

# Declaration and Consent

1. I/We agree that Southern Pacific Mortgage Limited (SPML) may assign or transfer its rights, benefits and obligations, in respect of any loan it may make to me/us, to another person, body or mortgage lending institute (lender). Reference in the following to SPML includes any such other lender, and SPML's and their respective successors and assigns and persons deriving title through it whether in equity or in law.
2. I/We understand that SPML reserves the right to revalue the property at any time after completion of the mortgage and, if necessary, reschedule the loan accordingly.
3. I/We understand that SPML's willingness to make an advance does not imply any representation about the value or condition of the property. I/We understand that SPML's valuation is not carried out for my/our benefit and confirm that I/we have not relied on it.
4. If any of the information in this form changes prior to the making of the advance I/we will notify SPML in writing and will not take up the advance unless SPML has previously consented in writing.
5. I/We confirm that the declarations contained in this application form shall continue in full force and effect notwithstanding the completion of any mortgage.
6. I/We understand that the introducers in this application are not the agents of SPML.
7. I/We authorise SPML and its agents to make such enquiries in connection with this application as it considers necessary. This includes making enquiries of my/our previous and present employers, lenders, landlords, accountants, bankers, tax office and insurance company. I/we hereby authorise such persons to provide this information to SPML.
8. I/We have received and read the Initial Disclosure Document (IDD) and the Key Facts Illustration (KFI) provided to me by my mortgage intermediary in respect of this mortgage application
9. I/We authorise SPML to make searches about me/us at credit reference agencies who will supply SPML 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. SPML may use credit-scoring methods to assess this application and to verify my/our identity. Credit searches and other information which is provided to SPML and/or the credit reference agencies, about me/us and those with whom I/we are linked financially may be used by SPML and other companies if credit decisions are made about me/us. This information may also be used for debt tracing and the prevention of money laundering as well as the management of my/our account.
10. I/We authorise SPML to make such enquiries as it considers necessary in relation to my/our application. To prevent or detect fraud, or to assist in verifying your identity, SPML may make searches of SPML group records and at fraud prevention agencies who will supply SPML with information. Any information I/we provide may be held by SPML in its computer records and may be shared within SPML, and passed to financial and other organisations involved in fraud prevention, including National Hunter, to protect SPML and SPML's customers from theft and fraud. This information may be made available to other mortgage lenders where this is done in the interest of fraud prevention. If I/we give SPML false or inaccurate information and SPML has reasonable suspicion of fraud, SPML will record this. SPML, members of the SPML group, and other companies may use this information if decisions are made about me/us or others at my/our 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.
11. I/We are also declaring that I/we are entitled to disclose information about my/our joint applicant and/or anyone else referred to by me/us and authorise SPML to search, link and/or record information at credit reference agencies about me/us and/or anyone else referred to by me/us. By stating a financial association with another party and signing this declaration I am consenting to this.
12. Information held about me/us by the Credit Reference Agencies may already be linked to records relating to one or more of my/our partners. For the purposes of this application I/we accept that I/we may be treated as financially linked and my/our application will be assessed with reference to any "associated" records. By signing this declaration I am consenting to this.
13. I/we understand that you will record details of this application at credit reference agencies, whether or not this application proceeds. An "association" will therefore be created at credit reference agencies which will link our financial records. I/We understand that our associates' information will be taken into account unless I/we instruct otherwise. If either of us applies for access to information held at credit reference agencies, the applicant will receive only information relating to him/herself and the names of any associate(s). By signing this declaration I am consenting to this.
14. I/We agree that where I/we borrow or may borrow from SPML, SPML may give details of my/our account and how I/we manage it to credit reference agencies. If I/we borrow and do not repay in full and on time, SPML may tell credit reference agencies who will record the outstanding debt.
15. SPML has the right of access to your personal records held by credit and fraud agencies. SPML will supply their names and addresses upon request.
16. I/We understand that you will pass the information on this form and about any incident I/We may give details of to IDS Ltd so that they can make it available to other insurers. I/We also understand that, in response to any searches you may make in connection with this application or any incident, I/We have given details of, IDS Ltd may pass you information it has received from any other insurers about other incidents involving anyone insured under the policy. I/We understand that SPML may record and monitor phone calls for training and security purposes and SPML may retain notes of any conversation relating to my/our mortgage account.
17. I/We authorise SPML to disclose information relating to this application and any agreement entered into as a result of this application to all persons in the limited circumstances where such disclosure is necessary, including my/our insurers and SPML's insurers (if any), the mortgage broker, valuer or solicitor, or other agent who introduced me/us, any sub-contractors and agents of SPML and any lender for whom SPML may be acting as agent and any other person having a legal right to the information. I/We understand that SPML will keep this information confidential and it will only be shown to other parties in limited circumstances, namely; if it has to do so by law; it is in the public interest or SPML's interest to do so; the recipient is another member of SPML's group; or if I/We have given my/our permission.
18. I/We agree that SPML may search the files of credit reference agencies and the Council of Mortgage Lenders Possessions Register which will keep a record of the search. Details of how I/we conduct the account (including any repossession of the property and any arrears) may be disclosed to these agencies. This information may be used by other lenders in assessing applications from me/us and members of my/our household and for occasional debt tracing and fraud prevention.
19. By ticking this box I/we agree that information about me/us and my/our account may be used by SPML and other companies within the same group as SPML and other third parties to select products and services of SPML and third parties which they believe I/we may be interested in. The details of such products and services may be communicated to me/us by post, telephone or email. **(If you do not wish to be contacted or if you do not wish information to be passed on to other companies, please DO NOT tick this box).**  
I agree to the above [TICK BOX]
20. I/We acknowledge that SPML is entitled to make such arrangements as it thinks fit with third parties to protect itself against any failure by me/us to pay the mortgage loan, and that any such arrangements will be for SPML's benefit and not mine/ours. I/we further acknowledge that SPML may pass to such third parties any information contained in this application and this application itself together with any relevant supporting documentation.
21. I/We acknowledge that SPML and its successors and assigns and persons deriving title from it whether in equity or in law may in due course raise finance on any mortgage it may make to me/us and may:
  - a) transfer, assign or otherwise dispose of the rights, benefits and obligations of such mortgage together with the charge and policies of life assurance and other related security it holds;
  - b) enter into any contractual arrangements relating to the funding of such mortgage with any person or lender;
  - c) pass any information contained in this application and any supporting documentation which may hereafter be provided or any other information relating to the Property, the Mortgage, the security for the Mortgage or the history and conduct of my/our account to any interested or potentially interested person or lender, who may rely upon the truth and accuracy of the information contained in this application.
22. I/We agree that SPML may store the information I/we have provided to it on computer or in other records. I/We acknowledge that SPML will only use this information for purposes registered under the Data Protection Act 1998 and that I/We may request in writing a copy of the details SPML holds about me/us and shall be supplied with such details upon a written request to the Data Protection Manager at SPML (1 Broadgate, London EC2M 2SP) together with the payment to SPML of a £10 fee.
23. By signing this application, I/we agree that SPML can use my/our information in the ways described above.
24. I/We certify that the statements and particulars given above and all the information in this form are true and complete and understand that these will form the basis of any mortgage offer.
25. I/We understand that SPML may record telephone calls and retain notes of any conversation relating to my/our mortgage account.

**WARNING: Make sure you can afford your mortgage if your income falls.**

Signed by First Applicant \_\_\_\_\_ Signed by Second Applicant \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Your home may be repossessed if you do not keep up repayments on your mortgage.**

The lender for this mortgage is Southern Pacific Mortgage Limited. Southern Pacific Mortgage Limited is Authorised and Regulated by the Financial Services Authority.