

Declaration and Acceptance of Offer

Applicant: _____

Account No.: _____

Please note that if this declaration and acceptance of offer is not signed by all mortgage applicants and returned to us then we will not be able to complete your mortgage.

You must read this declaration and acceptance of offer carefully and then sign at the end. Please note that the headings are provided for your convenience only and do not affect the construction or interpretation of this declaration.

To: Keystone Property Finance Limited (KPF), its agents, its successors and assigns and those deriving title through it.

I/We declare and agree that:

- I/We mean(s) the applicant(s) and if more than one we accept and agree that we will be jointly and severally liable for the amount of the mortgage;
- I/We understand that I/we will be required to sign a legal charge relating to the property to secure the loan I am/we are applying for and that legal charge will also secure any other sums I/we owe to you now or in the future;
- I am/We are 21 years of age or over or, if there is more than one applicant then at least one of us is 21 years of age or over and the other applicant(s) are 18 years of age or over;
- If the application is in the name of a limited company, I/we are director(s) authorised by the limited company to make the application and all directors and shareholders will act as guarantor(s) of the mortgage, jointly and severally. I/we understand and accept that I/we will be liable for the full amount of the mortgage as well as the applicant company. Furthermore I/we agree to take independent legal advice;
- I/We have personally completed our mortgage application, or if it was completed by someone else, have read and checked every answer;
- I/We have sufficient means to support the mortgage I/we applied for including if the property is unoccupied by tenants;
- I/We understand and agree that you may share my/our personal information with my/our employer(s), landlord, accountant, banker, current and previous lenders and HMRC in order to request information from them and I/We authorise my/our employer(s), landlord, accountant, banker, current and previous lenders and HMRC to release to you any information you may request from them;
- I/We understand that if I/we or another party have falsified any information in connection with our mortgage application, you will be entitled to withdraw any mortgage offer that you have made to me/us;
- Unless otherwise stated in my/our application, I/we have made all payments due under any existing or previous mortgage to which I/we have been a party on the date and in the manner required and that no arrears have arisen thereunder;
- All payments made in respect of any mortgage granted are made for and on behalf of all applicants detailed in this application, irrespective of the originator of such payments. I/We acknowledge that any reservation fee paid to secure funds under a limited issue product is non-refundable;
- The information given in my/our application was true to the best of my/our knowledge and belief and will, together with this declaration, form part of the terms of any mortgage that I/we enter into with you. I/We have disclosed any additional information which is material to my/our application. If any information I/we have given is incorrect, I/we will make good any loss that you may suffer by relying on that information. I/We will give any additional information that may be requested and will, prior to completion, notify you in writing of any change in my/our circumstances which affects (or may affect) the information supplied or the mortgage offer that you have made;
- I/We accept that you may withdraw a mortgage offer before completion in the circumstances set out in condition 10 of section 2 of the Mortgage Conditions;
- I/We authorise you to accept instructions relating to my/our mortgage, from me/us, my/our Broker/Intermediary/Solicitor verbally, in writing, via telephone, fax, and electronic mail (or any other similar method of communication). I/We authorise you to give, send or receive information relating to my/our mortgage, if granted, to me/us, my/our Broker/Intermediary/Solicitor/Prospective lenders/Insurers and other third parties via the above methods of communication. **I/We accept that electronic mail has the potential for reduced levels of security, especially mails which are unencrypted, and I am/we are prepared to accept this risk;**
- As the mortgage is to be made on a buy to let basis I/we will not occupy the mortgaged property at any point in the mortgage term. In such circumstances I/we will not, at any point in the mortgage term,

allow that property to be occupied by my/our spouse, civil partner, parent (including step parents and in-laws), sibling, child, grandparent, or grandchild, aunt and uncle or any person (whether or not of the opposite sex) whose relationship with me/us has the characteristics of a relationship between spouses;

- The mortgaged property is not, and will not during the mortgage term be, subject to a sale and rent back arrangement under which it is occupied by a person who transferred the property to me/us in return for a right to occupy the property;
- If the property to be mortgaged is held on a leasehold basis I/we will comply with all terms and obligations contained in that lease including those related to the payment of ground rent and/or service charges.

Insurance

As the mortgage is made on a buy to let basis I/we accept that there is a need for adequate landlord property insurance to be in place at all times during the term of this mortgage.

Solicitor/Legal Representative

I/We understand that you may have instructed a solicitor (at your discretion) to act on your behalf and that I/we will be responsible for your legal costs and disbursements whether or not a mortgage is completed.

I/We authorise my/our Solicitor, Licensed Conveyancer or Broker/Intermediary to disclose to you any information relating to my/our mortgage. I/We give up any right to claim solicitor/client confidentiality or legal privilege in respect of such information.

Valuation

I/We understand that you have instructed a provider of valuations to carry out a property valuation at my/our cost for your own purposes and I/we understand that subsequently any valuation report may not be made available to me/us. I/We understand that in certain circumstances the valuation of the property may be assessed using statistical information and that a provider of valuations may not physically visit the property.

I/We further understand that you are not the agent of the provider of valuations and that I am/we are making no agreement with the provider of valuations and no statements or representations will be relied upon by me/us.

I/We understand that no responsibility to me/us is implied or accepted by you or the provider of valuations by reason of the inspection and valuation for either the value or condition of the property. I/We understand that you do not undertake to give advice as to the value or condition of the property and accept no liability for any such advice that may be given. I/We understand that I/we should not rely on the valuation for any purposes at all.

I/We understand that the valuation fee is payable by me/us in advance and is not returnable.

I/We understand that the property valuation is not a Structural/Building Survey or House/Home Buyers report and that there may be serious defects in the property which are not revealed. I/We understand and accept that it is my/our responsibility to satisfy myself/ourselves as to the structural soundness and condition of the property and its value for re-instatement purposes.

I/We agree that you may share information about the property or its value with other people or organisations for the purpose of providing information to help in valuing properties.

Assignment/Transfer

I/We agree that you may, without notice, transfer or assign, either in whole or in part any loan, mortgage or security for the repayment of any loan or mortgage made to your successors and assigns which include, without limitation, your legal and equitable assigns whether by way of absolute assignment or by way of security only and those deriving title under it or them. I/We understand that you may provide details of my/our account to prospective successors and/or assigns in order that they may conduct due diligence checks prior to any transfer taking place. I/We understand that such checks may involve my/our personal data being passed to third parties, including, but not limited to, credit reference and fraud agencies for the purpose of quality analysis.

I/We understand that you may disclose information relating to my/our loan, mortgage or security for the repayment of any loan or mortgage made in connection with my/our application to third parties (such as banks, building societies or insurance companies) so that the transition from one lender to another is completed satisfactorily.

I/We understand that after my/our loan, mortgage or security for the repayment of any loan or mortgage made has been transferred or assigned, you 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.

Credit Reference Agencies

This section provides a short-form explanation of the use of your personal information by Credit Reference and Fraud Prevention Agencies (FPA) (for example Experian, CIFAS etc.).

- When you applied to us, we checked the following records about you and others (see below)
 - a. Our own;
 - b. Those at credit reference agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. They supply to us both public (including electoral register) and shared credit and fraud prevention information.
 - c. Those at fraud prevention agencies (FPAs).
- We made checks such as assessing the information provided to us for credit and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your application and account with us.
- For the purposes of verifying my/our identity I/we understand that the CRA may check the detail I/we supply against any particulars on any database (public or otherwise) to which they have access. The CRA may also use these details in the future to assist other companies for verification purposes. A record of the search will be retained.
- If you applied for a mortgage with someone else, we will link your record with theirs. We will do the same if you tell us you have a spouse, partner, civil partner- or that you are in business with other partners or directors. You should tell them about this before you apply for a product or service. It is important that they know your records will be linked together and that credit searches may be made on them. CRAs will also link your records together. These links will stay on your files unless one of you asks the CRAs to break the link. You will normally need to give proof that you no longer have a financial link with each other.
- If you gave or give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.
- If you have borrowed from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.
- We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 2018

Full details of our Privacy Policy can be found [here](#).

Recording of telephone calls

Please note that we record and monitor telephone calls for training, monitoring and dispute resolution purposes.

Declaration (general)

I hereby declare that this agreement is entered into wholly or predominantly for the purpose of a business carried on or intended to be carried on by me.

I understand that I will not have the benefit of the protection and remedies that would be available to me under the Mortgage Credit Directive Order 2015 (the "Order") if the agreement were a consumer buy-to-let mortgage contract under the Order, and I am aware that if I am in any doubt as to the consequences of the agreement not being regulated by the Order, then I should seek independent legal advice.

I understand that I will not have the benefit of the protection and remedies that would be available to me under the Financial Services and Markets Act 2000 (the "Act") if this agreement were a regulated agreement under that Act.

I am aware that, if I am in any doubt as to the consequences of the agreement not being regulated by the Act, then I should seek independent legal advice.

I/We confirm that I/we have been made aware of any potential arrangement fees, and/or early repayment charges payable on redeeming all or part of the mortgage and any other costs in connection with my/our application.

I/We understand that any person (other than one or more of your employees) with whom I/we deal in connection with my/our application (or any related insurance) is not empowered to make any representation or give any undertaking on behalf of you whether in relation to the mortgage applied for (or any related insurance) and therefore you shall not be bound by or be liable for such representations or undertaking.

I/We authorise you to add to or deduct from the advance any arrangement or acceptance fee, telegraphic transfer fee, and higher lending charge where applicable.

I/We have authorised you to carry out checks with credit reference agencies, fraud prevention agencies and with third parties such as my employer, landlord and accountant (as applicable) in order to assess my/our eligibility to receive the mortgage and to assist with the administration of the mortgage, if granted.

I/We confirm that I/we have read and understood the contents of this declaration, in particular, the information relating to credit reference and fraud prevention agencies.

Acceptance of Offer

I/We understand that if the mortgage is, either in whole or in part, held on an interest only basis I/we will only be paying off the interest and the original amount borrowed on that basis will still be outstanding at the end of the mortgage term. I/We understand that my/our mortgage payments do not include the costs of any savings plan or other investment I/we may have arranged to build up a lump sum to repay the amount borrowed. I/We understand that it is important to check regularly that my/our savings plan or other investment is on track to repay this mortgage at the end of the term. I/We understand that this offer has an expiry date and I/we understand and agree that I/we will complete the mortgage transaction on or before the expiry date. I/We understand that Keystone Property Finance Limited is not obliged to extend or renew this offer if I/we have not completed the mortgage transaction before the expiry date. I/We understand that Keystone Property Finance Limited may also withdraw the Offer after I/we have accepted it but before completion in the circumstances set out in the Mortgage Conditions.

I/We understand that my/our property may be repossessed if I/we do not keep up repayments on my/our mortgage. I/We acknowledge receipt of, and accept, the current edition of the Mortgage Conditions and the Offer dated _____. I/We confirm that I/we have read and understood all the terms and conditions contained therein and agree to be bound by them.

By signing this declaration and acceptance of mortgage offer I/we confirm all of the items set out in the sections above.

Signature of Applicant 1

Dated

Signature of Applicant 2

Dated

Signature of Applicant 3

Dated

Signature of Applicant 4

Dated

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