



## Home Purchase Plan ("HPP") and Buy to Let Purchase Plan ("BTLPP") Site Terms of Business

Please read the terms and conditions below:

**By registering for this facility, you agree:**

- 1) To ensure that you always have your customer's permission to make an enquiry/and or application on their behalf and to pass information to us, that your customer has read and given their consent prior to you submitting details to us and that we may undertake a credit search on any address your customers have provided.
- 2) To ensure that data collected in respect of any customer will not be used for any purpose other than that for which it was collected, unless the customer's permission is first obtained.
- 3) To advise all customers what will happen to their personal data.
- 4) That you have and will maintain all necessary permissions, qualifications, licences, consents or authorisations required to introduce customers to us and in particular required by the Financial Services and Markets Act 2000 and associated legislation.
- 5) To comply with all laws, regulations, orders, rules of and directions from the Financial Conduct Authority and any other enforcement authority or regulator of activities carried on by you as well as industry codes of practice applicable to the marketing, selling and/or variation of finance, insurance and related products in the United Kingdom.
- 6) To comply with the latest Money Laundering Regulations and 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), you will verify and record the identity of all home purchase plan applicants before passing the applications to us.
- 7) We, Gatehouse Bank plc, are the data controller of all personal data (i) you provide when registering to become a broker or intermediary and (ii) we obtain about you from third parties.
- 8) We collect and use this personal data to set you up on our systems and comply with our legal and regulatory obligations. We also process the personal data, where permitted by law for business analysis, fraud and crime prevention and to improve our services. These may involve disclosing your data to third parties such as HMRC, fraud prevention agencies, our regulators, our legal advisors and our insurers. In the event of company reorganisation, merger or buy out, it may be disclosed to a different group company. We also may obtain personal data from third parties. For example, we may use third parties to verify your identity. We may, at our discretion make enquiries regarding immigration status to the Home Office, validation of information supplied within the application process to HM Revenue & Customs under the HMRC Verification Scheme, any past/present employer, accountant, financier or bank in order to assess whether to accept your application, and also at periodic stages during our relationship.



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- 9) In considering your request for registration, we will search your personal and where applicable, business record at one or more Credit Reference Agencies. They will add details of our search to your records and your application will be seen by other organisations that make searches. Information held about you by the Credit Reference Agencies may already be linked to records relating to one or more of your partners. If you are a director, we will seek confirmation from Credit Reference Agencies that the residential address that you provide corresponds to the address listed on the restricted register of directors' home addresses at Companies House. Information on the performance of any will be recorded against each director to the finance with Credit Reference Agencies. For further information on how Credit Reference Agencies use your personal data, please see [Equifax](#).
- 10) We may be provided with special categories of personal data. For example, information about criminal convictions or your health. We only process these for the purposes for which you provide them, e.g. if your health means that you would like us to communicate with you in a particular way. We may also process them for additional purposes but only if permitted by law.
- 11) If you provide personal data about another person to us, you should provide them with this information concerning the processing of their personal data.
- 12) For further information on how we process personal data please see our full privacy policy which is available [here](#). Our privacy policy sets out how to exercise your rights concerning your data.
- 13) To provide us with copies of any identification and verification data and other relevant documents used in the identification of the customer within a reasonable period when requested.
- 14) To ensure the customer receives all documentation required by laws and regulations applicable to the marketing, selling and/or variation of home purchase plans and related products in the United Kingdom.
- 15) To retain a copy of the customer's file, including Proof of Income, for a minimum of 2 years from the completion date of the home purchase plan or for the period required by law.
- 16) To ensure that all information used within any application process is accurate and a true reflection of the customer's circumstances, and to keep that information up-to-date.
- 17) To provide customers with a copy of information held on them, on request.
- 18) That should you become aware of the change to any information which may be material to the decision that we may make that you will advise us at once.
- 19) You acknowledge that any decision is not binding on either party until such time as a home purchase plan offer is made.



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- 20) You acknowledge that you do not have any interest in the asset to be financed.
- 21) You understand that any information that we hold about you and how you use this site may be used for monitoring and management information purposes.
- 22) You understand that any information that we hold about you will be kept after your relationship with us has ended subject to data protection regulations.
- 23) You shall not use any of our trademarks or brands without our prior written consent.
- 24) You indemnify us in respect of any liability, losses damages or costs we may suffer or incur arising from breach of my warranties and/or obligations, imposed by these terms & conditions, or by reason of any misrepresentation or negligent, tortious or fraudulent act or default by you.
- 25) The online portal and/or tools within it may be unavailable or restricted for administrative reasons or any other reason and we will not be liable to you for any costs, claims, demands, losses or damages arising out of, or in connection with, your loss of access to or use of our online portal as a result.
- 26) We will not be liable to you for any costs, claims, demands, losses or damage caused as a result of, or in connection with, your use of our online portal.
- 27) We may, at our sole discretion, immediately and without notice, suspend, restrict or terminate your access to and use of all or any part of our online portal.
- 28) You will tell us as soon as reasonably practicable if you become aware of any defect in the online portal or if you are unable to access the online portal.
- 29) Your unique ID and password are provided for your sole use and must not be divulged to anyone else.
- 30) To observe the terms of business applicable to your introduction of customers to us, which are available [here](#). The terms of business may be amended from time to time and made available on our website and, by introducing customers to us, you agree to be bound by the then current version of the terms of business.
- 31) The Contracts (Rights of Third Parties) Act 1999 does not apply to these terms and you may not assign your rights or subcontract your obligations without our prior written consent.
- 32) These terms are governed by the laws of England and Wales and the courts of England will have exclusive jurisdiction to settle any claim or matter arising under or in relation to these terms.

**By agreeing to these terms & conditions of use you are deemed to have read and accepted the section above.**