

Buy to Let mortgage declaration

To be signed by mortgage applicants in all cases

Customer name

Sales Team

Declaration

Declaration

All those applying for a mortgage should read and sign this declaration.

General

This declaration relates to the information (the information) which I (the applicant) have given on this form and to any other information which I and third parties provide to you, Santander UK plc, or which you hold on me.

I confirm that I am entitled to disclose information about any joint applicant, partner/spouse or other third party named on the application form.

I acknowledge that for the purposes of this mortgage application and declaration, 'Santander UK plc' includes your successors in title and assigns.

I agree that:

- 1 To the best of my knowledge and belief, the information is true and complete and I will notify you of any changes in my circumstances which occur before the mortgage is completed. I acknowledge that this information will be used to assess affordability of the mortgage and that I am aware of my approximate monthly payments and that I can afford these payments. I also acknowledge that if I have chosen a variable interest rate and the interest rate increases, my monthly payment could increase.

I am aware that taking on new or additional financial commitments of any kind during the period of the mortgage, where I have not received any corresponding increase in income, could affect my ability to meet the mortgage payments as they fall due and that my property will be at risk if I fail to maintain the mortgage payments.

You may take up such references and make such enquiries about me as you consider necessary (e.g. from an employer or other financial institution). I give my permission to any person to disclose information to you in connection with this application. I understand that this may include a request to confirm my income.

- 2 You may release any information relating to this application or the mortgage to any person consenting to the mortgage, the conveyancer acting on the mortgage, any company managing them and any financial adviser and I give each of them permission to release any such information to you.

I irrevocably authorise my conveyancer to send their entire file relating to the whole transaction (not just the mortgage) to you at your request (whether such request is made during or at any time after completion of the transaction) and I hereby waive any right to claim solicitor/client confidentiality or legal privilege in respect of any correspondence, documents or information relating to the whole transaction.

- 3 You may transfer, assign or otherwise deal with any interests you may have in the mortgage or any other security and enter into contractual arrangements with other parties in connection with the funding of the mortgage. This includes passing any information relating to this mortgage account to such other parties, their agents or advisers for the purpose of funding the mortgage.
- 4 You may pass any information or documentation relating to this mortgage account (and any additional loans) to any guarantors while they remain liable in relation to their guarantees.
- 5 I acknowledge that details of the property and the purchase price may be recorded on a database which will be used by you and other organisations to value properties, as well as for administration, research and statistical purposes.

- 6 I confirm that if this application is successful, the provisions of this declaration will continue to apply throughout the life of the mortgage.
- 7 If I have paid a product fee then I acknowledge that the fee is non-transferable and non-refundable.
- 8 I acknowledge that to assist you in improving your service, you may record or monitor telephone calls.
- 9 You may disclose the information to insurers, reinsurers and their respective advisers and agents for any purpose relating to any insurance you may arrange. The information may also be disclosed to regulatory bodies and other organisations so they can check your compliance with regulatory requirements and voluntary codes of practice.
- 10 If the loan will not be for the benefit of all borrowers (e.g. the loan is for the benefit of one borrower and not both, or the loan is for the benefit of a third party), then please tick the box, provide details of the purpose of the loan, and the name and address of the person who will benefit. You should also take independent legal advice.
- 11 Where I have given information to a mortgage intermediary for the purposes of a mortgage application, I consent to my details being manually input and subsequently transmitted electronically.
- 12 I confirm that Santander UK plc's mortgage will be a first charge on the property.

For Buy to Let Investment Property only

- 1 I/We declare that this agreement (which forms part of my/our agreement with Santander) is entered into by me/us wholly or predominantly for the purposes of a business carried on or intended to be carried on by me/us; and
- 2 I/We understand that this agreement is not a Buy to Let mortgage contract regulated by the Financial Conduct Authority (FCA) and as a result I/we will not have the benefit of protection and remedies available to me/us from the FCA; and
- 3 I/We are aware that if I/we have any doubts as to the consequences of the agreement not being regulated by the FCA then I/we shall seek independent legal advice.

Declaration (continued)

Valuation

Please read the valuation services section in 'A straightforward guide to your Santander mortgage'. I require a Valuation for Mortgage Purposes (see note 1) for the property detailed above and (in Scotland only) any other property or properties to which I may extend this application either verbally or in writing. (This report does not apply to business premises.)

I understand that:

- you will provide me with a copy of the valuation.
- Santander UK plc is not the agent of the surveyor or firm of surveyors, or my agent, and I am not making an agreement with the surveyor or firm of surveyors.
- I must satisfy myself without reference to the Valuation for Mortgage Purposes or to any offer of loan by Santander, as to the condition of the property, the reasonableness of the sale price and the potential rentable value.

Note 1: For a Valuation for Mortgage Purposes the fee includes a mortgage set-up fee of £90 with the balance representing the valuation fee.

Please note the information in the Valuation for Mortgage Purposes will be limited because of the nature of the inspection. We therefore recommend that you consider whether you need a Home Buyer Survey or a private building survey. You will need to arrange this independently and pay for any associated costs.

Fee enclosed (see note 1).

£

Valuation fees that have been paid will be refunded if a valuation is cancelled prior to the surveyor's visit to the property otherwise the fee is not refundable. The payment of this fee does not mean that Santander UK plc must offer a loan.

Data protection statement and signatures

Introduction

My personal data is data which by itself or with other data available to you can be used to identify me. You are Santander UK plc, the data controller. This data protection statement sets out how you'll use my personal data. I can contact your Data Protection Officer (DPO) at 201 Grafton Gate East, Milton Keynes, MK9 1AN if I have any questions.

Where there are two or more people named on this form, this data protection statement applies to each person separately.

I understand that my mortgage intermediary or you will give me a copy of the completed application form if I ask you to.

The types of personal data you collect and use

Whether or not I become a customer, you'll use my personal data for the reasons set out below and if I become a customer you'll use it to manage the account, policy or service I've applied for. You'll collect most of this **directly** during the application journey. The sources of personal data collected **indirectly** are mentioned in this statement. The personal data you use may include:

- Full name and personal details including contact information (e.g. home address and address history, email address, home and mobile telephone numbers);
- Date of birth and/or age (e.g. to make sure that I'm eligible to apply);
- Financial details (e.g. salary and details of other income, and details of accounts held with other providers);
- Records of products and services I've obtained or applied for, how I use them and the relevant technology used to access or manage them (e.g. mobile phone location data, IP address, MAC address);
- Biometric data (e.g. fingerprints and voice recordings for TouchID and voice recognition);
- Information from credit reference or fraud prevention agencies, electoral roll, court records of debt judgements and bankruptcies and other publicly available sources as well as information on any financial associates I may have;
- Family, lifestyle or social circumstances if relevant to the product or service (e.g. the number of dependants I have);
- Education and employment details/employment status for credit and fraud prevention purposes; and
- Personal data about other named applicants. I must have their authority to provide their personal data to you and share this data protection statement with them beforehand together with details of what I've agreed on their behalf.

Providing my personal data

You'll tell me if providing some personal data is optional, including if you ask for my consent to process it. In all other cases I must provide my personal data so you can process my application (unless I'm a customer and you already hold my details).

Monitoring of communications

Subject to applicable laws, you'll monitor and record my calls, emails, text messages, social media messages and other communications in relation to my dealings with you. You'll do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of your communications systems and procedures, to check for obscene or profane content, for quality control and staff training, and when you need to see a record of what's been said. You may also monitor activities on my account where necessary for these reasons and this is justified by your legitimate interests or your legal obligations.

Using my personal data: the legal basis and purposes

You'll process my personal data:

1. As necessary **to perform your contract with me** for the relevant account, policy or service:
 - a) To take steps at my request prior to entering into it;
 - b) To decide whether to enter into it;
 - c) To manage and perform that contract;
 - d) To update your records; and
 - e) To trace my whereabouts to contact me about my account and recovering debt.
2. As necessary **for your own legitimate interests** or those of other persons and organisations, e.g.:
 - a) For good governance, accounting, and managing and auditing your business operations;
 - b) To search at credit reference agencies if I'm over 18 and apply for credit;
 - c) To monitor emails, calls, other communications, and activities on my account;
 - d) For market research, analysis and developing statistics; and
 - e) To send me marketing communications and for marketing to me in-branch, including automated decision making relating to this.
3. As necessary **to comply with a legal obligation**, e.g.:
 - a) When I exercise my rights under data protection law and make requests;
 - b) For compliance with legal and regulatory requirements and related disclosures;
 - c) For establishment and defence of legal rights;
 - d) For activities relating to the prevention, detection and investigation of crime;
 - e) To verify my identity, make credit, fraud prevention and anti-money laundering checks; and
 - f) To monitor emails, calls, other communications, and activities on my account.

Data protection statement and signatures (continued)

4. Based on **my consent**, e.g.:

- a) When I request you to disclose my personal data to other people or organisations such as a company handling a claim on my behalf, or otherwise agree to disclosures;
- b) When you process any special categories of personal data about me at my request (e.g. my racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning my health, sex life or sexual orientation); and
- c) To send me marketing communications where you've asked for my consent to do so.

I'm free at any time to change my mind and withdraw my consent. The consequence might be that you can't do certain things for me.

Sharing of my personal data

Subject to applicable data protection law you may share my personal data with:

- The Santander group of companies* and associated companies in which you have shareholdings;
- Sub-contractors and other persons who help you provide your products and services;
- Companies and other persons providing services to you;
- Your legal and other professional advisors, including your auditors;
- Fraud prevention agencies, credit reference agencies, and debt collection agencies when you open my account and periodically during my account or service management;
- Other organisations who use shared databases for income verification and affordability checks and to manage/collect arrears;
- Government bodies and agencies in the UK and overseas (e.g. HM Revenue & Customs ('HMRC')) who may in turn share it with relevant overseas tax authorities and with regulators e.g. the Prudential Regulation Authority, the Financial Conduct Authority, the Information Commissioner's Office);
- Courts, to comply with legal requirements, and for the administration of justice;
- In an emergency or to otherwise protect my vital interests;
- To protect the security or integrity of your business operations;
- To other parties connected with my account e.g. guarantors and other people named on the application including joint account holders who will see my transactions;
- When you restructure or sell your business or its assets or have a merger or re-organisation;
- Market research organisations who help to improve your products or services;
- Payment systems (e.g. Visa or Mastercard) if you issue cards linked to my account, who may transfer my personal data to others as necessary to operate my account and for regulatory purposes, to process transactions, resolve disputes and for statistical purposes, including sending my personal data overseas; and
- Anyone else where you have my consent or as required by law.

International transfers

My personal data may be transferred outside the UK and the European Economic Area. While some countries have adequate protections for personal data under applicable laws, in other countries steps will be necessary to ensure appropriate safeguards apply to it. These include imposing contractual obligations of adequacy or requiring the recipient to subscribe or be certified with an 'international framework' of protection. Further details can be found in the 'Using My Personal Data' booklet.

Identity verification and fraud prevention checks

The personal data you've collected from me at application or at any stage will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify my identity. If fraud is detected, I could be refused certain services, finance or employment in future. You may also search and use your internal records for these purposes. Further details on how my personal data will be used by you and these fraud prevention agencies, and my data protection rights, can be found in the 'Using My Personal Data' booklet.

Credit reference checks

If I've applied for a credit product then in order to process my application and any future increase in the credit limit that's available to me, you'll perform credit and identity checks on me with one or more credit reference agencies. To do this you'll supply my personal data to the credit reference agencies and they'll give you information about me. When you carry out a search at the credit reference agencies they'll place a footprint on my credit file. When an agreement in principle is submitted you will make an enquiry search, also known as a soft or quotation credit search. This has no effect on my credit score and ability to get credit, and lenders are unable to see this if they search my credit file.

If a full mortgage application is submitted you will register a full credit enquiry, also known as a hard credit search. This credit search will be viewable by other lenders and may affect my ability to get credit elsewhere within a short period of time. If my situation changes during the application process a further search may be required.

Whether or not an agreement in principle or a full mortgage application is submitted a financial association link between joint applicants will be created at the credit reference agencies. This will link our financial records and be taken into account in all future applications by either or both of us until either of us apply for a notice of disassociation with the credit reference agencies.

If my application is successful you'll also continue to exchange information about me with credit reference agencies on a monthly basis while I have a relationship with you. The credit reference agencies may in turn share my personal information with other organisations. Details about my application (whether or not it's successful) will be recorded and you'll give details of my accounts and how I manage them to credit reference agencies. If I do not repay any debt in full or on time, they'll record the outstanding debt and supply this information to others performing similar checks, to trace my whereabouts and to recover debts that I owe. Records remain on file for 6 years after they are closed, whether settled by me or defaulted.

The identities of the credit reference agencies, and the ways in which they use and share personal information is explained in more detail in the 'Using My Personal Data' booklet, or via the Credit Reference Agency Information Notice (CRAIN) document which can be accessed via any of the following links:

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

My marketing preferences and related searches

You'll use my home address, phone numbers, email address and social media (e.g. Facebook, Google and message facilities in other platforms) to contact me according to my preferences. I can change my preferences or unsubscribe at any time by contacting you. In the case of social media messages I can manage my social media preferences via that social media platform. If I'm over 18, you may search the files at credit reference agencies before sending marketing communications or doing marketing in-branch to me about credit. The credit reference agencies don't record this particular search or show it to other lenders and it won't affect my credit rating. You do this as part of your responsible lending obligations which is within your legitimate interests.

From time to time you'd like to contact me about products, services and offers that may interest me or to get my opinion on how you are doing. You won't bombard me and I can choose to stop receiving information at any time by contacting you.

I have ticked any box(es) I **WOULD NOT** like you to use:

Applicant 1

- Email, text, social media and messaging services
- Phone
- Post
- Market research, including customer satisfaction surveys
- All of the above**

Data protection statement and signatures (continued)

Applicant 2

- Email, text, social media and messaging services
- Phone
- Post
- Market research, including customer satisfaction surveys
- All of the above**

Automated decision making and processing

Automated decision making involves processing my personal data without human intervention to evaluate my personal situation such as my economic position, personal preferences, interests or behaviour, for instance in relation to transactions on my accounts, my payments to other providers, and triggers and events such as account opening anniversaries and maturity dates. You may do this to decide what marketing communications and marketing in-branch is suitable for me, to analyse statistics and assess lending and insurance risks. All this activity is on the basis of your legitimate interests, to protect your business, and to develop and improve your products and services except as follows; when you do automated decision making including profiling activity to assess lending and insurance risks, this will be performed on the basis of it being necessary to perform the contract with me or to take steps to enter into that contract. Further details can be found in the 'Using My Personal Data' booklet.

Sharing with HM Revenue and Customs (HMRC) and the Government Indemnity Scheme (if it applies)

In order to confirm the accuracy of the income information provided, you may share information about me and my application with HMRC. HMRC will help you to validate whether income provided to you is accurate. HMRC may also use the information that you provide to inform its risk profiling activities and to establish any mismatch with declared income.

If the Government Indemnity Scheme (or equivalent) applies to my mortgage, information about me and my property, my mortgage application and the conduct of my mortgage account including any arrears, may be shared with and used by the Scheme Administrators and other third parties (including any insurers) for the purpose of auditing the management of the Scheme and for the processing of any claims made.

I understand that the other reasons for which you give information about me and my mortgage account to your group and associated companies and/or third parties are described in the 'Your Application and Credit Scoring' section of the 'A straightforward guide to your Santander mortgage' booklet.

Criteria used to determine retention periods (whether or not I become a customer)

The following criteria are used to determine data retention periods for my personal data:

- **Retention in case of queries.** You'll retain my personal data as long as necessary to deal with my queries (e.g. if my application is unsuccessful);
- **Retention in case of claims.** You'll retain my personal data for as long as I might legally bring claims against you; and
- **Retention in accordance with legal and regulatory requirements.** You'll retain my personal data after my account, policy or service has been closed or has otherwise come to an end based on your legal and regulatory requirements.

My rights under applicable data protection law

My rights are as follows (noting that these rights don't apply in all circumstances and that data portability is only relevant from May 2018):

- The **right to be informed** about your processing of my personal data;
- The right to have my personal data **corrected if it's inaccurate** and to have **incomplete personal data completed**;
- The right **to object** to processing of my personal data;
- The right **to restrict processing** of my personal data;

- The right **to have my personal data erased** (the "right to be forgotten");
- The right to **request access** to my personal data and information about how you process it;
- The right to **move, copy or transfer my personal data** ("data portability"); and
- Rights in relation to **automated decision making** including profiling.

I have the right to complain to the Information Commissioner's Office. It has enforcement powers and can investigate compliance with data protection law: ico.org.uk.

For more details on all the above I can contact your DPO or request the 'Using My Personal Data' booklet by asking for a copy in branch or online at santander.co.uk.

Data anonymisation and aggregation

My personal data may be converted into statistical or aggregated data which can't be used to identify me, then used to produce statistical research and reports. This aggregated data may be shared and used in all the ways described above.

*Group companies

For more information on the Santander group companies, please see the 'Using My Personal Data' booklet.

I declare that:

- I am aged 18 or over.
- I understand that it is an offence to make a false declaration
- I agree to the General Declaration (and in particular point 1) and the Data Protection Statement above.

Please read the enclosed 'A straightforward guide to your Santander mortgage' before signing this form.

First customer's signature

Date

D	D	M	M	Y	Y	Y	Y
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Second customer's signature

Date

D	D	M	M	Y	Y	Y	Y
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IF ANY OF YOUR PLANS CHANGE PLEASE TELL US IMMEDIATELY

Please remember to complete the Direct Debit section.

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