

Leek Building Society
Intermediaries Online Website Conditions &
Terms of Business

## 1. General

The following are the general terms of business for intermediaries upon which we intend to rely. By accessing any part of this site, you shall be deemed to have accepted these terms in full. Should you fail to comply, Leek Building Society reserves the right to remove you from its intermediary panel, irrespective of any other action taken. It is important that you read and understand these conditions before you start to use this website.

## 2. Scope

These conditions set out the terms upon which you may use this website, and upon which we will deal with you if and when you introduce an applicant to us through this website. We reserve the right not to accept any application submitted by you for any reason and, to the extent permitted by law and regulation, without giving any explanation. You are responsible for advising applicants that data about them and their application will be transmitted electronically.

By registering or submitting an application via the website, you are accepting these conditions in their entirety:

- To ensure that you always have your customer's authority to act on their behalf, and their permission to pass information to Leek Building Society. The Society reserves the right to contact the customer.
- It is your responsibility to ensure your customer is fully aware, that by processing a Decision in Principle on the system that a soft footprint will be left on your customers record and that when submitting a Full Mortgage Application, a hard footprint will show.
- That you accept responsibility for the data protection of your customer's data on the system, website & online intermediary portal.
- To advise all customers of what will happen to their personal data and what, if anything, will be disclosed to other parties. No disclosure of personal data will be allowed without prior consent of the customer.

- For regulated business, you have all the appropriate authorisations from the Financial Conduct Authority (FCA) to submit applications.
- For Regulated Mortgage Contracts (RMC) you have all the appropriate authorisations and qualifications to advise your client on a suitable RMC in line with all regulatory and legal regulations.
- To only submit business for your own customers and not to process or submit any business through us on behalf of another advisor.
- To Leek Building Society undertaking appropriate checking before appointing me to their Intermediary Panel. This check may include obtaining appropriate credit and business searches or contacting Mortgage Clubs or Networks.
- That you accept that by submitting an application, you are giving Leek Building Society
  rights of access to your sales quality and compliance documentation for the sole purposes
  of quality oversight and due diligence checks.
- Leek Building Society reserve the right to request further information about you or the legal entity that you operate within in order to satisfy any enhanced due diligence checks that are deemed appropriate.
- You are not aware of any FCA enquiries or enforcements pending on you.
- You understand that you are required to pay due regard to the interests of customers and treat them fairly and you adhere to all applicable regulation relating to treating customers fairly and vulnerable customers.
- You agree to communicate to the society where you have identified an individual as vulnerable, so that we can provide any additional support that they may require throughout their application.

## **General Conditions**

Leek Building Society accepts no responsibility for the content of any other site to which a hyper text link to or from this site exists.

Leek Building Society cannot warrant that this site is free of technical defects or viruses of any description and will not be responsible for any technical problems arising from the use of this site.

Leek Building Society will endeavour to have this site available 24 hours a day. However, the Society has the right to suspend access to the site, temporarily or permanently, for which no notice may be given. The Society will not be liable for any reason if the site is unavailable, for however long the period might be. As a consequence the Society will not be liable for any loss or damage arising in contract, tort or otherwise if the site becomes unavailable or is suspended for any reason.

Leek Building Society shall at all times own the copyright and any other rights to the material on this website. You are not permitted to download, reproduce, store or transmit any information on this website other than for your use or your customers use. If you print off information data, text or forms, you must not alter, amend, or copy them. Unauthorised hacking or amendments to this site are not permitted by Leek Building Society and may be considered a breach under the Computer Misuse Act 1990.

We may amend these conditions at any time without notice. Your use of this website after any amendment will be subject to these conditions as amended. The products and services advertised on this website are subject to availability, and may be withdrawn or amended without notice.

We can amend any of the contents of the website at any time and without notice. Information on this website about products is provided for the benefit of residents of the United Kingdom only. We reserve the right to decline any application for any product from anyone resident in any other jurisdiction.

Your username and password are provided for your sole use and must not be divulged to anyone else.

The products, services and policies on this website are subject to availability and may be withdrawn or amended without notice.

## **Intermediary Declaration**

I confirm that in accordance with current Money Laundering Regulations, I will have undertaken appropriate 'Know Your Customer' checks including the verification of identity and recording the details of all mortgage applicants before passing applications to the Leek Building Society.

I confirm that any information Leek Building Society holds about me and how I use the online site may be used for monitoring and management information purposes. This may be shared with the management team within my own organisation.

I indemnify Leek Building Society in respect of any liability, losses, damages or costs it may incur arising from a breach of my warranties and/or obligations, imposed by these terms of business, or by reason of any misrepresentation or negligent, or fraudulent act or default by me.

I agree to accept and comply with the Leek Building Society's Intermediary Terms of Business.

Leek Building Society is a trading name of Leek United Building Society, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with firm reference number 100014. Our details can be found on the Financial Services Register at https://register.fca.org.uk/s/. Leek United Building Society's address for service is 50 St. Edward Street, Leek, Staffordshire ST13 5DL.