

# Standard Declaration

## Credit Reference Agencies and Fraud Prevention Agencies

The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment.

We will also supply your personal information to credit reference agencies (CRAs) in order to process your application and 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.

We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates.

The identities of the CRAs, and the ways in which they use and share personal information, are explained in more detail at [www.equifax.co.uk/crain](http://www.equifax.co.uk/crain), [www.experian.co.uk/crain](http://www.experian.co.uk/crain) or [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain)

## Privacy Notice

Our [Summary Privacy Notice](#) contains information on how we, credit reference agencies and fraud prevention agencies use your personal data and on your data protection rights. This has been provided to your mortgage/credit intermediary on your behalf, they should have provided this to you but if they have not please contact us and we will send you a copy.

## Interpretation

In this Standard Declaration the words "You", "Charter Court Group" and "We" have the meanings given to them in the Privacy Notice.

In addition the words in bold text have the following meanings :

"**Applicant**" means You and if there is more than one of You, references to "You" and "Applicant" are to each or any of You individually, as well as to each and every one or more of You together jointly.

"**Application**" means Your request for a Decision in Principle and/or Application for the **Loan** including the Standard Declaration, the Application Form and any accompanying or supporting documentation that You provide now or in the future or any information We hold about You and We provide to You or Your mortgage intermediary in connection with the **Application** to confirm its completeness and/or accuracy.

"**Loan**" means any Loan We may provide to You.

"**Property**" means the property or properties which are or are intended to be security for the **Loan**.

## Important – please read

When You sign this declaration, You certify that the statements and particulars given below and all the information given in your **Application** are true and complete. We will rely on these statements, particulars and that information when making any Mortgage Offer.

## General

### You confirm and agree that:

- 1) You are aged 18 (or in the case of a second charge loan, 25) or over.
- 2) For limited companies:
  - (a) each of the signatories below is a director duly authorised to make this **Application** and has completed or fully read the contents of the **Application**, and
  - (b) You have the power to borrow the money applied for and to mortgage the **Property**.
- 3) The information You give in the **Application**, whether completed personally by You or not, is true and accurate in all respects. If any such information is incorrect, You will make good any loss We may suffer by acting in reliance on that information.
- 4) Your income is as stated in the **Application** and is sufficient to support the payments required to sustain the **Loan** requested.
- 5) You are aware of the monthly payments for the **Loan** and that You can afford these.
- 6) You will supply any additional information that We may require in order to proceed with the **Application**.
- 7) You have the agreement of any joint **Applicant** or third party to disclose and use their information for the purposes of this **Application**.

- 8) You authorise your mortgage/credit intermediary and your first charge lender to disclose to Us information about You and this **Application** both before and after completion of the **Loan**.
- 9) You do not have any other outstanding credit facilities which are not disclosed with this **Application**.
- 10) You have never been adjudged bankrupt or insolvent or been sequestrated or entered into any arrangements with creditors or had civil or criminal proceedings of any kind issued against You other than as specified in this **Application**. If proceedings have been, or are being, issued, You will supply full details to Us.
- 11) You have read and considered the Illustration about the particular product You have chosen, and/or have been advised to apply for by your mortgage/credit intermediary or other adviser. We are not responsible for any advice given or recommendation made by an intermediary or other adviser about the product You have chosen.
- 12) You will notify Us promptly of any changes which have, or are likely to have, an effect on the continuing accuracy of the particulars in this **Application** and which may affect Our willingness to provide the **Loan**.
- 13) The information in this **Application** and Standard Declaration may be relied on by Us and any other person or body in whom the benefit of all or any of the **Loan**, mortgage, or security is from time to time vested.
- 14) Any solicitor acting for You may disclose to Us any information or documentation that We ask for about the transaction or the **Property** which is the subject of this **Application** and You waive any duty of confidentiality or privilege which may otherwise exist in relation to this **Loan** transaction.
- 15) From time to time We may mortgage, sell, transfer, assign, charge or otherwise dispose of, in whole or in part, any **Loan**, mortgage, or other related security to any person or organisation (a "Disposal") You agree to each such Disposal that We may make and You agree that We may do this without giving notice to You. You agree that a Disposal for this purpose typically involves Us transferring all or some of the rights that We have under the **Loan**, or the related security to another person or organisation.
- 16) If You provide a personal guarantee, You agree to guarantee the **Loan** applied for in the terms of our standard Deed of Guarantee.
- 17) We are entitled to withdraw before completion any Mortgage Offer should You (or anyone else) falsify any information supplied in this **Application** or for any other reason set out in the Mortgage Offer or our General Mortgage Conditions. If We withdraw an offer, We can do this immediately and without telling You, but We will notify You about the withdrawal of Our Mortgage Offer if We reasonably can.
- 18) It is an offence to knowingly make a false, inaccurate or misleading declaration when applying for a **Loan**.
- 19) If You make a false declaration, You may face criminal prosecution and/or civil action for recovery of any losses incurred by us.
- 20) If the **Loan** is not for your benefit, You must take independent legal advice and will do so if asked to, and before You enter into any Deed of Guarantee.
- 21) We may decline to make You a Mortgage Offer.
- 22) Our **Loans** are subject to valuation and status.
- 23) If two or more of You are making this **Application**, each of You is individually and jointly responsible for all obligations in relation to the **Loan**.
- 24) We will require You to confirm your income and We may request this information from You.
- 25) We accept no responsibility for any representations made by any employee, agent or any other person unless these are incorporated in the Mortgage Offer or are subsequently confirmed by Us in writing.
- 26) If You agree to guarantee the **Loan**, You are aware that by giving a guarantee, You will be held liable to Us instead of, or as well as, the borrower or customer to the extent of the guaranteed amount. The extent of the guarantee will include all costs and interest outstanding on the **Loan** at any time as well as the loan amount.
- 27) You agree that if the **Property** is sold leaving a balance outstanding on the **Loan**, You will be liable for the difference between the sale price of the **Property** and the amount outstanding or to the extent of your guarantee.
- 28) It is your responsibility to ensure that You have suitable means of repayment in place to repay the **Loan** in the event of Your death or at the end of the term of the **Loan**.

## Valuation

We will obtain a valuation of the **Property** offered as security for our purposes. We will obtain a valuation only to enable Us to assess the amount of the **Loan**, if any, which We are prepared to make on the **Property** and that valuation does not give You any rights against Us or any other person. We will choose a valuer from Our panel of valuers and will obtain a valuation report from the valuer for Our purposes. It is Your responsibility to obtain an independent valuation or advice before You proceed to completion of the **Loan** or the purchase of the **Property**. We give no warranty, representation or assurance that the statements, conclusions and opinions, expressed or implied, in any valuation report You obtain are accurate, valid or complete or that the **Property** is free from defects or worth at least the amount of the **Loan** or that (where relevant) the purchase price is reasonable.

Any valuation and assessment fee payable by You covers Our costs for assessing the **Application** and value of the **Property**. If We accept this fee, We are not obliged to offer or make a **Loan** to You.

## Insurance

As a condition of your **Loan**, You must have adequate buildings insurance for the **Property** in place at exchange of contracts or conclusion of missives (for house purchases) and completion (for remortgages or secured loans ) and ensure that it continues at all times to be insured.

You are not required as a condition of your **Loan** to have any other insurance but You might like to consider taking out insurance to cover other circumstances that might arise, such as death, accident, illness or unemployment. Your payments will not be protected in the event of death, accident, sickness, unemployment or other similar circumstance unless You arrange Your own insurance for this.

## Your Loan Payments

By signing this Declaration, You agree that:

- 1) You will repay the **Loan** in accordance with the conditions specified in your Mortgage Offer and General Mortgage Conditions.
- 2) We may add to your first monthly payment, interest from the date of completion of your **Loan** to the end of that month unless Your Mortgage Offer states otherwise (not applicable where the **Loan** is secured by a second charge).
- 3) We may take other payments by Direct Debit with Your agreement which may be given by telephone or in writing.

## Keeping you Informed

We may contact you about products or services offered by Charter Court Financial Services Limited by post, electronic mail, telephone, SMS text messaging and any other online or interactive media.

**If You would not like Us to contact You about other products and services by the means outlined above You should tick here.**

## Costs and Fees

The only fees You must pay us for this **Application** should be set out in the Illustration that you have received and will be detailed in any Mortgage Offer we provide to you. The Illustration and offer will state when they are payable, whether or not they are refundable and whether you have chosen to add them to the Mortgage.

Any other fees that You pay to any third party are paid not as a condition of submitting this **Application** or as a condition of obtaining the Mortgage Offer (if made).

If you have chosen to add a fee to your mortgage then you can change your mind and pay them to us upfront -- just let us or your Mortgage Intermediary know.

Applicant 1
Print Name
Signature
Date

Applicant 2
Print Name
Signature
Date

**We can provide literature in large print, Braille and audio tape. Please ask us for this leaflet in an alternative format if you need it.**