

Only to be used for Buy to Let cases and NOT Consumer Buy to Let

Case ID			
Date			

Buy to Let Mortgage Decla	rations
Customer name(s)	
Submission Cover Sheet	
Supporting Documentation provided	
l Please advise how the procuration fee is to be paid. Note, without full deta	ils your payment may be delayed.
Via a Local Agreement OR	Put your Mortgage Club Sticker here.
National Agreement – please quote Agency/Mortgage Club Number	

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These declarations set out what you can expect from us when you make an application to take out a mortgage with us – and what we ask of you, to help us process your application and keep your mortgage running smoothly.

These declarations apply to everyone named in the mortgage application or mortgage account, together and as individuals. They also apply to the directors, shareholders and members of special purpose vehicle companies and limited liability partnerships.

In these declarations you are making a number of statements of truth and are accepting you understand that we will be applying for certain information from other people in order to assess your application.

It is important that you read these declarations carefully, and ensure you understand them, before signing.

# **Your Information**

Barclays is committed to protecting your personal data. We will use your information for a number of different purposes, for example, to manage your account(s), to provide our products and services to you and others and to meet our legal and regulatory obligations. We may also share your information with our trusted 3rd parties for these purposes. For more detailed information on how and why we use your information, including the rights in relation to your personal data, and our legal grounds for using it, please go to. barclays.co.uk/important-information/control-your-data or you can request a copy from us.

### **Credit Reference Agencies and Fraud Prevention Agencies**

In order to process your application we will supply your personal information to credit reference agencies and fraud prevention agencies and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity. These agencies may in turn share your personal information with other organisations. If fraud is detected, you could be refused certain services, finance or employment. Once you open an account with us, we will share account data with the credit reference agencies on an ongoing basis.

If false or inaccurate information is provided to us and fraud is identified, details may be passed to credit reference and fraud prevention agencies to prevent fraud and money laundering and to verify your identity.

The Credit Reference Agency Information Notice (CRAIN) describes how the three main credit reference agencies in the UK each use and share personal data. The CRAIN is available on the credit reference agencies' websites:

- callcredit.co.uk/crain
- equifax.co.uk/crain
- experian.co.uk/crain

Or you can ask us for a copy of these.

For more details on how information held by credit reference agencies and fraud prevention agencies may be used, please go to barclays.co.uk/important-information/control-your-data or you can request a copy from us.

### Sharing information about you with tax authorities abroad

If we have reason to think that you are required to report your income or are subject to tax in another country, we may have to share information about your accounts with the UK or relevant tax authorities, either directly or via the local tax authority who may share that information with the appropriate tax authorities abroad. If we need to request extra documents or information from you about this, you must supply these. If you don't, you agree that we may close your account, or, if the law or other regulations requires us to do so, you agree that we may withhold parts of certain payments received into your account, and pass withheld funds to the relevant tax authorities (this is more likely if you leave the UK and become resident for tax purposes in another country).

# **Declarations**

# You make the following declarations to us

- 1. You are 18 years of age or over.
- 2. The information given by you to us is true, accurate, complete and up to date to the best of your knowledge and belief. You confirm and acknowledge that our decision to lend is based on this information.
- 3. If any information you give us is incorrect or misleading, you acknowledge that we may withdraw our mortgage offer, demand repayment or make reasonable changes to your mortgage account. This may mean changing your repayment method.
- 4. You agree to let us know if any of your circumstances change at any time.
- 5. You understand that in order to meet our obligations as a responsible lender, if your circumstances change or we suspect fraud we may at any time before any mortgage product offered to you is completed, withdraw, revise or cancel such an offer.
- 6. You authorise us to write to your existing lender to get your title deeds and the amount required to pay off your existing mortgage. You agree to pay any charges made by your existing lender for this (where appropriate).
- 7. You understand that we may decline your application if you do not meet our lending criteria.

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- 8. In the event you have elected to pay any charges by debit/ credit card you authorise us to debit your bank or credit card account with the product, valuation fee and/or any other charges nominated by you.
- 9. Where you have asked us to prepare a survey or survey and valuation report for you, by signing this declaration, you agree to this service being provided under the General Conditions set out in the A guide to survey and valuation services booklet.
- 10. You authorise your solicitor or licensed conveyancer to disclose to us any information relevant to our decision to grant you the mortgage and you agree to waive your claim to legal privilege over this information.
- 11. You also agree to pay legal costs incurred on a first registration if your property is currently unregistered and you are re-mortgaging to us under a free legal scheme.
- 12. If you apply for a mortgage and/or associated insurance products and your application is declined you may have a right of appeal.
- 13. You authorise us to send a copy of our mortgage offer to you and to your mortgage intermediary if you have one, and to provide your mortgage intermediary with any further information regarding your mortgage and mortgage application that they may require.
- 14. You ask us to arrange provision of the insurance products you have requested based on your insurance demands and needs.
- 15. You authorise us to disclose details of arrears which might arise in documents we need to send to Court. You also authorise us to enter details of your home on the possessions register which is maintained by credit reference agencies if we ever repossess your home.
- 16. You agree that the making of an advance or the granting of a mortgage does not imply any warranty as to the reasonableness of the purchase price or value of your property or its soundness of construction or state of repair.
- 17. You agree that we can transfer or charge the benefit of any mortgage resulting from this application and the security taken for it to any other person. You understand that if the mortgage is transferred to another person, except in exceptional circumstances, we expect to continue to administer the mortgage as their agent and will therefore:
  - continue to set interest rates; and
  - deal with the handling of any arrears on your mortgage.
- 18. You agree that by taking up all or part of any mortgage offered to you, and by signing this form, you agree to accept all the conditions set out in our offer letter. You agree that if you receive more than one offer letter, the letter showing the latest date will be that which applies.

- 19. You authorise us to contact any named occupier of the mortgaged property, in person or in writing, so that the occupier can provide a written declaration postponing any right of occupation to us.
- 20. You understand that we do not provide advice on the suitability/cancellation of existing protection policies.
- 21. You agree that you have read the initial disclosure document (or similar) presented to you about the products available from Barclays Bank.
- 22. You confirm that no party to this application has ever been refused credit, been bankrupt, or failed to keep up regular mortgage or rental payments. (If this declaration cannot be made, full details must be given.)
- 23. You agree that before signing this application you have received a copy of our Tariff of Charges booklet (and you understand that these can be changed by us).

### 24. Declaration relating to business purpose:

- a. You are entering this agreement wholly or predominantly for the purposes of a business carried on by you or intended to be carried on by you.
- b. Firms that provide Buy to Let mortgages to consumers must be registered by the Financial Conduct Authority and follow a series of conduct standards. You understand that, by signing the declaration, you will not have the protection and remedies that registration and the conduct standards provide to consumer Buy to Let mortgages.
- c. You understand that if you are in any doubt as to the consequences of the agreement not having the protection and remedies mentioned above then you should seek independent legal advice.

# For joint applicants

- 25. You authorise us to send only one statement for each account.
- 26. You agree that a credit search will be made on each of you.
- 27. Where you hold an account in joint names we shall be entitled to accept the signature, instruction or authority of either of you, unless you advise us otherwise.

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	Date
Details of any changes to Existing Mortgage Accounts (o	only complete areas that you want to change)
For individual Borrowers and Limited Liability Partnerships	, , ,
Signatures	
First Applicant	Second Applicant
Date	Date
Third Applicant	Fourth Applicant
Data	L. Data
Date	Date
For Special Purpose Vehicle Limited Liability Company Applica	nts
Executed as a deed by	insert company name
Signatures	
Director	Director/Secretary
Date	Date
OR	
Executed as a deed by	insert company name
<b>Director</b> in the pres	sence of: Witness
Name	Name
Signature	Signature
Your feedback	Occupation
If You have a complaint about any aspect of Our service then We would like to hear from You. You can contact Us by phone,	
in person, or in writing, either by post or e-mail. Details of	Address
Our complaints handling procedures are available on request	
from any branch, Barclays Group Information line on 0800 022 4022*, or barclays.co.uk	
• To make sure we maintain a high quality service, we may	
monitor or record phone calls.	
YOUR BUY TO LET PROPERTY MAY BE REPOSSESSED OR A RECEIVER OF RENT APPOINTED IF YOU DO NOT	Date
KEEP UP PAYMENTS ON YOUR MORTGAGE.	

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This instruction to Your Bank/Building Society to pay by direct debit will only become effective after You have applied for a mortgage product with Us. If You have already completed this Direct Debit instruction and later decide not to apply for a mortgage product with Us, this instruction will be destroyed.

<b>BARCLAYS</b>	Buy To Let Mortgage Direct Debit Debit Instruction
INSTRUCTION TO YOUR BANK/BU  1. Name and full postal address of your Bank or	ILDING SOCIETY TO PAY BY DIRECT DEBIT  Originator's Identification Number 9 1 7 6 4 4
Building Society branch	Originator's Identification Number 9 1 7 6 4 4  Reference Number e.g. Mortgage Account No.
Postcode	5. Instruction to your Bank or Building Society Please pay Barclays Bank UK PLC Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I/we understand that this instruction may remain with Barclays Bank UK PLC and
2. Name(s) of account holder(s)	if so, details will be passed electronically to my/our Bank/Building Society.  Signature(s)
3. Branch sort code	
4. Bank or Building Society account holder	Date



# The Direct Debit Guarantee – this guarantee should be detached and retained by the customer.

- 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, Barclays Bank UK PLC will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Barclays Bank UK PLC 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 Barclays Bank UK PLC 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 Barclays Bank UK PLC 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.

Date			

# Your feedback

If You have a complaint about any aspect of Our service then We would like to hear from You. You can contact Us by phone, in person, or in writing, either by post or e-mail. Details of Our complaints handling procedures are available on request from any branch, Barclays Group Information Line on 0800 022 4022\* or barclays.co.uk

\* To make sure We maintain a high quality service, We may monitor or record phone calls.

YOUR BUY TO LET PROPERTY MAY BE REPOSSESSED OR A RECEIVER OF RENT APPOINTED IF YOU DO NOT KEEP UP PAYMENTS ON YOUR MORTGAGE.

Barclays Bank UK PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 759676). Buy to Let is not regulated by the Financial Conduct Authority or the Prudential Regulation Authority. Registered in England. Registered No. 9740322. Registered Office: 1 Churchill Place, London E14 5HP. Item ref: 9914353LP\_UK 05/18