

DATA PROTECTION ACT 1998 - IMPORTANT INFORMATION

<p>1. "You" means Mortgage Trust Limited or Mortgage Trust Services plc. You will use and process my/our Personal Details for all purposes of this application, for market research, assessment and statistical analysis for your business, so that you can develop and improve your services to me/us and other customers. Personal Details may also be used to protect my/our interests, but will not be used for any other purpose.</p> <p>2. You will disclose Personal Details (1) to any proposed guarantor of the loan, to your insurers, auditors, professional advisers, sub-contractors or any person providing services to you who have agreed to treat my/our Personal Details as confidential (2) if required to do so by law or any regulatory body relevant to your business (3) as envisaged by this application form or (4) otherwise with my/our consent.</p> <p>3. You will search the files of credit reference agencies, the Electoral Register and the Council of Mortgage Lenders Possessions Register. Credit reference agencies will keep a record of this search, whether or not the application proceeds so that it may be used by other lenders in assessing applications from me/us and anyone who lives with me/us. You will check my/our Personal Details with fraud prevention agencies and if I/we give you false or inaccurate information and you suspect fraud, you will record this.</p> <p>4. You will disclose Personal Details to credit reference agencies, fraud prevention agencies and, if necessary, to any repossessions registry. Details of how I/we conduct my/our account may be given to these agencies, and repossession information held on any register may be shared with other lenders and used for credit assessment, debt tracing, fraud detection and prevention to protect me/us from theft/fraud. You will add to these records details of my/our agreement with you, the payments made under it and any default in payment or failure to keep to its terms. You and other organisations may search these records to (1) help make decisions about credit and credit related services, for me/us and those with whom I/we may be linked financially or other members of my/our household (2) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for me/us and those with whom I/we may be linked financially or other members of my/our household (3) trace debtors, recover debt, detect or prevent fraud, manage our accounts or insurance policies, and (4) verify my/our identity to prevent money laundering, unless I/we furnish you with other satisfactory proof of identity.</p> <p>5. You will use credit scoring/automated decision-making systems when assessing my/our application.</p> <p>6. My/Our telephone calls may be recorded or monitored for training purposes and for my/our protection. My/Our email may also be monitored for the</p>	<p>same reasons.</p> <p>7. Under the Data Protection Act 1998 (as amended), I/we have the right of access to my/our personal records held by you upon written request and payment of a fee and I/we also have the right to request that inaccurate details be amended, or in certain circumstances, be expunged from your records. I/We also have a right of access to my/our personal records held by credit reference agencies and fraud prevention agencies and you will supply their names and addresses upon written request from me/us.</p> <p>8. Sole applicants only: - Information held about me by credit reference agencies may already be linked to records relating to one or more of my partners/member(s) of my household. For the purposes of this application I may be treated as financially linked and my application will be assessed with reference to any "associated" records.</p> <p>9. Joint applicants (including sole applicant with guarantor): - By stating a financial association with another party you are entitled to (1) disclose information about us or anyone else referred to by us (2) search, link and/or record information at credit reference agencies about us and/or anyone else referred to by us which will be taken into account in all future applications by us.</p> <p>10. My/Our Personal Details may be held and processed by you and organisations you have carefully selected for the marketing of products and services that may be of interest to me/us. I/We have indicated below if I/we do not wish to be contacted for this purpose by:</p> <p>Letter <input type="checkbox"/> Telephone <input type="checkbox"/> Email <input type="checkbox"/></p> <p>Mortgage Trust Limited (MTL) has its registered office at St Catherine's Court, Herbert Road, Solihull, West Midlands B91 3QE., and is an appointed representative of Mortgage Trust Services plc which is authorised and regulated by the Financial Services Authority. Any insurer to whom MTL pass personal details under paragraph 10 above will not be a member of the group of companies to which MTL belongs.</p>
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I/We declare that I/we have personally completed this application form, or if completed by another have read the full application form and checked every answer given, and understand and agree the above Declaration and Consent and Data Protection Act 1998 notice. By signing this application, I/we agree you can use my/our information in this way. I/we confirm that details of any subsequent changes in circumstances since our previous Buy to Let Application are detailed on a separate sheet of paper and attached to this form.

Signed by First Applicant

Signed by Second Applicant

Print Name

Date

Print Name

Date

Note: If this is a joint application (or sole applicant with a guarantor), ALL parties must sign.

Please complete the Direct Debit form on page 14.

WARNING: Your home is at risk if you do not keep up payments on a mortgage or other loan secured on it

COMMENTS SECTION

Use this space to give additional information requested in any of the questions, and any other information which you feel will help in assessing your application. Please indicate the question number where applicable. Continue on a separate sheet if necessary.

[Please enter relevant question number]

DECLARATION AND CONSENT

1. "I, we, me, my, us, our" means the person or persons set out in this application form. "You, your" means Mortgage Trust Limited, its parent, subsidiaries and associated companies. "Personal Details" means any information that you obtain or process about me/us from (1) this or any other application (2) how I/we manage my/our loan account (3) any insurance claim information, or (4) details about my/our bank account, including details of my/our purchases, such as the identity of the supplier and the amount and type of the transaction (i.e. retail services, medical services, etc).
2. I/We agree that you may, at your discretion, pass this application form to another lender for consideration, in which case references in this declaration to 'you' will include any such lender.
3. I/We confirm that the Personal Details given on this application are true and complete and understand that these will form the basis of any mortgage offer. If any of the Personal Details in this form or my/our personal circumstances change prior to you making the loan, I/we will notify you in writing and will not accept the loan until you have consented to the change in writing.
4. I/We confirm that no charges exist over the property except those that have been notified by me/us and I/we will not enter into any further charges over the property prior to or after completion without advising you and obtaining your prior consent in writing.
5. I/We confirm that I/we have read the product information and understand the terms and conditions relating to the product features and any advice given by any intermediary has been understood and made clear to me/us.
6. I/We authorise you to make any enquiries and request any references as you consider necessary in connection with this application, whether of my/our employer or otherwise and I/we authorise such persons to give all requested information to you.
7. Joint applicants only: We agree that you will use the first applicant's address for all correspondence unless we notify you in writing to the contrary.
8. I/We agree that where my/our application has been made via a mortgage intermediary, you may keep that intermediary informed as to all aspects of the application and its progress. I/We further understand that this information may be transmitted electronically, via the internet and email. I/We understand that the introducers named on this form are not your agents.
9. I/We understand that if a mortgage offer is made, you will instruct a Solicitor to act on your behalf and that I/we will be responsible for your legal costs and disbursements whether or not the mortgage is completed. I/We authorise my/our Solicitor or Licensed Conveyancer to disclose to you, and you to disclose to the Solicitor/Licensed Conveyancer, Personal Details or any other information relating to this application.
10. I/We acknowledge that you may at any time transfer your interest in the mortgage, together with any security I/we give, to any other lender, bank or institution, without first seeking my/our permission and I/we authorise you to disclose any information which you hold/process about me/us to any such person.
11. Where I/we have provided you with my/our email address(es), I/we agree that you may communicate with me/us (and vice versa) via email. I/We will notify you if my/our email address(es) change(s) as soon as possible. I/We acknowledge that email may be intercepted by third parties or electronically delivered to parties other than the addressee. Any such information is sent at my/our own risk. I/We will tell you as soon as possible should I/we become aware of any failure, delay or error in sending or receiving an email. Your records of email sent or received will be conclusive evidence unless there is a clear mistake. You may withdraw the email facility at any time upon any form of notice to me/us. I/We will notify you in writing if I/we no longer wish to communicate with you via email.
12. I/We understand that by allowing this transaction to proceed does not imply any representation on your part that the property is free from defect or worth at least the amount of the valuation. I/We understand that I/we will receive a copy of any valuation, and upon request will receive a copy of any re-inspection. If I/we require any further information about the conditions or value of the property I/we will obtain my/our own surveyor's report. I/We understand that no legal responsibility to me/us or any other person will be implied or accepted by the valuer or you as to the condition or value of the property.