

Declaration



Declaration

IMPORTANT – PLEASE READ

When you sign this declaration you certify that the statements and particulars given below and all the information given in your application are true and complete. You consent to the use of your information in accordance with this declaration and the "Guide to the use of your personal information by us and at Credit Reference Agencies". You understand that these will form the basis of any mortgage offer.

Interpretation

"We" means edeus mortgages creators Limited and anyone who becomes entitled to the lender's rights under the mortgage deed and words such as "our, us" etc. should be read in the same way. "You" means the person named as the borrower in the mortgage deed and anyone getting any title or interest in the property through the borrower and words such as "your, yours" etc. should be read in the same way. If there is more than one of you, references to "you" are to each or any of you individually, as well as to each and every one or more of you together jointly. The "Application" means this form and any accompanying or supporting documentation that you provide now or in the future.

General

You confirm and agree that:

- 1) The information you give in this Application whether completed personally by you or not is true and accurate in all respects.
- 2) Your income is as stated in the application and is sufficient to support the payments required to sustain the mortgage requested.
- 3) You will supply any additional further information that we may require in order to proceed with the Application.
- 4) You have the consent of any joint applicant or third party to disclose and use their information for the purposes of this application.
- 5) You consent to a mortgage intermediary acting for you in your mortgage application and where you have given information to your mortgage intermediary, you consent to your details being manually input and subsequently transmitted electronically.
- 6) We may liaise with your mortgage intermediary as necessary unless you otherwise inform us in writing.
- 7) You are aged 18 or over.
- 8) We may disclose your information to and make any enquiries and searches and obtain any references and information that we consider necessary of persons, including but not limited to tax authorities, past/present employers, landlords, accountants, building societies, lenders, bankers and credit reference agencies (who will keep a record of searches made) as we consider necessary to confirm the truth and accuracy of the information in this Application. Any costs incurred by us in doing this will be your responsibility. The results of these enquiries, searches and references and any information given by you or any other person in applying for the mortgage loan may be used for credit assessment, including credit scoring and for debt recovery, the prevention of money laundering, tracing and fraud prevention. You agree and consent to us making enquiries of the persons listed above and authorise such persons to disclose to us any information we require from them. You also agree that we may share information with third parties about the conduct and operation of your Mortgage Loan.
- 9) You do not have any other outstanding loans which must be, but which are not, disclosed with this Application.
- 10) You have made arrangements to pay off any monies owing under any existing County Court judgement/s against you.
- 11) Your information will be used to assess affordability of the mortgage and you are aware of approximate monthly payments and that you can afford these payments.
- 12) You have never been adjudged bankrupt or insolvent or been sequestered or entered into any arrangements with creditors or had civil or criminal proceedings of any kind issued against you other than as specified in this Application. If proceedings have been issued, you will supply full details to us.
- 13) Any solicitor acting for you may disclose to us any information or documentation that we ask for about the transaction or the property which is the subject of this Application and you waive any duty of confidentiality or privilege which may otherwise exist in relation to this mortgage transaction.
- 14) You have read and considered the Key Facts Illustration about the particular mortgage product you have chosen and/or have been advised to apply for it by your mortgage intermediary or other adviser. We are not responsible for any advice given or recommendation made by an intermediary about the mortgage product you have chosen.
- 15) You will notify us promptly of any changes which have, or are likely to have an effect on the continuing accuracy of the particulars in this Application and which may affect our willingness to provide the mortgage loan.
- 16) The information in this Application and Declaration may be relied on by us and any other person or body in whom the benefit of all or any of the loan, mortgage or security is from time to time vested. If such information is inaccurate you will make good any loss which we and any other person or body may suffer by relying on it.
- 17) We may record and monitor telephone conversations between you and us at our discretion, for security, quality and/or training purposes.
- 18) From time to time we may mortgage, sell, transfer, assign, novate, charge or otherwise dispose of, in whole or in part any mortgage loan, mortgage or other related security to any person or organisation and enter into contractual arrangement with any such person or organisation for the purpose of funding such mortgage loan. You agree that any mortgage, sale, transfer, assignment, novation, charge or other disposition may be in law or in equity any may be by way of absolute assignment or by way of security only. You agree to each such mortgage, sale, transfer, assignment, novation charge or other disposition that we may make and you understand and agree that we do this without giving notice to you. You understand that a mortgage, sale, transfer, assignment, novation, charge or other disposition for this purpose typically involves us transferring all or some of the rights and obligations that go with the mortgage or the related security to another person or organisation. You agree that we may provide information about your (i) mortgage application and any supporting documentation, (ii) mortgage loan and any related security, (iii) any other information relating to the property, (iv) the history and conduct of your account, and (v) any other relevant information, to any such person or organisation prior to any mortgage, agreement for sale, transfer, assignment, novation, charge or other disposition. You understand that we may provide such information to any such person or organisation including but not limited to, credit reference agencies for the purpose of quality analysis. If the transferor or assignee is a building society you agree to be

bound by the rules of such building society and if any transfer or assignment is by a building society you understand that this will lead to termination of your borrowing membership of the building society and the loss of any rights associated with such membership.

- 19) We may pass your details to our nominated general insurance provider Legal and General Insurance Limited, who may contact you to discuss buildings and contents, accident, sickness and unemployment cover. Legal and General Insurance Limited are authorised and regulated by the Financial Services Authority.

You understand that:

- 20) We will be entitled to withdraw any mortgage loan offer should you falsify any information supplied in this Application.
- 21) It is an offence to knowingly make a false, inaccurate or misleading declaration when applying for a mortgage.
- 22) If you make a false declaration you may face criminal prosecution and/or civil action for recovery of any losses incurred by us.
- 23) If the loan is not for your benefit, you must take independent legal advice.
- 24) Our mortgage products are subject to valuation and status.
- 25) We may decline to make you a mortgage offer or withdraw, cancel or revise any mortgage offer that we may make without giving a reason.
- 26) If two or more of you are making this Application, each of you is individually and jointly responsible for all obligations in relation to the mortgage loan.
- 27) You understand that we may require you to confirm your income and we may request this information from you if you have originally self-certified your income in this application.
- 28) We accept no responsibility for any representation made by any employee, agent or any other person unless these are incorporated in the offer of loan or are subsequently confirmed by us in writing.

Costs and Fees

The assessment fee payable by you covers our costs for assessing the value of the property. If we accept this fee we are not obliged to offer or make a mortgage loan to you. When we have carried out the assessment, the fee is not refundable.

You authorise us to add any arrangement fee or Higher Lending Charge where applicable. Any Higher Lending Charge we make is non-refundable.

The only fees you must pay us for this Application are contained in the literature about the particular mortgage loan that you are applying for. Any other fees that you pay to any third party are paid not as a condition of submitting this Application or as a condition of obtaining the mortgage offer (if made).

Valuation

You authorise us to obtain a valuation of your security at your cost for our purposes. We will obtain a valuation only to enable us to assess the amount of the mortgage loan, if any, which we are prepared to make on the property proposed as security referred to in this Application and that valuation does not give you any rights against us or any other person. You understand this will be an automated valuation for our own purposes and that no valuation report will be supplied to us. You understand that we may not arrange for an inspection of the property and we will not routinely tell you of the assessment of the value of the property following any automated valuation we obtain.

If we require a property inspection you understand that we will choose a valuer from our panel of valuers. We will obtain a valuation report from the valuer for our purposes.

You acknowledge it is your responsibility to obtain an independent valuation or advice before you proceed to completion of the loan. We give no warranty, representation or assurance that the statements, conclusions and opinions, expressed or implied, in any valuation report you obtain are accurate, valid or complete or that the property is free from defects or worth at least the amount of the mortgage loan or that (where relevant) the purchase price is reasonable.

Insurance

You understand that it will be your responsibility to maintain payments on the mortgage. You will arrange/have already arranged suitable cover and/or understand that your mortgage payments will not be protected in the event of accident, sickness or unemployment.

As a condition of your mortgage loan, you must have adequate buildings insurance in place at exchange or conclusion of missives (for house purchase) and completion (for remortgages).

Self-Certified Loans

If you have self-certified your income in your application, you should be aware that any false declaration constitutes fraud. We employ processes to establish the reasonability of your level of income, and the details declared will form part of your agreement with us. If your income declaration is inaccurate or false, you will make good any loss which we and any other person or body may suffer relying upon it.

BACS Advance Notice Waiver Agreement

By signing the Direct Debit Instruction, you:

- a) Agree to waive the BACS 10 working day written advance notice requirement;
- b) Acknowledge that (1) the first part month payment will be collected by direct debit from your bank/building society account and thereafter on agreed collection date(s) following completion of the mortgage and (2) we may initiate specific direct debit(s) should the need arise following your agreement which may be made by telephone or written contact.

Data Protection and Privacy

You can obtain (on payment of a fee) a copy of your personal information held by us, or details of the credit or fraud agencies used by us, by writing to the **Data Protection Officer, edeus mortgage creators Limited, Compliance Team, 2 Charter Court, Wolverhampton Business Park, Wolverhampton WV10 6TB.**

You have a right to know how we will use your personal information. It is important that you should read this declaration and the Notice that has been supplied to you entitled "A Guide to the use of your personal information by us and at Credit Reference Agencies".

We may telephone you or write to you about products or services of ours or others which may be of interest to you. The methods of contact which you consent to include post, electronic mail, telephone, SMS text messaging and any other online or interactive media. We may pass details about you and the conduct of your mortgage account with us to other companies within our group or selected third parties who may telephone or write to you about their products or services. If you do not wish to be contacted by us or third parties in the ways outlined you may write to us at any time at **The Marketing Department, edeus mortgage creators Limited, 2 Charter Court, Wolverhampton Business Park, Wolverhampton WV10 6TB.**

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

	Applicant 1	Applicant 2
Print name		
Signature		
Date		

edeus mortgage creators Limited is authorised and regulated by the Financial Services Authority. Register number 450426. Registered Office Address 2 Charter Court, Wolverhampton Business Park, Wolverhampton, WV10 6TB.

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