

# PT Notices and Consents

## Relating to Use of Applicant(s) Information

We ask that you read this Declaration carefully as it contains important information on who we are, how and why we collect, store, use and share personal information, your rights in relation to your personal information and on how to contact us and supervisory authorities in the event you have a complaint.

### 1 By confirming your acceptance of this Application Declaration via our Product Transfer Portal as an applicant you declare, consent, acknowledge and confirm (to us as follows): Meaning of words used

In this Application Declaration:

- you and your** means each person that has accepted this Application Declaration as an applicant and each other person that is a borrower in respect of, or grant security (including a guarantee) for, the product switch that is the subject of the application, or, if the application is in the name of a limited company borrower, any officer or shareholder of that limited company borrower or any person who has granted security (including a guarantee) in respect of that application (and in the case of a limited company which has granted security, any officer or shareholder of that limited company);
- we, us and our** means UK Mortgage Lending Ltd (registered in England and Wales as company number 11279253), trading as Pepper Money, and anyone who at any time in the future is entitled (as legal, equitable or beneficial owner) to all or any of the lender's rights under any agreement with you (including as a result of a transfer referred to in section 7 below);
- application** means the application to us by you for a product switch of an existing loan secured on a residential property, that is occupied by you as your home unless the application is for a buy-to-let mortgage in which case it is used solely for rental purposes only; and
- 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 connection with your application (including but not limited to enquiries or searches made by or on behalf of us.) and information received by phone, e-mail, use of online applications, calculators, decision tools and/or identification and face verification and recognition technology.

### 2 Notices and consents relating to use of your information

#### Disclosure - APPLICABLE DATA PROTECTION LAWS Important- use of your information

You have a right to know how we use your personal information. Please carefully read and understand this section 2. If you accept this Application Declaration you are consenting to the use of your information as set out in this Application Declaration.

#### Credit decisions and also the prevention of fraud and money laundering

We may use credit reference and fraud prevention agencies to help us make decisions. What we do and how both we and credit reference and fraud prevention agencies will use your information is detailed in sections 2.4 and 2.5 below.

The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment.

If you would like to read the full details of how your data may be used by us and these fraud prevention agencies and credit reference agencies, and your data protection rights, please contact our Data Protection Officer at the contact details stated below:

**Data Protection Officer:**  
Pepper Money

4 Capital Quarter, Tyndall Street, Cardiff, CF10 4BZ You can also access a copy of our Privacy Policy by visiting the website <https://www.pepper.money/privacy-policy/>

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

- 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;
- to perform obligations or exercise rights that we may have under any agreement with you;
- for the purposes of market research, statistical and business analysis and creating and maintaining a customer profile;
- 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
- 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:

- 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 7 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 Application Declaration;
  - 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);
  - insurers of any asset securing or proposed to secure your liabilities;
  - 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; companies, 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 companies, agents or contractors will have access to information;
  - persons (including brokers, agents and solicitors) assisting you from time to time in connection with any agreement with you;
  - market research organisations for the purpose of confidential market research conducted on behalf of us;
  - 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;
  - any person including (without limitation) current and previous lenders, other creditors, employers, landlords, accountants, bankers, registries, government bodies in the processing of any information and the administration of, or exercising our rights under, any agreement with you;
  - any credit reference agencies (CRAs), debt recovery agencies, tracing agencies and fraud prevention agencies (FPAs) (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); and
  - companies within our corporate group (for more information, please see <https://www.pepper.money/privacy-policy/>) and our professional advisors, including but not limited to, third party auditors.
- 2.2 A condensed guide to the use of your personal information by ourselves
- (a) When you apply to us to obtain a loan, this organisation will check the following records about you and others (see (b) below):
- our own;
  - those at CRAs;
  - those at FPAs.

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Please see Sections 2.4 and 2.5 for more details of how your personal information is used by ourselves and at CRAs and FPAs. (b) If you are making an application on a joint account or told us that you have a spouse or financial associate when you took out the loan, we will link your records together so you must be sure that you have their agreement to disclose information about them.

- (c) If you do not make payments that you owe us, we will trace your whereabouts and recover debts.
- (d) Your data may also be used for other purposes for which you give your explicit consent or, in very limited circumstances, when required by law or where permitted under applicable data protection laws.
- (e) Subject to applicable data protections laws we may share your data in an emergency or to otherwise protect your vital interests and or to protect the security or integrity of our business operations.
- (f) For the purposes of marketing and communications, including your preferences in receiving marketing from us and your communication preferences.

Where necessary, we will seek your explicit consent to the processing of special categories of personal data about you contained within the information for the purpose of administering any product or services we provide to you. Further detail in relation to special categories of personal data can be found by accessing our Privacy Policy.

Information (including your name) may be disclosed to lenders and other creditors by being placed on registries or databases in which 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.

Both incoming and outgoing telephone calls may be recorded and monitored for training and quality control, to monitor compliance with any regulatory requirements, and to establish facts. Any recordings remain our sole property and will be retained in accordance with section 3 below.

### 2.4 A condensed guide to the use of your personal information by us and Credit Reference Agencies (CRAs)

- (a) We may make periodic searches at CRAs to manage your account with us.
- (b) To do this, we will supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.
- (c) We will use this information to:
  - prevent criminal activity, fraud and money laundering;
  - manage your account(s);
  - trace and recover debts; and
  - ensure any offers provided to you are appropriate to your circumstances
- (d) We will continue to exchange information about you with CRAs while you have a relationship with us.
- (e) We will also inform the CRAs about your settled accounts. 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.
- (f) When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.
- (g) If you are making an application on a joint account, or tell us

that you have a spouse or financial associate, we will link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will 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.

- (h) The identities of the CRAs, their role also as fraud prevention agencies, the personal information they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail at <https://www.pepper.money/siteassets/pdfs/CRAIN.pdf>

**CRAIN is also accessible from each of the three applicable CRAs – clicking on any of these three links will also take you to the same CRAIN document:**

**Callcredit** <https://www.callcredit.co.uk/crain>;  
**Equifax** <https://www.equifax.co.uk/crain>;  
**Experian** <http://www.experian.co.uk/crain/index.html>.

We accept no responsibility or liability for the contents of any third party website to which a hypertext link exists and give no representation or warranty as to the information on such websites.

### 2.5 A condensed guide to the use of your personal information by us and Fraud Prevention Agencies (FPAs)

- (a) Before we provide services, financing or a mortgage to you, we undertake checks for the purposes of preventing fraud and money laundering, and to verify your identity. These checks require us to process personal data about you.
- (b) The personal data you have provided, we have collected from you, or we have received from third parties will be used to prevent fraud and money laundering, and to verify your identity.
- (c) We and FPAs may also enable law enforcement agencies to access and use your personal data to detect, investigate and prevent crime.
- (d) We process your personal data on the basis that we have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect our business and to comply with laws that apply to us. Such processing is also a contractual requirement of the services, mortgage or financing you have requested.
- (e) FPAs can hold your personal data for different periods of time, and if you are considered to pose a fraud or money laundering risk, your data can be held for up to six (6) years.
- (f) If we, or a FPA, determine that you pose a fraud or money laundering risk, we may refuse to provide services or we may stop providing existing services to you and we or an FPA may also pass this information to other FPAs and other organisations to prevent fraud and money laundering.
- (g) A record of any fraud or money laundering risk will be retained by the FPAs, and may result in others refusing to provide services, financing or employment to you. If you have any questions about this, please contact us our Data Protection Officer whose contact details are set out at section 2 above.
- (h) Fraud prevention agencies may allow the transfer of your personal data outside of the UK. This may be to a country where the UK Government has decided that your data will be protected to UK standards, but if the transfer is to another type of country, then the fraud prevention agencies will ensure your data continues to be protected by ensuring appropriate safeguards are in place.
- (i) We and other organisations may access and use from other countries the information recorded by FPAs.
- (j) The fair processing notice for FPAs is available via Cifas <https://www.cifas.org.uk/FPN>.

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### Personal data that will be processed

Details of the personal information that will be processed include, for example, but not limited to: name, address, date of birth, contact details, financial information, employment details, device identifiers including IP address, any existing or previous accounts *you* have with *us* or applications submitted and/or financial associates' accounts (or anyone financially linked with *you*).

### Legal Bases

In order to process and use *your* personal information, we rely on one or more of the following legal basis:

- (i) processing is necessary for the performance of a contract to which *you* are party, or in order to take steps at *your* request prior to entering into a contract;
- (ii) processing is necessary for compliance with a legal obligation to which we are subject; and/or
- (iii) where applicable, you have given explicit consent to the processing of your special categories of personal information (e.g. medical information) for one or more specified purposes;
- (iv) where *we* consider that, on balance, it is appropriate for *us* do so, processing necessary for legitimate interests (details of these can be found in our privacy policy) which apply to *us* and in some cases other organisations; and/or
- (v) where applicable, *you* have given explicit consent to the processing of your personal information for one or more specified purposes (e.g. direct marketing).

### 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 access a copy of *our* privacy policy at <https://www.pepper.money/privacy-policy> or contact *our* Data Protection Officer (see Section 2 above).

*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 log on to [www.callcredit.co.uk](http://www.callcredit.co.uk)

Equifax PLC, Credit File Advice Centre, PO Box 1140, Bradford, BD1 5US or log on to [www.equifax.co.uk](http://www.equifax.co.uk)

Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or log on to [www.experian.co.uk](http://www.experian.co.uk)

For more information on the FPAs operating in the UK, or to make an enquiry, please visit [www.cifas.org.uk](http://www.cifas.org.uk)

*We* accept no responsibility or liability for the contents of any third party website to which a hypertext link exists and give no representation or warranty as to the information on such websites.

Please contact *our* Data Protection Officer (see Section 2 above) 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.

### Transfer of your information out of the UK and EEA

*We* may transfer information for use in the ways described in this Application Declaration to countries in the European Economic Area (EEA) on the basis of an adequacy decision. *We* may transfer information for use in the ways described in this Application Declaration to countries outside the UK and EEA which may not have the same level of legal protection as countries within it. Any transfer of *your* personal data outside of the UK or EEA will be subject to approved Standard Contractual Clauses as permitted under applicable data protection laws that are designed to safeguard *your* privacy rights and give *you* remedies in the unlikely event of a misuse of *your* personal information. If you would like to find out more about any such transfers, please contact our Data Protection Officer whose details are set out in Section 2 of this Application Declaration.

### Your Rights

Under applicable data protection law, *you* have a number of important rights. In summary, those include rights to:

- access to the personal information *we* hold about *you*;
- require *us* to have inaccurate personal information rectified or completed if incomplete;
- require the erasure of personal information concerning *you* in certain situations;
- receive the personal information concerning *you* which *you* have provided to *us*, in a structured, commonly used and machine-readable format and transmit to a third party in certain situations;
- object at any time to processing of personal information concerning *you* for direct marketing;
- object in certain circumstances to decisions being taken by automated means (including profiling) which produce legal effects concerning *you* or similarly significantly affect *you*;
- object in certain other situations to our continued processing of *your* personal information; and/or
- otherwise restrict our processing of *your* personal information in certain circumstances.

If *you* would like to exercise any of these rights, please email or write to our Data Protection Officer (see details in Section 2).

## 3 How long your personal information will be kept

- 3.1 At the end of *your* relationship with *us*, *we* retain *your* personal information for the period for which we are required to retain this personal information in order to meet our regulatory requirements. Where retention is based on other reasons, we will retain it for no more than 12 years.

## 4 Some aspects of the application

- 4.1 If the *application* is in the name of a limited company borrower, *you* are director(s) authorised by the limited company to make the *application* and all directors and shareholders will continue to act as guarantor(s) of the mortgage, *you* understand and accept that *you* will be liable for the full amount of the mortgage as well as the applicant company. Furthermore *you* agree to take independent legal advice.
- 4.2 If this is a buy-to let mortgage, the mortgage property is used solely for rental purposes only and is not intended to be occupied by *you* nor by *your* spouse (or a person whose relationship has the characteristics of a spouse) nor by a close relative (including parent, brother, sister, child, grandparent or grandchild).

## 5 English language

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

## 6 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. For more information, please see our Privacy Policy.

## 7 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) 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 Application Declaration and will not change the terms and conditions relating to the *information* and/or this Application Declaration.

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### 8 Applicable law

This Application Declaration and *our* dealings with *you* with a view to entering into this Application Declaration, the loan and other related agreements, and any non-contractual aspects arising in connection with this Application Declaration or those dealings, are governed by English law subject to the exclusive jurisdiction of the English courts.

Details are available on *our* website, or the Financial Ombudsman site which is <http://www.financial-ombudsman.org.uk/>.

If *you* have a complaint about how *we* process your personal information, *you* can contact our Data Protection Officer (see details in Section 2). *We* hope that *our* Data Protection Officer can resolve any query or concern *you* raise about *our* use of *your* information.

### 9 Complaints

If *you* have a complaint about *your* mortgage or about any other aspect of *our* Application Declaration 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 UK Mortgage Lending Ltd at 4 Capital Quarter, Tyndall Street, Cardiff, CF10 4BZ or by telephone on 0333 370 1101.

*You* can find details of our complaints process by going to <https://www.pepper.money/complaints>. In some cases, *you* may also refer *your* complaint to the Financial Ombudsman Service.

If *you* believe *our* processing of *your* personal information does not comply with applicable data protection law, *you* can make a complaint to the UK Information Commissioner's Office who may be contacted at <https://ico.org.uk/concerns/> or telephone: 0303 123 1113.

### 10 Your confirmations in relation to information and the application

In particular, each person that has accepted this Application Declaration as an applicant declares 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 above) to *us* that:

**10.1** Each such person that has accepted this Application Declaration as an applicant is duly entitled to and authorised by, each other person, if any, falling within the definition of 'you' in section 1 above to sign this Application Declaration on behalf of such other person.

**10.2** Each of *you* has personally read and checked all the *information* provided in the *application*.

**10.3** 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*.

*You* have disclosed to *us* [and /or *your* mortgage intermediary] any special circumstances or additional relevant *information* which would allow *us* to support *you* in this *application* and after completion of the product switch.

**10.4** *You* shall let *us* know at once (and provide *us* with full details) if *you* become aware that any personal *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*.

**10.5** *You* are entitled to, and 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 Application Declaration.

**10.6** Where *you* have asked a person for advice and/or a recommendation about a loan or similar product, 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.

**10.7** 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.

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

UK Mortgage Lending Ltd (UKMLL) t/a Pepper Money is authorised and regulated by the Financial Conduct Authority (FCA) under registration number 710410 as a provider of regulated mortgages. The FCA does not regulate our Buy to Let mortgages. UKMLL is a member of the Finance and Leasing Association and follows its Lending Code as a provider of second charge regulated mortgages.

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