



## Application Declaration - Separate Representation

Application ID:

Applicants name(s):

### 1. Your information

Cynergy Bank's decision on whether to lend to you, is based on the information you have provided in this application. You declare that the information given in this application is true and accurate.

If it alters, you must promptly tell Cynergy Bank in writing. We may demand repayment of your mortgage loan if your application is inaccurate or misleading. Deliberately or recklessly making false, misleading or inaccurate declarations is fraud, which is a criminal offence for which you may be prosecuted.

If you commit mortgage fraud then you are also at risk of being sued for recovery of the sums loaned under the mortgage, which means your home could be at risk.

### 2. Your financial commitment

You declare that you are aware of the monthly payments under the mortgage. If you have chosen a variable interest rate and the interest rate increases, your monthly payments would also increase.

Taking on new or additional financial commitments at any time during the period of the mortgage, where you have not received any corresponding increase in income, could affect your ability to meet the mortgage payments as they fall due.

Your home will be at risk if you fail to maintain the mortgage payments.

### 3. Non-refundable costs and fees

- You agree to pay a valuation fee and monitoring surveyor fees\*. The valuation fees are paid upfront and the Monitoring Surveyor fees are payable each time a report is produced by the bank appointed Monitoring Surveyor. Both fees are non-refundable once the valuation has taken place, even if Cynergy Bank does not offer you a mortgage;
- You agree to pay a Product Fee\*. This Fee is charged on some mortgages as part of the deal. It might be a flat fee, or a percentage of the loan amount. It can be paid upfront by deducting from the total mortgage amount or by adding to the total mortgage amount. If you add it to your mortgage, you will pay interest on it at the same rate as the rest of your borrowing;
- You agree to pay a Telegraphic Transfer Fee of £25 upon completion of the mortgage;
- Telegraphic Transfer Fee payable to Cynergy Bank on each tranche of funds released
- You will need to instruct a solicitor to act on your behalf in connection with your transaction. You may need to pay legal charges and costs as part of their work on your behalf. These charges/costs are normally charged by the solicitor directly to you, unless we tell you that we will contribute to the legal costs as part of your product deal.
- Cynergy Bank will instruct a solicitor to act on its behalf in connection with your transaction. You agree to pay all Cynergy Bank legal charges and costs in connection with the mortgage whether or not it proceeds to completion. These charges/costs are normally charged by the solicitor directly to you, unless we tell you that we will contribute to the legal costs as part of your product deal.

**\*Please refer to the ESIS (European Standardised Information Sheet) and the Tariff of Charges provided for a breakdown of the Product fees referred to in this section.**

#### 4. Solicitor

You must appoint a solicitor or licensed conveyancer to act on your behalf. The solicitor/conveyancer must be regulated by the Solicitors Regulation Authority or the Institute of Licensed Conveyancers must practice in a firm with at least two partners and their firm must have professional indemnity insurance cover of not less than £2,000,000. The solicitor/conveyancing firm must be approved at the point of application by Cynergy Bank. The solicitor firm must hold the Conveyancing Quality Scheme (CQS) accreditation.

Cynergy Bank will appoint a solicitor from its pre-approved panel of law firms to provide separate and independent representation. You will be responsible for paying all legal fees and costs incurred by Cynergy Bank and You in respect of this transaction, whether the transaction proceeds to completion or not.

#### 5. Withdrawing from the application process

You agree that:

- Cynergy Bank may reject or refuse your application; and before offering you a mortgage, Cynergy Bank may withdraw or revise any indication Cynergy Bank has made about the availability of a particular mortgage.

#### 6. Personalised illustration

You acknowledge that you have been provided with an Initial Disclosure Document and ESIS for the mortgage loan you are now applying for.

#### 7. Insurance

You agree to insure the property until you have repaid the mortgage loan amount as set out in the General Conditions. The insurance must be for the full reinstatement cost of the property under a comprehensive policy. You also agree to provide a copy of the most recent insurance schedule upon request.

You acknowledge that if you are taking out the mortgage jointly with another person, it is your responsibility to ensure that you have suitable life cover or other means of repayment in place to repay the mortgage in the event of your death.

#### 8. Valuation report

In order to lend on a property, Cynergy Bank requires a mortgage valuation to be carried out to support its lending decision. Cynergy Bank will normally instruct a Valuer of its choice (the "Valuer") to prepare a mortgage Valuation Report (the "Valuation Report").

You acknowledge that:

- the Valuation Report is solely for the benefit of Cynergy Bank to determine whether and how much Cynergy Bank will lend you and may be unsuitable for use by you; and
- neither Cynergy Bank nor the Valuer accept any responsibility or liability to you or any other party in connection with the Valuation Report and you must not assume that if Cynergy Bank offers you a mortgage, the property is suitable for your requirements.

The Valuation Report is separate from any valuation or survey of the property you might wish to commission yourself. There are other homebuyers or structural survey options available to you at an extra cost. You are strongly advised to obtain an appropriate valuation/ survey report for your own purposes before making any decision or commitment.

You acknowledge that if you do instruct a separate survey, this will be a separate contract between you and your survey provider.

## 9. Use of the property

**For Residential applications:** You confirm that you are at least 18 years old, that you or a related person will live in at least 40% of the property as a dwelling and the property will not be used for business purposes. A related person means; a person who is a mortgage applicant's spouse or civil partner; a person (whether or not of the opposite sex) whose relationship with a mortgage applicant has the characteristics of the relationship between husband and wife; or a mortgage applicant's parent, brother, sister, child, grandparent or grandchild.

**For Buy to Let applications:** You confirm that you are at least 21 years old, that the property will be used for rental purposes contracted by means of an assured shorthold tenancy.

## 10. Re-mortgage applications

Where you are applying for a re-mortgage, you authorise Cynergy Bank to obtain a repayment figure from your existing lender(s). You may be required to pay any fees charged by your existing lender(s) relating to the re-mortgage, such as fees for providing a repayment figure to us and any repayment fees in connection with your existing mortgage.

## 11. Data protection

Cynergy Bank will store and use your personal data in line with our published privacy policy (a copy of which has previously been provided to you) and the relevant section of our terms and conditions. The latest copy of our privacy policy, which may be updated from time to time, can be found at:

<http://www.cynergybank.co.uk/privacy-policy/>

## 12. If you are applying for an interest only mortgage

If you are applying for an interest only mortgage, you acknowledge that (a) it is your responsibility to ensure that you have a repayment plan to repay the mortgage at the end of the term; and (b) if you cannot repay the mortgage at the end of the term then your home could be at risk.

## 13. Authority to request information from third parties (where applicable)

I/we authorise Cynergy Bank to obtain any information it may require from the first mortgage holder, employers and accountants in respect of my/our mortgage application.

## 14. Product fee added to mortgage loan

Some very important information about adding your Product Fee to the mortgage loan:

- If you have requested for the Product Fee detailed in the ESIS to be added to your mortgage loan.
- This means that the Product Fee forms part of the mortgage amount and that interest will therefore be paid over the full term of the loan as detailed in the ESIS.
- Should you not wish to add the Product Fee to the mortgage loan, it can be paid upfront by deducting from the total mortgage amount without any additional interest.

Please sign the declaration below to confirm that you are happy for the Product Fee to be added to your loan and recognise that by doing so it will be subject to interest over the full term of the loan.

## Declaration

I/we acknowledge this information and the mortgage application declarations set out above and agree that I/we:

- Understood the implications of adding the Product Fee to the mortgage loan, if applicable.
- Have carefully read these application declarations, the ESIS and any other mortgage literature provided during the mortgage application.
- Have asked my/our broker/intermediary to explain anything about which I/we are unsure about.
- Have received and understood the Privacy Notice.
- I have understood the fees and charges involved

## Marketing preferences

Cynergy Bank would like to keep you informed about our latest offers, products and services that we believe may be of interest to you.

If you are happy to receive this information please tick how you wish to receive it. You can tick more than one box, as not all promotions will be available through each channel.

We can only ever contact you with details of new offers and products if you have provided your consent. We will not share your information with third parties.

All     Email     Telephone     Post     Text

If, at any time, you want to update or amend your marketing preferences, please contact our Mortgage Support team by phone on 0345 850 5555 or secure message on Online Banking. Calls may be recorded for monitoring and training.

## Signature(s) of applicant(s)

### Applicant 1:

Signature:

Print name (in capitals):

Date:

### Applicant 2:

Signature:

Print name (in capitals):

Date:

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