

# Customer Declarations and Consents

**Please read this document carefully before going ahead with your application. If there is anything you do not understand please discuss with your mortgage intermediary before signing below.**

## **1. OUR DETAILS**

In this document “we”, “us” and “our” means Kensington Mortgage Company Limited (the mortgage lender) and our successors and anyone who takes over our legal rights and/or responsibilities under our agreement with you. We are authorised and regulated by the Financial Conduct Authority and our registered office is Ascot House, Maidenhead Office Park, Maidenhead SL6 3QQ.

## **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 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. If you appoint someone to act for you, you will need to provide written authority before we can provide information to them or follow their instructions and they will also have to go through our security procedures. We may monitor and record calls so we can check instructions you give us, train our staff and for quality monitoring purposes.

### **2.2 You can contact us by writing to us, by email or by calling us.**

We may contact you by writing to you, by email, by calling you, by SMS or by any other reasonable method of communication. 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, we mean all of you.)

Each of you will make the declarations and give the consents below. You are jointly and severally liable for the mortgage which means you are each responsible for following your obligations in this document and in the mortgage conditions and special conditions we send you and if one of you breaks an obligation we can take action against one or both of you.

Any of you can give us instructions to do with our agreement with you independently of the other borrower(s) and we do not need to check with the other borrower(s) before acting on those instructions but we may choose to do so.

Where reasonable, we may give information about your mortgage to one of you, rather than both. Where you share the same address we may send only one copy of any required communication addressed to both of you.

## **4. APPLYING FOR YOUR MORTGAGE**

### **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 mortgage from us. The intermediary will help you complete your application using our online application system.

Unless you are applying for a Buy-to-Let mortgage, the intermediary must, before you complete your application, give or send you an illustration document headed “key facts about this mortgage”.

Before your intermediary submits your application to us electronically, he will need to get your confirmation and agreement to this declarations and consent document (and tell us electronically that he has done so) before asking you to sign a paper copy.

You must each sign and return a copy of this declarations and consent document to us before we can issue a mortgage offer to you.

Please note the intermediary is not an agent of ours, does not work for us and cannot commit us to giving you a mortgage. You may have received advice or a recommendation about a particular mortgage product from your intermediary and where this is the case you should be aware such advice or recommendation has not been provided by us.

We may pay the intermediary a fee for introducing your mortgage application to us. Where this is the case your mortgage intermediary should tell you the amount of the fee. This fee will be stated in the illustration document your intermediary gives to you.

#### **4.2 Applicants**

You must be over 21 years of age to take out a mortgage with us or one applicant has to be at least 25 years of age for a Buy-to-Let mortgage.

#### **4.3 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 their 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 mortgage) 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 mortgage, you must write to us (or tell the intermediary who sent us your application). This may affect our decision about lending to you.

#### **4.4 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.

We may also refresh this information in the future whilst you have a mortgage with us, by checking your details with credit reference agencies and fraud prevention agencies and by asking you for details of your income and expenditure.

This may be necessary where we need up-to-date information to make a further lending decision, for example where we need to decide whether to make a further advance to you, or where we are checking to see whether the mortgage remains affordable for you. Any enquiries made to credit reference agencies during the life of your mortgage will not be visible to others when they view your credit record and will not affect your credit rating.

We may record telephone calls between you and us which will be monitored for security, quality or training purposes.

#### **4.5 Fees**

We will tell you about any fees and expenses you have to pay in relation to your application and mortgage in your offer letter, mortgage conditions and tariff of fees and charges.

An application fee may be payable upfront for the mortgage. This is non-refundable.

You may have to pay an early repayment charge if your mortgage is repaid before the end of the term.

Where fees have been added to your mortgage this is because you have chosen to do so in your mortgage application.

Interest will be charged on these fees for the duration of the mortgage. If you do not want to add these fees to the mortgage you can choose to pay these upfront.

There may be additional fees that you have to pay to your mortgage intermediary. These fee arrangements are between you and your intermediary.

#### **4.6 Declined application**

We may decline this application or withdraw or revise an offer at any time before any advance is made to you. Where we do so on the basis of an automated decision we will let you know and you have the right to ask us to review that decision.

### **5. VALUATIONS**

#### **5.1 Initial Valuation**

We will arrange a valuation of your property to help us decide about lending to you. This may be an automated valuation or involve a physical inspection of the property. We, or your mortgage intermediary, may charge you a fee for this valuation. This fee is non-refundable even if the mortgage does not proceed or your application is declined.

This valuation is not a detailed structural report and is for our benefit, not yours, and so you should not rely on it. The valuer is not an agent of ours and we are not responsible for any representations or opinions they express. 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 re-valued at any time during the term of your mortgage with us. If we ask 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;
- you are intending to make a change to the property which may affect the value of the property provided as security for the mortgage (for example home improvements, a part sale of land or grant of a lease or granting someone else a right that affects your property known as an "easement"); or
- it was otherwise reasonable in the circumstances due to a need for us to be able to re-assess the value or condition of our security.

## 6. MAKING YOUR REPAYMENTS

If we give you a mortgage, you must make all your repayments on time.

You may consider taking out your own payment protection insurance or making other arrangements to make sure you can keep up your repayments if you have an accident, fall ill or become unemployed. You may also wish to consider taking out appropriate life insurance to repay the mortgage in the event of your death. If you do choose to make such arrangements you may wish to speak to your mortgage intermediary or a consumer advice service about your insurance needs.

## 7. WE MAY TRANSFER OUR RELATIONSHIP WITH YOU

We can transfer any (or all) of our rights and responsibilities under our agreement with you to someone else at any time.

For example, we may sell or assign your loan (and any mortgage or other security we have for your repayments) to another business. We, or others we sell or assign your mortgage to, may raise finance on your mortgage.

If we transfer our responsibilities under our agreement with you we will make sure the person we transfer them to takes on the same responsibilities towards you. Your rights and responsibilities will be the same as under our agreement with you.

## 8. BUY TO LET MORTGAGES

Where the mortgage is to be secured over a buy to let property you agree that:

- (a) you will not, and do not intend, to occupy the property and the property will be let under a rental agreement in accordance with our letting criteria;
- (b) the mortgage is entered into wholly and predominantly for the purposes of a business carried on, or intended to be carried on by you (unless you have told us otherwise as part of your mortgage application);
- (c) you understand that where the mortgage is entered into for the purposes in (b) above this is an investment property loan and so you will not have the benefit of the protections and remedies that would be available to you if the mortgage was a consumer buy to let mortgage contract under The Mortgage Credit Directive Order 2015; and
- (d) you are aware that if you are in any doubt as to the consequences of the mortgage not being a consumer buy to let mortgage contract under The Mortgage Credit Directive Order 2015 then you should seek independent legal advice before proceeding with the mortgage.

## 9. USING INFORMATION ABOUT YOU

For the purposes of the General Data Protection Regulation 2016 and the Data Protection Act 2018 (together "the Data Protection Legislation"), we are the data controller of the information we collect and use about you.

We will adhere to all legislation concerning Data Protection, and uphold your rights as to the control and processing of your data.

Please read the Fair Processing Notice ("FPN"), in Appendix A of this document, for further details on how we collect and use your data.

## YOUR CONSENT

By signing below you confirm that:

- a) you have received and read a copy of the Customer Declarations and Consents and agree to give the declarations and provide the consents set out in this document for now and for the duration of your mortgage agreement with us;
- b) you have received a copy of your mortgage application from your mortgage intermediary;
- c) you have received and read the illustration provided to you by your mortgage intermediary;
- d) you have read and understood the Fair Processing Notice relating to our collection, use and processing of your data, and your rights relating to that processing; and
- e) you have given true, complete and up-to-date information in your mortgage application, including mentioning everything you think may be relevant and to the extent we and/or third parties do not have a legitimate interest in processing your personal data, you grant your explicit consent to:
- f) our processing of your personal data, including carrying out searches with the parties illustrated in the attached Fair Processing Notice (see Appendix A), in particular with credit reference agencies and fraud prevention agencies;
- g) our transfer of your personal data outside of the EEA where necessary for the administration of our agreement with you or for the purposes of running our business; and
- h) our collection and use of your special category data, and criminal records and offences data, for the purposes set out in the Fair Processing Notice.

Signed by First Applicant	
Print name	
Date	

Signed by Second Applicant	
Print name	
Date	

### RESIDENTIAL CUSTOMERS

**THINK CAREFULLY BEFORE SECURING OTHER DEBTS AGAINST YOUR HOME.  
YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.**

### BUY-TO-LET CUSTOMERS

**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.**

## APPENDIX A: Kensington Mortgage Company Limited Fair Processing Notice (“FPN”)

**This document sets out how and why we process data about you, the reasons for doing so, and sets out your rights relating to Data Protection legislation.**

For the purposes of the General Data Protection Regulation 2016 and the Data Protection Act 2018 (together “the Data Protection Legislation”), we are the data controller of the information we collect and use about you.

### 1 We get information about you in different ways, for example:

- information you give us or other companies in our group when you apply for a mortgage or at other times;
- what we or other companies in our group learn from our relationship with you and the way in which you run your mortgage account(s);
- public records like the Electoral Register, County Court Judgments (CCJs) and bankruptcies;
- from people such as your past and current employers, solicitors, intermediaries, debt counsellors, lenders, landlords, accountants, banks, tax offices and insurers, who may provide references or other information about you to help with our lending decisions; 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.

### 2 We may use information about you to:

- carry out the checks mentioned in 1, and prevent and detect fraud, money laundering and other crime;
- verify your identity and the identity of your spouse, partner or other directors/ partners;
- seek references and information about you where we think it is reasonably necessary to decide whether to lend to you;
- decide whether to give you a loan and (later) whether to increase your loan or offer you other products;
- refresh the information we already have about you, for example to make enquiries with Credit Reference Agencies to check whether you can afford the mortgage and any further lending;
- make credit decisions about you to help us to administer your mortgage account;
- set up and run our relationship with you, and collect your payments;
- assist us in arrears handling and debt collection;
- help run and improve our business;
- market other products to you where we have your consent;
- meet our obligations to any relevant regulatory authority;
- protect our interests;
- carry out assessment and analysis (including credit and/or behaviour scoring, market and product analysis) to better understand the performance of our mortgages, to help us design appropriate collection strategies and to develop and improve our services to you and other customers.

### 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);
- affiliates and 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, analytic and market research firms and people funding us or running your account for us), to use as reasonably needed for those services;
- people giving you advice/your advisers (including but not limited to accountants, lawyers or other professional advisers) where authorised by you;
- any party with whom you or your agents have or are considering entering into a contractual agreement in relation to any mortgage;
- 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;
- any actual or proposed purchaser of your mortgage or anyone who takes a charge over it and any person involved in its funding or who has or intends to acquire an interest in your mortgage (securitisation entities) and all their advisers;
- anyone we reasonably think we should (or can) give the information as required by law;
- any actual or proposed third party guarantor of your obligations under the mortgage, or any third party provider of security or insurance for our benefit in connection with your loan;
- any actual or proposed buildings and/or contents insurer;
- our regulator the Financial Conduct Authority and its successors and industry bodies;

- Fraud Prevention Agencies, Credit Reference Agencies, the police and any other relevant law enforcement agency;
- the Land Registry, the Registers of Scotland and HM Revenue & Customs and other proper bodies, persons or bureaux;
- any other party who it may be necessary to inform in connection with any contemplated litigation; 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.

#### **4 Special category data**

We may use special category data about you for the purpose of processing the application and for the duration of the mortgage to run our relationship with you. We will ask you first if we are going to do this. Special category data may include information, or can be inferred from the data, relating to your health, religion, and commission of offences or court proceedings. For example, if you ask us not to telephone you on particular religious holidays, we would need to record this on your file. We may also keep a record of any health issues you tell us about, as we are required by the Financial Conduct Authority (FCA) to identify vulnerable customers to ensure we treat them fairly.

#### **5 Criminal records and offences data**

We may use this category data to satisfy our risk requirements in deciding to lend to you, or for the purposes of fraud prevention or any other requirement that we are obliged to undertake by law.

#### **6 Credit reference agencies (“CRAs”)**

In order to process your loan application, we will perform credit and identity checks on you with one or more Credit Reference Agencies (“CRAs”). Where you take a loan or other product from us we may also make periodic searches at CRAs to manage your loan account with us.

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 CIFAS fraud prevention information.

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.

We do not utilise CRA ‘scores’ to make lending decisions; we only use factual account history records as provided by the CRAs. We will continue to exchange information about you with CRAs while you have a relationship with us, including whether or not you make your loan repayments on time, if you default on your mortgage, if we take possession of your property or enter into any repayment arrangements. If you have a loan 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. This reporting may make obtaining future credit more difficult.

When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

A number of searches within a short period may impact on your ability to obtain credit.

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.

The identities of the CRAs, their role also as fraud prevention agencies, the data 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 in the Credit Reference Agency Information Notice (“CRAIN”), a common statement developed by the 3 major CRAs. A copy of the CRAIN can be found on the homepage at [www.kmc.co.uk](http://www.kmc.co.uk). CRAIN is also accessible from each of the CRAs – clicking on any of these three links will also take you to the same CRAIN document: Callcredit ([www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain)); Equifax ([www.equifax.co.uk/crain](http://www.equifax.co.uk/crain)); Experian ([www.experian.co.uk/crain](http://www.experian.co.uk/crain)).

#### **7 Fraud prevention agencies (“FPAs”)**

##### **7.1 General:**

- Before we provide services, goods or financing 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.
- 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.

- Details of the personal information that will be processed are, for example: name, address, date of birth, email address, contact details, financial information, employment details, and device identifiers, including IP address.
- We and fraud prevention agencies may also enable law enforcement agencies to access and use your personal data to detect, investigate and prevent crime.
- 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 loan or other product you have requested.
- Fraud prevention agencies 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 years.

## 7.2 Automated decisions:

- As part of the processing of your personal data, decisions may be made by automated means. This means we may automatically decide that you pose a fraud or money laundering patterns or if our processing reveals your behaviour to be consistent with that of known fraudsters or money launderers; or is inconsistent with your previous submissions; or you appear to have deliberately hidden your true identity.

## 7.3 Consequences of processing:

- If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, we may refuse to provide the services and financing you have requested, or to employ you, or we may stop providing existing services to you.
- A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to you. If you have any questions about this, please contact us on the details provided.

## 7.4 Data transfers:

- Whenever fraud prevention agencies 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.

## 7.5 Your rights:

- Your personal data is protected by legal rights, which include your rights to object to our processing of your personal data; request that your personal data is erased or corrected; request access to your personal data.
- For more information or to exercise your data protection rights see section 13 below or please contact us using the contact details provided.
- You also have a right to complain to the Information Commissioner's Office which regulates the processing of personal data.

## 8 Insurance and 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 your insurance history.

## 9 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.

For the purposes of this application you may be financially linked as your application will be assessed with reference to any "associated" records.

We and other lenders may take this association into account in future applications for credit or financial services.

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.

## 10 Our legal basis for processing your data

In most cases our use of your personal data is necessary for the administration of our agreement with you or for the purposes of our legitimate interest in running our business. However sometimes we process your information because we have a legal obligation to do so, for example to carry out anti-money laundering checks, or where it is in the public interest. In other cases we will ask for your consent before we process your data.

## 11 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 in countries outside the European Economic Area which are not considered to have the same level of data protection as in the EU. If we do this, we will require the people with whom we share your information to protect it to at least UK standards (for example by imposing contractual obligations on them).

Should you wish to know more about how data is protected please contact us using the details below.

## 12 Automated decisions

- We may use credit scoring methods or other automated decision-making systems to check your identity, help us decide whether to lend to you and (later) to run our relationship with you.
- Following completion of your mortgage, we may use automated systems for the purposes of research carried out in connection with the mortgage lending business, some of which are legal obligations.
- If we decide not to progress your mortgage application, your intermediary will be informed and if the decision is based solely on automated decision making systems, you will be given an opportunity to appeal in writing.
- You have rights in relation to automated decision making, in that you may seek manual intervention including reassessment of any automated decision. If you want to know more please contact us using the details provided in section 17 below.

## 13 Your data, your rights

You may exercise several rights in relation to the data we process about you. These are:

### 13.1 Access to your Personal Data:

We will tell you whether we process personal data concerning you, and provide you with the required information about that processing, as well as a copy of the personal data. There is no charge for this, unless the request is disproportionate or excessive, or if you request additional copies. If you wish to exercise this right, please use our online form, telephone on 0333 300 0921 between the hours of 9am to 5:30pm, Monday to Friday or write to us at Ascot House, Maidenhead Office Park, Maidenhead SL6 3QQ, stating that you are making a "Data Subject Access Request".

### 13.2 Rectification:

Please let us know if you believe that we are using any inaccurate or incomplete personal data about you.

### 13.3 Other rights:

As determined by Data Protection Legislation, you may ask us to:

- Erase the personal data we hold and use about you (right of erasure);
- Restrict the way in which we hold and use your personal data (right of restriction);
- Provide you with your data in a re-usable structure, or transmit this to another party as your request (Right of Data Portability);
- Stop holding or using your data for specific reasons, including marketing (right to object).

Please note that in most circumstances we are unable to cater for these rights as your personal information is necessary for the processing of your mortgage.

### 13.4 Automated processing:

You also have the right not to be subjected to a decision based solely on automated processing (e.g. taken solely by a computer) where this decision has a legal or otherwise significant effect on you.

- If you would like to exercise any of the rights mentioned in 13.2, 13.3, and 13.4, or for further information in relation to the way in which we process your data, please contact our Data Protection Officer on [DPO@kmc.co.uk](mailto:DPO@kmc.co.uk) or write to The Data Protection Officer, via the details in section 17 below.
- You can find out more about your rights, and how to exercise them, or refer any concerns you have to the Information Commissioner's Office ([www.ico.org.uk](http://www.ico.org.uk) or call their helpline on 0303 123 1113).

## 14 Marketing preferences

Your mortgage intermediary will have confirmed your marketing preferences to us when he submitted your mortgage application and confirmed whether you consent to us contacting you to tell you about other financial products that may suit you and give your information to other people to do the same. If you need confirmation of what marketing preferences you have selected please ask us or your intermediary.

If you change your mind in the future you can withdraw your consent to marketing at any time by telling us.

## 15 How long will personal data be retained?

Records shared with credit reference agencies remain on file for 6 years after they are closed, whether settled by you or defaulted.

We store other information for as long as it is necessary for the purposes for which we collected it, in accordance with the Data Protection Legislation.

## **16 Who controls my data?**

The data controller of your information is Kensington Mortgage Company Limited.

## **17 Queries and complaints**

If you have any questions about how your personal data is used or wish to complain, please contact:

The Data Protection Officer  
Kensington Mortgage Company Limited  
Ascot House  
Maidenhead Office Park  
Maidenhead  
SL6 3QQ

DPO@kmc.co.uk

You have a right to complain to the Information Commissioner's Office ([www.ico.org.uk](http://www.ico.org.uk)), whose contact details are:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire SK9 5AF

Tel: 0303 123 1113 (local rate) or 01625 545 745 if you prefer to use a national rate number.