

# Important Applicant Declarations

The information provided within your application to Kensington will form part of the terms of your mortgage. Kensington will rely upon the truth and accuracy of the information you have provided within the application and any supporting documentation, and will rely upon the truth and accuracy of the declarations set out below. For your own benefit and protection you should read the declarations carefully and ensure you understand them. If there is anything you do not understand and require explaining, please discuss this with your financial adviser (referred to in these declarations as your “intermediary”) before signing below.

References below to “I”, “me”, “my”, “us” “we” and “our” mean the persons or person applying for a mortgage with Kensington.

References below to “Kensington”, “you” or “your” mean Kensington Mortgage Company Limited, and its successors, transferees and assignees and anyone who at any time in the future has the benefit of the mortgage or related security.

I declare and undertake that:

1. I have seen and checked the information in my application. I understand that my application is submitted automatically via electronic transfer to Kensington by my intermediary. The information given in the application:
  - a) is true, accurate and complete to the best of my knowledge and belief and is not misleading in any way. If the intermediary or any other person has completed the application on my behalf, I have checked the answers thoroughly;
  - b) forms part of the terms of any mortgage I enter into with Kensington; and
  - c) contains all the facts and information that might influence Kensington’s decision to accept my application.

I undertake to notify Kensington immediately of any change in my circumstances which affects or may affect the information given in my application or elsewhere prior to the mortgage completing, for example, if I change jobs or am made redundant. I will provide any additional information to Kensington that it may reasonably request, having regard to my application.

I acknowledge and agree that Kensington and any person interested now or in the future in the loan, mortgage or other security may rely upon the truth and accuracy of the information that I have given in my application and any supporting documentation.

If any information given by me is incorrect, I agree to make good any loss which Kensington may suffer by acting in reliance on such information.

2. Where I provide personal and financial information about others (such as dependants, other family members or occupiers) I confirm that I have their consent or are otherwise entitled to provide this information to Kensington and that it may be used in accordance with the provisions of this mortgage application.
3. I understand that neither my intermediary nor any other person (other than an employee of Kensington) is authorised to make any representation or give any undertaking on behalf of Kensington in relation to the mortgage I have applied for. If a person (other than an employee of Kensington) has made any representation or undertaking about the mortgage applied for, I understand that Kensington shall not be liable for any such representation or undertaking.

4. I have received and read the Key Facts Illustration (“KFI”) provided to me by my intermediary in respect of my application.
5. If there is more than one of us applying for the mortgage, then we agree and understand that we are jointly and individually liable for our obligations under the mortgage and for payment of the full amount owed under the mortgage. We understand that, if we share the same address, in certain circumstances where Kensington send communications and statements of account to us, only one copy will be sent to us but will be addressed to both/all of us. We declare that any one of us is entitled to disclose information about any other joint applicant.
6. I authorise Kensington, upon receipt of my application and where applicable in line with Kensington policy from time to time, to initially carry out an automated valuation of the property on which the mortgage is to be secured at Kensington’s own cost; and to instruct a qualified valuer (“Valuer”) to carry out a valuation of the property at my cost. In respect of each valuation:
  - a) Automated valuation - I acknowledge and agree that neither Kensington nor the firm instructed for the automated valuation are under any liability for negligence or on any other basis whatsoever to me in respect of the value or the state or condition of the property. I acknowledge and agree that neither Kensington nor the firm instructed for the automated valuation shall be obliged to disclose the contents of the automated valuation report to me or my representatives in any circumstances.
  - b) Valuation - I acknowledge and agree that neither Kensington nor the Valuer are under any liability for negligence or on any other basis whatsoever to me in respect of the value or the state or condition of the property. I acknowledge that the inspection of the property will be confidential to Kensington and will not include a detailed survey of the structure. I understand that Kensington is not the agent of the Valuer, nor is the Valuer Kensington’s agent, and that neither Kensington nor the Valuer warrants, represents or gives any assurance to me that the statements, conclusions and opinions expressed or implied in the Valuer’s report and mortgage valuation are accurate or valid. I understand that any copy of the report will be supplied to me without any acceptance of responsibility by Kensington or the Valuer.

Since Kensington’s valuation report is not a detailed or structural report or a survey about the condition of the property, the report may fail to reveal serious defects to the property and I acknowledge I will not rely on that report for the purpose of deciding whether to purchase the property. A decision by Kensington to make a mortgage offer does not mean the valuation is sufficient for me to rely on. Kensington strongly recommends that I arrange for a more detailed inspection of the property for my own purposes.
7. I acknowledge that if the application is declined or does not proceed before any Valuer is instructed, some or all of the valuation fee may not be refunded. I further acknowledge that once any Valuer has been instructed, there will be no refund of the valuation fee, even if the application does not proceed or if the mortgage offer is withdrawn.
8. I authorise:
  - a) my solicitor to disclose to Kensington any information relevant to the decision to lend and I waive any right to claim solicitor/client confidentiality or legal privilege in respect of such information;
  - b) any accountant named in the application form to provide information relating to any matter stated in my mortgage application to Kensington and vice versa.
9. I acknowledge and agree that Kensington, its transferees successors in title and assigns may in due course raise finance on any mortgage that may be made to me and may:
  - a) transfer, assign, novate or otherwise dispose of any benefits, rights and obligations (to the extent possible in law) of such mortgages together with any collateral security provided with it;
  - b) enter into any contractual arrangements relating to the funding of such mortgage with any person; and/or
  - c) pass any information contained in this application and any supporting documentation or any other information relating to the property, the mortgage, the security for the mortgage and the history and conduct of my mortgage account to any interested or potentially interested person and/or such person’s advisers who may rely upon the truth and accuracy of the information contained in this application.
10. I agree that my “Information” includes information which you:
  - a) obtain from me or third parties, such as employers, joint applicants, credit reference agencies, fraud prevention agencies, criminal police records or other organisations when you assess my application or any related service or product or which you obtain in the course of administering the mortgage or obtaining repayment, or which I or they give to you at any other time; or
  - b) learn from the way in which I run my mortgage account(s) with you.

11. I agree that you and other companies in The Northview Group Limited may use my information to assess my application, to make credit decisions about me to assist you to administer my mortgage account, to provide your services and products, to enable you to make future lending decisions, to assist you in arrears handling and debt collection, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), to verify my identity, to prevent and detect fraud, money laundering and other crime, to carry out checks, to meet your obligations to any relevant regulatory authority, to develop and improve your services to me and other customers and to protect your interests.
12. I understand that you may hold information about my past criminal convictions and information about my health (referred to here as "Sensitive Information") and that you will only use Sensitive Information for assessing risk or my eligibility for a mortgage or insurance cover.
13. I agree that you may share my Information with the following third parties, wherever located:
- a) other companies within The Northview Group Limited (which means subsidiaries, holding companies and its subsidiaries);
  - b) your partners and companies and organisations that provide services to you or assist you or act as your agents including but not limited to any third party servicers used by you to administer my mortgage account and professional advisors;
  - c) anyone to whom you may transfer your rights and/or obligations under the mortgage loan and any related security or under any other agreement you have with me;
  - d) any third party as a result of any restructure, sale or acquisition of any company within The Northview Group Limited;
  - e) my advisers (including but not limited to accountants, lawyers or other professional advisors) where authorised by me;
  - f) credit reference agencies, fraud prevention agencies, the police and any other relevant law enforcement agency;
  - g) any actual or proposed third party guarantor of my obligations under the mortgage;
  - h) any actual or proposed buildings and/or contents insurer or any third party provider of security or insurance for your benefit in connection with my loan;
  - i) any actual or proposed purchaser of my mortgage or anyone who takes a charge over it and any person involved in its funding or securitisation and all their advisers;
  - j) the Land Registry, the Registers of Scotland and HM Revenue & Customs and other proper bodies, persons or bureaux;
  - k) any party with whom you or your agents have or are considering entering into a contractual agreement in relation to my mortgage;
  - l) any other party who it may be necessary to inform in connection with any contemplated litigation or professionals employed in relation to my mortgage; and/or
  - m) where you have a duty to do so, or if law or regulation allows you to do so.

I understand that, save as set out above, you will not disclose my Information to anyone unless the disclosure is made with my consent or as required by law.

14. I agree that you may transfer my Information to another company in The Northview Group Limited or to a service provider or agent in another country (including countries outside the EEA) for the purposes stated in paragraphs 10 to 13 above. You will make sure that the group company, service provider or agent agrees to apply the same levels of protection as you are required to apply to my Information and agrees to use my Information in accordance with your instructions.
15. I acknowledge and agree that:
- a) Kensington may at any time in connection with my application and/or my mortgage make searches about me at credit reference agencies who will supply it with credit information;
  - b) credit reference agencies will record details of the credit search whether or not this application proceeds and may use credit scoring methods or other automated decision making systems to assess this application. I understand that each search will be registered on my credit file(s) individually, and that a number of searches within a short period may impact on my ability to obtain credit; and
  - c) credit searches and other information which is provided to Kensington and/or credit reference agencies about me and those with whom I am linked financially may be used by Kensington and other companies if credit decisions are made about me, or other members of my household, and that this information may also be used to trace me to recover any outstanding debt owed to Kensington and to manage my mortgage account;

16. I acknowledge and agree that:

- a) Kensington will make searches with credit reference agencies or other agencies to verify my identity;
- b) Kensington may use different data made available by credit reference agencies, which may be taken from publicly held information such as the electoral roll and court judgments as well as non-public information relating to my credit history and data provided by fraud prevention agencies; and
- c) a combination of the data referred to in a) and b) above will be used to verify my identity, and may also be used from time to time for the prevention of money laundering.

17. I acknowledge and agree that:

- a) to prevent or detect fraud, or to assist in verifying my identity Kensington may make searches of group records and at fraud prevention agencies who will supply them with information, and that Kensington may pass information to financial and other organisations involved in fraud prevention to protect itself and its customers from theft and fraud;
- b) if false or inaccurate information is provided to Kensington and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering;
- c) Kensington, members of The Northview Group Limited, and other companies may use any of my Information if decisions are to be made about me (or others at my address) on credit or credit related services or motor, household, credit, life or any other insurance facilities, and that such information may also be used for tracing and claims assessment; and
- d) Kensington and members of The Northview Group Limited may use any of my Information for credit reference agency testing purposes where required.

18. I consent to Kensington checking the validity of any identification document I provide to prove my identity with the issuing authority of that document. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to the Compliance Manager at Kensington, Ascot House, Maidenhead Office Park, Maidenhead SL6 3QQ.

19. I have the right of access to my personal records held by credit and fraud agencies. Kensington will supply their names and addresses upon written request.

20. I acknowledge and agree that where I borrow or may borrow from Kensington, it may give details of my mortgage account and how I manage it to credit reference agencies and to other third parties including other lenders. I acknowledge and agree that if I borrow and do not repay in full and on time, Kensington may tell credit reference agencies who will record the outstanding debt and may provide information you give to them to other financial institutions, insurers and other organisations.

21. I understand that if my application is made in joint names and Kensington searches the files of a credit reference agency, an "association" will be created with the other person(s) named within the application. Kensington or other lenders may take this association into account in future applications for credit or financial services. The association will remain between us until one of us successfully applies for "disassociation" with the credit reference agencies. I understand that information held about me by credit reference agencies may be linked to records relating to other persons. I understand that for the purposes of this application I may be financially linked as my application will be assessed with reference to any "associated" records.

22. I understand and agree that Kensington may use automated decision making systems (including credit scoring techniques) in order to help make a decision as to whether to lend to me. I also understand that following completion of my mortgage, Kensington may use automated systems for the purposes of the research carried out in connection with the mortgage lending business.

23. If Kensington decide not to progress my mortgage application, my intermediary will be informed and if the decision is based solely on automated decision making systems, I will be given an opportunity to appeal in writing.

24. I agree that Kensington may make enquiries of any person including current and previous lenders, employers, landlords, accountants, bankers, the Land Registry, and HM Revenue and Customs in the processing of this application and the administration of my account.

25. I acknowledge that any payments made by debit or credit card (such as the valuation fee or application fee) will be administered in accordance with the rules of the card issuer. The card issuer may request information from Kensington about me or the cardholder (if the cardholder is not me). I consent to Kensington providing information to the card issuer and to the card issuer using this information in accordance with its rules.

26. I understand that I may obtain full details of how my Information may be used, how Kensington maintains the security of my Information and my rights to access my Information by reading your "Data Protection Guide" on Kensington's website at <http://www.kmc.co.uk/mortgages/documents-downloads.html>. I can also request a copy of my Information held by Kensington by writing to the Data Protection Officer at Kensington, Ascot House, Maidenhead Office Park, Maidenhead SL6 3QQ.
27. Kensington may charge an administration fee to meet the costs in providing me with details of my Information.
28. In the event that I do not arrange appropriate insurance protection for the property, I agree that on or after completion of the mortgage, Kensington may insure the property at my cost against loss or damage by fire and such other risks and in such amounts its considers reasonable to protect its security over the property. I understand that any insurance arranged by Kensington is for its own benefit only and that I have no right or claim in relation to that insurance.
29. I acknowledge that it is my responsibility to ensure that appropriate life cover or other means of repayment is in place to repay the mortgage in the event of my death, or if there is more than one of us, in the event of the death of both/all of us.
30. I agree that Kensington will keep any form of commission insurers may give it for arranging my insurance with them as a part of this mortgage.
31. Unless I am applying for a buy to let mortgage, I will not let the property or create any further security over the property prior to or after completion of the mortgage without Kensington's prior consent.
32. If I have applied for an interest only mortgage or a part interest/ part capital repayment mortgage, I understand that it is a condition of the mortgage and my responsibility to put in place and maintain a credible repayment strategy to ensure that at the end of the term of my mortgage I will be able to pay off the mortgage debt in full. I understand that you advise me to obtain independent financial advice in relation to this repayment strategy. I will regularly check the performance of the repayment strategy to ensure that it continues to be sufficient.
33. I understand that any telephone calls and emails relating to my application or mortgage may be recorded and monitored for security, quality and/or training purposes.
34. I confirm that I have been made aware of any potential application fees payable on application and whether or not these fees are non-refundable. I can confirm I have also been made aware of any early repayment charges payable on redeeming all or part of the mortgage and any other costs in connection with the application.
35. I authorise Kensington to add to or deduct from the mortgage advance any completion fee, acceptance fee, valuation fee or telegraphic transfer fee where applicable or any other fee as may be stated in the mortgage offer and/or Key Facts Illustration ("KFI").
36. I authorise Kensington to email any documentation to my intermediary and to liaise with my intermediary regarding my application. I acknowledge that Kensington may pay my intermediary a fee for introducing this mortgage application to Kensington, and that the payment of such fee could prejudice the impartiality of my intermediary when advising me on the mortgage.
37. I accept that Kensington may withdraw, revise or cancel a mortgage offer for the reasons notified to me at the time the offer is made.
38. I authorise Kensington or its agents to make such enquiries and take up such references as it considers necessary in relation to my application.
39. I will make all payments by Direct Debit, unless otherwise agreed with Kensington. I understand that the amount that I pay each month or the date that I make my monthly payment may change and that in either case Kensington will give me notice in writing before this happens. On this basis, I waive the normal fourteen days BACS notice requirement.

### Marketing consent

I agree my name and address may be disclosed to market research organisations for the purpose of confidential market research conducted on behalf of Kensington.

If I agree to my Information being shared in this way, I should tick the box

I agree that The Northview Group Limited may use my Information to send me details of other products and services which may be of interest to me by the methods indicated in my application. I may at any time inform Kensington that I do not wish to receive future marketing literature by email to [kensingtonmarketing@kmc.co.uk](mailto:kensingtonmarketing@kmc.co.uk)

**I understand that my home may be repossessed if I do not keep up repayments on my mortgage.**

By submitting the application and signing below I agree that

- Kensington can rely upon the truth and accuracy of the information contained within my application, the documentation provided in support of my application, and the declarations above; and
- Kensington can use my Information for all the purposes referred to within the declarations above.

**All applicants to the mortgage must sign below.**

By signing and dating this application, I confirm that I have read the information contained in the mortgage application and the declarations. If there is anything that I do not understand or do not agree with, I will discuss this with my intermediary before signing below.

Name of first applicant

Signed

Date

   /   /    

Name of second applicant

Signed

Date

   /   /    

**For completion by intermediary**

Intermediary

FCA Number

Name of intermediary employee submitting application

Network/Mortgage Club

Kensington's application reference number