

Intermediary Terms of Business

August 2023



1 Interpretation

In these Terms, the following definitions apply:

Applicable Laws means all relevant legislation including Financial Service and Marketing Act (FSMA), Data Protection Legislation and the Proceeds of Crime Act 2002 and statutory instruments and any relevant regulatory rules or principles of any government authority or any other Regulatory Authority (including the Financial Conduct Authority (FCA) Rules and those of the Information Commissioner) that from time to time are in force, in so far as they relate to the performance of the various obligations under these Terms or to the regulation of Zephyr, you and/or the Intermediary.

Applicant means a person or persons applying for any Mortgage Products.

Application means any application for a Mortgage Product made by an Applicant and submitted by you to Zephyr via the Online Portal.

Appointed Representative means a person who acts as the Principal firm's appointed representative (as defined in section 39 of FSMA) in accordance with the FCA Rules and for whom the Principal firm has responsibility.

Data Protection Legislation means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other Applicable Laws relating to the processing of Personal Data under these Terms and all related regulations, regulatory codes of practice and guidance issued from time to time, including by the Information Commissioner, and in each case any amending, superseding or replacement Applicable Law.

Directly Authorised means a person or firm who is authorised and registered as a Principal firm with the FCA and takes full responsibility for ensuring it comply with FCA rules and requirements.

FCA means the Financial Conduct Authority or a successor authority.

FCA Rules means the FCA's Handbook of Rules and Guidance and any other guidance issued by the FCA, as amended from time to time.

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

Intermediary means any firm or individual (acting as either an Appointed Representative or Directly Authorised) which carries on business as an FCA authorised mortgage intermediary, has entered into an Intermediary Agreement, has registered with Zephyr, and is permitted by Zephyr to use the Online Portal to submit Applications on behalf of Applicants.

Intermediary Agreement means an agreement with Zephyr to act as an intermediary in relation to Mortgage Products.

Introducer means an individual appointed by an Intermediary firm or by an Appointed Representative to carry out, in the course of business, the activity of effecting introductions.

Mortgage Products means Zephyr's non-regulated buy-to-let mortgage contracts. We do not provide consumer buy-to-lets.

Principal means the authorised person who is party to a contract with the Appointed Representative for exemption from the performance of regulated activities.

Regulatory Authority means (i) any person (whether autonomous or not) having legal and/or regulatory authority and/or enforcement powers in the UK from time to time including but not limited to the FCA, the Financial Ombudsman Service, the Information Commissioner, the European Data Protection Supervisory Authority, the Serious Fraud Office and HM Revenue & Customs and (ii) any court of law or tribunal in the UK.

Terms means these Intermediary Terms of Business.

Transferee means a transferee, successor or assignee (including any legal or equitable assignee of the mortgage, whether by way of absolute assignment or by way of security only and including those deriving title under it or them) of Zephyr.

THIS INFORMATION IS FOR MORTGAGE INTERMEDIARIES ONLY

Our products are only available through our selected brokers and the information presented here should not be relied on by any person who does not have professional experience in relation to investments.

UK GDPR means the General Data Protection Regulation (Retained Regulation (EU) 2016/679) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

Website means www.zephyrhomeloans.co.uk or any replacement website from time to time.

you and **your** means (as the context requires or allows) an Intermediary or an Appointed Representative.

Online Portal means Zephyr Homeloans' online mortgage origination system.

Zephyr means Topaz Finance Limited trading as Zephyr Homeloans and any Transferee.

2 Use of the Zephyr Online Portal

2.1 The Website is owned and maintained by Zephyr. Use of the Online Portal is subject to the following terms and conditions which you should read carefully. By using the Online Portal, you agree to be legally bound by these Terms.

2.2 You must be registered with Zephyr in accordance with these Terms. You must choose a username and password upon registration.

2.3 If there are any changes to the information provided to Zephyr (including your email address), you must inform Zephyr immediately of these changes.

2.4 If you are not an Intermediary, the relevant Intermediary must give you authorisation to use the Online Portal and have supplied Zephyr with your details. Both you and the Intermediary each agree that you are acting on the Intermediary's behalf in using the Online Portal and the Intermediary takes responsibility for any actions you take on the Online Portal, including agreeing to these Terms and submitting an Application.

3 Your Obligations

3.1 You represent and warrant that you are authorised to enter into these Terms.

3.2 You must prevent unauthorised use of your username and password. If you know or suspect of any unauthorised use of your username or password, you must inform Zephyr immediately.

3.3 You acknowledge that you have no authority or power to bind Zephyr nor approve Applications nor create any liability on behalf of Zephyr in any way and shall not represent so to any party.

3.4 You acknowledge that you act independently and agree not to hold yourself out in any way as an authorised agent of Zephyr without prior written consent.

3.5 You represent and warrant that you have in force all appropriate authorisations, consents, licences, fair processing notices, permissions and registrations necessary under FSMA, Data Protection Legislation and any other Applicable Laws (as are necessary to conduct your business under these Terms) and undertake that you will maintain such authorisations, consents, fair processing notices, licences, permissions and registrations and comply with the requirements of all Regulatory Authorities.

3.6 You confirm that you have not been refused access to/removed from any other lender's panel at any time for reasons relating to the breach of Applicable Laws and/or due to the action of a Regulatory Authority and confirm that you shall promptly notify us in writing if any events covered under this clause 3.6 shall occur.

3.7 Notwithstanding the requirements of clause 3, you confirm you have processes and procedures in place to comply with the FCA requirements set out in FG21/1 concerning the fair treatment of vulnerable customers.

3.8 You will provide satisfactory evidence on Zephyr's request of such authorisations, licences, permissions and registrations as are necessary to conduct your business under these Terms.

3.9 You will inform Zephyr immediately if such authorisations, licences, permissions and registrations as are necessary to conduct your business under these Terms are no longer current or are believed to be at risk of being retracted or otherwise invalidated.

3.10 You agree that you shall not act in any way which could damage Zephyr's reputation.

3.11 You will notify Zephyr immediately of any actual or suspected breach of these Terms, including any breach of Applicable Laws.

3.12 You will not produce any documentation in any form whatsoever which contains Zephyr's name, logos or trademarks without Zephyr's prior written consent, and you will not distribute any such documentation except where Zephyr has supplied it to you for distribution.

3.13 You shall not, without the prior consent of Zephyr, use an application form for the Mortgage Products other than the application form provided to you by Zephyr.

3.14 Unless you are an Intermediary, in which case the provisions in your Intermediary Agreement with Zephyr will apply, you are not entitled to assign, delegate, transfer or sub-contract your rights or obligations under these Terms.

3.15 You shall promptly and fully co-operate with any reasonable requests by Zephyr to verify your compliance with the Applicable Laws and any required authorisations, licences, permissions and registrations including giving any of Zephyr's representatives (including Zephyr's auditors) unrestricted access to your business premises and to all records relating to the business conducted under these Terms.

3.16 You acknowledge that you shall give to any Regulatory Authority and each of their authorised agents a right of access to your files, records, accounts and any other information as may be required by any Regulatory Authority at its discretion, for examination and auditing purposes.

3.17 You shall keep a complete, accurate and up to date record of the business conducted under these Terms as may be required to show at any time that you have complied with the requirements of the Applicable Laws. This record will be available upon reasonable notice for inspection and copying by Zephyr and/or Zephyr's auditors.

3.18 You shall verify the identity of the Applicant in accordance with the Applicable Laws prior to submitting the Application. You understand and accept that upon submission of the Application Zephyr shall verify the identity of the Applicant electronically. Upon receipt of such verifications Zephyr reserves the right not to process the Application. By uploading documents to our Portal, you are certifying that you have seen the original document and that the copy uploaded is a true copy of the original supplied to you by the applicant(s).

3.19 Regarding all Applications which you submit to Zephyr you warrant and agree that:

(a) You shall truthfully make the declarations set out in the Online Portal prior to submitting each Application. To the extent that you are relying on another party in connection with any declaration, you shall have an agreement in place with such party under which that party is required to provide accurate and truthful information to you.

(b) Where you have completed the Application that the Applicant has read and confirmed that the contents of the Application are correct and that you have informed the Applicant that their data will be submitted and tracked electronically by both you and Zephyr for the purpose of processing their application.

(c) You are responsible for promoting the Mortgage Products and any advice regarding the suitability of Mortgage Products (including assessment of an Applicant's vulnerabilities).

(d) Upon submitting the Application, you warrant that the Applicant has authorised Zephyr to check information provided by the Applicant by whatever means necessary, to provide the Applicant with the results of such enquiries and to retain copies of such results in compliance with Applicable Laws.

(e) You will inform the Applicant and obtain their agreement to the effect that Zephyr is entitled to use any information in connection with the Application for fraud prevention purposes.

(f) Zephyr is entitled to make such enquiries as Zephyr deems necessary in connection with the Application to confirm the accuracy of the information provided and for credit reference and fraud prevention purposes. You will inform the Applicant and obtain his agreement to the effect that the cost of such enquiries may be borne by the Applicant.

(g) We may make enquiries of credit referencing agencies and produce statistical results as Zephyr considers necessary when assessing the Application.

(h) In the event that any insurers with whom Zephyr have arrangements initiate proceedings or otherwise defend an action relating to any insurance policy created that results from an Application by an Applicant received from you, you acknowledge that you will provide Zephyr with such documentation as such insurers may require and that Zephyr is authorised to provide any insurers with such documentation. The cost of providing such documentation shall be borne by the Applicant.

(i) You acknowledge that, prior making an introduction in relation to the Mortgage Products, you will disclose to the Applicant:

(i) any fees and/or charge(s) that may be payable in respect of any of the Mortgage Products they have chosen;

(ii) any monies and/or benefits you will receive as a result of making the introduction; and

(iii) any monies and/or benefits you will pay or pass on as a result of making the introduction.

(j) Zephyr may approach an insurance company for buildings or buildings and contents insurance, at Zephyr's discretion, and where applicable, to obtain insurance for Zephyr's benefit in the event that the property is repossessed and sold for less than the outstanding debt and that any information required to be given to the insurance company may be given.

(k) You will pass all documentation that Zephyr provides for the benefit of the Applicant to them and pass on to Zephyr any information provided by the Applicant to support their Application.

(l) If you submit an Application to Zephyr originating from an Introducer, that either you, or if you are an Appointed Representative, your Principal has entered into an agreement with the Introducer providing that the Introducer will make such introductions in accordance with all Applicable Laws.

(m) If an Applicant discloses to you that they have a vulnerable characteristic, you shall record and share such data with Zephyr, at all times in compliance with Data Protection Legislation, to enable Zephyr to meet the support needs of the Applicant.

4 Zephyr's Obligations

- 4.1 Zephyr may in its absolute discretion either approve or decline a Mortgage Application without specifying reasons or request you to provide it with further information so as to allow Zephyr to make a final decision.
- 4.2 Zephyr may impose such terms and conditions as it considers appropriate on any offer it makes.
- 4.3 Where Zephyr declines an Application, Zephyr will have no obligation to you in relation to that Application.
- 4.4 Zephyr will ensure that the information provided on the Website complies with the Applicable Laws.

5 Data Protection

5.1 Within this paragraph 5 **Data Controller, Data Processor, Data Subject, European Economic Area, Personal Data and Processing** shall have the same meanings as in the Data Protection Legislation and **Processed** and **Process** shall be construed in accordance with the definition of Processing.

5.2 For the purpose of these Terms:

(a) you shall act in the capacity of Data Controller in respect of Personal Data that you collect directly from prospective Applicants;

(b) Zephyr shall act in the capacity of Data Controller in relation to Personal Data that Zephyr: (i) collects directly from Data Subjects who become customers; or (ii) is passed by you for the purposes of assessing the potential Applicant for loan eligibility, reviewing applications for credit products and/or entering into Applicant agreements;

(c) you shall act in the capacity of Data Processor in relation to Personal Data provided to you by Zephyr relating to facilitating the assessment of the eligibility of Applicants for loans (including in relation to soft searches and hard credit searches), the processing of loan applications, the provision of offers for a credit product, the entering into of Applicant agreements, the facilitating of remittances and/or provision of support in relation to the loan process as well as the handling of cancellations and as otherwise instructed by Zephyr under these Terms and/or Applicant agreement; and

(d) for the avoidance of doubt, each party shall remain in its own right a Data Controller in relation to Personal Data it collects directly from Data Subjects in the course of its own business, to the extent that the factual circumstances determine that it is the Data Controller of such Personal Data.

5.3 The parties shall comply at all times with the Data Protection Legislation and shall not perform their obligations under these terms in such a way as to cause another party to breach any of its obligations under the Data Protection Legislation.

Your Personal Data

5.4 Zephyr does not collect Personal Data from you when you access the unrestricted part of the Website. However, when you visit or register for access to the Online Portal, Zephyr will collect information about you which Zephyr requires to identify you.

5.5 Zephyr will capture your name and email address if you choose to register for email alerts directly via our Website, or if you provide consent to us via another method. Zephyr will also capture your details where consent to send emails to you has been granted under a commercial data sharing agreement that we have in place with your Principal firm.

5.6 In all cases, Zephyr will hold your Personal Data securely and will not pass on your details to any third parties, except where we need to do this as indicated in our Intermediary Privacy Notice.

5.7 You can amend your Personal Data and/or unsubscribe from our emails completely by contacting us or by using the links in the emails we send out.

5.8 Personal Data about you will be processed in accordance with Zephyr's Intermediary Privacy Notice which is accessible at www.zephyrhomeloans.co.uk/privacy.

Submitting Applicant Personal Data

5.9 The parties agree that the Applicants application form, all relevant marketing materials and the customer application journey (including any online or other forms and processes) which are intended to capture Personal Data shall incorporate an appropriate data protection notice and if appropriate or required any other language relating to "marketing" and consents which shall be approved in writing by Zephyr before use (the "**Data Protection Prescribed Wording**") Once approved in accordance with this clause, you shall not amend the Data Protection Prescribed Wording without the prior written agreement of (such consent not to be unreasonably withheld or delayed) unless required to do so by Applicable Law.

5.10 We will process information about you and all Applicants in accordance with Zephyr's 'Use of your personal Information Statement' www.zephyrhomeloans.co.uk/privacy and the Data Protection Prescribed Wording. Your use of the Online Portal constitutes your confirmation that you and each Applicant consent to such processing.

5.11 In submitting Applicant Personal Data You confirm that:

(a) you are registered with the Information Commissioners Office and hold a valid certificate of registration to process Personal Data (the "**Notification**"); and

(b) you will at all times comply with the Data Protection Legislation.

5.12 When collecting Applicant Personal Data, You shall:

(a) provide the Prescribed Data Protection Wording to Applicants;

(b) obtain the Applicant's prior written consent to such use of their Personal Data, including referral to Zephyr, and to allow Zephyr to make enquires of credit reference and fraud prevention agencies (and for those agencies to retain a record of such search, which record may be used by other lenders in assessing proposals for credit by that individual and members of his/her household, and for debt tracing and fraud prevention reasons); and for insurance purposes with regards to that Applicants application; and by reference to their linked and/or associated records.

(c) maintain a written record of all Applicant consents obtained in accordance with these Terms;

(d) not process Personal Data for any purpose other than to which the relevant Data Subject has consented pursuant to the Data Protection Prescribed Wording or as otherwise permitted under Data Protection Legislation and/or this paragraph 5.

(e) not undertake any activity that would put Zephyr in breach of its obligations under the Data Protection Legislation, and provide Zephyr with all reasonable assistance to ensure its compliance with such obligations.

5.13 In the event that you Process any Personal Data as a Data Processor on Zephyr's behalf, you shall:

(a) take appropriate technical and organisational security measures against unauthorised or unlawful Processing of such Personal Data provided to you by Zephyr and against accidental loss, alteration, unauthorised disclosure or destruction of, or damage to, that Personal Data;

(b) Process such Personal Data only to the extent necessary for the purposes specified in these Terms, as instructed by or agreed with Zephyr and in accordance with the Data Protection Legislation;

(c) hold such Personal Data in such a manner that is capable of being distinguished from other data or information Processed by you;

(d) restrict the disclosure of such Personal Data to those of your personnel, contractors or agents who may be required by you to assist you in meeting your obligations under these Terms and no other personnel, contractors or agents shall have access to such Personal Data. Such personnel, contractors or agents used by you to Process the Personal Data shall have undergone reasonable levels of training in Data Protection Legislation and in the care and handling of Personal Data and shall be under obligations of confidentiality no less onerous than those set out in these Terms;

(e) notify Zephyr within three Business Days if you receive: (i) a request from a Data Subject to have access to that person's Personal Data; or (ii) a complaint or request relating to the Data Protection Legislation, and shall not respond to any such correspondence, contact or request without first consulting with and obtaining Zephyr's prior written consent;

(f) if you become aware of any unauthorised or unlawful Processing, alteration, loss, destruction or disclosure of, or damage or access to, the Personal Data Processed by your personnel, or any other third party subcontractor that may be Processing Personal Data on your behalf (**Data Breach**), You shall:

(i) notify Zephyr without undue delay after becoming aware of that event (and in any event within 24 hours after becoming aware of that event);

(ii) implement any measures necessary to restore the security and integrity of compromised Personal Data; and

(iii) support Zephyr to make any required notifications to the Information Commissioner and affected Data Subjects;

(g) subject always to paragraph 5.10(e) provide Zephyr with full co-operation, assistance and information in relation to any complaint or request made by a Data Subject or a Regulatory Authority pursuant to applicable Data Protection Legislation with respect to such Personal Data, including by: (i) providing Zephyr with full details of the complaint or request; (ii) providing Zephyr with any assistance and information needed in order for Zephyr to comply with the request; and (iii) providing Zephyr with a copy of any such Personal Data you hold in relation to the Data Subject (within the timescales required by Zephyr);

(h) not Process such Personal Data outside the United Kingdom without Zephyr's prior written consent and, where Zephyr consents to such a transfer:

(i) there has been a European Community finding of adequacy pursuant to Article 25(6) of the EC Data Protection Directive in respect of that country or, after 24 May 2018, pursuant to Article 45 of Regulation (EU) 2016/679; and

(ii) you shall comply with any reasonable instructions notified to you by Zephyr;

(i) not appoint a subcontractor without the fulfilment of the following conditions:

(i) having provided Zephyr with full details of the subcontractor (including the results of due diligence undertaken before its appointment), thereby giving Zephyr the opportunity to object to such appointment (and following such objection, not engage that subcontractor to Process Personal Data received under these Terms) provided that any such objection must be reasonable;

(ii) having undertaken due diligence on the proposed subcontractor, including a risk assessment of the information governance related practices and processes of the subcontractor, and having paid due regard to the results of that due diligence in reaching your decision to appoint the proposed subcontractor;

(iii) having duly executed a data processor agreement with the relevant subcontractor which includes terms which are substantially the same as the terms set out in this clause 5.10;

(j) maintain a record of all categories of Processing activities you undertake under these Terms and a record of any Data Breach and provide a copy of such record(s) to Zephyr for inspection upon demand;

(k) upon notification by Zephyr of any request from a Data Subject for rectification of or erasure of that Data Subject's Personal Data or to cease or not begin processing, of that Data Subject's Personal Data, assist Zephyr in responding to the request and update your records accordingly;

(l) at Zephyr's request or on termination of these Terms, whichever is sooner, return such Personal Data to Zephyr and securely destroy any copies of such Personal Data;

(m) upon Zephyr's request, acting reasonably, from time to time provide a report detailing the technical and organisational measures employed by you in accordance with clause 5.10(a);

(n) upon Zephyr's request, permit Zephyr or any third party appointed by Zephyr (subject to reasonable and appropriate confidentiality undertakings) to audit its Data Processing activities and comply with all reasonable requests or directions issued by Zephyr to enable it to verify and/ or procure that you and/or any sub-processors are in full compliance with their obligations under these Terms and the Data Protection Legislation; and

(o) ensure that the employees Processing Personal Data on your behalf have committed themselves to the obligation of confidentiality regarding any personal data processed under these Terms.

5.14 Each party shall promptly notify the other parties of any notice from any Regulatory Authority alleging non-compliance with the Data Protection Legislation (including any enforcement notice, information notice or transfer prohibition notice) which arises out of, or in connection with, these Terms.

5.15 Personal Data about applicants will be processed in accordance with Zephyr's Privacy Notice which is accessible at www.zephyrhomeloans.co.uk/customers/privacy.

6 Compliance

6.1 You will comply with all Applicable Laws, including the FCA Rules, to enable you to carry your business and fulfil your obligations under these Terms and you shall have in force, and will maintain, all appropriate authorisations, licences, permissions and registrations necessary under FSMA, Data Protection Legislation and any other Applicable Laws.

6.2 You shall not knowingly do or omit to do anything that will cause Zephyr to be in breach of the Applicable Laws and you shall inform Zephyr immediately if you become aware of or suspect a breach of any of these Terms.

6.3 You shall keep and maintain for 6 years following the termination of these Terms such accounts and records and make such returns in connection with the performance of your obligations under these Terms as Zephyr reasonably requires from time to time and/or the Applicable Laws may require from time to time. You will ensure that such accounts and records are true, accurate, complete and up to date.

7 Indemnity and Insurance

7.1 You shall indemnify Zephyr and keep Zephyr indemnified from and against all loss, damage or liability (whether criminal or civil) and legal fees and costs Zephyr may suffer or incur as a consequence of:

(a) any breach of your obligations under these Terms; or

(b) any misrepresentation you make, or any negligent, tortious or fraudulent act you commit; or

(c) any breach of your obligations under the Applicable Laws; or

(d) the provision by you to Zephyr of inaccurate or misleading information, whether you do so knowingly or negligently.

7.2 You shall at all times maintain suitable and adequate business insurance arrangements with a reputable insurer to cover all of your insurable liabilities under these Terms. For the avoidance of doubt, such insurance arrangements shall include a professional indemnity insurance, which shall continue for a period of 7 years following the termination or expiry of these Terms. Further, whenever requested by Zephyr, you shall provide Zephyr with certificates evidencing the existence and extent of the insurances within 10 business days.

8 Liability and Disclaimers

8.1 Nothing in these Terms shall be taken to exclude Zephyr's liability in a manner not permitted under Applicable Laws, such as, by way of example, limitations of Zephyr's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

8.2 Zephyr does not accept any liability for any loss or damage suffered in relation to:

- (a) the use of or access to, the inability to use or access, or the result of using the Website or Online Portal; or
- (b) any mistakes or omissions in the content of the Website or Online Portal; or
- (c) the unavailability of the Website or Online Portal at any time or for any period.

8.3 Zephyr shall not be liable in any way for any delay, hindrance or failure to perform Zephyr's obligations caused by reasons beyond Zephyr's reasonable control or for any loss or damage whether direct, indirect, incidental or consequential that may be incurred by your use of the Website or Online Portal whether in contract, tort, strict liability or otherwise.

9 Complaints

9.1 You should inform the Applicant that all complaints against Zephyr will be dealt with in accordance with Zephyr's internal complaints procedure, which is available on request. You agree to provide all reasonable assistance to Zephyr as may be necessary to resolve any complaint.

9.2 You must ensure that any verbal or written complaint received by you or about which you become aware, relating to Zephyr is referred to Zephyr immediately and in any case within two business days of receiving the complaint or becoming aware of it.

9.3 If Zephyr's internal complaints procedure does not resolve the Applicant's complaint the Applicant may contact the Financial Ombudsman Service.

10 Confidentiality

10.1 Subject to 10.2 below, any information regarding Zephyr's business, affairs, customers, Applicants or that of any member of Zephyr's group, including any documents or materials in whatever form relating to Zephyr's business, must be kept confidential, and you shall not disclose such information to any person, firm or company or use it for any of your own purposes or the purposes of any third party. Your duty of confidentiality shall apply both during the period of these Terms and at all times thereafter.

10.2 You may only disclose Zephyr's confidential information:

- (a) where required to fulfil your obligations under these Terms; or
- (b) as may be required by Applicable Laws or any Regulatory Authority.

11 Variation

Zephyr may vary the terms and conditions of these Terms at any time with or without notice.

12 Termination and Suspension

12.1 Zephyr reserves the right to suspend or terminate your access to the Online Portal and/or these Terms:

- (a) upon 7 days' notice to your email address as notified to Zephyr. Notice shall be deemed served two hours after transmission; or
- (b) with immediate effect at any time by Zephyr without notice to you if:
 - (i) Zephyr reasonably believes that you have committed a material breach of your obligations under these Terms or under the Applicable Laws; or
 - (ii) Zephyr acting reasonably believes the quality and / or the volume of your applications are too low; or
 - (iii) Zephyr terminates the Intermediary Agreement; or
 - (iv) the Intermediary terminates the Intermediary Agreement.

12.2 Termination for any reason shall be without prejudice to any right, claims or actions which one party may have against the other in respect of any matter occurring prior to termination.

12.3 You have the right to appeal your termination.

13 General

13.1 If any provision of these Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly unenforceable it shall, to the extent of un-enforceability be deemed severable and the remaining provisions of these Terms shall continue in full force and effect.

13.2 Failure or delay by a party in enforcing or partially enforcing any provision of these Terms shall not be construed as a waiver of any of its rights under these Terms.

13.3 A party who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, except any Transferee.

13.4 The Terms and any claim or matter arising under or in connection with them shall be governed by and construed in accordance with English law and the parties irrevocably agree to submit to the exclusive jurisdiction of the English Courts.

Zephyr Homeloans is a trading name of Topaz Finance Limited. Registered in England & Wales: Company No. 05946900.

Registered address: The Pavilions, Bridgwater Road, Bristol, BS13 8AE. Topaz Finance Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 461671). Most buy-to-let mortgages are not regulated by the Financial Conduct Authority.