

26 Sovereign Street, Leeds, West Yorkshire LS1 4BJ leedsbuildingsociety.co.uk

DX: 12299 Leeds1

### APPLICATION DECLARATION

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	Applicant 2
	Applicant 4
Intermediary Name	Address of Intermediary (if applicable)

# How we use your Personal Information

## **Joint Applications**

If you are making a joint application or tell us that you have a spouse or partner, we and credit reference agencies will link information held about you with records relating to those with whom you are or have been financially linked or associated. For the purposes of this application you may be treated as financially linked or associated and your application will be assessed with reference to any 'associated' records. By stating a financial association with another party, you are declaring that you are entitled to disclose information about

declaring that you are entitled to disclose information about your joint applicant and/or anyone else referred to by you and you authorise us to search, link, and/or record information at credit reference agencies about you and/or anyone else referred to by you.

An 'association' between joint applicants and/or any individual identified as your financial partner will be created and credit reference agencies will link your financial records. You and anyone else with whom you have a link should understand that each other's financial information will be taken into account in all future applications by either or both of you. This link will continue until one of you successfully files a 'disassociation' at the credit reference agency/ies.

### **Credit Reference Agencies**

In considering your mortgage application, we will carry out a credit search at credit reference agencies who will supply us with information regarding your finances, including information from the Electoral Register.

We reserve the right to repeat this search should we deem it necessary during your mortgage application. The agencies will record this search whether or not this application proceeds. Information which is provided to us and/or the credit reference agencies about you and those with whom you are linked financially, may be used by us and other companies if credit decisions are made about you, or other members of your household.

If you do not repay in full and on time, we may also tell the agencies who will record this on your credit file.

# **Fraud Prevention Agencies**

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. We and other organisations may also access and use this information to prevent crime, fraud and money laundering, for example when:

- Checking details provided on applications for credit and credit related or other facilities.
- · Managing credit and credit related accounts or facilities.

- Checking details on applications for jobs or when checked as part of employment.
- Cross checking details provided on proposals and claims for all types of insurance.

We and other organisations may also access and use information recorded by fraud prevention agencies in other countries

### How we use your personal information?

Information which you provide or which we obtain through your dealings with us will be held on the Society's computers and in other records. We will use your information to (as applicable):

- · Assess this mortgage application
- Verify your identity and the identity of your spouse or partner
- Trace your whereabouts and recover debts that you owe
- Use automated scoring methods to assess this application and to verify your identity
- Manage your account with us
- Undertake periodic statistical analysis and system testing.

We may also use and/or share your information with certain third parties, for example:

- your employer to confirm your employment/income
- your mortgage intermediary/broker/Independent Financial Advisor/Government Right to Buy agent (or similar organisation) where you have used one
- your legal representative acting on behalf of you, the Society
  or both including any Mortgage Panel administrator for the
  purposes of instructing conveyancers to act for us in the
  registration of our Mortgage
- third party Chartered Surveyors (for property valuations)
- · letting agents or landlords
- debt counselling or other specialist service providers, should you fall into payment difficulties
- a guarantor of your mortgage or their legal advisor
- any Benefits Agency where you have provided details of any benefits you receive
- HMRC regarding your tax affairs, national insurance number and/or employment details (as applicable)
- buyers and their professional representatives as part of any restructuring or sale of our business or assets

For further information as to how your personal information is used by us, credit reference and fraud prevention agencies, please read our "Customer Privacy Policy".

Alternatively, you can request a copy by telephoning us on 03458 480061.

Page 1 of 2



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## **Mortgage Declaration**

- 1. I/We agree to become bound and abide by the Rules of the Society.
- 2. I/We declare that I am/we are aged 18 or over and that the information given by me/us is true to the best of my/our knowledge and belief and shall form the basis of the loan agreement between the Society and myself/ourselves. If any such information is incorrect I/we will make good any loss the Society may suffer by acting in reliance on that information.
- 3. I/we understand and agree that the Society will consult at least one database to determine whether I/we can afford the proposed mortgage. In order for the Society to properly assess whether I/we can afford the proposed mortgage I/we understand that I/we will be asked to provide certain information and evidence during the mortgage application process. I/we understand and agree that I/we must ensure that all of the information and evidence that I/we supply is accurate and complete. If the Society is unable to carry out an assessment of whether I/we can afford the mortgage because I/we have chosen not to provide the information and evidence it has requested, then the Society will be unable to provide me/us with any proposed mortgage.
- 4. I/We agree that the Society will not be obliged to make an offer of advance and will not be obliged to return any fees if the property or references are unsatisfactory. I/We agree that the payment of fees will not bind the Society to grant any advance. I/We acknowledge that the Society is not required to justify declined applications.
- 5. The valuer's report is only for the use of the Society to enable it to decide whether the property is suitable security for any advance made and does not imply that the price paid is reasonable, nor that the property is constructed of sound materials. I/ We agree that the valuer's report is not a structural survey and that if a structural survey is required it must be obtained independently at my/our expense.
- 6. I/We agree that the Society may at any time in its discretion and without obtaining my/our consent or the consent of anyone else, transfer to any other person all or any of its rights and obligations in relation to all or any part of the whole debt, the mortgage and any related security.
  - I/We acknowledge that any such transfer will be on the basis that the person to whom the transfer is made will agree with the Society in advance a policy for the exercise of the transferred rights which the Society reasonably thinks is no less favourable to me/us than the policy it was following immediately before the transfer.
  - I/We acknowledge that such a transferee may or may not be a building society or a company associated with a building society. I/We acknowledge that I/we will be bound to any such transferee in respect of the transferred obligations to the same extent as I/we were originally bound to the Society and I/we agree that the Society may release to any such transferee any information it holds about me/us, the conduct of my/our account and any related securities.
- 7. I/We irrevocably authorise my/our solicitor/licensed conveyancer to send their entire file relating to the whole transaction (not just the loan) to the Society at the Society's request.

# Your Agreement

It is important that you read the sections:

- How we use your Personal Information (including the information regarding credit reference and fraud prevention agencies); and
- Mortgage Declaration set out above in this application form.

For your own benefit and protection you should read these sections carefully before continuing with your application. By submitting your application and continuing with it you agree to the Mortgage Declarations and confirm you have read our Customer Privacy Policy which sets out how we use your personal information. If you do not understand anything in the Mortgage Declarations or our Customer Privacy Policy please contact us to seek clarification before you continue.