

# Broker Registration – Terms and Conditions

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When you register with Principality Building Society (we or us) and every time you log in to this website, you must agree to these terms.

If you don't follow these terms, we reserve the right to withdraw your access to this website irrespective of any other action taken.

## Compliance with these terms and applicable laws

1. By registering with and using this website, you agree and undertake to us that:
  - a. you hold a current authorisation from the Financial Conduct Authority (**FCA**) or the Prudential Regulation Authority (**PRA**) for advising on and arranging mortgages or that you are an Appointed Representative of an organisation authorised by the FCA or PRA for conducting such activities;
  - b. you will at all times observe these terms and, if you are an Appointed Representative, the terms of your agreement with your FCA or PRA authorised organisation; and
  - c. you will comply at all times with all applicable laws and regulations including, but not limited to, the Money Laundering Regulations 2007 (as amended), the Data Protection Act 1998 and all other legislation governing the processing of personal data including, from 25 May 2018, the General Data Protection Regulation, the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) enacting the General Data Protection Regulation into UK law, and all applicable requirements of the FCA and/or the PRA.

## Applicant information requirements

2. By registering with and using this website, you agree and undertake to us that you will:
  - a. provide each customer or prospective customer (who are collectively described in these terms as applicants) with a copy of our up to date customer [Privacy Policy](#), available on Principality's website, prior to submitting any application or applicant personal data to us on behalf of an applicant;
  - b. verify and record the identity of all applicants before passing the application to us; and
  - c. send us all relevant documentation we require as part of our mortgage application process (including all original documents we require to verify the identity of the applicant) and as otherwise required by us from time to time.

## Terms relating to applicant personal data

3. As a broker, you will be processing personal data of applicants, including sharing such personal data with us. We both agree that you will be acting as an independent data controller in respect of the personal data that you are processing, and we will be acting as an independent data controller in respect of the personal data you have shared with us. Neither of us will be acting as a data processor on behalf of the other.
4. By registering with and using this website, you agree and undertake to us that you will:
  - a. always have each applicant's authority to act on their behalf and to share personal data with us;
  - b. ensure that each applicant has read and signed the Data Input Consent Form prior to submitting details to us and that you will provide us with a signed copy of the form should we so require;
  - c. ensure that you and your nominated administrator(s) have a lawful basis for processing of each applicant's personal data and that, where relevant, the applicant's consent to such processing has been obtained;



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- d. ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- e. ensure that all information supplied to us will be a true and accurate reflection of the applicant's circumstances and keep that information up to date so that you provide accurate information on behalf of applicants. In particular, you will inform us promptly of any actions you have taken as a result of a request by an applicant to rectify or erase their personal data.

### **Application process**

5. You agree to conduct a face to face or video interview with applicants, whenever possible, when you use this website to make an application.
6. You understand that an 'agreement in principle' is not binding on either party. You will make the applicant aware of this.
7. When you introduce applicants to us, you agree that you are not acting as our agent, and do not have the authority to act on our behalf. You will make the applicant aware of this.

### **Indemnity and intellectual property**

8. You shall indemnify us in respect of any liability, losses, damages or costs we may suffer or incur arising from any breach of these terms, or by reason of any misrepresentation or negligent, tortious or fraudulent act or default by you or any of your staff who use this website. This will include in respect of (but not be limited to) any KFI or ESIS generated for you by us on the basis of the information which you have provided to us.
9. You agree to obtain our written agreement before using our name, logo and other trademarks or distributing any advertising, press release or marketing literature that refers to us. You acknowledge that our approval of any such material does not mean that it complies with any laws or regulations and that you will need to check such compliance.

### **Review meetings**

10. You agree to appoint a suitable representative (who are described as Representative) to meet and conduct review meetings at such intervals as we may reasonably request of your activities carried out under or in connection with these terms with such representative of Principality as we may appoint. Such meetings shall review such matters relating to these activities as either party may reasonably wish to discuss.
11. You agree that if we have reasonable concerns relating to your activities carried out under or in connection with these terms, then these concerns may be referred for discussion between senior members of staff at Principality and you and/or you shall be required to take such action as you and we shall reasonably agree to address such concerns.

### **Handling complaints**

12. You are responsible for the receipt, handling, recording and reporting of Broker Complaints and shall ensure that these obligations are undertaken in accordance with all applicable laws and regulations. A Broker Complaint means a complaint from an applicant which relates to or is in any connected with your obligations to us and/or our customers under these terms.
13. In the event that you receive a complaint from an applicant which relates to our products or the services which we provide to customers in each case which have been offered to or provided to a customer through you, but excluding any Broker Complaint, then you will seek to resolve such complaint before close of business on the next business day after it is received. If you are unable to do so, then you



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will within five business days from receipt of the complaint notify us of the complaint in writing with full details of the complaint and send an acknowledgment letter to the complainant confirming this.

14. You shall be responsible for handling any Broker Complaint which is referred to Financial Ombudsman Service (FOS) and shall keep us informed about the progress and outcome of such referral.
15. You shall provide us with such additional information and otherwise provide such reasonable assistance as may from time to time be requested to enable us to respond in full to any complaint which relates to our products or the services which we provide to customers in each case which have been offered to or provided to a customer and, in any event, so as to comply and enable compliance with all applicable laws and regulations.
16. You shall address any systemic issues raised and highlighted by Broker Complaints in consultation with us as soon as reasonably practicable.
17. Unless agreed otherwise or required by any applicable law or regulation, you shall not make any statement or representation in response to any legal proceedings (for the avoidance of doubt this excludes the requirements to act in accordance with the "FOS Compulsory Jurisdiction" or any successor scheme operated by FOS or the Financial Services Ombudsman) to which we are a party or as a result of which we could reasonably suffer reputational or financial loss, without our prior written consent.

### Information about you

18. You agree that we may use any information that you make available to us under or in connection with these terms, or that we hold about you (including but not limited to the volume and location of business undertaken and your use of this website) for:
  - a. contacting you in connection with your enquiries and progressing applications submitted on behalf of your customers;
  - b. research, statistical analysis, marketing and any other legitimate purposes connected with our business; and
  - c. monitoring and management information purposes.
19. We may share this information with third parties who are providing such services to us, the management team within your organisation and, if you are an Appointed Representative, with the FCA or PRA authorised organisation for which you are an Appointed Representative. If you are an Appointed Representative, your Intermediary code may be shared with the FCA or PRA authorised organisation for whom you are an Appointed Representative.
20. Your password and passcode for this website are provided for your sole use and must not be divulged to anyone else.
21. Further information about how we process personal data about you can be found on our [Privacy Policy](#).

### Marketing activities - your opportunity to opt out

22. As a registered broker, and as part of our service to you and your clients, we will contact you to inform you about product changes, new mortgage ranges, mortgage criteria updates and introductions and/or changes to your regional Business Development Manager.
23. As part of our communications, we may also provide you with additional marketing content. This may include invitations to events about our mortgage ranges, opportunities to feedback via surveys, invitations to enter competitions and more information about our ranges including sector research and/or the mortgage sector in your local region.
24. If you are a sole trader and would prefer not to receive the opportunities listed in 23. please email [b2b@principality.co.uk](mailto:b2b@principality.co.uk) and we will remove you from these communications.



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25. If you do not wish to make the decision now, you can unsubscribe from marketing email communications at any time using the unsubscribe link in the footer of our email communications.

#### **Termination of these terms**

26. You agree that we may automatically remove you from our panel of registered mortgage intermediaries at any time without notification.

27. You agree that the termination or expiry of these terms will not affect any accrued rights or liabilities of yourself or Principality nor will it affect the coming into force or continuation in force of any provisions of these terms which are expressly or by implication intended to come into force or continue in force on or after termination or expiry.

**This site is for the use of Principality Building Society registered mortgage intermediaries only. It is not intended for public or customer use.**



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