# Virgin Money **Residential mortgage declaration**



## Application reference number:

### You agree and declare that:

- A Mortgage Valuation Report will be arranged by us. This report will be for our sole 1. benefit and you will not receive a copy.
- 2 Neither we nor our valuer warrants that the condition of the property or the price paid is reasonable, and that it is for you to satisfy yourself as to the value and condition of the property
- You certify that where the loan is paid by one Applicant, then that payment should be 3 treated as made for, and on behalf of, all Applicants
- 4 You agree to keep the property fully insured until the loan is fully repaid.
- You are over 18 years of age. 5
- You apply for a loan to be made on the security of the property. The applicable application 6. and valuation fees are set out in your Mortgage Illustration and you have either enclosed a cheque for this amount or agree that we may debit your debit/credit card with this amount.
- 7 You accept that one of the terms of applying for a loan is that we need not give any reason for declining the application.
- 8 You will not let the property without our prior written consent.
- You understand that where either a payment holiday or refund of overpayments is requested by one Applicant, then it will be treated as made for, and with the agreement of, all Applicants. If we become aware of a dispute between borrowers, then we reserve the right to suspend the payment holiday or refund of overpayments facility, until we are satisfied that the dispute has been resolved.
- 10. You understand that where the mortgage is in joint names, the authority of only one of you is necessary to request a payment holiday or refund of overpayments 11.
- You understand that we will be the sole arbiter about the method used to send refunds of overpayments.
- 12. You authorise Clydesdale Bank PLC (trading as Virgin Money) or any solicitor/licensed conveyancer appointed by us to obtain account information (including repayment figures) from your lender.

### How we use your personal information

Here's a summary of how your information may be used and shared by Clydesdale Bank PLC (trading as Virgin Money).

For further details, including how your information may also be used by fraud prevention agencies and credit reference agencies together with your data protection rights, please see our website at virginmoney.com/privacy

#### Using your information

The personal information you give us, or that we collect or create, will be used in a number of ways throughout the time you're a Virgin Money customer. We'll use it to:

- Check your identity and eligibility for this account.
- · Manage your account and your relationship with us.
- · Prevent financial crime and the funding of terrorism.
- Assess risk and carry out credit scoring. · Help recover any money that might be owed to us.
- · Improve our services and computer systems.
- · Identify other products and services that you may find useful. (But we'll only contact you if you're happy to hear from us.)
- Manage and organise our business.
- The information we ask for when you apply for this account is used to:
  - · Check your identity and eligibility for this account.
  - · Manage your account and relationship with us
  - Prevent financial crime and the funding of terrorism. · Assess risk and carry out credit scoring

You don't have to give us any of this information but if you don't provide all of it, we won't be able to deal with your application.

#### Sharing your information

We'll regularly share your information with credit reference agencies. We do this to check your identity, creditworthiness and eligibility for this account.

We'll also share your information with fraud prevention agencies who will use it to prevent and detect fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. We and fraud prevention agencies may also allow law enforcement agencies to access and use your information to detect, investigate and prevent crime.

Both credit reference and fraud prevention agencies may link your information to the information of a joint applicant, spouse or other financial associates.

Where we need to, we'll share information with UK or overseas tax authorities. We may also share information within our group of companies or with our commercial partners. Some information will be held and used outside the European Economic Area (EEA).

- 13. You understand that we may transfer, or otherwise dispose of, the benefit of the proposed loan, mortgage and other security for the loan to any person without further reference to you. By signing this application form you will be giving your general consent to us to transfer, or otherwise dispose of, the proposed loan, mortgage and other security for the loan should we so wish.
- 14. You understand that we may disclose information and documents relating to you, the property, the mortgage and the conduct of the mortgage account to any transferee or otential transferee.
- Regulated Mortgage Contracts: The Financial Conduct Authority (FCA) regulate most new mortgage contracts entered into in the UK. Mortgages where less than 40% of the land used as security is used as or in connection with a residential dwelling are not classed as Regulated Mortgage Contracts.

 Applications via mortgage intermediaries – where you have asked an intermediary for advice and a recommendation about a mortgage product, the intermediary is responsible to you for any advice they give or any recommendation they make. You should notify the intermediary of any material changes that may be made to the application in order that they can provide you with a revised Mortgage Illustration

- 16. You hereby authorise your conveyancer and your broker to send their entire file relating to this transaction (not just the loan) to us at our request.
- 17. The information you give will form the basis of your contract with us. You must inform us if there are any other material facts that could reasonably be construed as likely to influence our decision about this loan application, but which have not been revealed as a result of answering specific questions within this application form.

For details of the credit reference and fraud prevention agencies we use and the companies within our group, please see our website at virginmoney.com/privacy

Holding your information and your rights We'll hold your information for as long as necessary to manage your relationship with us and to meet our legal and regulatory obligations.

You can always ask for a copy of any information we hold about you. And if you spot any errors, we'll correct them. You may also be able to ask us for some or all of your information to be deleted, or to limit the way we use it. Full details of all of your rights can be found on our website at virginmoney.com/privacy

If you're unhappy with the way we're using your information, please talk to us so we can try to sort it out. If this doesn't fix it, you can write to our Data Protection Officer at Virgin Money, Jubilee House, Gosforth, Newcastle upon Tyne, NE3 4PL or contact the Information Commissioner's Office (ICO). The ICO is the UK's independent body set up to make sure organisations handle your information correctly. You'll find further details, including how to contact the ICO at ico.org.uk

#### Keeping you up-to-date

We'll keep in touch regularly, sending you communications on our products and services (including our Lounges), tips on managing your money, and exciting offers, competitions and prize draws. We'll do that by email, text (SMS), telephone and post, as well as through targeted online advertising

To help tailor our communications to the things you'll be most interested in, we'll use the details you give us as well as information from third parties. We will always treat your data with respect.

I don't want to receive these communications

Remember, you can stop receiving communications at any time. Find out more at virginmoney.com/privacy

You declare that you are entitled to disclose information about all applicants and/or anyone else referred to by you and authorise us to search, link and/or record information at credit reference agencies about you and anyone else referred to by you

If false or inaccurate information is provided and fraud is identified, details will be shared with fraud prevention agencies and this information may be accessed and used by law enforcement to prevent fraud and money laundering.

If you are a shared ownership customer, we will release details of your mortgage terms and conditions to your landlord in order to obtain their consent to the mortgage and any variation of it. We will also release information about you and your mortgage (including details of any arrears) to your landlord when requested to do so by your landlord.

#### Signature(s) and applicant(s) Declaration

Before you sign, please check your answers throughout this form to ensure that you have provided all the information we need

You declare that the statements and particulars given in this application are, to the best of your knowledge and belief, true and complete,

By signing this application form you will be agreeing that any person interested now, or in the future, in the loan, the mortgage and other security may rely upon the truth and accuracy of the information contained in this application and any supporting documentation, information or security.

It is an offence to knowingly give false, inaccurate or misleading information when applying for a mortgage. If you give such information you may face criminal prosecution and/or civil action for recovery of any losses incurred by us.

First applicant		Second applicant	
Signature	Date	Signature	Date

Clydesdale Bank PLC (trading as Virgin Money). Registered in Scotland (Company No. SC001111). Registered office: 30 St Vincent Place, Glasgow, G1 2HL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.