

FCA Registered INTERMEDIARY Registration Guide

This document provides the process that will be used to allow Offa to accept Finance applications from Financial Intermediaries.

2 THE INTERMEDIARY

Any application received from an intermediary by Offa, must come from an appropriately authorised mortgage intermediary, IFA or Wealth Manager.

As Offa will only work with Intermediaries approved to be part of our Panel, approval is required if a new Intermediary is to be added to the existing panel.

Prospective applications to join the panel will be reviewed following submission and full assessment of the application will be carried out.

2.1 Authorised intermediary must fit into one of the following categories:

- *Directly Authorised Mortgage Intermediary*
- *Independent Financial Adviser*
- *Independent Commercial Intermediary/Master Broker*
- *Authorised Wealth Manager*
- *FCA registered mortgage clubs*
- *FCA registered Networks*

2.2 Required Authorisations for FCA Registered

All intermediaries must have at least one of the following authorisations:

- *Part Four FCA advice permissions (such as, permission to conduct credit broking, permission to consumer BTL is not required)*
- *Be on the FCA register of authorised intermediaries*
- *Appointed Representative of an FCA approved Mortgage Network*

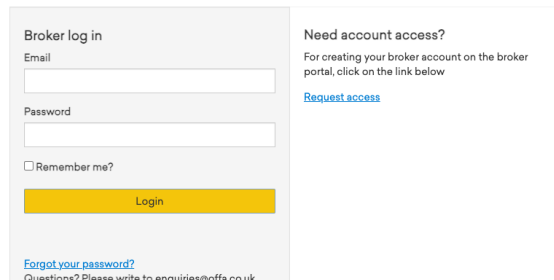
2.3 Consumer BTL and Foreign Currency BTL

Offa will not accept applications for Consumer Buy to Let or Foreign Currency Buy to Let from any intermediary source.

2.4 How does an intermediary apply to be on Offa's Intermediary panel?

Once an intermediary has indicated that they wish to be on Offa's Intermediary panel they will

- Complete the Intermediary application form on Offa's website.



The screenshot shows a web interface with two main sections. On the left, under 'Broker log in', there are input fields for 'Email' and 'Password', a 'Remember me?' checkbox, a yellow 'Login' button, and a link for 'Forgot your password?'. Below this is a question mark icon and the text 'Questions? Please write to enquiries@offa.co.uk'. On the right, under 'Need account access?', there is a paragraph: 'For creating your broker account on the broker portal, click on the link below' followed by a blue link 'Request access'.

- Intermediary will receive an email confirming their application has been received by Offa.
- A member of Offa's team will contact the intermediary for further information if required.
- The intermediary will receive an acceptance or rejection email
- Acceptance email will contain login access where intermediary will be required to complete the username and password.

3.0 Step by step process

FCA registered intermediary can register as an

- Administrator role
- Broker /intermediary
- Network
- Mortgage Club

Ready to register? Click here: <https://app-offa-test-frontend-sit.azurewebsites.net/Portal/PreLogon/DisplayForm?formName=Site%20-%20Terms%20And%20Conditions>

3.1 Registering the Administrator Role (DA Firms):

1. Click on "Request Access"

2. Accepting Terms and Conditions:

- Click **“Yes”** to accept Terms and Conditions
- Click **“Next”**

3. Click on **“FCA Regulated broker”**

New Organisation

Which of these options best describes your organisation?

4. Complete company details:

5. Create Password and Click **“Request Access”**

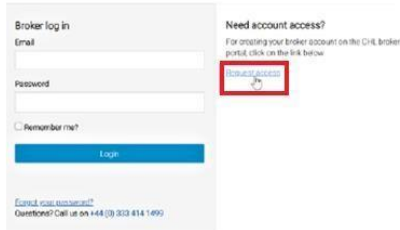
6. Email is sent to your inbox explaining what to do next

- Please click on the link in the email to progress the registration process and to validate your email account.

7. The account will be registered within 48 hours (normally its quicker)

3.2 Registering the Administrator Role (AR Firms):

1. Click on **“Request Access”**



2. Accepting Terms and Conditions:

- Click **“Yes”** to accept Terms and Conditions
- Click **“Next”**



New User

Please select one of the options

- Join An Existing Firm >
- Register New Firm >

3. Click on **“Member of a Network ”**

New Organisation

Which of these options best describes your organisation?

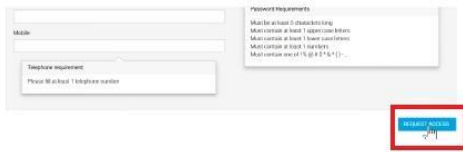
- FCA Regulated Broker >
- Member of a Network >

4. Complete company details:

Please confirm your details

Trading Name *	Postcode *
Trading Type *	Address Line 1 *
FCA Registration Number *	Address Line 2
	Address Line 3
	City *
	County *

5. Create Password and Click **“Request Access”**



6. Email is sent to your inbox explaining what to do next

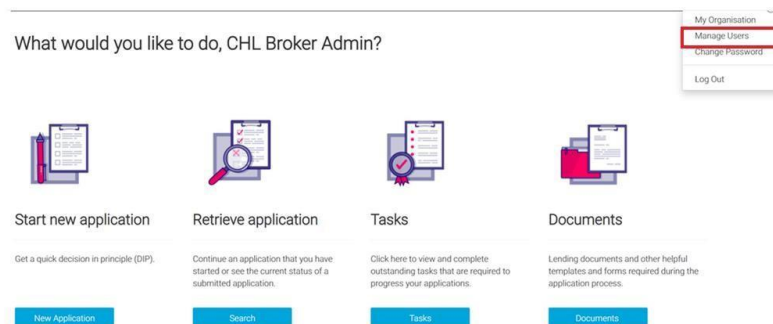
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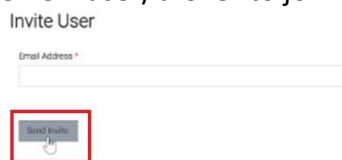
4.2 Registering the Broker (DA & AR Firms):

The Administrator can then register/invite Brokers to join and work in the BTL Originations platform by following the below process:

1. Administrator Click **“Manage Users”** from the dropdown at the right of the screen



2. Invite new user/broker to join by Clicking on **“Send Invite”**



- *The invited user/broker receives an email notifying that they have been invited to join.*
- *Broker receives email – You have been invited to join Offa. Please click on the Link to begin the process.*

5 NETWORKS AND MORTGAGE CLUBS

When Offa is looking to appoint a mortgage network or a mortgage club to our panel of approved intermediaries, we need to adopt a slightly different approach to assessing and registering them.

The reason for this is that with networks, Offa verifies the organisation rather than the individual intermediaries. The normal verification process should be followed with the following additions:

Appendix One – Intermediary Terms of Business

Terms and Conditions for Introducer

A. Introduction

1. All business and dealings between You as an introducer (an **Introducer**) and Us, as well as Your use of Our website (the **Website**) to refer customers are subject to the following terms (the **Terms**, as the same may be amended or modified from time to time).
2. By introducing customers to us via Our Website or via Us directly, You are deemed to accept these Terms.
3. Should You fail to follow these Terms, We reserve the right to withdraw Your ability to introduce to us, in addition to any other right or remedy We might exercise.

B. Interpretation

1. The terms “**we**,” “**us**” and “**our**” (whether or not capitalised) refer to Offa and where necessary or relevant the Offa Group.
2. The terms “**you**” and “**your**” (whether or not capitalised) refer to You as an Introducer.
3. The words “**include**” and “**including**” are used to mean by way of illustration or emphasis only and shall not limit, nor shall they take effect as limiting, the generality of any foregoing words.
4. References in these Terms to:

- (a) Offa and any other entity shall, where relevant, be deemed to be references to or to include, as appropriate, their respective lawful successors, assignees or transferees;
- (b) any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended or any subordinate legislation made from time to time under it;
- (c) a rule, standard, code, guidance or similar binding or accepted principle is to the same as amended, modified or replaced from time to time;
- (d) an agreement or other document is to the same as amended, modified or replaced from time to time;
- (e) any “**person**” shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality;
- (f) one gender include all genders;
- (g) the singular shall include the plural and vice versa; and
- (h) “**writing**” or “**written**” includes any method of reproducing words in a legible form.

C. Definitions

Affiliate means, in respect of a Party, any person or entity Controlling, Controlled by or under common Control with such Party.

Applicable Law means:

- (a) any statute, regulation, by law, ordinance or subordinate legislation which is in force;
- (b) the common law as applicable to a Party;
- (c) any binding court order, judgement or decree applicable to any Party; (d) any applicable policy, rule, guidance issued by a Regulator; or (e) any applicable and generally accepted industry code or standard.

Applicant means each individual who You introduce to Us.

Confidential Information means any information disclosed or supplied by Us to You or vice versa in connection with these Terms and any other conditions or facts relevant to these Terms.

Control means, in respect of an entity, the power to direct or cause the direction of the management and policies of such an entity. Without limitation to the foregoing, any entity owning more than 30% of the voting securities of a second entity shall be deemed to control that second entity. The terms “**Controlling**” and “**Controlled**” shall have a corresponding meaning.

Data Controller and **Data Processor** have the meaning given to them in the GDPR.

Data Protection Laws means all laws relating to data protection and privacy which are from time to time applicable to the Parties, including:

- (a) the GDPR and all related national laws, regulations and secondary legislation, including the Data Protection Act 2018;
- (b) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426); and
- (c) all other industry guidelines (whether statutory or non-statutory) or codes of practice issued by the office of the Information Commissioner relating to the processing of Personal Data or privacy or any amendments and re-enactments thereof.

FCA means the Financial Conduct Authority and any successor body.

FSMA means the Financial Services and Markets Act 2000 (as amended from time to time).

GDPR means the EU General Data Protection Regulations 2016/679.

Insolvency Event means in respect of a Party, one or more of the following events affecting it:

- (a) it stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due;
- (b) the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (c) a moratorium is declared in respect of any of its indebtedness;

- (d) any action, proceedings, procedure or step is taken for its winding up, dissolution, administration or reorganisation (unless using a voluntary arrangement, scheme of arrangement or otherwise);
- (e) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of it or any of its assets;
- (f) the enforcement of any security over any of its assets;
- (g) it enters into any composition, compromise, assignment or arrangement with one or more of its creditors with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties); or
- (h) it is subject to an event analogous to (a) to (g) above in any other jurisdiction.

Introducer has the meaning given to it on page 1 of these Terms.

Offa means Offa Holdings Limited.

Offa Group means Offa, its subsidiary undertakings, its parent undertakings, any other subsidiary undertakings or its parent undertakings and any other undertakings with which Offa has a close connection as notified by Offa to You from time to time. The terms “**subsidiary undertaking**” and “**parent undertaking**” have the meaning given to them in the Companies Act 2006.

Party means You or Us as the case may be and “**Parties**” means You and Us.

Personal Data has the meaning given to it in the GDPR.

Personnel means directors, employees, contract staff, independent contractors and other individuals engaged to fulfil your duties in connection with these Terms.

Plan means one of Our Buy-to-Let Purchase Plans.

Plan Applicant means any introduction of an Applicant which leads to an application by the Applicant to Us for or in connection with a Plan, including an application for a decision in principle, a new Plan, a product transfer or a further advance.

Website has the meaning given to it on page 1 of these Terms.

PRA means the Prudential Regulation Authority and any successor body.

Process and **Processing** have the meanings given to them in the GDPR.

Regulator means the PRA, the FCA and any other professional or government body appointed to regulate or supervise any aspect or area of Our or Your business.

D. General terms as to Applications and your appointment

1. You may introduce us to Us Plan Applicants. We may (but are not obliged to) arrange and make financing available to these Applicants.
2. You must register fully with Us using the Website before introducing a Plan Applicant.
3. You acknowledge that your appointment as an Introducer is not an exclusive one in any way and We may appoint others to provide services similar to those You provide.
4. You acknowledge that We make no commitment to You as to volume of business or fees to be derived from these Terms.

5. You will not act as Our agent when promoting Our products or when introducing Plan Applicants to Us and You acknowledge and accept that You

do not have the authority to bind Us in anyway. You must inform the Applicant of this fact.

6. You agree that nothing in these Terms is intended to, or will operate to, create a partnership between the Parties, or to authorise either Party to act as agent for the other. Further, neither Party will have authority to act in the name or on behalf of or otherwise to bind the other in any way.

E. Compliance

1. You will comply with all Applicable Laws and regulations in relation to advising on and arranging Plan Applications. As you do not have the necessary FCA permission, you will not be advising the Applicant and are limited to only introduce the Applicant to Us. Any action by You which breaches Applicable Laws is solely Your responsibility;
2. You will be responsible for all of Your advertisements and other publicity and will ensure that such advertisements and other publicity are compliant with all Applicable Laws and regulatory requirements.
3. You will conduct all business pursuant to these Terms with reasonable skill and care and with the utmost integrity at all times in accordance with good industry practice.
4. You are responsible to comply to Data Protection Laws when dealing with Applicant's Personal Data. You are also responsible for the Processing of Applicant's Personal Data until it is transmitted to Us, including ensuring that it goes to the intended recipient.
5. You will comply with all reasonable instructions given by Us in connection with a Plan Application.

F. Fees and Commission

1. We will pay any fees earned in relation to any Plan Application that You bring to Us and which results in Us offering to the Applicant the product requested or required under or in connection with that Applicant's Plan Application (a Plan).
2. Should We mistakenly pay any fees to You which You have not earned, then You agree that You will on demand repay the unearned fees. We reserve the right to withhold the payment of specific fees if We are notified that You are no longer the agent of an Applicant.
3. We may change the way fees are earned, the rates payable and the terms upon which We pay fees or commission at any time on 30 days' notice (which may be verbal), such notice to be confirmed in writing.

G. Your general obligations

1. You must have the Applicant's written authority to introduce on their behalf and to pass information to Us.

2. You must inform the Applicant that any personal information We hold about the Applicant will be held in accordance with Our applicable privacy notice or policy.
3. You will comply with all Our relevant applications procedures as notified by Us to You from time to time.
4. You will not do, or omit to do, anything which would be reasonably likely to:
 - (a) adversely affect any authorisation, licence, consent, or permission; necessary or desirable for the conduct of Our business;
 - (b) cause Us to be in breach of the Applicable Laws; or
 - (c) cause any Plan granted by Us to be unenforceable.
5. You must notify Us in writing as soon as reasonably practicable if (and to the extent permitted by law or regulation in (c) and (d) below):
 - (a) as an individual Introducer, You are charged with or convicted of any offence involving fraud or dishonesty;
 - (b) as a corporate Introducer, You are subject to an Insolvency Event;
 - (c) You or any of your personnel are formally investigated by a Regulator, whether or not that investigation proceeds and provide Us with details of the investigation;
 - (d) You, or any Personnel, are disciplined by a Regulator;
 - (e) You make or suffer a material change to your business; or
 - (f) You are reasonably unlikely to comply with any provision of these Terms.
6. You will not use any of Our intellectual property rights (including any name, logo, slogan, sign, image, trademark, and trade name) without Our prior written consent. These Terms will not operate to assign any title or interest in any such intellectual property rights belonging to Us.
7. You agree that You will be responsible for effecting and maintaining appropriate record keeping procedures in compliance to Data Protection Laws.
8. You must inform each Applicant of Your own privacy practices which are separate to Our privacy notice or policy Privacy Notice
9. You will ensure that all administrators You nominate to use the Website, do so strictly in accordance with these Terms as they apply to such administrators.
10. You will forward to Us details of any Applicant complaints and claims You receive in connection with Us or Our activities in a timely manner. For the avoidance of doubt We are responsible for product performance, application processing and post completion administration of the Plan.

H. Indemnity

You will indemnify Us against all losses, costs and/or expenses incurred by Us or any claims made against Us as a result of Your breach of these Terms.

I. Data Protection and Information Security

1. You agree to comply with Your obligations under the Data Protection Laws, including obtaining and keeping up to date any necessary registration with relevant authorities.
2. If either Party processes Personal Data under or in connection with these Term, then such Party shall comply with the relevant requirements of the Data Protection Laws.
3. Each Party has, and shall have, at all times during the validity of these Terms, the appropriate technical and organisational measures in place to protect any Personal Data that it processes against any unauthorised or unlawful processing and against accidental loss, destruction or damage.
4. Those measures shall include: (a) taking reasonable steps to ensure the reliability of any of its employees or agents which shall have access to the Personal Data processed under these Terms; and (b) only acting in accordance with the terms of these Terms, when processing Personal Data.
5. You shall notify Us promptly upon becoming aware of any actual, suspected or alleged loss, leak or unauthorised processing of any Personal Data by You or your Data Processors and shall (at your own cost) provide full co-operation and assistance to Us in respect of such event and take whatever action is necessary to minimise the impact of such event and prevent such event recurring.
6. You shall use reasonable endeavours to ensure that any Personal Data You provide to Us is accurate and up to date.
7. You will, where relevant, obtain any consents from Applicants and provide any notices to Applicants required under Data Protection Legislation to perform the obligations arising in relation to these Terms.
8. When You are performing activities involving the processing of the Personal Data for anything other than in accordance with these Terms You will do so as the data controller (and for the avoidance of doubt as a separate data controller not as a joint data controller).
9. Our processing of Your own personal data (arising under Our relationship with You) is governed by the provisions of the Schedule to these Terms (Our

processing of Your Personal Data), which provisions are incorporated into and forms part of these Terms.

J. Commencement and termination of Terms

1. These Terms shall take effect on the date You accept or are deemed to accept them under Clause A2 above and shall continue until either: (a) You terminated in accordance with the provisions of Clause J2 below.

2. We may, without prejudice to Our other rights or remedies, terminate these Terms: (a) if You are in breach of these Terms; or (b) for convenience and at any time.

3. Following termination, We shall:

- (a) pay outstanding amounts in due to You under these Terms in connection with Applications You have introduced to Us; and
- (b) inform You if any Applications already received will continue to be processed.

4. In the event of termination You shall:

- (a) return immediately to Us all documentation, information, records and intellectual property, whether in hard copy or electronic form, belonging to Us which You have in Your possession or under Your control;
- (b) immediately stop using any of Our trademarks and brands.; and
- (c) use all reasonable endeavours to ensure that any actions taken or activities carried out under these terms prior to termination are either addressed and managed to Our reasonable satisfaction, are transferred to Us or transferred to such other Party as We might specify.

5. Any termination of this Agreement will not affect the accrued rights and liabilities of either Party, and the provisions regarding confidentiality, data protection, indemnity, anti-bribery and corruption and governing law and jurisdiction shall continue to apply notwithstanding the termination of these Terms.

K. Confidentiality

1. You will, at all times, keep confidential all information relating to the administrative, financial, technical, marketing or operational arrangements or future business strategy of Our business that You obtain in the course of introducing applications to Us and dealing with these applications.

2. Other than the disclosure of information to any relevant regulatory authority at its request or as required under an Applicable Law, You agree not to disclose any of this confidential information to any third party, without Our prior written consent.

L. Anti-Bribery and Corruption Requirements

1. You undertake to comply with and perform Your services in accordance with the Bribery Act 2010 and any other applicable anti-bribery or anti-corruption laws.

2. You will not act, nor omit to act in any way that will lead to Us being in breach of the Bribery Act 2010 or any other applicable anti-corruption laws.
3. You will have your own anti-bribery and corruption policy or equivalent controls and ensure that your employees and subcontractors comply with the obligations.
4. You will, if requested and as soon as reasonably practicable, provide Us with relevant access and information in relation to Your anti-bribery and anti corruption policies and controls.
5. We may, with immediate effect, cease to undertake any further business and terminate these Terms with You if You or any person employed by it or acting on Your behalf (whether with or without Your knowledge) is in breach of the Bribery Act 2010 or of any other applicable anti-bribery or anti-corruption laws.
6. You shall assist Us in meeting Our obligations under Bribery Act 2010 and any other applicable anti-bribery or anti-corruption laws where appropriate.

M. Changes to these Terms

We reserve the right to publish new terms of business at any time without prior notification to You. Any such new Terms shall apply to all Applicants You introduce on or after the date those new Terms are published.

N. Governing Law and Jurisdiction

These Terms are governed by English law and the English courts shall have jurisdiction to hear any dispute about or in connection with these Terms.

Schedule: Our processing of Your Personal Data

1. We and other companies in the Offa Group will use Your information to pursue our legitimate business interests to manage Your relationship, provide Our services, for assessment and analysis (including market research), prevent and detect crime, carry out regulatory checks and meet Our obligations to any relevant regulatory authority, and to develop and improve Our services to You and Our customers and to protect Our interests.
2. By 'Your information' We mean any information about You or Your business that You or third parties provide to Us. We will contact You from time to time using the information provided, e.g. by email, text (or other messages), telephone, post or electronically.
3. We may pass Your information to people who: (i) provide a service to Us or are acting as Our agents; and/or (ii) who may contact You for market research purposes on the understanding that they will keep the information confidential.

4. Where You provide personal and financial information relating to others (e.g. partners or directors or prospective customers) You confirm that You have their consent or are otherwise entitled to provide this information to Us and for Us to use it for these purposes or, in the case of prospective customers, for the purpose of considering the provision of Our services.
5. When You register as an Introducer, We will contact various agencies to make identity, fraud and other enquiries about You. These agencies keep a record of Our enquiries and may record, use and give out information We give them to other lenders, insurers and other organisations.
6. If false or inaccurate information is provided, and suspected fraud is identified, We will notify the agencies accordingly.
7. This will also be the case if You are suspected of knowingly introducing fraudulent Applicants during Your relationship with Us. We and fraud prevention agencies will share Your information.
8. We and other organisations, including law enforcement agencies, may access and use this information to prevent and detect fraud, money laundering and other crimes. The information recorded by fraud prevention agencies may be accessed and used by organisations in the UK and in other countries. For further details on how Your data is managed by fraud prevention agencies, You can visit www.cifas.org.uk/privacy-notice.
9. We will retain information collected about You for as long as is necessary to fulfil the purposes for which it was collected, unless We are required by law to retain Your information for a longer period.