

# Application Declaration

To be signed by all applicants



## Application Declaration

Made in connection with the *application* referred to above.

We ask that you read this Application 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.

**By signing this Application Declaration as an applicant you declare, consent, acknowledge and confirm (to us as follows):**

### 1 MEANING OF WORDS USED

In this Application Declaration:

- you** and **your** means each person that has signed this Application Declaration as an applicant and each other person that is to be a borrower in respect of, or grant security (including a guarantee) for, the mortgage advance 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 Pepper Money Limited (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 mortgage advance to be secured on a residential property, that is to be occupied by *you* as *your* home unless the application is for a buy-to-let mortgage in which case it is to be 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 or in connection with the *application* (including enquiries or searches made by *or* on behalf of *us*).

### 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 sign 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 Limited  
Harman House  
1 George Street  
Uxbridge  
London  
UB8 1QQ  
PM\_DPO@pepper.money

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;
  - 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*;
  - 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*, and
  - 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).

#### 2.3 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.

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 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.
- (c) If *you* have borrowed from *us* and 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.

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*. Special categories of personal data comprises information relating to *your* health.

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.

# Application Declaration

For support, please call 03333 701 101



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) In order to process *your* application, we will perform credit and identity checks on *you* with one or more CRAs and we may also 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:
  - assess *your* creditworthiness and whether *you* can afford to take the product;
  - verify the accuracy of the data *you* have provided to us;
  - 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 a joint application, 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>.

## 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) Details of the personal information that will be processed include, for example: name, address, date of birth, contact details, financial information, employment details, device identifiers including IP address and vehicle details.
- (d) We and FPAs may also enable law enforcement agencies to access and use *your* personal data to detect, investigate and prevent crime.
- (e) 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.
- (f) 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.
- (g) If we, or an FPA, determine that *you* pose a fraud or money laundering risk, we may refuse to provide services, financing or a mortgage which *you* have requested, 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.

- (h) 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.
- (i) Whenever FPAs transfer *your* personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect *your* personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.
- (j) We and other organisations may access and use from other countries the information recorded by FPAs.

### 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.

### 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 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 call 0870 060 1414 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 call 0844 335 0550 or log on to [www.equifax.co.uk](http://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](http://www.experian.co.uk).

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 EEA

We may transfer information for use in the ways described in this Application Declaration to countries outside the European Economic Area (EEA) which may not have the same level of legal protection as countries within it. Any transfer of *your* personal data will be subject to the EU Model 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 free of charge. In summary, those include rights to:

- access to the personal information we hold about *you*;
- require us to correct any mistakes in *your* personal information which we hold;
- 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 require us to transmit those data 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 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).

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## 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 7 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 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 *You* consent to *us* being provided, by *your* conveyancers, with a complete copy of *your* file held by *your* conveyancers in relation to the whole transaction (not limited to the proposed mortgage) of which the proposed mortgage forms part should we require it for whatever reason. For the avoidance of doubt, *you* confirm that *you* have, in providing this consent, provided it irrevocably to *us* and that it includes a waiver of any right to privilege and/or confidentiality which the file may otherwise attract.

4.3 If this is a Buy to Let mortgage, the mortgage property is to be 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.

## 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.

## 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.

## 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 Pepper Money Limited at Harman House, 1 George Street, Uxbridge, London, UB8 1QQ or by telephone on 03333 701 101. *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.

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.

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 signed 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 signed 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*.

10.4 *You* consent to *your* mortgage intermediary acting for *you* in *your* *application* and where *you* have given information to *your* mortgage intermediary, *you* consent to *your* details and all the information in the *application* being manually inputted and subsequently transmitted electronically to *us* by *your* mortgage intermediary. *You* consent to *us* liaising with *your* mortgage intermediary about any matters connected with the application and *your* mortgage, including any complaint about *your* *application* or mortgage.

10.5 *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*.

10.6 *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.

10.7 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.

10.8 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.

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

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If I choose, Pepper Money may also use and share information including contact details, information contained in this application and of any services it provides, with other members of its group of companies, or with carefully selected partners, so that I may be kept informed of news and marketing initiatives including mortgages, savings and investments, life products, loans, and credit cards, general insurance and financial planning services, and of competitions or offers that may be of interest to me. Pepper Money will use various marketing methods in this respect.

I confirm I have given consent to receive such information by the following method(s):

APPLICANT 1		APPLICANT 2	
Full name:	<input type="radio"/> SMS <input type="radio"/> Email <input type="radio"/> Post <input type="radio"/> Phone	Full name:	<input type="radio"/> SMS <input type="radio"/> Email <input type="radio"/> Post <input type="radio"/> Phone
APPLICANT 3		APPLICANT 4	
Full name:	<input type="radio"/> SMS <input type="radio"/> Email <input type="radio"/> Post <input type="radio"/> Phone	Full name:	<input type="radio"/> SMS <input type="radio"/> Email <input type="radio"/> Post <input type="radio"/> Phone

I may withdraw my consent at any time by writing to Mortgage Servicing, Pepper Money, Harman House, 1 George Street, Uxbridge, London, UB8 1QQ or by telephone on 03333 701 101.

**This is an important legal document**

**You should not sign this Application Declaration 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).**

**You should not sign this Application Declaration unless: you have read and understood this Application Declaration (especially sections 1 to 10 above) and the other accompanying documents, and you have obtained such advice as you consider appropriate and then decided that you want to be bound by this Application Declaration.**

**If the application is not for a Buy to Let mortgage**

This matter (including the application, the loan and the other mortgage documents) will be regulated by the Financial Conduct Authority.

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

**If the application is for a Buy to Let mortgage**

This matter (including the Loan and the other Mortgage Documents) will not be regulated by the Financial Conduct Authority.

**IF YOU FAIL TO KEEP UP WITH PAYMENTS ON YOUR MORTGAGE A RECEIVER OF RENT MAY BE APPOINTED AND/OR YOUR RENTAL PROPERTY MAY BE REPOSSESSED.**

Signed by Applicant 1	Signed by Applicant 2
Date:	Date:
Signed by Applicant 3	Signed by Applicant 4
Date:	Date: