

FHL & BTL mortgage application declaration

Use of Personal Information and Declaration to be signed by all applicants

The information which you provide or which we obtain in respect of your account will be retained by the Society electronically and in other formats for the purpose of administration of the mortgage and as detailed below. For more information, please see our Privacy Notice which is available online.

I/We declare:

1. That I/we are over 18 years of age and that the information given in this application is true and correct and shall form the basis of any contract between me/us and Marsden Building Society. I/We also declare that if anything on this form was written by another person, he or she acted as my/our agent for this purpose. I/We declare that I/we shall notify Marsden Building Society of any changes to the information given in support of this application prior to the completion of the mortgage applied for.
2. The Society may:
 - a)
 - i) Make such enquiries as it considers necessary whether of a credit reference agency who will supply the Society with credit information including information from the electoral register or from my/our employers or accountants.
 - (1) Search the files of a credit reference agency which will keep a record of that search and my/our application, whether or not the application proceeds. If you do not repay in full and on time, the Society will inform credit reference agencies who will record the outstanding debt. This will be seen by other organisations carrying out later searches. Details about me/us and of how I/we conduct the account may also be disclosed to the agency, including recording the outstanding debt and if I/we do not pay on time. Records remain on file for six years after they are closed, whether settled by me/us or defaulted. The Society may use automated methods to verify my/our identity.

Note: An 'association' between joint applicants and/or any individual identified as your financial partner will be created at 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 may be taken into account in all applications by either or both of you. This linking will continue until one of you successfully files a 'disassociation' at the credit reference agencies.
 - ii) Contact HM Revenue & Customs, Department for Work & Pensions, relevant or current lender, landlord or employer/accountants to confirm any income received and payments made.
 - iii) If false or inaccurate information is provided and suspected fraud is identified, we will notify fraud prevention agencies accordingly, together with law enforcement agencies in the UK and other countries, who may access and use this information. The Society and other organisations, including HMRC may also access and use any of this information to prevent fraud and money laundering, for example when: checking details on applications for savings accounts and products, recovering debt, checking details on proposals and claims for all types of insurance and checking details of job applicants and employees. The Society and other organisations in the UK or other countries may access and use the information recorded by fraud prevention agencies.

You have a legal right to request details of those credit reference agencies and relevant fraud prevention agencies from whom we obtain and with whom we record information about you subject to payment of the relevant fee. The credit reference agencies that we currently use or may use in the future are as follows:

TransUnion UK - One Park Lane, Leeds, West Yorkshire LS3 1EP
Experian - Landmark House, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ
Equifax - Capital House, 25 Chapel Street, London NW1 5DS

The identities of the credit reference agencies, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the credit reference agencies are explained in more detail at TransUnion - <https://www.transunion.co.uk/crain/>; Equifax - <https://www.equifax.co.uk/crain/>; Experian - <https://www.experian.co.uk/crain/>

For further information and to received details as to how your data may be used please write to Principal Office, 6-20 Russell Street, Nelson BB9 7NJ or telephone us on 01282 440541*.
 - b) The Society may also:
 - i) Disclose information to the Society's insurers or their authorised agents for the purpose of risk assessment
 - ii) Use the information provided for the purposes of statistical analysis about credit, insurance and fraud
 - iii) Record and monitor all telephone calls between you and the Society to increase your security and for staff training purposes.
3. a) The Society may obtain, use, process and disclose personal data about me/us (including any sensitive personal data) to enable it to administer and service the account and for other related purposes, including assessing my/our acceptability and that of the security offered, the arrangement and administration of any type of insurance and products regulated under the Financial Services and Markets Act 2000 (or alteration to, replacement for or re-enactment of it) provided by third parties, the arrangement by our carefully selected third party panel organisation of legal advice from a panel firm, the updating or enhancing of existing customer records, analysis for management purposes and statutory returns, in addition to those described in any other paragraph of these declarations or notified to the Information Commissioner under Data Protection Legislation. The Society may also disclose personal data (including sensitive personal data) to third parties for the purposes of crime prevention and legal and regulatory compliance.
 - b) The Society may occasionally need to transfer the personal data to countries outside the European Economic Area (EEA) for any of the purposes described in this declaration. This will only be done under a contract that includes appropriate safeguards for the security and confidentiality of your personal data.
 - c) I/We have a right of access, under Data Protection Legislation to the personal data the Society holds about me/us no fee. Please write to Data Protection Officer, Marsden Building Society, Principal Office, 6-20 Russell Street, Nelson BB9 7NJ or telephone us on 01282 440541 for further information.
 - d) For the purposes of the Data Protection Legislation, the 'Data Controller' in relation to any personal data supplied by me/us is Marsden Building Society.
4. I/We acknowledge that an assessment of the value of the property will be arranged by the Society, which is intended solely for the purpose of the Society in considering this application and does not involve a detailed inspection of the property.
5. Neither the Society, any person in its employment or its valuer warrants the purchase price of the property is reasonable or accepts responsibility for the workmanship, construction or condition of the property.

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6. I/We irrevocably authorise my/our conveyancer to send their entire file(s) relating to the purchase of the property intended to be secured by this loan and relating to the mortgage or remortgage transactions to the Society or its agent at the Society's /its agent's request. I/We expressly give up any right to assert legal privilege in relation to any part of the file(s). I/We also acknowledge that my/our giving up of this right and the right for the lender to receive the file(s) continues until the loan balance from time to time is repaid in full and remains in force in all other circumstances.
7. I/We declare that to the best of my/our knowledge and belief, the information given on this form is true in every aspect and that the insurance cover will be based on this information. If I/we build any extension or carry out improvements to my/our house, I/we will advise that cost to you for insurance purposes. I/We consent to the information on this form and on any claim I/we may make being supplied to Insurance Database Services Ltd so that it can be made available to other insurers.
8. In signing this application I/we confirm that I/we will be responsible at all times for the buildings insurance on the mortgaged property and agree to the following conditions:
 - a. That the buildings sum insured will at all times represent the full reinstatement value of the property
 - b. That I/we will be responsible for the future maintenance of adequacy of cover and payment of premiums
 - c. That I/we have obtained the written consent of any Freeholders and subsequent mortgagees (if any) to the insurance arrangements and that their respective interests will be noted on the policy
 - d. That in the event of a total/partial loss of the property, the outstanding mortgage debt will still be payable by me/us.
9. If any advance is made to joint applicants, the first named applicant will be the 'Representative Joint Borrower' in accordance with the Rules of the Society. The Representative Joint Borrower alone will have the voting rights (if any) of joint borrowers as borrowers and alone will be entitled to received certain communications from the Society. I/We understand that the order which the borrowers are named on this advance will be the same as on the original Mortgage Deed (if applicable).
10. The Society reserves the right to decline to proceed with the application at any time. If the Society declines to proceed with this application, any booking fee paid will not be refunded.
11. The Society may at any time at its discretion and without obtaining your consent or the consent of anyone else, transfer to any other person any or all of its rights and obligations in relation to any part or the whole mortgage debt and any related security. This will not serve to reduce your rights and guarantees under the mortgage, however borrowing membership may cease. You will be bound to the transferee in respect of the transferred obligations to the same extent as you were originally bound to the Society and it may release any information it holds about you, your mortgage and any related security to any such transferee.
12. Please read and respond to all of the questions below in regards to your application:

Has the property which is the subject of this mortgage application at any time **been** occupied by yourself or any of your relations as a main primary residence?

Yes No

Will the property which is the subject of this mortgage application at any time **become** occupied by yourself or any of your relations as a main primary residence?

Yes No

Has the property which is the subject of this mortgage application been inherited?

Yes No

Is your current mortgage set up as a Consent to Let on a previous Residential mortgage contract?

Yes No

13. I/We understand that I/we have told you that the loan is wholly or predominantly for the purpose of a business carried on or intended to be carried on by me/us.
14. I/We understand that any loan agreement resulting from this application does not fall under the definition of a consumer Buy to Let, will not be a Buy to Let contract regulated by the Financial Conduct Authority (FCA) and as a result I/we will not have the benefit of protection and remedies available to me/us from the FCA. If I/we are in any doubt as to the consequences of this, I/we will obtain independent legal advice before submitting an application to the Society.
15. If the loan does fall under the definition of a Consumer Buy to Let, I/we will have received appropriate advice from the Society or our mortgage adviser.
16. As a member of the Marsden, we'd like to keep you up to date with our products, services and latest news. We'll always treat your personal data with care, to find out more about this, please view our Privacy Notice which is available in branch or online. Please tick the boxes below to tell us all the ways you'd like to hear from us:

A1 A2

Yes please, I'd like to receive marketing communication by email

Yes please, I'd like to receive marketing communication by telephone

Yes please, I'd like to receive marketing communication by mobile (text message)

Yes please, I'd like to receive marketing communication by post

Where you have given us consent to process your information, you have the right to withdraw it at any point.

Signed

Date

Signed

Date

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

Remember to complete and sign the original direct debit mandate.

