

Declaration

Version 4

By signing this document each person that has signed this Declaration as an applicant declares, consents, acknowledges and confirms (in each case for him/herself and on behalf of each other person, if any, falling within the definition of 'you' in section 1 below) to us as follows:

1. Meaning of words used in this document:

- **you** and **your** means each person that has signed this Declaration as an applicant and each other person that is to be a borrower in respect of or grant security (including a guarantee) for the mortgage advance that is the subject of the **application**, and
- **we, us** and **our** means Fleet Mortgages Limited (registered in England and Wales as company number (08663979) and anyone who at any time in the future is entitled (as legal, equitable or beneficial owner) to all or any of the lender's rights under any agreement with **you** (including as a result of a **transfer** referred to in section 6 below);
- **application** means the **application to us** by **you** for a mortgage advance to be secured on a property that is to be used solely for rental purposes only; and
- **information** means the **information** provided to or received by **us** (whether or not by, or from and/or relating to, **you** or any other person) in or in connection with the **application** (including enquiries or searches made by or on behalf of **us**).

2. Notices and consents relating to use of your information

In relation to **your personal data** (as defined in applicable data protection laws including Data Protection Act 2018 (as amended or replaced from time to time)) Fleet Mortgages Limited is the data controller and anyone who at any time in the future is entitled (as legal, equitable or beneficial owner) to all or any of the lender's rights under any agreement with **you** (including as a result of a **transfer** referred to in section 6 below) shall also become a data controller.

IMPORTANT - USE OF YOUR PERSONAL DATA

You have a right to know how **we** use **your personal data**. Please carefully read and understand this section.

By signing this document **you** acknowledge and agree to the use of **your personal data** as set out in this document. **Our** primary lawful processing ground is contractual necessity as **we** need **your personal data** to process **your** application, to operate and administer **your** mortgage account with **us** and to exercise and protect **our** rights. Additionally, where indicated below, **we** also rely on legal necessity and **our** legitimate interests and the legitimate interests of the persons within sections 2.1 and 2.2 below to process **your personal data** lawfully. Where **you** have provided **your** personal data with consent to receive marketing communications, **you** may withdraw **your** consent at any time by clicking unsubscribe in electronic communications or by contacting **us** directly.

In order to process **your application** **we** will supply **your personal data** to credit reference agencies (**CRAs**) and fraud prevention agencies (**FPAs**) to help **us** make decisions. They will give **us** information about **you**, such as about **your** financial history. **We** do this to assess creditworthiness and product suitability, check **your** identity, manage **your** account, trace and recover debts and prevent criminal activity. This is a legal requirement. **We** will continue to exchange information about **you** with **CRAs** and **FPAs** on an ongoing basis, including **your** settled accounts and any debts not fully paid on time. **CRAs** will share **your** information with other organisations. **Your** data will also be linked to the data of **your** spouse, any joint applicant or other financial associates. A guide to what **we** do and how both **we** and **CRAs** and **FPAs** will use **your** information is set out in the Credit Reference Agency Information Notice (CRAIN) which appears at www.equifax.co.uk/crain.html.

If **you** sign this document **you** are confirming that you have read **CRAIN** and have been given an opportunity to have a hard copy. The personal data **we** have collected from **you** will be shared with **FPAs** who will use it to prevent fraud and money-laundering and to verify **your** identity. This is also a legal requirement. If fraud is detected, **you** could be refused certain services, finance or employment. Further details of how **your information** will be used by **us** and these **FPAs**, and **your** data protection rights can be found by looking at our Fair Processing Notice on **our** website at www.fleetmortgages.co.uk or by contacting **our** Data Protection Officer (see section 2.9 below). By confirming **your** agreement to proceed **you** are acknowledging that **we** can use **your information** in this way.

2.1 We hold information (including your personal data) in our records or with persons providing storage facilities and use and disclose information:

- to process, obtain and check other **information**, manage **your** account and administer any product or services that **we** provide **you** with or at your request or otherwise;

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- for the purposes of market research, statistical and business analysis and creating and maintaining a customer profile;
- to assess this and further applications from **you** or other members of your household for this and other products and or services and make decisions on questions about any such **application(s)**, any agreement or correspondence which **you** may have with **us**; and/or
- with the intention of preventing, detecting, prosecuting or mitigating the consequences of fraud and money laundering or other crimes, trace debt and recover debt and to comply with applicable law and regulations.

2.2 We disclose any **information** to and make enquiries to:

- any person (including any actual or potential party, that party's professional advisers and any rating agency) in connection with any actual or potential **transfer** (see section 6 below) and each such person may also rely upon the truth, completeness and accuracy of the **information** and may use the **information** for the purposes and as otherwise described in this document;
- any other party to any agreement with **you** and/or any other person with whom **we** have entered into or made and/or consider entering into or making any other arrangement in connection with any agreement with **you** (including in connection with the provision of funding to **us**);
- insurers of any asset securing or proposed to secure **your** liabilities;
- financial and other organisations involved in fraud prevention to prevent or detect fraud and protect themselves and their customers or to assist in verifying **your** identity;
- agents or contractors appointed to administer or operate **your** account or any agreement with **you** on behalf of **us** or otherwise to provide services to or on behalf of **us** for which such agents or contractors will have access to information;
- persons (including brokers, agents and solicitors) assisting **you** from time to time in connection with any agreement with **you**;
- market research organisations for the purpose of confidential market research conducted on behalf of **us**;
- the Electoral Register, any relevant legal and regulatory authorities and any other body having a legal right to access the **information** and anyone **you** authorise **us** to give information to;
- any person including (without limitation) current and previous lenders, other creditors, employers, landlords, accountants, bankers, registries, government bodies in the processing of any **information** and the administration of, or exercising **our** rights under, any agreement with **you**; and
- any credit reference agencies, debt recovery agencies, tracing agencies and fraud prevention agencies (any of whom may keep a copy of such enquiry whether or not **your** application proceeds and this will be seen by other organisations that make searches).

2.3 We share personal data for crime and fraud prevention and the apprehension and prosecution of offenders.

2.4 **You** explicitly consent to the processing of sensitive or special categories of **personal data** about **you** contained within the **information** for the purpose of processing the application. Sensitive or special categories of **personal data** comprises **information** relating to **your** racial or ethnic origin, political opinions, religious or other beliefs, genetic data, biometric data, trade union membership, health, sex life, sexual orientation and/or commission of offences or court proceedings.

2.5 **Information** shall be disclosed to, and **your** name shall be passed to, lenders and other creditors by being placed on any registers or databases in any country in which any of **you** have assets and/or are resident for legal necessity and contractual necessity reasons. If details of default are given to certain persons (including lenders, providers of finance, **FPA**s and **CRA**s) this may affect **your** ability to obtain further credit.

2.6 If **you** give false or inaccurate **information** and **we** or other organisations suspect fraud, this may be recorded. **We** and other persons 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 and for debt tracing, claims assessment and to verify identities.

2.7 Telephone calls and other communications to **us** may be recorded and/or monitored for security, quality, training, compliance and evidential purposes. Any recordings remain **our** sole property.

2.8 **We** may transfer information for use in the ways described in this document to countries outside the European Economic Area which may have a lower level of legal protection as countries within it. In this event we use the standard contractual clauses in the form approved by the European Commission if the recipient is in a country that is not deemed to have adequate data protection laws by the European Commission and if the recipient is not certified under the Privacy Shield or there is no other lawful mechanism in place allowing the lawful transfer of this **personal data**. A copy of the standard contractual clauses is available on request from the Data Protection Officer.

2.9 **You** understand that under applicable data protection laws you may make a written request for a copy of certain **personal data** that **we** hold about **you** and to ask for any inaccurate details to be amended. **You** also have the right to object to **your** data being processed or request that its processing is restricted and the right to request that **your** data is deleted in certain circumstances. However, **your** rights do not automatically lead to a requirement for processing to stop or for **personal data** to be deleted as they are subject to the legal requirements in the applicable data protection laws.

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If **you** wish to exercise these rights or wish to discuss any concerns **you** should write to **our** Data Protection Officer at Fleet Mortgages Limited, 2nd Floor, Flagship House, Reading Road North, Fleet, Hampshire, GU51 4WP. **You** also have the right to raise a concern with the Information Commissioner's Office.

3 Some aspects of the **application**

- 3.1** The mortgage property is to be used solely for rental purposes only and is not intended to be occupied by **you** nor by **your** spouse (or a person whose relationship has the characteristics of a spouse) nor by a close relative (including parent, brother, sister, child, grandparent or grandchild).
- 3.2** **You** acknowledge that the mortgage will not be regulated by the Financial Conduct Authority.
- 3.3** **You** are over 21 years of age.
- 3.4** If the **application** is in the name of a limited company borrower, **you** are director(s) authorised by the limited company to make the **application** and all directors and shareholders will act as guarantor(s) of the mortgage, **you** understand and accept that **you** will be liable for the full amount of the mortgage as well as the applicant company. Furthermore **you** agree to take independent legal advice.
- 3.5** **You** consent to **us** being provided, by **your** conveyancers, with a complete copy of **your** file held by **your** conveyancers in relation to the whole transaction (not limited to the proposed mortgage) of which the proposed mortgage forms part should **we** require it for whatever reason. For the avoidance of doubt, **you** confirm that **you** have, in providing this consent, provided it irrevocably to **us** and that it includes a waiver of any right to privilege and/or confidentiality which the file may otherwise attract.
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4. English language

We will only communicate with **you**, provide **information** to **you** and enter into agreements with **you** in English.

5. Assessment and indications

We may use a credit scoring or other automated decision-making system in assessing information and **we** may decline **your** application or withdraw or revise any indication to **you** that we are willing 'in principle' to enter into a loan agreement, or propose to enter into a loan agreement, without giving any reason whatsoever.

6. Acknowledgement of and consent to **transfers**

At any time and from time to time, **we** can enter into and make a **transfer** (being a **transfer**, assignment or assignation (whether absolute or by way of security), mortgage, charge, standard security, creation of trust over, agreement to sell or other disposal (in law or in equity or beneficially) of all or any of our rights, title, interests, benefits and obligations in respect of all or any of the **information** and/or this document) without any further consent from or notice to **you**.

A **transfer** will not change your rights and guarantees in relation to **your** loan and will not change the terms and conditions relating to **your** loan, the mortgage or any other document relating to **your** loan and mortgage.

7. Applicable law

This document and **our** dealings with **you** with a view to entering into this document, the loan and other related agreements, and any non-contractual aspects arising in connection with this document or those dealings, are governed by English law subject to the exclusive jurisdiction of the English courts or, if the security property is located in Scotland, are governed by Scots law subject to the exclusive jurisdiction of the Scottish courts.

8. Complaints

If **you** have a complaint about **your** mortgage or about any other aspect of **our** documentation or conduct then **we** urge **you** to contact **us**. **You** can contact **us** by phone, in person or in writing either by post or email. Details of **our** complaint handling procedures can be obtained from Fleet Mortgages Limited, 2nd Floor, Flagship House, Reading Road North, Fleet, Hampshire, GU51 4WP, or by telephone on 01252 916800 or email at info@fleetmortgages.co.uk. If **we** are unable to resolve the complaint to **your** satisfaction **you** may refer it to the Financial Ombudsman Service. Details are available on **our** website, or the Financial Ombudsman site which is <http://www.financial-ombudsman.org.uk/>.

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9. Your confirmations in relation to **information** and the **application**

In particular, each person that has signed this Declaration as an applicant declares and confirms (in each case for him/herself and on behalf of each other person, if any, falling within the definition of **'you'** in section 1 above) to **us** that:

- 9.1** Each such person that has signed this Declaration as an applicant is duly entitled to and authorised by, each other person, if any, falling within the definition of **'you'** in section 1 above to sign this Declaration on behalf of such other person.
- 9.2** Each of **you** has personally read and checked all the **information** provided in the **application**.
- 9.3** All of the **information** is true, accurate and complete and is not ambiguous or misleading. You have not withheld or concealed anything which adversely affects and/or is reasonably likely to adversely affect those things or **our** assessment and/or any **information**.
- 9.4** **You** shall let **us** know at once (and provide **us** with full details) if **you** become aware that any information is or becomes wrong or out of date or if anything changes in any way which adversely affects and/or is reasonably likely to:
- render any information ambiguous and/or misleading; or
 - adversely affect the truth, accuracy and/or completeness of the **information** or **our** assessment of **you** and/or any **information**.
- 9.5** **You** are entitled to, and have the consent of, each person to disclose **information** relating to that person that **you** have provided in, or in connection with, **your application**, or which **you** otherwise provide to **us**, which may be used as indicated in this document.
- 9.6** Where **you** have asked a person (other than a member of our staff) for advice and/or a recommendation about a loan or similar product, that person (not us) is responsible to **you** for any advice which that person gives or any recommendation which that person makes. **You** must notify that person of any material changes to the **information** in order that such person can provide **you** with updated advice and recommendations. **You** confirm that **you** have not received any advice or any recommendation from **us** in connection with this **application**.
- 9.7** If any **information** provided by **you** is incorrect **you** will make good any loss which **we** may suffer by acting in reliance upon that **information**.
- 9.8** If the **application** is successful the provisions of this Declaration will continue to apply after the completion of the mortgage.

THIS IS AN IMPORTANT LEGAL DOCUMENT.

You should not sign this document unless **you** have checked each answer carefully and have ensured that each answer is accurate and complete (especially if this or any other document was completed by someone else).

You should not sign this document unless: **you** have read and understood this document (especially sections 1 to 9 above) and the other accompanying documents, and **you** have obtained such advice as **you** consider appropriate and then decided that **you** want to be bound by this document.

IF YOU FAIL TO KEEP UP WITH PAYMENTS ON YOUR MORTGAGE A RECEIVER OF RENT MAY BE APPOINTED AND/OR YOUR RENTAL PROPERTY MAY BE REPOSSESSED.

Account No:

Signed by applicant 1

Full name in block capitals:

Date:

Signed by applicant 2

Full name in block capitals:

Date:
