

Mortgage Declaration and Direct Debit Form



Data Protection Notice

For the purposes of the Data Protection Act 1998, AHL will be the Data Controller responsible for the processing of data in relation to your mortgage application, the ongoing operation of your mortgage account (if your application is approved), assessment of the performance of your account and after repayment of the mortgage for statutory, regulatory, auditing or other lawful requirements. We may also use your information to develop products and services that may be of interest to you in the future. We will not keep your data longer than necessary.

If your mortgage application has been introduced to AHL by an intermediary, the intermediary will be the Data Controller in respect of any data collected and held by them.

Your data may include 'sensitive information'. The Act defines 'sensitive information' as information about your racial or ethnic origin, political opinions, religious beliefs or beliefs of a similar nature, trade union membership, physical or mental health condition, sexual life, criminal record, pending court proceedings or sentence or any alleged offence.

Personal Details

FIRST APPLICANT

Title

Surname

First name(s)

SECOND APPLICANT

Title

Surname

First name(s)

Address of property to be mortgaged

I/We confirm that the Declarations overleaf are signed in conjunction with the generic application form of _____ (name of company) whose generic application form has been completed) which is dated _____ (date you signed the application form).

FOR SELF-CERTIFIED APPLICATIONS ONLY

Self-Certification of Income Declaration (Please leave blank if this is a full status application.)

FIRST APPLICANT

Total personal income £ p.a.

Please confirm the reason for self-certification of income:

Extra income from employment - e.g. commission, overtime, bonus, shift allowance

Self-employed / Contractor

Investment/rental income

Income derived from more than one source

SECOND APPLICANT

Total personal income £ p.a.

Please confirm the reason for self-certification of income:

Extra income from employment - e.g. commission, overtime, bonus, shift allowance

Self-employed / Contractor

Investment/rental income

Income derived from more than one source

Income breakdown (should equal total income above):

Annual basic income from employment / self-employment £

Extra income from employment - eg commission, overtime, bonus, shift allowance £

Investment/rental income £

Other sources of income:

Source: £

Source: £

Source: £

Income breakdown (should equal total income above):

Annual basic income from employment / self-employment £

Extra income from employment - eg commission, overtime, bonus, shift allowance £

Investment/rental income £

Other sources of income:

Source: £

Source: £

Source: £

I/We certify that if I/we have applied for a product which permits me/us to self-certify my/our income, I/we understand my/our obligations and that the income declared is a true and accurate assessment of my/our annual income. I/We understand it is a criminal offence to falsely declare my/our income and I am/we are aware that Amber Homeloans Limited may carry out checks on the information I/we have supplied.

Signed: Date: Signed: Date:

Signature of 1st Applicant (dd/mm/yy) Signature of 2nd Applicant (dd/mm/yy)

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE

Declarations, Signature and Authority to Obtain References/Information

I apply for a mortgage to be made to me by Amber Homeloans Limited (AHL) and I understand that my property will be mortgaged to AHL.

I consent to AHL at any time transferring or otherwise disposing of the benefit of any loan, mortgage and other security for the loan to any third party, whether or not a building society or associated body of a building society, and further consent to AHL obtaining information and data, including personal data, from any new third party lender, following transfer or other disposal, about my loan, mortgage or other security to assist in statistical research relating to credit scoring or the investigation and resolution of complaints, or for any other purpose required to comply with legal or regulatory requirements, without any further reference to me;

I declare that:

I am over 18 years of age;

There are no existing loans or mortgages in my name with AHL or any other lender other than declared in this application form;

I have received the Tariff of Charges relating to mortgage accounts;

I have received the product literature relating to the product requested;

I have never been convicted of any criminal offence nor is any prosecution pending, excluding motoring offences and convictions regarded as 'spent' by virtue of the Rehabilitation of Offenders Act 1974 or the Rehabilitation of Offenders Act (Northern Ireland) Order 1978;

Any person interested now or in the future in the mortgage may rely upon the truth and accuracy of the information given in any supporting documentation or information supplied by me;

If any of the information I have given on this form changes before the mortgage is completed, I shall advise AHL immediately.

The amount of disposable income quoted on this application form is an accurate reflection of the income I have left over each month after the deduction of my monthly expenses, not including my mortgage payment.

I acknowledge that:

To help maintain service quality, some telephone calls with customers may be recorded and monitored from time to time;

AHL will incur certain costs in processing this application and in obtaining a Report and Valuation of the property to be mortgaged for which I accept responsibility;

In the event of this application or any Mortgage Offer which may be made not proceeding, I will not be entitled to a refund of fees or related costs;

The payment of any application and/or valuation fee will not bind AHL to make a mortgage loan available;

A Report and Valuation on the property will be prepared by an external valuer. I understand that the Report is a valuation for AHL only. This is a limited report and is not a Homebuyers or Building Survey.

AHL is not an agent of the Valuer or firm of Valuers ('the Valuer') and I am making no agreement with the Valuer. I understand that neither AHL nor the Valuer will warrant, represent or give any assurance to me that the statements, conclusions and opinions expressed or implied in the Report and Valuation will be accurate and valid and the Valuer's Report will be supplied without any acceptance of responsibility to me on the part of the Valuer or AHL, even if the Valuer is negligent in relation to the Report. I understand that the Report is a valuation for mortgage purposes only and is not a full survey;

AHL will provide me with a copy of the Report and Valuation prepared by the external Valuer instructed by AHL in relation to the property to be mortgaged;

AHL reserves the right to reject the application without giving any reason;

AHL is a subsidiary company of Skipton Building Society. AHL is a separate legal body to Skipton Building Society and I will have no membership rights in Skipton Building Society.

Your Personal Data

I understand that if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

I understand that further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to AHL at 1 Providence Place, Skipton, North Yorkshire, BD23 2HL.

I consent to AHL using and disclosing information contained in my application form and about my account in the following ways:

Using particulars in this application, any supporting documents or information whether relating to the property or not, the mortgage and the conduct of the mortgage account and any other information or documentation involving me or the property (including information as to my physical or mental health or condition or any criminal offence which I may have committed, or am alleged to have committed) for credit assessment purposes and in connection with the taking out of the mortgage, operation and statistical analysis of my mortgage account and to the passing of this information to Group agents and third party processors if this is necessary for any of these purposes. Data may be transferred to any country including countries outside the European Economic Area for any of these purposes and for systems administration. I further consent to AHL passing the same to any transferee, potential transferee, guarantor, or potential guarantor of the mortgage or their legal or financial advisers;

Passing information about the mortgage including the purpose of the loan, its amount, any sums secured, the interest rate, the term of the mortgage and the payment details to any person who will be required to sign AHL's standard Form of Consent or Acknowledgement or their legal or financial advisers;

Retaining the information and data, including personal data, contained in my application form or otherwise held in relation to my account, following any transfer or disposal of the benefit of any loan, mortgage or other security for the loan to any third party, for AHL's purposes as required to comply with legal or regulatory requirements;

Passing particulars of this application and any supporting documents or information and any information obtained by AHL in the course of processing or underwriting this application, including information about the property, to the person/firm/company who introduced this application to AHL;

Information on undisputed personal debts which are in default and where no satisfactory proposals for repayment have been received by AHL following formal demand to a credit reference agency;

(In the event of the property to be mortgaged ever being repossessed by AHL) information being passed to a credit reference agency;

To AHL using and disclosing the information contained in the mortgage application form and about my account in the following ways:

- i] to make enquiries of authorised referees and licensed credit reference agencies for credit assessment purposes. AHL will use credit scoring methods to assess this application. Such agencies will keep a record of the enquiry;
- ii] to assist in fraud prevention and detection and to make enquiries and for registration with third parties who may make it available to other mortgage lenders or their agents where this is done in the interests of fraud prevention;
- iii] to trace debtors;
- iv] for registration, together with details of the conduct of my account, with licensed credit reference agencies who may make it available to other mortgage lenders for credit assessment purposes and in the interests of fraud prevention;
- v] for registration on the arrears and possessions register maintained by the Council of Mortgage Lenders;
- vi] to allow AHL to provide details of any services which it thinks may be of interest to me.
- vii] to make enquiries as you shall consider necessary in respect of any application and to disclose information furnished by me in this application to fraud prevention agencies from which it may be made available to other credit grantors (a list of whom is available on request) where this is done in the interests of fraud prevention and detection.
- viii] to make periodic searches of Group records, credit reference agencies and fraud prevention agencies to manage my account and carry out statistical analysis of the performance of my account. These further searches will not be seen or used by other lenders to assess my ability to obtain credit;
- ix] to using my information to help develop and improve the products and services offered to me and other customers. AHL may also share information with other companies within the Skipton Building Society Group to help provide me with a high standard of service (for example, for administrative purposes).

To AHL passing the original Report and Valuation or any further Report and Valuation to any other firm of independent valuers if any re-valuation or re-inspection of the property is required.

I authorise AHL or their agent to take up references and check my identity in such ways as are deemed necessary.

I understand that:

Information held about me by the credit reference agencies may already be linked to records relating to one or more of my partners. For the purposes of this application we may be treated as financially linked and my application will be assessed with reference to any 'associated' records of my partners. By stating a financial association with another party, I also declare that AHL is entitled to disclose information about my joint applicant and/or anyone else referred to by me; and search, link and/or record information at credit reference agencies about me and/or anyone else referred to by me;

An 'association' between joint applicants and/or any individual identified as my financial partner, will be created at credit reference agencies, which will link our financial records. I and anyone else with whom I have a financial link understand that each other's information will be taken into account in all future applications by either or both of us. This linking will continue until one of us successfully files a 'disassociation' at the credit reference agencies.

I understand that:

If any or all of the loan is subject to payments of interest only, I will be responsible for payment of the capital element at the end of the mortgage term and I understand the implications of NOT having a suitable method to repay the capital element;

AHL will charge fees on repayment of the mortgage, such as a deeds production fee and a sealing fee and in addition AHL will charge a fee for early repayment of the mortgage if I wish to redeem my mortgage before the time agreed. AHL's general practice in making an early repayment charge varies according to the type of mortgage product selected and is illustrated below:

- cashback, fixed rate, capped rate and discounted mortgage products – AHL's general practice is to charge up to 5% of the balance of the mortgage account on the date of repayment if repayment occurs within a specified period after the mortgage has been completed. After the specified period has elapsed, interest is generally payable up to the end of the month of repayment;
- most other types of mortgage – interest is generally payable up to the end of the month of repayment;
- specific details of the repayment charges and/or interest and/or charges in respect of the mortgage product(s) selected will be provided in the Offer of Mortgage.

Depending on the type of mortgage product(s) selected, I may have to pay an early repayment charge if any over payment is made over and above the required monthly payments before the time agreed. AHL's general practice in making an early repayment charge is illustrated below:

- cashback, fixed rate, capped rate and discounted mortgage products – if any additional payment is made over and above the required monthly payments within a specified period after the mortgage has completed, the general practice is to charge an early repayment charge of up to 5% of the sum paid;
- most other types of mortgage – if an over payment occurs before the time agreed no early repayment charge will be charged;
- specific details of the early repayment charges in respect of the mortgage product(s) selected will be provided in the Offer of Mortgage.

If my bank/building society rejects an application from AHL for payment by Direct Debit, a fee will be charged and debited to my account.

Data Access:

I understand that:

- with limited exceptions I can request in writing, upon payment of a fee, details which are held about me by AHL or other members of the Skipton Building Society Group, and where necessary rectify the information that is held about me;
- I have the right of access to my personal records held by credit and fraud agencies. AHL will supply their names and addresses upon request.

Marketing Consent:

I consent to receiving details of other products and services and confirm that I understand that:

- I can request not to receive any details from AHL about AHL's products or Skipton Building Society Group products by writing to it at 1 Providence Place, Skipton BD23 2HL, or by ticking this box.
 - the information provided in this application may be shared by AHL with other companies within the Skipton Building Society Group (a list of which is available on request) for marketing purposes. I understand that I may request AHL not to share my personal details with these companies by writing to it at 1 Providence Place, Skipton BD23 2HL, or by ticking this box.
 - I can request not to receive any details by telephone about AHL's products or services by writing to it at 1 Providence Place, Skipton BD23 2HL, or by ticking this box.
- I consent to receiving details of AHL's products and services by e-mail.

I confirm that I have read all answers including those completed in other than my own handwriting and confirm that all answers are correct and complete. To the best of my knowledge and belief the statements in these Declarations are true and correct.

Signature and Authority to Obtain References/Information and to Process Data

Please ensure that you have read carefully all the declarations on pages 2 and 3 before signing below.

It is important that you read and understand the section entitled 'Your Personal Data' and 'Marketing Consent'. By signing this application you agree that we can use your information as described. I hereby authorise and request you to provide Amber Homeloans Limited with any information they may require.

Signed: <small>Signature of 1st Applicant</small>	Date: <small>(dd/mm/yy)</small>	Signed: <small>Signature of 2nd Applicant</small>	Date: <small>(dd/mm/yy)</small>
--	------------------------------------	--	------------------------------------



Originators Identification Number

6	2	9	4	1	3
---	---	---	---	---	---



Instruction to your Bank or Building Society to pay Direct Debits

Please fill in the whole form and send it to: **Amber Homeloans Limited (AHL), 1 Providence Place, Skipton, North Yorkshire BD23 2HL**

NAME AND FULL POSTAL ADDRESS OF YOUR BANK OR BUILDING SOCIETY BRANCH

To: The Manager	Bank/Building Society
Address:	
	Postcode:

NAME(S) OF ACCOUNT HOLDER(S)

Name One:	Name Two:
-----------	-----------

BRANCH SORT CODE

From the Top Right Hand Corner of your Cheque: - -

BANK OR BUILDING SOCIETY ACCOUNT NUMBER

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

AMBER HOMOLOANS LIMITED MORTGAGE ACCOUNT REFERENCE NUMBER

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.

INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY

Please pay Amber Homeloans Limited Direct Debits from the account detailed on this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Amber Homeloans Limited, and, if so, details will be passed electronically to my Bank or Building Society.

Signature One:	Date:
Signature Two:	Date:

Registered in England No. 2819645. Registered Office: 1 Providence Place, Skipton, North Yorkshire BD23 2HL

Direct Debit Instruction

It is a condition of any Offer of Advance that your monthly payments are made by Direct Debit. Please complete all sections of the above form. Do not detach it but return it with the mortgage application. We will send it to your bank. The first full monthly payment will be collected on the first of the month following completion of your mortgage. Interest from the date of completion to the end of the month will not be collected by direct debit and is payable separately.

The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change, you will be told in advance by at least 10 working days as agreed.
- If an error is made by Amber Homeloans Limited or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.



PLEASE COMPLETE THIS SECTION IN FULL

Intermediary Details

I declare that I have provided advice, relevant product information and a KFI to the customer(s) and will confirm in writing to the customer(s), where appropriate, why the mortgage product is suitable. I confirm also that where an introductory fee will be received that this has been disclosed to the customer(s).

I declare that, in relation to the evidence of identity and address documented: (a) I have seen the original documents; (b) any documents bearing a signature were pre-signed; and (c) any documents bearing a photograph bore a good likeness.

Level of service given: Advised Non-advised

Permission status: Directly regulated Appointed Representative Not regulated (only acceptable for non-regulated buy to let applications)

DO NOT DEDUCT THE MORTGAGE PAYMENT IN THE FOLLOWING CALCULATION

Please confirm the monthly disposable income of the applicant(s): (The amount of money the applicant(s) have left over after all monthly expenses apart from their mortgage payment have been deducted.)

£ p.m. How did you arrive at this figure? (eg. Through my fact find process.)

This information is used as part of the assessment of the customer(s) overall affordability. If you are unable to provide this information the customer(s) will be required to complete a comprehensive Income and Expenditure form in order for AHL to assess the customer's ability to repay.

Product name: (Please confirm loading if applicable) Product Code:

Please indicate the arrangement fee you have charged the client in setting up this mortgage: £ Amount of procurement fee to be passed back to client (if any): £

For AHL approved packagers only – Please confirm the valuation fee that has been charged to the client:

If this includes an administration fee please detail each amount separately: Valuation Fee £ Administration Fee £

Other fees payable: Please provide full details.

In order to ensure that your procurement fee is paid to you without delay, please provide the following details with **every** application you submit:

Bank/Building Society: Branch Sortcode:

Account Holders: Account Number:

Name of Intermediary: Name of Company:

Company address: Postcode:

Telephone Number: Fax number:

Please detail the Network/Amber Development Manager/ISM you are submitting this application through: FSA Reference:

Please note: inaccurate information provided above could affect payment of procurement fee.

If you have obtained a Decision in Principle please confirm the reference number (where applicable) and enclose a copy of the decision.

Decision Reference Number:

Signature: Date:

Have you completed the 'WHICH AMBER PRODUCT DO YOU REQUIRE' box? If not the processing of the application may be delayed.

AHL can only accept Applications for Regulated Mortgage Contracts from intermediaries who are regulated by the Financial Services Authority (either directly authorised or as Appointed Representatives).

TO BE COMPLETED BY AHL APPROVED PACKAGERS AND UNDERWRITERS ONLY

CONFIRMATION OF SELF-CERTIFICATION CHECK

FIRST APPLICANT

Employed and Permanent? Yes No In position 4 months +? Yes No

Are they currently working their notice? Yes No

Job Title?

Name of person at the company who gave information

The above named's position in the company

Self-certification check carried out by:

Signature:

SECOND APPLICANT

Employed and Permanent? Yes No In position 4 months +? Yes No

Are they currently working their notice? Yes No

Job Title?

Name of person at the company who gave information

The above named's position in the company

Company:

Date:



Amber Homeloans Limited,
Registered Office: 1 Providence Place,
Skipton, North Yorkshire BD23 2HL
Tel: 0870 6013233* Fax: 0870 1976335

Authorised and Regulated by the
Financial Services Authority.
FSA Regulation Number: 306346

Registered in England No. 2819645

* To help maintain service and quality some telephone calls may be recorded and monitored.