

Intermediary Declaration

Introducer – Terms & Conditions of Use

The following are the general terms of use for this Introducer Internet site. Instructions on how to use the site also form part of these terms. When you register with us to use the online application and tracking facility you will be deemed to have agreed to them. Should you fail to follow these terms, Dudley Building Society (us) reserves the right to withdraw your access to the on-line service, irrespective of any other action taken.

By registering for this facility, you agree:

- To comply with all applicable obligations arising out of relevant data protection legislation in force from time to time, including, but not limited to the Data Protection Act 2018 and the EU General Data Protection Regulation. Where the provisions of such legislation conflict with any of the terms / declarations set out below, the provision of the legislation shall prevail.
- To ensure that you always have your customer's express authority to act on their behalf and to pass information to us and that your customer has read, understood and given their consent to the customer declaration prior to you submitting details to us.
- To ensure you and your nominated administrator(s) always have justification for processing of customer's personal data and that the customer's consent to process has been obtained.
- To advise all customers what will happen to their personal data and what, if any, will be disclosed to other parties. No disclosure of personal data will be done without the prior consent of the customer.
- To ensure that data collected in respect of any customer will not be used for any purpose other than that for which it was collected, unless the customer's permission is first obtained.
- To only hold data relevant for the purpose of a 'decision in principle' or 'full mortgage application'.
- To ensure that all information collected will be a true and accurate reflection of the customer's circumstances, and to keep that information up-to-date.
- To provide customers with a copy of information held on them, on request.
- That before each 'decision in principle' or 'full mortgage application' is submitted, you will hold an original 'customer declaration' signed by the customer (or if more than one, both or all of them).
- Your password and memorable word are provided for your sole use and must not be divulged to anyone else.
- That the use of 'case tracking summary' and 'detailed tracking' screens will be confined to you, or your nominated administrator(s). Information displayed on the tracking screens must not be shared with any other 3rd party, and under no circumstances are customers to be allowed access to it.
- To follow the guidelines on good password practice when creating your unique password on registration.
- To confirm that you will observe the terms of your 'introducer agreement' with us and our GDPR Data Processor Appointment Terms.

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- You, or your company, have all the appropriate authorisations from the FCA to complete applications. If an application arises as a result of the activities of another person, then that person is appropriately authorised by the FCA or is exempt from authorisation.

You will ensure that your business will comply at all times with all amendments to or replacement of all of the above as relevant.

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- I agree that in accordance with the Money Laundering Regulations 2017, I will verify and record the identity of all mortgage applicants before passing the applications to you, Dudley Building Society.
- I confirm that the identity of all mortgage applicants will be verified and recorded at the time of any application made via the site.
- I acknowledge that a 'decision in principle' is not binding on either party and that the next stage will involve completing a 'full mortgage application'.
- I understand that any information that you hold about me and how I use this site may be used for monitoring and management information purposes and may be shared with the management team within my own organisation.
- I understand that any information that you hold about me will be kept after my relationship with you has ended.
- I indemnify you in respect of any liability, losses, damages or costs you may suffer or incur arising from breach of my warranties and/or obligations, imposed by these terms and conditions, or by reason of any misrepresentation or negligent, tortious or fraudulent act or default by me or any administrator(s) I nominate to use the site on my behalf.
- I will ensure that all administrators I nominate to use the site, do so strictly in accordance with the terms of use.

By agreeing to accept these terms and conditions of use you are deemed to have read and understood the section above, appropriate to your user level.