



SMP Associate Firm – Terms & Conditions

These “Terms & Conditions” will apply to any agreement between, the Society of Mortgage Professionals, a trading name of the Chartered Insurance Institute (“SMP”), and you in relation to the Associate Firm scheme (the “Scheme”) pursuant to which Associate Firm status is granted to a corporate entity. Associate Firm status is subject to renewal on an annual basis.

Please read these Terms & Conditions carefully and make sure that you understand them. You should save them for future reference.

By completing and submitting this application you (“the Applicant”) acknowledge that you have read and agree to be bound by these Terms & Conditions, as amended from time to time and that you agree, confirm, represent and undertake as set out below.

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these Terms & Conditions.

Agreement: the agreement between the SMP and the Applicant in respect of Associate Firm status in accordance with these Terms & Conditions.

Associate Firm: Associate Firm status in accordance with the Scheme.

Benefits: the benefits granted to an entity by the SMP as a consequence of being awarded Associate Firm status, including without limitation the benefit of the Licence

CII: The Chartered Insurance Institute, a corporate body formed under Royal Charter, with Company Number RC000104, having its principal office at 1st Floor, 21 Lombard Street, London EC3V 9AH and any CII Group Company.

CII Group Company: Any company owned or majority controlled by the CII and including any trading names or societies run by the CII.

Fees: the fees payable for the grant of the Licence as outlined in Schedule 2.

Licence: a non-exclusive, non-transferable annual licence to use the SMP’s intellectual property in accordance with Schedule 3.

1.2 Clause headings do not affect the interpretation of these Terms & Conditions.

1.3 A person includes a corporate or unincorporated body (whether or not having a separate legal personality).

1.4 Words in the singular shall include the plural and vice versa.

1.5 Any reference to these Terms & Conditions (or provisions or documents within them) shall be construed as being a reference to them as in force at the date of application (save for any amendments or variations made from time to time in accordance with the provisions of these Terms & Conditions).

1.6 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and

includes any subordinate legislation for the time being in force made under it and any former statute or statutory provision which it amends or re-enacts.

1.7 A reference to “writing” or “written” does not include faxes or emails save that faxes or emails may be used for routine day-to-day communication.

2. Applicant’s Obligations

2.1 The Applicant agrees that it shall:

2.1.1 ensure that it meets its ongoing commitments, as outlined in Schedule 1, at all times during the period of the Agreement;

2.1.2 only use the SMP’s intellectual property as provided to it under the terms of this Agreement, in accordance with the Licence and SMP brand guidelines in Schedule 3

2.1.3 pay the SMP the relevant Fee outlined in Schedule 2, in accordance with Clause 3.

3. Fees

In consideration of the grant of the Licence, the Applicant will pay to SMP the Fees.

All Fees are exclusive of any applicable tax or levy.

The Applicant agrees to pay the Fees in pounds Sterling by bank transfer/BACS within 30 days from the date of the invoice.

4. Remedies

In the event that the Applicant is in breach of its obligations under these Terms & Conditions, the SMP has the right to revoke the Licence at any time without notice and/or refund of Fees.

The grant of a Licence is discretionary and subject to the Applicant’s full compliance with the Terms and Conditions at all times. The previous grant of a Licence does not guarantee future acceptance and the Applicant accepts that the SMP reserves the right to refuse renewal of the Applicant’s Associate Firm status in its sole discretion.

5. Entire Agreement

The Agreement and the documents referred to in it constitute the entire agreement and understanding in relation to its subject matter thereof, and shall supersede any prior promises, agreements, representations, undertakings or implications whether made orally or in writing between the parties. No amendment to the Agreement will be effective unless in writing and signed by the SMP.

6. Third Party Rights

Save as expressly provided for otherwise in the Agreement, a person who is not a party to the Agreement shall not have any rights to enforce its terms.

7. Governing Law and Jurisdiction

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 – 8 Core Principles of being an Associate Firm

- Demonstrate integrity, probity and fairness by aligning with the Chartered Insurance Institute code of professional ethics & conduct;
- Act in the best interests of your clients, using a client/customer charter to aid transparency;
- Comply with the spirit as well as rules of regulation;
- Operate a clear diversity & inclusion policy, for both your employees and clients;
- Comply with the spirit as well as the rules of employment law;
- Operate a policy of corporate social responsibility;
- Adhere to transparent governance standards and processes; and
- Invest in your people by funding a policy of ongoing training and professional development.

The SMP is the professional body for the mortgage sector. As part of the Chartered Insurance Institute our purpose is driven by our Royal Charter commitment, granted by the sovereign on the advice of the Privy Council, to secure and justify the confidence of the public in our profession. We do this by:

- Raising professional standards through knowledge, development and good practice sharing;
- Our members commitment to a code of professional ethics, behaviour and culture;
- Engaging with regulators and policymakers to improve outcomes for consumers.

Schedule 2 – Fees

Associate Firm annual fees:

Practitioner firms:

0-10 employees - £250 per annum

11-25 employees - £300 per annum

26-50 employees - £350 per annum

50+ employees - £400 per annum

**Product providers, lenders, training organisations and non-practitioner support firms –
£650 per annum**

Schedule 3 – Licence to use Associate Firm logo

In consideration for the ongoing obligations under the Agreement and these Terms & Conditions, the Society of Mortgage Professionals (SMP or **we / us**) grants to the Applicant (or **you**) a non-exclusive, non-transferable Licence to use the logo which is a registered trade mark of the SMP as shown in [Annex A \(Logo\)](#) on the following terms.

1. As the registered proprietor of the Logo and the owner of copyright and goodwill in the Logo, we grant you limited, non-transferable, revocable permission to use the Logo solely:

- as shown in [Annex A](#) without modification, including any trade mark notices shown there;
- until expiry of the period referred to in [Annex B](#) ;
- for the purposes and in the manner described in [Annex B](#);
- subject to all the limitations and restrictions set out in [Annex B](#); and
- in line with the SMP's [brand guidelines](#)

2. Your right to use the Logo is limited to the form and manner of use described in [Annex B](#). No other use of the Logo is permitted under these Terms and Conditions.

3. You shall not do anything, whether through your actions or inactions, that will have a negative effect on the SMP's intellectual property and/or reputation or that of any CII Group company or the insurance/financial advice professions.

4. We may revoke this permission at any time with immediate effect by written notice to you if you contravene any of the terms and conditions contained within this Agreement.

5. You acknowledge that we own and will retain all rights, title and interest in and to the Logo.

6. You acknowledge that neither we nor any other person has made or makes any representation or warranty of any kind in relation to the Logo.

7. You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach by you of the terms of this Agreement and any use you make of the Logo.

8. SMP shall not be liable for

- (a) any indirect or consequential loss or damage;
- (b) loss of data or other equipment or property;
- (c) economic loss or damage;
- (d) liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages); and /or
- (e) any loss of profit, interest, revenue, anticipated savings or business or damage to goodwill, even if SMP is advised in advance of the possibility of any such losses and/or damages.

9. SMP's total liability in contract, tort (including negligence), by way of indemnity, misrepresentation or

otherwise in relation to this Licence shall be limited to the Fees paid for the Licence.

10. You accept that any goodwill that attaches to the use of the Logo by you is incidental and SMP accepts no responsibility for loss of goodwill should a Licence be removed, or renewal of the Licence is refused.

ANNEX A

LOGO



ANNEX B

PERMITTED USE

The SMP logo shall only be used in accordance with this annual Licence. The SMP reserves the right in its sole discretion to terminate permission to display the Logo and may request the Applicant to delete any use of the Logo at any time for any reason without notice. The Applicant agrees to immediately remove the Logo upon such request. The Applicant acknowledges that this is an annually renewable licence and use of the Logo is only permitted for the duration of the Licence.