Intermediary Mortgage

Buy-to-Let declaration

Newcastle Building Society

Newcastle
Building Society

Declaration and additional information

Important:

In order to progress your client's mortgage application please can you:

- Carefully read the following declaration and obtain dated signatures from your client(s). Alternatively, we can accept a signed declaration from our Data Capture form if this has already been obtained.
- Request that your client(s) fully complete the Direct Debit mandate form in the useful documents section of our website.
- Obtain all supporting information that we have requested following our initial assessment or that is applicable to your client(s) via our 'What to send form' in the useful documents section of our website.
- Please send all above documents to us via our Document Upload Service available within your case management system. This will ensure that the documents are sent securely and will be dealt with promptly.
- If you already have obtained some supporting information from your client(s) then please send these via our Document Upload Service immediately – this will assist your dedicated case owner during their initial assessment and will help us issue an offer to all parties as soon as possible.

Visit **www.newcastleforintermediaries.co.uk/support/documents-and-guides** to find our supporting documents.

This document contains the following:

Declaration – requires dated signatures from all applicants

Application number:

Customer name and address

Name:

Line 1:

Line 2:

Town/City:

Postcode:

Declarations

All applicants should read this declarations section carefully, as it contains important information that we require you to confirm you accept by signing where indicated. It also advises you of how the Society will use your personal information.

General

a. I/we are over the age of 18 years (or will be before the mortgage completes) and apply for a mortgage of this property in accordance with the Rules and Mortgage Conditions of the Society and declare that the information given shall form the basis of any mortgage that may be offered by me/us.

b. I/we confirm that I/we have not had a mortgage application refused in the last 3 years.

c. I/we agree to inform the Society immediately of any changes in the information given to the questions in this application concerning, the occupation of the property, or a material change in your financial circumstances, which occur before completion.

d. The Society reserves the right to decline an application where it has reasonable concerns over the integrity of the application.

e. I/we confirm that I/we will pay to the Society all sums due in respect of application charges (including any reference fees, reservation fees, arrangement fees, valuation fees and legal expenses) arising from this application, whether or not any mortgage offer is issued or completed. I/we also understand that the payment of any such fees shall not bind the Society to make any loan.

f. I/we have applied for the mortgage detailed within the "Property to be Mortgaged" section of the online application. The special terms of this mortgage scheme have been explained to me/us. I/we understand that these terms, amongst others, will be confirmed with the offer of advance made to me/us and will apply to the mortgage on completion.

g. Where I/we need a Guarantor(s) to provide a personal guarantee and a cash deposit in order to proceed with my/our application, I/we authorise the Society to provide to the Guarantor(s) a copy of my/our mortgage application form, the replies to the enquiries the Society makes to my/our employer(s), bankers, landlord or lender(s) and the credit information search results carried out against me/us.

<u>Section (h) below is for intermediary introduced applications only.</u>

h. I/we have been given information on the mortgage detailed within the "Property to be Mortgaged" section of the online application by the Intermediary. I/we understand that the Intermediary is not an agent of the Society.

Credit references and fraud prevention

i. The Society will use the information I/we have disclosed in my/our application, together with information provided by credit reference agencies to determine a credit score by automated means. My/our application may be rejected if the score returned does not meet the level accepted by the Society. Under the UK GDPR/Data Protection Act 2018 I/we are entitled, within 28 days of being notified of this decision to request the automated decision be reviewed by the Society.

j. I/we agree that in order to assess this application and to verify my/our identity the Society will make searches of its own Group records and those at credit reference agencies. The agencies will record details of the search which may be seen by other lenders whether or not this application proceeds. The agencies will supply the Society with both public (including the electoral register) and shared credit and fraud prevention information. Credit searches and other information which is provided to the Society and/or the credit reference agencies about me/us and those whom I/we are linked to financially may be used by the Society and other companies if credit decisions are made about me/us or other members of my/our household. This information may also be used by the Society for debt tracing, the prevention of money laundering as well as the management of my/our account. If my/our mortgage application completes the Society may conduct credit searches for the purposes of managing my/our account.

k. I/we agree that the Society may give details of my/our account and how I/we manage it to credit reference agencies. If I/we do not repay the outstanding balance in time, the Society may tell credit reference agencies who will record the outstanding debt against my/our credit file. This information may be supplied to other organisations by credit reference agencies and fraud prevention agencies to perform similar checks to trace my/our whereabouts and recover debts that I/we owe.

   Records remain on file for 6 years after they are closed, whether settled by me/us or defaulted. The Society may also pass information to other financial and other organisations involved in fraud protection to protect itself and its customers from theft and fraud. If we give the Society false or inaccurate information and they suspect fraud, they will record this.

l. If I/we fall behind with my/our mortgage repayments and the amount outstanding is not in dispute but I/we have not made satisfactory proposals for repayment following a formal demand then the Society will give me/us 28 days notice of its intention to disclose this information to a credit reference agency.

m. I/we have the right to access my/our personal records held by credit and fraud agencies. I/we can obtain this information by writing to: Newcastle Building Society, Principal Office, 1 Cobalt Park Way, Wallsend, NE28 9EJ. Quoting 'Credit reference agency address required' and my/our mortgage application/account number.

Valuation and review

n. I/we authorise the Society to carry out a valuation of the property and in doing so agree that the Society may pass my/our contact details to the valuer for the purposes of arranging the valuation and keeping me/us informed of its progress. I/we understand that payment of the valuation fee does not bind the Society to make a loan to us. In remortgage cases the Society, at its discretion may decide to use a desktop valuation.

o. I/we understand that any valuation instructed by the Society is not a structural survey or detailed report and that if a full structural survey or more detailed report is required it must be obtained independently at my/our own expense.

p. I/we confirm that where a RICS House or Flat Buyers Report is arranged I/we accept the Conditions of Engagement of the valuer under which the report will be issued.

q. I/we understand that the valuation instructed by the Society is to decide whether the property is suitable for mortgage purposes and neither the valuer's report, nor any mortgage offer will imply that the price paid is reasonable or that the property is properly constructed and of sound materials.

Joint borrowers

r. We are individually and jointly responsible for the whole mortgage debt.

s. As joint borrowers we accept that the first named borrower, who is the "First Applicant" on the Society's application form, will be the "Representative Joint Borrower" able to exercise membership rights.

t. An association between joint applicants or any individual identified as our financial partner will be created at credit reference agencies, which will link our financial records. I/we and anyone else with whom I/we 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.

u. We declare by stating a financial association with another party that we are entitled to:

   1. Disclose information about the joint applicant and/or anyone else referred to by us;

   2. Authorise the Society to search, link and/or record information at credit reference agencies about us and anyone else referred to by us.

v. The Society will hold information about your account(s) for business analysis, fraud prevention and to keep my/our records accurate and up to date. The Society will treat my/our personal information as private and confidential (even when I/we are no longer a customer) and the Society will not disclose any of these details unless it is compelled to do so by law, there is a duty to the public to disclose, I/we request the Society to do so, or the Society's interest requires it to disclose this information (e.g. to prevent fraud).

w. The Society may contact third parties using the information I/we have disclosed in my/our application (including any past/present lender, bank or other financial institution, employer, pension provider, accountant, landlord, professional advisor named on this form, HM Revenue and Customs or the Department for Work and Pensions) for reference purposes, for confirmation of employment or to obtain information to confirm any income received and payments made. Such persons will keep a record of the enquiry and government bodies may use the information the Society refers to them for the purposes of carrying out their statutory functions.

Our Privacy Policy

We use your data in line with our Privacy Policy which includes the potential consequences of third parties using your data. It explains how we collect, use, store and protect your personal data, and your rights under UK data protection law.

We may collect personal data when you apply for a product or service, visit our website, contact us, or from other people or organisations such as mortgage intermediaries, financial advisers, credit reference agencies or joint account holders. We only collect data needed to provide our products and services, for legitimate business purposes, or to meet legal obligations.

We keep your data secure, retain it only as long as necessary, and may share it securely with third parties where set out in our Privacy Policy.

It is important that you revisit the Society's Privacy Policy regularly, as we may change the content to reflect how we deliver our products and services. Our Privacy Policy will provide more information about how we collect and process your personal data. A full copy of our Privacy Policy can be found at **www.newcastle.co.uk/privacypolicy** or a hard copy can be made available upon request either by writing to Principal Office, 1 Cobalt Park Way, Wallsend, NE28 9EJ, visiting your local branch, or calling us on 0345 734 4345. The full Privacy Policy will provide more information about how we collect and process your personal data.

I confirm I have had an opportunity to read the Society's Privacy Policy. Yes ☐

Are you related to, or do you have a business relationship with any employee of the Society? Yes ☐ No ☐

If yes, please provide details

Do you have any other loans with the Society be it in your own name or business name? Yes ☐ No ☐

Is there any other information which could be relevant to your application which you have not disclosed? Yes ☐ No ☐

IMPORTANT PLEASE SIGN – ALL APPLICATION TYPES

It is important that you read and understand the declarations and consent set out above.

By signing this application form, I/we accept the following:

I/We understand and accept the declarations above and consents as set out in the keyed Data Form and agree that the Society can use the information provided;

I/We have checked the contents of the application form which has been completed by my/our intermediary on my/our behalf and confirm all the information is correct and accurately reflects my/our instructions; and

I/We have had the opportunity to read and understand Newcastle Building Society's Privacy Policy. (The Privacy Policy is available at **www.newcastle.co.uk/legal-information/customer-privacy-policy** or a paper copy can be sent to you upon request.)

Signature / First Applicant

Date

Signature / Joint Applicant

Date

DECLARATION FOR EXEMPTION RELATING TO BUSINESS BUY-TO-LET (NOT CONSUMER BUY-TO-LET) ONLY

I/We are entering into this agreement wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by me/us.

I/We confirm that I/we have never occupied the property I/we are applying for this mortgage on nor do I/we have any intention of occupying the property either now or in the future. OR at the time of completion of this mortgage I/we already own a separate buy to let property, and have no intention of occupying the property that is the security for this Newcastle Building Society mortgage either now or in the future.

I/We understand that I/we will not have the benefit of the protection and remedies that would be available to me/us under the Financial Services and Markets Act 2000 (the Act) if the agreement were a regulated mortgage contract under the Act.

I/We am aware that if I/we am in any doubt as to the consequences of the agreement not being regulated by the Act, then I/we should seek independent legal advice.

Signature / First Applicant

Date

Signature / Joint Applicant

Date

Please complete and use our 'Document Upload Service' to return this to us.

Marketing preferences

We would like to keep in touch with you about carefully selected Newcastle Building Society products, services, and offers that may be of interest and benefit. This includes contacting you with offers and services of Newcastle Financial Advisers Limited.

You can withdraw your consent at any time, simply visit your local branch, call us on 0345 734 4345, or you can do this yourself via your online account. If you consent to marketing, we will still contact you periodically to administer your products and services, as required by law. For example, we will continue to send statements and statutory notices.

Name: _____

Yes, I agree to Newcastle Building Society contacting me for these marketing purposes, and would like to be contacted via:

Post ☐
Phone ☐
Email ☐
SMS (text message) ☐

Name: _____

Yes, I agree to Newcastle Building Society contacting me for these marketing purposes, and would like to be contacted via:

Post ☐
Phone ☐
Email ☐
SMS (text message) ☐

Tel: 0345 602 2338 Mon–Fri 9am–5pm
Email: intermediary.lending@newcastle.co.uk

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