

# Buckinghamshire Building Society

## Residential Mortgage Declaration

### PLEASE READ THE FOLLOWING DECLARATIONS CAREFULLY BEFORE YOU SIGN:

I am/We are applying for a mortgage on the property described in this mortgage application and I/we declare and fully understand that:

1. All applicants are 18 years of age or over.
  2. To the best of my/our knowledge and belief the answers given are true and all material information as required has been disclosed. Additional interest will be charged if it comes to the Society's attention that the property is used for commercial purposes.
  3. This application can be cancelled by the Society at any time without giving any reason or revealing any information received if it appears to the Society that there is a change in my/our circumstances or the security to be provided.
  4. The Valuer is independently instructed by the Society to assess the adequacy of the security for the purpose of the Building Society only. I/we accept that this does not impose any duty on the Valuer or the Society to indicate to me/us the value or the condition of the property. I/we confirm and understand that I am/we are advised to make our own arrangements to have the property surveyed. I/we further understand that the Society does not accept any liability for the accuracy or contents of the Valuer's Report.
  5. Any application and valuation fees must be enclosed with this application and the application fee is not refundable.
  6. Credit Reference and Other Mortgage Checks:  
A condensed guide to the use of your personal information by ourselves and at Credit Reference and Fraud Prevention Agencies
    - a) When you apply to us to open an account, this organisation will check the following records about you and others (see ii below)
      - (i) Our own;
      - (ii) those at credit reference agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. They supply to us both public (including the electoral register) and shared credit and fraud prevention information.
      - (iii) those at fraud prevention agencies (FPAs).  
We will make checks such as; assessing this application for credit and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your account with us.
    - b) 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 must be sure that you have their agreement to disclose information about them. CRAs also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.
  - c) Information on applications will be sent to CRAs and will be recorded by them. Where you borrow from us, we will give details of your accounts and how you manage it/them to CRAs. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.
  - d) Full identities of the CRAs, and the ways in which they use and share personal information, as data controllers is explained in more detail in their separate leaflet "Credit Reference Agency Information Notice" (CRAIN) which is available upon request or can also be found on their websites  
**[www.equifax.co.uk/crain](http://www.equifax.co.uk/crain) & [www.experian.co.uk/crain](http://www.experian.co.uk/crain)**
  - e) If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this Information to FPAs and other organisations involved in crime and fraud prevention.
  - f) If you have borrowed from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.
  - g) We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
  - h) Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the General Data Protection Regulation this may include any third parties the Society may use in any arrears process.
  - i) The information held and processed by us may be shared with the introducing broker/ intermediary at any time during the life of the mortgage. We will ensure that anyone with whom we share your data will deal with it in an appropriate way.
7. General Data Protection Regulation (GDPR)
  - a) Any information provided by you may be held and processed by Buckinghamshire Building Society and may be shared with third parties to protect both ourselves and our customers against fraud, to satisfy Codes of Practice and compliance related issues that may arise from time to

time.

In signing the declaration you give your permission for Buckinghamshire Building Society to share your application data with our panel management company, Legal Marketing Services (LMS) and give permission for them to hold data pertaining to the status of your mortgage application and may disclose this information to your broker or third party intermediary.

Under GDPR you are entitled to know what information is held about you and to ask for any inaccurate details to be amended. You also have the right of access to your personal records and may be entitled to ask for your data to be deleted or restrict processing of your data. If you require further information about your Data rights please ask for a copy of our leaflet entitled "Your Data Protection Rights" or contact the Data Protection Officer (DPO) at Buckinghamshire Building Society, High Street, Chalfont St. Giles, Bucks, HPB 4QB or [dpo@bucksbs.co.uk](mailto:dpo@bucksbs.co.uk)

- b)** The Society will make such enquiries and take up such references as it considers necessary in relation to your mortgage application. This information may be obtained from the Land Registry, previous and existing employers. Information may also be obtained from HMRC, the Department for Work and Pensions (DWP) and may be disclosed during the life of the account.
- c)** The Society may use and disclose details of this application and any resulting offer of advance to you and/or our solicitor(s) and intended adult occupiers of the property, to any intended guarantor, their legal advisers, and to provide any additional mortgagees with information during the life of this mortgage subject to payment of the appropriate charge. Further, to use and disclose information to the Financial Conduct Authority, Financial Ombudsman Service for the purpose of compliance with regulation and codes of practice. Additional information will be disclosed to our processing agents with whom we hold agreements to process your data. Legal Advisers may disclose confidential or privileged information to the Society that may determine whether the Society lends to you.
- d)** The Society may share Information on the application form with any insurance partner the Society has for the purpose of administering your mortgage application and account.
- e)** The Society is committed to protecting your privacy and keeping your personal information secure. When you register an enquiry, or complete an application form you

are authorising the Society to collect your personal information to process and operate your account(s). The Society does not share your data with any other organisation for marketing or promotional purposes.

Our privacy notice is available on our website [www.bucksbs.co.uk](http://www.bucksbs.co.uk) or from our Head Office.

- f)** By holding an account with us, you may be eligible to vote at our Annual General Meeting. If so, how would you like to receive your AGM pack? (Selecting email helps us redirect resources from printing and postage to improve member services.)

**By email**    **By post**

- g)** In order to provide you with the service you require the Society will use your contact details to provide you with information about your account and the Society. We will not share your data with any other organisation for marketing or promotional purposes.

Please indicate your preferred method of contact:

**By email**    **By telephone/SMS**    **By post**

- h)** The Society would like to provide you with information on our products and services relating to mortgages and savings that may be of interest of you. If you would like us to send you marketing communications, please tick at least one box below (you can tick all three):

**By email**    **By telephone/SMS**    **By post**

- i)** Information may be disclosed to, the Society's Internal or External Auditors and any other firms used by the Society in future in a similar capacity.
  - j)** By supplying any third party information on this application you confirm that these parties are aware that their personal data is being held by the Society.
  - k)** In accordance with the General Data Protection Regulation, you are advised that information provided by you may be held by the Society in its computer and paper records and retained for a period of twelve years after your mortgage is redeemed.
- 8.** In the event of repossession of your property we may insure the property with an insurer of our choice. We will charge any premiums we incur in doing so to your mortgage account where they will become part of the Principle sum and attract interest.
- The Society accepts no responsibility for any loss suffered by me/us in connection with the insurance of the property, however caused.

## MORTGAGE DECLARATION

I/we refer to the mortgage application and do hereby acknowledge and declare that:

I/We confirm that the income amounts disclosed within this application are true and accurate and are sufficient to pay the monthly mortgage payments and future estimated payments stated within the Key Facts Illustration. I/We understand that a false declaration of income will have a serious effect on our ability to regularly meet mortgage payments.

I/We confirm that I/we have discussed, with my/our mortgage advisor, the impact of increases in interest rates and their significance on my/our mortgage payments.

I/We are aware that taking on new/additional financial

commitments of any kind, during the period of the mortgage where I/we have not received any corresponding increase in income, could affect the ability to meet the mortgage payments as they fall due, and that my/our home will be at risk if I/we fail to maintain the mortgage payments.

In the event that the mortgage repayment date falls after my/our normal retirement date(s), I/we confirm that I/we will have sufficient financial resources, either through pension or other income to meet the mortgage payments as they fall due.

I/We confirm that I/we understand the way an interest only mortgage works and that the balance of my/our mortgage will not reduce over the term of the mortgage and it will be my/our responsibility to repay the loan.

**Make sure that you can afford your mortgage if your income falls.**

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

**THIRD APPLICANT**

**Signature:**

**Date:**

**FOURTH APPLICANT**

**Signature:**

**Date:**



www.bucksbs.co.uk



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

Please fill in the whole form using a ball pen and send it to:

Buckinghamshire Building Society  
 High Street, Chalfont St Giles,  
 Buckinghamshire HP8 4QB

Service User Number

4 3 0 0 3 8

Name(s) of Account Holders

\_\_\_\_\_  
 \_\_\_\_\_

Reference

□ □ □ □ - □ □ □ □ - □

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

Bank/Building Society account number

□ □ □ □ □ □ □ □

Branch Sort Code

□ □ □ □ □ □

Please tick preferred payment date

6th of month  
 26th of month  
 Last working day of month

Name and full postal address of your Bank or Building Society

To the Manager Bank/Building Society  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Postcode

Signature(s)  
 \_\_\_\_\_  
 Print name(s)  
 \_\_\_\_\_  
 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 payee

**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, Buckinghamshire Building Society will notify you ten working days in advance of your account being debited or as otherwise agreed. If you request Buckinghamshire 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 Buckinghamshire Building Society or your bank or building society you are entitled to a full and immediate refund of the amount paid from you bank or building society – if you receive a refund you are not entitled to, you must pay it back when Buckinghamshire 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