



Please complete this form in CAPITALS and return by post to Mortgage Brain Ltd, FREEPOST CN1737, Croydon, CR9 2WZ or via email to: sales@mortgagebrain.co.uk

Name			
Company			
Address			
Phone			
Email			
FCA number		Network/Club	

I accept the Terms & Conditions of the Web Brain website agreement: Details below

Name(s) of account holder(s)

Name and full address of bank/building society

Bank/Building Society account number

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Reference number (Mortgage Brain use only)

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Branch sort code

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Signature(s) _____

_____ Date _____

I understand that our subscription will be paid by Direct Debit on or around the 15th of each month.

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Mortgage Brain Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Mortgage Brain Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Mortgage Brain Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society - If you receive a refund you are not entitled to, you must pay it back when Mortgage Brain Ltd asks you to.
- You can cancel a Direct Debit at any time by contacting your bank or building society. Written confirmation may be required. Please also notify Mortgage Brain Ltd.

1. TERM

1.1. This Agreement between Mortgage Brain Limited and You shall commence on the Start Date and shall be for an initial term of 3 months and shall continue in force thereafter unless and until this Agreement is terminated in accordance with **clause 9**.

2. MORTGAGE BRAIN'S RIGHTS AND OBLIGATIONS

2.1 Mortgage Brain Limited will provide the Services with reasonable skill and care; and supply you with access to the Software as a service as set out in the Order Form.

2.2 Mortgage Brain Limited may update (i) the Form(s); (ii) the Software; and/or (iii) the Services, in each case as Mortgage Brain Limited considers necessary from time to time.

3. SOFTWARE AND SOFTWARE LICENCE

3.1 Mortgage Brain Limited grants to you, subject to the terms and conditions in this Agreement, a non-exclusive, non-transferable, revocable licence to use the Services for the term of this Agreement and only in the manner set out in this Agreement and in writing in the Order Form.

3.2 Mortgage Brain Limited will provide access to You to manage certain aspects of the Website Content

4. DOMAINS

4.1 Orders for licensed template sites include free of charge the following domain registration:
New .CO.UK domain registration

4.2 We register domains in your own name and you will be the legal owner of the chosen domain. Your domain must be renewed at the end of its registration period. We will do this automatically for you.

4.25 If you already have a domain name you wish to use, we will assist in its transfer to our server as necessary.

5. YOUR OBLIGATIONS

5.1 You shall use the Software and/or Services for your own internal business purposes and for the purpose(s) set out in writing in the Order Form.

5.2 Comply with all applicable statutes, regulations, orders, rules, guidelines and guidance notes relating to the service(s) including the Financial Services and Markets Act 2000 or other Financial Services Authority related regulations insofar as they are applicable;

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All IPR in the logos and trademarks of Mortgage Brain Limited (whether registered or unregistered), Software, the Form(s) produced by Mortgage Brain Limited and any other products or services provided by or on behalf of Mortgage Brain Limited shall be the property of Mortgage Brain Limited.

7. FEES AND PAYMENT

7.1 All Fees in this Agreement are exclusive of VAT. VAT will be payable in addition to the Fees at the rates for the time being prescribed by law. An initial set up fee £150 will be charged at outset in addition to a monthly licence fee of £50.

7.2 Ongoing Fees/Licence Fees shall commence on the 1st of the month following order confirmation

7.3 Additional charges may apply for editing the Website Content and transfer of domain names

7.4 If any sum payable under this Agreement is not paid without prejudice to Mortgage Brain Limited's other rights and remedies, such sum will accrue interest from the due date until payment has been made in full at the rate of 4% per annum over Bank of Scotland base rate from time to time both before and after judgment.

8. LIMITATION OF LIABILITY

8.1 Web Brain Website, Plug-In and Static Best Buy Tables are based on defined Mortgage Brain Limited procedures and no warranty is given regarding the accuracy of information contained therein or that the software is error free. Mortgage Brain Limited accepts no liability for any incorrect or inappropriate advice given by you, or for any other inappropriate sales made by you.

Limited's total Liability in respect of any other loss or damage arising in any Year shall not in any circumstances exceed 100% of the Fees due and payable or paid by You under this Agreement in the relevant Year

9. TERMINATION

9.1 Either party may terminate this Agreement for convenience upon giving thirty days' notice in writing to the other provided that such notice shall expire no earlier than the end of the initial term as set out in clause 1.

10. CONSEQUENCES OF TERMINATION

10.1 Notwithstanding the termination of this Agreement, You shall immediately pay any and all accrued but unpaid Fees due prior to or upon termination.

10.2 Upon termination of this Agreement the licence set out in clause 3 shall automatically cease and You shall immediately cease using/accessing the Software and the Services;

10.3 When this Agreement terminates it is your responsibility to cancel your direct debit with your bank if applicable.

11. ACCEPTANCE

11.1 You will be deemed to have accepted the terms of this Agreement by returning the Order Form and Direct Debit Mandate

12. DEFINITIONS AND INTERPRETATION

"Content"	means the data and information the End User inputs or is otherwise included on the Form(s), including personal data of End Users.
an "End User"	means a customer, who accesses the Website
"Form(s)"	means the Mortgage Search Enquiry Form and the Lead Enquiry Form,
"Lead Enquiry Form"	means the enquiry form from which leads from End Users to mortgage brokers are generated
"Lead Generation Software"	means software which works with the Lead Enquiry Form to generate a lead which is then notified to the nominated mortgage
"Order Form"	means the document You sign confirming your order and agreement with these terms and conditions
"Plug-In"	means that part of the Software which forms part of the Plug-In and Static Best Buy Table Service package and as further detailed in writing in the Order Form.
"Service" or "Services"	means the Mortgage Brain Limited hosted Website, Plug-In Service as a service as well as provision of certain accompanying services if applicable and to the extent set out in writing in the Order Form
"Software"	means the Website, Content Management System, Web Brain Sourcing Software, the Source Database, the Plug-In, the Lead Generation Software as set out in writing in the Order Form, as such Software may be amended from time to time in accordance with this Agreement.
"Source Database"	means the master database owned, hosted, managed and run by or on behalf of Mortgage Brain Limited which has information on available mortgage products.
"Website Content"	means all text and graphics that make up the website.