

## Section R – Declaration and consent

I (each of us if more than one is applying) understand that the information given on this form and given during normal operation of my mortgage will be retained by the Society (the Data Controller) on computer and other records, for the administration of the mortgage for which I am applying, and specifically in the following ways:

1. To use the information obtained on this application form for purposes of underwriting this mortgage. This includes disclosure of relevant information; to the Valuer and Solicitor, so they can carry out the Society's requirements and their functions; to employers, landlords, lenders, bankers, accountants, benefits agencies, HMRC and any other third party the Society reasonably needs to contact for a reference; and to second and subsequent charge holders to postpone that charge where applicable.
  2. Law Enforcement Agencies may access and use this information.
  3. To make enquiries of licensed Credit Reference Agencies (CRAs) (including Equifax Europe (UK) Ltd, and Experian UK Ltd) for credit assessment purposes. Such agencies will keep a record of the search.
  4. The Society is required to release payment information (positive or negative) on a monthly basis in order to obtain reciprocal data. CRA data might be used for debt tracing and recovery.
  5. The Society may allow access to our records to third party processors where there is a legitimate business need (i.e. to transmit and collect money, investigate complaints, process applications, distribute statements and rate change notices, resolve IT issues, develop and test new software) and where the Society has an agreement from the third party processors that they will comply with all the requirements of the relevant data protection legislation.
  6. The Society may disclose information relating to the conduct of my mortgage account to any third party providing additional security for my mortgage.
  7. To inform 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. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in our Privacy Notice on our website or by contacting us.
  8. To register details of repossessions with the CML's Possessions Register (if applicable), which is held by CRAs.
  9. The Society may disclose my personal information to a third party insurer if we require a mortgage indemnity guarantee. The information I have provided will be passed to the insurer (including any affiliate, subsidiary or parent undertaking of the insurer and any independent service provider) details of whom will be provided freely on request.
  10. To retain this form, copies of identification, supporting underwriting documents (including references and statements), information relating to transactions on the account, and correspondence. This information will be retained throughout the term of the mortgage to maintain my account and deal with enquiries; and for at least seven years after the mortgage redeems, for evidential purposes.
  11. The Society's Regulators carry out routine audits for customer protection. The Society's Auditors may require access to personal records during their enquiries. The Society might be required to disclose my personal information including sensitive personal data such as criminal convictions. By signing this declaration, I am giving consent to such disclosures.
  12. To provide the services I request; deal with the enquiries I make or authorise to be made; and to contact me regarding my account.
  13. To develop the services we offer; provide statistical and business analysis; and produce management reports.
- property of the Society and there will be no guarantee that the contents of the report are accurate, or adequate for the purpose of deciding whether or not to purchase the property. The Society strongly recommends that I request a more detailed report and the Society gives no warranty, representation or assurance in respect of the report.
8. Any retention figure in the valuation report cannot be relied upon as an indication of the cost of necessary repairs.
  9. Where this application is being submitted by an Intermediary, that Intermediary is acting on my behalf and not on behalf of the Society. The Society might provide a fee to the Intermediary for introducing the mortgage.
  10. Before issuing a mortgage offer, the Society will undertake an appraisal of my circumstances in order to satisfy itself of my ability to repay the loan. The society may withdraw, revise or cancel any binding offer if there has been a material change in the circumstances surrounding the loan. This could include a change to my employment, or change affecting the title, condition or value of the property. Please see our Conditions and Explanations brochure for more details.
  11. Where applicable, my Solicitor will disclose to the Society, at the Society's request, all information relevant to the Society's decision to lend. I waive any right to claim Solicitor/client confidentiality or legal privilege in respect of such information. I am responsible for any Solicitor's fees and other expenses incurred even if the mortgage does not proceed to completion.
  12. The Society has my authority to obtain a redemption statement including all costs and charges from my existing Lender.
  13. The Society has my authority to obtain the title deeds of my property from wherever the title deeds are currently held (e.g. Existing Lender, bank, and Solicitor). The title deeds will be held to the order of any existing charge holder pending redemption of the charge(s).
  14. It is my responsibility to take out appropriate life assurance, general insurance and where the loan is interest only, have suitable means of repaying the mortgage.
  15. I will, on completion of the advance, be bound by the Society's Rules and Mortgage Conditions and Explanations.
  16. Where additional security is required, I understand that it is for the Society's benefit only and both the Society and the Insurer can seek payment from me for any loss incurred. The Society discloses information on any arrears that accrue to the insurer. I understand that where there is a Higher Lending Charge, this may be deducted from the advance.
  17. The Society may add any unpaid fees to the mortgage if I have been notified they are due and have not paid them.
  18. Where the Society has been asked to consider a Guarantor(s) in support of my application, I give consent to the disclosure of all confidential information relating to my mortgage account to the persons giving the guarantee or their legal adviser.
  19. Where the Society is taking third party collateral as security in support of this mortgage, I give consent to the disclosure of all confidential information relating to this mortgage account to the persons providing the collateral security or their legal adviser.
  20. If I am applying with another person jointly, a financial association will be created at the Credit Reference Agency (CRA) and will continue to be taken into account in future credit searches for either or both of us until they are notified otherwise of a disassociation.
  21. Any negative information reported by the Society may impair my ability to obtain future credit.
  22. If you wish to receive information about our products and services from us please tick the relevant box as to how you'd like to receive the communication:  
 Telephone  
 Letter  
 Email – please provide an email address \_\_\_\_\_  
 You can opt out at any time by telephoning 01225 423271, emailing us at mortgageadmin@bibs.co.uk, or by writing to us at Bath Building Society, Mortgages Department, 15 Queen Square, Bath BA1 2HN. Telephone calls may be recorded to help the Society to maintain high standards of service delivery.
  23. I have received a copy of the Society's short Privacy Notice and am aware that the full version is available at [www.bathbuildingsociety.co.uk](http://www.bathbuildingsociety.co.uk) or on request.

### Key information elements

- a) In order to prevent or detect fraud, the information provided in the application will be shared with fraud prevention agencies;
- b) If false or inaccurate information is provided and fraud identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering;
- c) Law enforcement and government agencies may access and use this information to prevent fraud and money laundering;
- d) All the information you provide must be accurate and up to date;
- e) Searches will be made for similar applications made by you to other lenders and, if fraud is suspected, other relevant details will be shared with those lenders;
- f) This information may be used by other entities to prevent fraud and money laundering, for example, when:
  - a. Making financial or credit-related decisions about you
  - b. Managing credit and credit related accounts or facilities
  - c. Checking details on proposals and claims for all types of insurance
  - d. Checking details of job applicants and employees
- g) You can find out which fraud prevention agencies are used by the Society by contacting us on 01225 475719 or by email at [mortgages@bibs.co.uk](mailto:mortgages@bibs.co.uk);
- h) All individuals have the right to access their personal data held by the Society.

I (each of us if more than one is applying) understand and agree that:

1. I have received a Mortgage Illustration and I am aware that full information about Bath Building Society mortgages is available at [www.bathbuildingsociety.co.uk/mortgages](http://www.bathbuildingsociety.co.uk/mortgages)
2. The information provided in this application is correct, complete, and contains all material facts relevant to my application. Where someone has filled in this form on my behalf, I confirm that I have checked and agree with the answers given. Specifically, my income, my age and my loans are as stated in this application; any refusal for a loan, arrears of more than one month, County Court Judgements, Sheriff Court Decrees, Debt Relief Orders, Debt Payment Programme, arrangements with creditors or bankruptcy or sequestration have been declared herein.
3. I must notify the Society immediately of any change in circumstances, change in information set out in this application or any proposed change to the occupants of the property aged 17 or over.
4. I am not connected with a Director of the Society (delete this statement if you are so connected).
5. Monies paid to the credit of the mortgage will be paid on behalf of all applicants jointly.
6. The Society may choose not to refund any valuation fee paid in respect of this application to cover costs incurred.
7. The Society's standard valuation report is limited and is for the Society's use only. The Society might supply a copy of the report to me, but the report will remain the

## All Applicants including Guarantors to sign

Guarantors are strongly advised to obtain legal advice from a Solicitor independent of the Borrower(s) and the Society.

Signature

Print name

Date

Signature

Print name

Date

Signature

Print name

Date

Signature

Print name

Date