

## DECLARATION

- 1. I/We the applicant(s) for mortgage hereby make an application to Progressive Building Society (the Lender) for an Advance upon the security of the property described in this online mortgage application and in accordance with the Society's Rules and Mortgage Conditions;
- 2. I am/We are 18 years of age or over and have not applied for a mortgage nor have been refused a mortgage on this property either with Progressive Building Society or another lending institution;
- 3. The information given in this application is true and complete to the best of my/our knowledge and shall form the basis of any advance, which, at the discretion of the Society, may be made. It is a criminal offence to knowingly supply false information to obtain a loan;
- 4. I/We understand that the rate of interest and monthly payment of any loan granted may vary from time to time;
- 5. I/We understand that I/we cannot let the property without the written consent of Progressive Building Society;
- 6. The Lender shall be entitled to transfer, assign or otherwise dispose of the benefits of any mortgage entered into pursuant to this application together with the benefit of any charge over any life assurance policy and other related security thereto without my/our previous consent;
- 7. I/We understand that I/we cannot enter into any further charges over the property prior to or after completion without the written consent of Progressive Building Society;
- 8. I/We understand that the mortgage advance now applied for may attract a Higher Lending Charge, payable either before drawdown of the mortgage advance or debited to the mortgage account if the amount of the mortgage advance exceeds the Lender's current threshold level for the charging of this fee. The Higher Lending Charge, if charged, is based on the amount of the mortgage advance as a percentage of the lower of the purchase price or the independent valuation of the property, as established by the valuer employed by the Lender;
- 9. I/We understand that once drawdown of the mortgage advance has taken place, this Higher Lending Charge is non-refundable in any circumstances and may be retained by the Lender or used in whole or in part to arrange Mortgage Indemnity Guarantee Insurance. I/We understand that such insurance, if taken out, will offer no protection to me/us if the property is subsequently taken into possession by the Lender and sold for less than the amount I/We owe;
- 10. I/We understand that if a claim is paid to the Lender under such insurance, the insurers have the right to recover this amount from me/us within 6 years of the date of possession.
- 11. I/We understand that if at some future date Additional Borrowing is applied for on the security of the same property, I/we may be required to pay a Higher Lending Charge also, and the totals of the amount of this advance then owing and the Additional Borrowing applied for will be used to establish if the Lender's then current threshold has been exceeded;
- 12. I/We understand that, if necessary, this application form may be a proposal by me/us to an insurance company and that any information required by the insurance company may be given by the Lender;
- 13. Unless otherwise stated, I/we understand and agree to the arrangement for insurance on the property and that any information required by the insurance company may be given by the Lender;
- 14. I/We understand that all payments made in respect of any mortgage granted are for and on behalf of all applicants previously described regardless of the originator of such payments;
- 15. Unless otherwise stated by me/us, all existing loans and mortgages from whatever lending source have been conducted in a satisfactory manner and are currently up to date;
- 16. I/We understand that any misrepresentation or mis-statements in or omission from information given by me/us may result in the Lender demanding immediate repayment of the loan and enforcing its right under the mortgage;
- 17. I/We understand that no warranty, representation or assurance is given by Progressive Building Society that the statements, comments or conclusions expressed or implied in any Valuation Report are accurate or reliable and I/we agree that neither the Progressive Building Society nor any Valuer appointed by them has any responsibility to me/us or any other person as to the value, state or conditions of the property;
  - I/We further declare and agree that any valuation or other report prepared for the Lender is not a structural survey and that it is in my/our best interest to obtain a full structural survey of the property prior to entering into any commitment to purchase it.
  - I/We have read the section headed 'valuation';
  - I/We have been advised to obtain a fuller inspection and report and NOT to rely on the Valuation Report when deciding whether
    or not to proceed.

- I/We understand that if I/we do not request a fuller inspection and report for my/our purposes, I/we accept the risk that the property may suffer from serious defects and that the report may contain significant inaccuracies or omissions or may be inadequate for my/our purposes;
- I/We understand and agree that the Lender and the Valuer accept no responsibility for the contents or adequacy of the report made to the Lender even if the Valuer is at fault in this inspection or report.
- 18. Where an arrangement or other fee is paid to secure funds under a limited issue product, then the fee paid is not refundable unless otherwise stated:
- 19. The offer or making of an advance does not imply any warranty by the Lender, either that the purchase price of the property is reasonable or that the property is in a reasonable state of repair or of sound construction;
- 20. The Society reserves the right to vary or withdraw an offer of mortgage at any time before completion if special conditions are not met or in certain circumstances. Should the Society issue an offer of mortgage the details of these conditions and circumstances in which an offer can be withdrawn will be stated in the Society's offer documentation.
- 21. I/We understand that the Society is not responsible for any advice or recommendation in connection with the selling of this mortgage which has been given by any third party and that the Society does not give advice in connection with any repayment vehicle used to repay the mortgage advance;
- 22. I/We agree that Progressive Building Society may hold all information obtained on computer or manually and may process or disclose that information to, administer and maintain our records, to ensure that the service offered continues to be appropriate for my/our needs, to respond to any queries in connection with my/our account, to update it's systems for enhanced service provision to me/us, disclose information about me/us to the Society's legal representatives for the purpose of collecting my/our debts to the Society, use the information for the purposes of research and response to formal requests, disclose information in response to legislative/court orders, for making lending decisions, for tracing debtors, and for the prevention of fraud;
- 23. I/We agree that the Society is authorised to take up references from my/our employers, existing mortgage lenders, landlords, accountants, bankers and may make other enquiries considered necessary about the application. I/We agree that the Society may search the files of a credit reference agency, which will keep a record of that search. Details of how I/we conduct my/our account may also be disclosed to the credit reference agency. I/We note that a record of any searches will remain on credit reference agency files. I/We agree that any costs incurred will be my/our responsibility;
- 24. The Society may disclose any information to any third party, including a licensed credit reference agency. This information may be used by other lenders in assessing applications from me/us for occasional debt tracing and fraud prevention;
- 25. I/We agree that the Society may do a search to verify my/our identity. We will undertake a search with Experian for this purpose.

  This involves checking the details I/we supply against those held on any database Experian, the credit reference agency, has access to. This includes information on the Electoral Register and fraud prevention agencies. Experian will supply us with information, including information from the Electoral Register, for the purpose of verifying your identity. If we cannot check your identity from the information you provide then we will require you to provide additional items of documentation as proof of your identity. Further information on the Experian search and a list of acceptable documents of identification can be found in our 'Proving Your Identity' document which is available on our website. A record of the search will be retained and it may be used to help other companies verify identity. This information may also be used for the prevention of money laundering. The Society may also use scoring methods to verify identity. The Society may also pass information to financial and other organisations involved in fraud prevention to protect itself and its customers from theft and fraud. If I/we give false or inaccurate information and the Society suspects fraud, it may be recorded and the Society may share this information with other organisations;
- 26. Where I/We borrow on the account, the Society may give details of the account and how you conduct the account to licensed credit reference agencies on a regular basis including, in certain circumstances, details of non-payment;
- 27. I/We also agree that the Society may from time to time carry out an additional credit search for account management purposes;
- 28. I/We understand that where there is an association between joint applicants and/or any individual identified as my/our financial partner(s), this association will link mine/our financial records. This linking will continue until I/we successfully file a "disassociation" at the credit reference agencies;
- 30. By checking the box confirming I/we have read and understand all the points covered in this declaration, I/we agree that the Society may use my/our information in the way outlined above.

The Society recommends that Guarantor(s) take independent legal advice to ensure that the commitment and consequences of giving a guarantee are fully understood. Guarantor(s) should also sign the Society's Guarantee Certificate.

## Warning

Your home may be repossessed if you do not keep up repayments on your mortgage. Think carefully before securing other debts against your home. If you have an interest only mortgage it is your responsibility to ensure that there is an acceptable source of funds or an adequate repayment strategy in place for repaying the capital at the end of the Mortgage term. It is important to check regularly that your source of funds or repayment strategy is on track to repay the capital at the end of the mortgage term.