

How else can we help?

We want to help our customers in any way we can. If you have a hearing or speech impairment you can use Typetalk whenever you contact us, or contact us using Textphone on **08457 32 34 36***. For visually impaired customers we can provide documents in large print, Braille or on audio cassette. Please ask a member of staff if you'd like to know more.

Customer service

We do all we can to provide you with the service you want and expect. But we know sometimes things can go wrong. If you do ever have a complaint or a problem, we want to know. We'll be happy to help either in branch or over the phone on **08457 25 35 19**.

If you feel that your complaint has not been resolved, you may then want to contact the Financial Ombudsman Service. If you'd like a copy of our complaints procedure, please ask at any branch.

Please be aware that we sometimes monitor and record calls to help us improve our level of service, and we may record calls to resolve any queries or complaints.

*Calls from BT landlines to 0845 numbers will cost no more than 2p a minute plus a 7p connection fee. The price of calls through other phone companies and from mobile phones will be different. The call prices quoted above were correct in December 2008.

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Credit scoring

**How we work out whether we
can give you credit and how to
appeal if you are refused credit**



Credit scoring – an introduction

Contents

You've probably heard of credit scoring. Most major financial organisations use it to assess whether they should lend money to people who apply for credit. Yet it might not be obvious how credit scoring works, which is why we've put together this booklet. It explains how we use credit scoring, how it affects you, and what to do if you think something's wrong.

So what is credit scoring?

Whenever you apply to a financial organisation for credit such as a loan, credit card or mortgage, they may use credit scoring to work out whether to accept your application. Credit scoring is based on a system that predicts what might happen with your credit account based on the past performance of other, similar accounts of yours.

Credit scoring works by awarding points to all the relevant parts of your application and then adding these points together to make a score. It's this final score that we use to assess the risk involved in providing credit and decide whether we can go ahead and accept your application.

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How and why we use credit scoring

Borrowing money with a loan or credit card can be a very handy way to pay for something quickly and easily. But the last thing you want is to struggle when it comes to making the repayments. That's why we use credit scoring. It helps us make sure you're unlikely to get into difficulty with credit you can't afford.

By using credit scoring, we make sure each application we receive is treated in exactly the same way, and that our customers receive credit fairly and impartially. And we constantly check the systems we use to make sure they're accurate and fair.

Building up your profile

To give you a credit score, we'll look at three main pieces of information:

- The details you gave us on your application form.
- How you've managed other accounts with us.
- Information from a national credit reference agency.

We use all this information to build up your profile. This will include a range of details about you, such as your age, employment history, any existing loans you have with us and other lenders and how you've managed previous accounts – as well as any other factors that we know to be good indicators of risk.

Credit scoring and you

It's never pleasant being refused something. So if you're ever turned down for credit, you'll probably want to know why. Below you'll find some reasons why your application might have been declined.

Why we refuse credit sometimes

If we turned down your application, it simply means that, on this occasion, either:

- Your overall score wasn't high enough to reach our acceptable 'cut-off' score
- OR
- Our policy means we can't offer you credit (for example, as a responsible lender we don't offer credit to people who might find it difficult to meet the repayments).

None of this means we think you are a bad payer, or we have received some crucial information about how you manage your finances. It simply means that, taking past experience into account, people in similar circumstances to you were more likely to experience problems repaying their credit.

Keeping the details safe

Because we use many pieces of information to work out your credit score, there probably isn't one single detail that would lead to your application being refused. That's why we can't always be absolutely specific in our feedback. We understand it can be upsetting to be refused, but we must reserve the right to decline certain applications.

We also can't disclose details on our scoring levels or explain how we calculate your score. Making this information public could make our system less secure. People could, for example, use the information to make fraudulent applications. So we always keep the scoring details confidential.

If you have other credit with us

Sometimes we might accept your application for one type of credit, but refuse it for another. This is because your circumstances change over time, and all we can do is take into account the information that's currently available.

How to appeal against our decision

If you ever want us to take another look at your application, we'll always be happy to reconsider our decision – particularly if you can provide us with more information to support your application.

Appealing against a decision is very straightforward:

- For mortgage applications, please write to your local Halifax branch manager.
- For current accounts, personal loans or credit cards, please write to your local branch saying why you feel the decision is wrong. Please include anything you think could help your appeal, such as copies of bank statements or a credit reference file from Experian, Callcredit or Equifax (see page 10 for credit reference agency contact details).

When to re-apply

Your circumstances may change in the future, and we are happy to consider a new application at any time. There's no time limit to when you can re-apply, and we won't refuse an application just because we refused your previous one. However, if nothing has really changed since you last applied, the chances are we won't be able to change our decision.

What about other lenders?

All lenders have different policies, and their credit scoring system will reflect these. That means you could be accepted by another lender, even if we turn you down. Your application to us and our decision are completely confidential – we won't share them with anyone else. However, please be aware the credit reference agency may record the fact that we have looked at your file, and other lenders may take this into account when they consider your application.

Credit reference agencies explained

A credit reference agency gathers and stores financial and public information available about almost every adult in the UK. It doesn't make decisions about whether you should receive credit, but simply provides factual information to help financial organisations like us decide whether to accept your application.

What type of information do they provide?

Credit reference agencies provide us with financial and publicly available information about you, as well as information on your credit history.

The publicly available information includes data from the Electoral Register that helps us identify you. It also contains details of any County Court Judgements or bankruptcies against you.

Your credit history is made up of information from credit providers across the UK that share information with each other. So when someone applies for credit, they can check whether or not that person has repaid money in full in the past. If you've always regularly repaid credit, this will reflect well on your application. Alternatively, if in the past you weren't able to repay a loan on time, this may have a negative impact on your application.

Experience shows that people who have had financial difficulties in the past are more likely to have difficulties keeping up repayments in the future. And if you are already having difficulties, it might not be helpful to you to have more credit.

We work with three credit reference agencies, Equifax, Callcredit and Experian. You can find their contact details on page 10.

People living at your address

There have been stories in the press about people unfairly being refused credit because of the bad credit history of someone who once lived at their address. Rest assured, if we do ever take someone else into account when you apply, it will only ever be someone you are financially connected with.

Other members of your household

When we're considering your application for credit, we may take into account other members of your household with whom you have some sort of financial connection. For example, it could be someone you share an account with, or someone you have made a joint application with for credit in the past.

A credit reference agency won't provide us with information about someone who used to live at your address just for the sake of it. They will only ever do this if there has been a financial link with you and that other person.

Independent advice

If you have been refused credit you can get advice from your local Trading Standards Department, Citizen's Advice Bureau or Consumer Advice Centre. The Information Commissioner also produces a leaflet called 'No Credit?' that you might find useful. You can order a free copy from the Information Commissioner's website at www.ico.gov.uk or by telephoning **08456 30 60 60**.

How to find out your credit details

If you've been refused credit, you may want to see what information a credit reference agency holds about you. Agencies are required to let you have a copy of the information they hold.

It's a fairly straightforward process to see your details. Simply write to the credit reference agency asking them for a copy of your file – you can find their addresses on page 10. Or use the tear off slips at the back of this leaflet.

You'll need to include some details with your request to help the agency match your details correctly with your file:

- Your full name
- Your date of birth
- Any address you've lived at over the past 6 years, as well as any change of name you've had during that time.

What to do if you don't agree with your details

If the details a credit reference agency holds about you are correct, they can't change them. However, if something is wrong, their consumer help service will help you put it right.

If a credit reference agency gives you information about people you live with, but you don't have any financial connection with them, you can change this too. The agency will send you details of your rights under the Consumer Credit Act 1974 and the Data Protection Act 1998 when you apply to see your information.

Contacting credit reference agencies

No one wants to think they might be refused credit unfairly. So we try to be as up front and honest about our processes as possible, and are happy for you to contact the agencies we work with at any time.

How to apply to see your Equifax file

- Use the form on page 10
- Or write to: Equifax Plc, PO Box 1140, Bradford BD1 5US
- Or visit www.equifax.co.uk (you'll need to pay for your application by credit or debit card)
- Or telephone their Consumer Helpline on **0870 010 0583**.

How to apply to see your Callcredit file

- Use the form on page 12
- Or write to: Callcredit Plc, Consumer Services Team PO Box 491, Leeds LS3 1WZ
- Or visit www.callcredit.co.uk (you'll need to pay for your application by credit or debit card)
- Or telephone their Consumer Helpline on **0870 601 414**.

How to apply to see your Experian file

- Use the form on page 14
- Or write to: Experian Ltd, Consumer Help Services, PO Box 8000, Nottingham NG80 7WF
- Or visit www.experian.co.uk (you'll need to pay for your application by credit or debit card)
- Or telephone their Consumer Help Service on **0844 481 8000**.



Credit file application form
Data Protection Act 1998



I wish to apply under Section 7 of the above Act for a copy of the file (if any) held by Equifax which relates to me.

NB Payment may be made by Credit or Debit Card by completing the details below. Alternatively, please send a cheque or postal order for £2.00, with your application, made payable to Equifax.

Signature: Date:

Credit/debit card details

I authorise Equifax to charge my Credit/Debit Card the fee of £2.00 – (sterling) required for this service charge). I understand that for security reasons the report will be mailed, and not provided via e-mail.

Please indicate type of credit card:

Visa Mastercard Switch JCB SOLO

Card Number

Valid from Expiry date Issue No.

NB Cards not accepted are Visa Electron and some Charge Cards.

Please complete the following sections including any previous UK addresses at which you have resided during the last 6 years. Should Equifax have any information relating to you in its files, written details will be returned to you together with explanatory notes of your rights under the above Act.

Personal details

Title Full Forename Surname
(eg Mr/Mrs/Ms etc) (please do not abbreviate)

Date of Birth Telephone Number
(DD/MM/YY) (not mandatory – for contact purposes only if necessary)

e-mail
(for contact purposes)

Your current residential address details (see note below)

From (MMYY) To (MMYY)
Address

Post Town
County
Postcode

Your second previous address details

From (MMYY) To (MMYY)
Address

Post Town
County
Postcode

Your first previous address details

From (MMYY) To (MMYY)
Address

Post Town
County
Postcode

Your third previous address details

From (MMYY) To (MMYY)
Address

Post Town
County
Postcode

Note: In order to protect your privacy, your Credit File will be mailed to your current address, once Equifax have confirmed your identity using validated and reliable information. If these criteria are not met we will notify you of our further requirements.

On completion, please return to: Equifax Plc, PO Box 1140, Bradford BD1 5US.



Application for information under the Data Protection Act 1998



I wish to apply under Section 7 of the above Act for a copy of the file (if any) held by Callcredit which relates to me. I understand that Callcredit will:

- record the fact that I have requested a copy of my file. This record will not be shown to lenders searching my records, but it will be shown to me if I request another copy of my file in future;
- update its records to show any other names by which I have been known and any other addresses I have lived at.

I enclose a cheque/postal order for £2.00 made payable to 'Callcredit Plc'.

Signature: Date:

**PLEASE RETURN THIS FORM, TOGETHER WITH THE STATUTORY FEE OF £2.00 TO:
CALLCREDIT PLC, CONSUMER SERVICES TEAM, PO BOX 491, LEEDS LS3 1WZ.**

Personal details

Title Full Forename(s)
(eg Mr/Mrs/Ms etc) (please do not abbreviate)

Surname Date of Birth (DD/MM/YY)

Have you ever been known by another name in the past? Yes No
Please tick accordingly

If yes, please state full previous name

Current Address

House/Flat No.
House Name
Street Name
District
Postal Town
County
Postcode Time at address
yrs mths

First previous address

House/Flat No.
House Name
Street Name
District
Postal Town
County
Postcode Time at address
yrs mths

Second previous address

House/Flat No.
House Name
Street Name
District
Postal Town
County
Postcode Time at address
yrs mths

Third previous address

House/Flat No.
House Name
Street Name
District
Postal Town
County
Postcode Time at address
yrs mths

Note: In order to protect your personal information, your credit file will be posted to your current address, once Callcredit have confirmed your identity at the address using validated and reliable information. If we are unable to confirm your identity at your current address using information held on our records, we will contact you for further evidence of residence before producing and returning your credit file.



Experian™

Applying for your credit report under Section 7 of the Data Protection Act 1998



Four easy ways to apply for your Experian® credit report

1. **Online** via our website www.experian.co.uk.
2. **By calling** us on **0844 481 8000** (24 hours a day).
3. **By post.** Simply complete this form clearly in BLOCK CAPITALS, using a **black or blue ballpoint pen** and return it to the address below enclosing a postal order or cheque made payable to Experian Ltd.
4. **By visiting** www.creditexpert.co.uk and registering for unlimited online access to your report.

Important notes

Applying via the web or phone will speed your application and your report will be sent by post. When paying by card, it must be in your name. We accept the following cards: Visa, MasterCard, Maestro and Solo. To help us make sure we only send credit reports to people who are entitled to see them, all applications are subjected to security checks. **This is not a joint application.** If your partner or spouse wishes to apply for a copy of their credit report they must apply separately. We will check your details with the records we hold and share with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, we will record this and details will be passed to the other fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

picture from PDF



Please contact us at Experian Ltd, PO Box 8000, Nottingham, NG80 7WF if you want to receive details of the fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

1. Declaration

I wish to apply for either A or B (please only tick ONE box):

- A** a single copy of my Experian statutory credit report under section 7 of the Data Protection Act 1998 - the Conditions overleaf for the CreditExpert credit report and score do not apply **fee £2.00**
- B** a single copy of my CreditExpert credit report and score (including my Experian statutory credit report, National Credit Score and report summary) and I confirm that I have read and agree to the Conditions applying to the CreditExpert credit report and score which are located overleaf **fee £11.99**

Signed _____
Date (DD/MM/YYYY) _____

2. Previous reference number

I have previously received a copy of my report from Experian
Reference number _____

3. Your name

Mr Mrs Ms Miss Other title _____
Forename _____
Middle name(s) _____
Surname _____
Suffix e.g. Jnr, Snr _____
Date of birth (DD/MM/YYYY) _____
Any other name you have been known by
Surname _____
Forename _____

4. Your current address

Time at address _____ Years Months
House name _____
Flat no _____ House no _____
Street name _____
District _____
Post town _____
County _____
Postcode _____
Home telephone _____

5. Your first previous address (if lived at during last six years)

Time at address _____ Years Months
House name _____
Flat no _____ House no _____
Street name _____
District _____
Post town _____
County _____
Postcode _____

6. Your second previous address (if lived at during last six years)

Time at address _____ Years Months
House name _____
Flat no _____ House no _____
Street name _____
District _____
Post town _____
County _____
Postcode _____

7. Your partner/spouse

You do not have to complete this section but it helps us ensure our records of you and your partner reflect the most accurate picture of your credit relationships. If you provide this information, we will update our records to show that you are financially connected to this person at your current address. A link, known as a financial association, will be placed on yours and your financial associate's records, so that yours and their records will be taken into account if either or both of you make future credit applications. This link will remain until one of you notifies us that you are no longer, or have not been financially connected. By completing this section you confirm that your partner/spouse agrees to this and that you are authorised to provide this information on their behalf for this purpose. We will write to your associate and tell them what action we have taken.

Mr Mrs Ms Miss Other title _____
Forename _____
Surname _____
Suffix e.g. Jnr, Snr _____
Date of birth (DD/MM/YYYY) _____
Any other forename and/or surname they have been known by _____

Please return this form to: Consumer Help Service, Experian Ltd, PO BOX 8000, Nottingham NG80 7WF.

Payment instructions – please do not send stamps or cash

Please make cheques/postal orders payable to Experian Ltd to cover the total cost of your order. Your report will not be sent until payment is received.

Experian may occasionally send you updates on its services. If you do not wish to receive these, please tick here

If you would like updates by e-mail, state your e-mail address here: _____

Important information for customers

What happens next to my report application?

When we receive your credit report application we will:

- Send you your credit report
- Send you a leaflet called 'Your Credit Report Explained' which tells you how to sort out any problems you have with your credit report
- Update our records to show who you are financially connected with, any other names you have been known by and any previous addresses you have lived at
- Record the fact that you have been sent your credit report. This record will be shown on future credit reports sent to you but will not be seen by lenders doing a credit check

Conditions applying to the CreditExpert credit report and score (and not to the Experian statutory report) Please read these Conditions carefully. These Conditions do not affect your statutory rights.

Statutory Information

Supplier	Experian Limited: (registered company number 653331) Registered Office: Talbot House, Talbot Street, Nottingham NG80 1TH VAT registration no: GB 145 8990 25
Service	The delivery of Information to you at the residential address you give in your Application.

PLEASE NOTE: The processing of your Application will begin immediately upon receipt of your postal Application or the end of your call in the case of a telephone Application. The processing will be accordance with these Conditions.

Price	The current price for the Service is shown in the Application, or in the case of a telephone Application is notified to you before you make Payment.
Payment	Payment for the Service is a single advance payment of the Price as follows: <ul style="list-style-type: none"> • postal Application: the payment method is a postal order, or a cheque made payable to "Experian Limited"; or • telephone Application: the payment method is a credit or debit card specified by you.
Cancellation	Your agreement to these Conditions means that YOU MAY NOT CANCEL this Service. For more information see Section 7 of these Conditions.
Complaints	In the unlikely event that you have cause to complain, have a query about these Conditions, or if you need the Information to be re-supplied under Condition 7 (d) you can write to us at CreditExpert, PO Box 7710, Nottingham NG80 7WE or you can call us on 0844 481 8000.

1. Definitions

Some words and phrases used in these Conditions have special meanings. These meanings are given below:

Agreement	is the contract between you and us which includes these Conditions.
Application	is either: <ul style="list-style-type: none"> • the written form you complete and return to us by post for the Service; or • the request you make by telephoning 0844 481 8000 for the Service.
Authenticate or Authentication	the steps we take to check the details you give us in your Application against information within our databases.
CreditExpert	is a brand name owned by us.
Credit Report	is the part of the Information called "Your Credit Report" containing your Experian credit report provided to you under Section 7 of the Data Protection Act 1998.
Credit Summary	is our product and it is the part of the Information called "Credit Report Summary" containing a summary of information held on your Credit Report.
Information	is all of the information we send to you as part of this Service including (but not limited to) your Credit Report, your Credit Summary, your National Credit Score and an explanatory leaflet.
National Credit Score	is our product based upon information in your Credit Report which gives you an indication of your credit status and it is the part of the Information called "Your National Credit Score Summary".

us, we or our means Experian Limited.
you or your means the person named in the Application.

2. Application for the Service

Before the Service can begin you must complete an Application and pass Authentication.

The following applies to our processing of your Application:

- You agree to pay the Price indicated in the Application using an authorised Payment method either bearing your name (in the case of payment by card for telephone Applications) or signed by you (in the case of a cheque for postal Applications). All payments must be made in pounds Sterling.
- You must be over 18 years of age.
- In the Application you must provide us with accurate and complete information including your full name, date of birth and address of residency.
- Each Application is for one person only. We do not accept joint applications.
- You agree not to use the Application to attempt to obtain information about any person other than you.
- If we cannot Authenticate the details you have provided in your Application we will write to you for further information, such as your driver's licence, passport, recent bank statement or a utility bill confirming your current residential address. If you do not provide this further information within 60 days from when we request it from you in writing we will be unable to complete your request for the Information and depending upon your method of payment you may be entitled to a refund as described in Condition 7 (c).

3. Duration of the Agreement

- This Agreement is created on and begins when we receive your Application. When we receive your Application both we and you are bound by this Agreement.
- With the exception of Condition 6 below (relating to use of our Information) this Agreement will end when we have successfully delivered the Information to you.

4. Payments

- Please note that we are not responsible for any overdraft or "over the limit" charges or bank fees if your account or facility from which you make Payment contains insufficient credit or funds when the Payment is processed and charged to your account or facility. If you have made Payment by cheque, we will not present your cheque for payment until we have Authenticated your Application.

5. Provision of the Service

- Provided that we receive the Payment and we can Authenticate your Application, the Information will be delivered to you by post to the residential address you provided in your Application within 7 working days from when we have received your Application.
- We can only provide you with a copy of the Information which relates to you which includes your Credit Report, your Credit Summary and your National Credit Score.
- If you think an entry in your Credit Report is wrong, your rights under the Consumer Credit Acts 1974 and 2006 and the Data Protection Act 1998 are explained in the Information.

6. Use of Information

- (a) You may use the Information or any part of it for your own personal use only which includes:
- Understanding the data which is taken into account by a lender when the lender is taking a lending decision;
 - Assessing your own credit worthiness by reference to your credit payment history; and
 - Assessing whether any credit fraud has been committed against you
 - No commercial use of the Information is permitted.
- (b) This Condition 6 will survive the end of this Agreement however the end of this Agreement arises.

7. Cancellation, Refunds and Re-supply

- (a) When you submit an Application to us you agree that we can begin to process your Application in accordance with these Conditions and as soon as it is received. This means that YOU DO NOT HAVE A RIGHT TO CANCEL THIS AGREEMENT either under the law or under the Conditions of this Agreement
- (b) If we reasonably believe that you have previously misused our credit information in breach of a separate agreement you have with us, then we may, at our discretion, only send to you your Credit Report and we shall refund to you the difference between the Payment you have made and the price we are permitted by law to charge you for your Credit Report.
- (c) If we are unable to complete the supply of the Services to you because:
- (i) we have been unable to Authenticate your Application; and
- (ii) you have not provided to us the additional information we requested from you (to complete Authentication) within 60 days from the day on which we write to you with our request for further information, then you may be entitled to a refund of the Price as follows:
- telephone Applications: your Payment of the Price will be fully refunded to the card on which you made Payment;
 - postal Applications: If you enclosed a cheque with your Applications we will not process your cheque until you have been Authenticated. Accordingly as your Payment will not have been made you are not entitled to a refund and your cheque will be securely and confidentially destroyed. If you enclosed a postal order with your Application we will send you a cheque to fully refund to you the amount of your postal order.
- (d) If the Information you receive is damaged for reasons or circumstances beyond our or your reasonable control or if you think we have not provided the Services we agreed to provide you should contact us either in writing addressed to CreditExpert, PO Box 7710, Nottingham NG80 7WE, or you can call us on 0844 481 8000 and, if this is the case, we will re-supply the Information at our own cost as soon as reasonably possible and in any event within 28 days of receipt of your request.

8. Liability

- (a) The Information provided is based upon data which is relevant at the time the Information is sent to you. You therefore acknowledge and agree that the accuracy and/or relevance of the Information will diminish after the Information is delivered to you. In this context, we do not guarantee that the Information will retain any accuracy and/or relevance after we have delivered it to you.
- (b) The Information supplied does not constitute any form of advice, recommendation or endorsement by us and is not intended to be relied upon by you in making (or refraining from making) any specific decision. The National Credit Score is not a guarantee of any particular outcome including (but not limited to) the likelihood of any particular lender granting you credit. You should not therefore use any Information, or any part of it, as the sole basis for any decision you take. We do not accept any responsibility for any

loss that may arise from relying on the Information other than as specifically set out in this Condition 8.

- (c) We will use all reasonable skill and care in the supply of the Information to you. Due to the number of third party sources from which we obtain the data used to provide you with the Information we cannot give you a guarantee or warranty that any Information is complete, accurate, up-to-date or error-free. However we do what we reasonably can (by running data through quality control checks) to ensure that the data we receive from third party sources which is used to provide you with the Information is accurate.
- (d) Our liability to you arising in contract, tort or otherwise from any Information or from any action taken (or refrained from being taken) as a result of the Information is limited as follows:
- We have no other liability to you until we have received notice of your problem and our liability to you is limited to the Price;
 - We have no other liability for any problems, delays or defects in the Information if such problems, defects or delays are caused by any event or circumstances beyond our reasonable control;
 - We do not accept any liability to you for any indirect or consequential loss or damage arising out of the Information; and
 - Nothing in these Conditions limits our liability to you for death or personal injury resulting from our (or our employees or subcontractors) negligence or for any other liability that we cannot legally avoid.

9. Privacy

- (a) We take your privacy very seriously and aim to comply with the relevant provisions of UK data protection legislation. Any information given to us by you in your Application or collected by us during Authentication is only used in accordance with these Conditions.
- (b) We use a third party located outside of the European Economic Area to help us process your Application. We require this third party to maintain strict security standards and procedures with a view to complying with UK data protection legislation and preventing unauthorised access to your personal data by anyone. The third party allows us to audit them to ensure compliance with our requirements relating to your personal information.

10. Third Party Rights

No-one else will be able to enforce any part of the Conditions. Only you and we have legal rights under these Conditions under the Contract (Rights of Third Parties) Act 1999.

11. Law

- (a) These Conditions shall be governed by and understood in accordance with English law.
- (b) You and we agree that the Courts of England shall have the exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with this Agreement.

12. General

- (a) The Agreement for the Service can only be concluded in English.
- (b) The rights granted in this Agreement are personal. You may not assign, sub-license or otherwise transfer any of your rights under these Conditions.
- (c) If a court finds any part of these Conditions to be invalid such part will be deleted and the remaining parts of these Conditions should be unaffected.
- (d) If either of us fails to exercise any right or legal remedy available to either you or us any such failure shall not prevent you or us from relying on these at a later date.
- (e) Headings in these Conditions are for convenience only and will have no legal meaning or effect.

For further information visit www.experian.co.uk

We can provide information in large print, Braille, or on CD or audio cassette.

For more information, phone 0844 481 8000.

Registered office: Talbot House, Talbot Street, Nottingham, NG80 1TH, United Kingdom. Registration No: England 653331.

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