

USES OF DATA

A QUALITY SERVICE

We place paramount importance on customer service and aim to meet your expectations on every occasion.

To achieve this aim we need accurate personal information about you. Please help us take prompt and efficient action by informing us of any changes to your personal circumstances by writing to us. We have a legal obligation under the Data Protection Act to ensure that all information held and processed about you complies with the principles of the Act. The Act requires all personal information to be treated in the strictest confidence and to be used only for purposes of which you are aware.

CONFIDENTIALITY

We and the lender will treat all your personal information as private and confidential (even when you are no longer a customer). Nothing about your accounts nor your name or address will be disclosed to anyone other than in four exceptional circumstances permitted by law. These cases are:

1. where we are legally compelled to do so;
2. where there is a duty to the public to disclose;
3. where disclosure is required to protect our interest;

(This will not be used as a reason for disclosing information about you or your accounts, including your name and address to anyone else for marketing purposes).

4. where disclosure is made at your request or with your consent.

(this can be either as a result of an application for a product or service or by signing an explicit declaration as part of the application. Consent does not need to be in writing if the service is provided over the telephone)

From time to time we are employed as agents or sub-contractors to process your information on the lenders behalf. The same duty of security and confidentiality will apply to us and all processing will only be carried out under the lenders instruction and will be supported by a written contract between the lender and ourselves.

USING YOUR PERSONAL INFORMATION

Providing the service for which you have applied

Your details will be used in providing the service you applied for and for the ongoing administration of the service. If you are taking out insurance, your details will be passed to the insurer for this purpose. If you make a claim, any information you provide to the insurers may be put onto a register of claims through which insurers share such information to prevent fraudulent claims. A list of the participants and address of the operator are available from the insurers.

KEEPING YOU INFORMED

There may be times when we or the lender feel that a service or product offered by us or a selected third party may benefit you. We or the lender may use information we obtain from your account transactions in this decision making process. To make you aware of the service or product we or a selected third party may contact you by mail, telephone, fax, e-mail or other reasonable method to give you further details so that you can make an informed choice.

You are of course, under no obligation to apply for any of the services or products offered. If you prefer not to receive any of this information, please write to us, the lender or the selected third party. We will only contact you by fax where you have given us your explicit consent.

RESEARCH AND STATISTICAL ANALYSIS

We and the lender will use your details to assist us in understanding individual needs and business trends in order to improve the products and services offered.

PROTECTING CUSTOMERS

The lender will always try to protect you from entering into any agreement that may not be in your best interest. When you apply for credit they may use a process known as Credit Scoring. This will help them to assess your application to ensure that you are able to repay the borrowing comfortably and fulfil their duty to you as a reasonable lender. Declined applications based on this automated technique can be reviewed manually on request. In considering your application we and the lender will search your record at Credit Reference Agencies.

They will add to your credit file details of the search and your application and this will be seen by other organisations that make searches. We and the lender will also add to your record with the Credit Reference Agencies details of your agreement, the payment you make under it, any default or failure to keep to its terms and any change of address you fail to tell the lender about where a payment is overdue. Where you borrow or may borrow from the Lender, they may give details of your account and how you manage it (whether or not in default) to credit reference agencies.

If you borrow and do not repay in full and on time, the Lender may tell credit reference agencies and/or the Council of Mortgage Lenders' Possessions Register who will record the outstanding debt. It is important that you give accurate information. We and the lender will check your details with fraud prevention agencies and if you give false or inaccurate information and where there is suspicion of fraud the lender will record this.

We and the lender and other organisations may use and search these records to:

Help make decisions about credit and credit related services for you and members of your household.

Help make decisions on motor, household, credit life and other insurance proposals and insurance claims, for you and members of your household. Trace debtors, recover debt, prevent fraud and to manage your accounts or insurance policies; Check your identity to prevent money laundering, unless we are furnished with other satisfactory proof of identity.

For these purposes we or they may make further searches. The Credit Reference Agencies and Fraud Prevention Agencies will also use the records for statistical analysis about credit and about insurance and fraud. If you have experienced problems obtaining credit we recommend you request a copy of your credit file from the Credit Reference Agencies. They will charge for this service. Their addresses are shown below.

INTRODUCERS

Where your business has been introduced to us from a third party, we will pass back information about you and your agreement that may be necessary for the purpose of administration, payment or settlement. The person who introduces you to us may use this information for marketing purposes but only with your consent.

SENSITIVE DATA

Certain information collected by us and the lender may be classified as sensitive and we and or the lender can only use this information when we have explicit consent. This data relates to racial or ethnic origin, political opinions or religious beliefs, trade union membership, physical or mental health, sexual life, criminal proceedings and offences and will only be processed in order to provide the service requested.

THE DETAILS HELD

These uses of your personal information are covered by our and the lenders notification under the Data Protection Act. Under the terms of the Act, you have the right to obtain a copy of the information held about you, upon payment of the appropriate fee.

We hope that you have found the information of interest. Please be assured that we and the lender will actively review your personal information, please do not hesitate to contact us at any time.

CREDIT REFERENCE AGENCIES' ADDRESSES

If you would like a copy of your credit file, please write to the following enclosing a cheque or postal order for £2 or log onto their websites. You will need to tell them your full name and address(es) for the last six years.

EXPERIAN LIMITED	EQUIFAX
Consumer Help Service	Credit File Advice Centre
PO Box 8000	PO Box 1140
Nottingham	Bradford
NG80 7WF	BD1 5US
Tel: 0870 241 6212	Tel: 08705 143700
www.experian.co.uk	www.equifax.co.uk

FOR BUSINESS CUSTOMERS

The Data Protection Act does not apply to companies in themselves but it does extend to sole traders and partnerships. When an application is received from a business, in addition to the above information, information may be sought from Credit Reference Agencies on the company directors and/or partners as individuals.

MARKETING

From time to time the Lender may wish to contact you regarding other products and services that may be of interest to you. By ticking this box I/we agree to receive details of products and services offered by the Lender by mail, telephone, e-mail or fax. I/We understand that if I/we do not wish to receive further information regarding such services and products I/we may write to the Lender and its records will be amended accordingly.

DECLARATION

Important Note: This application must be signed by the applicant(s) in person.

I/We declare for the benefit of AToM and the lender, it's successors in title and assignees (whether legal or equitable or whether by absolute assignment or by way of novation or by way of security only) or those deriving title through it that:

1. I am/We are 18 years of age or over and the information set out this form has been completed by myself/ourselves personally or at my/our dictation and I/we have read and checked every answer and is, to the best of my/our knowledge and belief true and complete and contains no material omission, and all material information as explained above has been disclosed and forms part of the terms of my/our mortgage.
2. I/We will advise AToM and/or the lender in writing should any information on this form change or there are any changes in the proposed occupants or any changes in my/our circumstances before completion which effect the information I/we have given.
3. I/We authorise AToM and the lender and it's agents and distributors and their representatives to obtain any information about me which they consider appropriate to my mortgage application and I/we authorise the giving of this information for the purpose of confirmation, credit assessment and credit scoring from my/our employer(s), bank(ers), accountants, previous mortgage lender(s), landlords, credit reference agencies, government bodies or such other parties as may be considered appropriate and I/we give my/our consent that such information may be disclosed to AToM and the lender. In addition AToM and the lender may make such enquiries as they consider appropriate about me/us and I/we will be responsible for all fees or charges incurred.
4. I/We understand that the company will carry out an identification check on me/us and that the agency who the company will instruct to carry out this check and who supply the company with the results will record details of the check whether or not my/our application proceeds.
5. I/We understand that a false or misleading declaration or the withholding of relevant information may forfeit any mortgage offer. I/we also understand that the lender may, at any time and without stating a reason, withdraw, cancel or revise any mortgage offer it may make.
6. I/We understand that AToM is not an Agent of the Lender and does not have any authority to commit the Lender to any binding agreement.
7. I/We acknowledge that the lender is entitled to make such arrangements as it may think fit with third parties to protect itself against any failure by me/us to pay the mortgage loan, and that any such arrangement will be for the lenders benefit and not mine/ours. I/We further acknowledge that the lender may pass to such third parties any information contained in this application or such application itself together with any relevant supporting documentation.
8. Any monthly payments that are made by one of joint borrowers may be treated as made for and on behalf of the other joint borrowers. If the mortgage is in joint names each will be liable to the lender for the full amount of the mortgage.
9. I/We hereby authorise my/our solicitors/licensed conveyancer acting on my/our behalf to disclose all information relevant to the lenders decision to lend to the lender and I/We authorise the lender to disclose to my solicitors/licensed conveyancer any information relating to the whole transaction, not just the mortgage. I/We also waive the right to claim Solicitor/Client confidentiality or legal privilege in respect of the transaction of which the mortgage forms, or is to form a part.
10. Telephone calls may be monitored or recorded for security and training purposes.
11. I/We certify that if I/we have applied for a product which either does not require me/us to disclose my/our income, or which permits me/us to self-certify my/our income, I/we understand my/our obligations and I/we have sufficient income to support the loan requested, and, if applicable, that the income declared is a true assessment of my/our total annual income.
12. I/We acknowledge the way an interest only mortgage works and that the balance of my/our mortgage will not reduce over the term of the mortgage and it will be my/our responsibility to repay the loan from other sources at maturity of the loan. (This applies only to applicants who are taking out an interest only mortgage).

AUTHORITY

13. I/We acknowledge that the lender may at its sole discretion transfer the loan and any related security, or the benefit of all or any of them, or grant security to any other party over them or the benefit of all or any of them without notice to me/us, and in so far as my/our consent may at any time be required I/we hereby irrevocably consent to such a transfer or grant. I/We also agree that the lender may supply any information or documents at any time to any person or company with whom it is considering entering into any contractual arrangements for the assignment, mortgage or other dealing affecting the loan or related security, or to the provider of any funds to the lender in connection with the loans made by it and any such person, company or provider may rely on the truth and accuracy of the information contained in this application. I/We acknowledge that the lender and its successors in title and assigns may in due course raise finance on any mortgage they may make to me/us and may transfer, assign or otherwise dispose of the benefits of such mortgage together with the charge and policies of life assurance and their related security securing it and I/we hereby consent to each such transfer or assignment. I/We agree that the lender may, without notice, transfer or assign, either in whole or in part any loan, mortgage or security for the repayment of any loan or mortgage made in connection with this application to its successors and assigns which include, without limitation, its legal and equitable assigns whether by way of absolute assignment or by way of security only and those deriving title under it or them. I/We understand that the lender may provide details of my/our account to prospective successors and/or assigns in order that they may conduct due diligence checks prior to any transfer taking place. I/We understand that such checks may involve my/our personal data being passed to third parties, including, but not limited to, credit reference agencies for the purpose of quality analysis.
14. I/We understand that once my/our loan, mortgage or security for the repayment of any loan or mortgage made in connection with this application has been transferred or assigned, the Company may obtain information and data from the new lender about my/our loan, mortgage or security for the repayment of any loan or mortgage account to assist in statistical research relating to credit scoring or the investigation and resolution of complaints. I/We understand that this information will be obtained from the new lender and I/we consent to the Company using my/our data in this way.
15. I/We understand that the lender may outsource the administration of my/our mortgage account to a third party. I/We authorise the lender to give, send and receive information and personal data to/from any such third party for the purpose of administering my/our mortgage account.

DATA PROTECTION

By signing this document:

16. I/We confirm that I/we have read the "Uses of Data" sheet in this application form and agree that the

information I/we have provided in this application and any other information relating to my/our account/s may be processed and disclosed in the ways described.

17. I/We agree that my/our personal data may be shared with any company from time to time forming part of the same group as the lender, the introducer and any associated companies and insurers who may also use it in the ways described in the information sheet "Uses of Data".
 18. I/We agree that information on the performance of my/our account/s may be shared with credit reference agencies and may be used by other lenders for credit assessment.
 19. I/We agree that any sensitive information obtained will only be processed in order to provide the service requested.
 20. (For Sole Applicants) Information held about you by the Credit Reference Agencies may be linked to records relating to your partner. For the purposes of this application you and your partner are financially independent and you request that your application be assessed without reference to any 'associated' records, although you recognise that this may adversely affect the outcome of your application. You believe that there is no information relating to your partner that is likely to affect your willingness to offer financial services to you. You authorise us to check the validity of this declaration with Credit Reference Agencies and if we discover any associated records, which would affect the accuracy of this declaration we may decide not to proceed with the application on this basis. However, for the purposes of this application you may be treated as financially linked and if you wish for your application to be assessed with reference to any associated records please tick this box.
- (For Joint Applicants) An "association" between the joint applicants and/or any individual identified as your financial partner, will be created at Credit Reference Agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other's information will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a "disassociation" at the Credit Reference Agencies.
21. By stating a financial association with another party, you are also declaring that you are entitled to:
 - Disclose information about your joint application, and/or any one else referred to by you, and
 - Authorise us to search, link and/or record information at credit reference agencies about you and/or any one else referred to by you.I/We agree that any information held by the lender about me/us may be given to and used by the Financial Conduct Authority (FCA) in monitoring the lender's compliance.

FEES

22. I/We acknowledge that part of the application fee paid by me/us with this application will be used for the costs of any initial assessment by AToM or the lender. If the application is declined or does not proceed before the valuer has been instructed, the fee may be refunded less any such costs. I/We further acknowledge that once the valuer has been instructed, no refund of the application can be allowed for any reason. I/We understand and accept AToM's refund policy with regard to the application/valuation fee.
23. I/We acknowledge that the AToM may be entitled to receive, upon completion, a fee for administrative services or distribution costs in connection with this application for mortgage facilities.
24. I/We authorise you to deduct the following fees from the total loan on completion.
 - (i) Chaps Fee
 - (ii) Completion Fee (this can be added to the loan at completion)
 - (iii) Local Authority Search Indemnity Fee (re-mortgage only)
 - (iv) Title Insurance Fee and;
 - (v) Other (please specify) _____

VALUATION REPORTS

25. I/We will not rely in any way upon any valuation report prepared for the lender as to the condition or value or the property offered to the lender as security in deciding whether to proceed with the purchase or re-mortgage and/or, in the event of a purchase, in deciding how much to pay for the property. Where a Homebuyers Report or Building Survey is undertaken I/we agree and accept the Condition of Engagement of the person carrying out the report when instructed and/or when the report is issued.
26. I/We authorise the company to instruct a provider of valuations to carry out a property valuation at my/our cost for the company's own purposes and understand that subsequently any valuation report will not be made available to me/us. I/We understand that in certain circumstances the valuation of the property may be assessed using statistical information and that a provider of valuations may not physically visit the property. I/We understand that no liability whatsoever extends to me/us in respect of the value or the condition of the property.
27. I/We understand that the lender reserves the right to re-value the property at any time after completion of the mortgage and, if necessary reschedule the mortgage or loan accordingly.
28. I/We authorise the lender to share information about the property, or its value with subsidiaries or any one else for the purpose of providing information to help in valuing properties.

CRIMINAL RECORDS

29. I/We confirm that I/we have not and I/we are not aware that any of my/our family (permanently residing with me/us) or any joint purchasers of the property have been cautioned, convicted of, or have any prosecution pending for any criminal offence (other than driving offence). I/We acknowledge that convictions regarded as "spent" under the Rehabilitation of Offenders Act 1974 need not be disclosed.
30. Unless otherwise agreed with the lender:
 - a. The property to which the application relates is to be used as my/our main residence and I/we undertake not to let the property out without the prior consent of the lender.
 - b. I/We have not arranged any other loan, second mortgage or improvement grant in connection with property.

PROPERTY INSURANCE

31. I/We will show this notice to anyone who has an interest in the property insured under this policy.
32. I/We understand that you will pass the information on this form and about any incident I/we may give detail to IDS Ltd so that they can make it available to other insurers. I/We also understand that, in response to any searches you may make in connection with this application or any incident I/we have given details of, IDS Ltd may pass information it has received from other insurers about other incidents involving anyone insured under the policy.

DIRECT DEBIT

33. I/We will make all payments by direct debit. I/We understand that the amount that I/we pay each month may change or the date that I/we make the monthly payment may change and that in either case the lender will give me/us notice in writing before this happens. On this basis I/we waive the normal 14 days BACS notice requirement. I/we accept any arrangements made by the lender for any buildings insurance and authorise the deduction of monthly insurance premiums to be included in the monthly direct debit payable to the lender.

WARNING: Make sure that you can afford your mortgage if your income falls.

I/We have received and read the Client Agreement, Initial Disclosure Document (IDD) and Key Facts Illustration (KFI) provided by my/our mortgage intermediary. I/We understand that where our application has been submitted by a broker/intermediary, on my/our behalf, that such broker/intermediary will be responsible for any elements of advice and recommendation. In turn any such broker or intermediary will also be responsible for undertaking all appropriate processes and procedures in accordance with the current Regulatory Regime.

I/We have received and read the Client Agreement, Initial Disclosure Document (IDD) and Key Facts Illustration (KFI) provided by my/our mortgage intermediary

I/We understand and accept that a mortgage lender reserves the right for whatever reason (disclosed or not) to withdraw any mortgage offer(s) made to me/us, without explanation, up to and immediately prior to legal completion of the mortgage; without recourse to the introducing source(s).