

Customer Declarations and Consents

Please read this document carefully, before going ahead with your application.

1. OUR DETAILS

In this document “we” are Southern Pacific Mortgage Limited (the mortgage lender). We are authorised and regulated by the Financial Services Authority. Our registered office is First Floor, 6 Broadgate London EC2M 2QS. Please note we will use Capstone Mortgage Services Limited (another company in our group) to administer your mortgage for us.

2. CONTACTING EACH OTHER

2.1 How to give instructions and get information

You must give us written instructions unless we say you can give us instructions by phone. You can ask for information about your mortgage loan by calling or writing to us. If you call us, you must go through our security procedures before we give you confidential information or follow your instructions.

You can write to ask us to let someone else call us to get your confidential information or give instructions for you. They will also have to go through our security procedures to do so.

We may monitor and record calls. We can do this for security purposes, and to help improve our service.

2.2 Our contact details (unless we tell you otherwise)

To write to us, please write to us at First Floor 6 Broadgate, London EC2M 2QS. To call us, please phone 020 7920 1000.

2.3 Your contact details

We will contact you using the latest contact details you have given us. You must tell us if they change.

3. IF TWO OR MORE OF YOU ARE APPLYING

(If more than two of you are applying, when we say “both” of you below, we mean all of you.) Where required we will open a joint loan account in both your names.

Each of you will make the declarations, and give the consents, below.

You are each responsible for following your obligations in this document and in the mortgage terms and conditions we send you. And, if one of you breaks such an obligation, we can take action against one of you alone or both (or any) of you together.

We will not follow any kind of instruction about your account unless given by both of you in writing.

Where reasonable, we may give information about your account to one of you, rather than both.

4. APPLYING FOR YOUR MORTGAGE LOAN

4.1 Mortgage intermediary

You must use a mortgage intermediary (for example, your financial adviser or a mortgage broker) if you wish to apply for a loan from us. The intermediary may also be able to help you complete your application.

Unless you are applying for a Buy-to-Let mortgage, the intermediary must, before you complete your application, give or send you documents headed:

- “key facts about our mortgage services” (or “key facts about our services”); plus
- “key facts about this mortgage”.

You must sign this document and either give it to your intermediary or send it to us with your application.

If you agree to the intermediary sending us your application electronically, he may get your confirmation and agreement to this document (and tell us electronically that he has done so) before asking you to sign a paper copy.

Please note the intermediary does not work for us and cannot commit us to giving you a loan.

4.2 We need complete information

When completing your application, the intermediary will collect information from you to help us decide about lending to you.

You must give us true, complete, accurate and up-to-date information with your application and whenever you contact us afterwards. This means you must mention everything you think may be relevant.

For example, in your application you must tell us about all other money you owe, and whether you have been cautioned, convicted or charged with any crime (other than minor driving offences or relating to spent convictions).

If you have to give us information about someone else, you must have his permission first.

We will rely on the information you give the intermediary and us to decide about lending to you and (after we give you a loan) to manage our relationship with you. Where we give the information to others, they will also rely on it for their purposes.

If any of the information you give us changes before we give you a loan, you must write to us (or tell the intermediary who sent us your application). This may affect our decision about lending to you.

4.3 Further Information

We (or others for us) may gather information we think is reasonably needed to decide whether to lend to you.

As part of this, we can seek information and references about you from, for example, your past and current employers, solicitors, intermediaries, debt counsellors, lenders, landlords, accountants, banks, tax offices and insurers.

4.4 Fees

We will tell you about any fees you have to pay in relation to your application and loan.

5. VALUATIONS

5.1 Initial valuation

We will arrange a valuation of your property to help us decide about lending to you. This means the valuation is for our benefit, not yours, and you should not rely on it. And, if we lend to you, this doesn't mean we are guaranteeing the value or condition of your property in any way.

Please arrange your own survey if you wish to rely on it as to the value or condition of your property.

5.2 Revaluation

Once we've lent to you, we can have your property revalued on the same basis as the initial valuation.

You must pay us the reasonable cost of each revaluation if we had it carried out because:

- you've borrowed money from someone else, secured by a mortgage on your property;
- you've asked to borrow more money from us;
- we reasonably needed the revaluation before deciding to release more money to you; or
- it was otherwise reasonable in the circumstances.

If we revalue your property, and the value of your property seems to have changed, we may change your payment plan accordingly.

6. MAKING YOUR REPAYMENTS

If we give you a loan, you must make all your repayments on time. We can make arrangements with others to protect us against you not doing so.

You may consider making arrangements to make sure you can keep up your repayments if you have an accident, fall ill or become unemployed.

Please speak to your mortgage intermediary or a consumer advice service if you would like help with such arrangements.

7. WE MAY TRANSFER OUR RELATIONSHIP WITH YOU

We may transfer our relationship with you (or part of it) to someone else.

For example, we may sell or assign your loan (and any mortgage and other security we have for your repayments) to another business without telling you.

In this document “we” will also mean anyone to whom we transfer our relationship with you (or part of it).

8. USING INFORMATION ABOUT YOU

8.1 We get information about you in different ways. For example, from:

- information you give us or other companies in our group when you apply for a loan or at other times;
- what we or other companies in our group learn from our relationship with you;
- public records like the Electoral Register, County Court Judgements and bankruptcies;
- people mentioned in section 4.3 above; and
- people who give us information to help check your identity and credit history, check for crime (such as fraud and money laundering) and carry out regulatory checks.

8.2 We can use information about you to:

- carry out the checks we just mentioned, and prevent crime;
- decide whether to give you a loan and (later) whether to increase your loan or offer you other products;
- set up and run our relationship with you, and collect your payments;
- help run and improve our business; and
- refresh the information we already have about you.

8.3 We may give information about you to:

- others to do similar checks to us (or to people who store and share information to help others do such checks);
- other businesses in our group, to use in the same ways as us;
- people giving you or us services (for example intermediaries, solicitors, valuers, insurers, debt counsellors, debt collectors and people funding us or running your account for us), to use as reasonably needed for those services;
- anyone to whom we may transfer our relationship with you (or part of it), to prepare for the transfer and, if the transfer goes ahead, to use in the same ways as us;
- anyone we reasonably think we should (or can) give the information by law; and
- if you have a joint account, we may give information about one of you to the other (or others) of you.

Please note, if we give someone information about you, we will (as appropriate) ask them to keep the information confidential and safe.

8.4 Credit reference agencies (“CRAs”) and fraud prevention agencies (“FPAs”)

We may check your details with CRAs and FPAs, both when you apply to us for a loan (or for an increase in your loan) or other product, and occasionally afterwards until you have repaid us. The CRAs and FPAs will record our searches through them.

We may tell CRAs how you run your relationship with us, including whether or not you make your loan repayments on time.

We will check the information you provide for your application with FPAs (and they will record that information). For example, we will search for similar applications you have made to other lenders and, if fraud is suspected, we may get further information from those other lenders and share other relevant details with them.

If false or inaccurate information is provided and fraud is identified, details will be passed to FPAs. Law enforcement agencies may access and use the information recorded with FPAs.

We and other organisations may also access and use the information recorded with FPAs to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance; or
- Checking details of job applicants and employees.

We and others may also access and use CRA records about you on similar occasions, both for similar purposes and to check your credit history.

Please contact our Data Protection Officer if you want to receive details of the relevant FPAs and CRAs.

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

If we repossess your property, we may give details to the Council of Mortgage Lenders Repossessions Register.

8.5 Insurance database registers: We may give information about you (and any incident you tell us about) to insurance database registers to share with other insurers. The insurance database registers may also give us information from other insurers about incidents involving you.

8.6 Your financial associates

We, other businesses in our group, CRAs and FPAs may link you (or may already have linked you) in our records with others who are financially “associated” with you. They may include, for example:

- anyone applying jointly with you now or in the past;
- your husband, wife or partner (and maybe, as appropriate, other members of your family and household); or
- your business, if you are a director or partner in a small business.

You will stay linked to a financial associate until you (or your financial associate) successfully apply to the record keepers for “disassociation”.

Whenever we get, use or give others information about you, we may do the same (for related purposes) with information about your financial associates.

8.7 Transferring information overseas: All countries in the European Economic Area (including the UK) have similar standards of legal protection for information about you. We may give the information to people outside the European Economic Area but, if we do, we will require them to protect it to at least UK standards.

8.8 Automated decisions: We may use automated decision-making systems to check your identity, help us decide whether to lend to you and (later) to run our relationship with you.

8.9 Your rights: The Data Protection Act gives you rights to find out what information we have about you and who we have given it to. You can do this by writing to our Data Protection Officer, enclosing a cheque for £10. We may increase this fee (if the Act lets us) to help cover our costs, and we will tell you if we do.

Please tick here if you would like us to tell you about other financial products that may suit you, and give information about you to other people to do the same. We (or they) may do this by post, email, SMS, phone or fax. If you change your mind, please write to our Data Protection Officer.

By signing below: (1) you confirm the above declarations, and agree to the above terms, for both before and after we lend to you; (2) you confirm you have given full and true information for your application, including mentioning everything you think may be relevant.

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

Signed by First Applicant _____ Signed by Second Applicant _____

Print Name _____ Date _____ Print Name _____ Date _____

Your home may be repossessed if you do not keep up repayments on your mortgage.

The lender for this mortgage is Southern Pacific Mortgage Limited. Southern Pacific Mortgage Limited is Authorised and Regulated by the Financial Services Authority.