

Mortgage

Terms of business

Terms and conditions

These Terms of business together with our Mortgage lending criteria and including the Data Protection Agreement (together the Terms) set out the conditions under which Santander UK plc (referred to hereafter as we/ us/our) accepts mortgage business regulated by the Financial Conduct Authority (the FCA) (the Business) from an Intermediary.

An Intermediary means any person introducing Business to us, either directly and/or through its employed administrators or indirectly via an Appointed Representative (as defined by section 39(2) of the Financial Services and Markets Act 2000), in accordance with these Terms.

Administrator means a nominated person who is an employee, officer, worker, contractor or individual of an Intermediary registered with us, who can create and amend applications exclusively on behalf of the Intermediary subject to our prior vetting and consent, carrying out the same application activities as the Intermediary.

1 The relationship

- 1.1 Submission of the Mortgage Intermediary Registration Form by the Intermediary to us (or any agent) constitutes agreement by the Intermediary to act in accordance with these Terms:
 - 1.1.1 from 31 October 2004, in respect of Business relating to regulated mortgage contracts; and
- 1.2 In respect of an Intermediary who is the principal of an Appointed Representative, the Intermediary undertakes to ensure that the Appointed Representative introduces Business to us in accordance with these Terms.
- 1.3 We will only accept Business that was submitted in accordance with the Terms and by an Administrator of an Intermediary or by an Intermediary who is appropriately authorised by the FCA and who otherwise holds all relevant consents, permissions, registrations or licences for the purpose of carrying out its business in accordance with these Terms. In the case of an Intermediary who introduces Business to us via an Appointed Representative, we will only accept business from such an Appointed Representative so long as it remains an Appointed Representative of the Intermediary.
- 1.4 Notwithstanding paragraph 1.3, we reserve the right, at our sole discretion, to refuse all or any Business from an Intermediary and we are not required to give a reason for doing so.
- 1.5 The Intermediary is presumed to act on behalf of its client (the Client) when introducing Business to us and throughout the duration of the Intermediary's relationship with us as governed by these Terms unless and until such time as we are advised otherwise.
- 1.6 From time to time we may introduce certain simplified processes where no income evidence is required which will be outlined in our Mortgage lending criteria. We reserve the right to withdraw such processes or exclude you from them at anytime for any reason.

2 Obligations of the Intermediary

- 2.1 The Intermediary warrants and represents that it:
 - 2.1.1 is the agent of its Client and has the authority to act on behalf of its Client;
 - 2.1.2 holds all relevant legal, regulatory and other authorisations necessary for carrying out its business and for referring Business to us; and
 - 2.1.3 otherwise conducts its business in accordance with the requirements of all relevant laws and regulations.
 - 2.1.4 is accountable and/or responsible for all or any activities and or submissions of its Administrators.
 - 2.1.5 will promptly notify us of all or any changes in so far as they relate to its employed Administrators.
- 2.2 The Intermediary agrees to inform us immediately in writing in the event that:
 - 2.2.1 it ceases to act on behalf of its Client;
 - 2.2.2 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;
 - 2.2.3 an Appointed Representative ceases to be its Appointed Representative;
 - 2.2.4 an employed Administrator ceases to be employed by it; or
 - 2.2.5 it commits a material breach of any relevant laws or regulations.

2.3 The Intermediary undertakes:

- 2.3.1 to comply with the Mortgage lending criteria as notified by us from time to time;
- 2.3.2 to have a range of metrics which clearly demonstrates that the intermediary is complying with the FCA's Consumer Duty under Principle 12 and the FCA's Rules and Guidance in PRIN 2A of the FCA Handbook;
- 2.3.3 to act honestly and professionally and to use all due skill and care when acting for the Client, including (but not limited to) ensuring that the Business is suitable for its Client in cases where the Intermediary advises on the Business;
- 2.3.4 that it will give its best endeavours to provide information to us which is true and complete in all material respects. The Intermediary will advise us as soon as it is aware that such information is or becomes untrue or incomplete;
- 2.3.5 to keep all details of its Clients up to date;
- 2.3.6 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 regulatory authority; and
- 2.3.7 to act professionally and honestly in all dealings with Santander employees.

3 Documentation

- 3.1 The Intermediary must retain and pass on immediately, on request and without amendment, any documentation which is either supplied by us for the benefit of or completion by the Client in relation to the Business, or provided by the Client in relation to the Business unless we agree that you can follow one of the alternative processes set out in the Mortgage lending criteria. The Intermediary shall advise us of all material facts known by or divulged to the Intermediary in relation to the Business undertaken or to be undertaken with us.
- 3.2 We may send communications directly to the Client.
- 3.3 All books and documents, computer hardware and software and any other items of property belonging to us and in the possession of or under the control of the Intermediary must at all times be available to us for inspection and be delivered in good condition (fair wear and tear excepted) to us by the Intermediary on demand. All material supplied by us shall be our property.
- 3.4 Other than by using the standard material supplied by us for this purpose, the Intermediary must not publish, circulate, issue or release any advertisement or literature relating to our business or make use of our name or logo or that of any of its subsidiaries or affiliates or associated companies within the Santander Group of companies without previous written authorisation by an officer of ours.
- 3.5 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 us or any employee or director of ours and neither shall the Intermediary hold itself out as having authority to make any such representation.
- 3.6 Where we deem necessary, the Intermediary shall provide such additional customer and/or Intermediary information as we may request in writing, including identity evidence and documentation demonstrating compliance with these Terms.

4 Payments

- 4.1 We will pay to the Intermediary any commission, charges or fees (together, Payments) due to the Intermediary at the rates set by us from time to time or at any other rate separately agreed with the Intermediary. A note of the rates applicable at any time shall be available on request. The rates of Payments may be changed by us without notice to the Intermediary. Our liability to make Payments shall not be increased beyond the amount ordinarily payable under the contract including VAT where applicable.
- 4.2 We will cease making any Payments to the Intermediary in the event that:
 - 4.2.1 it is notified or it is reasonable to infer that the Intermediary (or its Appointed Representative) is no longer acting or has ceased to be permitted to act on behalf of the Client; or
 - 4.2.2 we are prevented from making Payments by the operation of any law or regulation; but the provisions of this paragraph 4.2 do not apply to Payments already validly accrued to the Intermediary to the extent that we are permitted by law to make such Payments; or
 - 4.2.3 you fail to comply with the Terms.
- 4.3 We reserve the right to cease paying all Payments in the event that any of the directors or partners of the Intermediary enters into a voluntary arrangement, have bankruptcy or liquidation proceedings instituted against them, have a receiver appointed over their assets or have been charged with or convicted of any offence involving fraud or dishonesty.
- 4.4 We reserve the right to withhold payment or require you to repay all or parts of any Commission for Business that was not submitted in accordance with the Terms.

5 Reimbursement of Payments

- 5.1 The Intermediary shall not be entitled to and shall repay any Payments received in connection with Business which is cancelled by the Client or cancelled or voided by us or for any other reason given in these Terms.
- 5.2 Any sums due from the Intermediary, shall be recoverable by us from the Intermediary under any account with us or any company within the Santander Group, regardless of the type of Business such account is held for. Any sums due from the Intermediary may be deducted from any sums owed or becoming owing by us to the Intermediary. We should not be under an obligation to effect such set off.
- 5.3 Exercise by us of our rights under this paragraph 5 shall be without prejudice to any other right or remedies available to us under these Terms or otherwise at law or in equity.
- 5.4 Any sum owed to us by the Intermediary shall be due and payable without any formal demand for payment being issued by us.

6 Money Laundering

- 6.1 In connection with all transactions with us, the Intermediary hereby undertakes that:
- 6.1.1 evidence of the identity of all Clients introduced by the Intermediary shall be obtained and recorded (prior to the placing of Business with us) under procedures maintained by the Intermediary in accordance with the provisions of the latest UK Money Laundering Regulations, the Joint Money Laundering Steering Group Guidance Notes for the UK Financial Sector (and all Directives, Regulations, Rules and Guidance Notes issued in substitution thereof or in amendment or addition thereto) and any requirements of ours from time to time notified to the Intermediary.
- 6.1.2 the Intermediary shall identify third parties and shall without detracting from the obligations in 6.1.1 above forward to us with the documents for the transaction such duly completed forms relating to verification of third party identity as we may require from time to time.
- 6.1.3 where a Confirmation of Verification of Identity Certificate (CVIC) is provided, a separate confirmation must be completed for each customer (e.g. joint holders, trustee cases and joint life cases). Where a third party is involved, e.g. a payer of contributions who is different from the customer, the identity of that person must also be verified, and a confirmation provided. A CVIC cannot be used to verify the identity of any customer that falls into one of the following categories:
- those who are exempt from verification as being an existing client of the introducing firm prior to the introduction of the requirement for such verification
 - those who have been subject to Simplified Due Diligence under the Money Laundering Regulations; or
 - those whose identity has been verified using the source of funds as evidence.
- 6.1.4 the Intermediary shall retain the above information for the period of no less than five years following the end of their business relationship with the Client. This will include all Client Due Diligence documents and information in relation to each Client, any beneficial owner or any person acting on behalf of the Client.
- 6.1.5 prior to the expiry of the five year period, the Intermediary shall provide us with any and all documents or information which was used as the basis of reliance with respect to the Client's application, upon request.
- 6.1.6 we shall not be liable for any errors or omissions of the Intermediary in the provision of the information specified in this paragraph 6.

7 Anti-Bribery & Corruption

- 7.1 The Intermediary warrants, represents and undertakes to us that:
- 7.1.1 In obtaining Business, it has not done, and in performing its obligations under these Terms shall not do, any act or thing that contravenes the Bribery Act 2010 or any other applicable law or regulation.
- 7.1.2 it shall have, and shall maintain in place throughout the duration of its relationship with us, adequate procedures designed to prevent bribery occurring within the meaning given in the Bribery Act 2010 and applicable guidance.
- 7.2 The Intermediary shall immediately notify us in writing on becoming aware of, or suspecting, any failure to comply with any provision of clauses 7.1 – 7.3, including details of any internal or external investigation, enquiry, enforcement or other proceedings by any regulator relating to any offence or alleged offence under the Bribery Act 2010 or any other applicable law or regulation.
- 7.3 The Intermediary shall, and shall procure that its staff shall, fully co-operate with any such investigation, enquiry, enforcement or other proceedings to include the production of documents and the giving of evidence if required.

8 Data Protection and Confidentiality

- 8.1 The processing of personal data by the Intermediary pursuant to these Terms will be governed by the obligations set out in Part 1 Mortgage Data Processing Agreement (DPA) of the Data Protection Agreement, which is incorporated into and forms part of these Terms. The Intermediary hereby undertakes to read in full the DPA before agreeing to these Terms.
- 8.2 Some or all of the information supplied to us, including transactional data, may be accessed by and shared with the group of companies to which we belong (the Santander Group), associated companies, service providers or agents who may be located in other countries. The information will only be used in accordance with our instructions and strict internal confidentiality policies to assist in the provision and servicing of the Business the Intermediary has introduced to us or for any other purpose covered within these Terms.
- 8.3 To the extent that it is lawful for us to do so, we may collect, use, and analyse information provided by the Intermediary for the purpose of market research, service improvement, and business analysis. Where possible, such use will be in aggregated or anonymised form and we will not disclose any confidential or commercially sensitive information specific to the Intermediary without prior written consent. We may disclose such information and data to other companies in the group of companies to which we belong and any organisation with which we have a contractual relationship with.

- 8.4 The processing of personal data relating to the Intermediary and where applicable, its Administrator (in relation to our relationship with the intermediary) pursuant to these Terms will be governed by the obligations set out in Part 2 Mortgage Data Protection Statement (DPS) of the Data Protection Agreement, which is incorporated into and forms part of these Terms. The Intermediary and where applicable, its Administrator hereby undertakes to read in full the DPS before agreeing to these Terms.
- 8.5 In order to ensure compliance with the applicable Data Protection Laws, the Intermediary is required to collect and retain a signed copy of the Customer Declaration, which we may request and/or have access to from time to time giving reasonable advance notice.

9 Use of Electronic Services

- 9.1 Use of the services available to Intermediaries on our websites shall be subject to these Terms and any online Terms and Conditions notified to the Intermediary by way of the said services or by any other means.
- 9.2 Where you have given us your email address or mobile phone number, we may contact you by email or text. This means we may, for example, send you notice of changes to your products, lending policy and other updates via one of these methods.
- 9.3 Email and text communications are not necessarily secure and may be intercepted or changed after they are sent. We do not accept liability for any such interception or changes.

10 Indemnity and Limitation of Liability

- 10.1 The Intermediary shall indemnify us in respect of any liability, losses, damages or costs we may suffer or incur arising from any breach of its warranties, representations or obligations under these Terms (including any breach of a relevant regulatory rule or applicable law) or by reason of any misrepresentation or negligent, tortious or fraudulent act. This indemnity is a continuing obligation.
- 10.2 We will only be liable to the Intermediary for losses arising directly as a result of negligence, fraud or wilful default by us or any of our agents. In no event will we be liable for special, indirect, consequential damages or losses, or for loss of profit or business opportunity.

11 Variation

- 11.1 We may vary these Terms at any time by either notifying the intermediary or posting an amended copy of these Terms on www.santanderforintermediaries.co.uk. By submitting business to us, the intermediary accepts the most recent version of these Terms as available on santanderforintermediaries.co.uk or as otherwise notified to the intermediary.

12 Termination

- 12.1 Either party may terminate these Terms by giving one month's notice in writing.
- 12.2 We may terminate these Terms with immediate effect on the occurrence of any one or more of the following:
- 12.2.1 any material breach by the Intermediary or any person or body for which it is responsible (including an Appointed Representative) of any of the provisions contained within these Terms;
- 12.2.2 any misconduct by the Intermediary or any person or body for which it is responsible (including an Appointed Representative) which is or could be reasonably viewed as prejudicial to our business or reputation;
- 12.2.3 the Intermediary or Appointed Representative ceases to be appropriately authorised or exempt (as applicable) under the Financial Services and Markets Act 2000;
- 12.2.4 cessation or suspension or intended cessation or suspension of the Intermediary's operation or in any circumstance where in our reasonable opinion it is likely to affect materially the ability of the Intermediary to perform its obligations under these Terms;
- 12.2.5 material litigation or reconstruction involving the Intermediary including (without limitation of the foregoing) bankruptcy, dissolution, administration, winding up or seizure of assets; and the Intermediary shall keep us advised in writing of any facts known to it within the scope of this paragraph 12.2; or
- 12.2.6 Any failure by the Intermediary to comply with any provision of clauses 7.1 – 7.3 or any provision of clause 8.
- 12.2.7 Any failure by the Intermediary to comply with clause 2.3.7 following evidence of behaviour that Santander deems inappropriate for its employees within the workplace.
- 12.3 Any termination of these Terms by us shall be without prejudice to any other remedies that we may be able to pursue against the Intermediary, including in respect of accrued rights under these Terms.
- 12.4 Upon termination, the Intermediary shall:
- 12.4.1 return to us as soon as reasonably practicable any property belonging to us;
- 12.4.2 cease any and all promotion of our Business;
- 12.4.3 repay all sums then and subsequently outstanding to us within 28 days of the termination taking effect or on the date such sum is ascertained (if later);
- 12.4.4 provide us with any and all documents or information which was used as the basis of reliance with respect to the Client's application.
- 12.5 In the event of termination of this Agreement pursuant to clause 12.2, we reserve the right to withhold any Payments other than those accrued to the date of the termination.

13 Notices

- 13.1 Any notice under these Terms shall be in writing and may be served by sending the notice by post in the case of us to such address as is advised from time to time by us and in the case of the Intermediary to the last address known to us.

14 Applicable Law and Jurisdiction

- 14.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales and the Intermediary agrees to the exclusive jurisdiction of the English courts.

15 Miscellaneous

- 15.1** Any failure or delay by us or the Intermediary to exercise or enforce any rights under these Terms and/or in law shall not be deemed to operate as a waiver of any such rights nor prejudice their enforcement in any way.
- 15.2** Neither the rights nor the obligations of the Intermediary may be assigned, transferred or subcontracted or otherwise disposed, in whole or in part, without our prior written consent.
- 15.3** The parties do not intend that any term should be enforceable as a result of the Contracts (Right of Third Parties) Act 1999 by any person who is not party to these Terms.
- 15.4** In the event that any provision in these Terms of Business shall be declared void, voidable, illegal or otherwise unenforceable by a judicial or other competent authority the parties agree that any such provision shall be amended in such reasonable manner as achieves the intention of the parties without conflict with the judicial or other competent authority and that the enforceability of the remaining provisions shall not be affected.
- 15.5** We and the Intermediary undertake to act in good faith in relation to the other party for so long as these Terms remain in force and in particular, but without prejudice to the other terms of this agreement, undertake to discuss any dispute that may arise and seek an amicable settlement in relation to any such dispute. For the avoidance of doubt, this will not prejudice the right of either party to take legal proceedings.
- 15.6** The headings in this agreement shall not affect its construction or interpretation.
- 15.7** Nothing in these Terms should be construed as indicating or giving rise to a joint venture or partnership.
- 15.8** We may from time to time make such relevant searches and checks in respect of the Intermediary and its owners/principals (including in relation to credit worthiness) as we see fit.
- 15.9** We may at our discretion support the generation of mortgage illustrations by third parties. The Intermediary acknowledges that we have not authorised such third parties to make representations or give warranties on our behalf.

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