

Declaration

Please note that if the application form is incomplete then we may not be able to proceed with your application.

You must read this declaration carefully and then sign at the end. Please note that the headings are provided for your convenience only and do not affect the construction or interpretation of this declaration.

Paratus AMC Limited is registered as a data controller with the Information Commissioner under registration number Z5325628.

To Paratus AMC Limited, its agents, its successors and assigns and those deriving title through it, collectively "you, You, your and/or Your".

I/We declare and agree that:

- I/We mean(s) the applicant(s) and if more than one we accept and agree that we will be jointly and severally liable for the amount of the mortgage;
- I/We understand that I/we will be required to sign a legal charge relating to the property to secure the loan I/we are applying for and that legal charge will also secure any other sums I/we owe to you now or in the future.
- I am/We are 25 years of age or over;
- I/We have personally completed this application form, or if completed by someone else, have read and checked every answer;
- I/We have sufficient means to support the mortgage applied for in the event that the property is unoccupied by tenants;
- I/We understand and agree that you may also share my/our personal information with my/our employer(s), landlord, accountant, banker, current and previous lenders and HMRC in order to request information from them so that you can assess whether me/us meet the eligibility criteria for the mortgage I/we have applied for and I/We authorise my/our our employer(s), landlord, accountant, banker, current and previous lenders and HMRC to release to you any information you may request from them.
- I/We understand that if I/we or another party falsify any information in connection with this mortgage application, you will be entitled to withdraw any mortgage offer that they may have made to me/us;
- Unless otherwise stated in my/our application, I/we have made all payments due under any existing or previous mortgage to which I/we have been a party on the date and in the manner required and that no arrears have arisen thereunder;
- All payments made in respect of any mortgage granted are made for and on behalf of all applicants detailed in this application, irrespective of the originator of such payments. I/We acknowledge that any reservation fee paid to secure funds under a limited issue product, is non-refundable;
- The information given in my/our application is true to the best of my/our knowledge and belief and will, together with this declaration, form part of the terms of any mortgage that I/we may enter into with you. I/We have disclosed any additional information which is material to my/our application. If any information I/we have given is incorrect, I/we will make good any loss that you may suffer by relying on that information. I/We will give any additional information that may be requested and will, prior to completion, notify you in writing of any change in my/our circumstances which affects (or may affect) the information supplied;
- I/We accept that you may withdraw a mortgage offer before completion in the circumstances set out in condition 10 of section 2 of the Mortgage Conditions;
- I/We authorise you to accept requests relating to my/our application and my/our mortgage, if granted, from me/us, my/our Broker/Intermediary/Solicitor verbally, in writing, via telephone, fax, and electronic mail (or any other similar method of communication). I/We authorise you to give, send or receive information relating to my/our application and my/our mortgage, if granted, to me/us, my/our Broker/Intermediary/Solicitor/Prospective lenders/Insurers and other third parties via the above methods of communication. **I/We accept that electronic mail has the potential for reduced levels of security, especially mails which are unencrypted, and I am/we are prepared to accept this risk.**
- If the mortgage is to be made on a buy to let basis I/we will not occupy the mortgaged property at any point in the mortgage term. In such circumstances I/we will not, at any point in the mortgage term, allow that property to be occupied by my/our spouse, civil partner, parent, sibling, child, grandparent, or grandchild, or any person (whether or not of the opposite sex) whose relationship with me/us has the characteristics of a relationship between spouses.
- If the mortgage is to be made on a buy to let basis the mortgaged property is not, and will not during the mortgage term be, subject to a sale and rent back arrangement under which it is occupied by a person who transferred the property to me/us in return for a right to occupy the property.
- I/We confirm that if the property to be mortgaged is held on a leasehold basis I/we will comply with all terms and obligations contained in that lease including those related to the payment of ground rent and/or service charges.

Insurance

If the mortgage is/was made on a buy to let basis I/we accept that there is a need for adequate landlord property Insurance to be in place at all times during the term of this loan. In all other circumstances I/we accept that there is a need for adequate buildings insurance to be in place at all times during the term of this loan.

Solicitor/Legal Representative

I/We understand that you will instruct a Solicitor or a Licensed Conveyancer (at their discretion) to act on their behalf and that I/we will be responsible for your legal costs and disbursements whether or not a mortgage is completed. I/We authorise my/our Solicitor, Licensed Conveyancer or Broker/Intermediary to disclose to you any information relating to my/our application and any mortgage. I/We give up any right to claim solicitor/client confidentiality or legal privilege in respect of such information.

Valuation

I/We authorise you to instruct a provider of valuations to carry out a property valuation at my/our cost for your own purposes and understand that subsequently any valuation report may not be made available to me/us. I/We understand that in certain circumstances the valuation of the property may be assessed using statistical information and that a provider of valuations may not physically visit the property.

I/We further understand that you are not the agent of the provider of valuations and that I am/we are making no agreement with the provider of valuations and any statements or representations will be relied upon by me/us.

I/We understand that no responsibility to me/us is implied or accepted by you or the provider of valuations by reason of the inspection and valuation for either the value or condition of the property. I/We understand that you do not undertake to give advice as to the value or condition of the property and accept no liability for any such advice that may be given. I/We understand that I/we should not rely on the valuation for any purposes at all.

I/We understand that the fee is payable in advance and is not returnable.

I/We understand that the property valuation is not a Structural/Building Survey or House/Home Buyers report and that there may be serious defects in the property which are not revealed. I/We understand and accept that it is my/our responsibility to satisfy myself/ourselves as to the structural soundness and condition of the property and its value for re-instatement purposes. I/We agree that you may share information about the property or its value with other people or organisations for the purpose of providing information to help in valuing properties.

Assignment/Transfer

I/We agree that you may, without notice, transfer or assign, either in whole or in part any loan, mortgage or security for the repayment of any loan or mortgage made in connection with my/our application to your successors and assigns which include, without limitation, your legal and equitable assigns whether by way of absolute assignment or by way of security only and those deriving title under it or them. I/We understand that you may provide details of my/our account to prospective successors and/or assigns in order that they may conduct due diligence checks prior to any transfer taking place. I/We understand that such checks may involve my/our personal data being passed to third parties, including, but not limited to, credit reference agencies for the purpose of quality analysis.

I/We understand that you may disclose information relating to my/our loan, mortgage or security for the repayment of any loan or mortgage made in connection with my/our application to third parties (such as banks, building societies or insurance companies) so that the transition from one lender to another is completed satisfactorily.

I/We understand that after my/our loan, mortgage or security for the repayment of any loan or mortgage made in connection with my/our application has been transferred or assigned, you may obtain information and data from the new lender about my/our loan, mortgage or security for the repayment of any loan or mortgage account to assist in statistical research relating to credit scoring or the investigation and resolution of complaints.

Transfer of your personal information overseas

Some or all of your personal information may be transferred to, stored or processed by a service provider of ours located in a country outside the European Economic Area where data protection laws may not be as strict as they are in the UK. Where we send your personal information outside of Europe we will always ensure that adequate measures are taken to protect your information.

Credit References

This section provides a short-form explanation of the use of your personal information by Credit Reference and Fraud Prevention Agencies (for example Experian, CIFAS etc.).

- When you apply to us to open an account, we will check the following records about you and others (see below)
 - a) Our own;
 - b) Those at credit reference agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. They supply to us both public (including electoral register) and shared credit and fraud prevention information.
 - c) Those at fraud prevention agencies (FPAs).
- We will make checks such as; assessing this information for credit and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your account with us.
- If you are making a joint application or tell us that you have a spouse or financial associate, we will link your records together so you must be sure that you have their agreement to disclose information about them. CRAs also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.
- Information on applications will be sent to CRAs and will be recorded by them. Where you borrow from us, we will give details of your accounts and how you manage it/them to CRAs. This information may be used if decisions are made about me/us or others at my/our address(es) on credit or credit-related services or motor, household, credit, life or any other insurance proposals and insurance claims. It may also be used to manage your accounts and insurance policies and for statistical analysis, claims assessment and checking details of job applications and employees. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.
- If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.
- If you have borrowed from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.
- We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

If you would like to read the full details of how your data may be used please contact the CRAs currently operating in the UK. The information held by CRAs on you may not be the same so it is worth contacting them all. They will charge you a small statutory fee. Their contact details are: Experian, Customer Support Centre, PO Box 8000, Nottingham, NG80 7WF or by logging on to www.experian.co.uk; Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or by logging on to www.myequifax.co.uk; CallCredit, Consumer Service Team, PO Box 491, Leeds, LS3 1WZ.

Recording of telephone calls

Please note that we record and monitor telephone calls for training and monitoring purposes.

Your information rights

You have a right to access the personal information that we hold about you. If you would like to make a request to access your information, please write to the Data Protection Officer, 5 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA. We may ask you for identification and we may charge a small fee (up to £10) in order to process your request. You have a right to correct any inaccurate or out-of-date information at no extra charge. Please contact us as soon as you become aware that the information we hold about you is inaccurate or out-of-date. You have a right to ask us not to use your information for marketing purposes and to ask us to stop sending you marketing communications. We will only send you such communications if you consent to receiving them on your application form.

If you wish to stop receiving marketing communications at any time, please contact the Data Protection Officer, 5 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA and we will stop sending you marketing communications as soon as we can.

Declaration (general)

I/We confirm that I/we have been made aware of any potential arrangement fees, and/or early repayment charges payable on redeeming all or part of the mortgage and any other costs in connection with my/our application.

I/We understand that any person (other than one or more of your employees) with whom I/we deal in connection with my/our application (or any related insurance) is not empowered to make any representation or give any undertaking on behalf of you whether in relation to the mortgage applied for (or any related insurance) and therefore you shall not be bound by or be liable for such representations or undertaking.

I/We authorise you to add to or deduct from the advance any arrangement or acceptance fee, telegraphic transfer fee, and higher lending charge where applicable.

I/We authorise you to carry out checks with credit reference agencies, fraud prevention agencies and with third parties such as my employer, landlord and accountant (as applicable) in order to assess my/our eligibility to receive the mortgage and to assist with the administration of the mortgage, if granted.

I/We confirm that I/we have read and understood the contents of this declaration, in particular, the information relating to credit reference and fraud prevention agencies.

By signing this application you will be confirming all of the items set out in the declaration section above. Please read the whole application form carefully to ensure that you are happy to proceed.

Paratus AMC Limited would like to contact you from time to time about other products or services which may be of interest. If you wish to receive direct marketing information by any means from us, please tick this box.

Signature of Applicant 1: _____ Dated: _____

Signature of Applicant 2: _____ Dated: _____

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

Keystone Property Finance is owned by Mortgages for Business Limited. Funding is provided by Paratus AMC Ltd