

THIS DECLARATION SUPERCEDES THE MORTGAGE NETWORK DECLARATION DATED

DECLARATION

Please note that if the application form is incomplete then the Company may not be able to proceed with the application. You must read this declaration carefully and then sign at the end. The Company recommends that you check the completeness and accuracy of forms filled in by an intermediary before adding your signature.

To GMAC-RFC Limited, its agents, its successors and assigns and those deriving title through it, collectively "the Company";

I/We means the applicant(s) and if more than one we accept and agree that we will be jointly and severally liable for the amount of the mortgage.

1 I/We declare and agree that:

- I am over/We are 18 years of age or over;
- I/We have personally completed this application form, or if completed by someone else, have read and checked every answer;
- The information given in this application is true to the best of my/our knowledge and belief and will, together with this declaration, form part of the terms of any mortgage that I/we may enter into with the Company pursuant to this application. I/We have disclosed any additional information which is material to my/our application. If any information I/we have given is incorrect, I/we will make good any loss that the Company may suffer by relying on that information. I/We will give any additional information that may be requested and will, prior to completion, notify the Company in writing of any change in my/our circumstances which affects (or may affect) the information supplied;
- I/We have sufficient income to support the mortgage applied for;
- I/We understand that if I/we or another party falsify any information in connection with this mortgage application, the Company will be entitled to withdraw any mortgage offer that the company may have made to me/us;
- I/We accept that the Company may withdraw, revise or cancel any mortgage offer without stating a reason; and
- I/We authorise the Company to accept requests relating to this application from my/our Broker/Intermediary/Solicitor verbally, in writing, via telephone, fax, electronic mail (or any other similar method of communication). I/We authorise the Company to give/send or receive information relating to this application to my/our Broker/Intermediary/Solicitor via the above methods of communication. I/We accept that electronic mail has the potential for reduced levels of security and I am/we are prepared to accept this risk.

2 I/We understand that where I/we borrow or may borrow from you, you may give details of my/our account and how I/we manage it to credit reference agencies. If I/we borrow and do not repay in full and on time, you may tell credit reference agencies who will record the outstanding debt and that my/our details will be used by other lenders for credit assessment and may be used for debtor tracing.

3 I/We consent to enquiries of any person(s) (including me/us and my/our employers(s)) being made and I/we authorise the Company to disclose any information provided by me/us on this application whether or not this application proceeds or about the conduct and operation of my/our mortgage to third parties, including but not limited to:

- Credit reference agencies (e.g. Experian, Call Credit and Equifax Europe Ltd) who will supply the Company with detailed information and information from the Electoral Register and will record details of the search whether or not my/our application proceeds;
- Fraud prevention agencies and other organisations involved in fraud prevention (e.g. CIFAS, CAIS) to protect the Company and the Company's customers from theft and fraud;
- Current and previous lenders who will be entitled to assess my/our eligibility for credit;
- Employers;
- Landlords;
- Insurers (e.g. Sun Alliance Insurance Limited and First Title Insurance plc);
- Accountants;
- Bankers;
- HM Land Registry;
- The Inland Revenue;
- Council of Mortgage Lenders Possessions Register; and
- Any person having a legal right to this information.

Any costs cost incurred in so doing will be my/our responsibility.

4 I/We understand that I/we have the right of access to my/our personal records held by credit and fraud agencies. I/We understand the company will supply their names and address upon request.

5 I/We accept that the information given in this application forms the basis of a proposal by me/us to an insurance company for either buildings insurance or where applicable buildings and contents insurance, and that any information required by an insurance company may be given to it by the Company or its agents. I/We consent to the information given in this form being used by the Company, its agents or an insurance company for the purpose of providing me/us with a quote for Mortgage Payment Protection Insurance Cover.

6 I/we agree that the Company may, without notice, transfer or assign, either in whole or in part any loan, mortgage or security for the repayment of any loan or mortgage made in connection with this application to its successors and assigns which include without limitation its legal and equitable assigns whether by way of absolute assignment or by way of security only and those deriving title under it or them. If the new lender is a building society I/we agree to be bound by the rules of the Society and if any such transfer or assignment is by a building society I/we understand that this will lead to termination of my/our borrowing membership of the Society and the loss of any rights associated with such membership.

7 I/We understand that the Company may disclose information relating to my/our loan, mortgage or security for the repayment of any loan or mortgage made in connection with this application to third parties (such as banks, building societies or insurance companies) so that the transition from one lender to another is completed satisfactorily.

8 I/We understand that once my/our loan, mortgage or security for the repayment of any loan or mortgage made in connection with this application has been transferred or assigned, the Company may obtain information and data from the new lender about my/our loan, mortgage or security for the repayment of any loan or mortgage account to assist in statistical research relating to credit scoring or the investigation and resolution of complaints. I/We understand that this information will be obtained from the new lender and I/we consent to the Company using my/our data in this way.

9 Unless otherwise stated in my/our application, I/we confirm that I/we have made all payments due under any existing or previous mortgage to which I/we have been a party on the date and in the manner required and that no arrears have arisen thereunder.

10 I/We understand that if a mortgage offer is made the Company will instruct a Solicitor or a Licensed Conveyancer (at the Company's discretion) to act on its behalf and that I/we will be responsible for the Company's legal costs and disbursements whether or not the mortgage is completed. I/we authorise my/our Solicitor, Licensed Conveyancer or Broker/Intermediary to disclose to the Company, any information relating to this application and any mortgage. I/We give up any right to claim solicitor/client confidentiality or legal privilege in respect of such information.

11 I/we authorise the Company to instruct a Valuer to prepare a mortgage valuation report at my/our cost for the Company's own purposes. I/We understand that no liability whatsoever extends to me/us in respect of the value or the condition of the property. I/We understand that the fee is payable in advance and is not returnable whether or not a mortgage offer is made. I/We further understand that the Company is not the agent of the Valuer or firm of Valuers and that I am/we are making no agreement with the Valuer or firm of Valuers and no statements or representations will be relied upon by me/us. I/We understand that the report and mortgage valuation is not a Structural/Building Survey or House/Home Buyers Report and that there may be serious defects in the property which are not revealed. I/We understand and accept that it is my/our responsibility to satisfy myself/ourselves as to the structural soundness and condition of the property and its value for re-instatement purposes. I/We agree that the Company may share information about the property or its value with other members of the General Motors International Group of companies, associated companies and/or third parties for the purpose of providing information to help in valuing properties.

12 I/We confirm that all payments made in respect of any mortgage granted are made for and on behalf of all applicants detailed in this application, irrespective of the originator of such payments. I/We acknowledge that any reservation fee paid to secure funds under a limited issue product, is non-refundable.

13 I/We understand that any person (other than an employee of the Company) with whom I/we deal in connection with this application (or any related insurance) is not empowered to make any representation or give any undertaking on behalf of the Company whether in relation to the mortgage applied for (or any related insurance) and therefore the Company shall not be bound by or be liable or such representations or undertakings.

14 In the event that my/our application is declined or does not proceed before the Valuer has been instructed, the application fee paid will be refunded net of initial assessment costs. No refund of the application fee will be made once a Valuer has been instructed. I/We confirm that I/we have been made aware of any potential arrangement fees, and/or early repayment charges payable on redeeming all or part of the mortgage and any other costs in connection with this application.

15 I/We authorise the Company to add to or deduct from the advance any arrangement or acceptance fee, telegraphic transfer fee, maximum advance fee and Higher Lending Charge fee where applicable.

Data Protection Act

16 I/We understand that the Data Protection Act 1998 requires that information can be used only for the purposes registered under the Act. I/We acknowledge that I/we may request in writing, upon payment of a fee, details which are held about me/us and the name and address of any organisations to which the Company has disclosed my/our information. I/We understand that if there are any inaccuracies in my/our information, I/we have the right to ask the Company to correct this.

17 The Company has notified me that it processes "sensitive data" regarding criminal convictions about applicants as part of risk profiling applications and for insurance purposes. I/We am/are informed that this information is only used for assessing risk, my/our eligibility for a mortgage and for any contract of insurance. I consent to the Company processing sensitive data held about me in this manner and to the Company holding securely any medical health data about me.

18 I/We authorise the Company to use my/our information for the purposes of considering my/our application and administering the mortgage, if granted, which information may be passed on to:

- other associated companies including companies within the Company's group of companies and other members of the General Motors International Group of Companies; and
- other lenders, transferors, successors in title and legal and equitable assigns for the purposes specified in this declaration.

19 Where my/our information is passed to companies located outside the European Economic Area, the Company will ensure that it has an agreement in place, in which those companies give equivalent assurances relating to the processing of the information as found in the Data Protection Act 1998. I/We consent to the Company disclosing my/our personal information in this way.

20 I/We understand that credit reference agencies will link together information in the financial records of my/our financial partners. I/We understand that such linked information will be taken into account in all future applications by either of us and that linking will continue until a notice confirming separation (known as "disassociation") is successfully filed at these agencies. By stating a financial association with another party, you are also declaring that you are entitled to:

- disclose information about your joint application and/or anyone else referred to by you; and
- authorise us to search, link and/or record information at credit reference agencies about you and/or anyone else referred to by you.
- (sole applicants only) For the purposes of this application my partner and/or other members of my household (where applicable) and I, are financially independent and I may request that my application be assessed without reference to any "associated" records, although I recognise that this may adversely affect the outcome of my application. I believe that there is no information relating to my partner that is likely to affect the Company's willingness to offer financial services to me. I authorise the Company to check the validity of this declaration with credit reference agencies and if the Company discovers any associated records affecting the accuracy of this declaration the Company may decide not to proceed with the application on this basis.

21 The company and any other organisation to which it may disclose my/our information may use this information to check my/our details with fraud prevention agencies and if I/we give false or inaccurate information and the Company suspects fraud the Company will record this with these agencies who will make it available to other organisations, individuals, and insurance companies, whether or not the mortgage is granted, to:

- help make decisions about credit and credit related services for me/us and members of my/our household;
- help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for myself/ourselves and members of my/our household;
- trace debtors, recover debt, prevent fraud and to manage my/our accounts or insurance policies;
- check my/our identity to prevent money laundering, unless I/we furnish the Company with other satisfactory proof of identity;
- carry out statistical analysis about credit insurance and fraud; and
- provide details of products and services which they feel may interest me/us either by way of letter, telephone, fax or email.

22 The Company may also pass information to financial and other organisation involved in fraud prevention to protect it and its customers from theft and fraud.

23 I understand any telephone calls to do with my application or mortgage may be recorded and monitored for security, quality and/or training purposes.

24 I/We consent to my/our personal information being used by the Company now and in the future for the purposes of market research, telemarketing and/or training purposes.

25 I/We authorise the Company when making its enquiries to use appropriate statistical techniques including credit scoring for assessing my/our application, for profiling, securitisation and for carrying out the Company's rights and obligations in any agreement with me/us and that my/our information may be processed automatically. I/We understand credit searches may be carried out in the name of another mortgage lender ("Business Partner") with whom the Company has an arrangement to transfer the mortgage, and that the search details will be recorded on my/our credit history. I/We also understand that my/our application may be evaluated using the credit scoring system of the Business Partner.

The Company may write to you from time to time about other products or services which may be of interest.

However if you do not wish to receive direct marketing information from the Company,

Please tick this box

The above declaration sets out why the Company requires information about you and how such information will be processed. By signing this declaration you will be stating that you have read and understood the information contained in this declaration and will be giving your consent to the use of your personal information for all the purposes referred to above.

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