

The information provided within your application to Kensington will form part of the terms of your mortgage. Kensington will rely upon the truth and accuracy of the information you have provided within the application and any supporting documentation, and will rely upon the truth and accuracy of the declarations set out below. For your own benefit and protection you should read the declarations carefully and ensure you understand them. If there is anything you do not understand and require explaining, please discuss this with your financial adviser (referred to in these declarations as your "intermediary").

I declare and undertake that:

1. I have seen and checked the information in my application. I understand that my application has been submitted automatically via electronic transfer to Kensington by my intermediary. The information given in the application is:
 - a. true to the best of my knowledge and belief;
 - b. forms part of the terms of my mortgage; and
 - c. contains all the facts and information that might influence Kensington's decision to accept my application.

I undertake to notify Kensington immediately of any change in my circumstances which affects or may affect the information given prior to any mortgage being made.

I acknowledge and agree that Kensington and any person interested now or in the future in the loan, mortgage or other security may rely upon the truth and accuracy of the information that I have given on this form and any supporting documentation.

2. No person (other than an employee of Kensington) has made any representation or given any undertaking on behalf of Kensington in relation to the mortgage I have applied for. I understand that my intermediary has no authority from Kensington to make any such representation or undertaking. If a person (other than an employee of Kensington) has made any representation or undertaking about the mortgage applied for, I understand that Kensington shall not be liable for any such representation or undertaking.
3. I will make all payments by Direct Debit. I understand that the amount that I pay each month may change or the date that I make my monthly payment may change and that in either case Kensington will give me notice in writing before this happens. On this basis, I waive the normal fourteen days BACS notice requirement.
4. If there is more than one of us applying for the mortgage, then we agree and understand that our liabilities and obligations hereunder are joint and several. We consent to Kensington sending all communications and statements of account to one only of us unless we otherwise notify Kensington in writing. In such case we declare that any one of us is entitled to disclose information about any other joint applicant and/or anyone else referred to by us.
5. I authorise Kensington, upon receipt of the application and where applicable in line with Kensington's policy from time to time, to initially carry out an automated valuation of the property on which the mortgage is to be secured at my cost. Where further inspection is required, or where an automated valuation is not applicable under Kensington's policy from time to time, Kensington is authorised to instruct a qualified valuer ("Valuer") to carry out a valuation of the property at my cost.
 - a. Automated valuation - I acknowledge and agree that neither Kensington nor the firm instructed for the automated valuation are under any liability for negligence or on any other basis whatsoever to me as purchaser in respect of the value or the state or condition of the property. I acknowledge and agree that neither Kensington nor the firm instructed for the automated valuation shall be obliged to disclose the contents of the automated valuation report to me or my representatives in any circumstances.

- b. Valuation - I acknowledge and agree that neither Kensington nor the Valuer are under any liability for negligence or on any other basis whatsoever to me as purchaser in respect of the value or the state or condition of the property. I acknowledge that the inspection of the property will be confidential to Kensington and will not include a detailed survey of the structure unless specified by me. I understand that Kensington is not the agent of the Valuer, nor is the Valuer Kensington's agent, and that neither Kensington nor the Valuer warrants, represents or gives any assurance to me that the statements, conclusions and opinions expressed or implied in the Valuer's report and mortgage valuation are accurate or valid. I understand that any copy of the report will be supplied to me without any acceptance of responsibility by Kensington or the Valuer.

I understand that Kensington recommends that I arrange for a more detailed inspection of the property for my own purposes.

6. I hereby authorise:

- a. my solicitor to disclose to Kensington any information relevant to its decision to lend and I waive any right to claim solicitor/client confidentiality or legal privilege in respect of such information;
- b. any accountant named in the application form to provide information relating to any matter stated in the mortgage application to Kensington and vice versa.

7. I acknowledge and agree that Kensington, its successors in title and assigns may in due course raise finance on any mortgage that may be made to me and may:

- a. transfer, assign, novate or otherwise dispose of any benefits, rights and obligations (to the extent possible in law) of such mortgages together with any collateral security provided with it;
- b. enter into any contractual arrangements relating to the funding of such mortgage with any person; and/or
- c. pass any information contained in this application and any supporting documentation or any other information relating to the property, the mortgage, the security for the mortgage and the history and conduct of my account to any interested or potentially interested person and/or such person's advisers who may rely upon the truth and accuracy of the information contained in this application.

8. I accept and agree that:

- a. information given in this application, and all other information about me given by any person to Kensington or otherwise held by Kensington, may be held and retained after my account is closed; Kensington may share my information with third parties including other group companies and its parent company, Investec PLC and its associated companies; and with any insurance company and its associated companies that provide insurance services or products in connection with the mortgage;
- b. information may be disclosed to any other companies trading within the Kensington Group and to other third parties, including other lenders, for the purpose of sending me details of any products or services which Kensington thinks may be of interest to me by post or by telephone.

I may at any time inform Kensington, in writing, that I do not wish to receive future marketing literature;

- c. my name and address may also be disclosed to market research organisations for the purpose of confidential market research conducted on behalf of Kensington.
- d. for further information on how my information is used, how you maintain the security of my information and my rights to access information you hold on me, I should write to the Data Protection Officer at Kensington.

9. I acknowledge and agree that:

- c. Kensington will make searches about me at credit reference agencies who will supply it with credit information;
- d. credit reference agencies will record details of the credit search whether or not this application proceeds and may use credit scoring methods or other automated decision making systems to assess this application. I understand that each search will be registered on my credit file(s) individually, and that a number of searches within a short period may impact on my ability to obtain credit; and

- e. credit searches and other information which is provided to Kensington and/or credit reference agencies about me and those with whom I am linked financially may be used by Kensington and other companies if credit decisions are made about me, or other members of my household, and that this information may also be used by third parties to trace me to recover any outstanding debt owed to Kensington as well as the management of my account;

1. I acknowledge and agree that:

- a. Kensington will make searches with credit reference agencies or other agencies to verify my identity;
- b. Kensington may use different data made available by credit reference agencies, which may be taken from publicly held information such as the electoral roll and court judgments as well as non-public information relating to my credit history and data provided by fraud prevention agencies; and
- c. a combination of the data referred to in a) and b) above will be used to verify my identity, and may also be used from time to time for the prevention of money laundering.

2. I acknowledge and agree that to prevent or detect fraud, or to assist in verifying my identity:

- a. Kensington may make searches of group records and at fraud prevention agencies who will supply them with information, and that Kensington may pass information to financial and other organisations involved in fraud prevention to protect itself and its customers from theft and fraud;
- b. if false or inaccurate information is provided to Kensington and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering;
- c. Kensington, members of the Kensington Group, and other companies may use any information it receives if decisions are to be made about me (or others at my addresses) on credit or credit related services or motor, household, credit, life or any other insurance facilities, and that such information may also be used for tracing and claims assessment; and
- d. I consent to Kensington checking the validity of any identification document I provide to prove my identity with the issuing authority of that document.

Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to the Compliance Officer at Kensington.

- 3. I have the right of access to my personal records held by credit and fraud agencies. Kensington will supply their names and addresses upon written request.
- 4. I acknowledge and agree that where I borrow or may borrow from Kensington, it may give details of my account and how I manage it to credit reference agencies and to other third parties including other lenders. I acknowledge and agree that if I borrow and do not repay in full and on time, Kensington may tell credit reference agencies who will record the outstanding debt.
- 5. I understand that if my application is made in joint names and Kensington searches the files of a credit reference agency, an "association" will be created with the other person(s) named within the application. Kensington or other lenders may take this association into account in future applications for credit or financial services. The association will remain between us until one of us successfully applies for "disassociation" with the credit reference agencies. I understand that information held about me by credit reference agencies may be linked to records relating to other persons. I understand that for the purposes of this application I may be financially linked as my application will be assessed with reference to any "associated" records.
- 6. I agree that Kensington may make enquiries of any person including current and previous lenders, employers, landlords, accountants, bankers, the Land Registry, and HM Revenue and Customs in the processing of this application and the administration of my account.
- 7. I understand that any telephone calls and emails to do with my application or mortgage may be recorded and monitored for security, quality and/or training purposes.
- 8. I acknowledge that part of the valuation fee paid by me with this application will be used for the cost of any initial assessment by Kensington of my application, and that if the application is declined or does not proceed before any valuer has been instructed, some or all of the valuation fee may not be refunded. I further acknowledge that once any valuer has been instructed, no refund of the valuation fee paid can be allowed. This is not applicable to products on which a free standard valuation is offered.

9. I confirm that I 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 the application.
10. I authorise Kensington to email any documentation to my intermediary and to liaise with my intermediary regarding my application. I acknowledge that Kensington may pay my intermediary a fee for introducing this mortgage application to Kensington, and that the payment of such fee could prejudice the impartiality of my intermediary when advising me on the mortgage.
11. I agree that Kensington will keep any form of commission insurers may give it for arranging my insurance with them as a part of this mortgage.
12. I authorise Kensington to add to or deduct from the mortgage advance any arrangement fee, acceptance fee, valuation fee or telegraphic transfer fee where applicable or any other fee as may be stated in the mortgage offer Key Facts Illustration.
13. I accept that Kensington may withdraw, revise or cancel any mortgage offer without stating a reason.
14. I authorise Kensington or its agents to make such enquiries and take up such references as it considers necessary in relation to my application.
15. I have received and read the Key Facts Illustration (KFI) provided to me by my intermediary in respect of my application.
16. I acknowledge and agree that any reference to "Kensington" shall include any permitted assignees and successors in title from time to time.

I UNDERSTAND THAT MY HOME MAY BE REPOSSESSED IF I DO NOT KEEP UP REPAYMENTS ON MY MORTGAGE

I have checked that the application form has been fully completed. I have read and understood the 25 declarations stated above and agree that by submitting the application Kensington can use my information for all the purposes referred to within those declarations.