

# Vernon Building Society Mortgage Declaration

## Data Protection

### YOUR RIGHTS

For the purposes of General Data Protection Regulation, the Vernon Building Society is the Data Controller responsible for the processing of your personal data. You have the right to request in writing a copy of the details held about you by the Society and where necessary the right to object to certain processing, the right to correct, sometimes delete and restrict the personal data the Society uses. In addition, you have the right to complain to the Society and the Information Commissioners Office (the data protection regulator). Please refer to the Vernon Building Society's Privacy Notice for further information on your rights.

Where you have provided your consent to the Society, such as to receive marketing messages, you have the right to withdraw it at any time. You can do this by notifying your local branch, calling us on 0161 429 6262 or writing to us at Marketing Communications, Vernon Building Society, 19 St Petersgate, Stockport, SK1 1HF. Alternatively, email [unsubscribe@thevernon.co.uk](mailto:unsubscribe@thevernon.co.uk).

### HOW WE USE YOUR DATA

- a) The Vernon Building Society will only retain your personal data only for as long as necessary in case of any queries or claims from you, and in accordance with legal and regulatory requirements.
- b) The Vernon Building Society process your personal information to enable it to provide a service for its members and customers which includes managing your accounts, assessing applications, insurance management, debt management, performing statistical analysis, performing credit reference and electoral register searches, sharing data with credit reference agencies, maintaining its accounts and records, supporting staff training and development, promoting its services; undertaking market research and the provision of financial services and advice.
- c) If false and inaccurate information is provided and fraud is identified, your details will be passed to fraud prevention agencies.
- d) Where an application is being supported by personal guarantee, it may occasionally be necessary to disclose details of the borrower's financial information to the guarantor.
- e) The Vernon Building Society requires a lawful reason to process your personal data and for some processing more than one legal basis may be relevant (except where the Society relies on Consent). The Society uses the following reasons to process your personal data: Consent, Performance of a Contract, Legal Obligation and Legitimate Interests.

### CREDIT CHECKS

In order to process your application we will supply your personal information to Credit Reference Agencies (CRAs) 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.

We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates.

**The identities of the CRAs, and the ways in which they use and share personal information, are explained in more detail within our privacy policy, available at [www.thevernon.co.uk/privacy](http://www.thevernon.co.uk/privacy)**

## Mortgage declaration (please read carefully)

- a) I/We are over 18 years old, and confirm the information given in this application is true to the best of my/our knowledge and that it will form the basis of any offer of advance that may be made by the Society. I/We confirm no material information has been withheld.
- b) I/We agree to advise the Society immediately of any changes which occur before completion.
- c) The Society may take up any references it considers necessary for the processing of this mortgage application, including the obtaining of a credit reference from a recognised credit reference agency. The Society may update any reference or property valuation in the event that the proposed advance is not completed within 6 months of this date, and that any costs incurred will be my/our responsibility.
- d) In the case of a joint-named application, I/we understand that the first applicant (as detailed on this application form) will be the Representative Joint Borrower, and that he/she alone will be entitled to exercise the rights of membership of the Society.
- e) I/we understand that if any/all of the loan is subject to payments of interest only I/ we will be responsible for payment of the capital element at the end of the mortgage term and I/we therefore understand the implications of not having a suitable method to repay the capital element.
- f) In the case of an application to borrow more than 80% of the value of the property, I/we understand that the Society may arrange mortgage indemnity insurance for its own protection. I/ We understand that I/we will remain liable for all sums outstanding under the mortgage. I/We understand that the insurance provider may seek to recover from me/us any sums paid under the policy.
- g) I/We understand that borrowers are members of the Society and bound by its Rules.

## Valuation declaration (please read carefully)

- a) I/We understand that the Society will instruct a suitably qualified person to obtain a valuation report on the property. The valuer is instructed to carry out his report in accordance with the Guidance Notes issued by the Royal Institution of Chartered Surveyors.
- b) I/We understand that the valuer will carry out a limited visual inspection of the property and is not required to inspect covered, unexposed or inaccessible parts. On that basis a report will be made to the Society on the value of the property as mortgage security and on any factors likely to materially affect the value.
- c) I/We understand that the valuation will not report on any defect, however serious, which is not yet apparent on a reasonably careful visual inspection or on any defects which the valuer does not think will materially affect the adequacy of the property as security. There may therefore be defects in the property which are not revealed by the valuation report, or there may be omissions in it which are not relevant to the Society in making an advance but would matter to you. It is important that you should not rely on the Society's valuation report in deciding whether to proceed with the purchase.
- d) I/We understand that the Society strongly recommends that I/we obtain my/our own more detailed report on the condition and value of the property, based on a fuller inspection, to enable me/us to decide whether the property is suitable for your purposes.
- e) I/We understand that the Society would be pleased to help me obtain a report suitable for my/our needs, such as a Homebuyers Report or Building Survey.
- f) I/We understand that the fees for these reports are higher than the Society's valuation report because the surveyor will spend more time both inspecting the property and preparing a fuller report suitable for my/our needs.
- g) I/We understand that I/we may make my/our own arrangements for obtaining a suitable report on the property. If I/we do so the Society will still require a valuation report for its own purposes.

# Authorisation

I/We confirm that the details in this form and declarations stated are true and complete.

I/We understand that the information provided will form the basis upon which any offer of mortgage advance will be made.

The Vernon Building Society may search the files of a credit reference agency at any time during the processing of my/our application and at any time prior to the end of the mortgage term if the mortgage falls into arrears of more than 2 months and the situation is not being addressed.

I/We understand that the application form will form part of the contract between me/us and the Society (both in respect of the mortgage and any contract of insurance).

I/We understand that the Society may approach my/our employer/accountant/solicitor/conveyancer to disclose to the Society any information relevant to the Society's lending decision.

I/We waive any right to claim client confidentiality in respect of such information.

I/We understand that the Society may withdraw or modify any Offer of a Loan (particularly my quoted rates of interest and payment) at any time before the loan is actually made.

If applicable, any relevant information may be disclosed to any guarantor or proposed guarantor.

Signed in acknowledgement of the statement regarding the General Data Protection Regulations, and the Mortgage Valuation Declaration.

1 <sup>st</sup> Applicant's Signature	<input type="text"/>	Date	<input type="text"/>
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2 <sup>nd</sup> Applicant's Signature	<input type="text"/>	Date	<input type="text"/>
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1 <sup>st</sup> Guarantor's Signature	<input type="text"/>	Date	<input type="text"/>
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2 <sup>nd</sup> Guarantor's Signature	<input type="text"/>	Date	<input type="text"/>
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This page is intentionally blank. Please turn overleaf for the Direct Debit Mandate.

Please note - we can only accept the original form with signature(s)



# Instructions to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

**Vernon Building Society**  
**19 St Petersgate**  
**Stockport**  
**SK1 1HF**

Service user number

9 8 0 1 3 3

Please indicate your preferred monthly payment date:  
15th / 28th

Name(s) of account holder(s)

  

Bank/building society account number

Branch sort code

Instructions to your bank or building society

Please pay Vernon Building Society Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Vernon Building Society, and, if so, details will be passed electronically to my bank / building society.

Name and full postal address of your bank or building society

To the Manager	Bank/Building Society
Address	
Postcode	

Signature(s)

  

Date

Vernon account number (if known)



## The Direct Debit Guarantee This guarantee should be detached and retained by the payer

- 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 Vernon Building Society will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Vernon Building Society 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 Vernon Building Society 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 Vernon Building Society 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.