10. COVENANTS

10.1 Corporate borrowers only: You represent and warrant on the date of signature hereof and at all times whilst this Agreement remains in force that the acceptance and performance of your obligations under this Agreement and any security documents entered into by you as security for your obligations under this Agreement, are within your corporate powers and have been duly authorised by all necessary corporate or other action and all necessary consents have been received and are in full force effect and do not contravene any law or contractual obligations binding on you, or any provisions of your Memorandum and Articles of Association.

11. GENERAL

11.1 This Agreement shall be governed by the laws of the Island of Jersey where the loan is arranged through our Jersey office and shall be governed by the laws of the Island of Guernsey where this Agreement and its arrangements for our Guernsey office and the laws of the Isle of Man where the loan is arranged through our Isle of Man office and the parties submit to the non-exclusive jurisdiction of the Royal Courts of Jersey and Guernsey and the Royal Courts of Man.

11.2 We may transfer any of our rights under this Agreement. You may not transfer yours.

11.3 You must tell us within 7 days if you change your address.

11.4 If we relax any of the terms of this Agreement we can enforce them again at any time.

11.5 “We”, “our” and “us” are references to the creditor named on page 1, and “you” and “your” are references to the Borrower(s) named on page 1.

11.6 If more than one Borrower is named on page 1 each Borrower will be liable individually and jointly with each other to pay all money due under or as a result of this Agreement.

11.7 A certificate signed by any officer of Black Horse Offshore Limited as to any amounts due hereunder shall be final and binding upon you save in the case of any manifest error on the face thereof.

11.8 Each of the provisions of this Agreement shall be severable and distinct from another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

USE OF YOUR INFORMATION NOTICE

• Your information will be held by Black Horse Offshore Limited which is part of the Lloyds Banking Group.
• More information on the Group can be found at www.lloydsbankinggroup.com.
• Your personal information will be shared within the Lloyds Banking Group to enable us to better understand your needs, run your accounts, and provide products in the efficient way that you expect.
• We will share your personal information from your application with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details of this fraud will be passed to these agencies to prevent fraud and money laundering. Further details explaining how information held by the fraud prevention agencies may be used can be obtained by reading the privacy notice at http://www.blackhorse.co.uk/Motor/privacy/policy.html or by contacting us.
• We may obtain information about you from credit reference agencies and Group records to check your credit status. The credit reference agency enquiries may be seen by other companies making their own enquiries and may affect your ability to obtain credit elsewhere in the near future. This is not seen or used by lenders to assess your ability to obtain credit.
• Under Data Protection Legislation you have the right of access to your personal data. We are allowed to charge a fee of £10 for this service. If anything is inaccurate or incorrect, please let us know and we will correct it.
• Lloyds Banking Group companies may use your information to contact you by mail, telephone, email or text message about products and services that may be of interest to you.
• We may pass your information to the supplying dealer, any other same franchised dealer, or importer or the manufacturer and all companies within the manufacturer or dealer group for possible further business with you and to selected insurers for marketing purposes. We may also pass your information to other Lloyds Banking Group companies, Lloyds Banking Group companies overseas and to other Lloyds Banking Group companies elsewhere in the near future. We may also use credit scoring. If this is a joint application you are giving us permission to search and record information, and create a link between your financial records at credit reference agencies which will remain until you successfully apply for a “notice of disassociation” at these agencies.
• We may discuss your application and/or your agreement with the supplying dealer.
• We may give an early settlement quotation to the supplying dealer.
• With your consent we may give an early settlement quotation to any other dealer who asks for one.
• We may ask you to provide physical forms of identity verification or search the files of credit reference agencies which will keep a record of our search, whether or not your application proceeds. This is not seen or used by lenders to assess your ability to obtain credit.
• Under Data Protection Legislation you have the right of access to your personal data. We are allowed to charge a fee of £10 for this service. If anything is inaccurate or incorrect, please let us know and we will correct it.
• Lloyds Banking Group companies may use your information to contact you by mail, telephone, email or text message about products and services that may be of interest to you.
• We may pass your information to the supplying dealer, any other same franchised dealer, or importer or the manufacturer and all companies within the manufacturer or dealer group for possible further business with you and to selected insurers for marketing purposes. We may also pass your information to your local Lloyds Banking Group office for us.
• You have the right at any time to ask us not to contact you or give your details to others for these marketing purposes. You may write to us at Customer Care Department, St James House, Tresillian Terrace, Cardiff CF10 2LA if you wish us to stop using your details.
• You also have the right at any time to ask us not to telephone you for sales purposes.
• Again you may write to our Customer Care Department if you wish us to stop using your details.
• To understand how the personal information you give us will be used. We strongly advise that you read our Privacy Statement, which you can find at http://www.blackhorse.co.uk/Motor/privacy/policy.html or you can ask us for a copy. By signing this Agreement, you agree to your personal information being used in the ways we describe. Please contact us if you have any questions.
• We will pass information about you and your agreement to anyone we have appointed to help administer your agreement, to your credit insurer for administration, claims handling and fraud prevention (which could include passing it to other insurers), to insurance companies or to recover amounts owing or to anyone to whom we transfer the agreement. We may discuss your application and/or agreement with the supplying dealer.
• Some telephone calls may be monitored or recorded but for the purposes only of maintaining and improving our service standards or for training our staff.