

Applicant Declarations And Consents (Note: This declaration must be signed by each applicant personally)

In this Declaration and Data Protection Consent below, the terms "you" or "your" means, as applicable, Morgan Stanley Bank International Limited trading as Advantage ("Advantage"), including all (i) its holding companies, subsidiaries and any other companies associated or affiliated with it from time to time; (ii) its authorised third parties; and (iii) its successors and assignees and those deriving title through it.

The mortgage applicant(s) will be referred to as "I", "my", "me", "we", "us" or "our".

To Advantage

I/We declare and agree that:

- (1) I am/We are aged 18 years and over.
- (2) The agreements and declarations in this form will be conditions of my/our intended mortgage and will continue in full force and effect following its completion.
- (3) If there is more than one of us, all the liabilities and obligations in this declaration and in the intended mortgage are the responsibility of each of us individually as well as any two or more of all of us together. Each of us will be liable to Advantage for the full amount of the loan. Any monthly payment which is made by one or two or more of us may be treated as made for and on behalf of the others. Unless we otherwise notify you in writing we consent to Advantage sending all communications and statements of account to only one of us.
- (4) I/We will make all payments by direct debit. I/We understand that the amount or the date of my/our monthly payment may change from time to time as provided in my/our mortgage offer.

Continuing accuracy of information supplied by me/us

- (5) The information in this form has been completed by myself/ourselves or at my/our request. If any information has been inserted by anyone else, or if I/we leave anything to be completed by anyone else, that person is to be treated as acting for me/us and not for you.
- (6) This information, together with any additional information supplied with it, is to the best of my/our knowledge and belief true and complete. It contains all, and does not omit any material facts and information that might influence Advantage's decision to lend and may be relied upon by Advantage as being accurate.
- (7) No loans exist which are required to be, but are not, disclosed in this form.
- (8) I/We will inform Advantage in writing at once if there are any changes in circumstance of whatever nature which affect or might affect the accuracy of any information supplied by me/us or on my/our behalf(ves). I/We will not take up the advance unless Advantage has given its prior written consent to go ahead notwithstanding the change.

The property

- (9) I/We declare that, unless this form states otherwise, the property will always be used as my/our sole main residence, and will not be used for any business purpose.
- (10) I/We will not let or part with possession of all or any part of the property without the prior written consent of Advantage. I/We have not arranged any loan, second mortgage, or improvement grant in connection with the property nor will I/we enter into any further charges over it without Advantage's prior written consent.
- (11) Save as disclosed in this form, I/we confirm that I/we have not, nor am I/are we aware that any of my/our family (permanently residing with me/us) or any joint purchasers of the property have been cautioned, convicted of, or have any prosecution pending for any criminal offence other than a driving offence (convictions regarded as "spent" under the Rehabilitation of Offenders Act 1974 need not be disclosed).

The valuation

- (12) I/We authorise the instruction of a valuer to carry out a valuation of the property for mortgage purposes.
- (13) I/We understand that the valuer is not your agent. I/We also understand that none of you warrants, represents or gives any assurance to me/us that anything expressed or implied in the valuation is accurate, nor do you accept any responsibility or liability for any negligence on the part of the valuer whether about the value or the state or condition of the property or otherwise.
- (14) If any copy of the valuation is supplied to me/us, this is without any acceptance of responsibility by you to me/us. Advantage's willingness to make an advance does not imply any representation about the value or condition of the property.
- (15) I/We understand that the valuation is not carried out for my/our benefit and confirm that I/we have not relied on it. The inspection and valuation of the property will not include a detailed survey of the structure unless specified by me/us.

Insurances and Higher Lending Charge

- (16) I/We acknowledge that Advantage may make such arrangements, including the Higher Lending Charge arrangements, as it thinks fit with third parties to protect itself against any failure by me/us to pay the advance. Any such arrangements will be for the benefit of Advantage and not me/us and I/we have no right or claim in relation to them.
- (17) I/We accept any arrangements made by Advantage for any buildings insurance, where for whatever reason I/we fail to arrange or maintain this insurance and, where appropriate, authorise the deduction of monthly insurance premiums with the monthly direct debit payable to Advantage.

Fees and charges

- (18) I/We will be responsible for all costs incurred and I/we acknowledge that part of any application fee will pay the costs of any initial assessment by Advantage of my application.
- (19) I/We agree to pay the valuation fee. I/We acknowledge that once a valuer has been instructed, the fee will not be refunded. Similarly, other charges made by my/our broker may not be refundable. This is dependent upon the specific arrangements made between me/us and my/our broker.
- (20) If Advantage declines to go ahead before the valuer has been instructed, the valuation fee and any application fee paid may be refunded net of any such costs.
- (21) I/We authorise Advantage to add to the advance requested all fees and costs associated with processing the application including (but not limited to) acceptance fee, telegraphic transfer fee, additional security or Higher Lending Charge, general and life assurance premiums and Accident, Sickness and Unemployment premiums as set out in my/our mortgage offer.

Transferability of my/our mortgage

- (22) I/We acknowledge that Advantage may in due course raise finance on, transfer or otherwise dispose of or deal with any mortgage it may make to me/us together with the charge and policies of life assurance and other related security it holds, and my/our debt and its rights and obligations under it, to another person, body or mortgage lending institute. I/We hereby consent to any such transfer, disposal or dealing.

Authorities

- (23) I/We hereby instruct and authorise:
 - (a) my/our solicitor to disclose to Advantage any information relevant to the lending decision and I/we waive any right to claim solicitor/client confidentiality or legal privilege in respect of such information; and
 - (b) Advantage to obtain reference(s) or information relating to this mortgage application from any accountant/lender/landlord or employer named in this application form together with HM Revenue & Customs and any local authority. I/We correspondingly authorise these to provide the reference(s)/information. I/We further authorise Advantage to make such other enquiries and take up such further references as they consider necessary in relation to my/our application.

Unsuccessful application or withdrawal of offer

- (24) Where the application has been introduced by a broker, or any other third party, I/we acknowledge they are not the agent of Advantage and do not have any authority to commit Advantage to any binding agreement.
- (25) I/We understand that any false or misleading declaration or the withholding of relevant information may lead to the withdrawal of any mortgage offer. I/We also understand that Advantage may at any time decline to make or withdraw, cancel or revise any mortgage offer it may make if any information in this application is materially inaccurate or changes, or if it reveals that my/our circumstances do not comply with Advantage's lending policies.
- (26) In the event my/our mortgage application is declined or any mortgage offer to me/us is withdrawn I/we agree that you may pass this application to another lender for due consideration.

Data Protection Act 1998 consent

I/We declare and agree that:

- (1) You collect personal information, including sensitive personal information, relating to me/us directly from me/us and from a variety of third parties (including, without limitation, solicitors, valuers, credit reference and fraud prevention agencies and claims registers). This information may record a limited amount of 'sensitive personal data' relating to criminal offences.
- (2) I/We authorise you to process all my/our personal information, including sensitive personal data, and any information concerning the conduct and operation of my/our account for any legitimate business purpose, including without limitation, for the following purposes:
 - (a) processing my/our mortgage application (including but not limited to obtaining references from my/our employer, accountant, bank or other similar sources) and supporting and administering my/our mortgage (including, without limitation, collection of any arrears and general administration and support of your business);
 - (b) conducting searches at credit reference and fraud prevention agencies to obtain information on me/us including, without limitation, credit information, current and previous

names and addresses, dates of birth, any public information as to County Court Judgments and bankruptcies, electoral register information and any fraud prevention information on me/us and any of my/our known financial associates;

- (c) complying with all applicable laws, and the regulations and auditing requirements of any national and international regulatory or exchange bodies (applicable to any of your group companies in any country);
- (d) understanding individual needs and business trends to improve the products and services you offer and carrying out statistical analysis and market research; and
- (e) recording and monitoring any communications between me/us and you for security and quality control purposes and for any purposes required by law or regulation (applicable to any of your group companies in any country).
- (3) I/We authorise the disclosure of my personal information and any information concerning the conduct and operation of my/our account to the following third parties (and to such other third parties as disclosure would be fair and lawful) for the purposes listed above and for any other legitimate business purposes:
- (a) any of your holding companies, subsidiaries and any other companies associated or affiliated with any of you from time to time;
- (b) any authorised third parties acting on your behalf (including, without limitation, any third parties providing you with support and administration facilities worldwide);
- (c) any credit reference or fraud prevention agencies;
- (d) any national or international regulatory or exchange bodies (including, without limitation, the Financial Services Authority), the Council of Mortgage Lenders or their agents (to maintain the Possession Register) and Insurance Database Services Limited (who will enter all information received on the Claims and Underwriting Exchange Register which will be available to other insurers);
- (e) any party with whom Advantage or its agent is considering entering into a contractual agreement in relation to the Mortgage or any collateral security;
- (f) any party, who in your reasonable opinion, should be informed in connection with any contemplated litigation against me/us or to any other professional advisors in relation to any loan made to me/us;
- (g) any party to whom you propose to transfer any of your rights and/or responsibilities under any agreement you may have with me/us;
- (h) market research organisations for the purpose of confidential market research conducted on your behalf;
- (i) any rating agency or any trustee of any party or parties interested in the mortgage; and
- (j) any other third parties who reasonably need access to any personal information in connection with this application and any resulting agreement (including, but not limited to, any insurers, solicitors and valuers).
- (4) I/We understand that when credit reference agencies (referred to above) receive a search from you they place a search "footprint" on my/our credit file whether or not this application proceeds. If the search is for a credit application the record of that search (but not the name of the organisation that carries it out) may be seen by other organisations when I/we apply for credit in the future. I am/We are aware that I/we may be credit searched more than once.
- (5) It is important that I/we give you accurate information. You will check my/our details with fraud prevention agencies and if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. You and other organisations may access and use from other countries the information recorded by fraud prevention agencies. You and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
- checking details on applications for credit and credit-related or other facilities
 - managing credit and credit-related accounts or facilities
 - recovering debt
 - checking details on proposals and claims for all types of insurance
 - checking details of job applicants and employees.
- I/We will contact you at Advantage, Chester House, Lloyd Drive, Ellesmere Port CH65 9HQ if I/we want to receive details of the relevant fraud prevention agencies.
- (6) I/We confirm that you may use the information provided to you by credit reference and fraud prevention agencies to make credit decisions about me/us and to verify my/our identity, for the prevention and detection of fraud and/or money laundering. You may use credit scoring methods to do this. I/We understand that if I/we borrow from you and do not make payments that I/we owe you, you will trace my/our whereabouts and recover payment.
- (7) I/We confirm that I am/we are entitled to disclose information about a joint applicant and/or anyone else referred to in this Mortgage Application Form by me/us.
- (8) **(Joint applicants only)** We understand that pursuant to our joint application, credit reference and fraud prevention agencies will link together our records. They will also link all of our previous and subsequent names and addresses. We understand that links between financial associates will remain on our file and the files of financial associates until such time as we or our financial associate successfully files for a disassociation with the credit reference agencies. We understand that such linked information will be taken into account in this and all further applications by either of us.
- (9) **(Sole applicants only)** For the purposes of this application my partner and I are financially independent and I request that my application be assessed without reference to any "associated" records, although I recognise that this may adversely affect the outcome of my application. I believe that there is no information relating to my partner that is likely to affect your willingness to offer financial services to me. I authorise you to check the validity of this declaration with credit reference agencies and if you discover any associated records affecting the accuracy of this declaration, then you may decide not to proceed with the application on this basis.
- (10) I/We understand that once my/our loan, mortgage or security for the repayment of any loan or mortgage made in connection with this application has been transferred or assigned, Advantage may obtain information and data from the new lender about my/our loan, mortgage or security for the repayment of any loan or mortgage account to assist in statistical research relating to credit scoring or the investigation and resolution of complaints. I/We understand that this information will be obtained from the new lender and I/we consent to Advantage using my/our data in this way.
- (11) I/We explicitly authorise you to hold and process my/our sensitive data (including, without limitation, sensitive data relating to criminal convictions and medical health) for the purposes set out above. I/We also consent to the transfer of my/our personal information (including sensitive personal data) to countries outside the European Economic Area.
- (12) I/We understand that under the Data Protection Act 1998 I am/we are entitled, on payment of a fee:
- (a) to know what personal information is held about me/us by Advantage, to know the source of the information, to receive the name of the organisations to whom my/our personal information will be or has been disclosed and the purposes for which my/our information will be or has been used, and to ask for any inaccurate details to be amended. If I/we wish to exercise any of these rights I/we should write to Advantage at Chester House, Lloyd Drive, Cheshire Oaks Business Park, Ellesmere Port, CH65 9HQ;
- (b) to access my/our personal records held by credit reference and fraud prevention agencies. Advantage will supply their names and addresses upon written request.
- (13) I/We understand that you may use my/our details to send me/us information about other similar products or services offered by you. I/We understand that if I/we do not wish to receive such information, then I/we can write to Advantage at Chester House, Lloyd Drive, Cheshire Oaks Business Park, Ellesmere Port, CH65 9HQ.
- (14) I/We understand that you may also pass details about me/us to other carefully selected and reputable third parties who may wish to send me/us information about their products or services. **By ticking this box:**
- I/we consent to the disclosure of my/our personal information to such third parties for marketing purposes.

By signing this Declaration:

- (a) I/We acknowledge and agree that I/we have read the information above and that I/we consent to the processing and use of my/our personal information (and any personal information belonging to a joint applicant or anyone else referred to in this Mortgage Application Form by me/us) in the manner described above.
- (b) I/We certify that:
- unless I/we have been informed that my/our mortgage will be not be regulated by the Financial Services and Markets Act 2000 and the Financial Services Authority, I/we have received and read the Key Facts Illustration prior to submission of this mortgage application; and
 - if I/we have applied for a mortgage which either does not require me/us to disclose my/our income, or which permits me/us to self-certify my/our income, I/we have sufficient income available to meet the repayments of the advance requested, and, if applicable, my/our declaration of income is true.

Signature

Signature

Print name

Print name

Date

Date