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Mortgage Intermediary Terms and Conditions

These are the general terms and conditions applicable to the submission of a mortgage application to the Society and by making such a submission the Intermediary is deemed to have accepted these general terms and conditions.

1. INTERPRETATION

1.1. In these Terms the following expressions shall have the following meanings:

“Agreement”	the agreement that incorporates these Terms;
“Applicable Law”	in respect of any obligation and to the extent applicable to the relevant obligation, any statute, regulation, ordinance, subordinate legislation, regulatory rules, guidance, codes of practice, principles and policies (including the FCA Handbook), terms and conditions (relating to regulatory permissions and authorisations or otherwise) which are in force from time to time (as may be consolidated, modified, re-enacted or replaced) and to which a party is subject;
“Appointed Representative”	including authorised employees who are directly authorised by the FCA to carry on certain Mortgage Regulated Activity and appointed representatives as defined by s39(1) of FSMA, for whose Regulated Mortgage Activities its principal has accepted written responsibility for and where relevant, Appointed Representative shall include individuals acting on behalf of the Appointed Representative;
“Commission”	the agreed payment paid by the Society under these Terms and the Agreement in consideration of performance of the Services;
“Confidential Information”	means all confidential documents, materials or information relating to the affairs of a party including, but not limited to, its business, affairs, Customers, clients, suppliers or financial affairs, and all other documents, materials or information which the disclosing party designates as being confidential to it or which ought reasonably be considered to be confidential, in each case existing in any form and whether or not marked “confidential information”;
“Consumer Duty”	the FCA requirements as defined by Principle 12, with requirements and expectations as set out within FG22/5 and PS22/9 or as amended from time to time;
“Customer”	a customer or contact of the Intermediary who has applied for a Mortgage Product;
“Data Controller”	has the meaning set out in the Data Protection Legislation;
“Data Processor”	has the meaning set out in the Data Protection Legislation;
“Data Protection Legislation”	All legislation regarding the protection of Personal Data from time to time in force in the United Kingdom, including (but not limited to) the UK General Data Protection Regulation, the Data Protection Act 2018, the Data (Use and Access) Act 2025, and any subordinate legislation; together with, where applicable, any guidance, codes of practice or directions issued by the Information Commissioner, as amended from time to time;
“Date of Completion”	the date on which the relevant Mortgage Advance referenced in the associated Mortgage Offer document provided by the Society has been made and the associated funds have been released to the Customer or their legal representative;
“FCA”	the Financial Conduct Authority;
“FCA Handbook”	the rules and guidance made by the FCA for the time being in force;
“FSMA”	the Financial Services and Markets Act 2000 (as amended or replaced from time to time) and any regulations made pursuant to it;
“Insolvency Event”	means: a) that a party suspends (or threatens to suspend) payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or is deemed unable to pay its debts within section 123 of the Insolvency Act 1986, b) that a party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors (other than for the sole purpose of a scheme for a solvent amalgamation of that Party with one or more other companies, or the solvent reconstruction of that Party);

- c) a petition is filed, a notice is given, a resolution is passed, or an order is made for, or in connection with, the winding up of that party (other than for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies, or the solvent reconstruction of that party);
- d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over that party;
- e) the holder of a qualifying floating charge over the assets of that party has become entitled to appoint, or has appointed, an administrative receiver;
- f) a person becomes entitled to appoint a receiver over all or any of the assets of that party, or a receiver is appointed over all or any of the assets of that party;
- g) a creditor or encumbrancer of that party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of that party's assets and such attachment or process is not discharged within fourteen (14) days;
- h) any event occurs, or proceeding is taken, with respect to that party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a)-(g) above (inclusive); or
- i) that party suspends or ceases, or threatens to suspend or cease, the carrying on of all or a substantial part of its business.

“Intellectual Property”	patents, designs, trade-marks, service marks, trade names, logos, get-up, domain names, copyright, database rights, rights in performances, moral rights, Confidential Information, know-how and all other intellectual property rights, in each case whether registered or not and including applications (or rights to apply) for registration of such rights and all similar or equivalent rights or forms of protection which subsist now or will subsist in the future anywhere in the world;
“Intermediary”	a firm or individual authorised and regulated by the FCA and permitted to advise on and arrange mortgages;
“Mortgage Advance”	any advance made by or on behalf of the Society secured or intended to be secured by a first legal charge over a property;
“Mortgage Application”	means an application for a Mortgage Advance which has been completed by a Customer and sent to the Society by an Intermediary acting on their behalf for processing, in accordance with the terms of the Agreement;
“Mortgage Offer”	means a formal written offer of a Mortgage Product by the Society to a Customer (and for the avoidance of doubt shall not include a decision in principle prepared by the Society);
“Money Laundering Rules”	the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as amended from time to time, together with the guidance notes issued by the Joint Steering Group and any other relevant guidance issued by a regulatory authority or industry body;
“Mortgage Product”	any regulated or non-regulated mortgage contract falling within Article 61(2) of the FSMA (Regulated Activities) Order 2001;
“Permissions”	authorisations, permissions, licences, or consents required in order to comply with the obligations under these Terms;
“Personal Data”	has the meaning set out in the Data Protection Legislation;
“Regulated Mortgage Activity”	any activity in relation to a Mortgage Product which is identified in the FSMA (Regulated Activities) Order 2001;
“Regulatory Body”	government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise are entitled by any Applicable Law to supervise, regulate, investigate or influence the matters dealt with in the Agreement;
“Regulatory Requirements”	FSMA, Money Laundering Rules, the rules and regulations of the Financial Conduct Authority Handbook including but not limited to Consumer Duty and Treating Customers Fairly, and any other laws, regulations, rules or orders imposed to the extent applicable to the Mortgage Products under these Terms and all as amended from time to time;

“Restricted Period”	the term of the selected Mortgage Product submitted by the Intermediary and processed by the Society in accordance with the Services;
“Services”	the introduction, by the Intermediary, of the Customer to the Society, to include the provision of information and explanation of the Mortgage Products on an advised only basis to Customers for whom the Intermediary believes the Mortgage Products are suitable. Services will also include the facilitation of submission of a Mortgage Application and where appropriate facilitation of any payment required in respect of any fees associated with the selected Mortgage Products;
“Society”	Newcastle Building Society;
“Term”	the duration of the agreement, from valid commencement to valid termination;
“Terms”	the terms and conditions set out herein;
“Treating Customers Fairly”	the FCA requirements as defined by Principles 6 and 7, with requirements and expectations as set out within FG21/1 or as amended from time to time; and
“Vulnerable Customer”	a Customer who, due to their personal circumstances, is especially susceptible to harm.
“Working Day”	means Monday to Friday, excluding any public holidays in England and Wales.

- 1.2 Clause headings shall not affect the interpretation of these Terms.
- 1.3 Words in the singular include the plural and vice versa, words importing a gender include every gender.
- 1.4 Any phrase introduced by words including, includes, in particular or for example or similar shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.5 A reference to a statute or statutory provision is reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. SCOPE OF APPOINTMENT

- 2.1 The Society, pursuant to the Agreement, agrees to engage the Intermediary to provide the Services to the Society. The Intermediary agrees to provide the Services for the Term, subject to these Terms, and those of the Agreement.
- 2.2 Nothing in these Terms shall constitute an exclusive arrangement or appointment as between the parties, and nothing shall prevent the Society from accepting mortgage business from any other Intermediary, business, person or organisation in any area, or from appointing any other business, person or organisation as Intermediary, as the Society shall from time to time see fit.
- 2.3 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, nor authorise either party to make or enter into any commitments for or on behalf of the other party.
- 2.4 The Intermediary is not appointed to and shall not have the authority to make representations, agreements or promises on the Society’s behalf or to act as the Society’s agent in any way other than as specified in these Terms.

- 2.5 The requirements under these Terms shall commence upon receipt by the Society of the Intermediary’s first Mortgage Application and will continue until terminated by either party in accordance with clause 9.

3. THE INTERMEDIARY’S OBLIGATIONS

- 3.1 The Intermediary confirms:
 - 3.1.1 It holds all current Permissions, including authorisation from the Financial Conduct Authority (FCA) to advise on and arrange mortgages or that it is an Appointed Representative of an organisation authorised by the FCA for conducting such activities, and that it shall comply with the requirements of the Permissions at all times; and
 - 3.1.2 In accordance with Money Laundering Rules, it will verify and record the identity of its Customers before passing the Mortgage Application to the Society and forwarding the required documentation.
- 3.2 The Intermediary will notify the Society immediately in writing if:
 - 3.2.1 any of the Intermediaries’ Permissions are amended, suspended, withdrawn or terminated or if the Intermediary has knowledge that its Permissions will be amended, suspended, withdrawn or terminated;
 - 3.2.2 the Intermediary is subject to investigation by a Regulatory Body;
 - 3.2.3 the Intermediary is in breach or may be in breach of Applicable Law;
 - 3.2.4 the Intermediary is at risk of suffering an Insolvency Event;
 - 3.2.5 the Intermediary or any personnel, employee, consultant or partner in the Intermediary’s business is convicted of any offence involving fraud or dishonesty or is the subject of a formal investigation or disciplined by the enforcement investigators of a relevant Regulatory Body; or
 - 3.2.6 the Intermediary suspects any fraudulent activity on the part of the Customer.

- 3.3 The Intermediary accepts it is solely responsible for any financial advice given to the Customer. The Society only accepts Mortgage Applications where the Customer has received independent financial advice from the Intermediary and any Mortgage Application received from the Intermediary will be deemed to be confirmation that such advice has been provided.
- 3.4 The Intermediary shall:
- 3.4.1 comply with all Applicable Law and Regulatory Requirements and co-operate fully with the Society for the purpose of compliance with all relevant Applicable Law and Regulatory Requirements;
 - 3.4.2 provide the Services in accordance with these Terms and the Agreement and act in the best interest of the Society and all Customers when providing the Services;
 - 3.4.3 be suitably qualified and perform its obligations under these Terms and the Agreement with diligence and all due care, skill and competence in line with good industry practice and in line with the requirements of any Permissions;
 - 3.4.4 disclose to the Customer its status as an Intermediary and, if appropriate, shall provide the Customer with details of any relevant Permissions;
 - 3.4.5 or its principal shall effect and maintain a policy of professional indemnity insurance;
 - 3.4.6 ensure that each Customer and each Mortgage Application meets the requirements of the Society's lending policy as applicable at the time of the Mortgage Application;
 - 3.4.7 notify the Society immediately if it becomes aware of any errors or inaccuracies in respect of any Mortgage Application;
 - 3.4.8 only use marketing materials provided to it by the Society, either in hard copy or electronic format, and will not amend or represent the materials in any way;
 - 3.4.9 maintain proper records of all transactions effected through its office;
 - 3.4.10 keep accurate records of its agreement with the Customer, including a record of any fees payable and an outline of the service provided;
 - 3.4.11 provide any agreement with the Customer to the Society immediately on request. The Society reserves the right to decline any Mortgage Application where a copy of the Agreement between the Intermediary and the Customer is not provided within a reasonable time frame upon request, or if the agreement is deemed excessive in relation to the scope of the service provided by the Intermediary;
 - 3.4.12 provide any additional information and/or documentation as requested by the Society;
 - 3.4.13 act in accordance with the FCA's principle on Consumer Duty;
 - 3.4.14 act in accordance with the FCA principle on Treating Customers Fairly;
 - 3.4.15 follow the FCA's guidance on Vulnerable Customers and take all reasonable steps to embed the guidance into its processes and procedures. Including, but not limited to:
 - 3.4.15.1 identifying and recognising Vulnerable Customers who may need additional support in understanding and completing their customer journey;
 - 3.4.15.2 taking adequate steps to ensure any vulnerabilities have been identified and addressed during the advice and recommendation process; and
 - 3.4.15.3 where applicable, inform the Society of any additional needs, support or services as required by a Vulnerable Customer.
- The Society may contact the Intermediary and/or the Customer directly to discuss the support of any Vulnerable Customers
- 3.5 The Intermediary shall not:
- 3.5.1 misrepresent the terms of any Mortgage Product;
 - 3.5.2 make or purport to make any representations or warranties on behalf of the Society;
 - 3.5.3 do anything that would result in the Society being in breach of any Applicable Law or Regulatory Requirement.
- 3.6 For the avoidance of doubt, the Intermediary's appointment is limited to:
- 3.6.1 providing the Services solely within the United Kingdom and in accordance with these Terms, the Agreement and all Applicable Laws and Regulatory Requirements;
 - 3.6.2 providing the Society with all relevant and appropriate documentation to allow the Society to consider and process Mortgage Applications submitted by the Intermediary on behalf of the Customer, using only materials provided or approved by the Society; and
 - 3.6.3 processing and submitting to the Society promptly all Mortgage Applications, without amendment of any kind.

4. THE SOCIETY'S OBLIGATIONS

- 4.1 The Society will provide, and be responsible for, the administration and processing of the Mortgage Products, and all relevant terms and conditions attached thereto.
- 4.2 The Society shall direct the Intermediary to an electronic sourcing system in order for the Intermediary to retrieve the necessary documentation to facilitate the Intermediary's provision of the Services. If the electronic sourcing system is not available for whatever reason, the Society may at its sole discretion provide documentation to the Intermediary by other appropriate means.

- 4.3 The Society may, in its sole and absolute discretion, refuse, cancel or amend any Mortgage Application received from the Intermediary. The Society is not obliged to provide a reason for any decision it reaches.
- 4.4 Mortgage Products are subject to availability and the Society may withdraw or amend any Mortgage Product at any time without notice.
- 4.5 The Society agrees that, during the Restricted Period, it shall not contact any Customer for the purposes of promoting any other product whatsoever without the Intermediary's prior written consent.
- 4.6 Nothing in clause 4.5 shall prevent the Society from marketing or offering any of its products or services where the Customer has directly approached the Society, or has requested details of a specific product, or has been referred to the Society by a third party.
- 4.7 Nothing in clause 4.5 shall prevent the Society from corresponding at any time with the Customer regarding the ongoing administration of a purchased Mortgage Product.
- 6.3 Commission becomes due and payable by the Society 21 days after the Date of Completion.
- 6.4 The Society will have no obligation to pay any relevant Commission in the following events:
 - 6.4.1 The Society is prevented from making the payment by operation of any Applicable Law or the decision of any Regulatory Body;
 - 6.4.2 There is evidence from which it is reasonable to conclude that the Intermediary or the Customer may have behaved fraudulently;
 - 6.4.3 the Mortgage Advance made available to the Customer pursuant to the relevant Mortgage Offer is returned by the Customer within 14 days of the Date of Completion;
 - 6.4.4 the Intermediary does not disclose its entitlement to the Commission to the Customer in the course of providing the Services; or
 - 6.4.5 The Intermediary is in material breach of these Terms.

5. COMPLAINTS

- 5.1 All complaints relating to:
 - 5.1.1 the Intermediary and/or the Intermediary's business which are received by the Society shall be referred to the Intermediary for handling; and
 - 5.1.2 the Society and/or the Society's business which are received by the Intermediary shall be referred to the Society.

6. COMMISSION, FEES AND CHARGES

- 6.1 Subject to the exclusions set out within clause 6.4 of these Terms, in consideration of the performance by the Intermediary of its obligations under these Terms and the Agreement, the Society shall pay the Commission, at such rate as the Society shall determine from time to time via the agreed payment route in accordance with these Terms and the Agreement, provided that all the following conditions are fully satisfied:
 - 6.1.1 the Intermediary has made a Mortgage Application in relation to a Mortgage Product on behalf of the Customer;
 - 6.1.2 the Society has identified the Mortgage Application as being generated through the Intermediary;
 - 6.1.3 the Society has delivered a Mortgage Offer to the relevant Customer;
 - 6.1.4 the Customer has accepted the Mortgage Offer and the Mortgage Advance referred to in the Mortgage Offer has been made and the associated funds have been released.
- 6.2 The parties agree that the Commission is the only fee payable by the Society under these Terms and the Agreement (and is inclusive of any value added tax or equivalent tax).
- 6.5 the Society reserves the right to suspend payment of any Commission due under these Terms and Agreement in the event that:
 - 6.5.1 the Intermediary suffers an Insolvency Event; or
 - 6.5.2 the Intermediary has any regulatory proceedings or investigations commenced against them.
- 6.6 If any of the circumstances under clause 6.4.1 to 6.4.3 have occurred, any Commission already paid by the Society in respect of an associated Mortgage Application must be immediately refunded by the recipient in line with these Terms and those of the Agreement upon the request of the Society.
- 6.7 The Society shall not accept any business from, nor will it pay any Commission if the Intermediary does not hold the appropriate Permissions or that does not comply at any time with Applicable Law or Regulatory Requirements.
- 6.8 In the event that the Intermediary ceases to be authorised by the FCA during the Term, the Society shall pay the Commission due under these Terms and the Agreement for any successful Mortgage Application where the Intermediary held valid authorisation on the Date of Completion.
- 6.9 In accordance with clause 6.8, for the avoidance of doubt, the Society shall not pay Commission due under these Terms and the Agreement on any mortgages where the Intermediary's authorisation was revoked on or before the Date of Completion;
- 6.10 The Society shall be entitled to set off any outstanding Commission due under these Terms and Agreement against any debt owed to the Society in connection with these Terms or the Agreement.

7. DATA PROTECTION

- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace either party's obligations under Data Protection Legislation.
- 7.2 The parties understand and acknowledge that each party is a separate and independent Data Controller in respect of any Personal Data processed in connection with the performance of their obligations under or in connection with these Terms and the Agreement and it is not intended that either party shall act as a Data Processor for the other party in respect of any Personal Data processed in connection with the Agreement.
- 7.3 To the extent that a party to the Agreement transfers Personal Data to the other party, the transferring party shall ensure that it has a fair and lawful basis for transferring Personal Data to the other party and for that other party to process the Personal Data for the purposes contemplated by the Agreement.
- 7.4 Except where disclosure is required under any Regulatory Requirements, the Intermediary specifically undertakes at all times to:
 - 7.4.1 keep confidential any of the Society's Confidential Information (including but not limited to Customer data, these Terms, any lists or specific Customer details, and information relating to the Society's business or affairs); and
 - 7.4.2 not disclose (whether or not for profit) such lists or information to any competitor of the Society or any other business, person or organisation during the Term, or at any time following the date of termination of the Agreement.

8. LIABILITY

- 8.1 The entire liability of the Society to the Intermediary under or in connection with the Agreement shall be limited to an amount equal to the total amount of Commission paid to the Intermediary in the previous year.
- 8.2 The Intermediary agrees to indemnify and keep the Society fully and effectually indemnified from and against any loss, claim, damage, reasonable expense, cost, award or liability whatsoever, incurred or suffered by the Society as a result of negligence, fraud or any default by the Intermediary (or its employers, agents or representatives) of its obligations, however arising, under these Terms or the Agreement.
- 8.3 Except in respect of death or personal injury caused by the Society's negligence, or as expressly provided in these Terms or the Agreement, the Society shall not be liable to the Intermediary by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Terms or the Agreement, for any loss of anticipated savings, business revenues or profits (whether categorised as direct or indirect), or any indirect, special or consequential loss (including losses arising

from business interruption, wasted management time, loss of goodwill, data and all other such loss whether or not arising in the normal course of business), damages, costs, expenses or other claims.

- 8.4 The invalidity, illegality or unenforceability of any provision of clause 8 shall not affect or impair the continuation in force of the remainder of clause 8 or these Terms.

9. TERMINATION

- 9.1 The Agreement may be terminated:
 - 9.1.1 by either party at any time upon giving notice in writing; or
 - 9.1.2 in accordance with clauses 9.2 and 9.3 of these Terms.
- 9.2 The Society will have the right to cancel the Agreement with immediate effect in the event that:
 - 9.2.1 the Intermediary commits any act of dishonesty, fraud or malpractice;
 - 9.2.2 the Intermediary breaches any of these Terms;
 - 9.2.3 the Intermediary engages in any conduct which could be deemed prejudicial to the interest or reputation of the Society;
 - 9.2.4 the Intermediary fails or ceases to hold the appropriate Permissions, or does not comply with Applicable Law or Regulatory Requirements at any time.; or
 - 9.2.5 the Intermediary is subject to investigation or discipline by the FCA or other Regulatory Body.
- 9.3 The Agreement will automatically come to an end in the event of:
 - 9.3.1 the Intermediary's death;
 - 9.3.2 the Intermediary's bankruptcy;
 - 9.3.3 the Intermediary's winding up;
 - 9.3.4 a petition by the Intermediary's creditors;
 - 9.3.5 the Intermediary entering into arrangement with its creditors; or
 - 9.3.6 any change of control or ownership of the Intermediary.
- 9.4 Following termination of the Agreement, the Society:
 - 9.4.1 will not accept any further Mortgage Applications from the Intermediary;
 - 9.4.2 may, at its sole discretion process Mortgage Applications received prior to the date of termination; and
 - 9.4.3 subject to clause 6, shall pay all Commission properly due in respect of Mortgage Applications received from the Intermediary before the date of termination of the Agreement.
- 9.5 Following termination of the Agreement, the Intermediary:
 - 9.5.1 will provide the Society with such reasonable assistance as may be required to ensure the efficient transfer of Mortgage Applications from the Intermediary; and

- 9.5.2 will return to the Society (or delete upon the Society's request) all Confidential Information in the Intermediary's possession.

10 NOTICES

- 10.1 Any notice given to a party under or in connection with these Terms shall be:
- 10.1.1 in writing and delivered by hand or by pre-paid first-class post or other next Working Day delivery service to the receiving party's registered address, or to an address otherwise notified in writing to the other party; or
- 10.1.2 sent by email:
- 10.1.2.1 to the Society at Intermediaries@newcastle.co.uk; or
- 10.1.2.2 to the Intermediary at the email address confirmed by the Intermediary.
- 10.2 Any notice shall be deemed to have been received:
- 10.2.1 if delivered by hand, at the time the notice is left at the proper address; or
- 10.2.2 if sent by pre-paid first-class post or other next Working Day delivery service, at 9:00am on the second Working Day after posting; or
- 10.2.3 If sent by email, at the time of transmission, or, if this time falls outside of usual working hours, at 9:00am on the next Working Day.
- 10.3 This clause does not apply to the service of any proceedings or documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. ASSIGNMENT

- 11.1 The Society may assign, transfer, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under or arising out of these Terms.
- 11.2 The Intermediary shall not assign, transfer, sub-contract or delegate any of its obligations under the Agreement to a third party without the prior written consent of the Society.

12. THIRD PARTIES

- 12.1 Any person who is not a party to the Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 12.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these Terms is not subject to the consent of any person that is not a party to the Agreement.

13. INTELLECTUAL PROPERTY

- 13.1 Except where expressly agreed between the parties, neither party shall use the Intellectual Property of the other party without written approval, and then only to the extent expressly agreed and in the manner approved.

- 13.2 The Intermediary acknowledges that all Intellectual Property in the Mortgage Products and all marketing materials supplied by the Society shall remain at all times with the Society and/or the Society's licensor's.

- 13.3 The Intermediary shall not use the Society's Intellectual Property in any of its promotional material without prior written consent from the Society.

- 13.4 The Intermediary may display and distribute materials provided by the Society promoting the Mortgage Products and may advertise the Mortgage Products on the Society's behalf with the Society's prior written authorisation.

14. VARIATION

- 14.1 The Society reserves the right to vary, supplement or cancel any provision contained in these Terms upon written notice to the Intermediary.

15. ANTI-BRIBERY

- 15.1 The Intermediary shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- 15.2 The Intermediary shall have and maintain in place throughout the Term its own policies and procedures, including (but not limited to) adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements and will enforce them where appropriate;
- 15.3 The Intermediary shall promptly report to the Society any request or demand for any undue financial or other advantage of any kind received by the Intermediary in connection with the performance of these Terms.
- 15.4 The Intermediary shall ensure that any person associated with the Intermediary who performs services in connection with these Terms complies with terms equivalent to those imposed on the Intermediary in this clause 15.
- 15.5 For the purposes of this clause 15, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010.

16. MODERN SLAVERY AND ANTI-FACILITATION OF TAX EVASION

- 16.1 The Intermediary undertakes, warrants and represents that neither the Intermediary nor any of its officers, employees, agents or subcontractors has:
- 16.1.1 committed an offence under the Modern Slavery Act 2015; or
- 16.1.2 been notified that it is subject to an investigation relating to an alleged Modern Slavery Act offence or prosecution under the Modern Slavery Act 2015; or
- 16.1.3 is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged Modern Slavery Act Offence or prosecution under the Modern Slavery Act 2015.

- 16.2 The Intermediary shall:
- 16.2.1 in performing its obligations under these Terms and the Agreement, comply with all applicable anti-slavery and human trafficking laws from time to time in force including, but not limited to, the Modern Slavery Act 2015;
 - 16.2.2 include in contracts with its direct subcontractors and suppliers' provisions regarding anti-slavery which are at least equivalent to those set out in this clause 16; and
 - 16.2.3 notify the Society immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of the Intermediaries obligations under this clause 16. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Intermediaries obligations.
- 16.3 The Intermediary shall:
- 16.3.1 not engage in any activity, practice or conduct which would constitute either a UK tax facilitation offence under section 45(5) of the Criminal Finances Act 2017 or a foreign tax facilitation offence under section 46(6) of the Criminal Finances Act 2017;
 - 16.3.2 have and maintain in place throughout the Term such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Intermediary) and to ensure compliance with its obligations under clause 16.3.1; and
 - 16.3.3 promptly report to the Society any demand or request from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this Agreement.
- 16.4 For the purposes of clause 16.3, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Intermediary shall include any subcontractor of the Intermediary.

17. LAW AND JURISDICTION

- 17.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.
- 17.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms.

newcastleforintermediaries.co.uk

Newcastle Building Society Principal Office:
1 Cobalt Park Way, Wallsend, NE28 9EJ.

Newcastle Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Newcastle Building Society is entered in the Financial Services Register under number 156058. Call 0345 734 4345 or visit us online www.newcastle.co.uk
Details are correct as at (13.03.26)

