



**onefamily**  
modern family finance



for future generations

# Over 50s Life Cover

## Intermediary Terms of Business

For use by authorised Financial Advisers only

# Registration Form

The Intermediary shall be appointed from the Effective Date to arrange Business for OneFamily by this Agreement, comprising this Registration Form and the attached Terms of Business to the exclusion of all other terms and superseding all previous terms issued by either OneFamily or the Intermediary prior to the Effective Date for the OneFamily products listed within the Business below.

OneFamily: Family Assurance Friendly Society Limited, an incorporated friendly under No. 939F of 16/17 West Street, Brighton BN1 2RL for the benefit of itself and each of its subsidiaries and each such subsidiary is authorised to take any action on OneFamily's behalf with respect to this Agreement.

## Section 1

*(To be completed by OneFamily)*

Signature:

Name/Title:

Date:

 /  / 

## Section 2

*(To be completed by Intermediary)*

**Intermediary:**

*(Insert full corporate or business name) of*

*(Insert address)*



Company No: *(Insert if applicable)*

with FCA Registered No:

Signature:

Name/Title:

Date:

 /  / 

**Effective Date:**

 /  / 

*(To be completed by OneFamily)*

**Appointment Type** *(Delete as applicable) – Clause 2.5*

- Sole Tie:** The Intermediary (and its Agents) is/are exclusive to OneFamily and only distribute(s) the Product – in the case of an Intermediary operating as a “network” of Appointed Representatives, this can apply to either all or a selection of the Intermediary's Appointed Representatives.
- Multi-Tie:** The Intermediary is not exclusive to OneFamily and distributes the Product with OneFamily as one of a limited panel of product providers.
- Whole of Market:** The Intermediary is not exclusive to OneFamily and distributes the Product as one product from a choice of products of any other product provider.

**Personal Guarantee Applicable:** Yes/No *(Delete as applicable) – Clause 7.4*

**Commissions:** *(Table to be completed) – Clauses 7 to 10*

**This table is to be completed by OneFamily Only**

Initial (% of API)	Renewal (% of API)	Earning Period	Indemnity/Non-Indemnity Terms

Notes applicable to Commissions: To calculate the claw back amount that applies to indemnity terms, one divides the initial Commission paid by the number months of the applicable Earning Period, and then multiplies that by the number of months where Commission is deemed to be unearned. For example, for a Product that paid £1,200 initial commission and has a 48-month Earning Period, but then subsequently closes after 6 months, the claw back calculation would be £1,200/48 x 42 = £1050. Where Commission is payable on non-indemnity terms with a 48-month Earning Period, the Commission is earned monthly at 1/48th of the initial rate.

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## 1. Definitions and Interpretation

1.1 In this Agreement: the following terms shall have the following meanings:

**“Act”** means the Financial Services and Markets Act 2000.

**“Agent”** means any delegate or other person, including any Appointed Representative, who undertakes Business from time to time on the Intermediary’s behalf.

**“Agreement”** means this Agreement, comprised of these Terms and the Registration Form to which they are attached.

**“Appointed Representative”** has the meaning given to it in the Glossary to the Handbook of the FCA.

**“Business”** means the referral of Clients to OneFamily by the Intermediary or its Agents in respect of the Product.

**“Client”** means the Intermediary’s (or, where applicable, its Agent’s) “client” who is the applicant for Business and, where appropriate, shall also mean the policyholder.

**“Client Data”** means Personal Data of Clients.

**“Commission”** means the remuneration payable to the Intermediary by OneFamily which is payable only to the extent permitted by applicable law and regulation and is deemed to be inclusive of any applicable VAT.

**“Data Controller”, “Data Processor”, “Data Processing” and “Personal Data”** have the meanings set out in the GDPR.

**“Data Protection Legislation”** means the GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as they may be amended from time to time, and includes any data protection legislation applicable to the performance of the Agreement that supersedes or replaces them.

**“Earning Period”** means the period from the inception of a Product until the time Commission is fully earned on indemnity terms or non-indemnity Commission ceases (as applicable).

**“FCA”** means the Financial Conduct Authority and any successor organisation.

**“GDPR”** means the General Data Protection Regulations 2016/679.

**“Product”** means the OneFamily whole of life “over 50s” life assurance policy as from time to time made available by OneFamily.

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## 2. Scope and Relationship

2.1 These Terms set out the conditions upon which OneFamily will accept Business from the Intermediary and its Agents.

2.2 The Intermediary is the agent of the Client in submitting Business to OneFamily and will remain the agent of the Client until OneFamily is advised in writing otherwise. Notwithstanding the Client’s relationship with the Intermediary, it is acknowledged that Clients become customers of OneFamily and a separate Client relationship with OneFamily exists in respect of the Product and OneFamily shall be entitled to communicate with Clients as it sees fit. The Intermediary must not conduct Business with or through any third party other than an Agent properly notified to and accepted by OneFamily in accordance with this Agreement.

2.3 Nothing in these Terms shall oblige OneFamily to accept Business from the Intermediary.

2.4 The Intermediary hereby authorises OneFamily to undertake, and shall provide all reasonable assistance to OneFamily in respect of, all checks that it may require as part of its Intermediary, Agent and Client on-boarding and ongoing due diligence processes. These include, but are not limited to, credit checks, financial standing checks, regulatory registers and third parties checks in respect of the Intermediary and its officers, executives, employees and Agents, as and when required.

2.5 This Agreement is either “Sole Tie”, “Multi-Tie” or “Whole of Market” as indicated in the Registration Form. Nothing in this Agreement shall preclude either party from entering into similar agreements with other institutions, firms, businesses or individuals provided that where the Registration Form stipulates that the Agreement is a “Sole Tie” the Intermediary and its Agents may not distribute life assurance or insurance products other than the Product.

- 2.6 The Intermediary shall inform OneFamily in writing of any changes to its contact details, controllers or status and those of its Agents and shall update OneFamily's relevant administrative systems accordingly.
- 2.7 The Intermediary will not (and will procure that its officers, employees and Agents will not) in any circumstances represent to a Client or any other person that it (or they) has/have any authority to bind or commit OneFamily in any way and is/are in any way acting as its agent and nothing in these Terms shall constitute a joint venture or partnership between the parties and the Intermediary will (and will procure that its officers, employees and Agents will) only use OneFamily's name, brand, trade names, trademarks, logos and promotional material as previously consented by OneFamily in writing and in accordance with its specified guidelines without amendment.
- 2.8 The Intermediary will (and will procure that its officers, employees and Agents will) only complete and use documentation relating to OneFamily or the Product that has been supplied and/or approved for such use by OneFamily but the Intermediary (and) its officers, employees and Agents may use their own documentation relating to their services and the Product where required by and in accordance with applicable law, regulation or good business practice, subject to any items not misrepresenting OneFamily or the Product.

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### **3. Intermediary's Obligations**

- 3.1 The Intermediary (including any Agent) must, at all times, hold all relevant legal, regulatory and other authorisations, consents and permissions necessary for carrying out its business and placing Business with OneFamily and the Intermediary shall immediately notify OneFamily in writing if it or any Agent ceases to hold the same or if there are or there is any reasonable prospect of relevant material changes to such status or authorisations, consents or permissions.
- 3.2 The Intermediary shall (and shall procure that its officers, employees and Agents shall) conduct its business activities strictly in accordance with all applicable laws and regulations, do nothing that may render OneFamily in breach of the same and immediately notify OneFamily in writing of any material breach that may impact OneFamily or any Client.
- 3.3 The Intermediary shall (and shall procure that its officers, employees and Agents shall) at all times act honestly and with integrity, using all due skill and care and shall ensure the accuracy of Client Data supplied to OneFamily.
- 3.4 The Intermediary must notify OneFamily immediately if it or any Agent is, or is to be, formally investigated by any regulatory authority (including the FCA or the Information Commissioner's Office), whether or not that investigation proceeds, and provide OneFamily with all relevant details, including the reasons for the investigation. For the avoidance of doubt, this does not include notifying OneFamily of any investigation that constitutes a standard audit or inspection visit by the regulators.
- 3.5 The Intermediary must notify OneFamily immediately if there is a change in control of the Intermediary or any Agent, including a whole or partial change of ownership or directors and if any individual working for the Intermediary or any Agent is suspended or disqualified by any regulator, is convicted of a criminal offence including involving violence, fraud, bribery, corruption, consumer protection or dishonesty.
- 3.6 The Intermediary shall have in place and maintain appropriate professional indemnity insurance and insurance to cover its risks within these Terms which must be maintained for at least six years following the end of OneFamily's relationship with the Intermediary and the Intermediary will bear any and all excesses and deductibles applicable.
- 3.7 The Intermediary shall indemnify OneFamily against all losses, costs, damages, expenses, liabilities, charges and claims incurred by OneFamily directly or indirectly as a result of any breach of this Agreement, any tort committed, any legal or regulatory compliance failure and any provision of inaccurate or misleading information by it, its employees, officers or Agents in connection with this Agreement.

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### **4. Business Relationship**

- 4.1 Each of the Intermediary and OneFamily agrees to co-ordinate its activities with the other to ensure both parties meet their respective regulatory, legal and other responsibilities and achieve fair outcomes for Clients. To facilitate this co-ordination, OneFamily may request, and the Intermediary shall provide, information from the Intermediary from time to time to provide assurance about the quality of Business submitted and the effective management of the Intermediary and its Agents.
- 4.2 OneFamily reserves the right to conduct further enquiries to satisfy any concerns it may have in connection with this Agreement.

## 5. Information sharing

- 5.1 In accordance with its regulatory distribution oversight requirements, OneFamily may request information from the Intermediary to allow it to understand how the Intermediary and its Agents are distributing the Product with Clients by reviewing their sales processes including but not limited to requesting the following information:
- i) The Client journey followed;
  - ii) How the Product has been presented to any Client;
  - iii) Client risk warning and signposting processes;
- Policies and procedures in relation to the fair treatment of customers (including in particular vulnerable Clients, being persons who are especially susceptible to detriment given their personal circumstances);
- v) Any sales incentive scheme(s) that may have been used;
  - vi) The adequacy of the applicable control environment; and
  - vii) Compliance with these Terms and the applicable legal and regulatory requirements
- 5.2 The Intermediary shall comply promptly with any reasonable request by OneFamily for information (which without limitation shall include documents whether stored electronically or otherwise) relating to the audit rights granted under this Agreement.
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## 6. Applications

- 6.1 OneFamily agrees to accept applications from the Intermediary and its Agents on behalf of Clients via the OneFamily adviser portal to which selected individuals from the Intermediary and its Agents are accorded access for the limited purpose of submitting bona fide applications for Products that are properly proposed to applicants in accordance with applicable legal and regulatory requirements and which the Intermediary or its relevant Agent reasonably considers appropriate, suitable and of a long term nature.
- 6.2 OneFamily will consider all applications submitted by the Intermediary or its Agents on behalf of Clients in good faith and OneFamily retains sole discretion for the acceptance of applications.
- 6.3 The Intermediary must ensure all applications submitted by it or on its behalf comply with applicable law and regulations, including evidence of the Client's identity and agreement to proceed.
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## 7. Commission

- 7.1 OneFamily will credit or pay Commission on all Business properly submitted to it by or on behalf of the Intermediary and accepted by it, except where the Intermediary has confirmed to OneFamily that it does not require Commission to be paid.
- 7.2 Commission terms are as set out in the Registration Form and may be on an indemnity or a non-indemnity basis as shown therein. In addition, OneFamily may publish detailed Commission terms at any time which will apply to all Business placed after publication and which are available on request. In particular, OneFamily reserves the right to amend Commission rates if the Intermediary or any Agent fails to achieve any minimum standards and metrics OneFamily may have provided. Any changes to Commission rates will be notified to the Intermediary by OneFamily in writing and will supersede any previously agreed Commission rates.
- 7.3 Where OneFamily's Commission terms provide for a choice of different commission options (as between indemnity and non-indemnity), the Intermediary will, at the time of submitting an item of Business, advise OneFamily of the basis on which it requires Commission to be paid for that item of Business. Where no such advice is given, OneFamily will pay Commission on such basis as it considers appropriate in the circumstances.
- 7.4 OneFamily reserves the right, at any time, to require the Intermediary to provide appropriate personal guarantees of its officers or controllers as a condition of the Agreement and, where so required, including where stipulated in the Registration Form, the Intermediary shall procure the same in such form as OneFamily may from time to time require.

- 7.5 Commission will only be paid once in respect of any Business submitted. If any third party and the Intermediary claim Commission in respect of the same piece of Business, the Commission will normally be paid to the Intermediary recognised by the Client as his or her agent at the time when the application for Business is completed or the increment to the Product is submitted to OneFamily but OneFamily shall have absolute discretion to decide to whom Commission should be paid and its decision shall be final, binding and without liability to the Intermediary or any Agent.
- 7.6 The Intermediary shall pay Commissions it receives from OneFamily on to its Agents in accordance with its arrangements with them and shall be liable for any claim by any of its Agents relating to or arising from any Commission payment. Split Commission arrangements must be approved by OneFamily in advance of Commission becoming due and the Intermediary must complete and return the relevant split Commission documentation signed by both parties. The date the split commission takes effect will be one working day after OneFamily receives the completed documentation and the Intermediary shall nevertheless remain liable for the full amount of any Commission clawback that may become due.
- 7.7 Any changes to a split Commission agreement between the Intermediary and a third party must be provided to OneFamily in writing and will take effect one working day after it being received and accepted by OneFamily.
- 7.8 In the event of non-payment of any Commission clawback by the Intermediary when due, the Intermediary shall be deemed to have assigned the benefit of any entitlement the Intermediary may have to recovery of Commission paid to any of its Agents which assignment shall entitle OneFamily to recover the same from the Agent directly without recourse to the Intermediary but without prejudice to OneFamily's entitlement to clawback of Commission from the Intermediary.
- 7.9 OneFamily will send the Intermediary a Commission statement on a regular basis which shall be the conclusive record of Commission due to the Intermediary, save in the case of manifest error or omission.
- 7.10 No notification of a change of intermediary (whether from or to the Intermediary) for a particular Client will be accepted by OneFamily unless it is given in writing, including electronic written communication. Where Business is transferred from the Intermediary's account to another intermediary at an individual Client's request, the Intermediary will remain liable for any Commission clawback on that Business.
- 7.11 OneFamily reserves the right to pay Commission (including on indemnity and non-indemnity bases) at its absolute discretion, to define the frequency it is paid, to set a maximum ceiling on the amount of indemnity Commission to be paid to the Intermediary and to suspend, withdraw or withhold payment of all or some indemnity Commission at any time at its discretion, including whenever the amount of the Intermediary's unearned Commission exceeds such sum as OneFamily may from time to time deem appropriate and where OneFamily considers it necessary to make further investigations.
- 7.12 Where OneFamily has granted indemnity basis term, it will on request by the Intermediary pay the total amount of initial Commission, discounted in accordance with OneFamily's then prevailing Commission terms, upon acceptance of the Business and receipt of the first premium for the relevant Product.
- 7.13 OneFamily shall pay non-indemnity Commission in accordance with this Agreement when in receipt of the monthly premium from the relevant Client for the Earning Period but may cease paying non indemnity Commission in accordance with the terms of this Agreement.
- 7.14 Commission paid on indemnity basis terms is paid conditionally upon it being earned and, in the event, that premiums cease (including on death) then the said Commission will, in whole or in part, be deemed not to have been earned. In such circumstances the Intermediary shall repay, or OneFamily shall otherwise recover from the Intermediary, the unearned Commission calculated in accordance with this Agreement.
- 7.15 Where Business is reinstated, OneFamily will pay any Commission resulting from the reinstatement to the intermediary (which may or may not be the Intermediary) whose advice or actions, at OneFamily's sole discretion, were instrumental in leading to the reinstatement.
- 7.16 If the amount of the Commission payable at any time is less than £100, payable exceeds that figure.
- 7.17 OneFamily reserves the right to set off the payment of Commission due to the Intermediary or its Agents against any debt due from to OneFamily them and if the Intermediary holds more than one account with OneFamily, it reserves the right to set off one account against another for monies due to it.

- 7.18 Without prejudice to the other provisions of this Agreement, paid in the following circumstances:
- i) If the relevant Product is cancelled within the statutory cancellation period.
  - ii) If OneFamily has paid the Commission in error, or otherwise than as provided in this Agreement.
  - iii) Closed due to death within the Earning Period
  - iv) In or outside the Earning Period

OneFamily has reason to believe the Intermediary or any of its employees, officers or Agents is suspected of fraud, potential fraud or any unlawful act which brings, or is likely to bring either party into disrepute

- vi) as a result of either a complaint by the Client against the Intermediary or any of its employees, officers or Agents or an order by a court, ombudsman, and/or regulatory body, premiums are requested to be refunded to the Client.

Provided that OneFamily will give notice to the Intermediary of a non-payment of premiums in respect of Products established by the Intermediary or its Agents as soon as it is practicable to do so.

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## 8. Overdue Clawback of Commission

- 8.1 If unearned Commission is not repaid to OneFamily within three months of clawback notification to the Intermediary, the Intermediary shall be required to pay interest on the debt at the rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 from the first date on which a premium on the Product was not received by OneFamily.
- 8.2 OneFamily reserves the right at its sole discretion to agree a repayment plan for any unearned Commission or other debts The Intermediary may owe to it but if the Intermediary fails in any respect to adhere to the terms of a repayment plan then OneFamily may revoke the repayment plan and demand immediate full payment.
- 8.3 OneFamily reserves the right to pursue all legal means to recover any debt due to it from the Intermediary and the Intermediary shall reimburse and be liable in addition for all reasonable costs of recovery, including OneFamily's reasonable internal administrative costs and expenses.

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## 9. Own Life Policies

- 9.1 OneFamily will not pay Commission on a Product where the applicant for Business is a person connected with the Intermediary, for example an officer, partner, employee, Agent or relative of one of these parties, as OneFamily may in its absolute discretion determine and the Intermediary must inform OneFamily promptly at the time such Business is in prospect.
- 9.2 If OneFamily discovers such 'own life' Business has been submitted without being informed of it then OneFamily reserves the right to clawback any indemnity or non-indemnity Commission already paid.

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## 10. Termination of Commission Payment

OneFamily will cease paying indemnity and/or non-indemnity Commission in the following circumstances:

- i) Death of the Intermediary, if an individual;
- ii) The Intermediary's entry into a voluntary arrangement with creditors, the commencement of bankruptcy or winding-up proceedings against the Intermediary or the appointment of a receiver or an administrative receiver over its assets or its entry into liquidation procedures (whether voluntary or compulsory);
- iii) The Intermediary or any relevant Agent ceasing to be authorised pursuant to the Act, or otherwise becoming, in OneFamily's opinion, unable to perform FCA regulated activities in connection with the Business to which the Commission payment relates;
- iv) OneFamily believes that the Intermediary or any of its officers, employees or Agents is acting fraudulently, otherwise in breach of legal or regulatory requirements, or in breach of this Agreement;



- v) Where, in OneFamily's opinion, the Intermediary or its relevant Agent is no longer the agent of the Client even though it may still be authorised under the Act;
- vi) Where OneFamily suspends or terminates this Agreement, notwithstanding that the Intermediary and/or its relevant Agent may continue to be authorised under the Act;

Where OneFamily considers continuing to make Commission payments to the Intermediary may damage its commercial reputation;

- viii) Where OneFamily decides it cannot make Commission payments to the Intermediary without contravening applicable law and/or regulations; or
- ix) Where OneFamily decides that the Intermediary or any relevant Agent fails to satisfy OneFamily's meet OneFamily's ethical standards for the conduct of intermediation business as provided in this Agreement.

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## 11. Agents

- 11.1 If the Intermediary appoints an Agent hereunder it accepts full and unconditional responsibility for their compliance with this Agreement.
- 11.2 If the Intermediary appoints an Agent hereunder Commission will be paid to the Intermediary and not to such Agent, unless as part of a split Commission arrangement, as provided in this Agreement.

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## 12. Premium Payment

- 12.1 The Intermediary and its Agents are not authorised to and must not collect any premiums in respect of Business submitted on behalf of a Client and the Intermediary must not, and shall procure that its employees, officers and Agents do not fund premiums on any Product in any way without OneFamily's prior written consent to the relevant incentive arrangement. For the avoidance of doubt, the Intermediary may not hold or handle client money as agent of an insurance undertaking, as set out in the FCA's Handbook.

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## 13. Transfer of Clients

- 13.1 If for any reason the Intermediary wishes to transfer Business to a third party, OneFamily may, subject to the terms of the Intermediary's agreement with the relevant third party and at OneFamily's sole discretion, transfer ongoing and future payment of Commission to them, subject to them meeting the requirements of OneFamily's terms and them signing to agree they will be bound by OneFamily's terms in respect of the Business transferred. Specifically, this includes them accepting all liabilities for debts arising in respect of Commission clawback.

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## 14. Cancellation Rights

- 14.1 If a Client exercises their statutory right to cancel an item of Business, no Commission shall be payable to the Intermediary in respect of such Business and any Commission already paid shall be repaid to OneFamily.

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## 15. Debt Reporting

- 15.1 In the event that the Intermediary is, at any time, indebted to OneFamily whether such debt is incurred as a result of the clawback of Commission or otherwise, OneFamily may disclose this information to relevant third parties such as other financial institutions, regulators, credit reference agencies or parties acting on their behalf.

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## 16. Documentation

- 16.1 The Intermediary must keep and maintain full and accurate records and accounts relating to Business conducted pursuant to these Terms in accordance with legal and regulatory requirements from time to time and sufficient to demonstrate compliance with these Terms.
- 16.2 The Intermediary will promptly provide copies of its relevant records to OneFamily on its reasonable request.

## **17. Complaints**

- 17.1 The parties agree to pass complaints from Clients to the other party forthwith upon receipt where these complaints have been misdirected to them by the Client.
- 17.2 Notwithstanding the parties' respective legal and regulatory responsibilities, each of them agrees to co-operate fully to resolve complaints from Clients fairly, including those complaints involving allegations against both parties.
- 17.3 On request the Intermediary will share information with OneFamily about complaints it receives in respect of Business to enable OneFamily to determine the quality of Business submitted hereunder and to take action to resolve any root causes of complaints.
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## **18. Variation**

- 18.1 OneFamily reserves the right to vary the terms contained in these Terms. OneFamily will not need to provide a formal written notification of a variation but may instead post any variation on its appropriate websites. Any variation will, subject to Clause 18.2 below, take effect no earlier than one month after posting on the website. By submitting Business to OneFamily at any time the Intermediary will be accepting the most recent version of OneFamily's terms of business.
- 18.2 Any variation will have immediate effect in circumstances where it must take effect earlier than one month from publication, for example to meet any legal or regulatory requirements.
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## **19. Communication and Electronic Mail**

- 19.1 The parties accept the integrity of all electronic mail messages and agree to accord these the same status as would be applicable to a document or to information sent other than by electronic means in regards to information relating to intermediary's.
- 19.2 OneFamily will only accept changes to client details either by phone or in writing from the client.
- 19.3 OneFamily requires all original documents relating to a client's policy to be sent in by post. OneFamily will not accept these documents by electronic means.
- 19.4 The parties agree not to contest the validity or enforceability of electronic mail messages in any legal proceedings between them respecting or related to a transaction and hereby expressly waive any right to raise any defence of waiver of liability based upon the absence of a memorandum in writing or a failure of execution.
- 19.5 OneFamily may accept e-mail or other electronic communications from or with the Intermediary upon such terms and subject to such additional or separate conditions as it may consider appropriate or desirable from time to time. This is subject to the strict understanding on the part of the Intermediary that OneFamily shall not be held responsible in the event that such communications are not, in whole or in part, received by it or are delayed for whatever reason.
- 19.6 The provisions of this Clause 19 are subject to Clause 24 as regards the formal service of notice and/or proceedings hereunder.
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## **20. Money Laundering**

- 20.1 In connection with all transactions with OneFamily, the Intermediary will meet all legal and regulatory requirements designed to prevent financial crime, including undertaking appropriate validation of Clients' identity, keeping relevant records.
- 20.2 The Intermediary will supply to OneFamily any information about Clients that it may reasonably require to further the prevention of financial crime and/or evidence legal and/or regulatory requirements have been met.

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## 21. Anti-Bribery, Corruption and Modern Slavery

- 20.1 The Intermediary warrants, represents and undertakes that:
- i) It, its officers, employees and Agents will comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
  - ii) It, its officers, employees and Agents will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if the activity, practice or conduct was carried out in the UK;
  - iii) It and its Agents will have and shall maintain in place throughout the term their own policies and procedures, including, but not limited to, adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements and will enforce them where appropriate; and
  - iv) It, its officers, employees and Agents have not been and are not engaged in any practices involving the use of child labour, forced labour, the exploitation of vulnerable people or human trafficking, all relevant employees and agency workers are paid in compliance with applicable employment laws and each of the Intermediary and its Agents will take all reasonable steps to prevent infringement of the foregoing.

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## 22. Confidentiality

- 22.1 Each party will not make or cause or permit to be made any use or disclosure of any of the other party's confidential information except to the extent necessary to comply with applicable law or regulation, to perform its obligations under these Terms or as expressly permitted by these Terms.
- 22.2 The duties in this clause 23 will survive any termination of this Agreement.

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## 23. Use of Information / Data / Data Protection

- 23.1 The Parties acknowledge and agree that each Party processes Client Data for its own purposes, and as such will be a separate Data Controller under the Data Protection Laws. For the avoidance of doubt, it is not envisaged that either Party (or any sub-contractor of a Party) shall act as a Data Processor of the other Party.
- 23.2 In respect of such Client Data, each Party shall:
- i) At their own expense obtain and at all times hold the necessary registrations and notifications under Data Protection Legislation as may be necessary to facilitate the performance of their obligations under these Terms
  - ii) Process the Client Data in accordance with Data Protection Legislation
  - iii) Collect such Client Data in compliance with Data Protection Legislation and ensure that the disclosure of such data to the other party is in compliance with Data Protection Legislation
  - iv) Ensure they have collected all necessary consents from the Client or have a sufficient legal basis for lawful processing
  - v) Ensure that all fair processing notices have been given and are sufficient in scope to enable OneFamily to process the Client Data as required in order to obtain the benefit of its rights , and to fulfil its obligations, under these Terms in accordance with Data Protection Legislation.
  - vi) Ensure that all appropriate technical and organisational measures are implemented and maintained to protect the Client Data.
- 23.3 The Intermediary will (and will procure that its Agents will) promptly and in any event within 24 hours notify OneFamily upon:
- i) Becoming aware of any breach of this Clause 23 or of a Client Data security breach;
  - ii) Receiving any request, correspondence, notice or other communication whether orally or in writing from the Information Commissioner's Office or any other person relating to Client Data processed by them if such communication may impact in any way whatsoever on OneFamily.

- 23.4 The Intermediary will share sufficient information with OneFamily to enable it to determine the Intermediary's and its Agents' compliance with Data Protection Legislation.
- 23.5 Nothing in this Agreement shall relieve the Intermediary of any liability for the acts or omissions of its Agents or any other person in relation to Client Data.
- 23.6 The following apply in respect of the Intermediary's and its Agents' Personal Data:
- i) OneFamily will Process such Personal Data in connection with the performance of its obligations and the receipt of benefit of its rights under these Terms;
  - ii) The Intermediary understands that it and its Agents have the right to request a copy of such relevant Personal Data and to request OneFamily to correct any inaccuracies in such Personal Data but OneFamily reserves the right to register information about its dealings with the Intermediary and its Agents including Personal Data with credit reference agencies and/ or other databases supplying or providing business analysis;
  - iii) The Intermediary acknowledges that OneFamily will process such Personal Data whether or not any application to OneFamily goes ahead and also that OneFamily will process information which relates to any contract the Intermediary enters with OneFamily;
  - iv) The Intermediary acknowledges that OneFamily may require such Personal Data for the purpose of carrying out market research and understands that it has the right to object at any time to OneFamily's use of such Personal Data.
- 23.7 The parties agree that any Client Data sent by electronic communications will be sent via a secure method.
- 23.8 It is a condition of the use of OneFamily's websites that any identifier, security mechanism or password issued for the purpose of gaining access to such websites including access to information on products and services held on third party software will be used appropriately prudently and kept secure. In particular, such passwords, identifiers and security mechanisms must not be made known or disclosed to any person other than OneFamily authorised persons. If at any time the security of a password or identifier is compromised, the Intermediary must immediately notify OneFamily and the Intermediary shall be liable to OneFamily for any losses, costs, expenses, liability or responsibility sustained by OneFamily arising from the Intermediary's or its Agents' failure to safeguard the password, identifier or security mechanism.
- 23.9 The Intermediary acknowledges and agrees that in no event shall OneFamily be held liable to it or its Agents for any losses, costs, expenses, liability or responsibility arising out of or in any way connected with the use or performance of OneFamily's websites, or with the delay or inability to use the websites, or the provision of or failure of any company or third party to provide or facilitate the websites.
- 23.10 The Intermediary and its Agents may not set up hypertext links from any website to OneFamily's websites without its prior written consent and the Intermediary will procure that its Agents and its employees and officers also comply with this requirement. Any consent given may be subject to specific conditions and OneFamily reserves the right to require at any time the removal of any such link.
- 23.11 In accessing any information or systems made available to the Intermediary from OneFamily from time to time, the Intermediary undertakes and warrants that:
- i) It is authorised, registered and holds the necessary consents from Clients to have such access and to process all information;
  - ii) It has in place appropriate technical and organisational security measures to ensure that the information is stored securely and not accessible to any unauthorised person;
  - iii) It has taken all appropriate steps to ensure that the information will not be disclosed to anyone who is not authorised to receive the information; and
  - iv) The information will be used by the Intermediary only for its legitimate business purposes and in compliance with its data protection registrations.

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## 24. Service of Documents

- 24.1 Any letter or other document shall be deemed to have been served upon a party if it is sent by post or left at the address for that party set out in the Registration Form (or any address properly notified in substitution therefore).
- 24.2 Any letter or document sent by post shall be deemed to have been served on the second business day following that on which it was posted and service shall be sufficiently proved if there is evidence that the envelope containing the letter or document was properly addressed, stamped and posted.

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## 25. Miscellaneous

- 25.1 These Terms shall be governed and construed in accordance with the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English courts.
- 25.2 In the event of any conflict between the provisions of these Terms and a provision in any other agreement between the parties then, save as expressly provided, the provisions of these Terms shall prevail. These Terms are subject to regulatory requirements and in the event of conflict between these Terms and the regulatory requirements, the regulatory requirements will prevail.
- 25.3 If any term or part of a term in these Terms is invalid or unenforceable for any reason this will not affect the validity or enforceability of the remainder.
- 25.4 OneFamily may assign or transfer all or any of its rights and obligations under these Terms at any time but the Intermediary may not assign or transfer any of its rights or obligations hereunder without OneFamily's prior written consent.
- 25.5 No person other than a party to these Terms may enforce this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 25.6 In this Agreement, general words are not to be given a restrictive meaning because they are followed by particular examples, headings shall not affect interpretation and references to legislation and statutory bodies shall include references to the same as amended or replaced.

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## 26. Termination

- 26.1 Any termination of this Agreement shall be without prejudice to the accrued rights of any party.
- 26.2 Either party may terminate the agreement constituted by these Terms by giving not less than 30 days' written notice to the other.
- 26.3 OneFamily, without affecting any other right available to it, may terminate the Agreement with immediate effect by written notice to the Intermediary if:
- i) The Intermediary fails to pay any amount due under this Agreement by the due payment date;
  - ii) The Intermediary commits a material breach of any other term of this Agreement which in OneFamily's reasonable opinion is not remedied forthwith or is irremediable;
  - iii) The Intermediary repeatedly breaches the Agreement in a manner which suggests to OneFamily that its conduct is inconsistent with the relationship created by the Agreement;
  - iv) Any information provided to OneFamily in connection with this Agreement proves to be false, inaccurate or misleading;
  - v) Any action is taken against the Intermediary or any of its officers, partners, controllers or Agents in consequence of debt, including for insolvency, winding up, bankruptcy, administration, receivership, attachment, sequestration or inability to pay debts;
  - vi) The Intermediary or any of its employees, officers or Agents commits a material breach of applicable law or regulation or is convicted of or becomes subject to criminal investigation in respect of any material offence;
  - vii) The Intermediary or any of its employees, officers or Agents fails to satisfy OneFamily's ethical standards for the conduct of intermediation business as provided in this Agreement.