

# SUPPLEMENTARY FORM TRUSTGUARD

If you are applying in a name of a Limited Company also complete:

LIMITED COMPANY Please note all directors/20% + shareholders will be required to provide personal guarantees for the total balance. Where the individuals above do not wholly own the application company, please provide a full list of all shareholdings on the 'Additional Information' page.

Percentage Shareholding		%	%
Proposed Borrower (Trading Name)			
Type of Business			
Year established	/ /	Co. Registration No.	
Business Address			
		Pos	stcode
Telephone Number			
Are you employed and in Probation Period?	First Applicant Yes/No	Second Applicant	s/No
If 'YES' no. of months remaining?	First Applicant	Second Applicant	
Are your tax affairs up to date with no overdue liabilities in relation to all your activities.	First Applicant Yes/No	Second Applicant	s/No

### **SELF CERTIFICATION** PLEASE READ THE FOLLOWING DECLARATION CAREFULLY BEFORE PROCEEDING WITH THIS APPLICATION

- I/We certify that my/our income, which is subject to UK Tax, is sufficient to service and repay existing commitments and borrowings and I/we are aware that, subject to any limits in the mortgage product, the mortgage payments could increase if interest rates rise.
- I/We will not be reliant upon the rental income from this purchase/re-mortgage to subsidise my/our personal income.
- I/We understand that my/our failure to maintain the mortgage payments may result in the forced sale of the property in order to repay all monies owing.
- I/We certify that my/our tax affairs are up to date with no overdue liabilities in relation to all my/our activities.



Yes/No

Applicant 2: I confirm that I have read and agree with the declaration

Applicant 1: I confirm that I have read and agree with the declaration

Authorised and regulated by the Financial Services Authority for Residential Mortgage Business and certain Buy to Let Loans. FSA Reference No. 307798. YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE Registered Office: Admiral House, Harlington Way, Fleet, Hampshire, GU51 4YA. Registered in England No. 2174236



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How long self employed?	Years	Months		Years	Months
Is the business solvent and likely to continue as a going concern?	First Applicant	Yes/No	Second .	Applicant	Yes/No
Do you receive income support or any other social security payments?	First Applicant	Yes/No	Second	Applicant	Yes/No
Pay or receive any child maintenance?	First Applicant	Yes/No	Second .	Applicant	Yes/No
Know of any future changes to your circumstances which may affect this mortgage?	First Applicant	Yes/No	Second	Applicant	Yes/No
If yes, please give details					
Had a county court judgement, or defualt for bad debt recordered against you or any company of which you are or have over been a director of, or ever been refused a licence for a house in multiple occupation?	First Applicant	Yes/No	Second 2	Applicant	Yes/No
Signature of Applicant I:		Signature of	Applicant	2:	

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# **Customer declaration**

## DECLARATION TO CAPITAL HOME LOANS LIMITED (CHL)

(which term includes successors and assigns and those deriving title through it) ("The Lender")

I/I/WE DECLARE that:

- This is an application for a first legal charge mortgage on a property intended to be used as or in connection with my/our main residence. I/we understand that this mortgage will be regulated by the Financial Services Authority; AND
- Please delete the statements that do not apply
- This is a direct application and I/we have received information, including a key facts illustration, on a range of mortgage products which has helped me/us to choose the mortgage I/we wish to take; OR
   This is a direct application and I/we have received information, including a key facts illustration, on
- the single mortgage product l/we have chosen; **OR 1.3** This is an application through a mortgage intermediary and the Lender has not given me any
- information or advice on mortgages. The intermediary has provided me/us with a key facts illustration which sets out details of any fees paid by the Lender to the intermediary or other parties.
- If applying as Guarantor, I/we understand and accept that I/we may become liable for the full mortgage debt instead of, or as well as, the applicant/s. Furthermore I/we agree to take independent legal advice.
- 3. I/We am/are over 18 years of age.
- I/We have personally completed this application form, or if completed by another party, have read and checked all the details provided.
- 5. I/We will not let the property or any part of the property without the Lender's written consent.
- 6. The information in this application is true to the best of my/our knowledge and belief and should the mortgage advance ("the Mortgage") be made such information will be regarded as forming part of the terms of the Mortgage. If any information is incorrect I/we will make good any loss which the Lender may suffer by acting in reliance upon any such information.
- 7. I/We have disclosed any additional information that is material to my/our application. I/We understand that additional information may be requested and, prior to completion of the Mortgage, I/we shall notify the Lender in writing of any changes in my/our circumstances which affects (or may affect) the information provided.
- 8. I/We confirm that all payments made in respect of any Mortgage granted are made for and on behalf of me/us, irrespective of the originator of such payments. I/We understand that where a loan is made to joint applicants, we will be jointly and separately liable to the Lender for the full amount of the loan.
- I/We acknowledge that the Lender may raise finance on any Mortgage it may make to me/us and consent to:

**9.1** the Lender transferring, assigning or otherwise disposing of the benefit of such Mortgage, or the Lender entering into any contractual arrangements relating to the funding of the Mortgage with any company, body or person without notice to me/us.

9.2 the Lender passing the particulars contained in this Mortgage application, together with supporting documentation which is now enclosed or may hereafter be provided, together with any documentation relating to the title to the property being mortgaged ("the Property"), the Mortgage, the history or conduct of my/our Mortgage account or any other information or documents involving me/us or the Property to any actual or potential transferee, assignee, disposer, provider of funds or other interested or contracting party.

9.3 any person interested in the Mortgage relying upon the truth and accuracy of the information contained in this mortgage application.

 $9.4~{\rm the}$  Lender inspecting my/our file held by my/our solicitors in relation to this Mortgage should the Lender require access to the same for any reason whatsoever.

9.5 the disclosure by the Lender, of my/our confidential personal information relating to me/us to a guarantor or their legal adviser relevant for the purpose of obtaining a guarantor for my/our Mortgage, or for the purposes of managing the conduct of the Mortgage account where there is an incidence of default.

### 10. I/We understand and accept that:

10.1 my/our valuation fee may be committed prior to obtaining full and satisfactory references.
10.2 any valuation fee is payable in advance (and includes an administration fee to CHL) which will not be refundable once expended (whether or not any offer of Mortgage is made) and that a copy of the valuation report will be provided, but no warranty, representation or assurance is given by the Lender that the statements, conclusions or comments expressed or implied in the valuation report are accurate or reliable, and that neither the Lender nor any valuer appointed by the Lender has any responsibility to me/us or any other person as to the value, state or condition of the Property.
10.3 the valuation report prepared for the Lender is not a building survey and may not reveal serious defects in the Property. It is my/our responsibility to ault or prior to entering into any commitment to purchase the Property.

10.4 the rate of interest and monthly repayment for any Mortgage granted may be varied from time to time.

**10.5** the Lender may, at any time before any Mortgage offered to me/us is completed, withdraw, revise or cancel its offer without stating a reason. If this application is successful the provisions of this Declaration will continue to apply after the completion of the Mortgage.

10.6 any person (other than an employee of the Lender) with whom I/we deal in connection with the Mortgage applied for is not empowered to make any representation or give any undertaking on behalf of the Lender and therefore the Lender will not be bound or be liable for any such representations or undertaking.

Registered office: Admiral House, Harlington Way, Fleet, Hampshire GU51 4YA Registered in England no. 2174236

t: 01252 812271 f: 01252 811826 dx: 148780 fleet 2

#### Data Protection Act 1998 Notice

The Lender will use your information for the purposes of considering your mortgage application and, if granted, administering the mortgage. The Lender may pass your information on to other companies within the Lender's Group for such purposes.

The Lender's Group includes Irish Life and Permanent and any companies associated with the Lender or Irish Life and Permanent.

Some of the Lender's Group companies may be located outside the European Economic Area, in countries whose laws do not provide equivalent protection for your personal information, as that provided by the Data Protection Act 1998. In those circumstances the Lender will first ensure that the receiving company enters into an agreement to provide that protection, and you consent to the Lender transferring your information in this way.

The information held by the Lender may include data of a sensitive nature such as relating to the commission or alleged commission of an offence or, in very rare circumstances, relating to your health. You consent to the Lender holding this information for the purposes set out in this Notice.

The Lender will treat all your personal information as private and confidential (even when you are no longer a customer). Nothing about your accounts, nor your name and address, will be disclosed to anyone, including other companies in the Lender's Group, other than in four exceptional cases permitted by law. These are:

- where we are legally compelled to do so such as to the Lender's auditors and regulatory bodies;
- where there is a duty to the public to disclose;
   where our interests require disclosure;

(This will include the circumstances set out in the Declaration and this Notice but will not be used as a reason for disclosing information about you or your accounts (including your name and address) to anyone else including other companies in the Lender's Group for marketing purposes)

where disclosure is made at your request or with your consent.

In considering your application the Lender may obtain information about you from your mortgage intermediary (if applicable) and professional advisors, such as surveyors and solicitors, and the Lender may also pass information to them.

The Lender may use records to provide data to the Audit Commission for the purposes of data matching. You consent to the Lender making such enquiries as it considers necessary and in particular to contacting any of your other existing or previous lenders about existing or previous loans or mortgages you may have obtained from them and to contacting life assurance companies with whom you have or have applied for a policy in connection with this Mortgage.

The Lender may make such enquiries of persons such as employers, landlords, accountants, bankers, the Land Registry and/or the Inland Revenue as it considers necessary in connection with the application to confirm the truth and accuracy of the information contained in it and for credit reference purposes. To help the Lender to make credit decisions about you, to prevent fraud, to check your identity, to prevent money laundering and administering mortgages the Lender will search your records at credit reference agencies at commencement and may do so periodically thereafter. Details of the Lender's search and your application will be added to your records whether or not this application proceeds and will be seen by other organisations carrying out later searches. The Lender may also disclose information relating to the conduct of your mortgage account and any mortgage debts owed to the Lender to credit decisions about you and the people with whom you are financially associated, for fraud and money laundering prevention and occasionally for tracing debtors. When assessing your application and managing your mortgage account the Lender may uses your information to debt counsellors.

#### Fraud Prevention Agencies

It is important that you give the Lender accurate information. The Lender will check your details with fraud prevention agencies.

- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- Law enforcement agencies may access and use this information.
- The Lender 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
- The Lender and other organisations may access and use from other countries the information recorded by fraud prevention agencies

Credit reference and fraud protection agencies will link together information in the financial records of the people with whom you are financially associated and such information will be taken into account in all future applications by you/either of you. This linking will continue until a notice confirming separation (known as disassociation) is successfully filed at these agencies.

The Lender may also wish to use your information to let you know by letter, telephone, fax or email, whichever is appropriate, about the Lender's other products or services which may be of interest to you.

If you would like to receive such information please tick this box. App. 1 App. 2 Other companies within the Lender's Group and carefully selected third party organisations may have products or services which may be of interest to you and the Lender may wish to pass your information to them for this

purpose. Those organisations may contact you and the tender may wish to pass your information to them for the purpose. Those organisations may contact you by letter, telephone, fax or email, whichever is appropriate.

If you would like to receive such information please tick this box. App. 1 App. 2

Please contact the Lender at 01252 365877 if you want to receive details of the relevant fraud prevention agencies and credit reference agencies. You also have the right to ask for a copy of information held by the Lender in its records in return for payment of a small fee. If there are any inaccuracies in your information you have the right to ask the Lender to correct your information. BY SIGNING THIS FORM YOU GIVE YOUR CONSENT TO THE LENDER AND ITS GROUP COMPANIES TO USE YOUR PERSONAL INFORMATION FOR THESE PURPOSES.

Signature of Applicant 1
Date
Signature of Applicant 2
Date

# **Customer declaration**

## DECLARATION TO CAPITAL HOME LOANS LIMITED (CHL)

(which term includes successors and assigns and those deriving title through it) ("The Lender")

I/WE DECLARE that:

- Please delete the statements that do not apply
- This is an application for a mortgage on a property that is not intended to be occupied by me/us nor by my spouse (or a person whose relationship has the characteristics of a spouse) nor by a close relative (including parent, brother, sister, child, grandparent or grandchild).
- I/We understand that this mortgage will not be regulated by the Financial Services Authority. OR 1.1 This is an application for a first legal charge mortgage on a property intended to be occupied by me/us or by my spouse (or a person whose relationship has the characteristics of a spouse) or by a close relative (including parent, brother, sister, child, grandparent or grandchild).
- I/We understand that this mortgage will be regulated by the Financial Services Authority; AND
   1.2 This is a direct application and I/we have received information, including a key facts illustration, on a range of mortgage products which has helped me/us to choose the mortgage I/we wish to take; OR
- 1.3 This is a direct application and I/we have received information, including a key facts illustration, on the single mortgage product I/we have chosen;  $\mathbf{OR}$
- 1.4 This is an application through a mortgage intermediary and the Lender has not given me any information or advice on mortgages. The intermediary has provided me/us with a key facts illustration which sets out details of any fees paid by the Lender to the intermediary or other parties.
- If applying as Guarantor, I/we understand and accept that I/we may be liable for the full mortgage debt instead of, or as well as, the applicant/s. Furthermore I/we agree to take independent legal advice.
- 3. I/We am/are over 21 years of age.
- I/We have personally completed this application form, or if completed by another party, have read and checked all the details provided.
- 5. The information in this application is true to the best of my/our knowledge and belief and should the mortgage advance ("the Mortgage") be made such information will be regarded as forming part of the terms of the Mortgage. If any information is incorrect I/we will make good any loss which the Lender may suffer by acting in reliance upon any such information.
- 6. I/We have disclosed any additional information that is material to my/our application. I/We understand that additional information may be requested and, prior to completion of the Mortgage, I/we shall notify the Lender in writing of any changes in my/our circumstances which affects (or may affect) the information provided.
- 7. I/We confirm that all payments made in respect of any Mortgage granted are made for and on behalf of me/us, irrespective of the originator of such payments. I/We understand that where a loan is made to joint applicants, we will be jointly and separately liable to the Lender for the full amount of the loan.
- I/We acknowledge that the Lender may raise finance on any Mortgage it may make to me/us and consent to:

8.1 the Lender transferring, assigning or otherwise disposing of the benefit of such Mortgage, or the Lender entering into any contractual arrangements relating to the funding of the Mortgage with any company, body or person without notice to me/us.

8.2 the Lender passing the particulars contained in this Mortgage application, together with any supporting documentation which is now enclosed or may hereafter be provided, together with any documentation relating to the title to the property being mortgaged ("the Property"), the Mortgage, the history or conduct of my/our Mortgage account or any other information or documents involving me/us or the Property to any actual or potential transferee, assignee, disposer, provider of funds or other interested or contracting party.

8.3 any person interested in the Mortgage relying upon the truth and accuracy of the information contained in this mortgage application.

8.4 the Lender inspecting my/our file held by my/our solicitors in relation to this Mortgage should the Lender require access to the same for any reason whatsoever.

8.5 the disclosure by the Lender, of my/our confidential personal information relating to me/us to a guarantor or their legal adviser relevant for the purpose of obtaining a guarantor for my/our Mortgage, or for the purposes of managing the conduct of the Mortgage account where there is an incidence of default.

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9.3 the valuation report prepared for the Lender is not a building survey and may not reveal serious defects in the Property. It is my/our responsibility to value for reinstatement purposes and it is in my/our best interests to obtain a full building survey report of the Property prior to entering into any commitment to purchase the Property.

9.4 the rate of interest and monthly repayment for any Mortgage granted may be varied from time to time.

**9.5** the Lender may, at any time before any Mortgage offered to me/us is completed, withdraw, revise or cancel its offer without stating a reason. If this application is successful the provisions of this Declaration will continue to apply after the completion of the Mortgage.

9.6 any person (other than an employee of the Lender) with whom I/we deal in connection with the Mortgage applied for is not empowered to make any representation or give any undertaking on behalf of the Lender and therefore the Lender will not be bound or be liable for any such representations or undertaking.

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The information held by the Lender may include data of a sensitive nature such as relating to the commission or alleged commission of an offence or, in very rare circumstances, relating to your health. You consent to the Lender holding this information for the purposes set out in this Notice.

The Lender will treat all your personal information as private and confidential (even when you are no longer a customer). Nothing about your accounts, nor your name and address, will be disclosed to anyone, including other companies in the Lender's Group, other than in four exceptional cases permitted by law. These are:

- where we are legally compelled to do so such as to the Lender's auditors and regulatory bodies;
- where there is a duty to the public to disclose;
   where our interests require disclosure;
- where our interests require disclosure; (This will include the circumstances set out in the Declaration and this Notice but will not be used as a

reason for disclosing information about you or your accounts (including your name and address) to anyone else including other companies in the Lender's Group for marketing purposes)

where disclosure is made at your request or with your consent. In considering your application the Lender may obtain information about you from your mortgage

intermediary (if applicable) and professional advisors, such as surveyors and solicitors, and the Lender may also pass information to them.

The Lender may use records to provide data to the Audit Commission for the purposes of data matching. You consent to the Lender making such enquiries as it considers necessary and in particular to contacting any of your other existing or previous lenders about existing or previous loans or mortgages you may have obtained from them and to contacting life assurance companies with whom you have or have applied for a policy in connection with this Mortgage.

The Lender may make such enquiries of persons such as employers, landlords, accountants, bankers, the Land Registry and/or the Inland Revenue as it considers necessary in connection with the application to confirm the truth and accuracy of the information contained in it and for credit reference purposes. To help the Lender to make credit decisions about you, to prevent fraud, to check your identity, to prevent money laundering and administering mortgages the Lender will search your records at credit reference agencies at commencement and may do so periodically thereafter. Details of the Lender's search and your application will be added to your records whether or not this application proceeds and will be seen by other organisations carrying out later searches. The Lender may also disclose information relating to the conduct of your mortgage account and any mortgage debts owed to the Lender to credit reference agencies. Any of this information may be used by other credit providers for making credit decisions about you and the people with whom you are financially associated, for fraud and money laundering prevention and occasionally for tracing debtors. When assessing your application and managing your mortgage account the Lender may uses your information to debt counsellors.

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- Law enforcement agencies may access and use this information.
- The Lender 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
- The Lender and other organisations may access and use from other countries the information recorded by fraud prevention agencies

Credit reference and fraud protection agencies will link together information in the financial records of the people with whom you are financially associated and such information will be taken into account in all future applications by you/either of you. This linking will continue until a notice confirming separation (known as disassociation) is successfully filed at these agencies.

The Lender may also wish to use your information to let you know by letter, telephone, fax or email, whichever is appropriate, about the Lender's other products or services which may be of interest to you.

If you would like to receive such information please tick this box. App. 1 App. 2 Other companies within the Lender's Group and carefully selected third party organisations may have products or convices which may be of interest to you and the Lender may within to nask your information to them for this

or services which may be of interest to you and the Lender may wish to pass your information to them for this purpose. Those organisations may contact you by letter, telephone, fax or email, whichever is appropriate.

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YOUR HOME MAY BE REPOSSESSED IF Y	YOU DO NOT KEEP UF	P REPAYMENTS ON YOUR	MORTGAGE.
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Signature of Applicant 1
Date
Signature of Applicant 2
Date