

At Platform working with us means knowing where you stand on every level from our policies and criteria, to the kind of businesses we work with. We believe that when you know what to expect business runs smoother and the benefits are greater.

TERMS OF BUSINESS FOR INTERMEDIARIES

These **TERMS OF BUSINESS** set out the terms upon which The Co-operative Bank p.l.c. (registered in England and Wales number 990937, registered office at P.O. Box 101, 1 Balloon Street, Manchester, M60 4EP) trading as Platform (“Platform”) agrees to make available its Mortgages to Borrowers introduced via the Intermediary.

1. REGULATORY AUTHORISATIONS

- 1.1 The Intermediary will at all times be authorised by the FCA with permission to carry on the regulated activity of, at least, arranging Regulated Mortgages (as defined by Article 25A of the Regulated Activities Order) and credit broking (as defined by Article 36A of the Regulated Activities Order) or will at all times be an appointed representative of such an authorised firm, and will hold such permissions as are required to conduct any other regulated activity within the meaning of the Regulated Activities Order carried out under or in relation to these Terms of Business.
- 1.2 The Intermediary must be registered with the Information Commissioner under the relevant provisions of the Data Protection Legislation. The Intermediary and Platform shall each at all times comply with their respective obligations under all Data Protection Legislation and the PCI DSS. The Intermediary shall not, by any act or omission in connection with this Terms of Business, place Platform in breach of any Data Protection Legislation or the PCI DSS.
- 1.3 The Intermediary is authorised to process Customer Data until this Terms of Business is terminated.
- 1.4 The Intermediary will at all times:
 - comply with Data Protection Legislation at all times;
 - Ensure that the Borrower has read Platform’s privacy notice;
 - ensure the reliability of its Intermediary Personnel who may have access to Personal Data, ensuring in each case that access is strictly limited on a need to know basis as strictly necessary to perform their role in the performance of the Agreement and to comply with Data Protection Legislation;
 - ensure that all Intermediary Personnel receive adequate training in relation to their obligations under the Data Protection Legislation;
 - keep all Personal Data confidential in accordance with the relevant provisions in the Terms of Business;
 - promptly deal with any enquiry from the Co-operative Bank Group or Platform relating to the processing of Personal Data by the Intermediary;
 - ensure that such Personal Data is only used for the purposes of the Terms of Business or otherwise as authorised in writing by Platform;
 - implement and keep appropriate technical and organisational measures including the measures referred to in Article 32(1) of the GDPR to safeguard the Personal Data and prevent any unauthorised or unlawful access or processing of the Personal Data and accidental loss, destruction, damage, theft, use or disclosure of such Personal Data;
 - immediately notify Platform if it becomes aware of any reasonably suspected or actual Data Security Incident, including the nature of the Data Security Incident, the categories and approximate number of Data Subjects and Personal Data records concerned, the likely consequences of the Data Security Incident and any measure proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects;
 - promptly (and in any event within 72 hours) notify Platform of any request that it receives for exercise of a Data Subject’s rights under the Data Protection Legislation or communication or complaint that it receives from a Data Subject or Supervisory Authority or other third party in connection with Personal Data;
 - provide reasonable assistance to Platform in responding to requests for exercising Data Subjects’ rights under the Data Protection Legislation and communications and complaints from Data Subjects and Supervisory Authorities and other third parties in connection with Personal Data, including by appropriate technical and organisational measures, insofar as this is possible;
 - Provide assistance to Platform in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments. In particular in relation to:
 - Article 32 obligation to keep personal data secure;
 - Article 33 obligation to notify personal data breaches to The Information Commissioner;
 - Article 34 obligation to advise data subjects when there has been a personal data breach;
 - Article 35 obligation to carry out data protection impact assessments (DPIAs); and
 - Article 36 obligation to consult with your supervisory authority where your DPIA indicates there is an unmitigated high risk to the processing.
 - notify Platform within a reasonable time period, if it considers in its opinion any of Platform’s instructions infringe the Data Protection Legislation;
 - only engage sub processors with the prior consent of the Platform under a written contract which imposes on the sub-processor the same terms as those imposed on the Intermediary by this Terms of Business;
 - not make any transfers of Personal Data outside the UK without Platform’s written consent;
 - delete or return all Personal Data to Platform as requested at the end of the contract imposed by these Terms of Business except for Personal Data it holds as a Data Controller;
 - Keep a record of all Processing activities carried out on behalf of Platform and submit to audits and inspections and provide Platform with whatever information it needs to ensure that its Article 28 obligations are being met.
- 1.5 Nothing within this Terms of Business relieves the Intermediary of its own direct responsibilities and liabilities under the Data Protection Legislation.
- 1.6 In respect of all Borrowers applications which the Intermediary submits to Platform whether on-line or in hard copy format, the Intermediary warrants and agrees that the Borrower(s) have read and checked every answer.
- 1.7 The Intermediary acknowledges that it has informed the Borrower(s) that a credit record of an enquiry may be created against the Borrower(s) file by credit reference agencies used, whether or not the loan is granted. This information may be searched for assessment and/or for debt collection purposes as to how the Borrower(s) have performed in meeting their obligations under other credit agreements. If the Mortgage is granted Platform may hold in its computer records, or pass on to such an agency, information relating to the conduct of the account in accordance with the data protection notification made by Platform under the Data Protection Legislation.
- 1.8 Platform reserves the right to search credit reference agencies and register information provided by the Intermediary. In agreeing to the Terms of Business the Intermediary agrees that Platform

may at its discretion, search credit reference agencies and register information about the Intermediary. This information will then be available to third parties who shall also have access to the credit reference agencies and register of information.

- 1.9 The Intermediary accepts that Platform may from time to time make such other relevant searches and checks in respect of the Intermediary and owners/principals as Platform sees fit. The Intermediary agrees to obtain and maintain all Licenses necessary for it to conduct its business and that it will conduct itself strictly in accordance with those Licenses and further agrees that Platform has the right to check with the relevant regulatory authority from time to time to confirm that the Intermediary holds the appropriate permissions and Licenses.
- 1.10 The Intermediary will inform Platform immediately it receives any notice of or becomes aware of any regulatory concerns, investigation or other action whether conducted by the FCA or any other regulatory body. The Intermediary will notify Platform immediately that any regulatory permissions, registrations, licenses or authorisations are withdrawn and shall immediately cease carrying out any activities in respect of Mortgages.
- 1.11 The Intermediary shall within five working days of a written request, confirm in writing to Platform that it is in compliance with Clause 1 of these Terms.

2. FCA COMPLIANCE

- 2.1 The Intermediary must at all times comply in all respects with the requirements imposed on it by the FCA in relation to Regulated Mortgages and any other FCA regulated activities carried out in connection with the Mortgages.
- 2.2 The Intermediary must at all times comply with the FCA's Principle 6 (Customers' interests) and ensure its customers are treated fairly.
- 2.3 The Intermediary will be responsible for ensuring that the Borrower has been provided with any initial disclosure document which may be required to be provided to the Borrower.
- 2.4 The Intermediary will be responsible for ensuring that, before any application is made to Platform for a Regulated Mortgage, a Pre-Sales Key Facts Illustration ("**Pre-Sales** Illustration") in respect of that Regulated Mortgage has been provided to the Borrower and a copy retained by the person who provided it.
- 2.5 The Intermediary shall not take from or charge the Borrower for any fee payable to Platform, including but not limited to any arrangement fee, application fee, administration fee or valuation fee, before a pre-sales illustration has been provided to the Borrower.
- 2.6 The Intermediary shall not impose any additional conditions in relation to the eligibility of the Borrower for the Mortgage than those imposed by Platform and notified to the Intermediary. In particular, the Borrower must not be required to take out any insurance policies with or through the Intermediary as a condition of taking out the Mortgage.
- 2.7 If Platform provides to the Intermediary information on a Regulated Mortgage in the format of a Pre-Sales Illustration, prior to the Intermediary issuing a pre-sales illustration to the Borrower, the Intermediary must carry out such checks as are reasonable to ensure that the information does not contain any errors that should have been obvious to the Intermediary. Any information provided by Platform will be based upon the data provided to it by the Intermediary and the Intermediary is responsible for the accuracy of the data provided to Platform. Subject to the Intermediary complying with these terms and any additional obligations imposed on the use of such information, Platform confirms that such information will be accurate at the date it is produced by Platform in respect of the Mortgage to which it is stated to relate.
- 2.8 The Intermediary will not complete the application form on the Borrowers behalf without the Borrowers agreement and will check the completeness and accuracy of all information provided by the Borrower.
- 2.9 The Intermediary shall:
 - 2.9.1 provide to the Borrower two copies of the completed application form for the Borrower to check prior to signing the declaration at the end of the application form;
 - 2.9.2 obtain from the Borrower the application form duly signed by all Borrowers;
 - 2.9.3 notify Platform of any notes or amendments to the application form signed by the Borrower whether handwritten or otherwise; and
 - 2.9.4 send to Platform the original declaration signed by the Borrower as soon as possible after it has been received from the Borrower.

3. GENERAL COMPLIANCE & QUALITY

- 3.1 The Intermediary will comply with all relevant legislation and regulations (including any relevant voluntary codes), as amended from time to time.
- 3.2 The Intermediary must not submit any application for a loan which would amount to a consumer credit agreement as defined in the Regulated Activities Order.
- 3.3 The Intermediary is responsible for the information submitted to Platform in relation to all mortgage submissions and must ensure that any member of staff who acts on their behalf with the submission of mortgage applications and any supporting information are properly trained to conduct all activities in accordance with these Terms of Business, law and regulation.
- 3.4 Quality – A set of standard of review metrics will be used and shared with you or your principal as part of the on-going appointment to the intermediary panel.
 - Conversion Rate
 - Declined Cases
 - Submission of Documents
- 3.5 The Intermediary is not and shall not at any time hold itself out as the agent of Platform for any purpose.

4. ELECTRONIC SERVICES

Use of the services available to the Intermediary on Platform's internet websites shall be subject to these terms and any on-line terms and conditions notified to the Intermediary by way of the said services or by any other means. For clarity the intermediary is the individual who provides the advice to the customer, where multiple intermediaries operate within a single practice individual registrations must be held and multiple intermediaries are not permitted to use a single log on. Failure to adhere may result in the suspension or removal of the intermediary.

5. INFORMATION AND FRAUD

- 5.1 The Intermediary or administrator acting on behalf of the intermediary must use the application forms and any other documentation issued to it by Platform unless Platform has agreed in writing to the Intermediary using any other documentation and may use a generic application form which includes all the information which Platform has informed the Intermediary such generic forms must contain. The Intermediary will be required to resubmit any applications made on documentation not previously agreed by Platform. In all cases, the Intermediary will ensure that Platform's supplementary declaration and direct debit mandate duly signed by the Borrower accompany all applications submitted for consideration.
- 5.2 The Intermediary will ensure that all forms and documents submitted to Platform have been completed as fully and accurately as possible and will provide Platform with all information it has that may affect the decision making process.
- 5.3 The Intermediary confirms that it will immediately bring to the attention of Platform's mortgage fraud operations team anything which could affect Platform's decision to offer a Mortgage.
- 5.4 The Intermediary will not withhold any information or documentation that may be reasonably considered material to any Application and any information or documentation supplied is true and accurate to the best of your belief.
- 5.5 Platform retain the right to suspend and/or remove individuals and/or firms pending a review of any application.
- 5.6 Bribery and Corruption Statement
The Co-operative Bank Group has zero tolerance of bribery and corruption. The Bank is committed to acting with integrity and fairness in all its business dealings and commercial relationships. Bribery is a serious criminal offence. The Bank conducts its business fairly and lawfully and will not tolerate:
 - The giving or receiving of improper monetary or other inducements in commercial relationships.
 - Any other inappropriate practice which might be perceived to influence improperly a person's conduct in their professional or public duty.

By adopting this approach the Bank aims to protect the interests of our customers, shareholders and employees and minimise the associated risk to the reputation of the Bank.

The Bank works within all relevant laws and regulations.

The Bank is committed to ensuring that we act responsibly and ethically, both when pursuing business opportunities, and when awarding business.

Consequently, we have adopted minimum standards, procedures and controls to ensure our employees and any other party we do business with understand these obligations and abide by them whenever they act on our behalf.

The Bank limits its exposure to bribery or corruption by:

- Giving a clear message from the senior management of the Bank that we operate a policy of zero tolerance to bribery and corruption.
- Conducting risk assessments on all the Bank businesses to identify mitigate and control potential bribery and corruption risks.
- Conducting due diligence on associated parties, with enhanced due diligence conducted on those deemed to be high risk.
- Ensuring that anti-bribery and corruption clauses are included in contracts with associated parties.
- Delivering annual mandatory anti-bribery and corruption training for all employees with additional training for higher risk employees.
- Implementing a Code of Conduct and guidance that describes the minimum standards to be followed by all employees in relation to the giving and receiving of gifts and hospitality and identifying and reporting conflicts of interest.
- Encouraging the reporting of any suspicions of bribery and ensuring that appropriate procedures are in place to process sensitive information, investigate accordingly and implement any control enhancements necessary.
- Supporting the regulatory and law enforcement agencies in any prosecutions and ensuring that allegations of bribery or corruption are thoroughly investigated.

6. COMPLAINTS

- 6.1 The Intermediary must have in place a documented complaints procedure which complies in all respects with the requirements imposed by the FCA and it must retain records of complaints for such time as is required by the FCA.
- 6.2 The Intermediary will ensure that any verbal or written complaint received by the Intermediary or about which the Intermediary becomes aware which relates to a Mortgage or an application for a Mortgage is passed to Platform immediately it is received.
- 6.3 The Intermediary will at no time make any response to a complaint in the name of or purportedly on behalf of Platform, or offer any compensation for any matter relating to a complaint about the service of Platform. This term does not affect the Intermediary's right to deal with and/or settle any complaints in respect of matters which do not concern Platform. If any admission or settlement affects the continued liability of the Borrower under the Mortgage, the Intermediary will fully indemnify Platform in respect of any losses incurred.

7. AMOUNT, TIMING AND DESTINATION OF PAYMENTS

- 7.1 Any fees payable by Platform to the Intermediary will be agreed in writing from time to time and may be reviewed and varied from time to time and will, at all times, be in accordance with the FCA requirements applicable to inducements.
- 7.2 All fees received or paid by the Intermediary must be in accordance with FCA rules and accordingly must not be based on the volume of Mortgages introduced, nor should the fee arrangements be such as to place the Intermediary or any third party in conflict with the duties owed to Borrowers whether under FCA requirements or otherwise. All such fees must be properly disclosed to the Borrower in accordance with FCA requirements. If any such fees must be disclosed by Platform in the Mortgage Offer, they must be disclosed by the Intermediary to Platform at the time an application for a Mortgage is submitted to Platform.

8. THE INTERMEDIARY'S DEALINGS WITH PLATFORM

- 8.1 The Intermediary will deal with Platform at all times honestly and openly and in good faith.
- 8.2 The Intermediary will be responsible for the security of the Cardholder Data.
- 8.3 The Intermediary will cooperate with Platform in dealing with regulatory enquiries or investigations and with requests made by Platform for information or documentation.
- 8.4 The Intermediary must allow Platform access to the Intermediary's premises and employees during normal business hours upon request.

- 8.5 The Intermediary will permit Platform to carry out audits on the Intermediary, whether on or off the premises of the Intermediary, and will give Platform or Platform's auditors access to the books, records and accounts of the Intermediary and will provide any information requested by Platform.
- 8.6 Each member of The Co-operative Bank Group may enjoy the benefit of this Terms of Business (including without limitation the benefit of all licences, warranties and indemnities) and may enforce all of the Intermediary's obligations pursuant to the Contracts (Rights of Third Parties) Act 1999 and Platform shall be entitled to perform any of its obligations hereunder by itself or through any member of The Co-operative Bank Group. In addition the Intermediary agrees that Platform may enforce any obligations and perform any duties arising from the acceptance by the Intermediary of Terms of Business for Intermediaries entered into by the Intermediary with Platform Home Loans Limited and Platform Funding Limited.

9. ANTI-MONEY LAUNDERING (AML) AND COUNTER FINANCING OF TERRORISM (CTF)

- 9.1 In order to comply with the AML and CFT requirements as provided by the various EU Council Directives on the prevention of the use of the financial system for the purpose of money laundering, as amended from time to time, and the recommendations of the Financial Action Task Force ("FATF"), the Intermediary undertakes and agrees to take full responsibility in complying with applicable laws relating to anti-money laundering and the countering of terrorist financing and the recommendations of the Joint Money Laundering Steering Group ("JMLSG") Guidance Notes (herein referred to as the "Anti Money Laundering Requirements").
- 9.2 Without limiting the foregoing, the Intermediary shall be responsible to undertake the following on behalf of the Bank:
 - a) to establish and verify the identity of all third parties introduced by the Intermediary by means of supporting evidence in accordance with the type of client and the Anti-Money Laundering Requirements;
 - b) to identify and verify the origin/source of funds of all third parties introduced by the Intermediary and its clients in accordance with the Anti Money Laundering Requirements; and
 - c) to retain copies of identification documents collated and verified in respect of all third parties for use as evidence for a minimum of five (5) years from the end of the relationship between the Intermediary and third parties. In case of termination of the relationship agreement between the Bank and the Intermediary, the latter shall provide the Bank, upon request, with all identification documents for completed Mortgages collated in accordance with the provisions of the applicable Anti Money Laundering Requirements.

10. INDEMNITY

- 10.1 The Intermediary agrees to indemnify and keep indemnified Platform and any of its officers or employees from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability, arising in any way directly or indirectly out of:
 - 10.1.1 any breach of or failure to comply with these Terms of Business; or
 - 10.1.2 in respect of any representation, warranty or other statement made to a Borrower that is not in accordance with the terms of the Mortgage Offer.

11. PROFESSIONAL INDEMNITY INSURANCE

The Intermediary warrants to Platform that it has and will maintain professional indemnity insurance which, as a minimum complies with the requirements imposed by the FCA and to the extent that Platform imposes additional requirements from time to time over and above those imposed by the FCA, that the Intermediary maintains a policy which satisfies those requirements. As and when required by Platform, the Intermediary will produce for inspection documentary evidence that such insurance is being properly maintained.

12. GOVERNING LAW AND JURISDICTION

These Terms of Business shall be governed by and construed in accordance with English Law.

13. DEFINITIONS

In these Terms of Business, unless the content otherwise requires, the following expressions have the following meanings:

Borrower means the person or persons who are seeking to or applying to enter into a Mortgage or have entered into a Mortgage and which have been introduced to Platform via the Intermediary;

Cardholder Data means any information obtained or received by the Packager from or relating to a credit card or debit card;

The Co-operative Bank Group means The Co-operative Bank p.l.c. and its subsidiary undertakings from time to time as such term is defined in the Companies Act 2006 and “**member of The Co-operative Bank Group**” shall be interpreted accordingly;

Customer Data means data relating to prospective and actual customers of Platform, introduced by the Intermediary. It shall include the name, address, Contact details (including postal address, email address and telephone number), Gender, Marital status, Date of birth, Job title, Employment and educational history, National insurance number, Passport details, Bank account details, Salary and/or other income details, Credit history, Location data (any data processed in an electronic communications network or by an electronic communications service indicating the geographical position of the terminal equipment of a user of a public electronic communications service) and IP and Mac address;

Data Protection Legislation all Applicable Laws relating to data protection, the processing of personal data and privacy, including: the Data Protection Act 1998 and (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);

and references to “**Data Processor**”, “**Data Controller**”, “**Data Subjects**”, “**Process**”, “**Processed**”, “**Processing**”, “**Processor**” and “**Supervisory Authority**” have the meanings set out in, and will be interpreted in accordance with, such Applicable Laws.

Data Security Incident a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed; or a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Personal Data that has previously been subject to a breach within the scope of **paragraph (a)**, which may result in exploitation or exposure of that Personal Data; or any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of systems Processing Personal Data; or any disclosure of classified information, access to protected assets without proper authorisation, or their theft or misappropriation, and relates to the threats and crimes that can be mitigated with administrative, physical and technical controls. These threats include but are not limited to;

- Theft which in this instance is the theft of information, designs, plans and customer lists;
- Fraud which is defined as misrepresentation to gain an advantage;
- Sabotage which is defined as wilful and malicious destruction

- Blackmail which is defined as the unlawful demand for money or property
- Industrial Espionage which is defined as spying by individuals and governments with the intent to gather, transmit or release information to the advantage of any foreign/external organisation;
- Unauthorised Disclosure which is defined as the release of information without permission
- Loss of Credibility which is defined as damage to an organisation’s image, brand or executive management
- Loss of Proprietary Information which is defined as the mishandling of information which results in the loss of trade secrets.

FCA means the UK Financial Conduct Authority;

Intermediary means the Intermediary who is named below and on behalf of which this form is signed;

Intermediary Personnel means any Staff of the Intermediary;

Licenses means licenses, authorisations and approvals held by the Intermediary in accordance with the Financial Services and Markets 2000 Act the Data Protection Act 1998 and any other applicable law relevant to the business carried on by the Intermediary;

Mortgage means a loan secured by a mortgage or, in Scotland, by a standard security, offered by Platform pursuant to a Mortgage Offer;

Mortgage Offer means a written offer of a Mortgage issued by Platform pursuant to these Terms of Business;

Personal Data means personal data (as defined under the definition of “Data Protection Legislation”) processed by the Intermediary pursuant to these Terms of Business and includes Customer Data;

PCI DSS means the Payment Card Industry Data Security Standard, as amended from time to time;

Platform means The Co-operative Bank p.l.c. (including its successors and assigns);

Pre-Sales KFI means the document produced in accordance with the FCA requirements;

Regulated Mortgage means a loan which satisfies the criteria of a regulated mortgage contract set out in Article 61 (3) of the Regulated Activities Order; and

Regulated Activities Order means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

14. INTERPRETATION

In these Terms of Business any reference to a statute or statutory instrument or provision thereof includes any amendment or re-enactment of it for the time being in force, and all instruments, orders, notices, regulations, directions, bye-laws, permissions and plans for the time being made, issued or given under it, or deriving validity from it. The masculine includes the feminine and the singular includes the plural, and vice versa.

The Intermediary agrees to comply with these Terms of Business in relation to Borrowers introduced to Platform. Submission of business to Platform is acceptance of our Terms of Business.

Please call 01752 236 550* if you would like to receive this information in an alternative format such as large print, audio or Braille.

The Co-operative Bank p.l.c. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (No.121885). The Co-operative Bank, Platform, smile and Britannia are trading names of The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No.990937. Credit facilities are provided by The Co-operative Bank p.l.c. and are subject to status and our lending policy. The Bank reserves the right to decline any application for an account or credit facility. The Co-operative Bank p.l.c. subscribes to the Standards of Lending Practice which are monitored by the Lending Standards Board.

*Calls to 01 and 03 number are charged at your standard rate, calls may be monitored or recorded for security and training purposes.

-Lines open 08:30 - 17:30 Monday to Friday.

Information correct as at 05/2018.

platform.co.uk