

# Mortgage Declaration

(This and the following 5 pages are to be scanned and returned by Intermediary)



First Applicant

Second Applicant

Account Number

## Intermediary

I/We have provided a "Non Advised Service" for this application

I/we have provided an "Advised Service" for this application

I declare that, in relation to the evidence of identity and address verification:

- a) I have seen the original documents;
- b) any documents bearing a signature were pre-signed; and
- c) any documents bearing a photograph bore a good likeness.

Broker fee to be charged to the applicant\*  £

Payable on (please tick)  Application  Completion

Refundable if does not proceed?  Yes  No

Name of Beneficiary of Fee

\*the fee you will be charging must be disclosed to Skipton International. Skipton will be unable to issue a Mortgage Offer Letter without the fee being disclosed here. If no fee is being charged to the client please enter "0".

Name of Intermediary

Company

Contact Number

E-mail address

Signature of Intermediary

Date

## DECLARATION – to be signed by all applicants

Thank you for applying for a mortgage with Skipton International Limited – please read the following declaration before signing.

I apply for a loan, which I understand will be secured on my property, on the basis of the information I have supplied.

I understand that Skipton International Limited may at any time transfer or otherwise dispose of the benefit of any loan, mortgage or any other security for the loan to any third party, whether or not a building society or associated body of a building society, without any further reference to me.

I declare that:

- I DO NOT intend that either I or a connected party (e.g. Applicant, Spouse, Civil Partner, Parent, Grand parents, Sibling, Child or Grand Child) reside in the Property either on completion or at any time in the future.
- I am over 18 years of age;
- there are no existing loans or mortgages in my name with Skipton International Limited or any other lender other than declared on the application;
- I have never been convicted of any criminal offence nor is any prosecution pending, excluding motoring or "spent" offences by virtue of the Rehabilitation of Offenders (Bailiwick of Guernsey) Law 2002 or equivalent in any jurisdiction;
- any person interested now or in the future in the loan may rely upon the truth and accuracy of the information given and in any supporting documentation or information supplied by me;
- if any of the information I have given changes before the mortgage is completed, I shall advise Skipton International Limited immediately;
- I accept any Application Fee is only refundable at the discretion of Skipton International Limited;
- I confirm I will not be in breach by submitting this application and subsequently completing a mortgage of any Laws or Financial Regulation's in my country of residence or citizenship.

I understand that where the term takes me to beyond retirement age it is my responsibility to ensure I have sufficient funds to maintain payments to the end of the term. I understand a Tariff of Charges is available on request.

I understand that my Loan Offer and any other communications from Skipton International Limited may be sent to me/us by electronic means, including without limitation by electronic mail to an address provided to Skipton International Limited, which may or may not be sent by an encrypted method. I further understand that any commitment given by me/us including without limitation by electronic mail or in a document or scanned image attached to or included within an electronic communication will be binding, including any scanned image of the Loan Offer (or other documents) bearing my/our signature(s).

I understand a Tariff of Charges is available on request.

## APPLICATION COSTS AND SURVEYOR'S REPORT AND VALUATION

I acknowledge that, Skipton International Limited reserves the right to reject my application without giving any reason.

I understand that when appropriate Skipton International will need to obtain a surveyor's report on the property offered as security at my expense. I accept that in the event of the facility not proceeding to completion for whatever reason, I will be solely responsible for all legal, survey and other costs of whatever nature incurred by Skipton International Limited or its adviser in connection herewith.

\*Skipton International Limited is not an agent of the Valuer or firm of Valuers and I am making no agreement with the Valuer. I understand that neither Skipton International Limited nor the Valuer will warrant, represent or give any assurance to me that the statements, conclusions and opinions expressed or implied in the Report and Valuation will be accurate and valid and the Valuer's Report will be supplied without any acceptance of responsibility to me on the part of the Valuer or the Bank, even if the Valuer is negligent in relation to the Report. I understand that the Report is a valuation for mortgage purposes only and is not a full survey."

## VALIDITY OF THE APPLICATION

This application is valid for 3 months from the date it is signed, after this time a new application and full supporting documentation and appropriate applicant fee (as noted in Skipton International's Tariff of Charges) will be required; all new submissions will be reviewed under Skipton International's mortgage criteria at that time.

## YOUR PERSONAL DATA

### The Data Protection (Bailiwick of Guernsey) Law, 2017

We are committed to protecting your privacy and keeping your personal information secure. Skipton will only request personal information that is necessary for us to process and maintain your mortgage with us.

The Data Protection (Bailiwick of Guernsey) Law, 2017 gives individuals certain rights over their personal data and defines the rules for how a data controller, such as Skipton International, are allowed to process personal information. It also states that those who record and process personal information must be open and honest in how that information is used.

The full Skipton International Privacy Policy can be found online at [www.skiptoninternational.com](http://www.skiptoninternational.com) and will also be issued alongside the terms and conditions for all new mortgage customers.

## Lawfulness of Data Processing

The Data Protection Law only allows us to use (or process) your personal information if we have a proper reason for doing so. We must have one or more of the following reasons:

- In order to fulfil our contractual obligations to you, or
- if it is a legal obligation, or
- if you consent to it, or
- if it is in our legitimate interest to do so

A legitimate interest means that we have a business reason for using your information that does not treat you unfairly or have a negative impact upon you. If we ever do rely on or legitimate interest to process your personal information we will always advise you of what we are doing.

## Collecting Personal Information

The information that we collect about you may come from both yourself and some other sources as listed in the full Privacy Policy.

## Sharing Personal Information

We may share personal information with other affiliates of Skipton Building Society, third party review sites for service monitoring (currently Feefo) and some other organisations as listed in the full Privacy Policy.

Data is not transferred out of the European Economic Area (EEA) or Guernsey/Jersey.

## Personal Data Rights

Under the Data Protection (Bailiwick of Guernsey) Law, 2017 individuals have specific rights over how companies use their personal data. Please see the full Skipton International Privacy Policy for details of these personal data rights and how Skipton meet these requirements.

We may occasionally send information via post to existing customers that contains details of Skipton products including new interest rate options. We believe it is within our legitimate interests to do so and that it is in your interests to be made aware of new products that could be of benefit to you. However, you can request that you are not contacted for this purpose when signing the offer letter or at any other time by

submitting a request in writing, by email to 'opt-out@skiptoninternational.com' or by contacting our friendly Customer Services team on (+)44 1481 730730.

As a mortgage applicant Skipton International Limited may process the information contained in my application form and about my account in the following ways:

- passing the surveyor's report to any other firm of valuers or surveyors if any further inspection or re-valuation is required at any time;
- using particulars in the application, any supporting documents or information whether relating to the property or not, the mortgage and conduct of the mortgage account and any information or documentation involving me or the property (if this ever includes "special category" data your explicit consent will be obtained) for initial and ongoing credit assessment purposes and in connection with the taking out of the mortgage, operation and statistical analysis of my mortgage account and to the passing of this information to Skipton International Limited's agents and third party processors if this is necessary for any of these purposes. Skipton International Limited may also pass the same to any transferee, potential transferee, guarantor, potential guarantor of the mortgage or their legal or mortgage intermediary;
- referring to my employers or accountants for confirmation of income;
- passing any details relating to the mortgage application up to and including completion of the loan to any mortgage intermediary who introduced my application to Skipton International Limited;
- information about the mortgage, including the purpose of the loan, its amount, any sums secured, the interest rate, the term of the loan and the repayment details may be passed on to Skipton International's legal advisers;
- information on undisputed personal debts which are in default and where no satisfactory proposals for repayment have been received by Skipton International Limited following formal demand, being passed to a credit reference agency;
- Mortgage repayment information is passed to a credit reference agency on a monthly basis;
- disclosure to regulatory bodies for the purpose of monitoring compliance with any regulatory rules, and to the Channel Islands Financial Ombudsman for the purpose of complaints investigation;
- to make enquires of authorised referees and licenced credit reference agencies who will supply Skipton with credit information, as well as Information from the Electoral Register. The agencies will record details of the search whether or not this application proceeds. Skipton may also make periodic searches of group records, credit reference agencies and fraud prevention agencies to manage my account and carry out ongoing credit risk assessment and statistical analysis of the performance of my account. These further searches will not be seen or used by other lenders to assess my ability to obtain credit. Credit searches and other information which is provided to Skipton and/or the credit reference agencies, about me and those with whom I am linked financially may be used for debt tracing and the prevention of money laundering as well as the management of my account.
- to prevent or detect fraud or to assist in verifying my identity, Skipton International Limited may make searches of Skipton Group records and at fraud prevention agencies who will supply information. Skipton International Limited may also pass information to financial and other organisations involved in fraud prevention to protect it and its customers from theft and fraud. Skipton International Limited, Skipton Building Society Group, and other companies may use this information if decisions are made about me or others at my address(es) on credit or credit-related services or motor, household, credit, life or any other insurance facilities. It may also be used for tracing and claims assessment;
- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering;
- Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to the Compliance Department, PO Box 509, Tudor House, The Bodge, St Peter Port, Guernsey, GY1 6DS, or from [www.skiptoninternational.com](http://www.skiptoninternational.com).
- using my information to help develop and improve the products and services offered to me and other customers. Skipton International Limited may also share information with other companies within the Skipton Group as detailed in our Privacy Policy to help provide me with a high standard of service

I understand that:

- information held about me by the Credit Reference Agencies may already be linked to records relating to one or more of my partners. For the purposes of this application we may be treated as financially linked and my application will be assessed with reference to any "associated" records of my partners. By stating a financial association with another party, I also declare that Skipton International Limited is entitled to disclose information about my joint applicant and/or anyone else referred to by me; and search, link and/or record information at credit reference agencies about me and/or anyone else referred to by me;
- an "association" between joint applicants and/or any individual identified as my financial partner, will be created at credit reference agencies, which will link our financial records. I and anyone else with whom I have a financial link understand that each other's information will be taken into account in all future applications by either or both of us. This linking will continue until one of us successfully files a "disassociation" at the credit reference agencies.

## DATA PROTECTION NOTICE

For the purposes of the Data Protection (Bailiwick of Guernsey) Law 2017 Skipton International Limited will be the data controller responsible for the processing of your data in relation to your mortgage application, the ongoing operation of your mortgage account (if your application is

approved), assessment of the performance of your account and after redemption of the mortgage for statutory, regulatory, accounting, auditing or other lawful requirements. We may also use your information to develop products and services that may be of interest to you in the future.

We will retain your data for 7 years after the date of mortgage redemption for one of the following reasons:

- In order to show that we have treated you fairly.
- In order to respond to any questions or complaints.
- In order to maintain records to comply with rules applicable to us.

After this time we will erase your personal data from our core banking systems. However, data will remain on our secure, restricted access back-ups for up to 6 years due to the technical difficulties of deletion from these systems and the other associated risks involved with this process. We have deemed this to be within our legitimate interests.

Your data may include "special category" data. The Law defines "special category data" as information about your race, ethnic origin, politics, religion, trade union membership, genetics, biometrics (where used for ID purposes), health, sex life, sexual orientation or criminal data.

## DATA ACCESS

I understand that:

- with limited exceptions I can request in writing or via email to dsars@skiptoninternational.com details which are held about me by Skipton International Limited and where necessary rectify the information that is held about me. Skipton International have 30 days to respond to these requests;
- I have the right of access to my personal records held by credit and fraud agencies. Skipton International Limited will supply their names and addresses upon request.

I confirm that I have read all answers including those completed in other than my own handwriting and confirm that all answers are correct and complete. To the best of my knowledge I believe the statements in these Declarations are true and correct.

## Signature and Authority to obtain references/information and process data

**Please ensure you have carefully read all the above declarations before signing below.**

It is important that you read and understand the section entitled "Your Personal Data". By signing this application, you agree that we can use your information as described. I hereby authorise and request you to provide Skipton International Limited with any information they may require.

### Signature(s) of applicant(s):

Do not forget to complete the Direct Debit Mandate at the end of this form.

**First Applicant/Guarantor/Underlying Client**

Date

**Second Applicant/Guarantor/Underlying Client**

Date

**Please sign in accordance with your passport.**

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

