

## Applicant Declaration

**Bluestone Mortgages Limited (“Bluestone”) relies on the completeness, truth and accuracy of any information and supporting documentation (the “Information”) provided to your financial adviser (the “Intermediary”) in relation to your application (the “Application”) for a mortgage loan (the “Mortgage”).**

Before signing this document, you must make sure that you have carefully read and understood the declarations and undertakings it contains.

- 1.** I declare I have seen the Information relating to my Application that has been submitted to Bluestone by the Intermediary on my behalf, and I confirm that:
  - a.** to the best of my knowledge and belief, the Information is complete, accurate, true and up to date;
  - b.** I am aware that Bluestone relies on the completeness, truth and accuracy of the Information when making the decision whether to offer me the Mortgage.
- 2.** I undertake to promptly notify Bluestone of any change in circumstances that, at any time, would directly or indirectly have an adverse effect on my ability to repay the Mortgage, or on the exercise of any of Bluestone’s rights under the Mortgage.
- 3.** I acknowledge and agree that Bluestone may transfer or assign its benefits, rights and obligations (to the extent possible in law) arising from the Mortgage together with any collateral security provided with it (the “**Security**”) to any person (the “**Transferee**”), and that it may pass any Information or other detail or document relating to the property on which the Mortgage is to be secured (the “**Property**”), the Mortgage, the Security and the history and conduct of my account to any Transferee, any person interested in becoming a Transferee (and/or such person’s advisers), or any person acquiring Bluestone. I acknowledge that such person may rely upon the completeness, truth and accuracy of such Information, details or documentation. References to “Bluestone” in this Declaration shall include any Transferee and successors in title from time to time.
- 4.** I understand that the Intermediary has no authority from Bluestone to make any representation or undertaking on its behalf, and that Bluestone shall not be liable for any representation or undertaking the Intermediary has made. I confirm that the only representations or undertaking made to me on behalf of Bluestone have been given to me directly by Bluestone or its employees.
- 5.** I understand that, in accordance with (if the Property is in England and Wales) the Bluestone Mortgages General Mortgage Conditions 2023 (England and Wales) or (if the Property is in Scotland) the Bluestone Mortgages General Mortgage Conditions 2023 (Scotland) (the “**Conditions**”), the amount that I pay each month may change or the date that I make my monthly payment may change from time to time, provided that Bluestone gives me prior written notice in accordance with the Conditions. On this basis, I agree to waive the standard ten days BACS notice requirement

6. I undertake that, unless otherwise agreed in writing, I will make all payments relating to the Mortgage by Direct Debit.
7. I acknowledge and agree that if there is more than one of us applying for the Mortgage, then we agree and understand that: (i) our relevant liabilities and obligations under the Mortgage are joint and several for all the applicants and (ii) Bluestone will be entitled to disclose information about any other joint applicant to any of the applicants.
8. I acknowledge and agree that Bluestone may, at my cost and at its sole discretion, carry out:
  - a. an initial valuation of the Property on which the Mortgage is to be secured (the “**Property**”), through certain automated procedures; and/or
  - b. a subsequent and detailed valuation of the Property, through a qualified valuer (“**Valuer**”),

and I further acknowledge and agree that:

- the Valuer is not Bluestone's agent;
  - neither Bluestone nor the Valuer (or their employees) are liable for negligence, or on any other basis whatsoever, to me as purchaser of the Property in respect of the value or the state or condition of the Property;
  - Bluestone is not obliged to disclose the contents of the initial valuation referred to in point (a) above;
  - the report produced by the Valuer in relation to the detailed valuation referred to in point (b) above is confidential to Bluestone and will be disclosed to me on the basis that such report is for the benefit of Bluestone only and I am not entitled to rely on any statements, conclusions or opinions expressed therein, and I acknowledge that neither Bluestone nor the Valuer accept any responsibility to me, with respect to the content of the valuation; and
  - Bluestone recommends that I arrange for a more detailed inspection of the Property for my own purposes.
9. I declare that I have authorised my solicitor to promptly disclose to Bluestone any information or document they hold which is, or which appears to be, relevant to Bluestone’s decision to offer the Mortgage to me. I hereby waive any right to claim solicitor/client confidentiality or legal privilege in respect of such information.
  10. I understand that, before I enter into the Mortgage, I have a right to know how Bluestone will use my personal information. I have read, understand, and agree to the notice headed “Important – Use of your information” beneath this declaration.

- 11.** I understand that if I am being gifted money by a third party (**Gifted Deposit Provider**) to fund the deposit for the purchase of the Property, Bluestone will share personal information collected about the Gifted Deposit Provider with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify the Gifted Deposit Provider's identity. I confirm that I have the permission of the Gifted Deposit Provider to provide their personal information to Bluestone in connection with the Application and agree to tell them that their personal information will be used for these purposes and that a copy of Bluestone's Privacy Policy can be found on its website.
- 12.** I understand that Bluestone may also wish to contact me, or share my Information with third parties, for the purpose of conducting confidential market research or sending me details of products or services that Bluestone thinks may be of interest to me. If I wish to be contacted for such purposes, I tick one or more boxes below to indicate the acceptable methods by which Bluestone, or those to whom it shares my Information, can contact me:
- a. Post
  - b. Telephone
  - c. Text message
  - d. Email

I understand that I have a right at any time to stop Bluestone from contacting me, or giving my details to others, for these purposes. I can write to Bluestone at First Floor, 3rd Floor, 22 Chancery Lane, London, WC2A 1LS if I wish it to stop.

- 13.** I acknowledge and agree that any telephone calls and emails to do with my Application may be recorded and monitored for information, regulatory and/or training purposes.
- 14.** I acknowledge and agree that the valuation fee I have paid with my Application is generally non-refundable. If my Application is declined or does not proceed before any Valuer has been instructed, then some or all of the valuation fee I have paid with my Application may be refunded.
- 15.** I acknowledge and agree that, should Bluestone wish to liaise or pass documentation to me regarding my Application, it will do so via my Intermediary, and may do so by E-mail.
- 16.** I undertake that, before accepting the Mortgage, I will read the relevant Mortgage Illustration (the "**ESIS**").
- 17.** I acknowledge and agree that in accordance with the Conditions, Bluestone may add to my mortgage account, or deduct from the Mortgage loan to be made available to me, any arrangement fee, acceptance fee, valuation fee or telegraphic transfer fee where applicable or any other fee as may be stated in the Mortgage offer, ESIS or tariff of charges.

**18.** I understand that Bluestone may decline to make me a Mortgage offer or enter into a Mortgage loan with me. Guidance as to the circumstances in which Bluestone may withdraw a Mortgage offer are set out in the conditions.

**If there is anything contained in this document that you do not understand or that you need clarifying, please speak to your intermediary before signing this document.**

I understand that my home may be repossessed if i do not keep up repayments on my mortgage

I make this declaration, and confirm that the above matters are true:				
Full Name Applicant 1		Signed:		Date:
Full Name Applicant 2		Signed:		Date:
Full Name Applicant 3		Signed:		Date:
Full Name Applicant 4		Signed:		Date:

For completion by Adviser	
Adviser name	
Firm name	
FCA number	
Network/Mortgage Club	
Bluestone's application reference number	

**IMPORTANT – USE OF YOUR INFORMATION**

- To make credit decisions about you, and for money laundering prevention purposes and verification of your identity, Bluestone will make searches about you at credit reference agencies who will supply it with credit information, and other agencies and/or archives of publicly held information such as the Electoral Register and registers of court judgments. Credit reference agencies will record details of the credit search made by Bluestone whether or not your Application is successful and may use credit scoring methods or other automated decision making systems to assess your Application. Each search will be registered on your credit file(s) individually, and a number of searches within a short period may impact on your ability to obtain credit.
- Bluestone may periodically submit information to credit reference agencies and fraud prevention agencies during the term of your Mortgage who in turn provide Bluestone with information which Bluestone may take into consideration when managing your Mortgage account or for analysis and statistical purposes.
- If you do not repay money owed to Bluestone on time and in full, Bluestone may inform credit reference agencies who will record the outstanding debt, and this may impact on your ability to obtain credit. Credit searches and other information which is provided to Bluestone and/or credit reference agencies about you and those with whom you are linked financially may be used by Bluestone and other companies to trace you to recover any outstanding debt owed to Bluestone and to manage your account.
- In order to prevent or detect fraud, or to assist in verifying your identity, Bluestone may make searches of group records and at fraud prevention agencies who will supply them with information, and Bluestone may pass information to financial and other organisations involved in fraud prevention to protect itself and its customers from theft and fraud. If false or inaccurate information is provided to Bluestone and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.
- Bluestone Mortgages, and other companies may use any information it receives if decisions are made about you (or others at your addresses) on credit or credit related services or motor, household, credit, life or any other insurance facilities, and such information may also be used for tracing and claims assessment; and Bluestone may check the validity of any identification document you provide to prove your identity with the issuing authority of that document.
- If the Application is made in joint names and Bluestone searches the files of a credit reference agency, an "association" will be created with the other person(s) named in the Application. Bluestone or other lenders may take this association into account in future applications for credit or financial services. The association will remain between you until one of you successfully applies for "disassociation" with the credit reference agencies. Information held about you by credit reference agencies may be linked to records relating to other persons. For the purposes of your Application you may be financially linked as your Application will be assessed with reference to any "associated" records.

- Bluestone may make enquiries of any person including current and previous lenders, employers, landlords, accountants, bankers, the Land Registry, the Registers of Scotland, HM Revenue and Customs in the processing of your Application and the administration of your account.

Bluestone may retain and hold the Information and all details and documents about you, including any information provided by any Intermediary, credit reference agency or fraud prevention agency, after your Mortgage is repaid or if your Application does not proceed, where Bluestone has a duty to do, or for so long as is reasonable for legal or operational reasons.

- Bluestone may share information about you and the conduct and operation of your Mortgage account during the term of your Mortgage and after your Mortgage is repaid (or if your Application does not proceed), where Bluestone has a duty to do so, or (to the extent that is proportionate) for the purpose of its own or a third party's legitimate interests, to Bluestone's regulators, any company providing insurance services or other products in connection with the Mortgage, with third parties who provide services to us which require the processing of your personal information, any adult occupiers of the property, any intended guarantor, investors, funders or their advisors, potential investors or funders and rating agencies.

**FOR MORE INFORMATION ABOUT HOW WE USE YOUR DATA, INCLUDING DETAILS OF CREDIT REFERENCE AND FRAUD PREVENTION AGENCIES AND HOW TO MAKE A REQUEST TO EXERCISE ANY OF YOUR DATA PROTECTION RIGHTS, PLEASE SEE OUR PRIVACY NOTICE, AVAILABLE ON OUR WEBSITE.**

Get in touch if you need this document in Braille, large print or audio tape.

Powered by **Shawbrook Bank**

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