

## Intermediary Registration Terms and Conditions

### In these Terms:

**Applicable Law** means at any time all applicable statutory and other law and all applicable statements of principle, rules, guidance and principles including those in the Consumer Duty, guidelines, regulations or requirements of, or issued by, any relevant regulatory or supervisory authority or professional body.

**Consumer Duty** means the FCA Consumer Duty rules, guidance and principles implemented by the Consumer Duty Instrument 2022 and set out in the 'FG22/5 Final non-Handbook Guidance for firms on the Consumer Duty'.

**Distributor** means a group of Intermediaries working under a common brand.

**Intermediary** means a party who has agreed to provide third party mortgage intermediary services to us under an Intermediary Agreement and **Intermediaries** means more than one Intermediary.

**Intermediary Agreement** means the agreement entered into between you and us for the provision of third party mortgage intermediary services.

**Lending Criteria** means our lending policy from time to time.

**Mortgage Club** means a club of Intermediaries.

**Network** means a network of appointed representative Intermediaries.

**Panel** means those Distributors whom we have selected to make our mortgages available to.

**Permissions** means any regulatory permissions, authorisations, consent or licences required under the Financial Services & Markets Act 2000, the Mortgage Credit Directive Order 2015 or any other applicable regulation.

**Terms** means these intermediary registration terms and conditions.

**We / us / our** means Perenna Bank PLC, a company registered in England at The Bloomsbury Building, 10 Bloomsbury Way, London, WC1A 2SL.

**You / your** means you acting as an Intermediary who is a member of our Panel, when submitting mortgage business to us.

### Background

To register to join the Panel, you must be an authorised member of a Distributor that is part of our Panel and comply with our Lending Criteria and these Terms. By submitting a request to register for the Panel, you agree to be bound by these Terms.

We reserve the right to refuse applications from any Intermediary without giving a reason.

### **Authority**

By submitting this application to join the Panel you confirm that you are an authorised principal of the firm requesting membership, and that you have the authority to accept these Terms.

### **Membership of our Panel**

Membership of our Panel is entirely up to us, and we can change the membership of our Panel and/or the membership criteria at any time.

All Panel members must have the required Permissions for arranging and advising on regulated mortgage contracts or be an appointed representative of a parent firm with those Permissions who accepts responsibilities for your activities.

To join our Panel, you must either be:

- An appointed representative of a Network that we have approved to offer Perenna mortgages; or

- Directly authorised and be an approved member of a Mortgage Club that we have approved to offer Perenna mortgages; or

- Directly authorised and hold the Permissions for arranging and advising on regulated mortgage contracts in your own right (by exception and on a pre-approval basis only)

We reserve the right to remove or suspend any Intermediary from our Panel without notice where an Intermediary is suspected or found to be in breach of these Terms and or the Intermediary Agreement.

### **Your obligations to us**

You confirm that:

- You are an agent of your client(s) and you are authorised to act on behalf of your client(s) in submitting mortgage applications to us;

- You hold and will maintain all relevant legal, Permissions and other authorisations needed to undertake the business you are transacting with us and you won't carry out any activities you do not have the relevant Permissions or authorisations for;

- You will tell us as soon as legally possible if any licence, Permission or authorisation is withdrawn from you or your business or if you're the subject of any investigation by any legal, authorising or regulatory authority;

At all times in your dealings with us, you are an authorised Intermediary or an employee of a firm that is part of our Panel, or an authorised Intermediary for a directly authorised firm on our Panel;

You and your business comply with all relevant law, regulation and other requirements, including but not limited to the Anti-Bribery Act 2010 and the Modern Slavery Act 2015;

You will disclose any potential conflicts of interest as and when they occur, either relating to an employee or client;

You will complete identification checks on your client(s) in accordance with Applicable Law;

Any mortgage applications you submit to us will comply with our Lending Criteria;

You will submit all information we ask for to support a mortgage application in a timely way;

All information and/or documentation you supply in support of any mortgage application is true and accurate to the best of your knowledge and you have not withheld any material information that could affect our lending decision;

When submitting documentation to us in support of a mortgage application you confirm that the document is a true copy of an original document that you have seen. You are also confirming that any photo identification is a true likeness of the applicant.

You will assist us in investigating and resolving any regulated complaint made by client regarding their mortgage application;

You can demonstrate to us that suitable controls and measures are in place for file checks, compliance, audit, and to evidence compliance with your Consumer Duty obligations under the Terms and the Intermediary Agreement;

You are responsible for any advice given to the customer in relation to their mortgage application;

You will act honestly and with integrity, and use due skill and care when acting for your client(s), including (but not limited to) ensuring that the product applied for is suitable for the customers wants and need both now and, in the future, and that the customer fully understands the nature of a long-term fixed rate product;

You will ensure that you consider the impact and potential risk of customer harm, particularly for clients who may have additional needs or vulnerabilities where the harm could have greater impact. Where

appropriate, and with the consent of your client(s), you will share any information with us, that we may need in order to appropriately support them or service their accounts during their relationship with us;

When invited to by us, you will complete customer reviews in a timely and appropriate manner, acting in the best interests of your client(s); and

You will comply with Applicable Law when providing services under these Terms and the Intermediary Agreement.

### **Direct Debit**

When discussing a Perenna mortgage application with your client(s), you will use the direct debit script available in the document library to ensure they have all the information they need about direct debits and the direct debit guarantee.

### **Submitting applications**

We're committed to providing you with a reliable and efficient service. You can help us achieve this by paying all relevant fees and providing all supporting documents when you submit an application and as requested via the portal. If you're not able to do this, it may increase the time it takes us to reach a lending decision or provide a mortgage offer. Unfortunately, we're unable to assess any documents at decision in principle stage. Please upload all supporting evidence as soon as you submit the full mortgage application.

Please ensure you safeguard your clients' cardholder and sensitive authentication data by adhering to the Payment Card Industry Data Security Standards, and applying the following rules when you capture payment details;

You must not capture, record, or store any of the client's cardholder or sensitive authentication data needed to process the fee collection, either electronically or otherwise. This includes but is not restricted to:

- Writing down any client's card details.

- Electronically recording any client's card details.

- Taking and retaining a photo of any client's card.

- Voice recording any client's card details.

### **Confidentiality and Data Protection**

We treat your clients' information with the greatest respect. Full details of what data we capture, and how we will use it can be found in our [How We Use Your Data](#) document, available on the Perenna website.

We'll hold confidential information in a secure environment. We use security measures to protect data from unauthorised access, maintain data accuracy and to help ensure the appropriate use of data. These security measures include data

encryption and digital signatures to ensure the continuing integrity of data, firewalls, intrusion detection systems, 24/7 physical protection of facilities where data is stored, background checks for personnel that access physical facilities, and strong security procedures across all service operations. These measures help ensure that data is safe and secure.

You need to have similarly appropriate measures in place to protect data and to ensure that you and your business comply with the Data Protection Act 2018 (the Act).

When using the affordability calculator on our website and completing a DIP request or mortgage application on behalf of your clients, you will be using their confidential information which may include sensitive personal data (as defined in the Act). We need this data to determine how much your clients may be able to borrow and to assess their eligibility for a mortgage with us. We and you agree that all required permissions and security measures are in place to protect this data. Full details of how we will use the data are available to your client in our Use of Your Data document.

### **Marketing and Training**

We may contact you on an ad hoc basis, when required in connection with the provision of our products, including for training and marketing purposes. By acknowledging these terms and conditions you agree to receiving marketing emails and you are also agree to us tracking when you open and interact with them through the use of tracking pixels which tells us what messages you open, and the links you click on. Please see our Privacy Notice to understand how we will store and process your data.

### **Customer Confidentiality and Data Protection**

You will provide your client(s) with a copy of our Privacy Notice and How We use Your Data prior to submitting any data to us. You must ensure that your client(s) read the document and understand what data you will share with us and how we will process it, as well as their rights regarding their data stored with us and you.

### **Code of Conduct**

All members of the Panel are expected to act with integrity and professionalism. We will not tolerate any form of verbal or physical abuse of its employees and any intermediary found in breach of this term will be suspended from the Panel immediately and their Distributor informed. Suspended individuals or firms will be investigated and reviewed with possible penalties including exclusion from the lender Panel and a report being made to the regulator.

## **Complaints and Expressions of Dissatisfaction**

If a customer makes a complaint to us regarding you, we will pass this complaint on to you and your Distributor. We require you to treat this complaint as if it had been made directly to you and respond in line with industry guidelines and Applicable Law.

Expressions of dissatisfaction made by you about our team member or service will be investigated internally and relevant action undertaken.

## **Intermediary Website Use**

Use of the Perenna Intermediary website is strictly for Intermediaries. Non-intermediaries should use the public Perenna website.

We'll always try our best to ensure the information on our website is accurate and up to date. We may update our website from time to time and may change the content at any time. We recommend that you check on our website from time to time to ensure you are up to date with any changes. We do not guarantee that our website, or any content on it, will be free from errors or omissions.

Any indicative affordability figure provided by the calculator on our website is not an agreement to lend at that figure and all affordability is subject to assessment at full mortgage application

Any products and services featured on our website are subject to availability and may be withdrawn or changed at any time and without notice.

## **Liability**

We're not responsible if we don't comply with any of the Terms:

- Due to abnormal or unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- Where our failure to comply is due to our obligations under European or national law.

We're not liable to you for business losses. We'll have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our website or to your downloading of any content from it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

**Ongoing checks and searches**

We may, from time to time, conduct searches and checks against Panel members, their directors or significant shareholders, or persons with significant control.

**Changes to these Terms**

We may alter these Terms at any time; and if you continue to submit applications to us you will be deemed to have accepted any changes we have made. We recommend that you check these Terms on submission of every mortgage application to ensure you are up to date with any changes.

**Governing law**

These Terms are governed by the law of England and Wales and if there is any disagreement about them, we each agree that this'll be dealt with by the Courts of England and Wales.