

Schedule 6
(General Product Terms)

[General Product Terms
AS AT April 2015]

The General Product Terms may be updated and amended from time to time. The General Product Terms set out matters which relate to the operation of the Home Provider in respect its approach to confidentiality, data protection, sharing information to other product providers and its complaints process. Changes to the General Product Terms applicable to all home purchase plans operated by Gentoo Genie Limited may be made from time to time in relation to changes in operational requirements to reflect the commercial interpretation of applicable law or regulation as an updated version of the General Product Terms. The Home Provider shall notify the Purchaser(s) in writing of any new General Product Terms and shall display them on the Website. The Home Provider shall give the Purchaser(s) no less than six weeks' written notice of the updated General Product Terms and such updated General Product Terms shall take effect as the 'General Product Terms' from the date specified in such notice.

Terms defined in these General Product Terms have the meaning given in the Finance and Sharing Agreement which forms part of the Home Purchase Plan Documents, which has been entered into between You as the Purchaser(s), the Home Provider, the Title Trustee and the Security Trustee (the "Agreement"). These General Product Terms should be read in conjunction with the Agreement.

1) Confidentiality of Purchaser(s) Information

The Home Provider and the Title Trustee and the Security Trustee will treat the personal information of the Purchaser(s) as private and confidential. Nothing about the relationship of the Purchaser(s) in relation to the Home Purchase Plan will be disclosed other than in accordance with the terms set out below:

- (a) where the Home Provider or the Title Trustee or the Security Trustee (or any third party acting on their behalf) are legally compelled to do so; or
- (b) where there is a duty to the public to disclose; or
- (c) where the Home Provider or the Title Trustee or the Security Trustee interests require disclosure; or
- (d) where disclosure is made at the request of the Purchaser(s) or with its consent; or
- (e) disclosure is to any person to whom the Home Provider or the Title Trustee or the Security Trustee propose to transfer any interest under the Agreement.

2) Credit Reference Agencies

1. Information held by credit reference agencies is used by the Home Provider or the Title Trustee or the Security Trustee and others to help verify the identity of customers and, where they wish to enter into a Home Purchase Plan or finance or credit, to assess their ability to meet financial commitments. The Home Provider will make checks such as:

- (a) assessing the application for credit;
- (b) verifying identities to prevent and detect crime and money laundering; and
- (c) undertaking periodic searches at credit reference agencies and fraud prevention agencies to manage our account with us;

2. When considering applications, the Home Provider will share information about the Purchaser(s) with credit reference agencies who, where appropriate, will supply the Home Provider with information about the credit history of the Purchaser(s) and information from the Electoral Register to verify the identity of the Purchaser(s). Credit reference agencies record whether or not your application is for credit even if you do not proceed and if you make a number of applications for credit within a short period of time, this may temporarily affect your ability to obtain credit. When credit reference agencies receive a search from the Home Provider they will:

- (a) place a search "footprint" on your credit file whether or not this application proceeds. If the search was for a credit application the record of that search (but not the name of the organisation that carried it out) may be seen by other organisations when you apply for credit in the future;
- (b) link together the records of you and anyone that you have advised is your financial associate including previous and subsequent names of parties to the account. Links between financial associates will remain on our and their files until such time as you or your partner successfully files for a disassociation with the credit reference agencies. By making such an application, the Purchaser(s) will be declaring that it is authorised to disclose information about its fellow applicant for these purposes;

3. If the Purchaser(s) applies or has applied for a product or service with another person which may involve it receiving finance, an association between the Purchaser(s) and its fellow applicant(s) may be created by the credit reference agencies, which will link the Purchaser(s)'s financial records unless and until the Purchaser(s) successfully files a notice of disassociation with the agency;

4. Information held about the Purchaser(s) by credit reference agencies may already be linked to records relating to its financial associates (if any). If so, any application for credit will be assessed with reference to the records of any associates;

5. Where the Purchaser(s) enters into a Home Purchase Plan with the Home Provider, the Home Provider may share details of any Home Purchase Plan the Purchaser(s) has with the Home Provider (or which is managed by the Home Provider), where the Purchaser(s) has agreed, and how the Purchaser(s) manages them with credit reference agencies. This information may be used by the Home Provider and providers of financial services when considering the applications of the Purchaser(s) for Home Purchase Plans and managing the Purchaser(s)'s Home Purchase Plan;
6. If the Purchaser(s) enters into a Home Purchase Plan and does not make the payments due in full and on time or make proposals for payment acceptable to the Home Provider within 28 days of demand and the amount owed is not in dispute, the Home Provider may tell credit reference agencies who will record the outstanding sums due. If details of the Purchaser(s)'s default are given to credit reference agencies, this may affect the ability of the Purchaser(s) to obtain a Home Purchase Plan or financing or credit in future.

3) *Crime Prevention and Debt Recovery*

To prevent crime, to verify the identity of the Purchaser(s) and to recover sums due, the Home Provider and/or the Title Trustee and/or the Security Trustee may exchange information with other members of their corporate group and, where appropriate, with fraud prevention and debt recovery agencies and other organisations involved in crime prevention (both in the UK and where appropriate, overseas). If the Purchaser(s) gives the Home Provider and/or the Title Trustee and/or the Security Trustee false or inaccurate information and the Home Provider and/or the Title Trustee and/or the Security Trustee suspects fraud this will be recorded. Information held by fraud prevention agencies may be used by lenders and insurers when making decisions about the Purchaser(s) or others at its address(es) for credit-related services or motor, household, credit, life or any other insurance facilities and for debt tracing, claims assessment and to verify identities to prevent money laundering.

4) *Data Processing*

1. The Home Provider, the Title Trustee or the Security Trustee may record, use, exchange, analyse and assess relevant information about the Purchaser(s) and its relationships with the Home Provider, the Title Trustee or the Security Trustee, including the nature of transactions with the Purchaser(s), for credit assessment, market research, insurance purposes and in servicing the Purchaser(s)'s relationships with the Home Provider, the Title Trustee or the Security Trustee. This may include information provided by the Purchaser(s), or someone acting on its behalf, which is relevant to its relationship with the Home Provider, the Title Trustee or the Security Trustee including information obtained from third parties;
2. Relevant information may also be exchanged with members of the Home Provider, the Title Trustee or the Security Trustee and/or the Home Provider's Group and others for audit purposes and if required by appropriate governmental and non-governmental regulators or ombudsmen. The Home Provider aims to keep the Purchaser(s)'s information up-to-date: please advise the Home Provider of any changes. The Home Provider may use other companies related to it and/or third parties to process information and provide services on its behalf. Whether it is processed in the UK or overseas, the information of the Purchaser(s) will be protected, in accordance with data protection legislation, by a strict code of secrecy and security which all members of the Home Provider group, their staff and any third parties are subject to and will only be used in accordance with the instructions of the Home Provider.

5) *Products and Services*

1. With permission of the Purchaser(s), the Home Provider may exchange, use, analyse and assess relevant information about the Purchaser(s), including the nature of its transactions, to give the Purchaser(s) information about products and services (including mortgages), available from related companies and those of selected third parties which may interest the Purchaser(s) by telephone, post, e-mail, secure e-messaging, text messaging services and other means.
2. If the Purchaser(s) does not want the Home Provider to contact it about products and services that the Home Provider feel may be relevant to it, please let the Home Provider know.

6) *Miscellaneous*

1. Under data protection legislation, the Purchaser(s) can make a written request for a copy of certain personal records the Home Provider holds about it. A charge may be made for this service. The current maximum fee is £10.00 per request from each individual;
2. The Purchaser(s) has the right of access to its personal records held by credit and fraud prevention agencies. Please telephone the Home Provider on telephone number 0330 123 1313 if details of the credit reference and fraud prevention agencies that the Home Provider uses are required;
3. To ensure that the Home Provider carries out the instructions of the Purchaser(s) accurately, to help the Home Provider to continually improve its service and in the interests of security, the Home Provider may monitor and/or record telephone calls between the Purchaser(s) and the Home Provider. Any recordings remain the sole property of the Home Provider; and
4. The Home Provider may make and retain copies of passports, driving licences or other identification evidence that the Purchaser(s) provides.

7) *General*

1. If the Home Provider does not deliver the standard of service the Purchaser(s) expects, or if the Purchaser(s) thinks that the Home Provider has made a mistake, please let the Home Provider know. The Home Provider will then investigate the situation and, if necessary, set about putting matters right as quickly as possible. In addition the Home Provider will take steps, where appropriate, to prevent a recurrence. The Home Provider "How to Make a Complaint" leaflet contains information about its process for resolving complaints or contact the Home Provider on 0330 123 1313.
2. Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999, no term of the Agreement or any of the other Home Purchase Plan Documents shall be enforceable by any person who is not a party to, including any person residing on any basis at the Home, other than then Purchaser(s).
3. The Agreement and the Home Purchase Plan Documents and any non-contractual obligations arising out of or in connection with it is governed by the laws of England and Wales. Each of the Purchaser(s), the Title Trustee, and the Home Provider submit to the non-exclusive jurisdiction of the courts of England and Wales.
4. References to the Home Provider, Title Trustee, Security Trustee and the Purchaser(s) include its successors, transferees and assignees.