

**IMPORTANT – YOUR INFORMATION**

- 1** The details of this application, any loan we make to you, any supporting documentation which you have or will supply, any documents relating to the title to the property or security provided in connection with the loan or history or conduct of your account(s) with us as well as certain account performance data, may be held on our computer, manual and other records and processed by us (or by the third parties listed below, as the case may be) for the proper conduct of the loan and our business generally including assessing credit risk, identity verification, managing your account, statistical analysis, market research, administration and testing, management information, debt tracing, and fraud and money laundering prevention. They may be disclosed, subject to the provisions of the Data Protection Act 1998, to:
- a.) Any licensed credit reference agency where they will be stored and used by other lenders for making credit decisions about you and other members of your household and occasionally for fraud prevention;
  - b.) Members of the Mortgages plc group of companies who may contact you in writing, from time to time, about products and services offered by them or a third party that we believe may be of interest to you. If you do not wish to receive marketing from us or other group companies, please tick this box:
  - c.) Any insurer or prospective insurer under the Mortgage to help them decide whether to offer cover and for processing claims;
  - d.) Collection agents, to assist in the collection of any arrears and / or administrators to assist in administration of the Mortgage;
  - e.) Market research organisations for use for research by the Mortgages plc group of companies;
  - f.) Third party providers;
  - g.) Our regulators;
  - h.) Our lawyers, auditors and external advisers; and
  - i.) Any agent acting on our behalf.

- 2** We will make searches about you at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register. The agencies will record details of the search whether or not this application proceeds. We may use credit scoring methods to assess this application and to verify your identity. Credit searches and other information which is provided to us and / or the credit reference agencies, about you and those with whom you are linked financially may be used by us 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. To prevent or detect fraud, or to assist in verifying your identity, we may make searches of the records of the Mortgages plc group of companies 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. If you give us false or inaccurate information and we suspect fraud, we will record this.

We, members of the Mortgages plc group of companies 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.

**3 For Sole Applicants**

Information held about you by the Credit Reference Agencies may be linked to records relating to your partner. For the purposes of this application you and your partner are financially independent and you request that your application be assessed without reference to any “associated” records, although you recognise that this may adversely affect the outcome of your application. You believe that there is no information relating to your partner that is likely to affect our willingness to offer financial services to you. You authorise us to check the validity of this declaration with Credit Reference Agencies and if we discover any associated records, which would affect the accuracy of this declaration we may decide not to proceed with the application on this basis.

However, for the purposes of this application you may be treated as financially linked and if you wish for your application to be assessed with reference to any “associated records”, please tick this box:

**For Joint Applications**

An “association” between the joint applications and / or any individual identified as your financial partner, with be created 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.

- 4** Where you borrow or may borrow from us, we may give details of your account and how you manage it to credit reference agencies. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt.
- 5** You consent to us, and / or any assignee, transferee or chargee of the whole or any part of our right, title and interest in and to the Mortgage passing to any actual or potential transferee, assignee, provider of funds or other interested or contracting party, the details contained in this application, any supporting documents that are accompanied by the application or may afterwards be provided, or any other documentation relating to the title of the property, the loan, the Mortgage, any collateral security, the history or conduct of your account(s) or any other information or documents involving you or the property.
- 6** Please contact Mortgages plc on 0141 204 6800 or at Spectrum Building, 4th Floor, 55 Blythswood Street, Glasgow G2 7AT if you require details of the credit reference agencies 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 also have a right, on written request and payment of a fee, to receive a copy of the information held about you.
- 7** In paragraphs 1 to 6 above, “we” and “us” means Mortgages plc and any subsidiary or associated company of Mortgages plc that makes the loan to you.

**DECLARATION In signing below each applicant accepts each of the following declarations.**

- 1 I understand that any loan made to me as a result of this application will be made by a subsidiary or associated company of Mortgages plc and that Mortgages plc will process my application and will manage my loan on behalf of the Lender. Any notification to be given by me to the Lender is to be given to Mortgages plc on the Lender's behalf. References in this declaration to "the Lender" are references to such subsidiary or associated company of Mortgages plc as may make the loan, and where the context admits, include Mortgages plc so acting on the Lender's behalf. I make this declaration to the Lender and to Mortgages plc.
- 2 I confirm that the information given is true and not misleading and forms part of the terms of my Mortgage. I will notify the Lender right away of any changes that may occur before I complete the Mortgage.
- 3 I authorise the Lender to make all enquiries the Lender feels necessary (including within the Inland Revenue, any past/present employer(s), lender(s), banker(s), landlord(s), accountant(s) or credit reference agency or agencies) for deciding whether to proceed with this application.
- 4 I confirm any solicitor or licensed conveyancer acting for me may disclose to the Lender any information he or the Lender consider relevant to the lender's decision to lend and I waive any duty of confidentiality or privilege which may otherwise exist.
- 5 a.) I authorise the Lender and Mortgages plc, upon receipt of this declaration, to instruct a qualified valuer ("valuer") to carry out a valuation, at my cost, of the property on which the Mortgage is to be secured;  
b.) I acknowledge that neither the Lender, Mortgages plc nor the valuer are under any liability for negligence or on any other basis whatsoever to me as purchaser in respect of the value or the state or condition of the property. The inspection of the property will be confidential to the Lender and Mortgages plc and will not include a detailed survey of the structure unless specifically requested by me;  
c.) I understand that the valuer is not the agent of the Lender or Mortgages plc and that neither the Lender nor Mortgages plc, nor the valuer warrants, represents or gives any assurance to me that the statements, conclusions and opinions expressed or implied in the valuer report and mortgage valuation are accurate or valid and that any copy of the report will be supplied without any responsibility by the Lender, Mortgages plc or the valuer to me.
- 6 I will make all payments by direct debit. I understand that the amount I pay each month may change or that the date that I make the monthly payment may change and that in either case the Lender will give me notice in writing before this happens.
- 7 I accept any arrangements made by the Lender for any buildings insurance and authorise the deduction of monthly insurance premiums to be included in the monthly direct debit payable to the Lender.
- 8 If there are more than one of us, then we agree that our liabilities and obligations hereunder are joint and several. Payments in respect of the Mortgages are paid for and on behalf of all borrowers whose borrowings are secured by the Mortgage.
- 9 I acknowledge that part of the application fee paid by me with this application will be used for the costs of any initial assessment by the Lender of my application. If the application is declined or does not proceed before the valuer has been instructed, the application fee paid may be refunded net of any such costs. I further acknowledge that once a valuer has been instructed, no refund of the valuation fee paid can be allowed.
- 10 I confirm any Additional Security Fee arrangements are for the Lender's benefit only and that I have no right or claim in relation to them.
- 11 I confirm the Lender may decline this application without stating a reason.
- 12 I understand that the Lender may in due course wish to dispose of or to raise finance on any Mortgage that is entered into in consequence of this application by way of securitisation or otherwise. Accordingly, I consent to:  
a.) The Lender transferring, assigning, securitising, charging or otherwise, disposing of the whole or any part of the Lender's right, title and interest in and to the Mortgage, together with any collateral security provided with it;  
b.) The Lender entering into any contract relating to the funding of the Mortgage with any person; and  
c.) Any of the persons referred to in Paragraph 5 of the section entitled Important – Your Information above relying upon the truth and accuracy of the information and the consents contained in this application.
- 13 I / We confirm that where income has been self-certified, the amounts disclosed within this application are true and accurate and are sufficient to pay the monthly mortgage payments stated within the Key Facts Illustration.
- 14 I / We acknowledge the way an interest only mortgage works and that the balance of my / our mortgage will not reduce over the term of the mortgage and it will be my responsibility to repay the loan from other sources at maturity of the loan. I / We acknowledge that we have also considered the impact on my / our monthly payment of increases in interest rates, as illustrated in the Key Facts Illustration. (This applies only to applicants who are taking out an interest only mortgage).
- 15 I have read and understood the section entitled "Important Information" above. By signing this declaration, I agree that the Lender and those third parties listed in that section can use my information in the ways outlined.

**All applicants to the Mortgage are required to sign below.**

Signature \_\_\_\_\_ Print name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print name \_\_\_\_\_ Date \_\_\_\_\_

**SELF-CERTIFICATION DECLARATION – Only to be completed where no evidence of income is being provided.**

I / we confirm that my / our total personal income is as stated in the application form and is sufficient to service the loan requested and that I / we have considered the impact of rises in interest rates on my / our monthly mortgage payment after the expiry of any period in which the interest rate is discounted or fixed.

Signature \_\_\_\_\_ Print name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print name \_\_\_\_\_ Date \_\_\_\_\_

**The taking of a Mortgage is probably the largest and most important financial commitment that you will ever undertake. To protect you and your family we strongly recommend you arrange adequate life assurance cover to satisfy the Mortgage debt in the event of your death.**

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

Mortgages plc and the Lender accept no responsibility for any representations made by any employee or agent of Mortgages plc, the Lender or any person unless these are incorporated in the Offer of Advance or are subsequently confirmed by Mortgages plc or the Lender in writing.

Mortgages plc, Merrill Lynch Financial Centre, 2 King Edward Street, London, EC1A 1HQ Telephone 0845 60 50 40 2

REGISTERED IN ENGLAND AND WALES UNDER COMPANY NUMBER 3320975

Send signed declaration form to: Mortgages plc, Spectrum Building, 4th Floor, 55 Blythswood Street, Glasgow, G2 7AT