

SHAREHOLDER CONSENT AND DECLARATION FORM

(To be completed when shareholding is 25% or more)

THE
FAMILY
BUILDING
SOCIETY

COMPANY DETAILS

REGISTERED NAME:

REGISTERED NUMBER:

SHAREHOLDER PERCENTAGE:

SHAREHOLDER DETAILS

TITLE:

SURNAME:

FIRST NAME(S):

DATE OF BIRTH:

MARITAL STATUS:

NATIONALITY¹:

BUSINESS TELEPHONE NUMBER:

HOME TELEPHONE NUMBER:

MOBILE TELEPHONE NUMBER:

EMAIL ADDRESS:

MR / MRS / MISS / MS / OTHER:

DD / MM / YYYY

BRITISH OTHER:

¹ If you are a non UK national we may need to see your passport certified by either a regulated or professional person e.g. financial adviser or solicitor. If we do, we will let you know.

SHAREHOLDER HOME DETAILS

CURRENT ADDRESS:

(If you reside outside the United Kingdom, the application cannot be considered)

POSTCODE:

TERMS OF OCCUPANCY:

LENGTH OF TIME AT CURRENT ADDRESS²:

² If you have been living at your current address for less than three years, we will need to know your previous address(es). Please provide full details in the Notes Section.

IF OWNER, DO YOU OWN IT OUTRIGHT?

ESTIMATED PROPERTY VALUE:

IF NO, NAME OF LENDER:

CURRENT AMOUNT OUTSTANDING:
(including any redemption interest if applicable)

OWNER TENANT

OTHER:

YEARS

MONTHS

YES

NO

£

£

Please note, if you have any other borrowings secured against the property please provide full details in the Notes Section.

If you have had your current first or main mortgage for less than three years we will need further information from you about the basis under which you were residing at your previous address(es). Please provide full details in the Notes Section.

SHAREHOLDER'S DISCLOSURE

Have you ever:

HAD A COURT ORDER FOR DEBT REGISTERED AGAINST YOU OR ARE ANY SUCH PROCEEDINGS PENDING?

If YES, a Certificate of Satisfaction must be presented to the Society.

YES NO

MADE ARRANGEMENTS WITH CREDITORS OR BEEN MADE BANKRUPT OR ARE ANY SUCH PROCEEDINGS PENDING?

YES NO

HAD A PAYDAY LOAN?

YES NO

HAD A MORTGAGE APPLICATION ON A PROPERTY REFUSED?

YES NO

BEEN IN EXCESS OF TWO MONTHLY PAYMENTS IN ARREARS WITH ANY CREDIT OR MORTGAGE AGREEMENTS OR HAD A MORTGAGED PROPERTY REPOSSESSED?

YES NO

If you have answered YES to any of the above, please provide further details in the Notes Section below.

NOTES

Please use this space to provide any additional information and continue on a separate sheet if necessary.

NOTES (continued)

[This area is intentionally left blank for the shareholder to provide notes.]

This section explains how we will use the information you provide to us and which we obtain from third parties. It should be read in conjunction with our leaflet “How We Use Personal Information” which accompanies this form.

USE OF PERSONAL INFORMATION



1. We may contact third parties (including any past / present lender, bank, or other financial institution, employer, pension provider, accountant, landlord, professional adviser named on this form, HM Revenue & Customs or the Department for Work and Pensions) for reference purposes, for confirmation of employment details or to obtain information to confirm any income received and payments made. You give your permission to such third parties to supply the references and to answer the enquiries.
2. To check your credit status and to verify your identity we will make searches about you at a credit reference agency who will supply us with credit and other information, as well as information from the Electoral Register. The agency will record details of the search type (credit or identification) whether or not this application proceeds. Credit searches and other information which is provided to us and / or the credit reference agency, about you and those with whom you are linked financially, may be used by the Society and other companies if credit decisions are made about you, or other members of your household. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account.
3. We may ask you to supply one or more original documents as confirmation of your identity, address or both which we will use together with any electronic checks we may make using the services of a credit reference agency. Any documents provided to us will be recorded and copied as part of our Anti-Money Laundering requirements.
4. To prevent or detect fraud, or to assist in verifying your identity, we may make searches of Group records and at fraud prevention agencies who will supply us with information. We may also pass information to financial and other organisations involved in fraud prevention to protect ourselves and our customers from theft and fraud. Providing accurate information is essential. If you give us false or inaccurate information or we have reason to suspect you of fraud or money laundering, we will record this. The Society, members of the Group and other companies, may use this information if decisions are made about you or others at your address(es) on credit or credit-related services or motor, household, credit, life or any other insurance facilities. It may also be used for tracing and claims assessment.
5. An “association” between joint applicants and / or any individual identified as your financial partner, will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other’s information will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a “disassociation” at the credit reference agencies. Information held about you by 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.
6. By stating a financial association with another party, you are also declaring that you are entitled to: (i) disclose information about your joint applicant and / or anyone else referred to by you; and (ii) authorise us to search, link and / or record information at credit reference agencies about you and / or anyone else referred to by you.
7. Where you borrow or may borrow from us, we will give details of this application, the loan made, and how you conduct your account (including arrears, defaults and possession proceedings) to one or more credit reference agencies and to fraud prevention bodies.
8. We may disclose any information relating to this application or the mortgage to:
 - Your legal adviser and / or financial adviser and you authorise them to give us any information relevant to our decision to lend. To this extent, you agree to waive any claim to legal privilege to that information
 - Any guarantor(s) or potential guarantor(s) (or to their legal advisers)
 - Any occupier(s) or other person who is required to postpone rights in favour of the Society, to enable them to consider their position and / or to obtain independent legal advice
 - Any potential new borrower(s) (or their legal advisers) in connection with a transfer of equity
 - Any other lender which has a charge secured upon the property, subject to payment of the appropriate fee
 - Regulatory authorities (including regulators of voluntary codes of practice) and any other person / corporate body having a legal right to the information or if the law allows us to do so
 - Our professional advisers, auditors, the insurer of the property and any individual or organisation that we contract or employ to provide goods or services to us
 - A third party to whom we transfer or may transfer our rights and duties under the mortgage contract, or their advisers, to assist such a third party in deciding whether to proceed.
9. If we require an indemnity from an insurance company in relation to the advance, we may disclose to such company any information contained in this form relating to this application or the mortgage.
10. We may pass the information on this form and details of any claim you may make to Insurance Database Services Limited (IDS Ltd) who may pass this information to other insurers. IDS Ltd may also pass to us information it has received from other insurers about claims involving anyone insured under the policy.
11. We may monitor or record any communications you have with us in the interests of staff training, customer service and security.
12. Any personal information which you or others provide to us will be held on computer and in other manual and electronic forms and will be kept after your mortgage account is closed. The information may be used in the following ways:
 - To assist us in assessing your application and, if it is accepted, to assist us in providing the account or service for which you have applied
 - To assist us in making credit decisions and establishing identity, where necessary
 - For fraud prevention and detection and / or to prevent money laundering
 - To assist the insurers in risk assessment and dealing with claims
 - Disclosure to third parties acting as our agent so long as they keep the information confidential
 - Marketing, market research, statistical analysis and general business purposes
 - To help develop and improve the products and services offered to you and other customers. The Society may also share information with other companies within the National Counties Group to help provide you with a high standard of service (for example administrative purposes)
 - If the law permits it or it is in the public interest.

DECLARATIONS AND CONSENTS

For your own protection and benefit, please read carefully the declarations and consents below before signing in the space provided. If you do not understand any point please ask for further information.

GENERAL

1. I acknowledge that for the purposes of these Declarations and Consents, the "Society" includes its successors in title and assigns.
2. I confirm that the information on this form is true to the best of my knowledge and belief and that I will notify the Society promptly if any of the information on this form changes before the mortgage is completed. I will make good any loss which the Society may suffer by acting in reliance on any such information.
3. I understand that the Society will require independent legal advice to be taken by any co-owner / adult co-habitee of the property or guarantor who will not receive a financial benefit from all or part of the loan.
4. I understand and acknowledge that the Society has the right to decline the application without giving any reasons and without giving any refund of fees or related costs. I understand that valuation fees that have been paid will be refunded if a valuation is cancelled prior to the valuer's visit to the property otherwise the fee is not normally refundable except in exceptional circumstances and at the Society's sole discretion.
5. I agree that I will pay to the Society all sums due in respect of application fees, reservation fees, product fees, arrangement fees and legal expenses arising out of this application, whether or not any mortgage offer is either issued or completed. I understand that the payment of any such fees shall not bind the Society to make any loan.
6. I understand that income details will be verified and the Society will not rely on a declaration of affordability made by me.

PROPERTY REVIEW

7. I understand and acknowledge that the review of the property undertaken by the Society is not a structural survey or detailed report and that if a full structural survey or more detailed report is required it must be obtained independently at my expense.
8. I understand and acknowledge that the review of the property undertaken by the Society is to decide whether the property is suitable security for any loan made and neither the valuer's inspection report, if any, nor any mortgage offer will imply that the price paid is reasonable or that the property is properly constructed and of sound materials.
9. I understand that the review of the property carried out by the Society is not undertaken either as agent for or by agreement with the organisation used for the review.

TRANSFER OF MORTGAGE

10. I agree that the Society may at any time transfer its interest in some or all of its rights under the mortgage to another financial institution without seeking my specific consent.
11. I understand that whilst the transferee of the mortgage would be the person legally entitled to receive payments under any mortgage, such transfer will not affect the policies in relation to the setting of the interest rate and conduct of arrears.
12. I agree that my acceptance of any mortgage offer will constitute my general consent to the future transfer of the mortgage on the foregoing terms and as may be more particularly set out in the Society's current Commercial Mortgage Conditions.

DECLARATIONS AND CONSENTS

MARKETING

13. We would like to contact you to review your mortgage requirements and to tell you about financial products, services, promotions, offers and events (including those of our Group³, selected companies⁴ offering relevant products and other carefully chosen organisations) which may be of interest to you. We would also like to pass your contact details and information about the types of products we have provided you with to our Group and our selected companies. By returning this application you are agreeing to the use of your information in this way.

We, and our selected companies, would like to be able to contact you by telephone, post or email using the contact details which you provide in this form, or which you supply or we obtain in our dealings with you.

IF YOU DO NOT WISH TO BE CONTACTED FOR MARKETING PURPOSES, PLEASE TICK THIS BOX:

If you decide not to tick the box now, but later decide that you wish us to stop this use, you can at any time ask us to do so by writing to us at Family Building Society, Ebbisham House, 30 Church Street, Epsom, Surrey KT17 4NL or calling us on 03330 140146.

³ The National Counties Group comprises National Counties Building Society, Family Building Society, National Counties Financial Services Limited and Counties Home Loan Management Limited.

⁴ The selected companies to whom we introduce customers are currently:

- Cavendish Online for Life Assurance, Life and Critical Illness Protection and other protection products
- APS for Cash Cards
- Bridgefast Managed Property Services
- ingenie for Car Insurance
- Chase de Vere for Independent Financial Advice
- Key Retirement for Equity Release
- Kings Court Trust for Wills, Estate Administration and Powers of Attorney.

None of these companies are part of the National Counties Group.

DATA PROTECTION ACT 1998

It is important that you carefully read the section entitled USE OF PERSONAL INFORMATION. By signing this application, you agree that we can use your personal information as explained in this form and in our leaflet "How We Use Personal Information" which accompanies this application form. If you do not understand any point, please ask for further information.

You have a right of access under the Act to your personal records held by the Society, subject to the payment of a fee, and to ask for any inaccurate details to be amended. If you have any questions about the Data Protection Act or your rights under it, please write to Family Building Society, FREEPOST, Ebbisham House, 30 Church Street, Epsom, Surrey, KT17 4BR.

BY SIGNING THIS APPLICATION FORM YOU ARE MAKING THE DECLARATIONS AND GIVING THE CONSENTS SET OUT IN THE 'DECLARATIONS AND CONSENTS' SECTION.

SIGNED:		DATE:	DD	MM	YYYY
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SECURITY WILL BE REQUIRED FOR THE LOAN.

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

To find out more, please contact our New Business Team:



familybuildingsociety.co.uk



03330 140140



newbusiness@familybsoc.co.uk

EBBISHAM HOUSE
30 CHURCH STREET
EPSOM, SURREY
KT17 4NL

Family Building Society is a trading name of National Counties Building Society which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Firm Reference No.206080
register.fca.org.uk

THE
FAMILY
 BUILDING
 SOCIETY