

# Declaration and Direct Debit Guarantee

All applicants should read this Declaration carefully. If you've got any questions about the Declaration, it's very important you contact either your broker or us directly. Your application can only go ahead if you fully understand and agree to the Declaration. I/We declare and understand that:

1. The information given in the application form and supporting sheets (if any) is true and correct and shall form the basis of any contract between me/us and the Lender which is part of the Coventry Building Society Group (the Group).
2. (a) The Lender may:
  - (i) make such enquiries as it considers necessary whether of a Credit Reference Agency, which will supply it with credit information as well as information from the Electoral Register, my/our employers or otherwise,
  - (ii) search the files of a Credit Reference Agency, which will keep a record of that search and my/our application, whether or not the application proceeds. This will be seen by other organisations carrying out later searches. Details about me/us and of how I/we conduct the account may also be disclosed to the agency, including recording the outstanding debt if I/we do not repay on time. The Lender may use automated methods to credit score this application and to verify my/our identity.

Note: An 'association' between joint applicants and/or any individual identified as your financial partner, will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other's information may be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a 'disassociation' at the credit reference agencies.
  - (iii) share the information provided in my/our account application with HM Revenue and Customs (HMRC) and fraud prevention agencies. HMRC will help us to validate whether income information provided to us is accurate. HMRC may also use the information to inform its risk profiling activities and to establish any mismatch with declared income. Fraud prevention agencies will use it to prevent fraud and money laundering and to verify your identity. Please note that if fraud is detected, certain services or finance may be refused. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by visiting our website [coventrybuildingsociety.co.uk](http://coventrybuildingsociety.co.uk) or in our Privacy Notice.

Please contact us if you want details of those credit reference and relevant fraud prevention agencies from whom we obtain and with whom we record information about you. You have a legal right to these details.
- (b) The Lender may also:
  - (i) Disclose information to the Lender's insurers or their authorised agents for the purpose of risk assessment.
  - (ii) Use the information provided for the purpose of statistical analysis about credit, insurance and fraud, and to offer you pre-approved credit facilities (though you have no obligation to take up any of those facilities).
  - (iii) Record or monitor any telephone calls you make to the Lender, to increase your security and for staff training purposes.
3. (a) To enable the Lender also to administer and service the account, and for other related purposes, including assessing my/our acceptability and that of the security offered, arrangement and administration of any type of insurance, and products regulated under the Financial Services and Markets Act 2000 (or any alteration to, replacement for or re-enactment of it) provided by third parties, updating or enhancing existing customer records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, and those described in any other paragraph of this Declaration, or notified to the Information Commissioner under data protection regulation, the Lender may also obtain, use, process and disclose personal data about me/us (including any sensitive personal data, as defined by data protection regulation - for example, details about my/our health). The Lender may also transfer the personal data to any country, including countries outside the European Economic Area, for any of the purposes described in this Declaration.
- (b) I/We have a right of access, under data protection regulation, to the personal data the Lender holds about me/us.
- (c) For the purposes of data protection regulation, the Data Controller in relation to any personal data supplied by me/us is the Lender.
4. I/We have read and understand the 'Valuation Details' section of the application form. I/We further understand that the payment of an application fee (where applicable) shall neither bind the Lender to grant an advance nor release the mortgage valuation summary to me/us.
5. Neither the Lender, nor any person in its employment warrants that the purchase price of the property is reasonable, or accepts responsibility for the workmanship, construction or condition of the property.
6. I/We irrevocably authorise my/our conveyancer to send their entire file(s) relating to the purchase of the property intended to be secured by this loan and relating to the mortgage or remortgage transaction to you/your agent at your/your agent's request. I/We expressly waive any right to assert legal privilege in relation to any part of the file(s). I/We also acknowledge that this waiver and right for the Lender to receive the file(s) continues until the loan balance from time to time is repaid in full and remains in force in all other circumstances.
7. I/We declare that to the best of my/our knowledge and belief the information given on the application form is true in every respect and that any insurance cover will be based on this information. I/We also declare that if anything on the application form was written by another person he or she acted as my/our agent for this purpose. I/We declare that I/we shall notify the Lender of any changes to the information given in support of this application prior to the completion of the mortgage applied for. If I/we build any extension or carry out improvements to my/our house, I/we will advise that cost to you for insurance purposes.
8. I/We declare that the advance is for the benefit of all the borrowers or should the advance not be for the benefit of all the borrowers then we agree and confirm that the non-benefitting borrower(s) will obtain independent legal advice before completion as to the nature and extent of their continued liability.
9. Where the Lender is Coventry Building Society and any advance is made to joint applicants the first named applicant will be the 'Representative Joint Borrower' in accordance with the Rules of Coventry Building Society. The Representative Joint Borrower alone will have the voting rights (if any) of joint borrowers as borrowers and alone will be entitled to receive certain communications from Coventry Building Society. I/We understand that the order in which the borrowers are named on this advance will be the same as on the original Mortgage Deed (if applicable).
10. The Lender reserves the right to decline to proceed with the application at any time.
11. (a) I/We have applied for the mortgage scheme indicated in the 'Mortgage Scheme' section of this application form. The special terms of this mortgage scheme have been explained to me/us. I/We understand that these terms, amongst others, will be confirmed with the offer of advance (if any) made to me/us and will apply to the mortgage on completion.

For intermediary introduced applications only:

  - (b) I/We have been provided with information on the mortgage scheme indicated in the 'Mortgage Scheme' section of this application form by the Intermediary. I/We understand that the Intermediary is not an agent of the Lender. I/We have not been given any advice by the Lender.
  - (c) I/We authorise the Lender to disclose any personal data about me/us (including any sensitive personal data as defined by data protection regulation which is relevant to this application, to my/our appointed mortgage intermediary.
12. Any resulting offer of mortgage will be cancelled if the mortgage is not completed within the validity period detailed in the offer.
13. I/We consent to the disclosure by the Lender of my/our confidential information (whether financial or otherwise) to any person who may be asked to act as guarantor for the mortgage or their legal advisor. It is important that you read and understand this Declaration.
14. Where applicable, I/we consent to the debiting of my/our Visa/Mastercard/Maestro credit/debit card for the amount shown in the 'Fees Enclosed' section of the application form.
15. Where applicable, I/we have been advised by the Lender to take legal and financial advice if this application relates to the Step-Up facility.

**This is the Lender's standard declaration upon which the Lender will rely. For your own benefit and protection you should read this declaration carefully. If you do not understand any part then please ask for further information.**

## 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 or date or frequency of your Direct Debit, Coventry Building Society Group (which for these purposes comprises of Coventry Building Society, Godiva Mortgages Limited and ITL Mortgages Limited) will notify you five working days in advance of your account being debited or as otherwise agreed. If you request Coventry Building Society Group to collect a payment, confirmation of the amount and date will be given to you at the time of request.
- If an error is made in the payment of your Direct Debit by Coventry Building Society Group 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 Coventry Building Society Group 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.