



## Terms of Business

These terms of business (“the Terms”) will apply as between the individual, firm or company to which it is addressed (“You”) as a broker and Mark Kaye & Associates Limited (“We/US”), (Company Number: 3595296) of registered office: 34 Napier Road, Bromley, Kent, BR2 9JA whose principal place of business is 2<sup>nd</sup> Floor, 3 Cobden Court, Wimpole Close, Bromley, Kent BR2 9JF

Should the Terms conflict with those of any other agreement that might already exist between You and Us, be it in writing or otherwise, the Terms will override the relevant terms of that other agreement.

### 1. Definitions:

The following words, phrases and expressions when contained in the Terms shall be given meaning and interpreted as follows:

Broker:

An individual, firm or company holding a Relevant Permission.

Client:

A party on whose behalf and whose request We might provide a bond, guarantee or indemnity or a facility for the provision of the same.

Issuer:

The firm or company issuing or providing a bond, guarantee or indemnity or a facility for the provision of the same.

Relevant Permission:

Permission under Part IV of the Financial Services and Market Act 2000 or any statutory modification or re-enactment thereof or, in the case of a Broker in the Republic of Ireland, compliance with the requirements of its regulatory authority, to enable it to carry on the business of an insurance intermediary.

### 2. Ability to Deal With You as Broker:

We will only be able to deal with You as Broker per se for so long as You hold a Relevant Permission. We will presume that You hold a Relevant Permission but if this is incorrect You must inform Us immediately. We also require You to notify Us immediately if at any time the Relevant Permission that You hold is revoked, suspended or varied in any material particular.

We will only be able to deal with You as a broker of a specific Client for so long as You remain an appointed broker of that Client. We therefore require You to notify Us immediately if at any time any such appointment is revoked, either explicitly in writing, or by the appointment of another broker in place of You.

### 3. Broker Status:

For the purposes of any dealing between You and Us to which the Terms might relate, the appointment of You as an appointed broker of a Client means that, for so long as You remain an appointed broker of that Client, You are the agent of that Client.

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E-mail: [info@chj-suretybonds.com](mailto:info@chj-suretybonds.com) Website: [www.chj-suretybonds.com](http://www.chj-suretybonds.com)



You have no authority to act for Us or bind Us in any respect and You will not at any time hold yourself out to any person as having any such authority unless such authority has first been given by Us to You expressly in writing.

At all times We reserve the right to communicate direct with a Client, whether in writing or otherwise, but We will normally endeavour to notify You if We do.

**4. Fees:**

A Client must pay any fees payable in respect of the issue of any bond, guarantee or indemnity to the Issuer or to an agent of the Issuer prior to the issue of that bond, guarantee or indemnity.

**5. Our Status:**

We are a Marketing Partner for the Issuer. We are not a Broker but we are regulated by the FCA. We do not give advice and we do not handle client monies and are not involved in the premium collection. We will apply a charge (a surety bond arrangement fee) for arranging a bond, guarantee or indemnity for your client.

We do not hold authority from the Issuer and neither can we be substituted as the surety in place of any Issuer.

**6. Commission:**

We quote you the net fee required by the Issuer. Should you wish to charge a fee for your services to your client, this charge can be included in our Terms Letter.

**7. Claims:**

Claims will be handled by the Issuer.

Only the Issuer will have authority to admit liability under or agree the quantum of any claim.

Any claim settlement will be made by way of payment by the Issuer direct to the named beneficiary of the bond, guarantee or indemnity, as the case may be.

Any claim that the Issuer may have against a Client or any other party from which the Issuer might hold security will be pursued by the Issuer against the Client or other party direct and without reference to You.

**8. Liability**

We are exempt from Liability for incorrect and / or fraudulent requests for Invoice Payments and Bank Account Transfers

**8. No Waiver:**

No waiver by Us of any breach by You of this Agreement shall be construed as a waiver of any subsequent breach.

**9. Severability:**

If any provision of the Terms shall be found to be invalid or unenforceable the invalidity or unenforceability of any such provision shall not affect the validity or enforceability of the other provisions of the Terms and all other provisions of the Terms shall remain in full force and effect.

**10. Jurisdiction:**

The Terms shall be governed in all respects by the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

I / We hereby confirm that we have understood and accepted the above Terms and Conditions: *(Please Sign, Date and Return)*

Signature \_\_\_\_\_ Date \_\_\_\_\_