

# Terms and conditions

**Please read these terms carefully. Using this site indicates that you accept these terms. If you do not accept these terms, please do not use this online application system.**

This notice may be revised at any time by updating this page. Please check and review the terms and conditions from time to time because they are binding on you.

In these terms and conditions, 'the Society', 'we', 'us' and 'our' refer to Newbury Building Society; 'you' and 'your' refer to the Intermediary. An Intermediary means any person introducing business to us in accordance with these terms.

## The relationship

We reserve the right to refuse all or any business from any Intermediary and we are not required to give a reason to do so.

The principles of Treating Customers Fairly must be upheld at all times by both parties. You should retain sufficient records to ensure the choice of lender is unbiased and that you have acted in the best interests of the customer at all times.

You warrant and represent that you are the agent of the applicant and have the authority to act on behalf of the applicant.

You will notify us immediately if:

- any permissions are withdrawn or at risk of being withdrawn;
- you or your firm are subject to an investigation for a breach of the Financial Services and Markets Act 2000 or any other relevant laws;
- your registration with the FCA is terminated or there is an investigation by any regulatory body; or
- you cease to act on behalf of the applicant(s).

## Data protection

1. These terms and conditions set out the framework for the sharing of Personal Data between the Parties as Data Controllers and define the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.
2. Newbury Building Society's Privacy Notice sets out the basis on which any personal data we collect from you, or that you provide to us, will be treated. To view the latest version of the Privacy Notice, please go to <https://www.newbury.co.uk/privacy-notice/>
3. This Agreement is required to ensure that where Personal Data may be accessed, such access will at all times comply with the requirements of the Data Protection Laws. Each Party shall, as a Data Controller, remain responsible for ensuring that all processing of the Shared Personal Data is in compliance with all applicable Data Protection Laws.
4. The sharing of Personal Data is necessary to support the following Agreed Purposes of both Parties:
  - a. processing necessary to perform our contract for the mortgage product or for taking steps prior to entering into it (during the application stage);
  - b. processing with the consent of the data subject;
  - c. where we consider that, on balance, it is appropriate for us do so, processing necessary for the certain legitimate interests which apply to us; and
  - d. processing necessary to comply with our legal obligations.
5. The Parties agree that:
  - a. this Agreement formalises a lawful transfer of Personal Data between the Parties and presents no new or additional privacy concerns;
  - b. a risk assessment has been conducted in respect of the Personal Data to be shared and the necessity of the sharing.
6. For the purposes of the Agreed Purposes as listed in point 4 above, Personal Data may be shared between the Parties during the Term. Such data may be grouped as follows: Identification; Financial; Credit history; Residence; Contact; Employment; Transactional; Contractual; Social Relationships; Guarantor(s); Documentary; and Consents.
7. Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with the Data Protection Laws during the Term of this Agreement.
8. The Data Discloser shall ensure that Shared Personal Data is accurate.
9. Where either Party becomes aware of inaccuracies in Shared Personal Data, they will notify the other Party as soon as reasonably possible thereof.
10. The Parties shall not retain Shared Personal Data for longer than any statutory or professional retention periods applicable to the Shared Personal Data.
11. The Parties shall implement appropriate technical and organisational security measures which ensure against: (i) unauthorised access to; (ii) unauthorised or unlawful alteration, disclosure, destruction or other unauthorised or unlawful processing of; (iii) accidental loss or destruction of; or (iv) damage to, the Shared Personal Data.
12. Each Party shall notify the other of any potential or actual Data Security Breach as soon as possible and, in any event, within 1 Business Day of identification of any Data Security Breach to enable the Parties to consider what action is required in order to resolve the issue in accordance with the Data Protection Laws.
13. The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security Breach in an expeditious and compliant manner.
14. Each Party shall notify the other promptly (and in any event within 2 Business Days) following its receipt of any Regulator Correspondence, which relates directly or indirectly to the Processing of the Personal Data under this Agreement or to either Party's compliance with the Data Protection Laws, and shall provide a copy of such Regulator Correspondence to the other Party and reasonable details of circumstances giving rise to it.
15. In the event of a dispute or claim brought by a Data Subject or the Data Protection Authority concerning the processing of Shared Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
16. Where the mortgage intermediary contacts Newbury Building Society regarding a lending in principle decision and provides personal data which identifies the data

subject, the intermediary agrees that it will advise its customer of the contact with Newbury Building Society and confirm to the customer that Newbury Building Society's privacy notice is available at <https://www.newbury.co.uk/privacy-notice/>.

## Documentation

You undertake that:

- we will not accept liability for any delays caused by incomplete or inaccurate information provided by you. Prior to submission you must have taken reasonable steps to ensure the application meets our current lending criteria;
- you will take all reasonable steps to ensure that the information provided in and with the application to us is true, accurate and complete and will advise us as soon as you become aware that such information is, or becomes, untrue or is incomplete;
- you must pass on immediately any documentation which is supplied by us for the benefit or completion by the applicant(s) in relation to the business;
- you shall provide such additional customer information as requested including evidence of identity and any further documentation; and
- only materials provided by us will be used and will not be amended or misrepresented in any way. Downloading and reproducing in any form is not permitted.

## Money laundering

You undertake that:

- the applicant(s) identity will be verified in accordance with the latest UK Money Laundering Regulations, Financial Services and Markets Act 2000 and our verification standards;
- evidence of the identity of the applicant shall be obtained and recorded in accordance with the provisions of the latest UK Money Laundering Regulations;
- you shall retain the above information and provide to us if required; and
- you will obtain any consent required from the applicant in order to perform your obligations.

## Payments

We reserve the right to withhold payment or require you to repay all or parts of any commission for business that was not submitted in accordance with these terms.

We reserve the right to cease payments in the event that you have been charged with, or convicted of, any offence involving fraud or dishonesty.

## Regulation

You undertake that:

- you hold all relevant legal, regulatory and other authorisations necessary for carrying out business and for referring business to us;
- you must conduct your business in accordance with the requirements of all relevant laws and regulations;
- you will act honestly and professionally and use all due skill and care when acting for the applicant, including ensuring that the business is suitable for the applicant where you provide advice;
- you have complied with all relevant regulation including the Data Protection Act 1998 (or any subsequent data

protection legislation including the EU General Data Protection Regulation) and the FCA's MCOB rules including the requirements of the European Mortgage Credit Directive and Retirement Interest Only lending;

- you will provide all necessary documentation required by MCOB where an application relates to a Regulated Mortgage Contract;
- you have advised the customer on the types of valuations and surveys available and the other costs applicable to the mortgage;
- in obtaining business, you undertake that no act or thing will contravene the Bribery Act 2010 or any other applicable law or regulation;
- you will effect and maintain adequate Professional Indemnity Insurance cover to cover any liability incurred under this agreement; and
- you indemnify us in respect of any liability, losses, damages or costs we may suffer or incur arising from breach of warranties and / or obligations, imposed by these terms and conditions, or by reason of any misrepresentation or negligent, tortious or fraudulent act by you or any of your staff who use this site.

## Site conditions

- The terms are governed by English Law and may be varied at any time without notice.
- All details are correct at the time of publication.
- The products referred to on this site are only available in the United Kingdom (England and Wales) to UK residents.
- All products are subject to availability and may be withdrawn without notice.
- The information provided does not constitute financial or professional advice.
- 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.
- We reserve the right to withdraw your access to this service at any time for security reasons or where we believe the service is being misused.
- Although we make every effort to ensure that the information on this website is both accurate and up-to-date, we accept no liability for any loss or damage (including consequential loss) due to an inability to use the site, omissions, inaccuracies or unavailability of the service.
- We can give no warranty that the site is free of viruses or can be used with any computer, software or browser system.
- We may monitor and record any telephone calls for training and security purposes.
- You undertake that:
  - you will not allow anyone else to access the site by allowing them to use your log in details;
  - you understand that any information that we hold about you and how you use the site may be used for monitoring and management information purposes; and
  - any information held by us about you will be kept for a reasonable period after the relationship has ended.