

Terms and conditions

At the moment, we have two sets of terms and conditions whilst we transition everyone away from our Classic broker portal to our new broker portal, known as Access.

You'll have already agreed to the Classic broker portal terms when you signed up to this system. We've linked them below for reference. These terms will continue to govern our arrangement with you until you sign up to the new Access broker portal system.

The Access terms (also linked below) will apply once you've signed up to this system.

[For Access terms - click here.](#)

[For Classic terms - click here.](#)

Not sure which one?

Speak to one of our friendly Intermediary Support Team on 0344 481 0029.

NOTTINGHAM BUILDING SOCIETY – INTERMEDIARY TERMS AND CONDITIONS

Nottingham Building Society (we, us and our) is a mortgage lender and provides access to an internet platform (Mortgage Platform) for mortgage intermediaries to submit mortgage applications.

You are a mortgage intermediary and wish to use the Mortgage Platform to submit mortgage applications to us.

This Agreement sets out the terms and conditions on which we will accept mortgage applications from you through the Mortgage Platform. This Agreement will become effective when you accept these terms when you complete the mortgage intermediary registration process.

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

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|--------------------------|---|
| Agreement | means these terms of business as amended, supplemented, or novated from time to time |
| Applicable Laws | means any and all applicable statutory and other rules, laws and regulations, legislation and case law in force (and as amended) from time to time and all amendments including FSMA, the FCA Handbook (including the Mortgage Conduct of Business Sourcebook (MCOB)), all rules and guidance issued by the Regulators from time to time, the Consumer Rights Act 2015, the Financial Services (Distance Marketing) Regulations 2004, the Data Protection Laws, anti-corruption laws or any other laws designed to prevent fraud, money laundering and terrorism and any directions, guidance or best practice given by UK Finance, any and all rules or guidance issued by the Information Commissioner's Office, Financial Ombudsman Service and the Joint Money Laundering Steering Group and, in each case, any successor body or bodies. |
| Applicant | means the person(s) for whom you are processing an Application for a Product. |
| Applications | means the application(s) for a Product submitted by you on behalf of an Applicant. |
| Appointed Representative | means a person who acts as an appointed representative in accordance with section 39 of FSMA. |
| Club | means a club which operates through an association of members for the purposes of negotiating matters such as commission or fees with mortgage lenders and providing marketing and promotional activities on behalf of its members. |



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| Data Protection Laws | <p>means all applicable data protection and privacy legislation in force from time to time in the UK including the EU GDPR and the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.</p> <p>The terms "Controller", "Data Protection Impact Assessment", "Data Subject", "Personal Data", "Personal Data Breach", "Processor" and "Processing" shall have the meanings set out in the GDPR (and "Process" and "Processed" shall be construed accordingly).</p> <p>Special Category Personal Data" means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR.</p> |
| FCA | means the Financial Conduct Authority. |
| FSMA | means the Financial Services and Markets Act 2000 |
| EU GDPR | means the General Data Protection Regulation ((EU) 2016/679); |
| UK GDPR | has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018). |
| Network | means a network with intermediaries who are Appointed Representatives and which has an agreement with us for its Appointed Representatives to submit Applications. |
| Payments | means any commission, charges or fees due to you from us in connection with this Agreement. |
| Principal | means a person who acts as principal for an Appointed Representative. |
| Products | means mortgage products offered by us to Applicants from time to time including, without limitation, first charge regulated and unregulated mortgages. |
| Regulators | means the FCA or any other applicable regulatory body. |
| Services | means the services we provide in connection with the Mortgage Platform and the Applications. |



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| we, us and our | means Nottingham Building Society, Nottingham House, 3 Fulforth Street, Nottingham, NG1 3DL, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; Financial Services Registration No. 200785. |
| you | means the mortgage intermediary who has confirmed that they accept the terms and conditions of this Agreement by completing the registration process on the Mortgage Platform. |

1.2 In this Agreement

1.2.2 Any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provisions as amended, re-enacted or extended at the relevant time.

1.2.3 Any reference to the singular shall include the plural and vice versa.

1.2.4 Any reference to written or writing includes email.

2 The relationship

2.1 This Agreement sets out the basis on which we will accept Applications from you and governs the provision and use of the Services. This Agreement supersedes any previous terms of business between us and you.

2.2 If:

2.2.1 You are a member of a Club, your relationship with us is on the basis of this Agreement. You will also be bound to your Club by the terms of any agreement you have with it. We will also have an agreement with the Club.

2.2.2 You are an Appointed Representative of another firm, your relationship with us is on the terms of this Agreement. You will also be bound to your Principal or Network by the terms of any agreement you have with it. We will also have an agreement with the Network or Principal and, where permissible in accordance with this agreement, the Network or Principal will be liable for your acts and omissions under this Agreement.

2.2.3 You are a Network or Principal, your relationship with us is on the basis of this Agreement for any business you submit to us directly. You will also be subject to any other agreement we have with you (for example, in relation your Appointed Representatives who submit Applications to us).

2.3 We will only accept Applications from you if you are authorised by the appropriate Regulator (or validly appointed as an Appointed Representative of a firm so authorised) and hold all other relevant consents, permissions, registrations or licences for the purpose of carrying out your business in accordance with this Agreement.

2.4 We reserve the right at our sole discretion to decline all or any Applications and we are not required to give you a reason for doing so.

2.5 We may be required to report to the FCA the basis on which business is conducted between you and the Applicant. You acknowledge and accept that we will treat business as being conducted on an “advised” basis. We will only accept Applications for regulated mortgages on an “advised” basis.

2.6 You are not and must not purport or hold yourself out as our agent unless we specifically authorise you to do so in writing.



3 Your obligations

3.1 You warrant and represent that you:

3.1.1 will obtain the Applicant'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 Applicant; and

3.1.2 hold all relevant legal, regulatory, and other authorisations necessary for carrying out your business and for referring Applications to us and that, if you are an Appointed Representative, you have been properly appointed as such.

3.2 You undertake that you will:

3.2.1 conduct business in accordance with the requirements of Applicable Laws;

3.2.2 act diligently and in good faith in all dealings with us and the Applicants;

3.2.3 use your best endeavours to ensure that information provided by you to us is true, accurate and complete in all material respects;

3.2.4 have disclosed to each Applicant all Payments you will receive from us in respect of that Applicant's Application and obtained the Applicant's informed consent to such Payments prior to submission of their Application;

3.2.5 provide the Applicant with a mortgage illustration generated by the Mortgage Platform prior to any Application being made;

3.2.6 comply in full with all policies and procedures as we advise you of from time to time including those relevant to the Services, or compliance with the Data Protection Laws, and will only submit Applications in accordance with the said policies and procedures and will attend and complete any training on the same as required by us from time to time;

3.2.7 prior to completion of an Application, make the Applicant aware of all declarations and statements that you (or your Appointed Representatives) make on their behalf and explain key information throughout the Application that will affect the Applicant, including without limitation fair notice information that we require you to give to the Applicant in order for us to comply with the Data Protection Laws including in respect of credit checks, fraud checks and identity checks which will be undertaken by us in order to process an Application, and where necessary obtain the Applicant's consent to the use of his/her information by us including but not limited to information in relation to our use of their personal information for direct marketing communications (where consent may be relevant), or our use of their personal information comprised of Special Categories Data, or consents in circumstances where the Applicant has expressly requested that we disclose their personal information to other people or organisations;

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

3.2.9 keep all details of Applicants up-to-date and tell us if you consider that an Applicant is (or becomes) a 'vulnerable customer' within the meaning given to that term by the FCA;

3.2.10 promptly notify us of any material matters relating to your business (including without limit any matters affecting any authorisations) and promptly provide us with any

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material information relating to your business which we reasonably request from time to time; and

3.2.11 maintain professional indemnity insurance which conforms to the minimum requirements of the FCA and in any event has a minimum cover amount of one million pounds (£1 million) or such other amount as we may notify you of from time to time, for a period of three (3) years following termination.

3.3 You undertake that you will not:

3.3.1 undertake any activity that is reasonably likely to harm our brand or reputation;

3.3.2 charge an Applicant any fees in respect of an Application which are required to be included in the cost of credit or disclosed by us to an Applicant by any Applicable Law without informing us prior to submission of the Application;

3.3.3 offer any inducement to any Applicant or make any representation to an Applicant in order to persuade them to make an Application save as approved by us; or

3.3.4 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 Regulator.

3.4 You agree to tell us immediately in writing if:

3.4.1 you cease to act on behalf of an Applicant:

3.4.2 any authorisations, registrations or permissions needed to conduct all or part of your business lawfully are not current (including if you cease to be appointed as an Appointed Representative) or are believed to be in jeopardy or if you are the subject of any enforcement action by a Regulator or any disciplinary action from any Club or Network;

3.4.3 you become aware or believe that any information provided in or as part of an Application is or may become untrue or incomplete;

3.4.4 you become aware of any unauthorised use of our systems (including of any username or password we provide for access to the Mortgage Platform);

3.4.5 you are required to notify us of certain matters as set out in this Agreement (including Clause 7.1.3 (Bribery Act 2010) and Clause 12.2 (Complaints), Paragraph 2.4 (Schedule 1 Data Protection), and/or you commit a material breach of any Applicable Laws or any of the terms of this Agreement; or

3.4.6 you become aware of any actual or suspected Personal Data Breach which is or may be relevant to the personal information about the Applicants.

3.5 You must tell us in a timely manner (and in any event, within seven (7) days) of any change to any of your details, for example, of a change to your name and address.

4 Documents and communications relating to an Application

4.1 You will:

4.1.1 pass on promptly to us or the Applicant (as applicable) and without amendment (unless otherwise agreed by us), any documentation which is either supplied by us for the benefit of (or completion by) the Applicant, or provided by the Applicant in relation to the Application;



4.1.2 use the latest versions of our product literature (and destroy any out of date stocks); and

4.1.3 return all books, documents and other property of ours to us on demand.

4.2 You will not:

4.2.1 produce or distribute any documentation, unless supplied by us for distribution, containing our name, logos or trademarks without our prior written consent;

4.2.2 (other than as required for the purposes of performing your obligations under this Agreement) publish, circulate, issue or release any advertisement or literature relating to our business or us or make use of our name or logo (without our written authorisation); or

4.2.3 sign or amend any documents or policies on our behalf or make any statements, promises or representations which bind or purport to bind us (or hold yourself out as having the right to do so).

4.3 We may communicate directly with an Applicant in relation to an Application.

5 Your use of the Mortgage Platform

5.1 When using the Mortgage Platform, you agree to use it in a lawful, fair and ordinary way for submitting Applications. You should have up-to-date anti-virus, antispyware software, firewall and security patches installed on the device that you use. You must maintain the confidentiality of any usernames and passwords we provide for use of the Mortgage Platform.

5.2 There may be circumstances where we need to suspend your access to the Mortgage Platform and we will notify you of this. We may block access to it if you are using it in a way that doesn't comply with this Agreement or if a legal/regulatory authority requests us to do so. Also, from time to time, we may need to temporarily suspend access to carry out system changes, improve security or until you have updated your system. Sometimes, if your operating system, browser or other software is too old, the Mortgage Platform may no longer work on it and you will need to update these to get access.

5.3 We have taken reasonable steps to ensure the Mortgages Platform works and functions as described and is safe and secure, but we provide it "as is". This means, we can't guarantee that access will be uninterrupted or that there will be no delays or failures.

5.4 We own or have a licence to use the content and material used in the Mortgage Platform for the purposes of this Agreement. You don't own it and only have the right to use it in accordance with the terms of this Agreement. We reserve all other rights in the Mortgage Platform. You aren't entitled to grant any rights to any third party in relation to it.

6 Money Laundering Regulations

6.1 Subject always to the data protection requirements contained in clause 10, in connection with all transactions with us, you hereby undertake that:

6.1.1 evidence of the identity of all Applicants introduced by you shall be obtained and recorded (prior to submitting an Application with us) under procedures maintained by you in accordance with the provisions of the UK Money Laundering Regulations 2007 (the 'Regulations'), the Joint Money Laundering Steering Group Guidance Notes ("JMLSG") for the Financial Sector 2007 (and all Directives,



Regulations, Rules and Guidance Notes issued in substitution thereof or in amendment or addition thereto) and any of our requirements from time to time notified to you;

6.1.2 you will identify all Applicants and will without detracting from the obligations in clause 6.1.1 above forward to us with the documents for the transaction such duly completed forms relating to verification of all Applicants' identities as we may require from time to time; and

6.1.3 we shall not be liable for any of your errors or omissions in the provision of the information specified in this clause.

7 Bribery Act 2010

7.1 You will, and procure that your officers, employees, agents, and approved sub-contractors will:

7.1.1 not commit any act or omission which causes or could cause you or us to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption (including, without limitation, the Bribery Act 2010);

7.1.2 keep accurate and up to date records showing all payments made and received and all other advantages given and received by you in connection with this Agreement and the steps you take to comply with this clause 7, and permit us (or our authorised representatives) to inspect those records as required;

7.1.3 promptly notify us in writing of:

7.1.3.1 any request or demand for any financial or other advantage received by you;

7.1.3.2 any financial or other advantage you give or intend to give, whether directly or indirectly in connection with this Agreement; or

7.1.3.3 on becoming aware of, or suspecting any failure to comply with any provision of this clause, including details of any internal or external investigation, enquiry, enforcement or other proceedings by any regulator relating to any offence or alleged offence under the Bribery Act 2010 or any other Applicable Law.

7.2 You shall, and shall procure that your officers, employees, agents, and approved sub-contractors, fully co-operate with any such investigation, enquiry, enforcement or other proceedings to include the production of documents and the giving of evidence if required.

7.3 You shall procure that you have adequate internal procedures in place for the duration of this Agreement designed to prevent bribery occurring within the meaning given in the Bribery Act 2010 and applicable guidance.

8 Payments

8.1 We will pay you (either directly or via another 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.

8.2 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 is available



on request. We may change the rates of Payments without notice to you, but any such new rates will only apply to Applications submitted by you after we notify you of such new rates.

8.3 You acknowledge that prior to any business being undertaken by you under this Agreement, we provided you with details of the initial rates applicable for Payments.

8.4 We will cease making any Payments to you if:

8.4.1 we are notified in writing, or it is reasonable to infer, that you are no longer validly acting on behalf of the Applicant; or

8.4.2 we are prevented from making Payments by the operation of Applicable Laws.

8.5 We will not make any Payment to you in connection with any Application which:

8.5.1 does not proceed to completion;

8.5.2 we reasonably believe to be fraudulent; or

8.5.3 is submitted in material breach of this Agreement.

8.6 We may suspend making Payments to you if you (or any Club of which you are a member or, if you are an Appointed Representative, your Network or Principal) enters into a voluntary arrangement, are subject of bankruptcy or liquidation proceeding, have a receiver or administrator appointed over any assets, cease to hold any relevant material regulatory licence or authorisation or are charged with or convicted of any offence involving fraud or dishonesty. If we suspend Payments for any of these reasons we may hold on to such Payments until we are satisfied that it is lawful to make them or have clear direction from a court or insolvency practitioner.

8.7 We may set-off or withhold payment of any amount due to you from us against any amount due to us from you. We may not give prior notice before doing this.

8.8 If:

8.8.1 you are an Appointed Representative, any obligation on us to make a Payment may be discharged by us making the Payment to your Network or Principal. The Network or Principal will be responsible for making the Payment due to you (and we will not be liable for any failure of them to do so); or

8.8.2 you are a member of a Club, any obligation on us to make Payment may be discharged by us making the Payment to the Club. The Club will be responsible for making the Payment due to you (and we will not be liable for any failure of them to do so).

8.9 You will reimburse us, on demand, the amount of any Payments:

8.9.1 made by us to you (whether via any Club or Network) in error;

8.9.2 where you have not obtained the Applicant's consent to the payment pursuant to this Agreement; or

8.9.3 where the terms as to Payments agreed with you provide for reimbursement of all or part of any Payment when certain conditions are met.

8.9.4 Exercise by us of our right to reimbursement is without prejudice to any other rights or remedies available to us.



9 Confidentiality

9.1 Any information regarding our business, affairs, customers, Applicants, including any documents, intellectual property, technology or materials in whatever form relating to our business, must be kept confidential, and you will not disclose such information to any person, firm or company or use it for any of your own purposes or the purposes of any third party.

9.2 Your duty of confidentiality will apply both during the period of this Agreement and at all times thereafter.

9.3 You may only disclose our confidential information where required to fulfil your obligations under this Agreement; or as may be required by Applicable Laws or any Regulator.

10 Data Processing and Data Protection

Each party shall comply with the provisions of Schedule 1. The obligations set out in Schedule 1 shall continue to apply after termination of this Agreement for any reason.

11 Intellectual property

We are the owners of all intellectual property rights in materials supplied by us. You are authorised to use, download and print materials supplied by us for the purpose of performing your obligations under this Agreement. You will not otherwise extract or distribute any such material or use any such material for any commercial benefit to yourself and others. This licence will determine on termination of this Agreement.

12 Complaints

12.1 You must:

12.1.1 have a documented internal complaints procedure which complies in full with Applicable Laws and which reflects "best practice" as identified by the Regulators from time to time; and

12.1.2 maintain, and have available for inspection, a complaints log reflecting complaints made in respect of activities undertaken in accordance with the Agreement.

12.2 You must immediately notify us of any complaints relating to fraud or improper conduct by you.

12.3 We may determine procedures for dealing with such complaints and potential complaints which may include:

12.3.1 obligations for you to submit to investigation by, and provide information to, us and such other persons as we may direct;

12.3.2 obligations for you promptly to make any payments to Applicants or to submit to any other sanctions, that we may reasonably require; and

12.3.3 restrictions on contact between you and with the person making the complaint.



12.4 You will comply with any instruction that we may give concerning investigations which may be carried out by any Regulator or with any instruction which may result from the exercise of intervention powers by any Regulator.

13 Monitoring and access

13.1 You shall in relation to the discharge by the Regulators of their functions and/or to facilitate us to meet our obligations to such Regulators:

13.1.1 make yourself readily available for meetings with us and/or Regulators as reasonably requested give us and/or Regulators reasonable access to any records, files, tapes or computer systems which are within your possession or control, and provide any facilities which we and/or Regulators may reasonably request;

13.1.2 produce to us and/or Regulators and permit us and/or Regulators to copy specified documents, files, tapes, computer data or other material in your possession or control as reasonably requested;

13.1.3 print information in your possession or control which is held on computer or otherwise convert it into a readily legible document or any other record which we and/or Regulators may reasonably request; and

13.1.4 answer truthfully, fully and promptly all questions which are reasonably put to you by us and/or Regulators.

13.2 You will permit us, representatives of Regulators and persons appointed by Regulators for the purposes of this clause to have access, with or without notice, during reasonable business hours to any of your business premises:

13.2.1 (in the case of us) to review your compliance with your obligations and this Agreement;

13.2.2 (in the case of us) to facilitate us to meet our obligations;

13.2.3 (in the case of Regulators or persons Regulators appoint) in relation to the discharge of Regulators' functions.

13.3 You shall maintain records of activities in connection with Applications and Applicants (including without limit in respect of any advice given to an Applicant) as are required by Applicable Laws. You shall also maintain such additional records of your business in such form as we may specify from time to time.

13.4 You will ensure that our auditors, upon reasonable notice:

13.4.1 have a right of access at all times to your records (save for protected items as defined in FSMA); and

13.4.2 are entitled to require from you or other officers such information and explanations as the auditors reasonably consider necessary for the performance of their duties as auditors.

13.5 You agree to provide us within five (5) days of request from us, with reports showing in reasonable detail the source of Applications submitted under this Agreement, including, geographical region, loan size, loan to value ratio and other information as may be reasonably required together with a report showing the progress and status of the Applications.

13.6 We may disclose any identified non-compliance with any Applicable Laws to other lenders as well as to any Regulator.

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14 Liability and Indemnity

14.1 You should read and consider the provisions of this clause 12 carefully as they limit our liability to you under this Agreement and in relation to your use of the Mortgage Platform.

14.2 You agree to indemnify us and keep us indemnified against all costs, claims expenses, losses or damages incurred or suffered as a result of:

14.2.1 the illegality or unenforceability of any mortgage contract arising as a result of any act, omission, misrepresentation, negligence, fraud or lack of authorisation by you (or any person acting on your behalf);

14.2.2 any Application having been made in circumstances where you (or any person acting on your behalf) should reasonably have been aware that the Application was fraudulent;

14.2.3 any act, omission or misrepresentation made by you (or any person acting on your behalf) to an Applicant about the mortgage;

14.2.4 any redress or compensation we have to pay an Applicant as a result of mis-selling by you (or any person acting on your behalf) of a mortgage;

14.2.5 any breach by you (or any person acting on your behalf) of any agreement between you and the Applicant; and/or

14.2.6 any breach of any Applicable Laws.

14.3 All claims, damages and costs related to your use of the Mortgage Platform, breach of this Agreement, any third-party agreements you enter into, and use of any intellectual property or other right of any person are your sole responsibility.

14.4 Nothing in this Agreement will reduce your statutory rights. All exclusions of liability apply only so far as the law permits.

14.5 Except as provided in clause 14.4 above, we do not accept any liability to you or any Applicant for any loss or damage suffered in relation to:

14.5.1 the use of or access to the Mortgage Platform, the inability to use or access the Mortgage Platform or the results of such use of the Mortgage Platform;

14.5.2 any mistakes or omissions in the content of the Mortgage Platform; or

14.5.3 the unavailability of the Mortgage Platform at any time or for any period.

14.6 Except as provided in clause 12.4 above, we shall not be liable to you or any Applicant for suffering or incurring any of the following losses due to or in connection with the use of, access to, or inability to use the Mortgage Platform or as a consequence of you submitting Applications to us under this Agreement: loss of income; loss of revenue; loss of data; loss of profits; loss of contracts; loss of use; loss of opportunity; loss of business; loss of anticipated savings; loss of goodwill or reputation and any indirect or consequential losses.

14.7 Subject to clause 12.4 above, our entire liability to you under this Agreement shall not exceed the sum of payments made to you under the same.



15 Variation

We may vary this Agreement on one month's notice by providing written notice to you, unless changes to Applicable Laws require a change to be made sooner, in which case such changes will take effect on such earlier date and we will provide notice of the variation as soon as practicable.

16 Termination

16.1 Either party may terminate the Agreement by giving one month's written notice to the other.

16.2 We may terminate the Agreement with immediate effect and with no liability to you if any one or more of the following events occurs:

16.2.1 any material breach by you or any other person or body for which you are responsible of any of the provisions of this Agreement;

16.2.2 any misconduct by you (or any person acting on your behalf) or any Club of which you are a member, which is or could be reasonably viewed as prejudicial to our business, interests, or reputation;

16.2.3 you are not, or cease to be, appropriately authorised (or an Appointed Representative where applicable), or if the FCA or any Regulator impose any fine or penalty upon you, your Network, your Principal or any Club of which you are a member or if you cease to be a member of the Club that you were a member of when you were first accepted under this Agreement;

16.2.4 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 this Agreement; or

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

16.3 Any termination shall be without prejudice to any other remedies that one party may be able to pursue against the other, including in respect of accrued rights.

16.4 Upon termination, you will

16.4.1 not proceed any further with any Application and shall cease all promotion of our business or the Products;

16.4.2 return to us as soon as reasonably practicable any property belonging to us and all materials and historical data relating provided by us relating to this Agreement;

16.4.3 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);

16.4.4 subject to clause 6.7, be entitled to any unpaid Payments properly accrued to the date of termination for completed transactions and for Applications submitted prior to the date of termination, but shall forfeit entitlement to all other Payments falling due after the date of termination; and



16.4.5 no longer have access to the Mortgage Platform and will be required to re-register with us should you wish to introduce any applicants to us.

17 Notices

17.1 Any notice under this Agreement 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 advise you from time to time and in, your case, to the last address known to us.

17.2 Any notice shall be deemed to have been received, in the case of:

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

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

18 General

18.1 This Agreement 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.

18.2 Any failure or delay by us to exercise or enforce any rights under this Agreement and/or in law shall not be deemed to operate as a waiver of any such rights nor prejudice their enforcement in any way.

18.3 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.

18.4 All or any of our rights under this Agreement can be assigned, transferred or otherwise disposed of at any time without your consent and references to "we", "us" and "our" includes our assignees and transferees.

18.5 This Agreement represents 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.

18.6 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 this Agreement (other than where rights are assigned, transferred or otherwise disposed of, by any assignee or transferee).

18.7 In the event that any provision in this Agreement 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.

18.8 Nothing in this Agreement should be construed as indicating or giving rise to a joint venture or partnership.



Schedule 1 - Data Protection

1. Data Controller to Data Processor Transfers

1.1. Each party shall at all times comply with the provisions and obligations imposed by the Data Protection Laws. This Schedule 1 is in addition to and does not relieve, remove or replace a party's obligations under the Data Protection Laws. For the purposes of this Agreement, each party (Controller Party) agrees that in certain instances including the processing of Broker personal data, the other party (Processor Party) shall process personal data on its behalf. Each Processor Party shall (and will ensure that all its sub-processors shall) at all times, process personal data in accordance with its obligations under the Data Protection Laws and, in particular, shall:

1.1.1 process personal data only to the extent necessary to perform its obligations under this Agreement and only in accordance with prior written instructions from the Controller Party;

1.1.2 immediately inform the Controller Party if, in its reasonable opinion, an instruction received from the Controller Party infringes any Data Protection Laws;

1.1.3 ensure that persons accessing and processing personal data under this Agreement do so only as necessary to perform its obligations under this Agreement, and are bound by confidentiality obligations no less stringent than the obligations of the Processor Party under this Agreement;

1.1.4 not use subcontractors for personal data processing under this Agreement without the prior written consent of the Controller Party. The Processor Party shall remain fully liable for any and all acts and/or omissions of its sub-processors, including any breach of this Schedule 1, as if those acts and/or omissions were the Processor Party's own acts and/or omissions;

1.1.5 ensure that obligations materially equivalent to the obligations set out in this Schedule 1 are included in contracts between the Processor Party and sub-contractors who will be processing personal data;

1.1.6 not process personal data or permit any third party to process personal data outside of the European Economic Area without the Controller Party's prior written consent;

1.1.7 comply with the Controller Party's instructions in relation to transfers of personal data to a country outside of the European Economic Area unless the Processor Party is required pursuant to Applicable Laws to transfer personal data outside the European Economic Area, in which case the Processor Party shall inform the Controller Party in writing of the relevant legal requirement before any such transfer occurs unless the relevant law prohibits such notification on important grounds of public interest;

1.1.8 at all times have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of, and accidental loss or destruction of or damage to, personal data; such measures to be appropriate to the risk involved in processing the personal data and the nature of that personal data;

1.1.9 taking into account the nature of the data processing activities undertaken by the Processor Party, provide all possible assistance and co-operation (including putting in place appropriate technical and organisational measures) to enable the Controller Party to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Laws;



1.1.10 assist the Controller Party in ensuring compliance with the obligations set out in Articles 32 to 36 (inclusive) of the EU GDPR or UK GDPR (as applicable) taking into account the nature of the data processing undertaken by the Processor Party and the information available to the Processor Party, including:

- (i) providing information and assistance upon request to enable the Controller Party to notify data security breaches to the Information Commissioner and/or to affected individuals and/or to any other regulators to whom the Controller Party is required to notify any data security breaches; and
- (ii) providing input into and carrying out data protection impact assessments in relation to the Processor's Party data processing activities;

1.1.11 maintain and make available to the Controller Party and any Regulator upon request complete and accurate records and information to demonstrate its compliance with the obligations of this Schedule 1;

1.1.12 upon written request, give (and ensure that any sub-processor gives) the Controller Party, any Regulator, and their respective representatives, access to its employees, data processing facilities, procedures, and records to inspect and audit compliance with the Data Protection Laws and this Agreement. The Processor Party shall (and shall ensure any sub-processor shall) give all reasonable cooperation and assistance requested by the Controller Party, any Regulator, and their respective representatives;

1.1.13 promptly notify the Controller Party after becoming aware of any actual or suspected accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data together with its proposed mitigation action and shall provide full co-operation, information and assistance to the Controller Party in relation to any such data security breach. The Processor Party and its sub-processors, if applicable, may not delay notification on the basis that an investigation is incomplete or ongoing;

1.1.14 promptly notify the Controller Party of any request received from a data subject, or any communication received from a Regulator, and provide (and ensure its sub-processors provide) all reasonable assistance to the Controller Party in responding to the same.

2. Data Controller to Data Controller Transfers

2.1. The parties agree and acknowledge that each party (Controlling Party) will in certain instances pursuant to the Agreement be acting as data controller in respect of personal data provided by the other party (Providing Party). To the extent that a Controlling Party is acting in such capacity as a data controller, it shall:

2.1.1 at all times process the personal data in accordance with its obligations under the Data Protection Laws; and

2.1.2 only process the personal data to the extent necessary to conduct the activities contemplated by this Agreement, and not use the personal data for any other purpose.

2.2 You:

2.2.1 shall ensure that any personal data transferred to us is accurate and up-to-date, at the point of the transfer;

2.2.2 shall ensure that any personal data transferred to us is lawfully transferred (including by, where necessary, obtaining any consents required for the transfer) in accordance with the Data



Protection Laws and if requested by us shall promptly provide written confirmation of the same; and

2.2.3 shall not do anything in connection with the personal data or the transfer of the personal data that would or might cause us to be in breach of any Data Protection Laws or other law and/or to incur liability to any data subject.

2.3. You and any sub-processor shall on request by us and from time to time (at our discretion): (i) physically destroy all copies of media upon which any personal data was supplied and any further copies made by you, (ii) return all personal data to us, (iii) purge all personal data from your systems, and/or (iv) delete or destroy all personal data held by you or your sub-processors, and certify within fourteen (14) days of such request that the requirements of this paragraph have been complied with.

2.4. Where you or your sub-processor are required to retain personal data in order to comply with Applicable Laws, you must notify us and shall retain such personal data only in your capacity as a data controller and shall comply with its obligations as a data controller pursuant to the Data Protection Laws.



Terms of business agreement (TOBA) for mortgage intermediaries

By registering with us, you agree:

- To the terms and conditions in this written agreement
- You always have the correct authority to act on behalf of applicants and permission to pass their information to us
- You will ensure your customer is aware that we will search their credit file and that the search will leave a hard footprint on their credit file
- You have all the appropriate authorisations from the Financial Conduct Authority (FCA) to submit applications
- You maintain the appropriate Data Protection Registrations as a controller of personal data
- You will only submit business for your own customers and not on behalf of another firm
- You will undertake appropriate 'Know Your Customer' checks, including the verification of identity, and record the details of all mortgage applicants before passing applications to us
- Your information, including how you use the NBS broker portal, may be used for monitoring and management information purposes
- We may pass any information you give to us including, but not limited to, information about you, your firm and your clients, to carefully selected and monitored third parties who provide a service to us, on the understanding that they will keep the information confidential. We will take reasonable steps to ensure that any third parties we supply information to adhere to the same levels of security as us
- You indemnify us in respect of any liability, losses, damages or costs that may occur arising from a breach of warranties and/or obligations, imposed by these terms of business, or due to any misrepresentation or negligence, or fraudulent act or default. Should you fail to comply we reserve the right to remove you from our intermediary panel.

Broker applications

By submitting mortgage applications to us, you agree to these terms of business. All other terms and conditions, including your standard terms of business, are expressly excluded.

When you submit an application to us, you agree to do so in accordance with applicable regulations, using all reasonable skill and care and only by appropriately skilled and competent employees.

In relation to each application, you shall:

- if the applicant has expressed an interest in being contacted by us in relation to insurance, indicate that interest on their application
- where the application relates to a regulated mortgage contract, provide the applicant with all documentation required by, and in accordance with the regulatory requirements, including those in the FCA MCOBs handbook
- ensure the applicant is not you or your spouse/civil partner
- not pass to any applicant any information intended for your use alone unless required to comply with regulation or law
- only submit applications on the current version of the application submission process advised or provided to you by us
- take reasonable steps to ensure the information provided in and with the application is full, accurate, and complete

You will take all appropriate steps to vet employees and third parties, check their background and verify their qualifications.

You acknowledge you are not the exclusive supplier of any services to us.

We may refuse to accept mortgage applications.

Knowing your customer (kyc) checks

Before submitting an application to us, you will verify the applicant's identity in accordance with all applicable regulations and take all reasonable steps to ensure the information it contains is accurate, correct and not misleading.

You will not withhold any information or documentation that may be material to an application.

You shall have in place adequate disaster recovery processes and protections, including in relation to original documents and information obtained through 'knowing your customer' checks made, and held, by you.

Authorisation requirements

You warrant you have obtained all necessary permissions to lawfully fulfil your obligations and that you will not carry out any activities for which you do not have permission.

You will advise us of any changes in trading style, company name, directorship(s) and / or significant officer(s), trading/registered address, company name or permissions without delay.

Fees

If the application proceeds to completion, we will pay fees to you or your club, firm, network or company, as applicable.

We are not responsible for any fees or fee arrangements between you and your club, firm, network or company, as applicable.

You will take all reasonable steps to ensure any payment made by any applicant to any person in connection with this agreement is:

- of a reasonable amount and not excessive
- not substantially greater than the typical amount of comparable payments made to reputable organisations providing similar services
- in compliance with regulations, including FCA MCOBs Chapter 12.

Where relevant, you must disclose fees in accordance with the FCA MCOBs handbook and any other applicable regulations

Compliance requirements

You must comply with all applicable regulations at all times.

You shall:

- maintain appropriate documented procedures for all your business operations including an internal complaints procedure which reflects 'best practice' as identified by the Financial Ombudsman Scheme requirements
- immediately notify us of any complaints relating to fraud or improper conduct concerning NBS applicants and where this is the case, maintain a complaints log and make that available to us for inspection
- ensure all training and competence standards set out or referred to in the FCA handbook are met
- obtain any consents that may be required from the applicants in order to perform your obligations, and ensure adequate consents have been collected before carrying out credit

searches

- comply with all data protection regulations
- ensure that your choice of lender is unbiased and in the best interests of the applicant based on the information provided
- comply with all relevant provisions of the Bribery Act and assist us in meeting our obligations where appropriate
- where applicable, make full disclosure to applicants of the fact and amount of and commission you receive in respect of the application
- provide to us on request any management information as may be reasonably requested.

You shall not:

- give, solicit or accept an inducement, or direct or refer any actual or potential applicant to us, if it will conflict with any duty that you owe to the applicant under the applicable regulations, including FCA MCOBs
- seek to exclude or restrict any duty or liability or obligation owed under the applicable regulations, including the FSMA, CCA and any obligation in MCOBs
- You must immediately notify us of any complaints relating to fraud or improper conduct by you.

Monitoring and access

In relation to the discharge by regulators of their functions under applicable regulations and/or to facilitate us to meet its obligations you shall:

- make yourself readily available for meetings with us and/or regulators
- give us and/or regulators reasonable access to records, files, tapes or computer systems that may be required for oversight or investigation
- provide and permit us and/or regulators to copy specified documents, files, tapes, computer data or other material in your possession or control
- print information in your possession, or control which is held on computer or otherwise convert it into a readily legible document, or any other record which we and/or regulators may reasonably request
- answer truthfully, fully and promptly all questions which are reasonably put to you by us and/or regulators.

Intellectual property rights and indemnity

All intellectual property rights belonging to a party prior to this agreement shall remain vested in such party. None of the intellectual property rights, trade marks and brands shall be used by the other party without their prior written consent. We will grant to you a royalty-free, non-exclusive, non-transferable licence to use the information and tools on the NBS broker portal to the extent necessary to perform the services during the term of this agreement.

Confidentiality

When information is shared, the receiving party will treat and keep all confidential information of the disclosing party as confidential in perpetuity and will not, without the disclosing party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) confidential information to any other person other than in accordance with the terms of this agreement.

Anti-bribery

You understand we are committed to complying with all anti-bribery laws and regulations that we are subject to, including the Bribery Act and the FCPA and agree that neither you nor any of your associated persons have taken or will take any action that might cause us to violate these.

You agree that you will not authorise, offer, give or agree to offer

or give, directly or indirectly, any payment, gift or other advantage with respect to any activities undertaken relating to this agreement which:

- is intended to, or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept
- is made to or for the benefit of a public official to influence or affect any act or decision of a government entity, or securing an improper advantage
- would otherwise violate applicable anti-bribery law

Breach of any of these provisions is a material breach of this agreement and, without prejudice to any other right, relief or remedy, entitles us to terminate this agreement immediately.

Indemnity and insurance

You shall be solely liable and will indemnify us in respect of all losses (including legal fees) incurred by or awarded against us, or any affiliate or their respective directors, officers, agents, employees, members and successors in interest in connection with any proceedings, claim or action as a result of any breach by you of your obligations under this agreement or any regulatory requirements.

You shall have in effect appropriate insurance for the term of this agreement and for a period of three (3) years following termination. Such insurance must protect against all liabilities you may incur in connection with this agreement and be on terms that are reasonably acceptable to us. The insurance should include protection against professional indemnity risk with cover of no less than that required in chapter 3 of the prudential sourcebook for mortgage and home finance firms and insurance intermediaries.

The terms of any insurance or the amount of cover shall not relieve you of any liabilities under this Agreement.

You shall not by your acts or omissions cause any policy of insurance to become invalid or void.

You shall provide evidence of your insurance cover on request and notify us of any material changes to the level, type, or other material provisions of insurance cover from those notified to us.

Processing of personal data

Note that capitalised terms in this section are defined as set out in data protection legislation, comprising the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018 (Data Protection Laws). To the extent that either party processes personal data in connection with the performance of its obligations under this agreement, each party will comply with the requirements of all applicable data protection regulations.

Any processing and sharing of personal data must be undertaken paying due regard to the rights of data subjects and the security of their data. Under the terms of this agreement and in respect of one or more data subjects making a single application to NBS, you will act as data controller to applicants for the purposes and duration of their application. Where, under the terms of our contract with you, we have agreed to act as a data processor, we will act in that capacity until a mortgage offer is accepted, at which point we will become a data controller for the purposes of administering a mortgage.

When we are processing on behalf of you and you are the controller, you shall document the lawful basis for processing, inform data subjects of all the required detail required by data protection regulations and gain any required consents if applicable. Further, we will: process the personal data only on documented instructions from you; ensure that persons authorised to process the personal data have committed themselves to confidentiality obligations; assist you in complying with your obligations under Articles 32 to 36 of the General Data Protection Regulation (Regulation (EU) 2016/679); subject to regulatory obligations, at your option delete or return all personal data after the end of the relevant data processing; and make available to you all information necessary

to demonstrate compliance with the applicable data protection regulations, including allowing for audits conducted by you, such audits to be subject to prior notification and any reasonable conditions set by us.

We may, with your consent, approach data subjects to discuss products and services associated to their mortgage application under the lawful basis of legitimate interest and in such case become data controller for that purpose from the time we contact the data subject.

We may use carefully selected sub processors to assist us with processing. When this is the case, we will only do so under the protection of a written agreement and will hold such sub processors to the same data protection obligations as are imposed upon us hereunder. We will notify you of all sub processors we intend to appoint, and you will have the opportunity to raise reasonable objections to their appointment. We will at all times remain fully liable for any failure by our appointed sub-processors to fulfil their data protection obligations.

We will assist you to respond to data subjects who wish to exercise their rights of access, erasure and restriction by notifying you of any such requests in reasonable time.

Where, under the terms of our contract with you, we have agreed to act as a data controller in common (which includes where we become a data controller as outlined above), each party becomes responsible for their own obligations to comply with all data protection regulations, which means that each party shall:

1. deploy appropriate technical and organisational measures to protect any personal data against any unauthorised or unlawful processing and against accidental loss, destruction or damage. Such measures shall include:
 - taking reasonable steps to ensure the reliability of employees and third parties which have access to the personal data
 - acting only in accordance with the terms of this agreement.
2. notify the other party immediately upon becoming aware of any actual, suspected or alleged breach of any applicable data protection regulations.
3. deal with all enquiries, requests, complaints and investigations (other than in relation to a data breach) it receives from an applicant or a data protection regulator (request). In the event that a request relates to personal data, it shall promptly, and in any event within 24 hours, notify the other party of such request and shall keep the other party regularly updated as to how it handles such request;
4. notify the other party without undue delay after, and in any event within 24 hours of, becoming aware of a data breach;
5. assist and co-operate fully with the other party to enable them to comply with its obligations under data protection laws, including in respect of keeping personal data secure, dealing with data breaches, complying with the rights of data subjects and carrying out data protection impact assessments; and
6. work with the other party to ensure that each of them is able to process the personal data it processes under or in connection with this agreement for the purposes contemplated by this agreement lawfully, fairly and in a transparent manner and in compliance with data protection laws. This shall include entering into such other written agreements as may be required from time to time to enable the parties to comply with data protection laws.
7. assist the other party in complying with its obligations under data protection laws, including by assisting with responding to requests from applicants and carrying out data protection impact assessments;
8. take reasonable steps to ensure the reliability of any of its employees, agents and subcontractors who have access to personal data;
9. take reasonable steps to ensure the security of the personal data whilst in its possession;
10. ensure that only those of its employees, agents and sub-contractors who need to have access to personal data are

granted such access and only for the purposes of performing its obligations under this TOBA; and

11. ensure that the employees, agents and sub-contractors who are reasonably required to have access to personal data:
 - are informed of the confidential nature of the personal data and are subject to
 - undergo training in data protection laws and in the care and handling of personal data; and
 - comply with the obligations set out above.
12. not disclose any personal data to any third party save as permitted by this TOBA or with the prior consent of the applicant.

How we will use personal information about you

We will use your information to manage our relationship, provide our services, for assessment and analysis, to prevent and detect crime, carry out regulatory checks, meet our obligations to any relevant regulatory authority, to develop and improve our services to you and our customers and to protect our interests.

By 'your information', we mean any information about you or your firm that you or third parties provide to us.

Where you provide personal and financial information relating to others (e.g. colleagues, partners, directors), you confirm that you have their consent or are otherwise entitled to provide this information to us.

When you register as a broker, we will make identity, fraud and other enquiries about you and keep a record of the same. We may also use and give out information to other lenders, insurers and other organisations for the detection and prevention of fraud or crime [for example, if you are suspected of knowingly submitting fraudulent mortgage applications during your relationship with us]. We and other organisations, including law enforcement agencies, may access and use this information to prevent and detect fraud, money laundering and other crimes. The information recorded by fraud prevention agencies may be accessed and used by other organisations.

We will retain information collected about you for as long as permitted for legitimate business purposes. You can view our privacy policy at: www.thenottingham.com/privacy-policy

General

The rights of each of the parties under this agreement may be waived only in writing, and any delay in exercising or failure to exercise any such right is not a waiver of that right.

If, at any time, any provision of this agreement is or becomes illegal, invalid or unenforceable in any relevant jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other relevant jurisdiction shall be affected or impaired. Any invalid or unenforceable provision will be severable.

Notwithstanding anything else contained in this agreement, neither party shall be liable for any failure, interruption or delay in performing its obligations under this agreement, in whole or in part, if such delay or failure is caused by an act of force majeure affecting that party. A party affected by such an event shall make all reasonable efforts to minimise its effects and shall resume performance as soon as possible thereafter.

Nothing in this agreement shall constitute you as agent or partner of us for any purpose and you shall have no authority or power to bind us to contract or liability for any purpose.

You may not assign, sub-contract, sub-delegate or transfer your rights or obligations under this agreement, without our prior written consent.

Term and termination

This agreement shall commence on the date of acceptance by you and shall continue until terminated by either party giving no less than 3 months written notice.

We may, without prejudice to our other rights or remedies, terminate this agreement immediately upon written notice if you are in breach.

Governing law and jurisdiction

The agreement shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction over any disputes arising out of or in connection with this agreement.

Liability

Your liability to us for any regulatory losses, fines, expenses or other losses arising from a breach by you of any law or regulation is not excluded or limited by this agreement.

Disclosure

You agree to disclose the existence of this agreement and that you are being remunerated by us to any person you introduce to us.

Changes to this agreement

We regularly review this agreement. When we change the agreement, we will notify you and you may obtain a copy of the most recent version at any time here:

Last updated 26 November 2018.

