

Penrith Building Society

“Penrith Mortgage Hub” Terms and Conditions for Intermediaries

Effective 1st March 2017

These terms and conditions relate to Penrith Building Society’s “Penrith Mortgage Hub” service.

1. Use of your Personal Data

- 1.1. We are committed to protecting your privacy during your visits to the “Penrith Mortgage Hub” section of the website and recognise our responsibility to keep the information you provide to us confidential at all times.
- 1.2. Information you give us will be used by us to allow you to access your Penrith Mortgage Hub account. The information may be used by Penrith Building Society “the Society” for its own use in respect of marketing, business analysis or similar purposes.
- 1.3. Under the Data Protection Act 1998, you have a right of access to your personal data held. Upon payment of a single fee, we will give you a description of the data, the purpose for which it is processed and to whom it may be disclosed. You also have a right to have incorrect data corrected. We will treat all your personal information as private and confidential (even when you are no longer on our Intermediary panel). We will not give your details to anyone unless: we have to give the information by law; there is a duty to the public to disclose it; you request us to disclose it, or we have your permission to do so; our interests require us to give the information (for example to prevent fraud). We will not use this as a reason for giving information for marketing purposes.

2. Security Information

- 2.1. When you first request access to the “Penrith Mortgage Hub” system, you will be asked to register with us by completing and signing the registration form which is found on the Intermediary Penrith Mortgage Hub website page. Once completed the form should be scanned and emailed to mortgages@penrithbs.co.uk
- 2.2. You will not be able to submit applications to the Society on the “Penrith Mortgage Hub” system until you have received confirmation via email that you are registered.

- 2.3. Once registration is confirmed then you will need to apply for a login for the "Penrith Mortgage Hub". This will enable you to fully submit applications to the Society. Full details in "How to apply" under the Useful Links.
- 2.4. Each time you submit an application you will be asked for your user identification and your password. Should you forget your password then please follow the link to request that this is reset.
- 2.5. Once registered for the "Penrith Mortgage Hub" system, you must always keep your user identification number and password secure. The Society's staff will not request you to divulge this information under any circumstances.
- 2.6. If you fail to provide the correct security details three times in a row, we will block further online access to your accounts.
- 2.7. You must follow any instructions we give you, from time to time regarding the safe keeping and use of your security details.

3. If you think that someone knows your security details

- 3.1. If you think that someone else knows your password and you are unable to access the "Penrith Mortgage Hub" you must let us know at once. If you do not do so, you will be responsible for any instruction we receive and act on, even if it was not given by you. You can telephone us on 01768 863675 or email us at mortgages@penrithbs.co.uk to request that access to the "Penrith Mortgage Hub" is suspended until you are able to change the security details.
- 3.2. Once you have reported that you suspect someone else knows your security information, you will not be liable for any action we take on your account which was not carried out or authorised by you, unless you act with gross negligence (which includes taking insufficient care of your user identification number, password or memorable information), or you act fraudulently.

4. Inappropriate use of our system

- 4.1. We shall be entitled to terminate or suspend our service to you if we have reasonable grounds to believe that you have attempted to gain access to our programs or have attempted to introduce any viruses into our systems.

5. Communications

- 5.1. Should there be any changes to your company such as any advisors leaving or new starters then a change request form will be required to be completed and submitted to mortgage@penrithbs.co.uk under the heading change request.
- 5.2. Any documents that are required to support the application must be uploaded under the correct application along with a certificate of supporting documentation, which can be printed from the

main Intermediary website page. We shall be entitled, at any time, to ask you to confirm further information if we consider this necessary.

6. Territorial Limitations

- 6.1. The "Penrith Mortgage Hub" system is intended for use in the United Kingdom only.

7. Security of the Internet

- 7.1. We have taken reasonable steps to ensure that the "Penrith Mortgage Hub" system is secure; however we cannot guarantee completely the confidentiality or privacy of any information passing over the internet or that it will not be interfered with. By using this facility, you are giving instructions on this basis and understanding.

8. Who can register?

- 8.1. Any intermediary that is currently working independently or for a company that is regulated by the Financial Conduct Authority and can supply a FCA Financial Services Register number to the Society upon registration.
- 8.2. The Society is required to identify and verify the validity of the Intermediary that Penrith Building Society considers accepting onto its Intermediary Panel.

The Society reserves the right to refuse to accept business from an Intermediary based on any of the following:

The results of any background checks carried out,

The quality of cases submitted,

If the Intermediary/firm becomes subject to any investigation for breach of the Financial Services Market Act 2010, or if their authorisation from the Regulator is revoked.

9. General Conditions

- 9.1. As an independent Intermediary using the "Penrith Mortgage Hub" system you are responsible for providing your client with the appropriate advice and supplying the correct documentation. You are responsible for providing a signed certificate of supporting documentation form along with the relevant documents (please see link on the Society's website of the documentation that is acceptable) to the Society where you are confirming that you have had sight of the original documents and that the identification of the customer is confirmed as a true likeness.
- 9.2. The Society accepts no responsibility for the advice given to the customer through the intermediary.
- 9.3. The Society cannot guarantee that this site is free of technical defects or viruses of any description and will not be responsible for any technical problems arising from using this site. We will endeavour to ensure that this site is 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 may 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.

- 9.4. The 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 or transmit any information on this website other than for the purposes of submitting an application to the Society. If you print off information data, text or forms, you must not alter, amend or copy them.
- 9.5. We may vary these conditions by telling you. We will do this by sending details about changes either in writing, by email, or by notice within the "Penrith Mortgage Hub" system.
- 9.6. To assist in your navigation of this website and our prevention of fraud, we may send "cookies" from this website to your computer. We do not obtain personal data from your computer or gather personal information about you unless you personally give information to our server.
- 9.7. The terms and conditions on this website are governed by and interpreted in accordance with the laws of England and Wales. In the event of a dispute, the exclusive jurisdiction shall be that of the English and Welsh courts.
- 9.8. By accessing any part of this site you shall be deemed to have accepted these terms in full.

PENRITH BUILDING SOCIETY

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www.penrithbs.co.uk

A member of the Building Societies Association

Authorised by the Prudential Regulation Authority

and regulated by the Financial Conduct Authority and the Prudential Regulation Authority