

The Terms On Which We Accept Business From You

It is agreed Guardian SL Limited trading as Guardian Homeloans (GHL) will process applications strictly on the following basis:

This agreement is between: Guardian SL Limited (GHL)
And Yourself – the introducer/Appointed agent (Agent)

1. The agent hereby appoints GHL to process loan applications as administrators only not engaged in the sales process. GHL undertake to process applications the Agent provides and on completion will pay commission in accordance with our current terms of business or as advised for individual transactions and which may vary from time to time. GHL cannot be held responsible for applications that do not complete for whatever reason.
2. GHL reserves the right to alter the terms and conditions under which commissions shall be paid to the Agent without giving prior notice. All stationery, advertising material or the like remain the property of and for the exclusive use of GHL.
3. The application submitted by the agent on behalf of a client will form the basis of the loan terms offered and the agent warrants the application to be a true and correct reflection of the clients circumstances and no information will knowingly be withheld that may affect the approval and granting of a loan.
4. The Agent agrees to abide by the regulations as contained in the Consumer Credit Act 1974 and 2006, the Financial Services Authority regulations concerning advertising, the selling of non investment insurance products and any other legislation that governs the marketing and administration of consumer finance and related insurance products. Particular importance should be placed upon:- a) prior written invitations before visiting a client's home, b) adhering to the advertising regulations c) adhering to the consideration periods as laid down in the Consumer Credit Act 1974 i.e. the agent must not contact the client with regard to their loan application for 17 days after we have received the application in our offices. d) Complaints received in relation to the financial product or it's administration procedures should be directed to the 'Complaints Department' at Guardian Homeloans Ltd. e) Treating the Customer Fairly (TCF), FSA regulation provides that each person dealing with the public in relation to any financial products treats that person in accordance with TCF guidelines. f) The charging of fees or costs to arrange the loan. See 5. below.
5. The Consumer Credit Act makes it illegal to make any charges (not included in the credit agreement) to the customer prior to or after completion of the loan (this includes survey fees, process charges and other costs). In most cases a fee will be charged by this company to defray setting up and administration costs and part of this fee will be paid to you. In certain cases where you have agreed with the customer an additional fee may be charged and paid in full to you providing we have the customers written consent and subject to our approval. This extra fee will be added to the fee we may charge and included in the total cost of the loan, these charges are then reflected in the APR shown to the customer on the credit agreement.
6. The Agent must be licensed under the Consumer Credit Act 1974 and 2006 to enable him to carry out consumer credit business. The agent must strictly adhere to the provisions of these acts. Where an agent is engaged in the sale of non investment insurance products authority and compliance from the FSA is required.
7. The Agent is responsible for his/her own incidental costs in procuring secured loan business, whether the application is successful or not, for example items such as advertising, travelling expenditure, telephone and other office costs etc. The cost of processing applications will be met by GHL unless otherwise stated and will include, valuations, searches, legal and reference costs etc.
8. For the sake of definition the relationship between GHL and the Agent is one where GHL are appointed by the agent to process a secured loan application in an administrative capacity only where advice or recommendation is not given to a client. On receipt of an application GHL understands the introducing agent has already completed the sales process and agreed specific terms with the client as instructed to GHL.
9. The Agent must at no time attempt to contract or bind GHL or its Lending Principals nor incur any liability on behalf of them. The Agent must at all times respect and work within the confines of the Consumer Credit Act, FSA and other relevant legislation and underwriting criteria as laid down by the Lending Principals of GHL.
10. The Agent agrees to indemnify GHL (as appropriate) from and against any and all loss damage or liability suffered by GHL resulting directly or indirectly from any wrongful act, neglect, default or fraud of the Agent.
11. Either party may cancel this agreement by giving one month's written notice, unless there has been a breach of these terms when notice may be forfeited and any liability of GHL in relation to this agreement will cease with immediate effect.
12. GHL will pay agreed commission/fee within 48 hours of receipt from the lending company. All or part of the commission/fee may be refunded at the discretion of the lender or GHL and will be required to be refunded within 30 days of the request. Refund of commission usually occurs in the event of fraud, returned cheque, premature redemption, early repayment arrears. In all events, the introducer indemnifies GHL in respect of their share of the commissions reclaimed. Responsibility for returned commissions will be effective for up to the first six months from the start date of the loan.
13. Loan products stated represent a cross section of those available, each individual case is underwritten on it's own merits and the terms offered will be the best available based on the circumstances of the client. Interest rate and commission payable will be confirmed once an application is received, commission can sometimes vary up to the time of completion based on the changing circumstances of a customer (applicable to ALL loan products).
14. By submitting secured loan business you agree to and are bound by the terms and conditions herein.