

## BEVERLEY MORTGAGE HUB TERMS OF USE AND DATA SHARING AGREEMENT

By registering for Beverley Mortgage Hub you accept these Terms and Use and agree to comply with the requirements of the associated Data Sharing Agreement.

### USE OF BEVERLEY MORTGAGE HUB

Beverley Mortgage Hub is only available to persons acting on behalf of a firm authorised by the Financial Conduct Authority. This may be as a directly authorised firm or an Appointed Representative of such a firm.

Access to Beverley Mortgage Hub is conditional upon providing information requested by Beverley Building Society prior to becoming a Registered User, and at any point thereafter. Failure to provide such information may result in access being withdrawn.

Beverley Mortgage Hub is only available to persons maintaining appropriate professional indemnity insurance covering all liabilities arising from this agreement.

Users of Beverley Mortgage Hub shall not make any promises or representations of any kind to any person which purport to bind Beverley Building Society, its Directors or employees, and shall not hold itself out as having any authority to make such representations.

Beverley Building Society reserves the right to withdraw access to Beverley Mortgage Hub at any time without notice.

Granting access to Beverley Mortgage Hub does not mean that mortgage applications will be accepted. The Society applies rigorous underwriting standards in all circumstances.

### USER OBLIGATIONS, WARRANTS, UNDERTAKINGS AND REPRESENTATIONS

#### System Access

To provide all information requested by Beverley Building Society at any time in support of its reasonable due diligence enquiries in relation to Users of Beverley Mortgage Hub.

To inform Beverley Building Society if it ceases to be a firm authorised by the Financial Conduct Authority, or an Appointed Representative of such a firm, or is subject to any enforcement or other disciplinary action by any regulatory authority (including but not limited to the Financial Conduct Authority and the Information Commissioner).

To take reasonable precautions to prevent unauthorised access to Beverley Mortgage Hub, including appropriately protecting your security information and informing us immediately if you think it may have been compromised. You will be responsible for any activity using your security credentials up to the point at which you inform us. From that point you will not be liable unless you have acted with gross negligence or have acted fraudulently.

Not to attempt to copy, compile, adapt or otherwise interfere with the Beverley Mortgage Hub system.

#### Case Submission

In all cases to be acting as agent of your Client and have the necessary authority to act on behalf of the Client.

That you are the lawful data controller of all Client personal data that you provide to us, and comply with all the duties and obligations as such to enable lawful transfer of that personal data to Beverley Building Society (or to another third party as directed by us) for the purpose of assessing their mortgage application.

To make the Client aware of how Beverley Building Society will use their personal information (including providing them with a copy of our Privacy Statement prior to submitting a case), specifically making clear that we may carry out credit checks and share details with fraud prevention agencies.

To take reasonable measures to ensure that information provided to Beverley Building Society is true, accurate and complete. The User accepts that if Beverley Building Society reasonably suspects that a User has knowingly made a false representation it will remove access to Beverley Mortgage Hub and consider making a report to appropriate regulators.

That you will comply with the terms of the accompanying Data Processing Agreement.

That you will inform Beverley Building Society immediately if you cease to act on behalf of the Client.

## **BEVERLEY BUILDING SOCIETY OBLIGATIONS**

On receipt of Client personal data from you we will become a data controller and comply with all applicable laws including the General Data Protection Regulations.

We will process data provided by you for the purpose of considering whether we can offer a mortgage to an applicant.

To make reasonable endeavours to maintain the availability of Beverley Mortgage Hub during normal working hours, but offers no specific warrants or representation in that regard.

## **DATA SHARING AGREEMENT**

In relation to the personal data provided using Beverley Mortgage Hub we shall both be data controllers and individually comply with our statutory obligations arising from that status. In particular we will both:

Collect, process and retain the personal data lawfully, in accordance with available Privacy Statements, keeping it accurate and up to date.

- Maintain appropriate technical and organisational measures to protect against unauthorised or unlawful processing, or accidental corruption or loss of personal data. This includes the retention of appropriate records.
- Not transfer Client personal data outside the European Economic Area without the other's prior written consent
- Notify each other without undue delay on becoming aware of any material data breach relating to client data or other breach of data protection legislation.
- Co-operate with each other in the investigation and remediation of any material data breach relating to client data.
- Provide all reasonable assistance necessary to support each other in complying with applicable requirements of data protection legislation, including responding to clients exercising their rights (e.g. data subject access requests), complaints, assurance reviews and regulatory enquiries.

## **DETAILS OF PROCESSING OF PERSONAL DATA UNDER THIS AGREEMENT**

The Processing of the Personal Data taking place under this Agreement includes that which is set out in the following description.

The subject matter of the Processing is:

- Mortgage applications to Beverley Building Society

The duration of the Processing is:

- For the duration of evaluation of mortgage applications and for the period of validity of any mortgage offer that might result.

The nature and purpose of the Processing is:

- The evaluation of mortgage applications and making of mortgage offers.

The type of Personal Data being Processed is:

Information relevant to the above purposes. This information may include (in relation both to mortgage applicants and potential Guarantors):

- Names and addresses, nationalities, residency status and dates of birth, telephone and email contact details, and accompanying proofs of identity and address
- Employment and income details, bank/ investment/ benefits/ pension statements, tax certificates, and accompanying details of credit commitments and credit records
- Financial details (e.g. salary and details of other income, details of savings, details of your expenditure, and details of existing loans.
- Personal information regarding credit history.
- Marital status. Lifestyle and social circumstances, including details of dependents.
- Details of current occupier status
- Key Facts Illustrations
- Property Valuation reports

This information may also include sensitive classes of information:

- N/A

The categories of Data Subjects include:

- Customers
- Guarantors

The obligations and rights of the Data Controller(s) are as set out in this Agreement and in addition its/their obligations are prescribed under the Data Protection Laws.