd · Call 0131 285 4778 · www.thistlefinance.com

THINK CAREFULLY BEFORE SECURING OTHER DEBTS AGAINST YOUR HOME. YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON A MORTGAGE OR ANY OTHER DEBT SECURED ON IT.

Thistle Finance Ltd is a trading style of Mark Dyason who is authorised and regulated by the Financial Conduct Authority (607668). You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.