

## Intermediary Firm & Adviser Registration revised 11th June 2018

Please use this form to register your firm and Advisers to enable mortgage business to be submitted to the Society or to amend details of your existing registration. **This form must be completed and signed by the Managing Director or a suitably authorised individual.**

### 1. Organisation

Company type: Sole trader  Partnership  Limited Company  PLC

- I wish to register for the first time
- I wish to amend my existing details

### 2. Name and address of Firm

Name of Principal Contact   
(i.e. Office Manager)

Name of Firm

Limited Company Number

Registered address   
Postcode

Telephone number

Email address

### 3. FCA Details

Please complete as appropriate:

If an **Appointed Representative**, please provide:

- FCA number of your firm
- Name of your Network
- FCA number of your Network
- If **Directly Authorised**, please provide the FCA number of your firm

#### 4. Procurement fee payments

If you are an Appointed Representative of a Network, the Society will pay these into your Network bank account. Where the Network allows the Appointed Representative to receive procurement fees direct, the Society will require written confirmation from the Network confirming this.

If you are Directly Authorised, the Society will pay the procurement fee into your business bank account.

Please provide bank details:

Sort Code

Account number

Account name

Bank/Building Soc name

Email address  
(for notification of payment)

Payment terms:

- Procurement fees shall be paid to the Intermediary at such rate as the Society shall from time to time determine and will be sent by BACS credit in the month following completion of the mortgage.
- In the event that the Intermediary ceases to be authorised by the FCA:
  - I. The Society shall pay the procurement fee on any mortgages where the Intermediary held valid authorisation on the date of completion.
  - II. The Society shall not pay the procurement fee on any mortgage where the Intermediary's authorisation was revoked on or before the date of completion.

- If any mortgage application submitted to Monmouthshire Building Society (referred to collectively and individually in this document as MBS) by the Intermediary is found to be fraudulent, no procurement fee will be paid.
- The Society reserves the right, at its sole discretion, to refuse all or any business from an Intermediary and is not required to give a reason for doing so.

## 5. The Intermediary's Obligations

### The intermediary warrants, undertakes and represents that it:

- Is the agent of its client and has the authority to act on behalf of its client.
- Is the data controller of the clients' personal data and has all necessary notices and consents in place to enable lawful transfer of the clients' personal data to us (or to a third party as directed by us) in order that we can assess their application.
- Will provide to us at our request, a copy of its privacy notice explaining to clients the manner in which it collects their personal data.
- Holds all relevant legal, regulatory and other authorisations necessary for carrying out its business and for referring business to MBS.
- Conducts its business in accordance with the requirement of all relevant laws and regulations, including but not limited to, the UK Money Laundering Regulations and all current data protection legislation (including the Data Protection Act 1998, the General Data Protection Regulation (EU) 2016/679) and any national implementing laws, regulations and secondary or successor legislation and shall immediately inform us if it becomes aware of any breach of any relevant laws and regulations.
- Shall ensure that all the information contained in the application is, to the best of its knowledge, true and accurate. MBS will investigate all suspicions of application fraud. If MBS reasonably suspects that an adviser has knowingly made a false representation in submitting an application then MBS reserves the right to terminate the relationship with the intermediary with immediate effect.
- Has made the client aware of how we will use their information (and has provided to any client a copy of our current privacy statement prior to submitting any application on its client's behalf), including the fact that we will carry out a search with credit reference and fraud prevention agencies.
- Acknowledges the core principles of processing clients' personal data including that personal data shall be: processed lawfully, collected only for specific and legitimate purposes, only collected to the extent necessary, kept accurate and up to date, only kept for as long as necessary and processed securely.
- Shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of its clients' personal data and against accidental loss or destruction of, or damage to its clients' personal data, including, without limitation, in the manner in which it is transferred to us.
- Shall provide all reasonable assistance where necessary to support us in complying with all applicable requirements of the current data protection legislation, in particular in dealing with any data breach, subject access request or customer complaint. In obtaining this agreement it has not done, and in performing your obligations under this agreement shall not do, any act or thing that contravenes the UK Bribery Act 2010 or any other applicable anti-bribery or anti-money laundering laws and/or regulations.
- Has and shall maintain in place throughout the term of this agreement, adequate procedures designed to prevent bribery occurring within the meaning given in the UK Bribery Act 2010.
- In accordance with the Criminal Finances Act 2017, has reasonable procedures to prevent the facilitation of tax evasion, by your firm or our mutual client, prior to submitting mortgage applications.

It will not submit a mortgage application without the following customer information:

- Full name including middle names

- DOB
- 3 years address history including time from and to
- Employment Status
- Occupation
- Employer
- Contact Telephone Number(s)
- Email address (if customer has one)
- Income Information
- Nationality

**Failure to provide this information may result in unnecessary delays in processing the application.**

**The intermediary agrees to inform MBS immediately in the event that:**

- It ceases to act on behalf of its client.
- Commits an act of bankruptcy, or becomes insolvent, or compounds with his creditors, or if a resolution is passed or proceedings start for his liquidation, or if a receiver, administrator or manager is appointed in respect of all or part of his assets or undertaking.
- Any personnel, employee, consultant or partner in the Intermediary's business are charged with any offence involving fraud or dishonesty, or are investigated or disciplined by the FCA or where any of its authorisations, registrations or permissions needed to conduct all or part of its business lawfully are not current or are believed to be in jeopardy.
- An Appointed Representative ceases to be its Appointed Representative.
- An Adviser ceases to be its Adviser.
- It commits a material breach of any laws or regulations.
- It becomes aware of any data breach relating to any client's personal data that is the subject of an application to us or if it becomes the subject of an investigation by the Information Commissioner's Office or any other relevant data protection authority.

**The intermediary undertakes to:**

- Comply with the Intermediary Lending Criteria as notified by MBS.
- Act honestly and professionally and to use all the due skill and care when acting for the client, including (but not limited to) ensuring that the Business is suitable for its client where the Intermediary advises on the Business.
- That it will give its best endeavours to provide information to MBS which is true and complete in all material respects. The Intermediary will advise MBS as soon as it is aware that such information is or becomes untrue or incomplete.
- That it will provide the Society with relevant and appropriate documentation to allow it to consider and process mortgage applications.
- That it will not refer Business to us as a direct or indirect consequence of the activities of any person who is not appropriately authorised or exempt from authorisation by the FCA or any other relevant authority.
- Carry adequate insurance cover with a reputable insurer to cover all of its insurable liability under this agreement and for 6 years after the Intermediary stops introducing Business. The policy and premium receipts should be made available for inspection by MBS at any time.

The Intermediary shall not sign or amend any documents or policies on our behalf nor make any statements or promises or representations of any kind whether written or oral which bind or purport to bind the Society or any employee or director of ours and neither shall the intermediary hold itself out as having authority to make such representation

## Adviser Details

To enable your Advisers to submit mortgage business, please use this section to register your firm's Advisers with the Society.

### 6. Authorised Mortgage Advisers

The individual(s) named below are authorised Mortgage Advisers with this firm:

Full name of Adviser	Individual FCA number (if applicable)

If your firm has more than 5 Advisers, please list their name and FCA number on a separate sheet.

### 7. Declaration

- I. I/We hold current authorisation from the Financial Conduct Authority (FCA) for advising on and arranging mortgages or that I/We am/are Appointed Representative of an organisation authorised by the FCA for conducting such activities.
- II. I/We agree that in accordance with Money Laundering Regulations 2007, together with the guidance notes issued by the Joint Steering Group that I/We will verify and record the identity of all mortgage applicants before passing the application to the Society and forwarding the required documentation.
- III. I/We confirm that we will notify the Society immediately of Revocation of my/our Consumer Credit License or any other permissions are withdrawn. Investigation under the Financial Services and Markets Act 2000. Revocation/cancellation of FCA registration. Investigation by any regulatory body.

IV. I/We declare that I/we have never made a fraudulent application for a financial product either for myself or on behalf of a client. I/We declare and understand that:

- Monmouthshire Building Society may share the information provided in my application to join the Society's Broker Panel (including the information above) with fraud prevention agencies and my company/network. If false, inaccurate or incomplete information is provided and fraud is suspected, MBS reserves the right to notify fraud prevention agencies accordingly, and law enforcement agencies in the UK and in other countries may access and use this information. MBS and other organisations may also access and use any of this information to prevent fraud and money laundering, for example when: checking details on applications for savings accounts and products or for credit and credit-related or other facilities; managing savings, credit and credit-related accounts or facilities; recovering debt; checking details on proposals and claims for all types of insurance; checking details of job applicants and employees, and considering applications to join a lender's panel of intermediaries, or undertaking a review of an existing panel. MBS and other organisations in the UK may access and use the information recorded by fraud prevention agencies.
- If I/we submit a fraudulent or suspected fraudulent mortgage application to MBS on behalf of myself or a client, and MBS suspect that I/we knew, or could reasonably have been expected to have known (for example by carrying out proper checks) that the application was fraudulent, MBS reserve the right to notify fraud prevention agencies accordingly and law enforcement agencies in the UK and in other countries may access and use this information. MBS may disclose this information to my company/network, and relevant regulators. MBS and other organisations may also access and use any of this information to prevent fraud and money laundering, for example when: checking details on applications for savings accounts and products or for credit and credit-related or other facilities; managing savings, credit and credit-related accounts or facilities; recovering debt; checking details on proposals and claims for all types of insurance; checking details of job applicants and employees, and considering applications to join a lender's panel of Intermediaries, or undertaking a review of an existing panel. MBS and other organisations in the UK or other countries may access and use the information recorded by fraud prevention agencies.

**This form must be signed by the Managing Director, or a suitably authorised individual within the firm, who is a named individual on the Financial Services Register.**

I/We declare that the information given in this document and on any separate sheets is true and complete.

Signature

	Date:
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Print Name

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Position

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**Please sign and return to:**

Broker Sales Team at

[brokers@monbs.com](mailto:brokers@monbs.com)

For office use only	
Checked:	
Uploaded:	