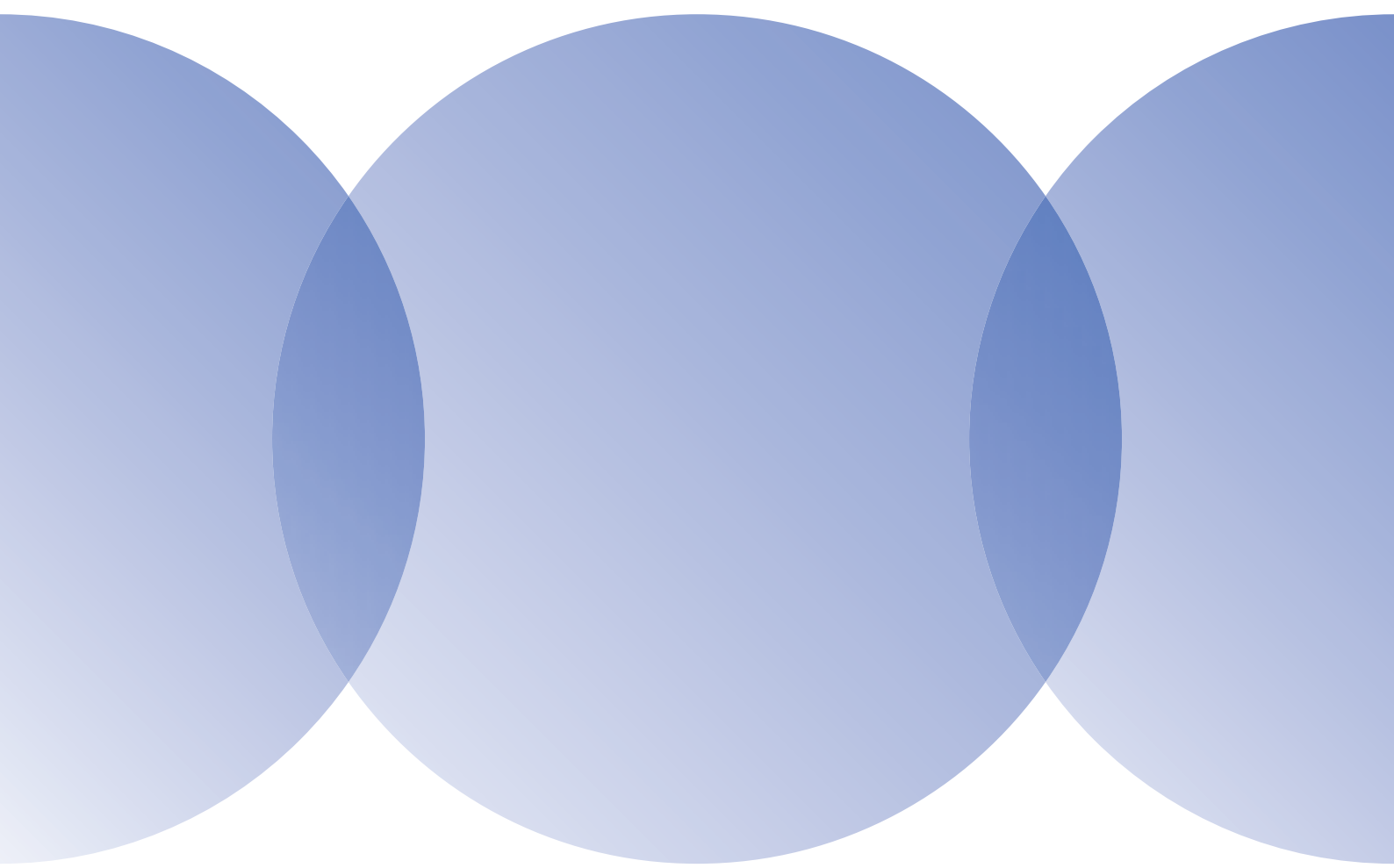


Zurich Property Deposit Guarantee

Application provisions



By signing the *Application Form* each of you declare, agree and confirm that:

Expressions with special meanings

1 In these Application Provisions (which include the Distance Marketing Information at the end) and the *Application Form*:

you and **your** means each person indicated in the *Application Form* as being an applicant and also (if there is more than one) all of them together (and includes that person's personal representatives),

Zurich Bank, we, us and **our** means *Zurich Bank* of La Touche House, IFSC, Dublin 1 Ireland (registered in Ireland as a company with registered number 223695) and anyone who at any time in the future is entitled (as legal or beneficial owner) to all or any of its rights under any *Purchaser Document* or any *Guarantee* (including as a result of a *Transaction Transfer*, a merger or consolidation with another person, a take-over and/or a group reorganisation),

Property means the *property* which you propose to purchase as briefly identified by you in the *Application Form*,

Vendor means the person who proposes to sell and/or sells the *Property* to you,

Property Purchase Contract means the proposed private contract between you and each *Vendor* for the sale by each *Vendor* and the purchase by you of the *Property*, and also means, if this is the case, the private contract which is subsequently entered into or made between you and each *Vendor* for that purpose,

Guarantee means the *property* deposit *Guarantee* which you are applying for us to issue in connection with the *Property Purchase Contract* and also means, if this is the case, the property deposit guarantee which is subsequently issued by us as a result of your *Application*,

Purchaser Indemnity Deed means the *Purchaser Indemnity Deed* in the form provided by us, which is, if this is the case, entered into or made by you with us prior to *Zurich Bank* considering whether or not to issue a *Guarantee*,

Application Form means the *Property Deposit Guarantee Application Form* submitted by you which incorporates these *Property Deposit Guarantee Application Provisions*,

your Application means the application you make to *Zurich Bank* by means of, and on and subject to the provisions of, the *Application Form* (including these *Application Provisions*),

Application Information means the information provided to or received by us (whether or not by, or from and/or relating to, you or any other person) in or in connection with the *Application Form* and/or your *Application* (including enquiries or searches made by or on behalf of us), in each case to the extent that such information was supplied by or on behalf of you and/or at your request and/or you are aware of such information,

Application Documents means (a) the *Application Form*, and (b) each other document (including any report and certificate) provided to, or received by, us (whether or not from you or any other person) which contains *Application Information*, and

Purchaser Documents means (a) each *Application Document*, (b) the *Purchaser Indemnity Deed*, (c) the *Property Purchase Contract*, and (d) each other contract, deed and certificate entered into or made with us or provided to us to satisfy a condition of any such *Application Document* or *Purchaser Indemnity Deed*.

Accuracy, completeness and reliance

2 All of the *Application Information* is true, accurate and complete and is not ambiguous or misleading. *You* have not withheld or concealed anything which adversely affects and/or is reasonably likely to adversely affect:

- a) the truth, accuracy and/or completeness of the *Application Information* or render any *Application Information* ambiguous and/or misleading;
- b) *our* assessment of *you* and/or any *Application Document*; or
- c) *our* position or expected position under any actual or proposed *Purchaser Document* or *Guarantee*.

Any person interested now or in the future in the *Purchaser Documents* may rely upon the truth and accuracy of the *Application Information*.

3 *You* shall let *us* know at once (and provide *us* with full details) if any *Application Information* is or becomes wrong or out of date or if anything changes in any way which adversely affects and/or is reasonably likely to adversely affect:

- a) the truth, accuracy and/or completeness of the *Application Information* or render any *Application Information* ambiguous and/or misleading;
- b) *our* assessment of *you* and/or any *Application Document*; or
- c) *our* position or expected position under any actual or proposed *Purchaser Document* or *Guarantee*.

4 Where *you* have asked a person (other than a member of *our* staff) for advice and/or a recommendation about a *Property Deposit Guarantee* or similar product, that person (not *us*) is responsible to *you* for any advice which that person gives or any recommendation which that person makes.

You must notify that person of any material changes that have or are made to the *Application Information* in order that such person can provide *you* with updated advice and recommendations.

5 Neither the *Vendor* nor any affiliate of the *Vendor* nor any other person (including The X Bond Company Limited) who may have introduced *you* to *us* and/or provided *you* with assistance, advice, recommendations or other services in connection with any *Purchaser Document* are *our* agents or representatives and none of them have authority from *us* to make representations as to the effect of any *Purchaser Document* or *Guarantee*, *your* liabilities under them or their suitability for *you*. No one other than a member of *our* staff has any authority to provide *you* with information on *our* behalf to *you* about the *Purchaser Documents* or *Guarantee*.

Nothing in any *Purchaser Document* or *Guarantee* and no action taken by *us*, *you* or any *Vendor* or any affiliate of the *Vendor* pursuant to any *Purchaser Document* or *Guarantee* shall constitute, or be construed as constituting, any joint venture or relationship of partnership or agency between *Zurich Bank*, *you* or any *Vendor* or any affiliate of the *Vendor*.

6 *You* should promptly let *us* know if, for any reason, *you* no longer need a *Guarantee* to be issued.

Applicants also liable for each other

7 If there is more than one of *you* as applicants, each and every one of *you* is fully responsible for all obligations of each one of *you* in *your Application* (including these Application Provisions) and (if created) the other *Purchaser Documents* (i.e. *your* responsibility is not restricted to just a share or *your* own individual obligations).

Use of Application Information and data protection

- 8 You are entitled to, and have the consent of, each person to disclose information relating to that person that you have provided in, or in connection with, the *Application Documents*, or which you otherwise provide to us, which may be used for the purposes set out in the *Application Documents* and other *Purchaser Documents*.
- 9 We may hold *Application Information* on our records and use *Application Information* as follows:
- a) to process the *Application Documents*, the other *Purchaser Documents* and any *Guarantee*, manage your account and administer any product that we provide you with or at your request or otherwise to perform obligations or exercise rights that we may have under the *Purchaser Document*, any *Guarantee* or any other agreement with you;
 - b) to make enquiries of referees;
 - c) (unless you tick the box in the Agreement and Declaration section in the *Application Form*) to contact you about other products and services including those of carefully selected third parties which we consider may interest you (we may contact you by post, by phone, by email or in any other way);
 - d) for the purposes of market research, statistical and business analysis and creating and maintaining a customer profile;
 - e) to assess further applications from you for other products and make decisions on questions about any such application, agreement or correspondence which you may have with us;
 - f) to prevent fraud and money laundering, trace debt and recover debt; and
 - g) to comply with applicable law and regulations.
- 10 We may disclose any *Application Information* to:
- a) any person (including any actual or potential party, that party's professional advisers and any rating agency) in connection with any actual or potential *Transaction Transfer* (see paragraph 27 of these *Application Provisions*) and each such person may also rely upon the truth, completeness and accuracy of the *Application Information* and may use the *Application Information* for the purposes and as otherwise described in these *Application Provisions*;
 - b) any other party to any *Guarantee*, any *Purchaser Document* or any other agreement with you;
 - c) any other person (including any *Vendor* and/or any affiliate of any *Vendor*) with whom we have entered into or made and/or consider entering into or making any other contractual arrangement in connection with any *Guarantee*, any *Purchaser Document* or any other agreement with you (including in connection with the provision of funding to us);
 - d) insurers of the *Property* whenever necessary for the purposes of obtaining insurance or making a claim;
 - e) any person to whom we make searches and/or enquiries as contemplated and/or authorised in any *Application Document* or any other *Purchaser Document*;

- f) credit reference agencies, debt recovery agencies, tracing agencies and to other third parties (including lenders and other creditors);
 - g) financial and other organisations involved in fraud prevention to prevent or detect fraud and protect themselves and their customers or to assist in verifying *your* identity;
 - h) relevant legal and regulatory authorities;
 - i) agents or contractors (including group companies) appointed to administer or operate *your* account on behalf of *us* or otherwise to provide services to or on behalf of *us* for which such agents or contractors will have access to *Application Information*;
 - j) persons (including brokers, agents and solicitors) assisting *you* from time to time in connection with any *Purchaser Document*;
 - k) market research organisations for the purpose of confidential market research conducted on behalf of *us*;
 - l) any other body having a legal right to access the *Application Information*; and
 - m) anyone *you* authorise *us* to give *Application Information* to.
- 11 If we indicate to *you* that we are willing 'in principle' to issue a *Guarantee*, *you* authorise any solicitor acting on *your* behalf to disclose to *us* information relevant to *our* decision to issue a *Guarantee*, subject to *your* rights of solicitor-client confidentiality or legal professional privilege in respect of such information. A copy of any *Application Information* may be provided to any such solicitor.
- 12 We may make searches and enquiries of any person including (without limitation) current and previous lenders, other creditors, employers, landlords, accountants, bankers, the Land Registry, the Commercial Registry, the Registers of Scotland, H M Revenue & Customs, Spanish tax authorities, the Council of Mortgage Lenders Possessions Register and any other registry existing in the country where the *Property* or is located or in which any of *you* have assets and/or are resident in the processing of any *Application Information* and the administration of any *Guarantee* and/or any *Purchaser Document*.
- 13 We may make searches and enquiries about *you* at credit reference agencies and through fraud prevention agencies (any of whom may keep a copy of such enquiry whether or not *your Application* proceeds and this will be seen by other organisations that make searches) and the Electoral Register and will be supplied with information accordingly.
- Credit reference agencies may use credit scoring methods to assess *your Application* and to verify *your* identity.
- a) *Application Information* and other information which is provided to *us* and/or credit reference agencies about *you* and those with whom *you* are linked financially may be used by *us* and others to assess applications for credit about *you*, or other members of *your* household and related services and manage *your* accounts, to check identities to prevent money laundering, to prevent, detect or prosecute fraud or other crimes, to recover and trace debts and to undertake statistical analysis.

- c) *You understand that if your Application is made in joint names and we search the files of a credit reference agency an 'association' will be created with the other person(s) named within any Application Document. We or others may take this association into account in future applications for credit or financial services. The association will remain until you or one of the other such person(s) successfully applies for 'disassociation' with the credit reference agencies.*
 - d) *If you are a sole applicant, you understand that information held about you by credit reference agencies may be linked to records relating to any person with whom you have previously applied jointly for credit and that for the purposes of Application Information you may be financially linked as Application Information will be assessed with reference to any 'associated' records.*
- 14 *You explicitly consent to the processing of sensitive personal data about you contained within the Application Information for the purpose of processing the Application Information. Sensitive data comprises information relating to your racial or ethnic origin, political opinions, religious or other beliefs, trade union membership, health, sex life and commission of offences or court proceedings.*
- 15 *Where Application Information is used and/or disclosed as contemplated and/or permitted under any Purchaser Document:*
- a) *Application Information may be disclosed to, and your name may be passed to, lenders and other creditors by being placed on the Council of Mortgage Lenders Possessions Register and/or relevant Spanish registries or databases; and*
 - b) *if details of default are given to certain persons (including lenders, providers of finance, and credit reference agencies) this may affect your ability to obtain further credit.*
- 16 *If you give false or inaccurate information and we or other organisations suspect fraud, this will be recorded. We and other persons may use this information, if decisions are made about you or others at your address(es), on credit or 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.*
- 17 *Any telephone calls to us may be recorded and/or monitored for security, quality and/or training purposes. Any recordings remain our sole property.*
- 18 *We may from time to time appoint agents and/or contractors to perform all or any of our obligations or discharge all or any of our duties and/or liabilities or exercise all or any of our rights under or in connection with any Guarantee and/or any Purchaser Document, and you shall accept such performance and/or discharge by any person in respect of each period that Zurich Bank notifies you in writing that such person is a duly authorised agent and/or contractor of Zurich Bank for the relevant matter, and references to Zurich Bank (using any form of wording) in any Guarantee and/or any Purchaser Document shall be construed accordingly.*
- 19 *We may transfer Application Information for use in the ways described in any Application Document to countries outside the European Economic Area which may not have the same level of protection as countries within the European Economic Area.*

- 20 You understand that under applicable data protection law you may make a written request for a copy of certain personal data that we hold about you and to ask for any inaccurate details to be amended. We may make a charge for this. If you wish to exercise this right you should write to the Data Protection Officer at *Zurich Bank*, La Touche House, IFSC, Dublin 1 Ireland.
- 21 You have the right of access to your personal records held by credit and fraud agencies. We will supply their names and addresses upon written request to the Data Protection Officer at *Zurich Bank*, La Touche House, IFSC, Dublin 1 Ireland.
- 22 We may use a credit scoring or other automated decision-making system in assessing *Application Information*.
- 25 If we decide a valuation of the *Property* is needed to process your *Application*, we shall notify you of the amount of the valuation fee (any applicable tax in any jurisdiction, including VAT and IVA) and you agree that you will either pay us that amount (any applicable tax in any jurisdiction, including VAT and IVA) or cancel your *Application* prior to us instructing a valuer to carry out a valuation of the *Property*. You will not be entitled to a copy of the valuation report because the valuer will report to us alone. Whether or not we decide to obtain a valuation report it remains your responsibility to establish the value, condition and suitability of the *Property* for your purposes.

Fees and expenses

- 23 You shall pay, not later than the date you submit the *Application Form*, an application fee in the amount notified to you by us (which is exclusive of any applicable tax in any jurisdiction, including VAT and IVA). You agree that such application fee is non-refundable whether or not your *Application* is accepted or declined, or you cancel or withdraw your *Application* or whether or not a *Guarantee* is issued. Acceptance of any such application fee paid does not *Guarantee* or imply acceptance of your *Application* by us.
- 24 If we approve your *Application*, we shall notify you of the amount of the *Guarantee* fee that must be received by us prior to taking any further step (and, for the avoidance of doubt, we shall not consider issuing a *Guarantee* until such *Guarantee* fee (any applicable tax in any jurisdiction, including VAT and IVA) has been received in full).

Declined application

- 26 We may decline your *Application* or withdraw or revise any indication to you that we are willing 'in principle' to issue a *Guarantee*, or propose to issue a *Guarantee*, at any time before a *Guarantee* is issued, without giving any reason whatsoever.

Right to transfer

- 27 At any time and from time to time we can enter into and make ***Transaction Transfers*** (being a transfer, assignment or assignation (whether absolute or by way of security), mortgage, charge, standard security, creation of trust over, agreement to sell or other disposal (in law or in equity or beneficially) of all or any of our rights, title, interests, benefits and obligations in respect of all or any of the *Purchaser Documents* and/or any *Guarantee*).

You irrevocably consent to *Transaction Transfers* and agree that we can make *Transaction Transfers* using our rights under the *Purchaser Documents* and/or in law or in equity or beneficially without any further consent from you and without notice to you and that no further agreement is required from you and no further notice need be given to you. If we make a *Transaction Transfer* of our rights under any Purchaser Document, the person to whom we make that *Transaction Transfer* can exercise the relevant rights and enforce your relevant obligations under that *Purchaser Document*.

Distance Marketing Information

European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004

This information is supplied to you in accordance with our obligations under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended). Those Regulations apply to distance contracts for the supply of financial services where exclusive use is made of one or more means of distance communication not involving any face-to-face contact (e.g. internet, post) up to and including the time the contract is entered into or made. Accordingly, if you have dealt with us solely by means of distance communication up to and including the time when you applied for the *Guarantee* with us, this information will apply to you.

Us

- We are Zurich Bank. Zurich Bank is registered as a company with the Irish Companies Registration Office, with registered number 223695 and a registered office at La Touche House, IFSC, Dublin 1 Ireland.
- Zurich Bank is registered for value-added tax with registered number 8223695E.
- Zurich Bank is a licensed bank pursuant to section 9 of the Irish Central Bank Act 1971, as amended.
- Zurich Bank is subject to the supervision of the Irish Financial Regulator and is subject to the laws of Ireland.
- Zurich Bank is also regulated by the Financial Services Authority in the United Kingdom for the conduct of a banking business in the United Kingdom (firm reference number 207282) and is licensed as a credit provider by the Office of Fair Trading (licence number 594103).
- Zurich Bank's main business is the provision of banking and other financial products and services.

Our products

- Pursuant to the *Application Form* you request us to issue a *Guarantee* of certain obligations that you expect to have to the *Vendor* under a *Property Purchase Contract*.
- Details of all relevant fees and expenses are set out at paragraphs 23 to 25 of these Application Provisions and in the *Purchaser Indemnity Deed*.
- You have the right to cancel your *Application* within 14 days of signing of the *Purchaser Indemnity Deed* by sending a written note of cancellation to our Customer Services Department, La Touche House, IFSC, Dublin 1 Ireland or sending an email to emailnoteguarantee@zurichbank.com.
- Zurich Bank has appointed The X Bond Company Ltd to provide certain distribution and administration services in relation to the Zurich *Property Deposit Guarantee* product. The X Bond Company Ltd is registered in England and Wales under company number 06316191 of 17 Regan Way, Chetwynd Business Park, Chilwell, Nottingham, NG9 6RZ. You can contact the X Bond Company Ltd in writing or by e-mail to thexbondteam@TheXBond.com

Law and language

- The *Application Form* is, and the *Purchaser Indemnity Deed* will be, governed by the law of the relevant jurisdiction and any dispute will be determined by the courts of the relevant jurisdiction. Where *your* address (or, if there is more than one of *you*, the address of the first applicant) specified in the *Application Form* is in the jurisdictions of England and Wales, Scotland or Northern Ireland, the relevant jurisdiction is the one in which that address is located and, in any other case, relevant jurisdiction is England and Wales.
- All communications between *you* and *Zurich Bank* will be in English and all contracts between *you* and *Zurich Bank* will be in English.

Complaints

- If *you* wish to make a complaint, *you* may do so by contacting *our* Customer Services Department, La Touche House, IFSC, Dublin 1 Ireland where *Zurich Bank* will try to resolve the matter under dispute.
- If the matter is not resolved to *your* satisfaction *you* may contact the Financial Services Ombudsman's Bureau, 3rd Floor Lincoln House, Lincoln Street, Dublin 2 or the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Please contact us or your adviser if you would like this in large print, braille or on audio tape or CD.

Because change happenz[®]

Zurich Bank is a member of the Zurich Financial Services group.
Registered address: *Zurich Bank*, La Touche House, I.F.S.C., Dublin 1.
Telephone: +353-1-4179 200. Fax: +353-1-4179 201. Registered in Ireland No. 223695.
Zurich Bank is regulated by the Irish Financial Regulator and is authorised by the FSA in the UK.
FSA Firm Reference No. 207282.

Telephone calls may be recorded and monitored to check we've acted on *your* instructions and ensure we're maintaining a quality service.



ZURICH[®]