

Intermediary Terms of Business

Last Updated: 31/01/2024



Use of the website and/or registration on the intermediary portal and/or submitting a mortgage application assumes acceptance of the following terms and conditions:

General

Applications will only be accepted from mortgage intermediaries who hold current authorisation from the Financial Conduct Authority (FCA) for advising on and arranging mortgages or who are Appointed Representatives of an organisation authorised by the FCA to conduct such activities.

In accordance with money laundering regulations, intermediaries should verify and record the identity of all mortgage applicants before passing the application to us and forwarding the required supporting documentation.

Intermediaries should notify Marsden Building Society:

- If their Consumer Credit Licence or any of their permissions are withdrawn
- If they are investigated for breach of the Financial Services and Markets Act 2000
- If their registration with the FCA is terminated
- If they are investigated by any regulatory body.

All applications must be submitted fully packaged. We will not accept liability for delays caused by incomplete or inaccurate information provided by you. Prior to submission, you must have taken reasonable steps to ensure the application meets our current lending criteria.

The applicants must consent to the Society making a credit reference search as part of its mortgage underwriting processing procedures. This consent must be obtained prior to submitting an Agreement in Principle (AIP) or full mortgage application to the Society.

The credit reference search will provide data for financial records links where an 'association' exists between joint applicants and/or any individual identified as a financial partner. This linking will continue until a disassociation has been registered successfully with credit reference agencies.

All parties acknowledge that an AIP is not binding on either party.

To help maintain service and quality, Marsden Building Society will record and may monitor some telephone calls.

The Society may send marketing materials to registered intermediaries as it has identified a legitimate business interest in doing so. It is possible to unsubscribe from the receipt of marketing materials by clicking on the link displayed prominently in each email. Your information will not be passed on to any other party.

Conditions for use of the intermediary portal and/or for submitting full mortgage applications

The products, services and policies on this website are subject to availability and may be withdrawn or amended without notice.

FOR INTERMEDIARY USE ONLY

Although we make every effort to ensure that the information on this website is both accurate and up to date, we accept no liability for any loss or damage (including consequential loss) due to an inability to use the site, omissions, inaccuracies or unavailability of the service.

We can give no warranty that the site is free of viruses nor can be used with any computer, software or browser system. It is your responsibility to ensure that your equipment is compatible with the services provided on this website. You are responsible for any costs incurred to ensure your equipment is, and remains compatible with, our website.

We reserve the right to withdraw your access to this service at any time for security reasons or where we believe the service is being misused. If you have not logged in to our online service for some time, we may temporarily or permanently suspend your access to the service.

All images, copy, underlying source code and downloadable content on this website are the property of Marsden Building Society and may only be used or reproduced with our express permission.

Your username and password are provided for your sole use and must not be divulged to anyone else.

Where other sites are linked to ours, there is no implication that the third-party site is part of this site. We will not accept any liability for any claim as a result of the content or activity of a third-party site.

Data protection

Under the Data Protection Act 2018, when you supply any customer data or complete the mortgage application form, this is data owned by the Society in its capacity of Data Controller. For this purpose you are also a Data Controller and must comply with the requirements of the Data Protection Act 2018, the UK General Data Protection Regulations (UK GDPR), and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any legislation that replaces or converts into domestic law, the General Data Protection Regulations (EU) 2016/679 or any other law relating to data protection and privacy as a consequence of the United Kingdom leaving the European Union, ensuring a level of security appropriate to:

1. The harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage as are mentioned in the seventh principle, and
2. The nature of the data to be protected.

Bribery

It is the policy of the Society to conduct its business in an open, fair, honest and transparent way and without the use of corrupt practices or acts of bribery to obtain an unfair advantage.

The Society is committed to adherence to the highest legal and ethical standards, and this must be reflected in every aspect of the way in which the Society operates.

In introducing an applicant to the Society and signing the Declaration, you are agreeing, warranting and undertaking not to do, or permit anything to be done, which is an offence under the Bribery Act 2010.

You must notify the Society immediately upon becoming reasonably suspicious that an activity related to this introduction has contravened or may contravene the Bribery Act 2010.

Consumer Duty

Information for distributors of our products

As part of our responsibilities under PRIN 2A.4 15R and PRIN 2A.312 R (2), we have assessed all our mortgage products and product information sheets are available by visiting our website:

www.themarsden.co.uk/intermediaries.

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Marsden Building Society is a member of the Building Societies Association. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 206050. Principal Office, 6-20 Russell Street, Nelson, Lancashire BB9 7NJ. FP194390-001

These information sheets are designed to support you to comply with your responsibilities under PRIN 2A.3.16R and PRIN 2A.4.A 16R. Our assessments conclude that the products we offer continue to deliver fair value for customers in the target market for the product.

Customers with vulnerable characteristics

Customer vulnerability can have many different causes, from loss of job to debt and disability. It is important to ensure we offer fair value and support our customers in meeting their financial goals. Colleagues at the Marsden have been provided with the relevant education and training to ensure they have the appropriate skills and experience to recognise and respond to the needs of vulnerable customers and our communications also support their needs.

Where a vulnerable customer is identified, we have monitoring in place to ensure we continue to meet and respond to the needs of customers with characteristics of vulnerability. If you identify a customer with vulnerabilities, with their consent, please share the information with the Society in order that we can offer support. You can share the information by phone or email and once you have done this, we will contact the customer to discuss how we can help.

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