

Buckinghamshire Building Society

Intermediary Terms of Business

1. INTERPRETATION

Agreement	means this agreement
Applicant	means a person who applies for a Product through the intermediary in pursuant to this Agreement
Application	means an Application for a Product provided on behalf of the Applicant by the intermediary and received by the Provider, in pursuant of this agreement
Applicable Law	any (i) rules, regulations and guidance, and (ii) statutes, statutory instruments, regulations, directives, judgements and laws, which relate to the Applications and/or these Terms and/or anything ancillary or related to the Applications and/or these Terms
Compliance Laws	Applicable Law anywhere in the world including those relating to anti-bribery, anti -corruption and anti-slavery including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015
Commencement Date	means the date of this Agreement
Data Protection Laws	means the Data Protection Act 2018, the UK General Data Protection Regulation and any amending or replacement legislation or regulation
FCA	means the Financial Conduct Authority or any regulatory body, which succeeds or replaces it
Fees	the fees, commission or other payments set out in the product guides
FSMA	means the Financial Services & Markets Act 2000 and any amending or replacement legislation
ICO	means the Information Commissioner's Office
Intermediary	means a company or individual authorised to advise and distribute mortgages and who either accepts these Terms directly or via its authorised Staff;

Mortgage(s)	means a regulated mortgage contract falling within Article 61(3) of the Financial Services and Markets Act 2000 (regulated activities) Order 2001
Parties	means the Provider and the Intermediary
PRA	means the Prudential Regulation Authority or any regulatory body, which succeeds or replaces it
Products	means such Mortgage products provided by the Provider
Provider	means the Buckinghamshire Building Society

2. FEES

2.1 Fees will be paid to the registered details you supplied unless otherwise stated on the application form, within 7 working days following product completion and the payment method will be directly through the BACS system.

2.2 The level of Fees will be reviewed from time to time and may be amended by written agreement between the parties.

2.3 The Fees payable under this Agreement are exclusive of any Value Added Tax or equivalent tax.

3. PRODUCTS AND PRODUCT ADMINISTRATION

3.1 The Provider will make all arrangements in respect of and will be solely responsible for the processing and administration of Products including, where relevant, assessment of affordability of Mortgages except to the extent that a Member or a third party company has entered into an agreement with the Provider to carry out such activities.

3.2 The Provider shall be solely responsible for the application forms and any product literature associated with the Products. The Provider will supply the Intermediary with regular up to date information on the Products including where relevant, the lending criteria.

3.3 The Provider will carry out all activities in connection with applications submitted by members with all due skill and care that can expected of a provider of financial services products similar to the Products.

4. REGULATORY COMPLIANCE

4.1 The Provider and the Intermediary will ensure compliance with all laws and regulatory requirements applicable to it.

4.2 The Provider warrants and undertakes that throughout the term of this Agreement it will ensure that all Product literature or other information relating to Products ('Materials') that it supplies to the Intermediary is accurate, up to date and compliant with all applicable laws and rules and guidance of any regulatory body relevant to the Materials.

4.3 The Provider and the Intermediary will each comply with applicable laws, regulations, codes and guidance in force from time to time relating to anti-bribery, anti-corruption, anti-slavery and human trafficking including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015 ("Relevant Requirements")

4.4 Each party represents and warrants to the other that neither it nor to its reasonable knowledge, its employees, officers or consultants have been convicted of an offence, or are under investigation or the subject of enforcement proceedings in relation to any offence concerning slavery, human trafficking, corruption or bribery.

5. COMPLAINTS

5.1 In the event that the Intermediary receives a complaint from, or on behalf of an Applicant it will promptly refer the complaint to the Provider as appropriate.

6. NATURE OF AGREEMENT

6.1 The parties acknowledge that nothing in this Agreement shall be construed as creating a Partnership or joint venture between them.

7. DATA PROTECTION

7.1 The Parties will each maintain such registrations and notifications under Data Protection laws that are required for the performance of the Parties respective obligations under this Agreement. The Parties will comply with Data Protection laws (including without limitation the data protection principles) and with guidelines issued from time to time by the Information Commissioner. References in this clause to data processor, data controller and personal data shall have the meaning given to them under Data Protection laws.

7.2 The Parties agree that where in connection with this Agreement a party acts as a data processor and processes personal data for and on behalf of the other Party (the data controller) the data processor shall:

- process the personal data in accordance with the data controller's reasonable instructions.
- take all measures required pursuant to Data Protection laws to ensure the security of Processing of the Personal Data.
- ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- not Process Personal Data in a way that is incompatible with the Permitted Purposes.
- not Process the Personal Data for longer than is necessary to carry out the Permitted Purposes (other than to comply with a requirement of UK applicable laws to which the relevant Party is subject)

TERMS & CONDITIONS

It is hereby agreed between the parties that English Law will apply to this contract and:

1. This agreement relates only to FCA regulated mortgage business.
2. You undertake to conduct yourselves in accordance with the regulation and ethos of FCA Conduct Rules and Data Protection laws.
3. You undertake to comply at all times with compliance laws when introducing Applicants.
4. You warrant and represent on a continuing basis to the Provider that you have not breached any compliance laws and are not aware of any event which may give rise to a breach of compliance laws and comply with the terms of use.
5. You will act in accordance with Good Industry Practise.
6. You will act in good faith towards the Provider and all Applicants including by following all Applicable laws relating to treating customers fairly, consumer duty and vulnerable customers.
7. You will provide all information correctly to the best of your knowledge and belief.
8. You will not do or omit or do anything that will falsely induce the Provider, bring the Provider into dispute or adversely affect the reputation of the Provider.
9. You hereby authorise us, now or at any time in the future, to make any enquiries, including searches with credit reference agencies, deemed necessary in connection with your application.
10. You understand that if you knowingly provide false information, you may be committing a criminal offence and that your facility to place business with us will be cancelled and matters may be reported to law enforcement agencies.
11. You hereby irrevocably authorise us to disclose all information we hold about you to law enforcement agencies in the United Kingdom if it is requested by them, or if we are of the opinion that an illegal act has, is, or is likely to be committed.
12. Either party may cancel this agreement by serving the other with a written notice at the last known address. The notice will take immediate effect upon being received by the other party and will be deemed to have been received on the second working day after it has been posted. Such termination will not affect the rights of either party in respect of any secured loan or mortgage business already completed or in the process of being completed.
13. A copy of the Provider's Privacy Notice, can be located at: www.bucksbs.co.uk/privacy.html