



# Experian Direct Agreement

## Broker Licence agreement terms

The Broker Business agrees to be bound by the following terms:

### 1. Definitions

1.1 The following words and phrases shall have the following meanings:

- **"Agreement"** means this "Broker Licence Agreement relating to Experian Data between You and Us;
- **"Approved Broker"** means an individual who meets the Broker Criteria and makes the **Broker Declaration**;
- **"Broker Criteria"** means that the Broker is employed or engaged by You to provide mortgage broking advice services, and is registered with (i) the FCA to conduct mortgage broking advice services, and (ii) the ICO under the Data Protection Act 2018 in relation to the processing of personal data required for the provision of services to potential mortgagees;
- **"Broker Declaration"** means the declaration to be given by each Broker and Broker Business prior to accessing the Experian Data for the first time and set out below;
- **"Confidential Information"** means the Experian Data and the provisions of the Agreement;
- **"Broker Services"** means the pre-qualification enquiry services for mortgages which are made available by the Service Provider to the Approved Brokers via the Eligibility Module;
- **"Experian Data"** means any of the data we supply to the Service Provider and which you access as part of the Broker Services;
- **"Service Provider"** means Iress FS Limited;
- **"We"** means Experian Limited (and "Us" and "Our" shall be construed accordingly);
- **"You"** means the Broker firm entering into this Agreement (and "Your" shall be construed accordingly).

1.2 Terms defined in the Agreement will have the meanings ascribed to them in the Agreement.

### 2. Provision and use of Experian Data

2.1 We will provide Experian Data to the Service Provider in accordance with the terms

of our agreement with the Service Provider.

2.2 Unless otherwise agreed by Us in writing, You will not use any Experian Data for any purpose other than as expressly permitted by your agreement with the Service Provider nor adopt, alter or modify the Experian Data, and without limiting this obligation,

(i) You will only use and will procure that each Approved Broker only uses the Experian Data in connection with individuals You or the Approved Broker have a direct and existing contractual relationship with, and

(ii) You will not resell Experian Data.

### 3. Liability

3.1 Your contract for the Broker Services is between You and the Services Provider. Subject to Clause 3.2 below, We shall not have any liability to You arising out of or in respect of Your use of the Experian Data. Without prejudice to the foregoing, We shall not have any liability to you for any indirect or consequential loss.

3.2 Nothing in these Terms and Conditions shall limit or exclude Our liability to You for death or personal injury caused by Our negligence, or the negligence of our servants or agents.

### 4. Confidentiality

4.1 You will keep the Confidential Information strictly confidential and not disclose any part of the same to any person except as permitted by or required for the purposes of the receipt of the Broker Services.

4.2 The provisions of Clause 4.1 above do not apply to any information to the extent it is or comes within the public domain, or is required to be disclosed by law.

### 5. General

5.1 The copyright, database rights and all other intellectual property rights in the Experian Data will remain vested in Us (or Our third party licensors).

5.2 The provisions of these Terms and Conditions will remain in force for so long as You receive the Broker Services from the Services Provider. However, We may terminate Your entitlement to have the Experian Data used as part of the Services on written notice to You if You commit a material breach of any of these Terms and Conditions which is not remedied within 28 days after receipt of a notice from Us specifying the breach, requiring its remedy and making clear that failure to remedy may result in such termination.

5.3 If any part of these Terms and Conditions is found to be invalid or unenforceable by any Court or other competent body such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions and such other provisions shall remain in full force and effect.

5.4 If either of us fails to exercise a right or remedy which arises in relation to these Terms and Conditions, such failure shall not prevent the exercise of that right or remedy subsequently in respect of that or any other incident.

5.5 A waiver of any breach of these Terms and Conditions shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provisions. Any waiver of a breach of any terms of these Terms and Conditions shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other of these Terms and Conditions.

5.6 Nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement.

5.7 These Terms and Conditions and all matters arising out of them shall be governed by, and construed in accordance with the Laws of England. The English Courts shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with these Terms and Conditions.

### 6. Compliance

6.1 You shall only permit Approved Brokers to access and benefit from the Experian Data.

6.2 If an Approved Broker ceases to meet the Broker Criteria or fails to comply with the Broker Declaration, You shall notify us promptly and ensure that such Broker's access to the Experian Data ceases immediately.

6.3 Prior to using the Experian Data in relation to any individual, You shall ensure that such individual is notified on the following terms: In order to find the most suitable product for you we may use the information held at credit reference agencies (CRAs). A CRA is a company that collects personal information from various sources and provides that personal information for variety of uses (including to prospective lenders for the purposes of making credit decisions). By confirming your agreement to proceed you are confirming that we may each use your information in this way.

### Use of Personal Information:

We will search a CRA who will provide us with information about you to assess creditworthiness and product suitability and check your identity. They will provide us with the publicly held data, including the electoral roll and shared credit performance data. If you have a financial associate their data may also be provided.

Some lenders will confirm if you are an existing customer, and as such may be eligible for additional offers.

We will use the information provided to us by a CRA to help decide which products may be best for you. It is important to note that there may be other products available from lenders who are not represented by this service.

When the CRA receives a search from us they will place a quotation search footprint on your credit report, whether or not you decide to apply for the product. This search will not affect your ability to gain credit.

The information which we provide to the CRA may be supplied by them to other organisations such as Fraud Prevention Agencies and used by those organisations for the purposes of checking identity, preventing fraud, tracing and collection of debt. The CRA may also use the data to undertake statistical analysis.

If you choose to apply for a product, the lender will undertake a full credit check and provide you with further privacy information for that product.

More information about each CRA and what it does with personal data is available at the following locations:

Call Credit: [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain)

Equifax: [www.equifax.co.uk/crain](http://www.equifax.co.uk/crain)

Experian: [www.experian.co.uk/crain](http://www.experian.co.uk/crain)

You can contact any of the CRA's if you wish to obtain a copy of your credit report. Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to [www.experian.co.uk](http://www.experian.co.uk)

CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414

Equifax PLC, Credit File Advice Centre, PO Box 1140, Bradford, BD1 5US or call 0844 335 0550 or log on to [www.myequifax.co.uk](http://www.myequifax.co.uk) 6.6 Your access to the Experian Data is conditional on

You being registered with (i) the FCA to conduct mortgage broking advice services, and (ii) the ICO under the Data Protection Act 2018 in relation to the processing of personal data required for the provision of services to potential mortgagees.



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**6.4** You will procure that prior to accessing the Experian Data for the first time (or after a Broker's FCA number has changed), each Broker shall accept the terms of the Broker Declaration. You will notify the Service Provider if at any time you become aware that the Broker has failed to comply with the terms of the Broker Declaration and on request, You will provide such evidence as Experian reasonably requires to evidence each Broker's acceptance of the Broker Declaration.

**6.5** You will co-operate in a timely manner with Experian in relation to any consumer queries to be investigated following the recording of a search on your credit report, to enable Experian to comply with the Consumer Credit Act (1974) (which requires Experian to respond to queries fully within 28 days).

## Broker declaration

### 1 Definitions

**1.1** The following words and phrases shall have the following meanings:

- **"Confidential Information"** means the Experian Data and the provisions of this declaration;
- **"Eligibility Module"** means Iress FS Limited's Xplan Mortgage Eligibility Module;
- **"Experian Data"** means any of the data forming part of the Experian Data Services
- **"Experian Data Services"** means the provision of certain data to You by Experian Limited, via the Eligibility Module;
- **"You"** means Experian Limited (and **"Your"** shall be construed accordingly);
- **"I"** means you as identified in this declaration (and **"My"** shall be construed accordingly).

### 2 Declaration

**2.1** I confirm and acknowledge that, in consideration for being permitted access to the Experian Data Services, I agree to the following terms and conditions in relation to the receipt and use of the Experian Data Services.

**2.2** I confirm that:

**2.2.1** I have a valid data protection registration as required by the ICO under the Data Protection Act 2018 in relation to the processing of personal data required for the provision of services to potential mortgagees;

**2.2.2** I have a valid FCA registration to conduct mortgage broking advice services;

and **2.2.3** If the declarations in Clauses 2.2.1 or 2.2.2 are not true at any time I will inform You and I will not use the Experian Data Services.

**3** You shall not have any liability to me arising out of or in respect of my use of the Experian Data. Without prejudice to the foregoing,

- (a) You shall not have any liability to me for any indirect or consequential loss;
- (b) I acknowledge that your services are not intended to be used as the sole basis for any business decision, and are based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for You to guarantee and your services involve models and techniques based on statistical analysis, probability and predictive behaviour. I accept therefore that You are not able to accept any liability for
- (i) any inaccuracy, incompleteness or other error in the Experian Data which arises as a result of data provided to Experian by Me or any third party;
- (ii) any failure of the Experian Data Services to achieve any particular result for Me.

**4** Nothing in this declaration shall limit or exclude Your liability to Me for death or personal injury caused by Your negligence, or the negligence of our servants or agents.

**5** I will keep the Confidential Information strictly confidential and not disclose any part of the same to any person except as permitted by or required for the purposes of the receipt of the Experian Data Services.

**6** The provisions of Clause 6 above do not apply to any information to the extent it is or comes within the public domain, or is required to be disclosed by law.

**7** I will only use the Experian Data in connection with individuals I have a direct and existing contractual relationship with, and (ii) I will not resell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Experian Data.

**8** I warrant that the use by You of any information, data, software, documentation, scorecards and/or services which I provide shall not infringe any third party intellectual property rights.

**9** I grant You a perpetual, royalty free, non-exclusive, non-transferable licence to use and copy any data or materials I provide to You in order to perform the Services and/or in order for You to comply with any requests made to Experian under statute.

## 10 General

**10.1** The copyright, database rights and all other intellectual property rights in the Experian Data will remain vested in You (or Your third party licensors).

**10.2** The provisions of this declaration will remain in force for so long as I receive the Experian Data Services from the Eligibility Module. However, You may terminate My entitlement to have the Experian Data used as part of the Services on written notice to I commit a material breach of any of this declaration which is not remedied within 28 days after receipt of a notice from You specifying the breach, requiring its remedy and making clear that failure to remedy may result in such termination.

**10.3** If any part of this declaration is found to be invalid or unenforceable by any Court or other competent body such invalidity or unenforceability shall not affect the other provisions of this declaration and such other provisions shall remain in full force and effect.

**10.4** If either of us fails to exercise a right or remedy which arises in relation to this declaration, such failure shall not prevent the exercise of that right or remedy subsequently in respect of that or any other incident.

**10.5** A waiver of any breach of this declaration shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provisions. Any waiver of a breach of any terms of this declaration shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other of this declaration.

**10.6** Nothing in this declaration shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement.

**10.7** This declaration and all matters arising out of them shall be governed by, and construed in accordance with the Laws of England. The English Courts shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with this declaration.

## 11 Data Subject Notification

Prior to using the Experian Data Services in relation to any individual, I shall ensure that such individual has been notified on the following terms and ensure they understand that a soft credit search will be carried out:

In order to find the most suitable product for you we may use the information held at credit reference agencies (CRAs). How we and the CRAs will use your information is detailed in the section of the terms and conditions called "use of personal information".

### Use of Personal Information:

We will search a CRA who will provide us with publicly held data, including the electoral roll and shared credit performance data. If you have a financial associate their data may also be provided.

We will use the information provided to us by a CRA to help decide which products may be best for you. It is important to note that there may be other products available from lenders who are not represented by this service.

When the CRA receives a search from us they will place a quotation search footprint on your credit report, whether or not you decide to apply for the product. This search will not affect your ability to gain credit.

The information which we provide to the CRA may be supplied by them to other organisations and used by those organisations for the purposes of checking identity, preventing fraud, tracing and collection of debt. The CRA may also use the data to undertake statistical analysis.

If you choose to apply for a product, we will undertake a credit check and provide you with the terms and conditions for that product.

You can contact the CRAs as follows, they will charge a small statutory fee if you wish to obtain a copy of your credit report.

Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to [www.experian.co.uk](http://www.experian.co.uk).

CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414

Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 010 0583 or log on to [www.myequifax.co.uk](http://www.myequifax.co.uk).