



## 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) That the below terms of use and our Intermediary Terms of Business, which are available [here](#), will apply to your registration with us and the application you make on your customer's behalf, or that you introduce, in relation to a product offered by us. By continuing to use this facility, you acknowledge that you have read, and agree to be bound by, the below terms of use and the Intermediary Terms of Business.
- 2) 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 given their consent to the enquiry and/or application prior to you submitting their details to us; and understands that we may undertake a credit search on them and any address your customer has provided.
- 3) 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.
- 4) To advise the customer what will happen to their personal data and refer them to our privacy notice, which is available through link below and on our website and which explains how we will deal with their personal data.
- 5) 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 and notify us immediately if any of those are cancelled and have an impact on the use of this facility.
- 6) 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 and any related products being applied for.
- 7) 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), and verify and record the identity of the applicant before passing the application to us.



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- 8) That we, Gatehouse Bank plc, are the data controller of all personal data (i) you provide when using the facility (ii) you provide in respect of your customer and (iii) we obtain about you or your customer from third parties.
- 9) That we will 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 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 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 provide this facility and/or accept the application, and also at periodic stages during our relationship.
- 10) That, in considering applications, we will search your customer's personal and where applicable, business record at one or more Credit Reference Agencies. They will add details of our search to their records and the application will be seen by other organisations that make searches. Information held about your customer by the Credit Reference Agencies may already be linked to records relating to one or more of their partners. If they are a director, we will seek confirmation from Credit Reference Agencies that the residential address that provided corresponds to the address listed on the restricted register of directors' home addresses at Companies House. For further information on how Credit Reference Agencies use your customer's personal data, please refer them to [Equifax](#).
- 11) That we may be provided with special categories of personal data. For example, information about criminal convictions or health. We only process these for the purposes for which they are provided, e.g. if your customer's 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.
- 12) That, if you provide personal data about another person to us, you will provide them with our privacy notice concerning the processing of their personal data.
- 13) That further information on how we process personal data is contained in our full privacy notice which is available [here](#). Our privacy policy sets out how individuals can exercise their rights concerning their personal data.
- 14) 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.



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- 15) To ensure the customer receives all documentation required by laws and regulations applicable to the marketing, selling and/or variation of the products applied for.
- 16) To retain a copy of the customer's file for a minimum of 2 years from the completion date of the product or any longer period required by law.
- 17) To ensure that all information used within any application process is accurate and a true reflection of the customer's circumstances.
- 18) To provide customer with a copy of information held on them, on request.
- 19) That should you become aware of any change to any information which may be material to the decision that we may make, you will advise us at once.
- 20) That any finance decision is not binding on either party until such time as a product offer is made and signed by both parties.
- 21) That you represent to us that do not have any interest in any asset to be financed.
- 22) That 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.
- 23) That you understand that any information that we hold about you and the customer will be kept after your relationship with us has ended subject to data protection regulations.
- 24) That you shall not use any of our trademarks or brands without our prior written consent.
- 25) To 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 and conditions, or by reason of any misrepresentation or negligent, tortious or fraudulent act or default by you.
- 26) That the facility 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 the facility as a result.
- 27) That 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 the facility.
- 28) That 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 the facility.



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- 29) That you will tell us as soon as reasonably practicable if you become aware of any defect in the facility or if you are unable to access the facility.
- 30) That your unique ID and password are provided for your sole use and must not be divulged to anyone else.
- 31) That 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) That 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.**