

How we use your personal information

The information which you provide or which we, **salt** obtain through our dealings with you or in connection with your account, will be held by us even if your application does not proceed to completion. That information may also be held and used for the same purposes by any third party to whom we may transfer the benefit of our interests in any mortgage loan made.

Information uses

We will use this information to help us provide you with the services you are applying for, to update or enhance our customer records, and for account administration.

- We will make such enquiries, as we consider necessary for the purposes of confirming the accuracy of the information provided by you.
- We will make searches about you at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register. The agencies will record details of the search whether or not this application proceeds. Information held about you by the credit reference agencies may already be linked to records relating to one or more of your partners. For the purposes of this application you may be treated as financially linked and your application will be assessed with reference to any "associated" records. An association will be made at the credit reference agencies between any joint applicants to this application, which will link your financial records. You and anyone else you have a financial link with 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.
- Where you borrow or may borrow from us, we may give details of your account and how you manage it to credit reference agencies. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt. If arrears remain unresolved, such information may be disclosed to a court and if this proceeds to possession of the property, details will also be passed to the Council of Mortgage Lenders for entry onto their Register of Possessions.
- We and other companies may use credit searches and other information which is provided to us and/or the credit reference agencies, about you and those you are financially linked with:
 - if credit decisions are made about you, or other members of your household
 - for debt tracing, the prevention of money laundering, and the management of your account.
- Where you borrow from us, we will make periodical checks of our records, those of Derbyshire Building Society, our or its subsidiaries or associated companies (the Derbyshire Group), and with credit reference agencies and/or fraud prevention agencies, to manage your account with us, for ongoing credit assessment including whether to make available, continue or extend credit, for identity verification and fraud prevention and detection. These searches will not be seen or used by lenders to assess your ability to obtain credit.
- We may use credit scoring and other automated decision-making methods when assessing your application, verifying your identity, and managing your account.
- It is important that you give us accurate information as we may pass information to financial and other organisations involved in fraud prevention to protect ourselves and our customers from theft and fraud. If you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations 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 tracing, claims assessment, and statistical analysis about credit, insurance and fraud.
- When you provide information about criminal convictions it will be used to assess your application.
- We will use information about your nationality in connection with identity checks and for assessing the applicability of any sanctions or limitations on international business.
- We may use your account and customer records to understand how you deal with us, for market research and business/ statistical analysis, to help us develop and improve our business and services, and to identify what products may be of interest to you. We may also share it within the Derbyshire Group to review and understand your total relationship with that Group.

Information disclosures

- We may pass on your information to:
 - Derbyshire Building Society or any other Derbyshire Group company;
 - any third party to whom we may transfer the benefit of our interests in any mortgage loan made;
 - other organisations which might assist us in processing your application or administering your mortgage;
 - other appropriate organisations, including debt collection agencies, to enable debtors or defaulters to be traced and pursued for any sums due to us;
 - any insurance company/local authority to which you may make an application for a guarantee with this loan;
 - your solicitor, financial adviser, any organisation that introduced you to us and any other of your professional advisers;
 - the person who values any property which is security for the mortgage, and we may use or give information about the property to others for the purpose of helping to value properties;
 - regulatory authorities (including regulators of voluntary codes of practice) and any other person/corporate body having a legal right to the information or if the law allows, or requires, us to do so;
 - the police or other law enforcement agency requesting it in connection with the commission of any offence, once we are reasonably satisfied as to the circumstances surrounding the request;
 - joint applicants in order for them to obtain independent legal advice regarding this application, any person giving you a guarantee in respect of the loan for which you are applying, and any occupier of the property, and/or their advisers;
 - any other lender which has a charge secured on the property;
 - any employer, accountant, bank, landlord or mortgage lender, or other appropriate person from whom we seek a reference about you;
 - our professional advisers or auditors;
 - the insurer of the property or any insurer which is to provide general insurance in relation to your mortgage; or
 - any individual or organisation that we contract or employ to provide goods or services to us.

Marketing of products and services

We and other members of the Derbyshire Group may, as part of our service, inform you about products and services (including those of related* and selected other companies and organisations) such as financial services, and those relevant to house buying, home ownership or re-mortgaging, which we consider may be of interest to you. We may share your contact details and information about the types of services we provide to you, with other organisations whose products may be of interest to you. We or they may contact you:

- by email messages if you have ticked the box(es) on this form asking to receive this information in this way;
- by any other form of communication (including mail and telephone) unless you have ticked the box(es) in the 'Consent and Confirmation' section below indicating you do not wish to receive this information in this way.

* A related company is a company, which provide products, and services, which can be purchased through the Derbyshire Group.

Your rights

- We will give you a copy of the information we hold about you, on payment of a fee, if you apply to us in writing:
salt, 1 Providence Place, Skipton, North Yorkshire BD23 2HL.

- You have a legal right to access your personal records held by credit and fraud agencies. Please telephone 0870 197 6322 if you would like us to supply their names and addresses.
- Your calls or emails may be monitored or recorded to prevent or detect crime, for service quality or security purposes.

Mortgage application declaration

You confirm to **salt** and any third party to whom it may transfer the benefit of its interests in any mortgage loan made that:

- You are at least **18 years old** and will supply any **evidence of your identity and address** which we request
- You consent to us **transferring or otherwise disposing of the benefit of any loan, mortgage** or any security for the loan to any third party without any further reference to you and that you have read and understand the note about 'Transfers of Mortgage' set out below.
- You have/will read the following **mortgage literature** already supplied or to be supplied by us and will tell us at the earliest opportunity, but in any event before we make a mortgage loan, if you do not understand them:
 - (a) Mortgages - Guide to Your Offer and Account
 - (b) Fees and Charges leaflet
- You have **completed the application form**, or where it has been completed on your behalf, that you have checked the information and it corresponds with the information you have provided. You will inform us immediately **if any of this information or any circumstances surrounding your application change** before we make any mortgage loan to you
- The **information you have given us on this application form is true** and you agree it will form the basis on which we may make any mortgage loan
- You authorise your mortgage introducer/ financial adviser (where applicable) and solicitor/licensed conveyancer to disclose to us all **information relevant to our decision to lend** and you waive any right to claim solicitor/client confidentiality or legal privilege in respect of such information. You will be responsible for the legal costs and disbursements whether or not the mortgage is completed
- You accept that we are **not obliged to make an offer of mortgage** and may decline your application without giving a reason
- You will pay our **costs in connection with this application** whether or not a loan is made and you understand that they are non-refundable
- You accept that we will give you a **copy of the Mortgage Valuation Report** which we will obtain for the purpose of assessing the security in relation to this application
- You understand that we **are not the agent of the valuer** or firm of valuers and you are not making an agreement with the valuer or firm of valuers
- You understand that the **mortgage introducer is not our agent**
- If you have applied for this **loan jointly with another person**, mortgage payments made by any one of you are made for and on behalf of you all
- You understand that any **insurance cover arranged by us** will not begin until the insurance proposal has been accepted and a letter confirming this has been sent to you
- You confirm that any **persons currently occupying the property**, and any other persons referred to in the application form who will use or occupy the property, have agreed to their information being used by us in connection with the mortgage
- You authorise us or any solicitor acting on our behalf to obtain the title deeds to any property being remortgaged and a **repayment figure from your lender(s)** for any loan(s) secured on it
- You confirm that, **where income has been self-certified**, the figures disclosed in this application form are true and are sufficient to pay the monthly payments quoted in the KFI
- For **interest only mortgages**, you acknowledge that the amount you owe us will not reduce over the mortgage repayment period and that it will be your responsibility to repay the loan from your own resources at the end of the repayment period
- For **loans into retirement**, you confirm that you have arrangements in place to enable you to meet your repayment obligations into retirement and you understand that you may be asked to complete a supplementary form
- You have received and read the **Initial Disclosure Document** and the **Key Facts Illustration** in relation to this application provided by your mortgage introducer
- You acknowledge that any mortgage loan will be made by **salt** which is a wholly-owned subsidiary of Derbyshire Building Society; as such you accept you will have **no membership rights in Derbyshire Building Society**
- You acknowledge that any **additional security arrangements** (such as payment of a higher lending charge) are for our benefit only and that you have no right or claim in relation to them
- **For limited company applications**, in your capacity as a director and a guarantor, you also confirm that:
- You are the only director of the company or each of the persons signing below is a director and together you are the only directors, and
- The company has the power to borrow the loan applied for and to mortgage the property(ies) described in the application as security.

Transfers of Mortgage

Transfers of Mortgage could mean either of the following:

1. A transfer of the benefit of our mortgage to a third party, where for example, we sell our rights under the mortgage to another organisation which may administer your mortgage itself or may ask us to continue to do so.
2. Securitisation, which typically involves us transferring all or some of the rights and duties that go with the mortgage or guarantee to an investor who normally asks us to carry on administering them as though our own. So, for example, following securitisation we would normally continue to collect payments and should you experience any difficulties in making payments, or have any other queries, you should contact us.

Consent and confirmation of the 'Mortgage Application Declaration'

By signing this application form you are all:

- confirming that you have read the section entitled **'How we use your Personal Information'** and consent to the uses and disclosures of information listed, and
- making the declarations and giving the authorities set out in the Mortgage Application Declaration above for the benefit of **salt** and any other third party to whom it may transfer the benefit of its interests in any mortgage loan made.

If you do not wish to receive details of products and services from the Derbyshire Group please tick the box.

If you do not wish to receive details of products and services, from the other carefully selected related companies and organisations please tick the box.

You would like to receive by email details of products and services of (please tick):

- The Derbyshire Group
- Other carefully selected companies and organisations

You understand that it is a criminal offence if either you or someone acting on your behalf provides incorrect information in order to obtain a mortgage.

Signed:

Date:

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE

'Salt' is a trading name of Derbyshire Home Loans Limited

Registered Office: Duffield Hall, Duffield, Derby DE56 1AG

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SALT 02 (11.05)