

Terms and Conditions of Use

Tesco Bank Mortgage Intermediaries online Terms of Use (April 2016)

Section A: About the conditions

References to us and you

1. Any reference to 'we', 'us' and 'our' (and the normal extensions of these terms) in these terms and conditions of use is a reference to Tesco Bank, a trading name of Tesco Personal Finance plc. Registered in Scotland no. SC173199. Registered Office: 2 South Gyle Crescent, Edinburgh EH12 9FQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority,; and
2. Any reference to 'you' and 'your' means (as appropriate) the Organisation who introduces an Applicant to us or any individual applying to register to use this website on behalf of that Organisation.

Directly Authorised Firms

3. If you are acting for a directly authorised intermediary firm, we and your firm will have previously entered into an Intermediary Agreement governing the submission by you and your colleagues of applications to us. That Intermediary Agreement states in particular that the use of our mortgage intermediary website and all the facilities provided in connection with it (referred to hereafter as 'this website') by you and your colleagues in relation to the submission of applications is subject to these Terms and Conditions of Use (referred to hereafter as 'these Conditions'). You should therefore read these Conditions together with the Intermediary Agreement (as may be varied by the parties from time to time). In the event of any conflict between these Conditions and the Intermediary Agreement, the relevant term(s) of the Intermediary Agreement will take precedence.

Appointed Representative of a Principal Firm

4. If you are acting for an Appointed Representative of a Principal Firm, we and your Principal Firm will have previously entered into an Intermediary Agreement governing the submission by you and your colleagues of applications to us. You should ensure that your Principal Firm has provided to you the provisions of that Intermediary Agreement that apply to its Appointed Representatives. That Intermediary Agreement states in particular that the use of our mortgage intermediary website and all the facilities provided in connection with it (referred to hereafter as 'this website') by you and your colleagues in relation to the submission of applications is subject to these Terms and Conditions of Use (referred to hereafter as 'these Conditions'). You should therefore read these Conditions together with the relevant provisions of the Intermediary Agreement we have in place with your Principal Firm (as may be varied by the parties from time to time). In the event of any conflict between these Conditions and the Intermediary Agreement, the relevant term(s) of the Intermediary Agreement will take precedence.

About the Conditions

5. Wherever we mention the 'Conditions' in these terms and conditions of use, we mean:
 - a) these terms and conditions of use and the Intermediary Agreement taken together.
 - b) the latest version of that document as it may be changed or replaced from time to time in line with the agreement.
6. It is important that you read and understand these Conditions before you start to use this website. By confirming your acceptance you are accepting these Conditions in their entirety.
7. We recommend that you print a copy of these Conditions for your reference.
8. We may amend these Conditions at any time upon notice. Your use of this website after any amendment will be subject to these Conditions as amended.
9. The products and services advertised on this website are subject to availability, and may be withdrawn or amended without notice.
10. Information on this website about products is provided for the benefit of residents of England, Wales, Northern Ireland and Scotland only. We reserve the right to decline any application for any product from anyone resident in any other jurisdiction (including, for the avoidance of doubt, elsewhere in the United Kingdom).

Scope of Conditions

11. These Conditions set out the terms upon which you may use this website, and upon which we will deal with you if and when you introduce an Applicant to us through this website.
12. We reserve the right not to accept any Application submitted by you for any reason and, to the extent permitted by law and regulation, without giving any explanation.
13. You are responsible for advising Applicants that data about them and their Application will be transmitted electronically, and that you may track the progress of their Application electronically.

Section B: Roles and definitions

Definition of terms

1. In these Conditions, the following definitions apply:

Term	What this means
Administrator	A nominated person representing an Organisation who may review and monitor the progress of Applications on a read-only basis on behalf of an Intermediary employed or otherwise engaged by that Organisation
Applicant	A person or persons applying for a mortgage product offered by us
Application	Any application for a mortgage from us that you send to us on behalf of an Applicant
Appointed Representative	A person who acts as a Principal Firm's representative in accordance with Section 39 of the Financial Services and Markets Act 2000;
Deputy	A nominated person representing an Organisation who may review and monitor the progress of Applications, upload evidence and submit Applications on behalf of an Intermediary employed or otherwise engaged by that Organisation
Intermediary	A person who acts as a Principal Firm's representative in accordance with Section 39 of the Financial Services and Markets Act 2000;
Intermediary Agreement	The Agreement between Tesco Bank and your firm which governs the submission of applications by you and your colleagues to us.
Organisation	The sole principal, partnership, company or limited partnership by which the relevant User is employed or otherwise engaged (other than as an Appointed Representative);
Principal Firm	An intermediary firm which engages with, controls, co-ordinates and operates with product providers through, a network of Appointed Representatives
User	Means any user of this website

User Roles

2. As part of the registration process you will be required to select one of the following roles, defined in paragraph 3 above:
 - Intermediary
 - Deputy
 - Administrator
3. By registering as Intermediary or Deputy for your Organisation you are accepting responsibility for: ensuring that you register for your Organisation and none other;
 - a) submitting Applications on behalf of your Organisation and monitoring the progress of each Application;
 - b) ensuring that your email address given to us is correct;
 - c) ensuring that your personal details given to us are up to date and correct.
4. As an Intermediary you are responsible for authorising suitable personnel to become your Organisation's Administrator or Deputy for you and, on your behalf, to submit and/or monitor progress of Applications submitted by you.
5. By registering as Administrator for your Organisation you are not authorised to submit Applications to us, but you are accepting responsibility for:
 - a) ensuring that you register for your Organisation and none other;
 - b) ensuring that your email address given to us is correct; and
 - c) ensuring that your personal details given to us are up to date and correct.

Section C: Termination or restriction of access

1. We can terminate any User's registration at any time.
2. We can restrict or refuse your access to all or any part of this website at any time, and without notice or explanation.
3. Any termination under this Section C will not affect any accrued rights or liabilities of either party under these Conditions nor will it affect the coming into force of any provision hereof which is expressly or by implication intended to come into force on or after such termination.

Section D: Data Use

1. We will process information submitted to or derived from this website about you, and partners (if you are in partnership), your Organisation's personnel authorised to submit Applications to us on behalf of Applicants, our statement of account for fees due to you (if applicable), Applicants, and their conduct of their accounts for our legitimate business purposes only and in accordance with the provisions of the relevant Intermediary Agreement.
2. When you first register on our website, we'll ask you for an email address, mobile phone number and a secure password. We will use the email address to contact you about our products and services, unless you ask us not to do so. We will not give your email address to any unauthorised third parties.
3. We will keep a record of the mobile telephone number you provide to us during your registration. We will use it to notify you about case progress. We will not give your mobile phone number to any unauthorised third parties.

Section E: Security and Privacy

1. Certain areas of this website are secure. You may only access these secure areas once your Organisation's Intermediary Agreement has been approved by us, you have completed your registration via this website and set your password.
2. We can refuse to complete your registration at any time, and without offering any explanation. If you have registered, we can revoke your access at any time, and without offering any explanation.
3. Responsibility for the security of your password rests with you. To ensure the security of your account, your security details and our systems, you must do the following:
 - a) Keep your security details confidential – don't write them down or record them in a way that could be easily understood by someone else;
 - b) Tell us immediately if you know or believe that someone else knows your security details.
 - c) Tell us immediately if you experience any failure, delay or mistake in the service so that we can check and, if needed, put right the problem.
4. If your password is revealed to a third party (even another individual within your Organisation), whether deliberately or in error or otherwise, we will not be liable to you or to any Applicant for any loss incurred and you agree to indemnify us in respect of losses or expenses incurred by us as a result of the unauthorised use of your password by any third party.
5. If you forget your password, or if you believe that someone else knows your password, you must change it and let us know immediately.
6. You can tell which areas of this website are secure by the appearance of a security symbol in the browser status bar (please note, the security symbol varies on different browsers and platforms. On most recent browsers, this is indicated by a securely closed padlock. It is your responsibility to understand which symbol represents security on your browser – please contact the software vendor for further details). Any information sent to us using a secure area will be encrypted to a high standard and sent on to us in a secure format.
7. Calls to any of the telephone numbers on this website may be monitored and recorded, to help us to maintain the quality of service we provide to you.
8. Further Information on Security and Privacy is available on this website.

Section F: Website Access, Use and Intellectual Property

1. We will endeavour to make the unsecure areas and the secure areas of this website available for your use. However, routine maintenance, demand on the systems and other circumstances may mean that this is not always possible or that particular services are slow or unavailable. In particular, there may be some countries where on-line access does not work. We cannot therefore guarantee the availability of our website and we won't be liable for any losses suffered as a result of our website being slow or not being available in these circumstances.
2. We will not be responsible for any losses suffered if you cannot access the relevant part of this website at the relevant time (for example if it results in you not being able to submit an Application for a particular product).
3. We are also not responsible if the means of communication you use to access this website or to send us information, or to receive information from us, does not work properly.
4. Access to this website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.
5. All content on this website is provided for your information and for illustrative purposes only. We aim to ensure that the content is current and accurate, but do not accept any liability to you or any Applicant where it is not, whether in contract, tort, negligence, or otherwise, and whether direct or indirect. If you want to rely on any information provided in this website, you should check its currency and accuracy directly with us, before placing any reliance on it.

6. Where we provide on this website a direct link to any other site not under our control, we accept no liability for the content of, or your use of, that other site. If you use any such link, you leave this website. We neither guarantee the accuracy of the content of any linked site, nor do we necessarily endorse or approve of that content. We cannot guarantee that you will be able to access the site via the link on this website at any time.
7. We aim to ensure that this website is free of all viruses and technical defects of any description. Due to the nature of the internet however, and the possibility of third party interference, this cannot be guaranteed, and we will not be liable for any damage or loss caused as a result of your use of this website.
8. The content of this website does not constitute an offer to contract. The information does not constitute advice or a recommendation to you or to any Applicant. You are responsible for providing proper advice to Applicants on the suitability of our products. We do not guarantee that the products and services advertised on this website will be suitable for any Applicant.
9. Unless otherwise stated, the copyright, trademarks and other intellectual property rights in all materials on this website (including without limitation text, tools, photographs and graphical images) are owned by us or our licensors.
10. You are allowed (as appropriate) to:
 - a) Use;
 - b) Download;
 - c) And print the information and tools available on this website for the purpose only of introducing Applicants and submitting Applications to us.
11. You may not:
 - a) otherwise extract;
 - b) distribute the material contained within this website;
 - c) or use the material and tools for any commercial benefit to yourself or others.
12. If you wish to use this website content for any other purpose, or in any other way (such as, without limitation, to provide a link to this website from another site), you must contact us to obtain our prior written consent. We may not give consent. If any consent is given we will explain as part of the consent how you will be permitted to use this website and its contents.
13. Any rights not expressly granted in these Conditions are reserved.

Section G: Miscellaneous

1. These Conditions and your use of this website are governed by, and will be construed in accordance with, English law. The courts of England will have exclusive jurisdiction to determine any disputes arising.
2. This website is not intended for your use if you, or the Applicant, are resident outside England, Wales, Northern Ireland and Scotland; we therefore do not guarantee that this website complies with the laws and regulations of any other jurisdiction.
3. No forbearance or delay by either party in enforcing these Conditions will prejudice or restrict the rights of that party, nor will any waiver of its rights operate as a waiver of any subsequent breach. No right, power or remedy conferred on or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy will be cumulative.
4. The illegality, invalidity or unenforceability of any of these Conditions will not affect the legality, validity or enforceability of any of the other Conditions.
5. You may not assign, subcontract or otherwise transfer any rights and obligations under these Conditions whether in whole or in part without our prior written consent.
6. Headings in these Conditions are for convenience only and will not affect their interpretation.