

# Customer Declaration

## DECLARATION TO CHL MORTGAGES FOR INTERMEDIARIES LIMITED

(which term includes successors and assigns and those deriving title through it) (the "Lender")



### THE APPLICANT(S) AND WHERE THE APPLICANT IS A COMPANY OR A LIMITED LIABILITY PARTNERSHIP (LLP), THE DIRECTOR(S) OR MEMBER(S) (AS APPLICABLE) AND THE GUARANTORS ("we", "us", "our") DECLARE THAT:

1. This is an application for a mortgage on a property that will not be and is not intended to be occupied by the applicant(s) nor by the applicant(s) spouse or civil partner (or a person (whether or not of the opposite sex) whose relationship with the applicant(s) has the characteristics of the relationship between husband and wife) nor by a close relative (including, but not limited to, parent, brother, sister, child, grandparent or grandchild) (a "Related Person") or, where the applicant is a company, a director or shareholder of the applicant and/or any of their Related Persons or, where the applicant is a LLP, a member of the applicant and/or any of their Related Persons. The applicant(s) understand that this mortgage will not be regulated by the Financial Conduct Authority. This application is made by applicant(s) wholly or predominantly for the purposes of a business carried on or intended to be carried on by the applicant(s). The applicant(s) understand that applicant(s) will not have the benefit of the protection and remedies that would be available to applicant(s) under the Financial Services and Markets Act 2000 ("FSMA"), if the mortgage was a regulated mortgage contract under FSMA or the Mortgage Credit Directive Order 2015. The applicant(s) understand that if there is any doubt as to the consequences of this mortgage not being regulated by the Financial Conduct Authority (including but not limited to, under FSMA or the Mortgage Credit Directive 2015) that applicant(s) should seek independent legal advice.
2. This is an application through a mortgage intermediary and the Lender has not given the applicant(s) any information or advice on mortgages. The intermediary has provided the applicant(s) with a key facts illustration which sets out details of any fees paid by the Lender to the intermediary or other parties and the mortgage intermediary is entitled to disclose information about the applicant(s) to the Lender and the applicant(s) consent to the applicant(s) details being manually input by the mortgage intermediary and subsequently transmitted to the Lender electronically in connection with our mortgage application. The applicant(s) understand that the intermediary is not an agent of the Lender, does not work for the Lender and cannot commit to giving the applicant(s) a mortgage.
3. If applying as Guarantor, I/we understand and accept that I/we may be liable for the full mortgage debt instead of, or as well as, the applicant/s. Furthermore I/we agree to take independent legal advice.
4. The applicant(s) are, and where the applicant is a company or a LLP, the directors or members (as applicable) are, over 21 years of age.
5. The applicant(s) have personally completed this application form, or if completed by another party, have read and checked all the details provided.
6. The information in this application is true to the best of the applicant(s) knowledge and belief and should the mortgage advance ("the Mortgage") be made such information will be regarded as forming part of the terms of the Mortgage. If any information is incorrect the applicant(s) will make good any loss which the Lender may suffer by acting in reliance upon any such information.
7. The applicant(s) have disclosed any additional information that is material to the application. The applicant(s) understand that additional information may be requested and, prior to completion of the Mortgage, the applicant(s) shall notify the Lender in writing of any changes in the applicant(s) circumstances which affects (or may affect) the information provided.
8. The Lender may take up such references and make such enquiries about the applicant(s) as it considers necessary in connection with this mortgage application and the applicant(s) understand that the Lender may undertake a search with Experian or similar credit reference agencies for the purposes of verifying the applicant(s) identity or with current or past employers, solicitors, intermediaries, debt counsellors, lenders, landlords, accountants, banks, tax offices, Companies House and/or insurers. To do so Experian or such other credit reference agency may check the details the applicant(s) supply against any particulars on any database (public or otherwise) to which they have access. They may also use the applicant(s) details in the future to assist other companies for verification purposes. A record of the search will be retained. The applicant(s) understand that the Lender may refresh such information in the future whilst we have the Mortgage with the Lender.
9. The applicant(s) confirm that all payments made in respect of any Mortgage granted are made for and on behalf of the applicant(s), irrespective of the originator of such payments.
10. The applicant(s) understand that where a loan is made to joint applicants, they will be jointly and separately liable to the Lender for the full amount of the loan which means they are each responsible for the Mortgage and if one of them breaks an obligation the Lender can take action against one or both of them.
11. The applicant(s) acknowledge and agree that the Lender may raise finance on any Mortgage it may make to the applicant(s) and consent to:
  - 11.1 the Lender transferring, assigning or otherwise disposing of the benefit of such Mortgage, or the Lender entering into any contractual arrangements relating to the funding of the Mortgage with any company, body or person without notice to the applicant(s).
  - 11.2 the Lender passing the particulars contained in this Mortgage application, together with supporting documentation which is now enclosed or may hereafter be provided, together with any documentation relating to the title to the property being mortgaged ("the Property"), the Mortgage, the history or conduct of the applicant(s) Mortgage account or any other information or documents involving the applicant(s) or the Property to any actual or potential transferee, assignee, disposer, provider of funds, the conveyancer acting on the mortgage application, any legal advisor acting for the Lender now or in the future or other interested or contracting party.
  - 11.3 any person interested in the Mortgage relying upon the truth and accuracy of the information contained in this mortgage application.
  - 11.4 the Lender inspecting the applicant(s) file held by the applicant(s) solicitors in relation to this Mortgage should the Lender require access to the same for any reason whatsoever.
  - 11.5 the disclosure by the Lender, of the applicant(s) confidential personal information relating to the applicant(s) to a guarantor or their legal adviser relevant for the purpose of obtaining a guarantor for the applicant(s) Mortgage, or for the purposes of managing the conduct of the Mortgage account where there is an incidence of default.
12. The applicant(s) understand and accept that:
  - 12.1 the applicant(s) valuation fee may be committed prior to obtaining full and satisfactory references.
  - 12.2 any valuation fee is payable in advance (and includes an administration fee to the Lender) which will not be refundable once expended (whether or not any offer of Mortgage is made) and that a copy of the valuation report will be provided, but no warranty, representation or assurance is given by the Lender that the statements, conclusions or comments expressed or implied in the valuation report are accurate or reliable, and that neither the Lender nor any valuer appointed by the Lender has any responsibility to the applicant(s) or any other person as to the value, state or condition of the Property.
  - 12.3 the valuation report prepared for the Lender is not a building survey and may not reveal serious defects in the Property. It is the applicant(s) responsibility to satisfy themselves as to the structural soundness and condition of the Property and its value for reinstatement purposes and it is in the applicant(s) best interests to obtain a full building survey report of the Property prior to entering into any commitment to purchase the Property.
  - 12.4 the rate of interest and monthly repayment for any Mortgage granted may be varied from time to time.
  - 12.5 the Lender may, at any time before any Mortgage offered to the applicant(s) is completed, withdraw, revise or cancel its offer without stating a reason. If this application is successful, the provisions of this Declaration will continue to apply after the completion of the Mortgage.
  - 12.6 any person (other than an employee of the Lender) with whom the applicant(s) deal in connection with the Mortgage applied for is not empowered to make any representation or give any undertaking on behalf of the Lender and therefore the Lender will not be bound or be liable for any such representations or undertaking.
13. Where the applicant is a private limited company or a LLP, the applicant agrees that any director or member (as applicable) of the applicant can independently give instructions to the Lender in connection with the Mortgage.

## Data Protection

### Privacy Notice

It is important that you understand how the Lender will use the personal information it has obtained from you and your rights in relation to this. The Lender will adhere to all legislation concerning data protection and ensure that your rights as to the control and processing of your data are upheld. The Lender's full Privacy Notice, which contains all the key information about how the Lender will collect, use and share your personal information and the rights you have in relation to this, can be found at [www.chlmortgages.co.uk](http://www.chlmortgages.co.uk).

Your personal data may be held manually or electronically. The Lender will treat all your personal data as private and confidential (even when you are no longer a customer) and will comply with all relevant provisions in applicable data protection legislation in relation to its role as a data controller and/or a data processor.

<p>The Lender may also wish to use your information to let you know by letter, telephone, fax or email about the Lender's other products or services which may be of interest to you.</p>	<p>If you would like to receive such information, please tick the box.</p> <p>Applicant 1   2   3   4</p>	<p>I have ticked the box(es) below indicating which methods I WOULD NOT like you to use when contacting me for marketing purposes:</p>
<p>Whether or not you opt to receive this information will not affect your mortgage application.</p>		<p>Applicant</p> <p>1   2   3   4</p>
<p>Other companies within the Lender's group and carefully selected third party organisations may have products or services which may be of interest to you and the Lender may wish to pass your information to them for this purpose.</p>	<p>If you would like to receive such information, please tick the box.</p> <p>Applicant 1   2   3   4</p>	<p>Email and/or text message</p> <p>Phone</p> <p>Post</p> <p>Market Research</p> <p>All of the above</p>
<p>Whether or not you opt to receive this information will not affect your mortgage application.</p>		

You can change your marketing preferences or unsubscribe at any time by contacting the Lender. Please contact the Lender at 01252 365877 if you want to receive details of the relevant fraud prevention agencies and credit reference agencies.

### BY SIGNING THE BELOW, EACH OF THE APPLICANTS CONFIRMS THAT:

- I have received and read this customer declaration and consent and agree to give the declarations and provide the consents set out in this document now and for the duration of the mortgage agreement with the Lender.
- I have received a copy of the mortgage application from the intermediary.
- I have received and read the illustration provided to me by the intermediary.
- I have read and understood the Lender's privacy policy relating to the collection, use and processing of my personal data.
- I have given true, complete and up-to-date information in the mortgage application.
- Where the Lender and/or third parties do not have a legitimate interest in processing my personal data, I grant my explicit consent to the processing of my personal data, the transfer of my personal data outside of the European Economic Area (EEA) where it is necessary for the administration of my agreement with the Lender and for the purpose of the Lender running its business and the collection and use of my special category personal data for the purposes set out in the Lender's privacy notice.

**Your property may be repossessed or a receiver of rent may be appointed if you do not keep up repayments on your mortgage.**

#### Applicant 1

Signature:

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Print Name:

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Date:

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#### Applicant 2

Signature:

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Print Name:

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Date:

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#### Applicant 3

Signature:

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Print Name:

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Date:

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#### Applicant 4

Signature:

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Print Name:

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Date:

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