

Declaration made in connection with the application referred to below

By signing this document each person that has signed this Declaration as an applicant declares, consents, acknowledges and confirms (in each case for him/herself and on behalf of each other person, if any, falling within the definition of 'you' in section 1 below) to 'us' as follows:

1. Meaning of words used in this document:

- **you** and **your** means each person that has signed this declaration as an applicant and each person that is to be a borrower in respect of the mortgage advance that is the subject of the application;
- **we, us** and **our** means The Mortgage Lender Limited (registered in England and Wales as company number 9280057) and anyone who at any time in the future is entitled (as legal, equitable or beneficial owner) to all or any of The Mortgage Lender Limited's rights under any agreement with you (including as a result of a transfer referred to in section 6 below);
- **application** means the application to us by you for a mortgage advance, including this declaration, the application form and any supporting documentation, to be secured on a property that is to be used solely for residential purposes;
- **information** means the information provided to or received by us (whether or not by, or from and / or relating to, you or any other person) in or in connection with the application (including enquiries or searches made by or on behalf of us); and
- **loan** means any mortgage advance that we provide to you.

2. Notices and consents relating to use of your information

DISCLOSURE - DATA PROTECTION ACT 1998

🔒 IMPORTANT- USE OF YOUR INFORMATION

You have a right to know how we use your personal information. Please carefully read and understand this section. If you sign this document you are consenting to the use of your information as set out in this document.

Credit decisions and the prevention of fraud and money laundering

We may use credit reference and fraud prevention agencies to help us make decisions. A short guide to what we do and how both we and credit reference and fraud prevention agencies will use your information is detailed in section 2.3 below called: A condensed guide to the use of your personal information by ourselves and at Credit Reference and Fraud Prevention Agencies. If you would like to read the full details of how your data may be used please visit our website at www.themortgagelender.com or please contact our Data Protection Officer (see section 2.4 below). By confirming your agreement to proceed you are accepting that we may each use your information in this way.

2.1. We may hold information in our records or with persons providing storage facilities and use and disclose information:

- a) to process, obtain and check other information, manage your account and administer any product or services that we provide you with or at your request or otherwise;
- b) to perform obligations or exercise rights that we may have under any agreement with you;
- c) for the purposes of market research, statistical and business analysis and creating and maintaining a customer profile;
- d) to assess this and further applications from you or other members of your household for this and other products and / or services and make decisions on questions about any such application(s), any agreement or correspondence which you may have with us; and / or
- e) with the intention of preventing, detecting, prosecuting or mitigating the consequences of fraud and money laundering or other crimes, trace debt and recover debt and to comply with applicable law and regulations.

2.2. We may disclose any information to and make enquiries to:

- a) any person (including any actual or potential party, that party's professional advisers and any rating agency) in connection with any actual or potential transfer (see section 6 below) and each such person may also rely upon the truth, completeness and accuracy of the information and may use the information for the purposes and as otherwise described in this document;
- b) any other party to any agreement with you and / or any other person with whom we have entered into or made and/or consider entering into or making any other arrangement in connection with any agreement with you (including in connection with the provision of funding to us);
- c) insurers of any asset securing or proposed to secure your liabilities;
- d) financial and other organisations involved in fraud prevention to prevent or detect fraud and protect themselves and their customers or to assist in verifying your identity;
- e) agents or contractors appointed to administer or operate your account or any agreement with you on behalf of us or otherwise to provide services to or on behalf of us for which such agents or contractors will have access to information;
- f) persons (including brokers, agents and solicitors) assisting you from time to time in connection with any agreement with you;
- g) market research organisations for the purpose of confidential market research conducted on behalf of us;
- h) the Electoral Register, any relevant legal and regulatory authorities and any other body having a legal right to access the information and anyone you authorise us to give information to;
- i) any person including (without limitation) current and previous lenders, other creditors, current and previous employers, landlords, accountants solicitors, bankers, registries, government bodies in the processing of any information and the administration of, or exercising our rights under, any agreement with you; and
- j) any credit reference agencies, debt recovery agencies, tracing agencies and fraud prevention agencies (any of whom may keep a copy of such enquiry whether or not your application proceeds and this will be seen by other organisations that make searches).

2.3 A condensed guide to the use of your personal information by ourselves and at Credit Reference and Fraud Prevention Agencies

When you apply to us for a mortgage advance, we will check the following records about you and others (see below):

- our own;
- those at credit reference agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. They supply to us both public (including the electoral register) and shared credit and fraud prevention information.
- those at fraud prevention agencies (FPAs).

We will make checks such as: assessing this application for credit and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your account with us.

In considering your mortgage application, we will search your record at credit reference agencies and fraud prevention agencies who will supply us with information, including information from the Electoral Register. The agencies will record this search whether or not this application proceeds. Information which is provided to us and/or the credit reference agencies about you and those with whom you are linked financially, may be used by us and other companies if credit decisions are made about you, or other members of your household.

If you are making a joint application or tell us that you have a spouse or financial associate, we will link your records together so you must be sure that you have their agreement to disclose information about them. CRAs also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

Information on applications will be sent to CRAs and will be recorded by them. Where you borrow from us, we will give details of your account and how you manage it to CRAs. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.

If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to FPAs and other organisations to prevent fraud and money laundering. If you have borrowed from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.

We and other organisations may access and use from other countries the information recorded by FPAs.

Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

2.4 How to find out more

This is a condensed version and if you would like to read the full details of how your data may be used please visit our website at www.themortgagelender.com or please contact our Data Protection Officer (see below).

You can contact the CRAs currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

- CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 060 1414 or log on to www.callcredit.co.uk
- Equifax PLC, Credit File Advice Centre, PO Box 1140, Bradford, BD1 5US or call 0844 335 0550 or log on to www.equifax.co.uk
- Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 481 8000 or log on to www.experian.co.uk.

Please contact our Data Protection Officer (see 2.10 below) if you want to receive details of the relevant FPAs.

CRAs may use credit scoring methods to assess the information and to verify your identity.

You explicitly consent to the processing of sensitive personal data about you contained within the information for the purpose of processing the information. Sensitive data comprises information relating to your racial or ethnic origin, political opinions, religious or other beliefs, trade union membership, health, sex life and commission of offences or court proceedings.

Information may be disclosed to, and your name may be passed to, lenders and other creditors by being placed on the Council of Mortgage Lender's Possessions Register or any other registries or databases in which any of you have assets and / or are resident. If details of default are given to certain persons (including lenders, providers of finance, FPAs and CRAs) this may affect your ability to obtain further credit.

If you give false or inaccurate information and we or other organisations suspect fraud, this may be recorded. We and other persons may use this information, if decisions are made about you or others at your address(es), on credit or credit related services or motor, household, credit, life or any other insurance facilities and for debt tracing, claims assessment and to verify identities.

Telephone calls and other communications to us may be recorded and / or monitored for security, quality and / or training purposes. Any recordings remain our sole property.

We may transfer information for use in the ways described in this document to countries outside the European Economic Area which may not have the same level of legal protection as countries within it.

You understand that under applicable data protection law you may make a written request for a copy of certain personal data that we hold about you and to ask for any inaccurate details to be amended. We may make a charge for this. If you wish to exercise this right you should write to our Data Protection Officer at The Mortgage Lender Limited, PO Box 27135, Glasgow G1 9EG.

3. Some aspects of the application

The mortgage will be regulated by the Financial Conduct Authority.

You are over 18 years of age.

The mortgage property is to be used solely for residential purposes

The property will be valued to ensure it provides us with suitable security for the mortgage loan you have requested. We will obtain this valuation report from an independent valuer. This valuer is not connected with us, but is on our panel of approved surveyors and valuers. Although we will provide you with a copy of the mortgage valuation report, this is for your information only and you should not rely on it in any way when you are deciding whether to go ahead with the purchase or remortgage of the property. You should obtain your own valuation report as part of a more detailed report on the condition and the value of the property.

4. English language

We will only communicate with you, provide information to you and enter into agreements with you in English.

5. Assessment and indications

We may use a credit scoring or other automated decision-making system in assessing information and we may decline your application or withdraw or revise any indication to you that we are willing 'in principle' to enter into a loan agreement, or propose to enter into a loan agreement, without giving any reason whatsoever. If we make you a mortgage offer, it will be valid for a seven day reflection period. Following the reflection period we may cancel the offer at our discretion.

6. Consent to transfers

At any time and from time to time, we can enter into and make a transfer (being a transfer, assignment or assignation (whether absolute or by way of security), mortgage, charge, standard security, creation of trust over, agreement to sell or other disposal (in law or in equity or beneficially) of all or any of our rights, title, interests, benefits and obligations in respect of all or any of the information and / or this document and/or any mortgage you have as a result of this application) without any further consent from or notice to you.

A transfer will not change your rights and guarantees in relation to the information and / or this document and will not change the terms and conditions relating to the information and / or this document and/or any mortgage you have as a result of this application.

7. Applicable law

This document and our dealings with you with a view to entering into this document, the loan and other related agreements, and any non-contractual aspects arising in connection with this document or those dealings, are governed by English law subject to the exclusive jurisdiction of the English courts (if the security property is in England or Wales) or Scots law subject to the exclusive jurisdiction of the Scottish courts (if the security property is located in Scotland).

8. Complaints

If you have a complaint about your mortgage or about any other aspect of our documentation or conduct then we urge you to contact us. You can contact us by phone, in person or in writing either by post or email. Details of our complaint handling procedures can be obtained from The Mortgage Lender Limited, PO Box 27135, Glasgow G1 9EG or by telephone or email using the details on our website – www.themortgagelender.com. You may also refer your complaint to the Financial Ombudsman Service. Details are available on our website, or the Financial Ombudsman site which is <http://www.financial-ombudsman.org.uk>

By signing below, you are confirming the following and making your application for your mortgage on this basis.

Each of you has personally read and checked all the information provided in the application and confirm that we can rely on it when deciding whether to make you a mortgage offer.

The information will be used to assess the affordability of the mortgage advance and you are aware of the monthly payments for the advance and know these can change and are satisfied that these are affordable to you.

You agree to supply any additional information that we may request in order to proceed with the application.

All of the information is true, accurate and complete and is not ambiguous or misleading. You have not withheld or concealed anything which adversely affects and / or is reasonably likely to adversely affect those things or our assessment and / or any information.

It is an offence to knowingly make a false, inaccurate or misleading declaration as part of the application. If you make a false declaration you may face criminal prosecution and/or civil action in respect of any losses incurred by us.

You shall let us know at once (and provide us with full details) if you become aware that any information is or becomes wrong or out of date or if anything changes in any way which adversely affects and/or is reasonably likely to:

- render any information ambiguous and/or misleading; or
- adversely affect the truth, accuracy and/or completeness of the information or our assessment of you and / or any information.

You have, and are entitled to have, the consent of each person to disclose information relating to that person that you have provided in, or in connection with, your application, or which you otherwise provide to us, which may be used as indicated in this document.

Where you have asked a person (other than a member of our staff) for advice and / or a recommendation about this application, that person (not us) is responsible to you for any advice which that person gives or any recommendation which that person makes. You must notify that person of any material changes to the information in order that such person can provide you with updated advice and recommendations. You confirm that you have not received any advice or any recommendation from us in connection with this application.

Where a third party is acting on your behalf in the application and where you have supplied information to that third party in connection with the application, you consent to your details being manually inputted and transmitted electronically to us.

If any information provided by you is incorrect you will make good any loss which we may suffer by acting in reliance upon that information.

If the application is successful the provisions of this Declaration will continue to apply after the completion of the mortgage.

From time to time we, other associated companies, or carefully selected third parties, may wish to contact you with details of our products and services or those of such other companies or parties. You may be contacted in each case by email, telephone, SMS or post. If you want to receive details of these products and services please mark the relevant box(es):

Applicant 1		Applicant 2	
From us and associates	<input type="checkbox"/>	From third parties	<input type="checkbox"/>
Email	<input type="checkbox"/>	Email	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	Telephone	<input type="checkbox"/>
SMS	<input type="checkbox"/>	SMS	<input type="checkbox"/>
Post	<input type="checkbox"/>	Post	<input type="checkbox"/>

If you mark a box, you consent to receive details of the relevant products and services.

At any time you may change your preferences by writing to our Customer Services Department, The Mortgage Lender Limited, PO Box 27135, Glasgow G1 9EG and / or register your telephone number under the Telephone Preference Service by calling 0845 070 0707 and/or register your address with the Mailing Preference Service by calling 020 7291 3310.

<p>This is an important legal document.</p> <p>You should not sign this document unless you have checked each answer carefully and have ensured that each answer is accurate and complete (especially if this or any other document was completed by someone else).</p> <p>You should not sign this document unless: you have read and understood this document and any other accompanying documents and you have obtained such advice as you consider appropriate and then decided that you want to be bound by this document.</p> <p>YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE</p>	
Signed by Applicant 1:	Signed by Applicant 2:
Full Name of Applicant 1:	Full Name of Applicant 2:
Date:	Date: