

Standard 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 understand that We will rely on these statements, particulars and that information when making any Mortgage Offer or entering into any Loan Agreement. You consent to the use of your information in accordance with this declaration and the “Guide to the use of your personal and business data and Credit Reference and Fraud Prevention Agencies”.

Interpretation

“**We or the Lender or the Creditor**” means Charter Court Financial Services Limited, and anyone who becomes entitled to the Lender’s or the Creditor’s rights under any loan We make to You or any mortgage for that loan and words such as “our, us” etc. should be read in the same way.

“**You**” means the person intended to be and named as the borrower or customer in the mortgage deed or Loan Agreement, the officers of a limited company, guarantors and anyone getting any title or interest in the property through the borrower or customer as applicable 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.

“**Application**” means your application for the Loan including this Standard Declaration, the application form and any accompanying or supporting documentation that You provide now or in the future.

“**Loan**” means any Mortgage Loan or Secured Loan we may provide to You.

General

You confirm and agree that:

- 1) You are aged 18 (or in the case of a Loan Agreement, 25) or over.
- 2) For limited companies, (a) each of the signatories below is a director duly authorised to make this Application and who has completed or fully read the contents of this Application and (b) You have the power to borrow the money applied for and to mortgage the property(ies) proposed as security referred to in this Application.
- 3) The information You give in this Application whether completed personally by You or not is true and accurate in all respects. If any such information is incorrect You will make good any loss We may suffer by acting in reliance on that information.
- 4) Your income is as stated in the Application and is sufficient to support the payments required to sustain the Loan requested.
- 5) Your information will be used to assess affordability of the Loan and You are aware of the monthly payments for the Loan and that You can afford these.
- 6) You will supply any additional information that We may require in order to proceed with the Application.
- 7) You consent to a mortgage intermediary acting for You in your Application and where You have given information to your mortgage intermediary, You consent to your details being manually input and subsequently transmitted electronically.
- 8) You have the consent of any joint applicant or third party to disclose and use their information for the purposes of this Application.
- 9) We may liaise with your mortgage intermediary and (where we are proposing to lend by way of second charge) your first charge lender as necessary unless You otherwise inform us in writing and You authorise your mortgage intermediary and your first charge lender to disclose to us information about You and this Application both before and after completion of the Loan.
- 10) You do not have any other outstanding credit facilities which are not disclosed with this Application.
- 11) You have made arrangements to pay off any monies owing under any existing County Court Judgement/s (or a decree in Scotland) against You.
- 12) You have never been adjudged bankrupt or insolvent or been sequestrated 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, or are being, issued, You will supply full details to us.
- 13) You have read and considered the Illustration or the Loan Agreement about the particular product You have chosen and/or have been advised to apply for by your mortgage intermediary or other adviser. We are not responsible for any advice given or recommendation made by an intermediary or other adviser about the product you have chosen.
- 14) 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 Loan.
- 15) 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.
- 16) We (or the mortgage intermediary on our behalf) 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 your mortgage intermediary, tax authorities, past/ present employers, landlords, accountants, building societies, lenders, insurers, bankers, HMRC, the Benefits Agency, Fraud Prevention Agencies, Companies House 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. 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 about You and the conduct and operation of your Loan during its term and after it is repaid where we have a duty to do so or if the law allows us to do so, to our regulators and with third parties, including any of the above, any adult occupiers of the property, any intended guarantor, investors, funders or their advisors, potential investors or funders, ratings agencies.
- 17) 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 Loan transaction.
- 18) We may periodically submit information to Credit Reference Agencies and Fraud Prevention Agencies during the term of your Loan who in turn will provide information to us on which We may base future lending and arrears management decisions, use to administer your account and for analysis and statistical purposes.
- 19) We may record and monitor telephone conversations between You and us at our discretion, for security, quality and/or training purposes.
- 20) From time to time We may mortgage, sell, transfer, assign, charge or otherwise dispose of, in whole or in part any Loan, mortgage, or other related security to any person or organisation (a “Disposal”). You agree that any Disposal may be in law or in equity and may be by way of absolute assignment or by way of security only. You agree to each such Disposal that We may make and You understand and agree that We may do this without giving notice to You. You understand that a Disposal for this purpose typically involves us transferring all or some of the rights that We have under the Loan, or the related security to another person or organisation. You agree that We may provide information about your (i) Application and any supporting documentation, (ii) Loan and any related security, (iii) any other information relating to the property, (iv) the history and conduct of your account, including statistical analysis of your current circumstances and (v) any other relevant information, to any person or organisation who does, or who we believe wishes to, enter into such a Disposal or who does or wishes to fund or otherwise be involved in such a Disposal. We may provide that information at any time, including prior to on or after any Disposal. You agree that We may also provide such information to Credit Reference Agencies and Fraud Prevention Agencies for the purpose of quality analysis, or to any purchaser or potential purchaser of Us or any person who does or wishes to fund or otherwise be involved in any such purchase, or to any person who was previously the Lender.
- 21) If You provide a personal guarantee You agree to guarantee the Loan applied for in the terms of our standard Deed of Guarantee.

You understand that:

- 22) We will be entitled to withdraw before completion any Mortgage Offer or Loan Agreement should You (or anyone else) falsify any information supplied in this Application.
- 23) It is an offence to knowingly make a false, inaccurate or misleading declaration when applying for a Loan.
- 24) If You make a false declaration You may face criminal prosecution and/or civil action for recovery of any losses incurred by us.
- 25) If the Loan is not for your benefit, You must take independent legal advice and will do so if asked to, and before You, enter into any Deed of Guarantee.

- 26) We may decline to make You a Mortgage Offer or enter into a Loan Agreement. If We do make You a Mortgage Offer although We do not have to go ahead with the advance, generally We will only withdraw our Mortgage Offer in the circumstances set out in our General Mortgage Conditions (We can do this immediately and without telling You, but We will notify You about the withdrawal of our Mortgage Offer if We reasonably can).
- 27) Our Loans are subject to valuation and status.
- 28) 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 Loan.
- 29) We will require You to confirm your income and We may request this information from You.
- 30) We accept no responsibility for any representation made by any employee, agent or any other person unless these are incorporated in the Mortgage Offer or Loan Agreement or are subsequently confirmed by us in writing.
- 31) If You agree to guarantee the Loan, You are aware that by giving a guarantee You will be held liable to us instead of or as well as the borrower or customer to the extent of the guaranteed amount. The extent of the guarantee will include all costs and interest outstanding on the Loan at any time as well as the loan amount.
- 32) You understand that if the property is sold leaving a balance outstanding on the Loan, You will be liable for the difference between the sale price of the property and the amount outstanding or to the extent of your guarantee.
- 33) It is your responsibility to ensure that You have suitable means of repayment in place to repay the Loan in the event of your death or at the end of the term of the Loan.

Valuation

You authorise us to obtain a valuation of the property(ies) offered as security at your cost (except where we are proposing to lend by way of second charge) for our purposes. We will obtain a valuation only to enable us to assess the amount of the Loan, if any, which We are prepared to make on the property(ies) 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 that We will choose a valuer from our panel of valuers and 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 or the purchase of the property(ies). 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 Loan or that (where relevant) the purchase price is reasonable.

Insurance

You understand that it will be your responsibility to maintain payments on the Loan. You understand that your payments will not be protected in the event of death, accident, sickness, unemployment or other similar circumstance. As a condition of your Loan, You must have adequate buildings insurance for the mortgaged property(ies) that You and/or others have provided as security for the Loan in place at exchange or conclusion of missives (for house purchase) and completion (for remortgages or Secured Loan) and ensure that they continue at all times to be insured.

You are not required as a condition of your Mortgage Loan or Secured Loan to have any other insurance but You might like to consider taking out insurance to cover other circumstances that might arise, such as death, accident, illness or unemployment.

Your Loan Payments

By signing this Declaration, You acknowledge that:

- 1) You will repay the Loan in accordance with the conditions specified in your Mortgage Offer and/or General Mortgage Conditions or Loan Agreement.
- 2) We may add to your first monthly payment interest from the date of completion of your Mortgage Loan to the end of that month unless your Mortgage Offer states otherwise (not applicable in relation to Secured Loans).
- 3) We may take other payments by Direct Debit with your agreement which may be given by telephone or in writing.

Data Protection and Privacy

The results of our enquiries, searches and references and any information given by You or any other person in this Application may be used for credit assessment, including credit scoring and for debt recovery, the prevention of money laundering, tracing and fraud prevention, to administer your account for system testing, for analysis and statistical purposes and any purpose referred to in any Loan with us.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how information held by fraud prevention agencies may be used can be obtained by contacting us at Financial Crime Team, Credit Risk, Precise Mortgages, PO Box 6037, Wolverhampton WV1 9QW.

You can obtain (on payment of a fee) a copy of your personal information held by us by writing to the Data Protection Officer, Compliance Team, Precise Mortgages, PO Box 6037, Wolverhampton WV1 9QW.

You have a right to know how We will use your personal information. It is important that You should read this declaration and the booklet supplied to You entitled "A Guide to the use of your personal and business data and Credit Reference Agencies and Fraud Prevention Agencies".

We may telephone You or write to You about your Loan, products or services of ours or others which maybe 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 Loan 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 would not like us or other companies to contact You about other products and services by the means outlined above please tick the box

Costs and Fees

Any valuation and assessment fee payable by You covers our costs for assessing the Application and value of the property. If We accept this fee, We are not obliged to offer or make a Loan to You. The illustration will set out the whether these fees are refundable.

Please tick below if you wish any of the fees stated to be added or deducted from the Loan. If you do not indicate that you wish the fees to be added or deducted then these and any other fees must be paid from your own funds.

Residential/ Buy to Let	Add	Bridging Loan	Add	Deduct	Second Charge Loan	Add	Deduct
Product Fee	<input type="checkbox"/>	Facility Fee	<input type="checkbox"/>	<input type="checkbox"/>	Product Fee	<input type="checkbox"/>	<input type="checkbox"/>
Telegraphic Transfer Fee	<input type="checkbox"/>	Broker Fee	<input type="checkbox"/>	<input type="checkbox"/>	Broker Fee	<input type="checkbox"/>	<input type="checkbox"/>
		Packager Fee	<input type="checkbox"/>	<input type="checkbox"/>	Telegraphic Transfer Fee	<input type="checkbox"/>	<input type="checkbox"/>
		Assessment Fee	<input type="checkbox"/>	<input type="checkbox"/>			
		Telegraphic Transfer Fee	<input type="checkbox"/>	<input type="checkbox"/>			

The only fees You must pay us for this Application are contained in the literature about the particular 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 or Loan Agreement (if made).

Applicant 1
Print Name
Signature
Date

Applicant 2
Print Name
Signature
Date

We can provide literature in large print, Braille and audio tape. Please ask us for this leaflet in an alternative format if you need it.