

Terms of Business Agreement

Between

Rentguard Limited
27 Great West Road
Brentford
London
TW8 9BW

And

Sub-Broker Agency Number:

This agreement is made on the:

Contents

1.	Interpretation & Definitions
2.	Commencement & Term
3.	Scope
4.	Recitals & Relationship
5.	<i>Your</i> Obligations
6.	Our Obligations
7.	Quotations/Acceptance of Risk
8.	Disclosure of Information
9.	Claims
10.	Premium Settlement
11.	Commission
12.	Professional Indemnity Insurance
13.	Documentation
14.	Confidentiality
15.	Termination
16.	Consequences of Termination
17.	Service of Notices
18.	Data Protection Act
19.	Governing Law and Jurisdiction
20.	Access to Records
21.	Client Contract
22.	Copyright, Advertising, Marketing
23.	Complaints
24.	Systems and Controls
25.	Rights of Third Parties
26.	Quotations
27.	Credit Terms
28.	Assignment and Variation
29.	Enforceability
30.	General Interpretation of this Agreement
31.	Force Majeure
32.	Bribery Act and Financial Crime

SUB-BROKER

TERMS OF BUSINESS AGREEMENT

This Agreement is entered into between the following parties:

Rentguard Limited, whose registered address is 27 Great West Road, Brentford, London TW8 9BW registered in England under number 9125814 (hereinafter referred to as the Broker);

And

..... whose registered address is

 registered in
 .. under number (hereinafter referred to as the "Sub-Broker")

1. Interpretation & Definitions

1.1 Within this Agreement, unless otherwise stated, the following words or expressions shall have the meaning set against them:

'We', 'Us' and 'Our' refers to the Broker

'You', 'Your' refers to the Sub-Broker specified in this Agreement.

Together 'We' and 'You' are referred to as 'Both Parties' or 'Us Both'.

'Agreement' refers to this Terms of Business Agreement hereunder signed and agreed by both Parties and any attached schedules.

'CASS' means the FCA's Client Asset Sourcebook or local equivalent, as applicable.

'Client' means a person who is a policyholder or prospective policyholder.

'Client Money' as defined under CASS 5, or local equivalent, as applicable

'FCA' means the Financial Conduct Authority, any successor regulatory body or any equivalent local regulatory authority.

'Insurance Business' means any insurance falling within the definition of "contract of insurance" in article 3(1) of the Financial Services & Markets Act 2000 (Regulated Activities) Order 2001 or as amended, or local equivalent.

'Insurer' means the Insurance Company or Lloyd's Underwriter with whom the Policy is placed.

'Policy' means any policy of insurance issued by the Insurer or Us on behalf of the Insurer in accordance with this Agreement.

'Premium' means the amount payable by the policyholder to the Insurer in consideration for the cover afforded by the Policy and shall include any additional, return or adjustment amounts.

'Rules' means the FCA handbook and any rules, guidance or regulations issued by the FCA and all other rules which Both Parties are subject to in undertaking Insurance Business.

2. Commencement and Term

2.1 This Agreement comes into effect once signed by Both Parties; however, You may not undertake Insurance Business until You are listed on the FCA Register or local equivalent. The Agreement replaces any previous Agreement between Us and accordingly also relate to the renewal, adjustment and cancellation of policies.

2.2 This Agreement will remain in force unless terminated in accordance with clause 15.

3. Scope

3.1 Both Parties agree that the terms of this Agreement will apply to and govern any and all dealings between Us. This Agreement shall not override the terms of any underlying contract for or of Insurance Business or the terms of any Policy.

3.2 Nothing in this Agreement overrides Your duty to place the interests of Your Clients above All other considerations nor shall this Agreement override any legal or regulatory requirements which may apply to Us Both, or to the placing of any Insurance Business.

3.3 Both Parties agree that the terms herein shall apply to the conduct of any Insurance Business which has been or may be transacted between Us on or after the date of this Agreement. The terms of this Agreement supersede the terms of any other Terms of Business Agreement already in place between Us

4. Recitals and Relationship

4.1 We engage in Insurance Business as an insurance broker in accordance with the law and the Rules as set out by the regulator.

4.2 You wish to place Insurance Business on behalf of Your Clients in accordance with the terms and conditions of this Agreement.

4.3 Subject to regulatory Rules, We hereby appoint You as Our sub-broker

4.4 In consideration for the Insurance Business activities that You carry out as Our sub-broker, We agree to pay You commission based on written Premiums in accordance with clause 11.

4.5 Nothing in this Agreement shall be construed as creating any partnership or joint venture between Us nor the relationship of employer and employee.

4.6 Neither You nor Us shall represent that it or its employees are in partnership with or an employee of the other.

4.7 Both Parties undertake to act in good faith and with all due care, skill and diligence and in accordance with any regulatory requirements.

4.8 Both Parties agree to notify the other of any changes in circumstances which may affect their ability to meet their obligations under this Agreement.

5. Your Obligations
You agree:

5.1 to hold and maintain FCA permissions to carry out the relevant regulated activities, including, where we arrange for any of Your Clients to enter into a consumer credit Agreement, credit broking permission.

5.2 to act at all times in accordance with all regulatory requirements specified by the FCA and the terms and conditions as set out in this Agreement and any supporting documentation;

5.3 to act with utmost good faith towards Us and Insurers at all times.

5.4 to provide Us with accurate, complete and timely information to enable Us to fulfil Our obligations under this Agreement and Our obligations to Insurers to make a fair presentation of the risk;

5.5 to pay all Premiums and any other charges on or before the due date as set out in Our credit terms as specified in this Agreement, debit note, renewal invitation or new business quotation as applicable;

5.6 to ensure that Your Clients are fully aware of and accept the Terms of this Agreement in so far as they affect their rights, liabilities and obligations;

5.7 not to confirm to Your Clients that cover is bound until written confirmation of this is received from Us;

5.8 to ensure that prior to any member of staff engaging in any Insurance Business they are fully trained and competent;

5.9 to ensure that all relevant documentation (where relevant) is promptly provided to Your Client;

5.10 to check all documentation provided by Us to ensure these are in accordance with Your Clients' instructions and advise Us immediately if any alterations are required;

5.11 to advise Us immediately of any changes to any details advised to Us previously advised and in particular any changes to Your legal entity, Approved Person or staff engaged in Insurance Business.

6. Our Obligations
We agree:

6.1 to prepare any documentation required by Insurers for placement of insurance;

6.2 To advise You of any warranties and conditions attaching to the insurance before conclusion;

6.3 to present quotations based on the terms submitted by You to Us;

6.4 to supply You with the appropriate documentation as agreed to complete (where relevant) and to forward to Your Clients.

7. Quotation/Acceptance of Risk

7.1 Following receipt of *Your* specific enquiries, *We* will normally issue a quotation of terms and *Premium* based on the information supplied to *Us*. Such a quotation is not confirmation that coverage has been obtained nor is it a warranty that *We* will be able to complete *Your* order. Coverage can only be relied upon when *We* have confirmed in writing that the risk is bound.

8. Disclosure of Information

8.1 *You* are under a duty to disclose to *Us* or *Insurers*, before the insurance contract is concluded or at any other time when providing information as required by the *Policy* or when making a claim, all information, fact or circumstance which is, or ought to be, known to *You* or *Your Clients* in the ordinary course of *Your* or their business and which is material to the risk. All information, and every fact or circumstance is material if a prudent insurer would have reasonably taken it into account in considering the risk. If in any doubt whether information is material, *You* and/or *Your Clients* should disclose it, as failure to do so might lead to the *Policy* being avoided by *Insurers*.

9. Claims

9.1 If *Your Client* needs to make a claim *You* or *Your Client* must notify *Us* immediately. *We* will advise *You* of the action that needs to be taken. Neither *You* nor *Your Client* should admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until this has been agreed with *Us* or the *Insurer*.

10. Premium Settlement

10.1 Unless otherwise stated in writing, *You* are authorised to hold insurance monies *You* receive in accordance with this *Agreement* as the agent of the respective *Insurer* for the *Policy(ies)* including:

- (a) premium due to be paid to the Company;
- (b) return premium due to be paid to *Your Client*; or
- (c) taxes due on *Insurance Business*; or
- (d) claims monies due to be paid to *Your Client*;

Such monies shall be held subject to paragraphs 10.2 to 10.6 inclusive.

10.2 All *Client Money* and all *Insurer Money* received by *You*, must be paid to *Us* as agreed within *Our* credit terms

10.3 In circumstances where *Premiums* due to *Insurers* cannot, for whatever reason, be collected from *Your Client* and *Insurers* will not write off all or a proportion of the amount due, *You* will be responsible to *Us* for payment of the full outstanding *Premium*.

10.3 No deduction (such as for claims monies due to *Your Client*) is to be made from the gross *Premium* due to *Us* or *Insurers* without *Our* express consent.

10.4 In the event of termination of this *Agreement*, *You* will account to *Us* and pay all sums due and owing to *Us* within 10 days of the effective date of termination.

10.5 All payments to *Us* shall be electronically transferred, by cheque or postal order marked "account payee only in favour of *Us*" or by such other method and to such payee as *We* may direct.

10.6 Pending payment to *Us* or, *Insured* (as the case may be), *You* should hold the monies described in clause 10.1 above as the agent and trustee of the respective *Insurer* within:

10.6.1 *Your client* monies account, which shall be a statutory or non-statutory trust account, established in accordance with CASS 5.4. *We* hereby consent on behalf of *Insurers* to such monies being co-mingled within *Your client* monies held on behalf of *Clients*. The *Insurer* further consents to such funds being subordinated to those of *Your Clients*, in accordance with CASS 5 and further agree that any interest earned on the said account shall accrue to *You*, or

10.6.2 *Your Insurer Premium* trust account in accordance with FCA CASS 5.2 "Holding money as agent of insurance undertaking", and

10.6.3 each such account shall be maintained with a reputable bank and domiciled in the United Kingdom or elsewhere as notified in advance to the Company in writing.

11. Commission

11.1 Commission shall be agreed between the *Both Parties* on a case by case basis.

11.2 Should there be a refund of *Premium* (for whatever reason), *You* will repay the commission upon the amount refunded.

11.3 Where an insurance *Premium* is paid on a monthly basis by direct debit or credit/debit card by the *Insured*, *You* will be paid commission by *Us* on account on a monthly basis, one month in arrears.

11.4 Where another agent is appointed by *Your Client* to act on their behalf during the currency of the *Policy*, *We* will continue to pay *You* the commission until the renewal date.

11.5 Where *You* are appointed by a *Client* to act on their behalf during the currency of the *Policy* *You* will not be entitled to commission payments until the next renewal date.

11.6 In the event of termination of this *Agreement*, no commission shall be payable to *You* in respect of *General Insurance* activities conducted after the date of termination.

12. Professional Indemnity Insurance

12.1 Unless otherwise agreed by the *Broker Both Parties* will have and maintain Professional Indemnity Insurance covering their *Insurance Business* activities and shall, when requested, produce confirmation of such insurance.

12.2 *You* undertake to advise *Us* immediately *You* become aware of any circumstance arising from business under this *Agreement* which may give rise to a claim being made against *You* or *Us* or any circumstances which may lead to cancellation of *Your Policy*.

12.3 *You* hereby agree to indemnify *Us* against all and any claims, costs, actions, suits or otherwise including legal fees, in respect thereof made against *Us* by any third party which arises as a result of any act, error and / or omission on *Your* part or the part of *Your* staff in the placing, handling and / or advising upon *Insurance Business* on behalf of *Your Clients*.

13. Documentation

13.1 *Both Parties* shall retain all documents relating to *Insurance Business* for a minimum of 3 years or as necessary in accordance with all regulatory and legal requirements applicable from time to time.

13.2 Where statutory insurance documentation is held by the *Insured* and the *Policy* is subsequently cancelled, it is *Your* responsibility to recover this documentation.

14. Confidentiality

14.1 *Both Parties* shall treat any information relating to the other party and its business as confidential, except as may be necessary to fulfil their respective obligations in the conduct of *Insurance Business* and except as may be required by law or regulatory authority.

14.2 This clause will not apply to information which was rightfully in the possession of such party prior to this *Agreement*, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious.

15. Termination

This *Agreement* may be terminated at any time by mutual *Agreement*, or by either *You* or *Us* if:

15.1 either *You* or *Us* serves the other with not less than 30 calendar days notice of termination.

15.2 Immediately where:

15.2.1 the other is in material breach of a term of this *Agreement*, and if such breach is capable of remedy, fails to remedy the breach within 30 calendar days of receiving notice specifying the breach to be remedied;

15.2.2 the other shall become insolvent, or enter into receivership, liquidation, provisional liquidation or voluntary arrangement with its creditors;

15.2.3 the other has any relevant licence to conduct business suspended or removed or impaired by any order or degree of any judicial or regulatory authority.

15.3 *We* may terminate this *Agreement* forthwith by written notice to *You*:

15.3.1 if *We* have reasonable grounds to believe that *Your* continued appointment would prevent *Us* from meeting the *FCA*'s threshold conditions;

15.3.2 if *You* no longer possess the required knowledge or ability to meet the requirements under this *Agreement*;

15.3.3 if *We* are reasonably of the view that *You* are no longer of good repute;

15.3.4 if *We* cease to be authorised by the *FCA* or other appropriate regulatory body to carry on *Insurance Business*.

16. Consequences of Termination

16.1 Following termination of this *Agreement* *We* shall not accept any new business proposed by *You* and shall not issue renewal invitations to *You*.

16.2 *We* shall prepare a statement of account between *You* and *Us*. Settlement of this account shall be made by either party paying the balance due as shown immediately.

16.3 Termination of this *Agreement* shall not in any circumstances give rise to a claim for compensation by *You*.

17. Service of Notices

17.1 Any notices to be given under this *Agreement* shall be sent by first class recorded delivery post, by hand or facsimile to the Managing Director (or equivalent) at the registered office of the party to be served.

17.2 Any notice or other written communication posted shall be deemed to have been received 48 hours after it shall have been posted and any notice sent by fax shall (if transmitted during business hours) be deemed to have been received within one hour and if not transmitted during business hours shall be deemed to have been received at the commencement of the next business day. Any notice sent by fax shall be confirmed by forwarding a hard copy to the addressee in one of the manners provided above.

18. Data Protection Act

18.1 *Both Parties* agree to duly observe all the requirements of the Data Protection Act 1998 or equivalent replacement or local legislation.

19. Governing Law and Jurisdiction

19.1 The construction, validity and performance of this *Agreement* shall be governed in all respects by English Law and any proceedings arising out of or connected with this *Agreement* shall be subject to the exclusive jurisdiction of the English Courts.

20. Access to Records

20.1 On reasonable prior notice *You* must:

20.1.1 allow *Us* or any representative of *Ours* the right on demand and without restriction or limitation to inspect and audit any records, documents, systems and processes which relate in any way to business conducted under this *Agreement*;

20.1.2 allow *us* to make copies of such records or documents as *We* may require;

20.1.3 allow *Us* to enter any premises occupied by *You* during normal business hours;

20.1.4 allow *Us* access to relevant staff;

21. Client Contact

21.1 The policyholders remain *Your Client* and *We* undertake not to directly contact *Your Clients* without *Your* prior consent

21.2 The only exceptions will be:

21.2.1 if money or documents are outstanding and *We* are forced to cancel the *Policy*;

21.2.2 where this *Agreement* has been terminated by *Us* for any reason detailed in clauses 15.2 and 15.3;

21.2.3 where *We* are required to deal directly with *Your Clients* to fulfil any legal, contractual or regulatory obligations.

22. Copyright, Advertising, Marketing

22.1 Nothing in this *Agreement* shall assign, transfer or vest in either party any intellectual property right owned by the other party.

22.2 Neither party shall use a trade name or trade mark, logo or similar of the other without the other's express prior written consent.

22.3 All financial promotions relating to *Insurance Business* must be approved by *Us*.

23. Complaints

23.1 All complaints or disputes received from *Your Clients* relating to *Insurance Business* must be passed to *Us* within one working day of receipt and *You* must provide *Us* with all necessary supporting documentation and information as *We* may require in relation to the complaint.

24. Systems and Controls

24.1 *You* must maintain adequate systems and controls to comply with any regulatory requirements or as specified by *Us* in this *Agreement* and any supporting documents.

25. Rights of Third Parties

25.1 A person who is not a party to this *Agreement* has no rights under the Contracts (Rights of Third Parties) Act 1999 or equivalent legislation to enforce any terms of this *Agreement* but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

26. Quotations

26.1 Unless otherwise stated quotations will be valid for a period of 30 days from the date of the Quotation.

27. Credit Terms

27.1 Unless otherwise agreed, *We* require full payment of the *Premium* within days of the *Policy* inception or renewal.

28. Assignment and Variation

28.1 This *Agreement* may be assigned only if agreed in writing by *Both Parties*. *We* reserve the right to vary this *Agreement* at any time, by giving no less than 30 days written.

29. Enforceability

29.1 In case any one or more of the provisions contained in the *Agreement* shall, for any reason, be held to be unenforceable, such provision or provisions shall be ineffective only to the extent of such provision or provisions of this *Agreement*. This *Agreement* shall be constructed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein, unless such a construction would be unreasonable.

30. General Interpretation of this Agreement

30.1 In this *Agreement*, words importing this singular shall include the plural and vice versa. Headings are included for ease of reference and convenience only and shall not affect the interpretation of this *Agreement*.

31. Force Majeure

31.1 Neither party shall be liable for any delay or non-performance of its obligations under this *Agreement* caused by an event beyond its control (a "Force Majeure Event") provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavours to continue to perform its obligations under this *Agreement*.

32. Bribery Act and Financial Crime

32.1 Neither party shall accept, offer or facilitate payment, consideration or any other benefit which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery legislation. Furthermore, *both parties* shall maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent the risk of bribery or other financial crime activity occurring.

32.2 *Both parties* shall conduct its business in accordance with all relevant anti-money laundering, financial crime and international economic or financial sanctions legislation and undertakes to report any suspicious activity to the respective authority.

Signed on behalf of the Broker

Signature (Company Representative)

Full Name

Position

Date

Signed on behalf of the Sub-Broker

Full Name of Company

Signature (Company Representative)

Full Name

Position

Date