

Online declaration form

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before proceeding. If you do not understand any point please ask for further information.

By clicking the 'I agree' button I confirm that:

- a) I am either:-
 - i) the/an applicant and give the acknowledgements and consents set out below on my own account and, where there is more than one applicant, with the full knowledge and authority of all the others; or
 - ii) the broker submitting this application on behalf of the applicant(s) and that the applicant(s) detailed in this application has/have read and understood all the confirmations and consents below and authorise(s) me to communicate them on their behalf;
- b) the information given, whether on the application form or otherwise, is true, accurate, complete and not misleading and that I will notify you promptly of any changes that may occur before the mortgage is completed;
- c) I have never been refused a mortgage by any other lender;
- d) I have never been in arrears with any credit agreement;
- e) I have never had a judgement for debt registered against me or been declared bankrupt/ sequestrated or failed to maintain payments under any mortgage or other credit agreement;
- f) you may make all enquiries you feel appropriate (including with HM Revenue & Customs under the HMRC Verification Scheme to confirm the income information and documents I have provided are true and genuine, any Credit Reference Agency or any past/present employer, accountant, lender or bank) for deciding whether to proceed with this application and which you consider necessary for confirmation, credit assessment and account management;
- g) if identity and/or immigration papers are provided I give permission for you to check my status with the Home Office;
- h) I waive any confidentiality or privilege in respect of this application, and the mortgage transaction as a whole, and confirm that any solicitor or other party acting for me is authorised to disclose to you, at any time (whether prior to release or after completion of the mortgage/standard security), any information or documentation you request or which ought reasonably to be considered relevant or which might reasonably influence your decision to lend, including the entirety of the solicitor's file(s) (regardless of whether there is a joint file or a separate file for me and you), the financial records and the ledger card;
- i) if you provide me with a copy of, or extract from, your valuation report you make no representation or warranty (express or implied) nor accept any liability or responsibility in respect of its contents;

- j) any payments in respect of the mortgage/standard security are made for, and on behalf of, all parties to it;
- k) where I am not a consumer buy-to-let borrower my mortgage is entered into wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by me. I understand that I will not have the benefit of the protection and remedies that would be available to me under the Mortgage Credit Directive Order if the agreement were a regulated mortgage contract under that Order, I am aware that if I am in any doubt as to the consequences of the agreement not being regulated by the Order then I should seek independent legal advice;
- l) you may record or monitor any telephone or email communication with me for training purposes or client protection;
- m) you may decline this application or withdraw any subsequent offer without stating a reason;
- n) any additional security insurance arrangements are for your benefit only and that I have no right or claim in relation to them;
- o) I am aware that it is a criminal offence to knowingly provide false information to obtain a mortgage and that it may make me liable for criminal prosecution;
- p) I am aware that to forge a signature may make me liable for criminal prosecution;
- q) I am aware of and consent to the Securitisation and Use of Information provisions below.

Securitisation

I confirm that you may securitise any mortgage/standard security or guarantee that I may have with you. I understand that securitisation typically involves you transferring all or some of the rights and duties that go with the mortgage/standard security or guarantee to an investor who normally asks you to carry on administering them as though your own. So that, for example, following securitisation you would normally continue to collect payments and should I experience any difficulties in making payments, or have any queries, I should contact you.

Use of information

In considering your application, we will search your personal record at one or more Credit Reference Agencies. They will add to your records details of our search and your application and this will be seen by other organisations that make searches. Information held about you by the Credit Reference Agencies may already be linked to records relating to one or more of your partners. For the purposes of this application, you may be treated as financially linked and your application will be assessed with reference to any "associated" records.

If you are a joint applicant or if you have told us of some other financial association with another person you must be sure that you are entitled to:

- disclose information about your joint applicant and anyone referred to by you
- authorise us to search, link or record information at Credit Reference Agencies about you and anyone referred to by you

An "association" between joint applicants and between you and anyone you tell us is your financial partner will be created at Credit Reference Agencies. This will link your financial records, each of which will be taken into account in all future applications by either or both of you. This will continue until one of you successfully files a disassociation at the Credit Reference Agencies.

We will/may use a credit scoring or other automated decision making system when assessing your application.

We will also add to your personal record with one or more of the Credit Reference Agencies, details of your agreement with us, the payment you make under it, any default or failure to keep to its terms and any change of address you fail to tell us about where a payment is overdue. These records will be shared with other organisations and used by us and them to trace debtors, recover debt, and to manage your accounts or insurance policies.

We may also make periodic searches at Credit Reference Agencies and Fraud Prevention Agencies to manage your account with us.

If you are a director, we will seek confirmation, from Credit Reference Agencies, that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.

Information on applications will be sent to Credit Reference Agencies and will be recorded by them including information on your business and its proprietors and Credit Reference Agencies may create a record of the name and address of your business and its proprietors if there is not one already.

It is important that you give us accurate information. We will check your details with Fraud Prevention Agencies and if you give us false or inaccurate information and fraud is identified, details will be passed to Fraud Prevention Agencies. You may also be liable to criminal prosecution.

Law enforcement agencies may access and use this information. We and other organisations may access and use from other countries the information recorded by Fraud Prevention Agencies. 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.

For these purposes they or we may make further searches. These searches may be added to your record and shared with others.

If we are unable to accept your application, we will/may pass it onto other members of our group or selected third parties, who may also search your records at Credit Reference Agencies. The record of these searches will also be kept and seen by other organisations that make searches. The other group members or selected third parties to whom we pass your application may also use automated systems and carry out the checks referred to above.

We, the Credit Reference Agencies and the Fraud Prevention Agencies will also use the records for statistical analysis about credit, insurance and fraud. We may also use information about you to carry out market research.

In addition, we may disclose details held on our records about you, the progress of your application to us, your agreement, or the conduct of your account with us to:-

- any actual or prospective insurer under this agreement who may use them to help decide whether or not to offer cover, in fraud prevention and processing claims;
- any actual or prospective purchaser of this agreement who will use them for statistical analysis;
- any actual or prospective lender, ranking in priority below us.

Please telephone us on 0800 375 720 if you want to have details of those Credit Reference and Fraud Prevention Agencies from whom we obtain and to whom we pass information about you. You have a legal right to these details.

You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee will be payable.

Important - use of your information

1. You have a right to know how we will use your personal information. It is important that you should read the use of information notices above before you apply.
2. We may email, telephone or write to you about products or services of ours, or others, which may be of interest to you.

We will disclose personal details (1) to any proposed guarantor of the loan, to our insurers, auditors, professional advisers, sub contractors or any person providing a service to us who have agreed to treat your personal details as confidential, (2) if required to do so by law or any regulatory body relevant to our business, (3) as envisaged by this application or (4) otherwise with your consent.

We may pass details about you and the conduct of your account with us to other companies within our group, or selected third parties, who may email, telephone or write to you about their products or services. You have the right at any time to stop us from contacting you or giving your details to others for these purposes.

You may write to our Customer Services department at 51 Homer Road, Solihull B91 3QJ and/or register your telephone number under the Telephone Preference Service.

Mortgage Trust accepts no responsibility for any representations made by any employee or agent of Mortgage Trust or any other person unless these are incorporated in the offer or are subsequently confirmed by Mortgage Trust in writing.