

# 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](http://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](http://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

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 CreditExpert credit report and score (including my Experian statutory credit report, Experian 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**

☐ **B** 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**

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

## Please return this form to:

Consumer Help Service  
Experian Limited,  
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 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
- Because we operate throughout the world in providing our goods and services, this may involve us transferring your personal information to countries whose data protection laws do not provide the same level of protection as those in the UK. If we do so, we will ensure that an agreement is in place in which anyone to whom we pass the information agrees to treat it with the same level of protection as if we were dealing with it.

## 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)<br>Registered Office: Talbot House, Talbot Street, Nottingham NG80 1TH<br>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"><li>• postal Application: the payment method is a postal order, or a cheque made payable to "Experian Limited"; or</li><li>• telephone Application: the payment method is a credit or debit card specified by you.</li></ul> For more information see Section 7 of these Conditions. |
| 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 email us at consumer.helpservice@uk.experian.com.   |

### 1. Definitions

|                                |  |
|--------------------------------|--|
| (a)                            | 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"><li>• the written form you complete and return to us by post for the Service; or</li><li>• the request you make by telephoning 0844 481 8000 for the Service.</li></ul> |
| 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 Experian Credit Score and an explanatory leaflet.                      |
| Experian 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 Experian 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

|     |  |
|-----|--|
| (a) | Before the Service can begin you must complete an Application and pass Authentication. The following applies to our processing of your Application: <ul style="list-style-type: none"><li>• 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.</li><li>• You must be over 18 years of age.</li><li>• In the Application you must provide us with accurate and complete information including your full name, date of birth and address of residency.</li><li>• Each Application is for one person only. We do not accept joint applications.</li><li>• You agree not to use the Application to attempt to obtain information about any person other than you.</li><li>• 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).</li></ul> |
|-----|--|

### 3. Duration of the Agreement

|     |  |
|-----|--|
| (a) | This Agreement is created on and begins when we receive your Application.  |
| (b) | 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

|     |   |
|-----|---|
| (a) | 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

|     |  |
|-----|--|
| (a) | 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. |
| (b) | 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 Experian Credit Score.   |
| (c) | 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: <ul style="list-style-type: none"><li>• Understanding the data which is taken into account by a lender when the lender is taking a lending decision;</li><li>• Assessing your own credit worthiness by reference to your credit payment history; and</li><li>• Assessing whether any credit fraud has been committed against you</li></ul> |
| (b) | 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 <b>YOU DO NOT HAVE A RIGHT TO CANCEL THIS AGREEMENT</b> 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: <ul style="list-style-type: none"><li>(i) we have been unable to Authenticate your Application; and</li><li>(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:<ul style="list-style-type: none"><li>• telephone Applications: your Payment of the Price will be fully refunded to the card on which you made Payment;</li><li>• 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 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.</li></ul></li></ul> |
| (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 email us at consumer.helpservice@uk.experian.com 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 Experian 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: <ul style="list-style-type: none"><li>• 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;</li><li>• 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;</li><li>• We do not accept any liability to you for any indirect or consequential loss or damage arising out of the Information; and</li><li>• Nothing in these Conditions limits our liability to you for death or personal injury resulting from our (or our employees or sub-contractors) negligence or for any other liability that we cannot legally avoid.</li></ul> |

### 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](http://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.