

Standard Declaration & Direct Debit Form

Applicant(s) name: _____

Application number: _____

This declaration is in addition to the information received and declarations made through the application process. By signing this, you are confirming your agreement to all of the declarations set out in the application process (as reflected in the Application Summary), as well as those specifically set out below.

It is important that the whole of this declaration is read and understood fully before it is completed, signed and returned to West Bromwich Building Society ("the Society"). If you are unsure or confused on any point, please consult your solicitor.

This declaration is to be read and signed by each Applicant.

Important Notices

Your contract with the Society will be based solely on the terms of the mortgage application process, the mortgage application form, this declaration and any mortgage offer or other literature provided to you by the Society.

The Society will release the mortgage money to you when instructed to do so by your solicitor. The mortgage money will normally be released via your solicitor. By signing the mortgage deed, you accept all the terms of the mortgage included in the standard conditions of offer, any special conditions of offer applicable to the mortgage offer, the relevant mortgage conditions and the Society's Rules. The Society may withdraw the offer of loan at any time without notice in the event that any information in your application is, or becomes, inaccurate, or any question arises or event occurs which, in the Society's reasonable opinion, renders it undesirable for the loan to be made.

Valuation

The Society will obtain a valuation of the property in order to assess its suitability as security for a mortgage loan. The Society's valuation is a basic one which may be restricted to the use of limited external appraisals, automated valuations or computer-based data to establish the value of the property. It is not a survey and there may be faults in the property which will not be discovered. While this is sufficient for the Society's purposes in deciding whether to make the loan and how much it is prepared to lend, the information provided is, in our view, not sufficient for you as the purchaser.

The Society recommends that you obtain a more detailed report on the condition and value of the property, based on a full inspection, to enable you to decide whether the property is suitable for your purposes both as an investment and a residence. Our staff can help you with finding a valuer to undertake such an inspection for you. It is on the basis that the Society and its valuer (if instructed) do not accept any responsibility to you if you proceed with your purchase relying on the Mortgage Valuation alone.

Property Insurance

It is a condition of the mortgage that the property be adequately insured against fire and associated perils. The property must be insured for its full reinstatement value.

Please note that it is your responsibility to ensure that all necessary forms of insurance relating to the property and the mortgage are in place from the point of exchange.

Joint Borrowers

If your mortgage is taken out in joint names, the responsibility for repayment of the loan is joint and several. This means that you are each liable for the whole loan. This is important if either of you experience financial difficulty maintaining your monthly repayments. If your circumstances do change in the future or you experience financial difficulties, it is important that you contact the Society as soon as possible.

How we use your personal information

In order to process your application and manage your account, any information provided by you may be held by West Bromwich Building Society (as Data Controller) in our records and may be shared within West Bromwich Building Society Group of companies, as well as with Fraud Prevention Agencies and Credit Reference Agencies. For further information about how we will use your personal information and your rights under Data Protection legislation, please read the Privacy Notice that has been provided to you which is also available at www.westbrom.co.uk/privacy-notice.

If you have any questions about the information provided, please write to the Data Protection Officer at West Bromwich Building Society, 2 Providence Place, West Bromwich B70 8AF.

Interest

I/We understand that:

1. the first month's interest payment is due on the date of completion in respect of interest from the date of the advance up to the end of the month in which the loan is made, and if it remains unpaid it may cause the term of the mortgage to be extended and such unpaid interest will be included in the calculation of arrears; and
2. (unless otherwise stated in the product leaflet) interest is charged up to the end of the month in which the loan is repaid together with any further interest payments and/or charges as set out in the mortgage offer; and
3. the Society has the right to vary the rates of interest and monthly payments in accordance with the terms of the Mortgage Conditions.

Mortgage transfers by the Society, including Securitisation

Securitisation is one way in which the Society can raise large scale funds to provide mortgage finance at competitive rates. This may involve transferring mortgages to third parties, possibly another lender. This enables funds to be raised in the capital markets using residential property as security. The Society is under no obligation to inform you of any actual or proposed securitisation of your mortgage. However, if you would like to know if your mortgage has been subject to a securitisation, you can write to West Bromwich Building Society, 2 Providence Place, West Bromwich B70 8AF.

The West Brom 'Fees Assisted Legals' mortgage

Under the 'Fees Assisted Legals' service, the solicitors or licensed conveyancers instructed by the Society will act only for the Society and are unable to give you legal, financial or tax advice on your mortgage and have no liability or responsibility to you for the service provided.

If you apply to the Society for a 'Fees Assisted Legals' mortgage, you are reminded that the Society will normally pay the legal costs involved in a straightforward re-mortgage of registered land. This means that in most cases there will be no legal cost to you but you are likely to be charged a fee by the solicitors or licensed conveyancers when redeeming your current mortgage. For leasehold cases, any fees payable to the freeholder or management company, or any fees incurred carrying out company searches or obtaining documentation in respect of the management company, must be paid by you.

You will, however, have to pay for any non-standard work that the Society's solicitors or licensed conveyancers carry out. Please refer to the list below. The Society recommends that you should take independent legal advice before you enter into the mortgage contract. The solicitor or licensed conveyancer we choose will act for the Society but if you choose not to rely on this solicitor or licensed conveyancer and/or take independent legal advice, you will not be permitted to select this fees assisted product and must select an alternative product.

Please note, if you have a mortgage with another lender, you are responsible for any charges they impose. They may make a charge for the following:

- Releasing the title deeds
- Issuing a redemption statement
- Redeeming your mortgage before the end of the agreed mortgage term.

Additional charges payable by you

You will be required to pay additional charges in the following circumstances:

- Transfers of equity (single to joint or joint to single borrowers). The fee includes completion of the Stamp Duty Land Tax Form
- Deed of Postponement(s)
- Landlord's notice fee
- Telegraphic Transfer of funds to any first or subsequent mortgage lender on mortgage redemption
- Telegraphic Transfer of any surplus funds in accordance with your instructions
- Extra work involved in dealing with unregistered title including the cost of the first registration fee
- Transfer of share
- Licence to assign
- Search fees >£500k
- Land Registry fees >£500k
- Searches / Special reports
- Redeeming an existing Help to Buy charge.

Other charges may apply and the above list is not exhaustive. Additional fees may be charged for any work or services which may be required over and above the standard legal work in a conveyancing case.

The Society only permits the 'Fees Assisted' remortgage product where one of our law firms is allocated. No alternative is permitted, for example, where you retain the product but select an alternative law firm of your choice.

DECLARATIONS:

By signing the below, I/we confirm that I/we understand and make all of the declarations set out in the application process and on this declaration:

I/We have not been convicted of a criminal offence other than motoring offences (convictions spent under the terms of the Rehabilitation of Offenders Act 1974 do not need to be disclosed).

All of the information provided by me/us during the application process (and as documented on this declaration and in the Application Summary) is true, accurate and not misleading.

I/We have not arranged any other loan or further mortgage or any financial assistance by way of Local Authority or other Grants in relation to this property.

I/We am/are able to afford the mortgage repayments under the terms of the Society's mortgage.

I/We have read and accept the notes contained on this declaration.

I/We, being over 18 years of age, declare that the information supplied during the application process and on the application for a mortgage advance, and provided in connection with my/our application for a mortgage advance is true and complete, that nothing materially affecting the application has been concealed by me/us and that the same shall form a basis of any arrangement for a quotation.

I/We confirm that the income and assets from which the mortgage is to be repaid is denominated in sterling.

I/We agree that the Society or its authorised agent may at any time apply to my/our employer, accountant, landlord, lender, bank, tax office or insurance company for references and life assurance policy details;

I/We understand that details of properties taken into possession will be passed to the Possessions Register, which is kept by major credit reference agencies.

I/We understand that the Society may outsource the administration of my/our account to a third party. I/We authorise the Society to give, send and receive information and personal data to/from such third party for the purpose of administering my/our account. I/We understand that the information may be sent/received verbally, in writing, via the telephone, fax or electronic mail (which has the potential for reduced levels of security).

I/We hereby authorise the Society or its professional advisers to disclose to a creditor of mine details of my/our address on written request from such creditor.

I/We confirm that I/we understand the section entitled **The West Brom 'Fees Assisted Legals' Mortgage** above.

I/We understand and agree that the Society reserves the right to use its own solicitors and I/we will be responsible for the Society's legal costs.

I/We acknowledge that I/we will be responsible for paying my/our solicitor's costs whether or not the transaction proceeds.

I/We authorise my/our solicitors to disclose to the Society all information relevant to the Society's decision to lend and waive any rights to confidentiality or privilege in respect of such information.

I/We authorise the Society to send to my/our solicitors the net amount of the loan (less any higher lending charge, completion fee, inspection fee or other costs associated with the loan and not paid in advance and any retention specified in the Special Conditions of the offer).

I/We understand and agree that I/we will incur separate representation fees for any alternative to the Society's solicitors I/we choose to use.

I/We have read the section headed "Valuation", concerning the Standard Mortgage Valuation for mortgage purposes, and I/we understand that the Society recommends that I/we obtain a detailed report for my/our own purposes. Where a Standard Mortgage Valuation for mortgage purposes is provided, I/we understand that I/we run the risk that the property might suffer from serious defects.

In making the mortgage, I/we acknowledge that neither the Society nor any valuer (if a valuer has been instructed) are responsible for the physical condition of the property or for completion of the construction of the property. I/We further acknowledge that in the event that the Society instructs a valuer and obtains a valuers report, if the report mentions any defects or repairs it is not taken as a guarantee that no others exist.

I/We accept that it may be in my/our interest to commission my/our own structural survey and that by making the mortgage the Society does not imply any guarantee or warranty with regard to the property.

I/We understand that the valuation fee will be refunded if this application is withdrawn or declined prior to the valuation having been instructed, but that the booking fee is not refundable if this application is withdrawn or declined.

I/We understand that you will be charged a completion fee at completion. You understand that this payment does not constitute completion of the mortgage and that the completion fee shall be refunded if this application is withdrawn or declined prior to completion of the mortgage.

I/We agree that, unless I/we have told you otherwise in writing at the time of making this declaration, the Society may assign, transfer or deal in any other manner with its rights, benefits and obligations in respect of the loan I/we apply for, to or with any other person, body or third party of any kind.

I/We acknowledge that the Society may insure the property on a reinstatement basis through the Society's agency with such company and for such amounts and for such risks as the Society decides and that the Society may debit the premiums due under the insurance policy to the mortgage account. I/We undertake to advise the Society if the property is ever left unoccupied and not fully furnished for more than sixty days. I/We accept that the sum insured may exceed the market value of the property. For the avoidance of doubt, I/we confirm that this does not affect my/our obligation to insure the property.

I/We have received and read the Illustration which provides details of the mortgage selected.

I/We understand that it is my/our responsibility to ensure that all necessary forms of insurance relating to the property and the mortgage are in place.

I/We declare that the making of a mortgage advance to me/us does not imply that the Society accepts any responsibility to me/us in relation to the suitability or effect of any policy or scheme as referred to during the application process, or any act omission neglect representation or statement made by a third party.

Marketing Consent

The Society would occasionally like to keep you up to date with details of products and services by email, telephone or post. The Society will not sell your details to any company for their own use, but may pass on your details to i) its subsidiary companies and ii) mailing houses (who enable us to send our direct marketing communications to you).

If you **would like** to receive such direct marketing communications, please indicate by marking the box. ☐ First applicant ☐ Second applicant

You may withdraw your consent or change your preferences at any time by writing to: Data Protection Officer, West Bromwich Building Society, 2 Providence Place, West Bromwich B70 8AF. Alternatively, you can speak to our Customer Service team on 0345 241 3784 (we are open Monday to Friday 8:30am to 7.00pm; Saturday 8:30am to 12:30pm).

Please note that these instructions will supersede any existing consents currently held by the Society. These will also continue as your current marketing preferences unless you contact us and tell us otherwise.

I/We have read the section entitled Marketing Consent and by signing this form I/we consent to the uses and disclosures of information listed.

By signing this declaration I/we agree that the Society may disclose to the relevant broker or other person or company any information the Society possesses in relation to my/our application, including but not limited to updates in the event that I/we breach the terms of any mortgage account subsequently made available to me/us.

First Applicant's Signature _____

Second Applicant's Signature _____

Date _____

Date _____

Note: There may be a booking fee/valuation/completion fee linked to the mortgage product you are applying for. Some of these fees are payable upon application. Please refer to your Illustration.

If you are paying fees upon application, please indicate how you intend to pay these by ticking the appropriate box below.

☐ Deduct £_____ from the mortgage advance

☐ Add £_____ to the loan (subject to Loan to Value criteria).

Tel: 0345 241 3597 Fax: 0121 500 7746

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE

Head Office: 2 Providence Place, West Bromwich, B70 8AF
www.westbrom.co.uk

Calls and electronic communications may be monitored and/or recorded for your security and may be used for training purposes. Your confidentiality will be maintained. The West Brom is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Register No. 104877. 'the West Brom' is a trading name of West Bromwich Building Society.



Direct Debit Instruction Form

Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form and send it to:

Direct Debit applications, West Bromwich Building Society, 2 Providence Place, West Bromwich B70 8AF

Name and full postal address of your bank or building society branch

To: The Manager

Address:

Postcode:

Name of account holder(s)

Branch sort code

<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>
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Bank/Building society account number

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Banks and building societies may not accept Direct Debit instructions for some types of account

Direct debit reference number. Please enter your mortgage account number.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Instruction to your bank or building society:

Please pay West Bromwich Building Society Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee.

I understand that this instruction may remain at the West Bromwich Building Society and, if so, details will be passed electronically to my bank/building society.

Signature

Date

Signature

Date

Direct Debit Guarantee

The Direct Debit service is designed to make paying your mortgage easier. That's because, when you pay by Direct Debit, your mortgage repayments are paid automatically on the same day each month. You don't have to send a cheque every month or visit your local branch, and you don't need to change your payment instructions every time your monthly repayment changes. The Society will write to you 5 days before the date of any change, so you are aware of where you stand. Then we will automatically collect the new amount on the next due date. When you pay by Direct Debit, you are covered by the Direct Debit Guarantee (see below for full details). Please ensure that your policy form is signed and dated.

We are unable to deal with your request unless the form is signed.

The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit West Bromwich Building Society will notify you five working days in advance of your account being debited or as otherwise agreed. If you request West Bromwich Building Society to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit by West Bromwich Building Society or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
- If you receive a refund you are not entitled to, you must pay it back when West Bromwich Building Society asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

