

Mortgage declaration



PART OF THE SANTANDER GROUP

To be signed by mortgage applicants in all cases

Customer name

Sales Team

Declaration

Declaration

All those applying for a mortgage should read and sign this declaration.

General

This declaration relates to the information ('the information') which I (the applicant) have given on this form and to any other information which I and third parties provide to you, Santander UK plc, or which you hold on me.

I confirm that I am entitled to disclose information about any joint applicant, partner/spouse or other third party named on the application form.

I acknowledge that for the purposes of this declaration, 'Santander UK plc' includes your successors in title and assigns.

I agree that:

1 To the best of my knowledge and belief, the information is true and complete and I will notify you of any changes in my circumstances which occur before the mortgage is completed. I acknowledge that this information will be used, among other things, to assess affordability of the mortgage and that I am aware of my approximate monthly payments and that I can afford these payments. I also understand that if I have chosen a variable interest rate and the interest rate increases, my monthly payment could increase.

I am aware that taking on new or additional financial commitments of any kind during the period of the mortgage, where I have not received any corresponding increase in income, could affect my ability to meet the mortgage payments as they fall due and that my home will be at risk if I fail to maintain the mortgage payments.

You may take up such references and make such enquiries about me as you consider necessary (e.g. from an employer or other financial institution). I give my permission to any person to disclose information to you in connection with this application. I understand that this may include a request to confirm my income.

- 2 You may release any information relating to this application or the mortgage to any person consenting to the mortgage, the conveyancer acting on the mortgage, any company managing them and any financial adviser and I give each of them permission to release any such information to you.
- 3 You may transfer, assign or otherwise deal with any interests you may have in the mortgage or any other security and enter into contractual arrangements with other parties in connection with the funding of the mortgage. This includes passing any information relating to this mortgage account to such other parties, their agents or advisers for the purpose of funding the mortgage.
- 4 You may pass any information or documentation relating to this mortgage account (and any additional loans) to any guarantors while they remain liable on their guarantees.
- 5 I acknowledge that details of the property and the purchase price may be recorded on a database which will be used by you and other organisations to value properties, as well as for administration, research and statistical purposes.

- 6 I confirm that if this application is successful, the provisions of this declaration will continue to apply throughout the life of the mortgage.
- 7 If I have paid a booking fee for a particular product then I acknowledge that the fee is non-transferable and non-refundable.
- 8 I acknowledge that to assist you in improving your service, you may record or monitor telephone calls.
- 9 You may disclose the information to insurers, reinsurers and their respective advisers and agents for any purpose relating to any insurance you may arrange. The information may also be disclosed to regulatory bodies and other organisations so they can check your compliance with regulatory requirements and voluntary codes of practice.
- 10 If the loan will not be for the benefit of all borrowers (e.g. the loan is for the benefit of one borrower and not both, or the loan is for the benefit of a third party), then please tick the box, provide details of the purpose of the loan, and the name and address of the person who will benefit.
You should also take independent legal advice.
- 11 Where I have given information to a mortgage intermediary for the purposes of a mortgage application, I consent to my details being manually input and subsequently transmitted electronically.
- 12 If I have confirmed that I or a member of my immediate family, currently live(s), will be living or am/is intending to live, in at least 40% of the property as a dwelling, I understand that immediate family means anyone who is a spouse, parent, brother, sister, child, grandparent or grandchild; or any other person (whether or not of the opposite sex) whose relationship with me has the characteristics of the relationship between husband and wife.
- 13 I confirm that Santander UK plc's mortgage will be a first charge on the property.

Higher Lending Charge

- 1 I understand that if the loans exceed 90.09% loan to value, I may be required to pay a Higher Lending Charge calculated on the amount which is treated as the property's value (this amount is normally the same as the current valuation of the property, but for loans made at the time of purchase or soon afterwards it may be the purchase price, if this is lower than the current valuation). I note that an explanation of the Higher Lending Charge is in 'A straightforward guide to your mortgage'.
- 2 If I am required to pay a Higher Lending Charge I authorise you to deduct the Higher Lending Charge from the amount of the loan offered to me and I understand that it will not be refundable (if for example the mortgage is redeemed).
- 3 I acknowledge that I will have to repay all sums due under the mortgage even if I pay the Higher Lending Charge.
- 4 I understand that if I subsequently receive an additional loan from you on the security of the property, I may be required to pay a Higher Lending Charge if the total amount then owing to you, including the additional loan, exceeds 90.09% loan to value.

Valuation

I have read the valuation services section in 'A straightforward guide to your mortgage' and require:

- Valuation for Mortgage Purposes (see note 1).
 Home Buyer Survey and Valuation for Mortgage Purposes.
 Private Building Survey and Valuation for Mortgage Purposes.

(Tick the one you require)

for the property detailed above and (in Scotland only) any other property or properties to which I may extend this application either verbally or in writing. (These three reports do not apply to business premises.)

If my choice is the Valuation for Mortgage Purposes I understand that:

- You will provide me with a copy of the valuation.
- Santander UK plc is not the agent of the surveyor or firm of surveyors, or my agent, and I am not making an agreement with the surveyor or firm of surveyors.
- I must satisfy myself without reference to the Valuation for Mortgage Purposes or to any offer of loan by Santander UK plc, as to the condition of the property and the reasonableness of the sale price.

Note 1: In some remortgage cases, subject to eligibility, we will only carry out a limited external valuation (External Inspection Valuation) or use an Automated Valuation Model (AVM). If this is the case no valuation report will be provided and you will not pay a valuation fee.

Note 2: For a Valuation for Mortgage Purposes the fee includes a mortgage set-up fee of £90 with the balance representing the valuation fee.

Please note the information in the Valuation for Mortgage Purposes will be limited because of the nature of the inspection. We therefore recommend that you consider whether or not to ask Santander UK plc to arrange for a Home Buyer Survey or arrange a private building survey. If my choice is Home Buyer Survey:

- I understand that the surveyor will not carry out a private building survey.

Fee enclosed (see note 2).

£

Valuation fees that have been paid will be refunded if a valuation is cancelled prior to the surveyor's visit to the property otherwise the fee is not refundable. The payment of this fee does not mean that Santander UK plc must offer a loan.

For Home Buyer Survey the fee includes both the valuation fee and the mortgage/survey set-up fee of £100.

Data protection statement and signatures

Using my personal information

In addition to the consents I have already given in the declaration above, whether or not this application is accepted, you may use all the information I give to you, Santander UK plc, or which you hold on me to provide and manage the account, policy or service I have applied for. This includes information about the conduct (including details of transactions) of any account or policy that I have with you, a group company or an associated company. You may also use my information to help you develop and improve your products and services. You will keep information about me after my account is closed.

I understand that my mortgage intermediary or you will give me a copy of the completed application form if I ask you to.

Sharing my personal information

You may share my information for the purposes described in this statement with the group of companies to which you belong (the Santander Group), your associated companies, service providers and agents. These companies may be based in other countries. I understand that you will make sure that my information is only used in line with your instructions and your own strict policies on confidentiality. If you transfer my information to another country, you will also make sure that you give it the same levels of protection as needed under the UK Data Protection Act. You may also give essential information about me and my account to others if needed to manage and/or renew my account and for regulatory purposes.

I understand that the other reasons for which you may give information about me and the mortgage account to your group and associated companies and/or third parties are described in the 'Your application and credit scoring' section of the 'A straightforward guide to your mortgage' leaflet.

My marketing preferences

You may invite me to take part in market research surveys and identify and let me know by post, telephone or electronic media (including email and SMS) of products or services which your group of companies and its associated companies think may interest me. (If I am aged over 18, when deciding whether to provide me with details of a credit product you may search the files of credit reference agencies which will not make a record of this search available to other lenders who search my file.)

If I don't want information on other products and services, or to be included in market research, I can tick the following boxes:

Please do not contact me:

- by telephone by electronic media
 by post for market research

Unless I have said otherwise, by continuing with this application, I agree to you contacting me using any of the methods shown above.

Credit reference agencies

I understand that when you assess this application or any future increase in the credit limit that is available to me, you will use the information (including information about the conduct of any of my accounts) for credit assessment, which may include credit scoring. For more information on how credit scoring works, I can read the 'Your application and credit scoring' section of the 'A straightforward guide to your mortgage' leaflet. You may make any enquiries relating to me that you consider necessary (for example, from another financial institution) and search the files of credit reference agencies, which will keep a record of each search. This could affect my ability to get credit elsewhere within a short period of time. Details about this application (whether or not it goes ahead) will be recorded at the credit reference agency. A financial link between joint applicants or between myself and any named partner or spouse will be created at the credit reference agency. This will link our financial records, where each will be taken into account in all future applications by either or both of us. If I already have a financial association you will assess my application on this basis.

This situation will continue until one of us successfully files for a 'disassociation' at the credit reference agency. You will also pass details about me and how I manage my account (if my application is successful) to credit reference agencies.

Verifying my identity and fraud checks

Before you can open my account or set up my policy, in order to prevent or detect fraud you will check and share the information provided in this application or at any stage with fraud prevention agencies, and may make searches at credit reference agencies who will supply you with information, including information from the electoral register, for the purposes of verifying my identity. Scoring methods may be used to verify my identity. A record of this process will be kept that may be used to help other companies to verify my identity. If false or inaccurate information is provided and fraud identified details will be sent to fraud prevention agencies. Law enforcement agencies may access and use this information.

You and other organisations may search and use the records held by credit reference and fraud prevention agencies to prevent and investigate crime, fraud and money laundering and, for example:

- to check details on applications for credit and credit related or other facilities;
- to verify my identity if I or my financial associate applies for other facilities;
- to undertake statistical analysis and system testing;
- to manage credit and credit related accounts or facilities;
- to recover debt;
- to check details on proposals and claims for all types of insurance; or
- to check details of job applicants and employees.

You may also search and use your internal records for these purposes.

First customer's signature

Date

D	D	M	M	Y	Y	Y	Y
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You and other organisations may search and use from other countries the information recorded at fraud prevention agencies. Further information on the credit reference agencies and fraud prevention agencies you use is available by telephoning **0845 602 0319**.

Access to my information

I understand I have the right to see certain records you hold about me if I pay a fee and I can get an information sheet explaining my rights from any branch.

I declare that:

- I am aged 18 or over.
- I understand that it is an offence to make a false declaration.
- I have read and understand the General Declaration (and in particular point 1) and the Data Protection statement above.

Please do not sign this form until you have received and read the enclosed 'A straightforward guide to your mortgage'.

Second customer's signature

Date

D	D	M	M	Y	Y	Y	Y
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IF ANY OF YOUR PLANS CHANGE PLEASE TELL US IMMEDIATELY.

Please remember to complete the Direct Debit section.

Please provide additional information which has been requested in any of the questions or which you feel will help with the assessment of your application on a separate sheet if necessary.