

## **SAFFRON BUILDING SOCIETY TERMS OF BUSINESS FOR INTERMEDIARIES**

By submitting an Application to Us You acknowledge it will be processed by Us in accordance with these Terms and You agree to these Terms.

### **1. DEFINITIONS**

In these Terms the following expressions shall have the following meanings where the context otherwise requires:

“Application” means any and all applications for a Mortgage Product submitted by You on behalf of a Client;

“Client” means the client (or clients where more than one client is applying) for whom You are processing the Application;

“Data Protection laws and regulations” means all applicable legislation relating to data protection, the processing of personal data and privacy including (before 25<sup>th</sup> May 2018) the Data Protection Act 1998 and (with effect from 25<sup>th</sup> May 2018) the General Data Protection Regulation (EU) 2016/679, any legislation that in respect of the United Kingdom replaces or converts into domestic law the General Data Protection Regulation (EU) 2016/679 including is enacted as a consequence of the United Kingdom leaving the European Union, and all replacement, amending and implementing legislation;

“FCA” means the Financial Conduct Authority;

“Intellectual Property” means any patent, copyright, registered design, unregistered design right, trade mark or other industrial or intellectual property owned or used by Us together with any current applications for any registrable items of the foregoing;

“Mortgage Products” means mortgage products offered by Us to Clients from time to time;

“Payments” means any commission, charges or fees due to You from Us in connection with Applications;

“PRA” means the Prudential Regulation Authority;

“Services” means the services We provide to You in connection with Applications;

“Terms” means these terms of business as amended, supplemented or novated from time to time;

“You” means the intermediary using Our services and who has confirmed electronically that they accept these Terms;

“We”, “Us”, and “Our” means Saffron Building Society, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Financial Services Register no. 100015) except for Commercial and Investment Buy to Let Mortgages and Will Writing. Registered office: Saffron House, 1a Market Street, Saffron Walden, Essex CB10 1HX.

### **2. THE RELATIONSHIP**

2.1. These Terms set out the basis on which We accept Applications from You and govern the provision and use of the Services. These Terms supersede any previously issued terms of business between Us and You.

2.2. We will only accept Applications if You are authorised by the appropriate regulator as evidenced by entry on the Financial Services Register and hold all other relevant consents, permissions, registrations or licences for the purpose of carrying out Your business in accordance with these Terms.

2.3. Notwithstanding Clause 2.2, We reserve the right at Our sole discretion to decline all or any Applications and We are not required to give a reason for doing so.

2.4. We may be required to report to the FCA and/or the PRA the basis on which business is conducted between You and the Client. You acknowledge and accept that We will treat business as being conducted on an “advised” basis unless You tell Us otherwise when You submit the Application.

2.5. We may share the information You provided with fraud prevention agencies. If false or inaccurate information is provided and suspected fraud is identified or You are suspected of knowingly submitting fraudulent mortgage applications, We will notify fraud prevention agencies. We and others may also access and use any of this information to prevent fraud. Please contact Us if You want details of relevant fraud prevention agencies from whom We obtain and with whom We record information about You. You have a legal right to these details.

2.6. You are not and may not purport or hold yourself out to be Our agent unless specifically authorised in writing by Us.

2.7. You are presumed to act on behalf of the Client throughout Your relationship with Us, as governed by these Terms, unless and until such time as We are advised otherwise.

### **3. YOUR DUTIES**

3.1. You warrant and represent that You:

3.1.1. will obtain the Client’s authorisation to be their agent prior to submitting an Application to Us and You acknowledge that You may not submit Applications without such authorisation from the Client;

3.1.2. hold all relevant legal, regulatory, and other authorisations necessary for carrying out Your business and for referring Applications to Us;

3.1.3. will conduct Your business in accordance with the requirements of all relevant laws, regulations and rules of the FCA and or PRA including without limit the FCA and/or PRA handbooks (and all regulations made thereunder) and any applicable guidance issued by the FCA and/or PRA from time to time and will not by Your acts or omission do anything to cause Us to be in breach of the same or to cause an unfair relationship pursuant to Section 140A of the Consumer Credit Act to arise.

3.1.4. will comply with all applicable codes of practice;

3.1.5. will act diligently and in good faith in all Your dealings with Us and the Clients; and

3.1.6. (without limiting the foregoing) have disclosed to each Client all Payments You will receive from Us in respect of that Client's Application and obtained the Client's informed consent to such Payments.

3.1.7. You will not charge a Client any fees in respect of an Application without Our prior written consent.

3.2. You undertake:

3.2.1. that you will comply in full with all policies and procedures relating to Applications as we advise you of from time to time, and will only submit Applications in accordance with said policies and procedures and will attend and complete any training on the same as required by us from time to time.

3.2.2. that during completion of an Application, You will make the Client aware of all declarations and statements that You make on Your behalf and explain key information throughout the Application that will affect the Client. You will provide the Client with a copy of Our Customer Privacy Notice when you first capture his or her personal data with a view to sharing it with Us and You will explain in particular with reference to our Customer Privacy Notice about Our use of their personal data and the effects of credit scoring and credit checks which may be undertaken by Us in order to process an Application.

3.2.3. that You will maintain the confidentiality of any user name and password used by You in Our system.

3.2.4. to act honestly and professionally and to use all due skill and care when acting for the Client, including (but not limited to) ensuring that the Application is suitable for the Client in cases where You advise on the same;

3.2.5. to use best endeavours to ensure that information provided to Us is true, accurate and complete in all material respects.

3.2.6. to keep all details of Clients up to date;

3.2.7. not to refer Applications to Us as a direct or indirect consequence of the activities of any person who is not appropriately authorised or exempt from authorisation by any relevant regulatory authority.

3.2.8. that You will promptly notify Us of any material matters relating to Your business (including without limit any matters affecting any authorisations You hold) and will promptly provide Us with any material information relating to Your business which We reasonably request from time to time, You will provide us with such access to Your premises, records, and employees as We reasonably require for the purpose of monitoring your compliance with these Terms;

3.2.9. that You will not seek to entice any of Our employees (or agents) to enter into Your employment or agency during the term of this agreement or for a period of 12 months thereafter;

3.2.10. that where You access any of Our IT systems You will comply with any requirement in respect of the same which We will notify You of from time to time.

3.3. You agree to inform Us immediately in writing if:

3.3.1. You cease to act on behalf of a Client;

3.3.2. any of Your authorisations, registrations or permissions needed to conduct all or part of Your business lawfully are not current or are believed to be in jeopardy or if You are the subject of any enforcement action by the FCA and/or PRA;

3.3.3. You become aware of any unauthorised use of any username or password;

3.3.4. You become aware or believe that any information provided in or as part of an Application is or may become untrue or incomplete or inaccurate including without limitation having regard to the Data Protection laws and regulations; or

3.3.5. You commit a material breach of any relevant laws or regulations or these Terms including without limitation the Data Protection laws and regulations.

#### **4. DOCUMENTATION AND COMMUNICATION**

4.1. You will pass on immediately to Us or the Client as applicable, without amendment (unless otherwise agreed by Us), any documentation which is either supplied by Us for the benefit of or completion by the Client, or provided by the Client in relation to the Application. You will advise Us of all material facts known by or divulged to You in relation to business undertaken or to be undertaken with Us. This clause 4.1 is without prejudice to clause 8.6. In your capacity as Data Controller (as that term is defined in the Data Protection laws and regulations) You will comply with the Data Protection laws and regulations in particular by ensuring appropriate security measures apply to the personal data comprised in the documentation when you pass that documentation to Us.

4.2. You acknowledge that We may send communications directly to the Client.

4.3. All books and documents, computer hardware and software and any other items of property belonging to Us and in Your possession of or under Your control must at all times be available to Us for inspection and be delivered in good condition (allowing for fair wear and tear) to Us on demand. All material supplied by Us shall remain Our property and You will only use such materials for the sole purpose of fulfilling Your obligations under these Terms.

4.4. You will not produce or distribute any documentation (unless supplied by Us for distribution) containing Our name, logos or Our trade marks without Our prior written consent.

4.5. You will ensure that Our latest literature (as provided by Us to You from time to time) is used and you will destroy out of date stocks.

4.6. Other than by using the standard material supplied by Us for the purpose of performing Your obligations under these Terms, You must not publish, circulate, issue or release any advertisement or literature relating to Our business or Us or make use of Our name or logo or that of any of Our subsidiaries or affiliates or associated companies without previous written authorisation by Us.

4.7. You will not sign or amend any documents or policies on Our behalf nor make any statements or promises or representations of any kind whether written or oral which bind or purport to bind Us. You will not hold Yourself out as having authority to make any such representation.

4.8. Where You request Us to provide You with data relating to Your Clients and book of business, including for the purposes of reconciling the data We hold with the data they hold, We reserve the right to charge You for Our reasonable administration costs incurred in providing this data.

## **5. PAYMENTS**

5.1. We will pay to You (directly or via any other party if We have made other arrangements to do so) any Payments due to You on the terms and at the rates set by Us from time to time or any other terms and rates separately agreed in writing between Us and You. Unless we have agreed otherwise we will make any payments into the bank account details which you have provided us with. A note of the terms and rates applicable at any time shall be available on request. We may change the rates of Payments without notice to You but confirm that any such new rates will only apply to Applications submitted by You after We notify You of such new rates.

5.2. You acknowledge that prior to any business being undertaken by You under these Terms, We provided You with details of the initial rates applicable for Payments.

5.3. We will cease making any Payments to You if:

5.3.1. We are notified in writing, or it is reasonable to infer, that You are no longer validly acting on behalf of the Client; or

5.3.2. We are prevented from making Payments by the operation of any law or regulation; but the provisions of this Clause 5.3.2 do not apply to Payments already accrued to You to the extent that We are permitted by law to make such Payments.

5.4. We reserve the right to suspend all Payments in the event You enter into a voluntary arrangement, are the subject of bankruptcy or liquidation proceedings, have a receiver or administrator appointed over any assets, cease to hold any relevant material regulatory authorisation or are charged with or convicted of any offence involving fraud or dishonesty. If We exercise this right We may hold on to the Payments until We have a clear direction from the courts or any relevant insolvency practitioner appointed as to whom We must make such payment. Suspension is without prejudice to Our rights to set off under these Terms or at law. In the foregoing references to You includes any of Your directors or partners.

5.5. We will not make any Payment to You in respect of any Application which has been fraudulent, or does not proceed to completion or where We become aware You are in material breach of these Terms in respect of such Application.

5.6. We may set off or withhold payment of any amounts due to You from Us against any amount due to Us from You. We need not give You prior notice before doing this.

## **6. REIMBURSEMENT**

6.1. You will reimburse Us forthwith upon demand the amount of any Payments:

6.1.1. made by Us to You in error (and You shall promptly notify Us of the same);

6.1.2. made by Us which relates to any application in respect of which You are materially in breach of these Terms, where the Application has been fraudulent or where completion has been delayed or does not occur.

6.2. Any sums due from or payable by You shall be recoverable by Us under any account with Us regardless of the type of business for which the account is held. Any sums due from You to Us may be deducted from any sums owed or which become owing by Us to You.

6.3. Exercise by Us of Our rights under this Clause 6 shall be without prejudice to any other rights or remedies available to Us under these Terms or otherwise available to Us.

## **7. MONEY LAUNDERING**

7.1. You undertake that:

7.1.1. evidence of the identity of all Clients introduced by you shall be obtained and recorded (prior to the placing of business with Us) under procedures maintained by You in accordance with the provisions of the UK Money Laundering Regulations 2007 (the "Regulations") (and all Directives, Regulations, Rules and Guidance Notes issued in substitution, amendment or addition thereto) and any of Our requirements from time to time notified to You; and

7.1.2. You will identify any third parties and, without limiting the obligations in Clause 7.1.1 above, will forward to Us with the documents for the transaction such duly completed forms relating to verification of third party identity as We may require from time to time.

## **8. CONFIDENTIALITY AND DATA PROTECTION**

8.1. You will not divulge to any third party any documents or materials of any kind containing information We have identified as confidential information or which relates to Our business or affairs or those of any of Our subsidiaries or affiliates or associated companies.

8.2. Some or all of the information supplied to Us in connection with an Application will comprise Personal Data (as defined by the Data Protection laws and regulations).

8.3. Full details of the legal bases for using your personal data and other information that we are required to give about our processing of it are contained in our Mortgage Intermediaries Privacy Notice which is available on our Saffron for Intermediaries website. You will (and will procure that all relevant data subjects at your business will) read our Mortgage Intermediaries Privacy Notice.

8.4. You warrant, represent, and undertake to Us that, prior to communicating a Client's personal data and/or sensitive personal data (known as special categories of personal data):

8.4.1. You will draw the information in relation to data protection and which appears on any relevant document to the Client's attention and, in particular, provide to the Client the contents of Our Customer Privacy Notice which contains the purposes for which We will process personal data relating to the Client and to whom that data may be disclosed and other information that we are required to give about our processing of it; and

8.4.2. Where it is required, in connection with these Terms that we are relying on consent, You will obtain the Client's consent to such use of their personal data (including without limitation if they wish to consent to receiving direct marketing communications).

8.5. For the avoidance of doubt, We will use personal data supplied to Us by or on behalf of a Client for the purposes detailed in Our Customer Privacy Notice.

8.6. We and You confirm to each other that We are listed on the ICO Register and each agrees at all times to comply with the provisions of the Data Protection laws and regulations. You will not by your act or omission cause Us to be in breach of the Data Protection laws and regulations.

8.7. You acknowledge and agree that you are our Data Processor when you input personal data about any Client into our mortgage portal and otherwise use our mortgage portal including but not limited to when you update data fields for accuracy upon notice from the Client of a change in his details and accordingly when Processing the personal data for the aforementioned purposes: For details of how and why personal data is processed in relation to Clients that you submit through the mortgage portal please refer to Our Customer Privacy Notice ([www.saffronbs.co.uk/privacy-policy/](http://www.saffronbs.co.uk/privacy-policy/)). For details on the processing of personal data in relation to intermediaries registered to use the portal please refer to the Saffron for Intermediaries Privacy Notice ([www.saffronforintermediaries.co.uk/privacy-notice/](http://www.saffronforintermediaries.co.uk/privacy-notice/)).

## **9. INTELLECTUAL PROPERTY**

9.1. We are the owners of all Intellectual Property rights in materials supplied by Us and, other than as set out in Clause 9.2 below, You will not acquire any rights under these Terms in relation to the same.

9.2. You are authorised to use, download and print materials supplied by Us for the purpose of performing Your obligations under these Terms. You may not otherwise extract or distribute any such material or use any such material for any commercial benefit to yourself or others.

## **10. INDEMNITY AND LIMITATION OF LIABILITY**

10.1. You will indemnify Us in respect of any liability, losses, damages, or costs We may suffer or incur arising from any breach of the warranties, representations, or obligations under these Terms (including any breach of a relevant regulatory rule or applicable law) or by reason of any misrepresentation or negligent, tortious, delictual or fraudulent act or as a result of any incorrect or misleading information that has been knowingly or negligently provided by You whether to Us, a Client or any other person. This indemnity is a continuing to apply after termination of these Terms, for whatever reason.

10.2. We will only be liable to You for losses arising directly as a result of negligence, fraud, or willful default by Us. In no event will We be liable for special, indirect, consequential damages or losses, or for loss of data, profit or business opportunity.

10.3. Nothing in these Terms shall have the effect of excluding or limiting either party's liability to the other where such exclusion or limitation would not be lawful.

## **11. VARIATION**

11.1. We may vary these Terms on one month's notice unless changes to any regulatory rule or applicable law require a variation of these Terms to take effect earlier than that date, in which case changes shall have effect on such earlier date and notice of variation shall be given as soon as is reasonably practicable.

11.2. Where there are changes in legislation or the rules or guidance of any relevant statutory regulatory authority, any relevant provisions in these Terms will be deemed to be amended accordingly.

## 12. TERMINATION

12.1. Either party may terminate the agreement on these Terms by giving one month's notice to the other.

12.2. We may terminate the agreement on these Terms with immediate effect on the occurrence of any one or more of the following:

12.2.1. any material breach by You or any person or body for which You are responsible of any of the provisions contained within these Terms;

12.2.2. any misconduct by You, any of Your directors or partners, or any person or body for which You are responsible which is or could be reasonably viewed as prejudicial to Our business or reputation;

12.2.3. You cease to be appropriately authorised, or the FCA or PRA impose any fine or penalty upon You;

12.2.4. cessation or suspension or intended cessation or suspension of Your operation or in any circumstance where in Our reasonable opinion it is likely to affect materially Your ability to perform Your obligations under these Terms; or

12.2.5. material litigation, insolvency, or reconstruction involving You (including any of your partners if you are a partnership) including (without limitation) bankruptcy, dissolution, sequestration, administration, winding up, or seizure of assets or entry into any arrangement or composition with creditors.

12.3. Any termination by Us shall be without prejudice to any other remedies that We may be able to pursue against You, including in respect of accrued rights.

12.4. Upon termination, You will:

12.4.1. not proceed any further with any Application and shall cease all promotion of Our business or the Mortgage Products;

12.4.2. return to Us as soon as reasonably practicable any property belonging to Us;

12.4.3. repay all sums then and subsequently outstanding to Us within 28 days of the termination taking effect or on the date such sum is ascertained (if later);

12.4.4. be entitled to any unpaid Payments accrued to the date of termination but shall forfeit entitlement to all other Payments falling due after the date of termination.

12.5. Clauses 2.4, 2.5, 2.6, 3.2.3, 3.2.8, 3.2.9, 4.2, 4.3, 4.4, 4.6, 4.7, 5.6, 6, 8, 9, 10, 12, and 14 will remain in full force and effect notwithstanding termination.

## 13. NOTICES

13.1. Any notice under these Terms shall be in writing and may be served by sending the notice (i) by email to the latest email address notified to the other party from time to time or (ii) first class prepaid post, in Our case, to such address as We advised You from time to time and in, Your case, to the last address known to Us. Any notice shall be deemed to have been received, in the case of:

13.1.1. email upon completion of transmission, subject to non-receipt of notification of failure of transmission; and

13.1.2. first class prepaid post, 48 hours from the time of posting.

## 14. GENERAL

14.1. These Terms shall be governed by and construed in accordance with the laws of England and Wales and You agree to the exclusive jurisdiction of the English and Welsh courts.

14.2. Any failure or delay by Us or You to exercise or enforce any rights under these Terms and/or in law shall not be deemed to operate as a waiver of any such rights nor prejudice their enforcement in any way.

14.3. You may not assign, transfer subcontract or otherwise dispose, in whole or in part, of any of Your rights or obligations, without Our prior written consent. All or any of our rights can be assigned, transferred or otherwise disposed of at any time without Your consent and references to "We", "Us" and "Our" includes Our assignees.

14.4. These Terms set out the entire agreement between Us and You in substitution of any previous oral, written or implied agreement or representations, to the extent permitted by law.

14.5. The parties do not intend that any term should be enforceable as a result of the Contracts (Right of Third Parties) Act 1999 or otherwise by any person who is not party to these Terms.

14.6. In the event that any provision in these Terms shall be declared void, voidable, illegal, or otherwise unenforceable by a judicial or other competent authority the parties agree that any such provision shall be amended in such reasonable manner as achieves the intention of the parties without conflict with the judicial or other competent authority and that the enforceability of the remaining provisions shall not be affected.

14.7. Nothing in these Terms should be construed as indicating or giving rise to a joint venture or partnership.

14.8. You accept that under these Terms We may from time to time make such relevant searches and checks in respect of You and Your owners/principals (including in relation to credit worthiness) as We see fit.

14.9. References to any law, rules, regulations, or guidance in these Terms are to be construed as applying to the same as may be in effect from time to time. Reference to the FCA and or PRA shall include any replacement or successor body carrying on any relevant functions of the same from time to time.