

## Terms of Registration as a Broker for Darlington Building Society

It is important that you understand these terms of registration that apply to your use of this website to register as a broker of Darlington Building Society, whose head office is at Sentinel House, Morton Road, Darlington, County Durham DL1 4PT (“we”, “us”, “our”). By using our website, you confirm that you accept these terms of registration and that you agree to comply with them.

- 1) By applying to register as a Broker with us, you warrant and undertake that:
  - a) you have and will maintain the necessary and appropriate registrations, permissions and authorisations with the Financial Conduct Authority (**FCA**) to carry out business to advise on and arrange mortgages and will inform us immediately if those registrations, permissions or authorisations are cancelled, withdrawn or restricted by the FCA;
  - b) you shall effect and maintain a policy of professional indemnity insurance and provide us with a copy of your current professional indemnity insurance certificate on demand;
  - c) you will comply with our application process for mortgage sales as notified to you by us from time to time, including in relation to the use of our website and contact with our employees, and apply an appropriate level of conduct towards your customers that is in line with the approach of the Darlington Building Society;
  - d) you will comply with all applicable laws and regulations, including (but not limited to):
    - the FCA’s Principle for Business and in particular the Mortgages and Home Finance: Conduct of Business sourcebook (MCOB), guidance for Treating Customers Fairly and Conduct Risk and all other relevant parts of the FCA’s Handbook of Rules and Guidance;
    - the Money Laundering Regulations 2007 and the Bribery Act 2010; and
    - the General Data Protection Regulation 1998,  
(All as amended or replaced from time to time).
  - e) you are acting as agent for the customer and have obtained each customer’s authority to act on their behalf before submitting an application for a mortgage on that customer’s behalf;
  - f) you have not acted unlawfully in connection with the preparation or submission of the mortgage application;
  - g) you have provided an illustration to the customer which meets the requirements of the FCA in MCOB and are responsible for the contents of that illustration where it has not been produced by us;
  - h) you will immediately, in full and without amendment, pass any documentation and/or information passed to you from us or the customer to its intended recipient (e.g. to the customer or us) respectively;

- i) you will process all personal data (as defined in the General Data Protection Regulation) relating to individuals strictly in accordance with the General Data Protection Regulation and obtain all appropriate authorisations from the customer to provide the information in the application and supporting documents to us. All personal data about customers gathered and collated for the purpose of us underwriting and administering a loan shall remain at all times our property;
- j) The Society will record all telephone calls for training and monitoring purposes when contacting the Society all calls will be recorded;
- k) You authorise us to process personal data about the directors, owners and employees of your firm for the purpose of administering the relationship between the parties including sharing this information with fraud prevention agencies. You warrant that you have the necessary consents from the directors, owners and employees to enable you to give this authorisation to us;
- l) you will notify us in writing as soon as reasonably practicable if you receive any complaints in relation to mortgage advice relating to the sale of our mortgage products so that we can monitor such complaints and we can conduct any review as we deem necessary. You warrant that you will provide reasonable assistance to us in investigating any complaints made by customers;
- m) you will not publish, circulate, issue or release, in any media, any advertisement, financial promotion or other literature relating to our mortgage products or make use of our name, logo or any of our intellectual property (any patent, copyright, registered design, design right, trademark or other industrial or intellectual property right whether register or not anywhere in the world) in any of their promotional activities without first receiving our written authorisation; and
- n) where you conduct business through our websites, you agree that access to the websites will be governed by the terms of use provided by us
- o) Your company will be registered in the UK and you will only submit mortgage applications within the UK.

<http://www.darlington.co.uk/terms-and-conditions.html>

- 2) We are not obliged to accept any application for a mortgage, or to offer a further mortgage to a customer at the end of the term of a mortgage product.
- 3) If we are not satisfied (acting reasonably) that you have complied with the applicable FCA rules, you shall allow us reasonable access to your offices, records (including extraction and copying facilities) and staff to investigate our concerns.

- 4) Nothing in these terms of registration is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, constitute you the agent or representative of us or authorise you to enter into any commitments for and on behalf of us.
- 5) Any fees due to you from us in respect of any application will be paid to the operator of the network nominated by you in your application and we will not enter into any discussion or correspondence with you regarding the payment of any fees which may be due to it. No payment shall be due to you from us under these terms of registration.
- 6) These terms of registration will be governed by and construed in accordance with the laws of England and subject to the exclusive jurisdiction of the English courts.

## Appendix 1 - TERMS OF BUSINESS – GDPR Addendum

### Responsibilities of the parties when business is introduced to Darlington Building Society

1 Darlington Building Society (DBS) will be the Data Controller of any customer data it processes and you will be the Data Controller in respect of any customer data you process.

2 The party supplying Relevant Personal Data shall ensure that: a) such Relevant Personal Data is accurate and up to date; b) the identity of the party receiving such data is disclosed to the Data Subject; and c) a GDPR compliant consent is obtained from the Data Subject (or that another lawful ground exists), to authorise disclosure of the data Subject's contact information to the party receiving such data.

3 The party receiving Relevant Personal Data shall ensure that: a) it is processed only for the purpose of the agreement between the parties; and b) the identity of the party supplying such data is disclosed to the Data Subject.

4 Both parties shall comply with GDPR in all respects and in particular shall:

a) maintain records to demonstrate consents obtained and withdrawn by Data Subjects (including, but not exclusively, the date of consent or withdrawal of consent, the method of consent, who obtained consent and what information was provided to the Data Subject consenting);

b) only provide Relevant Personal Data using secure methods and maintain at all times appropriate technical and organisational measures to avoid a Personal Data Breach (and in the event one occurs and at the expense of the party in breach use reasonable endeavours to minimise the impact and prevent recurrence);

c) Provide such information and assistance as the other party may reasonably require to comply with its own obligations;

d) Avoid causing or permitting anything to be done that might cause the other party to be in breach;

e) Respond to an and deal with any Enquiry; and

f) Notify the other party in relation to any Enquiry, or Personal Data Breach, that relates to the other party's processing of Personal Data as a Controller.

5 You should provide customers with our privacy policy as part of your processes, so that customers have the opportunity to understand how the data contained within their Decision in Principle/Mortgage application will be used by us. We will provide you with a specific URL link which contains a copy of our privacy policy and require you to provide it to customers where their data is being transferred to DBS.