

Second Charge Loan Application Submission Form



FAO: Second Charge Underwriting Team - Precise Mortgages

Application form for	Name		Post code	
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Mortgage Illustration ID	A: _____ / _____
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The following are attached:	
<input type="checkbox"/> completed application form	<input type="checkbox"/> Authority to 1st Mortgage
<input type="checkbox"/> standard declaration signed by all applicants. (You must ensure that where a fee is to be added to the loan your customers have ticked the relevant box in the declaration (above where they sign) to confirm this).	<input type="checkbox"/> Authority to release information <input type="checkbox"/> Explanation of Mortgage arrears
<input type="checkbox"/> please contact my client to collect the valuation fee	<input type="checkbox"/> Proof of income
<input type="checkbox"/> Direct Debit Mandate	<input type="checkbox"/> Bank statements
<input type="checkbox"/> Debt consolidation form	

Broker bank details			
Bank name*		Account name*	
Bank account number*		Bank sort code*	

*Mandatory requirements in order for Precise Mortgages to pay fees that are due to you. We will pay any procurement fees direct to your network or club unless we have agreed otherwise with them.

Product applied for:	<input type="checkbox"/> ___ year Fixed rate of ___% and then a variable rate tracker of ___% above the Bank of England base rate
	<input type="checkbox"/> Variable rate Tracker at ___% above the Bank of England base rate

I confirm that I have provided my customer with the Mortgage Illustration and an adequate explanation for the product applied for and will provide an amended mortgage illustration and adequate explanation for any changes to the product.

I confirm that I am acting on behalf of the applicant(s) and have their permission to access their information and to supply it to you with this application and at any time during the life of the mortgage. I confirm that to the best of my knowledge and belief, the information contained in the application is true and none of the information has changed since it was provided to obtain a decision in principle.

I agree to the Second Charge Lending – Terms of Business (2016 Edition) (pdf.precisemortgages.co.uk/01593_scl_terms_of_business_1.pdf)

Credit Decisions and Fraud Prevention Agencies

I note that:

- ▶ You use credit reference and fraud prevention agencies to help you select suitable products and make decisions.
- ▶ If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.
- ▶ What you do, and how you and credit reference and fraud prevention agencies use customer information, is also detailed in your booklet called 'A Guide to the use of your personal and business data and Credit Reference and Fraud Prevention Agencies', which contains details of the credit reference and fraud prevention agencies you use. We will provide a copy of this booklet to the applicants.
- ▶ You will carry out a Quotation search for the purposes of assessing whether or not an applicant is eligible for a loan. You will not carry out an Application Search until you have confirmed the applicants wish to apply for a loan. The Quotation search will leave a 'soft footprint' check, whereas when the Application Search is undertaken a credit application record ('hard footprint') will be registered on the applicant's credit file.

I confirm that I have consent from the applicant(s) for credit searches to be conducted, that they are aware of the implications of this, I have their agreement to the disclosure of their information to you and the use of their information as detailed above.

Buy to Let Applications

I note that you may use information that you may already hold about the Applicants (including Guarantors) in assessing this application including details about other properties which are mortgaged to you where they are the borrower or guarantor. I am aware, have made the Applicants aware and they agree that as part of this application you may provide to me, on their behalf, details of those properties to confirm that the information you hold about those is complete and accurate.

Email

I confirm that, if I send this form to you by email or have requested that you provide me with information by email my customers have agreed to this having been made aware that email is not a secure medium and the content may be intercepted before it reaches the intended recipient.

Identification	
The applicant(s) was interviewed face to face	<input type="checkbox"/> Yes <input type="checkbox"/> No
We require the applicant to provide evidence of identity at the time of application. We will endeavour to carry out these checks electronically, however if we are unable to do this we will need physical proof of identification. Please refer to our 'Anti money laundering guidelines' for details of documents that we will accept and an explanation of the electronic identification search footprint.	

Name		Date	
Signature			

Standard Declaration

Important – please read

When You sign this declaration You certify that the statements and particulars given below and all the information given in your Application are true and complete. You understand that We will rely on these statements, particulars and that information when making any Mortgage Offer. You consent to the use of your information in accordance with this declaration and the “Guide to the use of your personal and business data and Credit Reference and Fraud Prevention Agencies”.

Interpretation

“**We or the Lender or the Creditor**” means Charter Court Financial Services Limited, and anyone who becomes entitled to the Lender’s or the Creditor’s rights under any loan We make to You or any mortgage for that loan and words such as “our, us” etc. should be read in the same way.

“**You**” and “**Applicant**” means the person(s) intended to be and named as the borrower or customer in the mortgage deed, the officers of a limited company, guarantors and anyone getting any title or interest in the property through the borrower or customer as applicable and words such as “your, yours” etc. should be read in the same way. If there is more than one of You, references to “You” are to each or any of you individually, as well as to each and every one or more of you together jointly.

“**Application**” means your application for the Loan including this Standard Declaration, the application form and any accompanying or supporting documentation that You provide now or in the future or any information we hold about You and we provide to You or Your mortgage/credit intermediary in connection with the Application to confirm its completeness and/or accuracy.

“**Loan**” means any Loan we may provide to You.

General

You confirm and agree that:

- 1) You are aged 18 (or in the case of a second charge loan, 25) or over.
- 2) For limited companies, (a) each of the signatories below is a director duly authorised to make this Application and who has completed or fully read the contents of this Application and (b) You have the power to borrow the money applied for and to mortgage the property(ies) proposed as security referred to in this Application.
- 3) The information You give in this Application whether completed personally by You or not is true and accurate in all respects. If any such information is incorrect You will make good any loss We may suffer by acting in reliance on that information.
- 4) Your income is as stated in the Application and is sufficient to support the payments required to sustain the Loan requested.
- 5) Your information will be used to assess affordability of the Loan and You are aware of the monthly payments for the Loan and that You can afford these.
- 6) You will supply any additional information that We may require in order to proceed with the Application.
- 7) You consent to a mortgage/credit intermediary acting for You in your Application and where You have given information to your mortgage/credit intermediary, You consent to your details being manually input and subsequently transmitted electronically.
- 8) You have the consent of any joint Applicant or third party to disclose and use their information for the purposes of this Application.
- 9) We may liaise with your mortgage/credit intermediary and (where we are proposing to lend by way of second charge) your first charge lender as necessary unless You otherwise inform us in writing and You authorise your mortgage/credit intermediary and your first charge lender to disclose to us information about You and this Application both before and after completion of the Loan.
- 10) You do not have any other outstanding credit facilities which are not disclosed with this Application.
- 11) You have never been adjudged bankrupt or insolvent or been sequestrated or entered into any arrangements with creditors or had civil or criminal proceedings of any kind issued against You other than as specified in this Application. If proceedings have been, or are being, issued, You will supply full details to us.
- 12) You have read and considered the Illustration about the particular product You have chosen and/or have been advised to apply for by your mortgage/credit intermediary or other adviser. We are not responsible for any advice given or recommendation made by an intermediary or other adviser about the product you have chosen.
- 13) You will notify us promptly of any changes which have, or are likely to have an effect on the continuing accuracy of the particulars in this Application and which may affect our willingness to provide the Loan.

- 14) The information in this Application and Declaration may be relied on by us and any other person or body in whom the benefit of all or any of the Loan, mortgage, or security is from time to time vested.
- 15) We (or the mortgage/credit intermediary on our behalf) may disclose your information to and make any enquiries and searches and obtain any references and information that We consider necessary of persons, including but not limited to your mortgage/credit intermediary, tax authorities, past/ present employers, landlords, accountants, building societies, lenders, insurers, bankers, HMRC, the Benefits Agency, Fraud Prevention Agencies, Companies House and Credit Reference Agencies (who will keep a record of searches made) as We consider necessary to confirm the truth and accuracy of the information in this Application. You agree and consent to us making enquiries of the persons listed above and authorise such persons to disclose to us any information We require from them. You also agree that We may share information about You and the conduct and operation of your Loan during its term and after it is repaid where we have a duty to do so or if the law allows us to do so, to our regulators and with third parties, including any of the above, any adult occupiers of the property, any intended guarantor, investors, funders or their advisors, potential investors or funders, ratings agencies.
- 16) Any solicitor acting for You may disclose to us any information or documentation that We ask for about the transaction or the property which is the subject of this Application and You waive any duty of confidentiality or privilege which may otherwise exist in relation to this Loan transaction.
- 17) We may periodically submit information to Credit Reference Agencies and Fraud Prevention Agencies during the term of your Loan who in turn will provide information to us on which We may base future lending and arrears management decisions, use to administer your account and for analysis and statistical purposes.
- 18) We may record and monitor telephone conversations between You and us at our discretion, for security, quality and/or training purposes.
- 19) From time to time We may mortgage, sell, transfer, assign, charge or otherwise dispose of, in whole or in part any Loan, mortgage, or other related security to any person or organisation (a “Disposal”). You agree that any Disposal may be in law or in equity and may be by way of absolute assignment or by way of security only. You agree to each such Disposal that We may make and You agree that We may do this without giving notice to You. You agree that a Disposal for this purpose typically involves us transferring all or some of the rights that We have under the Loan, or the related security to another person or organisation. You agree that We may provide information about your (i) Application and any supporting documentation, (ii) Loan and any related security, (iii) any other information relating to the property, (iv) the history and conduct of your account, including statistical analysis of your current circumstances and (v) any other relevant information, to any person or organisation who does, or who we believe wishes to, enter into such a Disposal or who does or wishes to fund or otherwise be involved in such a Disposal. We may provide that information at any time, including prior to or after any Disposal. You agree that We may also provide such information to Credit Reference Agencies and Fraud Prevention Agencies for the purpose of quality analysis, or to any purchaser or potential purchaser of Us or any person who does or wishes to fund or otherwise be involved in any such purchase, or to any person who was previously the Lender.
- 20) If You provide a personal guarantee You agree to guarantee the Loan applied for in the terms of our standard Deed of Guarantee.

You agree that:

- 21) We will be entitled to withdraw before completion any Mortgage Offer should You (or anyone else) falsify any information supplied in this Application or for any other reason set out in the Mortgage Offer or our General Mortgage Conditions. If we withdraw an offer we can do this immediately and without telling You, but We will notify You about the withdrawal of our Mortgage Offer if We reasonably can).
- 22) It is an offence to knowingly make a false, inaccurate or misleading declaration when applying for a Loan.
- 23) If You make a false declaration You may face criminal prosecution and/or civil action for recovery of any losses incurred by us.
- 24) If the Loan is not for your benefit, You must take independent legal advice and will do so if asked to, and before You, enter into any Deed of Guarantee.
- 25) We may decline to make You a Mortgage Offer.
- 26) Our Loans are subject to valuation and status.

- 27) If two or more of You are making this Application, each of You is individually and jointly responsible for all obligations in relation to the Loan.
- 28) We will require You to confirm your income and We may request this information from You.
- 29) We accept no responsibility for any representation made by any employee, agent or any other person unless these are incorporated in the Mortgage Offer or are subsequently confirmed by us in writing.
- 30) If You agree to guarantee the Loan, You are aware that by giving a guarantee You will be held liable to us instead of or as well as the borrower or customer to the extent of the guaranteed amount. The extent of the guarantee will include all costs and interest outstanding on the Loan at any time as well as the loan amount.
- 31) You agree that if the property is sold leaving a balance outstanding on the Loan, You will be liable for the difference between the sale price of the property and the amount outstanding or to the extent of your guarantee.
- 32) It is your responsibility to ensure that You have suitable means of repayment in place to repay the Loan in the event of your death or at the end of the term of the Loan.
- 33) We may use your information to consider any future Applications you make for a Loan.

Valuation

You authorise us to obtain a valuation of the property(ies) offered as security for our purposes. We will obtain a valuation only to enable us to assess the amount of the Loan, if any, which We are prepared to make on the property(ies) proposed as security referred to in this Application and that valuation does not give You any rights against us or any other person. You agree that We will choose a valuer from our panel of valuers and will obtain a valuation report from the valuer for our purposes. You acknowledge it is your responsibility to obtain an independent valuation or advice before You proceed to completion of the Loan or the purchase of the property(ies). We give no warranty, representation or assurance that the statements, conclusions and opinions, expressed or implied, in any valuation report You obtain are accurate, valid or complete or that the property is free from defects or worth at least the amount of the Loan or that (where relevant) the purchase price is reasonable.

Insurance

You agree that it will be your responsibility to maintain payments on the Loan. Your payments will not be protected in the event of death, accident, sickness, unemployment or other similar circumstance. As a condition of your Loan, You must have adequate buildings insurance for the mortgaged property(ies) that You and/or others have provided as security for the Loan in place at exchange or conclusion of missives (for house purchase) and completion (for remortgages or Secured Loan) and ensure that they continue at all times to be insured.

You are not required as a condition of your Mortgage Loan or Secured Loan to have any other insurance but You might like to consider taking out insurance to cover other circumstances that might arise, such as death, accident, illness or unemployment. Your payments will not be protected in the event of death, accident, sickness, unemployment or other similar circumstance unless you arrange your own insurance for this.

Your Loan Payments

By signing this Declaration, You agree that:

- 1) You will repay the Loan in accordance with the conditions specified in your Mortgage Offer and General Mortgage Conditions.
- 2) We may add to your first monthly payment interest from the date of completion of your Mortgage Loan to the end of that month unless your Mortgage Offer states otherwise (not applicable where the loan is secured by a second charge).
- 3) We may take other payments by Direct Debit with your agreement which may be given by telephone or in writing.

Data Protection and Privacy

The results of our enquiries, searches and references and any information given by You or any other person in this Application may be used for credit assessment, including credit scoring and for debt recovery, the prevention of money laundering, tracing and fraud prevention, to administer your account for system testing, for analysis and statistical purposes and any purpose referred to in any Loan with us.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how information held by fraud prevention agencies may be used can be obtained by contacting us at Financial Crime Team, Credit Risk, Precise Mortgages, PO Box 6037, Wolverhampton WV1 9QW.

You can obtain (on payment of a fee) a copy of your personal information held by us by writing to the Data Protection Officer, Compliance Team, Precise Mortgages, PO Box 6037, Wolverhampton WV1 9QW.

You have a right to know how We will use your personal information. It is important that You read this declaration and the booklet supplied to You entitled "A Guide to the use of your personal and business data and Credit Reference Agencies and Fraud Prevention Agencies".

We may telephone You or write to You about your Loan, products or services of ours or others which maybe of interest to You. The methods of contact which You consent to include post, electronic mail, telephone, SMS text messaging and any other online or interactive media. We may pass details about You and the conduct of your Loan with us to other companies within our group or selected third parties who may telephone or write to You about their products or services.

If You would not like us or other companies to contact You about other products and services by the means outlined above please tick the box

Costs and Fees

Any valuation and assessment fee payable by You covers our costs for assessing the Application and value of the property. If We accept this fee, We are not obliged to offer or make a Loan to You. The illustration will set out the whether these fees are refundable.

Please tick below if you wish any of the fees stated to be added or deducted from the Loan. If you do not indicate that you wish the fees to be added or deducted then these and any other fees must be paid from your own funds.

First Charge (Residential & Buy to Let)	Add	Bridging Loan	Add	Deduct	Second Charge (Residential & Buy to Let)	Add
Product Fee	<input type="checkbox"/>	Facility Fee	<input type="checkbox"/>	<input type="checkbox"/>	Product Fee	<input type="checkbox"/>
Telegraphic Transfer Fee	<input type="checkbox"/>	Broker Fee	<input type="checkbox"/>	<input type="checkbox"/>	Credit Intermediary Fee	<input type="checkbox"/>
		Packager Fee	<input type="checkbox"/>	<input type="checkbox"/>	Telegraphic Transfer Fee	<input type="checkbox"/>
		Assessment Fee	<input type="checkbox"/>	<input type="checkbox"/>	Broker Administration Fee	<input type="checkbox"/>
		Telegraphic Transfer Fee	<input type="checkbox"/>	<input type="checkbox"/>	Broker Completion Fee	<input type="checkbox"/>
					Mortgage Questionnaire Fee	<input type="checkbox"/>
					Packager Fee	<input type="checkbox"/>
					Valuation Fee	<input type="checkbox"/>
					Broker Assessment Fee	<input type="checkbox"/>

The only fees You must pay us for this Application are contained in the literature about the particular Loan that You are applying for. Any other fees that You pay to any third party are paid not as a condition of submitting this Application or as a condition of obtaining the Mortgage Offer (if made).

Applicant 1
Print Name
Signature
Date

Applicant 2
Print Name
Signature
Date

We can provide literature in large print, Braille and audio tape. Please ask us for this leaflet in an alternative format if you need it.

Direct Debit details

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

Precise Mortgages
PO Box 6037
Wolverhampton
WV1 9QW



Instruction to your
Bank or Building
Society to pay by
Direct Debit

Servicer User Number

4 | 3 | 4 | 2 | 5 | 5

Name(s) of account holder

Reference

Bank/Building Society account number

Bank sort code

 - -

Instruction to your Bank or Building Society

Please pay Precise Mortgages 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 Precise Mortgages 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:

Signature(s)

Postcode

Date

Banks and Building Societies may not accept Direct Debit Instructions for some types of account

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This guarantee should be detached and retained by the Payer.

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, date or frequency of your Direct Debit, Precise Mortgages will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Precise Mortgages 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 Precise Mortgages or your Bank and 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 Precise Mortgages 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.

Authority to 1st mortgage

All sections must be completed in full



To

Security property details
Address of property
Postcode

Applicant 1 details		Applicant 2 details	
Title	Surname	Title	Surname
Forename(s)		Forename(s)	
Roll/account number			

Signatures and declarations	
I/We authorise you to accept a copy of this authority to supply to Precise Mortgages any information it may request from you in respect of my/our loan with you, now and at any time in the future.	
Signature (Applicant 1)	Signature (Applicant 2)
Date	Date

We can provide literature in large print, Braille and audio tape. Please ask us for this leaflet in an alternative format if you need it.

Authority to release information

All sections must be completed in full



To

Security property details
Address of property
Postcode

Applicant 1 details		Applicant 2 details	
Title	Surname	Title	Surname
Forename(s)		Forename(s)	
Reference/account number			

Signatures and declarations	
I/We authorise you to accept a copy of this authority to supply to Precise Mortgages any information it may request from you in respect of my/our account with you, now and at any time in the future.	
Signature (Applicant 1)	Signature (Applicant 2)
Date	Date

We can provide literature in large print, Braille and audio tape. Please ask us for this leaflet in an alternative format if you need it.

Debt consolidation form



Customer ref:

	Credit in name of applicant		Credit/loan company	Account type	Date opened	Card Number / loan account number (always required)														Monthly payment	Balance	Settlement figure	Do you wish to settle the account	Pay by BACS	Pay by cheque				
	1	2				Sort code & account number (only required if account to be settled by BACS)*																							
E.g.	Y		Natwest Mastercard	Credit card	01 / 01 / 2010	1	2	3	4	5	6	7	8	9	1	2	3	4	5	6	7	£ 100.00	£ 3,000.00	£ 3,000.00	y	y			
					/ /																		£	£	£				
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					/ /																		£	£	£				

*Please note that we may request evidence of these sort code and account numbers.

It is important that you complete all sections of this form with accurate information if you are paying off existing loans or credit with your loan.

For Credit Cards the payee details can usually be found on the back of your monthly statement. Accuracy of these details will be imperative for speedy settlement of these accounts.

Whilst your loan is being processed it is important that you maintain your agreed payments with your loan or credit card company. Precise Mortgages is not responsible for any missed payment on any loan or credit card repayment.

I/We authorise Precise Mortgages to apply the loan (or a relevant part of it) in repaying those Accounts shown above which I/we have indicated I/we want to settle. I/we agree that Precise Mortgages may do this (at its discretion) by either paying the Credit/Loan Company direct or by sending me/us a cheque(s) made payable to the Credit/Loan Company(ies).

Applicant 1	Signature	Print name	Date / /
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Applicant 2	Signature	Print name	Date / /
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THINK CAREFULLY ABOUT SECURING OTHER DEBTS AGAINST YOUR HOME. YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON A MORTGAGE OR ANY OTHER DEBT SECURED ON IT. Consolidating your debt may increase the amount you pay back overall and extend the repayment period of your debts.

We can provide literature in large print, Braille and audio tape. Please ask us for this leaflet in an alternative format if you need it.

Precise Mortgages is a trading name of Charter Court Financial Services Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Firm Reference Number 494549). Registered in England and Wales with company number 06749498. Registered office: 2 Charter Court, Broadlands, Wolverhampton WV10 6TD.