

## USE OF PERSONAL INFORMATION AND DECLARATIONS

This section explains some of the ways in which we will use the information you provide to us and which we obtain from third parties. For further details about how your information is used and your rights under data protection laws please see our leaflet “How We Use Personal Information”. If you do not understand any point, please ask for further information.

### USE OF PERSONAL INFORMATION

1. We may contact third parties (including any past / present lender, bank, or other financial institution, employer, pension provider, accountant, landlord, professional adviser named on this form, HM Revenue & Customs or the Department for Work and Pensions) for reference purposes, for confirmation of employment details or to obtain information to confirm any income received and payments made. You give your permission to such third parties to supply the references and to answer the enquiries.
2. In order to process your application, we will perform credit and identity checks on you with a credit reference agency (“CRA”). To do this, we will supply your personal information to the CRA and they will give us information about you. This will include information from your mortgage application and about your financial situation and financial history. The CRA will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We will use this information to:

- check your identity;
- assess your credit worthiness and whether you can afford the mortgage;
- verify the accuracy of the information you have provided to us;
- prevent criminal activity, fraud and money laundering; and
- trace and recover debts.

We will continue to exchange information about you with the CRA while you have a mortgage with us. This will include details of your repayments and whether you repay in full and on time. This information may be supplied to other organisations by the CRA.

When the CRA receives a credit search from us they will place a search footprint on your credit file that may be seen by other lenders.

If you are making a joint application, or tell us that you have a spouse or financial associate, we will link your records together, so you should make sure you discuss this with them, and share this information with them, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully requests with the CRAs to break that link.

**The identities of the CRAs, 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 CRAs are explained in more detail in our leaflet “How We Use Personal Information”.**

3. We may ask you to supply one or more original documents as confirmation of your identity, address or both which we will use together with any electronic checks we may make using the services of a CRA. Any documents provided to us will be recorded and copied as part of our Anti-Money Laundering requirements.
4. We may disclose information relating to this application or the mortgage to other people and organisations, such as:
  - your legal adviser, broker or other intermediary and you authorise them to give us any information relevant to our decision to lend. To this extent, you agree to waive any claim to legal privilege to that information;
  - any chargor(s) or potential chargor(s) (or to their legal advisers);
  - any guarantor(s) or potential guarantor(s) (or to their legal advisers);
  - any occupier(s) or other person who is required to postpone rights in favour of the Society, to enable them to consider their position and/or to obtain independent legal advice;
  - any potential new borrower(s) (or their legal advisers) in connection with a transfer of equity;
  - any other lender which has a charge secured upon the property, subject to payment of the appropriate fee;
  - any insurance company from which we require an indemnity in relation to the mortgage.
5. We may monitor or record any communications you have with us in the interests of staff training, customer service and security.
6. Any personal information which you or others provide to us will be held on computer and in other manual and electronic forms and will be kept after your mortgage account is closed. Some of the ways the information may be used include:
  - to assist us in assessing your application and, if it is accepted, to assist us in providing the account or service for which you have applied;
  - to assist us in making credit decisions and establishing identity, where necessary;
  - for fraud prevention and detection and/or to prevent money laundering;
  - to assist the insurers in risk assessment and dealing with claims;
  - disclosure to third parties acting as our agent so long as they keep the information confidential;
  - marketing, market research, statistical analysis and general business purposes;
  - to help develop and improve the products and services offered to you and other customers. The Society may also share information with other companies within the National Counties Group to help provide you with a high standard of service (for example administrative purposes);
  - if the law permits it or it is in the public interest.

Under data protection law you have rights in relation to your personal information, including a right of access and to ask for any inaccurate details to be amended. If you have any questions about data protection law or your rights under it, please write to Freepost FAMILY BUILDING SOCIETY.

## DECLARATIONS AND CONSENTS

For your own protection and benefit, please carefully read the declarations below before signing in the space provided. If you do not understand any point please ask for further information.

I (each of us if more than one is applying) agree that:

### GENERAL

1. for the purposes of these Declarations, the "Society" includes its successors in title and assigns.
2. I will make good any loss which the Society may suffer by acting in reliance on the information on this form which I confirm is true to the best of my knowledge and belief. I will notify the Society promptly if any of the information on this form changes before the mortgage is completed.
3. the Society will require independent legal advice to be taken by any co-borrower / co-owner of the property or guarantor who will not receive a financial benefit from all or part of the loan.
4. I will not enter into any further borrowing secured on the property prior to or after completion of the mortgage without first advising the Society and obtaining the Society's consent in writing.
5. the Society has the right to decline the application without giving any reasons and without giving any refund of fees or related costs. However, where the application is rejected due to information obtained from a credit reference agency, the Society will notify me of the result of the credit search and the credit reference agency consulted. I understand that valuation fees that have been paid will be refunded if a valuation is cancelled prior to the valuer's visit to the property. In all other cases, the valuation fee will not be refunded, save in exceptional circumstances and at the Society's sole discretion.
6. I will pay to the Society all sums due in respect of Application Fees, Reservation Fees, Product Fees, Arrangement Fees and legal expenses arising out of this application, whether or not any Mortgage Offer is either issued or completed. I understand that the payment of any such fees shall not bind the Society to make any loan.
7. income details will be verified and the Society will not rely on a declaration of affordability made by me.

### PROPERTY REVIEW

8. I acknowledge that the review of the property undertaken by the Society has been obtained for the Society's purposes and is not a structural survey or detailed report. You recommend that I arrange for a full structural survey or more detailed report which must be obtained independently at my expense.
9. I acknowledge that the review of the property undertaken by the Society is to decide whether the property is suitable security for any loan made and neither the valuer's inspection report, if any, nor any Mortgage Offer will imply that, if I am purchasing, the price paid is reasonable or that the property is properly constructed and of sound materials.
10. the review of the property carried out by the Society is not undertaken either as agent for or by agreement with the organisation used for the review.

### TRANSFER OF MORTGAGE

11. the Society may at any time transfer its interest in some or all of its rights under the mortgage to another financial institution without seeking my specific consent and, following this, my membership rights of the Society will no longer apply.
12. I understand that whilst the transferee of the mortgage would be the person legally entitled to receive payments under any mortgage, such transfer will not affect the policies in relation to the setting of the interest rate and conduct of arrears.
13. my acceptance of any Mortgage Offer will constitute my general consent to the future transfer of the mortgage on the foregoing terms and as may be more particularly set out in the Society's Mortgage Conditions.

### JOINT BORROWERS

14. we accept that we are individually responsible for the total mortgage debt. (On request, information will be provided to joint applicants in respect of their rights and responsibilities should the relationship end through death, divorce or separation.)
15. as joint borrowers we accept that the first named borrower, being the "First Applicant" on the Society's application form, will be the "Representative Joint Borrower" able to exercise membership rights.

### HOUSEHOLD INSURANCE

16. I:
  - accept sole responsibility for the choice of insurer, the sum insured, the extent of cover and the financial consequences of any terms, conditions or excesses imposed;
  - will ensure the sum insured is not less than the rebuilding figure given in the valuation report and is index-linked annually;
  - will ensure that the cover provided by the policy includes financial protection against loss or damage to the property for all major insurable perils, including but not restricted to: Fire, Flood, Storm, Theft, Escape of Water, Malicious Damage, Subsidence, Landslip and Heave, and Legal Liability;
  - will either arrange for the interest of the Family Building Society to be noted on the policy or for the policy to be in the joint names of me and Family Building Society;
  - undertake to pay all premiums as they fall due to maintain the policy cover for the life of the mortgage;
  - agree that the Society accepts no responsibility for any loss suffered by me in connection with the insurance of the property, however caused.

## DECLARATIONS AND CONSENTS

## MARKETING

17. We would like to tell you about our products, services, and events and those of our carefully selected partners (a list of which is available on request). We will always treat your personal details with the utmost care and will never share them with other companies for marketing purposes. If you give consent, this will last as long as you have a relationship with us. If you agree to us communicating with you for marketing purposes, please tick the relevant boxes to confirm how we may contact you.

APPLICANT ONE: Post  email  phone  text       APPLICANT TWO: Post  email  phone  text

You can unsubscribe from marketing at any time by writing to: Family Building Society, Ebbisham House, 30 Church Street, Epsom, Surrey, KT17 4NL.

## EXISTING LENDER AUTHORITY

18. I authorise and request you to supply to the Family Building Society the information requested by them in the attached enquiry letter and in any subsequent phone or written requests. I / We would be grateful if you would deal with these enquiries promptly.

## I DECLARE AND CONFIRM THAT:

- I am aged 18 or over;
- I am entitled to disclose information about any joint applicant, partner / spouse or other third party named on the application form;
- You can use my personal information as explained in this form and in the leaflet “How We Use Personal Information”;
- I have read and agree to the Declarations and Consents;
- I understand that it is an offence to make a false declaration.

NAME OF FIRST APPLICANT

SIGNED:

DATE:

DD

MM

YYYY

NAME OF SECOND APPLICANT

SIGNED:

DATE:

DD

MM

YYYY

**THE MORTGAGE WILL BE SECURED ON YOUR PROPERTY.**

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

This page is left intentionally blank. Please ensure you print and complete the direct debit instructions on page 5.

## DIRECT DEBIT INSTRUCTION

Please ensure that the Direct Debit instruction below is completed with the details of the current account from which you intend to make your monthly payments. The account should be in the name(s) of the proposed borrower(s). It will be a requirement of the mortgage that the monthly payments due are made by Direct Debit.

The first payment will be collected one calendar month after the date of completion, with subsequent payments generally being collected on the same day of each month thereafter.

**Instruction to your Bank or Building Society to pay by Direct Debit**

Please fill in the form and send to Family Building Society, Ebbisham House, 30 Church Street, Epsom, Surrey, KT17 4NL.

Name(s) of account holder(s):

Originator's identification number

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Name and full postal address of your Bank or Building Society:

To the Manger:	Bank / Building Society:
Address:	
Postcode:	

Reference Number (FOR SOCIETY USE ONLY):

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**Instruction to your Bank or Building Society:**

Please pay Family Building Society Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Family Building Society and, if so, details will be passed electronically to my Bank / Building Society.

Bank / Building Society account number:

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Branch sort code:

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Signature:

Date:

Banks and Building Societies may not accept Direct Debit instructions for some types of account.

**This guarantee should be detached and retained by the payer. The Direct Debit guarantee:**

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit, Family Building Society will notify you five working days in advance of your account being debited or as otherwise agreed. If you request Family Building Society to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by Family Building Society or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
- If you receive a refund you are not entitled to, you must pay it back when Family Building Society asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

To find out more, please contact our New Business Team:

[familybuildingsociety.co.uk](http://familybuildingsociety.co.uk)

03330 140140

[newbusiness@familybsoc.co.uk](mailto:newbusiness@familybsoc.co.uk)

**EBBISHAM HOUSE**  
**30 CHURCH STREET**  
**EPSOM, SURREY**  
**KT17 4NL**

Family Building Society is a trading name of National Counties Building Society which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Firm Reference No.206080  
[register.fca.org.uk](http://register.fca.org.uk)

