

# Mortgage Declaration



## PLEASE READ THIS DECLARATION CAREFULLY

**By acknowledging this Declaration on behalf of the Applicant(s), you are confirming to Mansfield Building Society that the Applicant(s) fully understand the following:**

### **DATA PROTECTION AND MARKETING PREFERENCES – YOUR PERSONAL INFORMATION AND WHAT WE DO WITH IT**

At The Mansfield Building Society, we take your privacy seriously. The personal information that you provide to us and how we process it will depend on the products and services that you apply for or obtain from us. Our Privacy Notice gives full details of the types of information we collect from you, how we use, store and share this information, together with your individual rights. You can obtain a copy from any of our branches, you can ask us to post a copy to you or download the document from [mansfieldbs.co.uk](http://mansfieldbs.co.uk). It is important that you read the Privacy Notice.

It is important that the information you give us is accurate and up to date and that you inform the Society of any changes to the information supplied. The Society reserves the right to withdraw any Mortgage Offer if the information provided is found to be false or inaccurate.

In order to process your application, we will perform credit and identity checks on all applicants with one or more credit reference agencies ("CRAs"). To do this, we will supply your personal information to CRAs and they will supply the Society 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. We will continue to exchange information about you with CRAs while you have a relationship with us.

If you make a joint application (e.g. with your spouse, partner or a family member), we will also collect personal information about that person. CRAs will also link your records together and these links will remain on your and their files until such time as you or the other party successfully files for a disassociation with the CRAs to break that link.

The personal information we collect from you will also be shared with Fraud Prevention Agencies who will use it to prevent fraud and money laundering and to confirm your identity. We will record this information and retain it in accordance with our Privacy Notice, whether the application is successful or not.

We will take up all necessary references from the information that you have provided and that are relevant to this application.

We will also pass information to financial and other organisations involved in fraud prevention to protect ourselves and our customers from theft and fraud. We, and other companies will use this information if decisions are made about you or others at your 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. If false or inaccurate information is provided and fraud identified, details will be passed to fraud prevention agency/ies to prevent fraud and money laundering.

We will provide confidential information about your finances to any person(s) giving a guarantee or other security, or to their legal adviser whilst we are processing this application and during the life of the mortgage.

To prevent or detect fraud, or to assist in verifying your identity, the Society may make searches at fraud prevention agencies who will supply the Society with information. The Society may also pass information to financial and other organisations involved in fraud prevention to protect the Society and/or its customers from theft and fraud. If you give the Society false or inaccurate information and fraud is suspected, this will be recorded. The Society, and the other companies may use this information if decisions are made about the applicant(s) or others at their 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.

The Society will take up all necessary references from the information that you have provided and that are relevant to this application.

The Society will provide confidential information about your finances to any person(s) giving a guarantee or other security, or to their legal adviser whilst we are processing this application during the life of the mortgage.

Where you borrow or may borrow from the Society, details of your account and how you manage it may be given to credit reference agencies. If you borrow and do not repay in full and on time, the Society may tell credit reference agencies who will record the outstanding debt.

You have the right of access to their personal records held by credit reference and fraud prevention agencies. You can obtain upon request details of those credit reference and fraud prevention agencies from whom the Society obtains and to whom it passes information about you by telephoning (01623) 676340.

### **MARKETING PREFERENCES**

The Society occasionally like to keep our customer(s) up to date with details of our products and services. The Society has received your marketing preferences from your Broker on submission of your Mortgage Application.

You can review, change or withdraw your consent at any time by:

- Writing to us at Mansfield Building Society, Regent House, Regent Street, Mansfield, Nottinghamshire NG18 1SS
- Calling us on 01623 676300
- Visiting their nearest branch
- Complete the online form at [mansfieldbs.co.uk](http://mansfieldbs.co.uk) by selecting 'Update Marketing Preferences' in the enquiry type or by following the instructions on how to update your preferences in any marketing email

Please note that these instructions will supersede any existing consents currently held by the Society.

### **CONTACTING YOU**

In order to communicate with you and provide the service you require, the Society may contact you via a number of different methods, such as: SMS, Letter, Email or telephone depending on the type of communication. At any point, if you do not wish to receive any communication via a certain method, please contact us on 01623 676300.

### **REMORTGAGE SCHEME WITH INCLUSIVE LEGAL FEES**

The solicitor dealing with their remortgage transfer acts only for Mansfield Building Society and is its agent in completing the remortgage. Mansfield Building Society recommends that the applicant(s) seek independent advice on the financial and legal implications of this remortgage. The following costs are not included in their remortgage transfer.

- any legal charges that are necessary for postponing second or subsequent mortgages on the property if the remortgage proceeds.
- any other legal work that transpires and is necessary before or after the remortgage.
- any Early Repayment Charge on any existing mortgage.
- all deeds production fees, discharge fees, penalties, bank charges for electronic transfer of funds for redemption or any of the charges on that existing mortgage.
- any bank of other charges for electronic transfer of funds to The Mansfield Building Society's Solicitors, any existing lender or any payment to you to enable completion of the remortgage.

- any fees in respect of the Land Registry that arise as a result of the remortgage to the extent that they exceed £70.
- the fees charged by a landlord or Management Company to note Mansfield Building Society's interest arising under the mortgage, and to supply any Compliance Certificate required for registering the Society's Mortgage at H.M Land Registry.

Mansfield Building Society protects its interests in the title to the property by insurance and strictly limited checks. There are no checks of the Title or investigation undertaken directly or indirectly on behalf of the applicant(s).

If the applicant(s) withdraw from the remortgage, they will be liable for all expenses incurred up to the date of withdrawal including legal costs, insurance premiums and any other charges, incurred by Mansfield Building Society; and

By submitting the remortgage application under these terms, the applicant(s) authorise(s) Mansfield Building Society and the Solicitor dealing with their remortgage to obtain a redemption figure from your present lender.

#### **CONFIRMATION DECLARATION**

By submitting this application, you are confirming that:

- By submitting the remortgage application under these terms, the applicant(s) authorise(s) Mansfield Building Society and the Solicitor dealing with their remortgage to obtain a redemption figure from your present lender.
- You give authority for the Society to carry out the various validation checks and that all information given is true and correct.
- You hereby apply for an advance to be made to you in accordance with the General Mortgage Conditions of The Mansfield Building Society and the provisions of the Mortgage Deed.
- As Borrower(s), you will become members of the Mansfield Building Society (except corporate borrowers) and will be bound by its rules.
- You understand that any fees paid does not guarantee that the Society will approve your mortgage application.