

## 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. You consent to the use of your information in accordance with this declaration and the "Guide to the use of your personal information by us and at Credit Reference Agencies and Fraud Prevention Agencies".

### Interpretation

"We or the Lender" means Charter Court Financial Services Limited, trading as Precise Mortgages and anyone who becomes entitled to the lender'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 named as the borrower in the mortgage deed and anyone getting any title or interest in the property through the borrower 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. The "Application" means this form and any accompanying or supporting documentation that you provide now or in the future.

### General

#### You confirm and agree that:

- 1) The information you give in this Application whether completed personally by you or not is true and accurate in all respects.
- 2) Your income is as stated in the application and is sufficient to support the payments required to sustain the mortgage requested.
- 3) You will supply any additional further information that we may require in order to proceed with the Application.
- 4) You have the consent of any joint applicant or third party to disclose and use their information for the purposes of this application.
- 5) You consent to a mortgage intermediary acting for you in your mortgage application and where you have given information to your mortgage intermediary, you consent to your details being manually input and subsequently transmitted electronically.
- 6) We may liaise with your mortgage intermediary as necessary unless you otherwise inform us in writing.
- 7) You are aged 18 or over.
- 8) We 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 tax authorities, past/present employers, landlords, accountants, building societies, lenders, bankers 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. The results of these enquiries, searches and references and any information given by you or any other person in applying for the mortgage loan may be used for credit assessment, including credit scoring and for debt recovery, the prevention of money laundering, tracing and fraud prevention and any purpose referred to in any loan or mortgage with us. 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 Mortgage Loan with third parties, including investors, funders, potential investors or funders and ratings agencies.
- 9) You do not have any other outstanding loans which must be, but which are not, disclosed with this Application.
- 10) You have made arrangements to pay off any monies owing under any existing County Court judgement/s against you.
- 11) Your information will be used to assess affordability of the mortgage and you are aware of approximate monthly payments and that you can afford these payments.
- 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 issued, you will supply full details to us.
- 13) 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 mortgage transaction.
- 14) You have read and considered the Illustration about the particular mortgage product you have chosen and/or have been advised to apply for it by your mortgage intermediary or other adviser. We are not responsible for any advice given or recommendation made by an intermediary about the mortgage product you have chosen.
- 15) 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 mortgage loan.
- 16) 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.
- 17) We may record and monitor telephone conversations between you and us at our discretion, for security, quality and/or training purposes.
- 18) From time to time we may mortgage, sell, transfer, assign, charge or otherwise dispose of, in whole or in part any mortgage 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 mortgage or the related security to another person or organisation. You agree that we may provide information about your (i) mortgage application and any supporting documentation, (ii) mortgage 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 or after any Disposal. You agree that we may also provide such information to credit reference 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. If any transfer or assignment is by a building society you understand that this may lead to termination of your borrowing membership of the building society and the loss of any rights associated with such membership.

### You understand that:

- 19) We will be entitled to withdraw any mortgage loan offer should you falsify any information supplied in this Application.
- 20) It is an offence to knowingly make a false, inaccurate or misleading declaration when applying for a mortgage.
- 21) If you make a false declaration you may face criminal prosecution and/or civil action for recovery of any losses incurred by us.
- 22) If the loan is not for your benefit, you must take independent legal advice.
- 23) Our mortgage products are subject to valuation and status.
- 24) We may decline to make you a mortgage offer. 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 the Precise Mortgages 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).
- 25) 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 mortgage loan.
- 26) We will require you to confirm your income and we may request this information from you.
- 27) We accept no responsibility for any representation made by any employee, agent or any other person unless these are incorporated in the offer of loan or are subsequently confirmed by us in writing.
- 28) 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

### Costs and Fees

The valuation and assessment fee payable by you covers our costs for assessing the mortgage application and value of the property. If we accept this fee, we are not obliged to offer or make a mortgage loan to you. The fee is only refundable if the valuation is not carried out.

You authorise us to add any product fee or Higher Lending Charge to the loan where applicable. These fees are non-refundable.

The only fees you must pay us for this Application are contained in the literature about the particular mortgage 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 (if made).

### Valuation

You authorise us to obtain a valuation of your security at your cost for our purposes. We will obtain a valuation only to enable us to assess the amount of the mortgage loan, if any, which we are prepared to make on the property 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. 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 mortgage loan or that (where relevant) the purchase price is reasonable.

### Insurance

You understand that it will be your responsibility to maintain payments on the mortgage. You understand that your mortgage payments will not be protected in the event of death, accident, sickness, unemployment or other similar circumstance. As a condition of your mortgage loan, you must have adequate buildings insurance in place at exchange or conclusion of missives (for house purchase) and completion (for remortgages).

You are not required as a condition of your mortgage 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 Monthly Mortgage Payments

By signing this Declaration, you acknowledge that:

- 1) your first payment will include interest from the date of completion of your mortgage to the end of that month as well as your first full monthly payment;
- 2) we will take this payment on the 1st working day of the month after completion unless you complete your mortgage less than 10 working days before the end of the month, when we will take your first payment after 10 working days from the date of completion;
- 3) we will then normally collect your full monthly payments on the 1st working day of every month, and
- 4) we may take other payments by Direct Debit with your agreement which may be given by telephone or in writing.

### Data Protection and Privacy

You can obtain (on payment of a fee) a copy of your personal information held by us, or details of the credit or fraud agencies used 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 Notice that has been supplied to you entitled "A Guide to the use of your personal information by us and at Credit Reference Agencies and Fraud Prevention Agencies".

We may telephone you or write to you about products or services of ours or others which may be 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 mortgage account 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 below box.

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

Applicant 1

Applicant 2

Print name



Signature



Date