

Application Declaration

Name

Address

Please read carefully and confirm acceptance with your signature.

I / we declare and agree that:

Credit decisions and also the prevention of fraud and money laundering

1. Victoria Mortgage Funding Limited (you) (VMF) may use credit and fraud prevention agencies to help you make decisions. I / We agree to the use of my / our information by you, credit reference agencies or fraud prevention agencies as explained to me / us in the leaflet called: 'A Guide to the use of your personal data by Victoria Mortgage Funding Limited and Credit Reference Agencies.';
2. I / We have received a copy of the leaflet title 'A Guide to the use of your personal data by Victoria Mortgage Funding Limited and Credit Reference Agencies.';

Marketing

3. The information you hold about me / us may be used by you and other companies within your group or organisations that you have carefully selected for marketing purposes (other than the passing of information to Legal and General Insurance Company which is dealt with in clauses 5 to 9 below) and you or them may contact me / us to provide me / us with information about our / their services and products, unless indicated otherwise by me / us immediately below:

I / We do not wish to receive marketing information:

Alternatively, you can write to the Data Protection Officer at Victoria Mortgage Funding Limited at any time, quoting your mortgage account number;

4. I / We understand that you will periodically remind me / us that I / we can request not to have marketing information sent to me/us;

Household Insurance

5. I / We will be required to have adequate Buildings Insurance Cover in place on or before completion of the mortgage;

6. Victoria Mortgage Funding Limited have an arrangement with Legal & General Insurance Limited (L&GI) for the provision of household insurance for all of our customers. I / We consent to you arranging for L&GI to contact me / us with regard to my / our property insurance requirements and if acceptable provide me / us with a Home Insurance quotation, unless indicated otherwise by me / us immediately below,

I / We do not require L&GI to contact me / us with regards to a Home Insurance quotation.

7. I / We consent to information provided in this application and by your surveyor in the mortgage valuation being forwarded to L&GI, to assist them with producing a Home Insurance quotation for me / us, unless I / we have requested otherwise in clause 6;

8. I / We understand that Victoria Mortgage Funding Limited is authorised and regulated by the Financial Services Authority and that it acts as an introducer of insurance business to Legal & General Insurance Company (L&GI).

I / We understand that L&GI is not part of Victoria Mortgage Funding Limited and that you do not charge any fees for introductions to L&GI;

9. I / We understand that I / we can make your own arrangements and use another insurance company but that you will make a charge to cover the costs of additional administration if I / we do so;

Other uses of your data

10. Where my / our information is passed to companies located outside the European Economic Area, you will ensure that you have an agreement in place, in which those companies give equivalent assurances relating to the processing of information as found in the Data Protection Act 1998. I / we consent to you disclosing my / our personal information in this way;

11. I / We accept that Victoria Mortgage Funding Limited is part of a group of companies and that information relating to this application and the administration of this application and any subsequent mortgage may be accessed by other members of the Victoria Mortgage Funding Group of companies or agents authorised by you to carry out any of the application or mortgage administration functions;

12. I / We understand that the Company may outsource the processing of my / our mortgage application and the administration of my / our mortgage account to a third party. I / we authorise the Company to give / send and receive information and personal data to / from any such third party for the purpose of processing my / our mortgage application or administering my / our mortgage account. I / we also consent to you disclosing information related to this application and my / our mortgage account to my / our mortgage intermediary, your surveyor, your regulators, your auditors or any person having a legal right to this information. I / we understand that this information may be sent / received verbally, in writing, via telephone, fax or electronic mail;

13. In reference to clause 26 & 27, I / we consent to you passing any information contained in the application form relating to the loan and any supporting documentation which may subsequently be provided or any other information or documents relating to the mortgage account, the property or the history and conduct of the mortgage account to any actual or potential transferee or other interested or contracting parties;

14. I / We consent to my / our telephone calls to you being recorded and monitored for security, quality and/or training purposes;

15. I / We understand that I / we may request a copy of the details that you hold about me / us by making a written request to the Data Protection Officer at Victoria Mortgage Funding Limited and that you are entitled to charge us a fee for this;

Other declarations

16. I am / We are 18 years of age and over;

17. The information I / we have provided in this application is true and accurate to the best of my / our knowledge and understand that it forms part of the terms of my / our mortgage;

18. I / We will notify you immediately if there are any changes to the information provided in this application prior to the making of a mortgage advance;

19. I / We have made all payments due under any existing or previous mortgage to which I / we have been a party and have been made as required by the lender (unless expressly stated otherwise on this application);

20. I / We accept that you may at any time withdraw, revise or cancel any mortgage offer with or without stating a reason at any time as specified in the mortgage conditions, including in the event that I / we have provided untrue or inaccurate information;

21. I / We authorise you to accept requests for information relating to this application from my / our mortgage intermediary / solicitor or any other agent authorised by me / us and to make all necessary enquiries to process this application at my / our cost;

22. I / We acknowledge that under any mortgage provided by you, I / we will not be able to let the property or obtain a further charge on the property unless I / we have received written consent from you beforehand;

23. I / We hereby authorise you to arrange a survey on the property for your benefit for the purposes of this mortgage application; I / we understand that the survey is for your own purposes and no liability whatsoever extends to you in respect of the value or condition of the property;

24. I / We understand and accept that it is my / our responsibility to satisfy myself / ourselves as to the structural soundness and condition of the property and are advised by you to seek confirmation via my/our own survey;

25. I / We accept that if a booking fee is paid for a specific mortgage product detailed on this application form it is non - refundable in the event that application for this product does not proceed, or the mortgage offer expires and cannot be transferred to any other product provided by you;

26. You may at any time (either in law or in equity) charge, dispose, assign or transfer any or all of our rights benefits and obligations under the mortgage and / or the mortgage debt to any person without first seeking my / our permission;

27. If you charge, dispose assign or transfer any or all of my / our rights benefits and obligations under the mortgage and/or the mortgage debt, my / our own rights, benefits and obligations under this mortgage will stay exactly the same and I / we will be bound to the person to whom you have so charged, disposed, assigned or transferred this mortgage and / or the mortgage debt;

28 I / We understand that it is my / our sole responsibility to arrange sufficient life insurance cover and / or mortgage payment protection insurance and / or a repayment mechanism throughout the term of any mortgage;

29. I / We understand that, if I / we have applied for an interest only mortgage, the balance of my / our mortgage will not reduce over the term of the mortgage and it will be my / our responsibility to repay the mortgage from other sources at the maturity of the mortgage;

30. I / We consent to you or your agents making enquiries of any person including my / our current and previous lenders, employers, landlords, bankers, accountant or tax office as you consider necessary in relation to the processing of this application and administration of our account;

31. My / Our solicitor may disclose to you any information relevant to Victoria Mortgage Funding Limited's decision to lend and I / we waive any right to claim solicitor / client confidentiality or legal privilege in respect of such information; and,

32. I / We have received and read the Key Facts Illustration (KFI) provided by _____
_____ (insert name of firm) in respect of this application;

Signed

Dated

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