

Intermediary Firm and Adviser Registration / Questionnaire

Please use this form to register your firm and advisers to enable mortgage business to be submitted to Swansea Building Society (SBS) or to amend details of your existing registration. This form must be signed by the Managing Director, or a suitably authorised individual within the firm, who is a named individual on the Financial Services Register.

SWANSEA
BUILDING SOCIETY

Established 1923

www.swansea-bs.co.uk

Type of Registration

☐ I wish to register for the first time

☐ I wish to amend my existing details

Name and Address of Firm

Name of Principal Contact (i.e. Office Manager)			
Name of Firm			
Limited Company Number (if applicable)			
Principal Place of Business			
	Postcode		
Telephone Number	Email		
Website Address stating complaints information			

FCA Details

Please complete as appropriate. If an Appointed Representative please provide:-	
FCA number of your Firm	
Name of your Network	
FCA number of your Network	
If Directly Authorised please provide the FCA Number of your Firm	

Procurement Fee Payments

If you are an Authorised Representative of a Network, SBS will pay these into your Network Bank account. Where the Network allows the Appointed Representative to receive procurement fees direct. SBS will require written confirmation from the Network confirming this.

If you are Directly Authorised, SBS will pay the procurement fee into your business bank account.

Please provide bank details:

Account Name			
Account Number		Sort Code	- -
Bank/Building Society name		Email (for statements)	

Payment Terms:

- Procurement fees will be paid to the firm at such a rate as SBS shall from time to time determine and will be sent by BACS credit in the month following completion of the mortgage.
- If the firm or adviser ceases to be authorised by the Financial Conduct Authority (FCA):
 - SBS shall pay the procurement fee on any mortgage where the firm held valid authorisation on the date of receipt of completion notice from the solicitor/conveyancer.
 - SBS shall not pay the procurement fee on any mortgage where the firm authorisation was revoked on or before the date of completion.
- If any mortgage application submitted to SBS by the adviser is found to be fraudulent, no procurement fee will be paid
- SBS reserves the right, at its sole discretion, to refuse all or any business from an adviser and is not required to give a reason for doing so.

The Firm's Obligations

The firm warrants, undertakes and represents that it:

- Is the agent of its client and has the authority to act on behalf of its client.
- Is the data controller of the clients' personal data and has all necessary notices and consents in place to enable lawful transfer of the clients' personal data to us (or to a third-party as directed by us) in order that we can assess their application.
- Will provide to us at our request, a copy of its privacy notice explaining to client the manner in which it collected a personal data.
- Holds all relevant legal, regulatory and other authorisations necessary for carrying out its business and for referring business to SBS.
- Conducts its business in accordance with the requirements of all relevant laws and regulations, including but not limited to, the UK Money Laundering Regulations, the Consumer Duty Rules, and all current data protection legislation etc.
- Shall ensure that all the information contained in the application is, to the best of its knowledge, true and accurate. SBS will investigate all suspicions of application fraud. If SBS reasonably suspects that an adviser has knowingly made a false representation or that the adviser should have reasonably known that the information it has submitted in the application was fraudulent then SBS reserves the right to terminate the relationship with the adviser with immediate effect.
- Has made the client aware of how we will use the information (and has provided to any client a copy of a current privacy notice prior to submitting any application on its client's behalf), including the fact that we may carry out a search with Credit Reference and Fraud Prevention Agencies.
- Acknowledges the core principles of processing clients' personal data including that personal data shall be processed lawfully, collected only for specific and legitimate purposes, only collected to the extent necessary, kept accurate and up-to-date, only kept for as long as necessary and processed securely.
- Shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of its clients' personal data and against accidental loss or destruction of, or damage to its clients' personal data, including, without limitation, in the manner of which it is transferred to us.
- Shall provide all reasonable assistance where necessary to support us in complying with all applicable legal and regulatory requirements including but not limited to; customer due diligence documentation, data breaches, data subject access requests, customer complaints or other requests under the Consumer Duty Rules.
- In obtaining this agreement it has not done, and in performing your obligations under this agreement shall not do, any action or omission the contravenes the UK Bribery Legislation or any other applicable anti-bribery or anti-money laundering laws and/or regulations.
- Has and shall maintain in place throughout the term of this agreement, adequate procedures designed to prevent bribery occurring, and to prevent the facilitation of tax evasion.
- Will actively apply the Consumer Duty Rules and all of the fair treatment of customer outcomes as specified by the FCA and comply with all applicable aspects of Mortgage code of Business (MCOB) at all times.
- Will not submit a mortgage application without the following customer information:
 - Full name including middle names
 - Date of birth
 - 3 years address history including time from and to
 - Employment status
 - Occupation
 - Employer
 - Contact telephone numbers
 - Email address (if customer has one)
 - Income information
 - Nationality
- Shall ensure that any Vulnerable Consumer is identified as such to the Society and that due consideration is given to such Borrower's circumstances and their status as a Vulnerable Consumer when advice is given in respect of any Application.

Failure to provide this information may result in unnecessary delays in processing the application.

The Firm agrees to inform SBS immediately in the event that:

- It ceases to act on behalf of its client.
- It commits an act of bankruptcy, or becomes insolvent, or compounds with its creditors, or if the resolution is passed or proceedings start for its liquidation, or if the receiver, administrator or manager is appointed in respect of all or part of its assets or undertaking.
- Any personnel, employee, consultant or partner in the firm's business are charged with any offence involving fraud or dishonesty or are investigated or disciplined by the FCA or where any of its authorisations, registration or permissions needed to conduct all or part of its business lawfully are not current or are believed to be in jeopardy.
- An Appointed Representative ceases to be its Appointed Representative.
- An Adviser ceases to be its Adviser.
- It commits a material breach of any laws or regulations.
- It becomes aware of any data breach relating to any client's personal data that is the subject of an application to us or if it becomes the subject of an investigation for the Information Commissioner's Office or any other relevant data protection authority.

The Firm undertakes to:

- Comply with the Intermediary Lending Criteria as notified by SBS.
- Act honestly and professionally and to use all the due skill and care when acting for the client, including (but not limited to) ensuring that the business is suitable for its client where the firm advises on the business.
- Give its best endeavours to provide information to SBS which is true and complete in all material respects. The firm will advise SBS as soon as it is aware that such information is or becomes untrue or incomplete.
- Provide SBS with relevant and appropriate documentation to allow it to consider and process mortgage applications.
- 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 authority.
- Carry adequate insurance cover with a reputable insurer to cover all of its insurable liability under this agreement and for 6 years after the firm stops introducing business. The policy and premium receipts should be made available for inspection by SBS at any time.

The firm should 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 SBS or any employee or director of ours and neither should the firm hold itself out as having authority to make such representation.

Adviser Details

To enable your advisers to submit mortgage business, please use this section to register your firm’s advisers with SBS

Authorised Mortgage Advisers

The individual(s) named below are authorised Mortgage Advisers with this firm:

Name of Adviser		Individual FCA number (if applicable)	
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Has/is your firm, or any of your advisers, been removed from a lenders panel or currently being investigated by a lender? (Y/N)	
If YES please provide details:	

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This questionnaire must be completed by a responsible person within your organisation as part of our broker registration process. Unanswered questions will be treated as being answered 'No' when evaluating the response. Where relevant please provide adequate evidence to support your answer. Should further information be required, we will contact you to arrange a follow-up meeting.

No.	Question	Answer Y/N	Comments
1.	Does your firm have a person responsible for compliance on a day-to-day basis? If so, please provide name and contact details.		
2.	Does your firm have procedures in place to ensure appropriate training and competency arrangements are maintained? Please provide a brief summary.		
3.	Are all relevant individuals appropriately qualified? Please provide brief details.		
4.	Do all relevant staff receive regular training on financial crime and data protection?		
5.	Do all relevant staff receive regular training on the Consumer Duty rules and on dealing with vulnerable customers to ensure fair outcomes are achieved for all?		
6.	Does your firm have a full-time employee responsible for handling complaints? If so, please provide name and contact details.		
7.	Please confirm if your firm has written policies and procedures in place, including:		
	- Data protection		
	- Anti-money laundering		
	- Complaints handling		
	- Vulnerable customers		
	- Information security		

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Declaration

- 1 I/we hold, or I am/we are Appointed Representative of an organisation holding, current authorisation from the Financial Conduct Authority (FCA) including specifically: advising on regulated mortgage contracts; arranging (bringing about) regulated mortgage contracts; and making arrangements with a view to regulated mortgage contracts.
- 2 I/we agree that in accordance with money laundering regulations, together with the guidance notes issued by the joint money laundering steering group that I/we have undertaken appropriate 'know your customer' checks including the verification of identity and recording the details of all mortgage applications before passing applications to SBS. In entering into this agreement, where SBS places reliance on the adviser, the adviser must on request provide SBS with copies of any identification and verification details and any other relevant documentation on the identity of the client, client's beneficial owner, or any person acting on behalf of the client. The Adviser must retain copies of the data and documents referred above in line with Money Laundering Data Retention requirements.
- 3 I/we confirm that any information SBS holds about me and how I use any SBS online site may be used for monitoring and management information purposes. This may be shared with the management team within my own organisation.
- 4 I/we confirm that we will notify SBS immediately of Revocation of my/our Consumer Credit License or any other permissions are withdrawn. Investigation under the Financial Services and Markets Act 2000. Revocation/cancellation of FCA registration. Investigation by any regulatory body.
- 5 I/we declare that I/we have never made a fraudulent application for a financial product either for myself or on behalf of the client. I/we declare and understand that:
 - SBS may share the information provided in my application to join SBS's Intermediary Panel (including the information above) with my network. If false, inaccurate or incomplete information is provided and fraud is suspected, SBS reserves the right to notify fraud prevention agencies accordingly, and law-enforcement agencies in the UK and in other countries may access and use this information. SBS and other organisations may also access and use any of this information to prevent fraud and money-laundering, for example when: checking details on applications for savings accounts and products or for credit and credit-related or other facilities; managing savings, credit and credit-related accounts or facilities; recovering debt; checking details on proposals and claims for all types of insurance; checking details of job applicants and employees, considering applications to join the lenders panel of intermediaries, or undertaking a review of an existing panel. SBS and other organisations in the UK may access and use the information recorded with Fraud Prevention Agencies
 - If I/we submit a fraudulent or suspected fraudulent mortgage application to SBS on behalf of myself or a client, and SBS suspect that I/we knew, or could reasonably have been expected to have known (for example by carrying out proper checks) that the application is fraudulent, SBS reserve the right to notify Fraud Prevention Agencies accordingly and law-enforcement agencies in the UK and in other countries may access and use this information. SBS may disclose this information to my company/network and relevant regulators. SBS and other organisations may also access and use any of this information to prevent fraud and money-laundering, for example when: checking details on applications for savings accounts and products or for credit and credit-related or other facilities; managing savings, credit and credit-related accounts or facilities; recovering debt; checking details on proposals and claims for all types of insurance; checking details of job applicants and employees, and considering applications to join a lender's panel of intermediaries, or undertaking a review of an existing panel. SBS and other organisations in the UK or other countries may access and use the information recorded by Fraud Prevention Agencies.
- 6 I/we agree to be bound by and comply with Swansea Building Society's Terms of Business for Intermediaries, as updated from time to time. Please telephone us on (01792) 739100 if you want details of those Credit Reference and Fraud Prevention Agencies from whom we may obtain and with whom we may record information about you. You have a legal right to these details.
- 7 In order for us to provide you with our services we are required to take from you the personal information requested above. If you do not provide us with the information we request, we may not be able to provide a service to you. You do have the right to access your information and exercise your data rights at any time. We will keep your information until the end of our relationship.

For further information please see our privacy notice which is always available on our website - www.swansea-bs.co.uk/privacy

If you are unhappy with how we are using your personal information, or you want to complain about how we have handled the request, please raise your concerns with us using the contact details above. You also have the right to complain to the Information Commissioner's Office which enforces data protection laws - www.ico.org.uk.

This form must be signed by the Managing Director, or a suitably authorised individual within the firm, who is a named individual on the Financial Services Register.

I/we declare that the information given in this document and on any separate sheet is true and complete.

Signed		Date	D D / M M / Y Y Y Y
Print Name		Position	

Please return the form via email to the Mortgage Sales Manager you have been dealing with at the Society.

Alternatively, if this is a speculative registration, please email the form to the Business Development Team at - broker@swansea-bs.co.uk