

Interested in working with us?

Please read the Terms of Business below and print off your own copy, then fill out our application.

Terms of Business applying to business conducted with mortgage intermediaries

All mortgage applications submitted by a mortgage intermediary (**Intermediary**) to us are accepted subject to the following terms of business (**Terms**).

By submitting mortgage applications to us the Intermediary acknowledges that it accepts these Terms.

In these Terms, the words 'we', 'us' and 'our' refer to National Westminster Bank Plc in relation to applications for our mortgage products (as applicable).

- 1 General** – The Intermediary may submit mortgage applicants from customers to us. We may (but are not obliged to) arrange and make loans to these applicants.
- 2 No agency** – The Intermediary will not act as our agent when promoting our mortgage products or when introducing mortgage applicants to us and the Intermediary acknowledges and accepts that it does not have the authority to act on our behalf or to bind us in any way. The Intermediary will ensure that it promptly informs any applicant for our mortgage products of this fact.
- 3 FCA authorisation**
 - (a) The Intermediary will ensure that when it submits each mortgage application it is duly authorised (whether directly by the Financial Conduct Authority (**FCA**) or by becoming an appointed representative of an authorised person) to undertake the FCA-regulated activities that it is required to perform in the course of advising customers and arranging mortgages with us on behalf of customers. The Intermediary will maintain its authorisation and will comply with all relevant legal and regulatory requirements applying to this business.
 - (b) If the Intermediary's authorisation is withdrawn at any time whilst we are processing applications submitted by it, the Intermediary will immediately inform us of this, in writing. If the Intermediary's authorisation is withdrawn, we will be obliged to cease undertaking business with it.
- 4 Data Protection and use of data**
 - (a) The Intermediary acknowledges that it is the data controller of all personal data it collects or otherwise processes under or in connection with these Terms and will comply with all laws and regulations applicable to such processing, including privacy and electronic communications.
 - (b) The Intermediary warrants that:
 - b.1. it has, and will continue to maintain, all necessary registrations and notifications to the Information Commissioner's Office (or any successor); and,
 - b.2. it has, and will continue to maintain, appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against its accidental loss, destruction or damage.
 - (c) The Intermediary will:
 - c.1. immediately notify us of any actual or suspected personal data breach, or any other matter that might cause us to be in contravention of applicable data protection law, and will assist us in minimising the effect of any such event; and,
 - c.2. assist us, within a reasonable timescale, in answering any rights under applicable data protection law that might be exercised against us by individuals whose personal data is processed under or in connection with these Terms;
 - c.3. not transfer personal data received from us, or from a third party on our behalf, to a country outside the European Economic Area except as permitted by applicable data protection law;
 - c.4. obtain the consents of any individuals whose personal data it transfers to us where that consent is necessary for us to lawfully process their personal data under or in connection with these Terms; and,
 - c.5. provide all notices to individuals whose personal data is processed under or in connection with these Terms necessary for it to comply with applicable data protection law and, where relevant, for us to lawfully process that personal data.
- 5 Changes to our materials and processes**
 - (a) We shall at our own cost keep the Intermediary supplied in a timely manner with up-to-date guidance, product literature, application forms and other relevant information in relation to our mortgage products.
 - (b) The Intermediary warrants and undertakes that it will only use up-to-date product information and literature, application forms or any other relevant information provided by us, either in paper format or through the relevant website.
- 6 Obligations of the Intermediary**
 - (a) The Intermediary will comply with all our mortgage application procedures that we notify the Intermediary of, from time to time.
 - (b) The Intermediary will also comply with all requirements that we may impose relating to the marketing or promotion of any of our mortgage products. The Intermediary will not share with customers any material provided by us which is not intended to be provided to customers. Where there is any doubt as to whether any materials are so intended, the Intermediary shall seek clarification from us prior to providing such materials to customers.
 - (c) The Intermediary will forward promptly to us monies which it has received on our behalf.
 - (d) The Intermediary undertakes full responsibility for the correct submission of all supporting documents within the agreed timescales, including all fees payable to us.
 - (e) The Intermediary shall be responsible for ensuring that the information contained in an application submitted to us is complete and accurate. We shall not be liable for delays caused due to inaccuracies in applications submitted to us by the Intermediary.
 - (f) The Intermediary must not behave in a threatening, violent or inappropriate manner towards our staff. Notwithstanding clause 13, breach of this clause may result in immediate removal from our panel.
- 7 Compliance**
 - (a) The Intermediary will comply with all applicable laws and regulations in relation to advising on and arranging mortgage applications for our mortgage products including, without prejudice to the foregoing generality: (i) the advising and selling requirements and pre-application disclosure requirements of the FCA's rules which are applicable to mortgage advising and arranging by a mortgage intermediary, (ii) the FCA's rules on training and competence, (iii) the FCA's Dispute Resolution: Complaints rules, including those which refer to timescales for referral of complaints to us, where referral is appropriate, and (iv) all relevant Competition Laws.
 - (b) The Intermediary will be responsible for all of its advertisements and other publicity and will ensure that such advertisements and other publicity are compliant with all applicable legal and regulatory requirements.

- (c) In accordance with the Guidance Notes for Financial Sector published by the Joint Money Laundering Steering Group (2003) and updated from time to time, covering customer identification requirements, we delegate to the Intermediary the verification of all original identification required in relation to mortgage applications.
- (d) The Intermediary undertakes to us that it shall, and shall procure that persons associated with it in connection with these terms of business, shall:
 - 1) Not engage in any act or omission which would constitute a UK or foreign tax evasion facilitation offence as defined in sections 45 or 46 of the Criminal Finances Act 2017 (the 'CFA'), (the 'Facilitation Offences');
 - 2) Not cause, facilitate or contribute to the commission by us of an offence of failing to prevent the facilitation of tax evasion under section 45 or 46 of the CFA or any other legal and regulatory anti-facilitation of tax evasion obligations (together with the Facilitation Offences, the 'AFTE Laws'); and
 - 3) Have in place and comply with its own anti-facilitation of tax evasion procedures ("AFTE Procedures") as are reasonable to ensure compliance with this Clause 7. The Intermediary will, if requested and as soon as reasonably practicable, provide us with relevant access and information in relation to their AFTE Procedures.
- (e) The Intermediary shall immediately notify us in writing of any suspected or known breach of the Intermediary's AFTE Procedures or the AFTE Laws. This obligation shall continue after the expiry or termination of these terms of business. The Intermediary shall ensure that any person employed by it, sub-contractors or any person associated with it in connection with these terms of business complies with Clause 7(d) and Clause 7(e).
- (f) Notwithstanding the terms of clause 12, we shall have the right to cease undertaking any further business with the Intermediary immediately, or on such other time specified by us, upon written notice to the Intermediary if the Intermediary, or any person acting in the capacity of a person associated with the Intermediary (whether with or without the knowledge of the Intermediary) fails to comply (or if we have a reasonable suspicion of such a failure to comply) with the AFTE Laws.
- (g) In the event of a breach by the Intermediary of this Clause 7, the Intermediary shall be liable, without prejudice to the Intermediary's other liabilities to us arising from such breach, for any costs or expenses (including reasonable legal fees) incurred by the us in investigating a breach or suspected breach of this Clause 7.
- (h) The intermediary undertakes to comply with all tax declaration and reporting obligations relating to this business.

8 Anti-Bribery and Corruption Requirements

- (a) The Intermediary undertakes to comply with and perform its services in accordance with the Bribery Act 2010 and any other applicable anti-bribery or anti-corruption laws.
- (b) The Intermediary will not act, nor omit to act in any way that will lead to us being in breach of the Bribery Act 2010 or any other applicable anti-corruption laws.
- (c) The Intermediary will have its own anti-bribery and corruption policy or equivalent controls and ensure that its employees and sub-contractors comply with these obligations. The Intermediary will, if requested and as soon as reasonably practicable, provide us with relevant access and information in relation to their anti-bribery and anti-corruption policies and controls.
- (d) We may, with immediate effect, cease to undertake any further business and terminate these Terms with the Intermediary if the Intermediary or any person employed by it or acting on its behalf (whether with or without the knowledge of the Intermediary) is in breach of the Bribery Act 2010 or of any other applicable anti-bribery or anti-corruption laws.

9 Confidentiality – The Intermediary will, at all times, keep confidential all information relating to the administrative, financial, technical, marketing or operational arrangements or future business strategy of our business that the Intermediary obtains in the course of submitting mortgage applications to us and dealing with these applications. Other than the disclosure of information to any relevant regulatory authority, at its request, the Intermediary agrees not to disclose any of this confidential information to any third party, without our prior written consent.

10 Indemnity – The Intermediary will indemnify us against all losses, costs and/or expenses incurred by us or any claims made against us as a result of the Intermediary's breach of these Terms.

11 Commission

- (a) Providing the Intermediary complies with these Terms, we will arrange for the Intermediary to be paid commission for introducing mortgage applicants to us.
- (b) Where the Intermediary has negotiated a commission deal directly with us, payment of commissions will be made according to the terms of any agreement between the Intermediary and us and any payment arrangements for business introduced by that Intermediary, in place at the time that the mortgage application is submitted. We will notify the Intermediary of any subsequent changes to these. In this situation, we will pay commission directly to the Intermediary.
- (c) Where the Intermediary is paid via a Mortgage Club or other Intermediary Organisation's commission deal with us, we will notify the Mortgage Club/other Intermediary Organisation (as the case may be) of the relevant arrangements and rates of payment (and any subsequent changes to these) and it is their responsibility to provide this information to the Intermediary.
- (d) We reserve the right to vary our commission structure on giving at least one month's written notice to the Intermediary or the Mortgage Club/other Intermediary Organisation (as appropriate).

12 Our right of audit – We shall have the right at any time or times, upon giving reasonable notice to the Intermediary, to examine and take copies of all files and records pertaining to mortgage applications submitted to us through the Intermediary (including the intermediary's policies and procedures and control documents in relation to the sale of the products), either by entering the Intermediary's premises, by our auditors entering the Intermediary's premises or by us or our auditors requesting information and/or documentation from the Intermediary. The Intermediary shall comply with all reasonable requests from us for information and/or documentation. Upon reasonable request from us the Intermediary will meet with us to discuss the Intermediary's processes, procedures and controls in relation to, among other things, the sale of our products and the submission of mortgage applications to us. We shall have the right to conduct mystery shopping exercises and may also contact customers who make a mortgage application for any of our mortgage products to discuss, among other things, the sales process in relation to that mortgage.

13 Breach of these Terms – If the Intermediary commits a material breach of these Terms which has not been remedied within 30 days of written request, we will be entitled to immediately cease undertaking any further business with it. In this case, we will write to the Intermediary notifying it of this fact.

14 Changes to these Terms – We reserve the right to publish new terms of business at any time without prior notification to the Intermediary. These Terms shall apply to all mortgage applications submitted by the Intermediary from the time of their first publication on our website to the time of publication of any new terms of business. Any new terms of business shall then apply to all mortgage applications submitted between the time of their first publication and the time of publication of any subsequent new terms of business.

15 Governing Law – These Terms are governed by English law.