

# Declarations, authorisations & consents

PRIVATE & CONFIDENTIAL



Loan account number

FIRST APPLICANT

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SECOND APPLICANT

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## 1 General - please read this document carefully before signing

- > I/We hereby apply to Haven Mortgages Limited ('Haven') for a loan secured by a first legal mortgage on the property described in the application to Haven.

**Warning: Your home is at risk if you do not keep up payments on a mortgage or any other loan secured on it.**

**Warning: If you do not meet the repayments on your credit agreement, your account will go into arrears. This may affect your credit rating, which may limit your ability to access credit in the future.**

Please be advised that if you do not repay the Mortgage Loan when due then you will be in breach of the terms and conditions of your mortgage and Haven will take the appropriate steps to recover the amount due. This could mean that Haven will commence legal proceedings seeking an order for possession against you, which will affect your credit rating and limit your ability to access credit in the future.

## 2 How we use your information at Haven

For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our data protection notice online or available from an appointed Retail Intermediary. It may change from time to time.

**NOTICE: Under the Credit Reporting Act 2013 lenders are required to provide personal and credit information for credit applications and credit agreements of €500 and above to the Central Credit Register. This information will be held on the Central Credit Register and may be used by other lenders when making decisions on your credit applications and credit agreements.**

The Central Credit Register is maintained and operated by the Central Bank of Ireland. For information on your rights and duties under the Credit Reporting Act 2013 please refer to the factsheet prepared by the Central Bank of Ireland. This factsheet is available on [www.centralcreditregister.ie](http://www.centralcreditregister.ie). Copies can also be obtained at [www.havenmortgages.ie](http://www.havenmortgages.ie)

## 3 Credit Checks

We will use the information you have given us to search and to share information with credit reference agencies, such as the Irish Credit Bureau, to help with applications for credit and for ongoing credit review. The credit reference agencies will hold this information on a database and it may be accessed by other financial institutions.

## 4 Transfer of Mortgages - (securitisation)

Your attention is drawn to the possibility that Haven, in common with many other mortgage lenders worldwide, may decide to securitise some of its mortgages. Financial Institutions are limited in the amount they can lend by the level of their capital and, in order to release capital to capitalise future lendings, including mortgage lending, mortgages may be transferred to investors. This practice is known as securitisation. Relevant investors include the world's major financial institutions. In practice, you should not be aware of any effect from securitisation because Haven will continue to deal in all matters relating to your mortgage, including the setting of interest rates and the handling of arrears, subject to the powers and discretion of the transferee under such a scheme. If your application is approved, you will have the benefit of your solicitor's advice on the matter, before committing yourself to the mortgage.

Haven will disclose your personal data and any information held by Haven in relation to your mortgage to the Transferee or their representatives, or to any person proposing to participate in or promote or underwrite or manage a Transfer or to every person to whom Haven or the Transferee is contractually or legally obliged to make such a disclosure (which may include the disclosure of personal data in relation to the Customer outside the European Economic Area where the level of data protection may not be as high as in Ireland).

## 5 Fees and Charges

### Valuation Report

A valuation of the property must be carried out by a valuer on our panel of valuers prior to loan approval. This valuation will cost you €150 which will be refunded to you if your loan application is unsuccessful.

If the valuation of the property is undertaken more than four months before the requested date of drawdown of the loan or of the final stage payment, a re-valuation will be required which will cost you €65. If the conditions of your loan require a final valuation following completion of the building of the property, renovations or repairs to it, this will cost you €65.

### Variable Rate Loans

A variable rate loan is where the interest rate applied to your loan can go up or down during the lifetime of your loan. A variable rate can change from what is noted on your loan offer to what the current variable rate is upon drawdown. If you repay a variable rate loan early, there is no early redemption charge.

**Warning: The payment rates on this housing loan may be adjusted by the lender from time to time.**

### Fixed Rate Loans

A fixed rate loan guarantees a specific rate on your loan for a specific period of time

**Important** - In the event of there being a change in interest rates before you drawdown your loan Haven will apply the fixed rate available at the time of drawdown. If there is no other fixed rate available the variable rate then prevailing will apply. Haven cannot inform customers individually of changes to interest rates prior to the date of drawdown.

**Fixed Rate Loans Warning: You may have to pay charges if you pay off a fixed-rate loan early.**

I/We understand that an early breakage charge maybe payable in the following cases where the fixed rate period has not expired:

1. If a capital payment (full or partial) is made to a fixed rate loan, including an involuntary/voluntary payment from a third party source eg: a payment from a Mortgage Protection policy: or;
2. If the loan is converted to a variable rate.
3. If the loan is converted to another fixed rate.

## Calculation of Early Breakage Charge

The formula to calculate the early breakage cost is: (A) x (U) x (D%) = early breakage cost

## Definition of Terms used in this formula

**(A)** The amount of the premature payment or balance of the mortgage loan at date of conversion to another rate

**(U)** Unexpired period is the period remaining to the end of the original fixed interest rate period

**(D%)** Difference in the interest rate is the difference between the fixed interest rate applicable at the start of the fixed interest period and the fixed interest rate applicable as at date of premature/conversion, for the unexpired fixed interest rate period

## Worked Example:

A = €100,000 the amount of the premature payment or balance converted to another rate

U = 2 years (24 months) on basis you fixed for 5 years (60 months) and are now breaking out of fixed rate after 3 years (36 months)

D = 2% on the basis you fixed at a 5 year rate of 5.25% and the fixed rate for the unexpired period (i.e. 24 months) is 3.25%

So, applying the formula A x U x D: €100,000 x 24/12 x 2% = €4,000.

## Other Charges

Third party legal fees related to your application will be payable by you including, in respect to the following, where applicable: Registry of Deeds/Land Registry searches; execution of family home declaration; execution of a vacate/release; alterations to title; or release of deeds on accountable trust receipt. Any other 3rd party fees that may arise in the processing of your application will be incurred by the application(s).

## 6 Client signature/authorisation/declaration/consents

By signing below I/we give and make the agreements, declarations, acknowledgements and authorisations in sections 1-6 (inclusive).

### I/We agree

- > That the loan will be subject to the rates and interest of Haven.
- > To have the property adequately insured for the duration of the loan.
- > That no responsibility is implied or accepted by Haven or its valuer for either the value or condition of the property by reason of inspecting or reporting on a property. I/We acknowledge that it is in my/our interest(s) to arrange for an independent valuation and structural survey before signing contracts to buy the property.
- > That Haven reserves the right to restrict, amend, reduce or withdraw any loan offer made.
- > That in the event of my/our application being declined, Haven can provide in writing the reason(s) for declining the application.

# Declarations, authorisations & consents



## I/We hereby declare

- > That I am/we are over 18 years of age.
- > That I/we have read all the warnings which are set out in this declaration.
- > That all statements made and particulars given to you in connection with this mortgage application are strictly true to the best of my/our knowledge and belief.
- > That the information provided represents accurately my/our financial situation.
- > That I/we will inform you of any changes to my/our situation which might affect my/our financial situation.
- > I/We consent to Haven contacting my/our employers (auditors in the case of self-employed) in connection with the income figures submitted.

FIRST APPLICANT'S SIGNATURE	SECOND APPLICANT'S SIGNATURE
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DATE	DATE

## 7 Consent under Consumer Credit Act 1995

Haven may wish to contact you in relation to your loan by either visiting or calling your place of work or outside of our usual business hours (for example, where we have been unable to contact you at home). We will not do so without your consent.

If you consent to us contacting you in this way, please sign your name(s) below. If you do not sign your name(s), we will assume that you have not given your consent.

FIRST APPLICANT'S SIGNATURE	SECOND APPLICANT'S SIGNATURE
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DATE	DATE

## 8 Retail Intermediary\* authorisation to act on behalf of client

Please Note: Where you have asked a Retail Intermediary for advice and a recommendation about a suitable mortgage product, the Retail Intermediary is responsible to you for any advice they give or any recommendation they make. Haven does not advise on the suitability of mortgage products. You should keep your Retail Intermediary informed of any material changes to your circumstances during the application process in order that the Retail Intermediary may provide you with a revised letter of suitability, where necessary.

# Declarations, authorisations & consents



I/We authorise the appointed Retail Intermediary in each of the following respects:

- > to act on my/our behalf in relation to this application with Haven.
- > to communicate to Haven the rate(s) requested by me/us in connection with this application.
- > to act on my/our behalf throughout the life of this loan unless I/we specify otherwise.

**Please note: The appointed Retail Intermediary will obtain any relevant data or information on your behalf required for this mortgage application. The appointed Retail Intermediary will process and disclose to Haven or any Transferee any data or information relevant to the Haven loan on your behalf throughout the life of this loan or as required for this mortgage application. Information provided to Haven by the appointed Retail Intermediary in this regard will be accepted as true and accurate.**

FIRST APPLICANT'S SIGNATURE	SECOND APPLICANT'S SIGNATURE
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DATE	DATE

\*Retail Intermediary means the person appointed as a mortgage credit intermediary (within the meaning of the European Union (Consumer Mortgage Credit Agreements Regulations) 2016 and a mortgage intermediary (within the meaning of the Consumer Credit Act 1995 (as amended) by the Lender

## 9 Retail Intermediary declarations

Retail Intermediary use only

(If you are a mortgage network / packager please complete No. 10)

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I declare that the certified copies of ID and address verification documents enclosed with this application are genuine copies of the original document.

I declare that I have/will have met the customer(s) face to face prior to mortgage drawdown.

I declare that prior to mortgage drawdown I have sighted all original documentation evidencing the applicant(s)'s identity and ability to repay the level of mortgage requested and have provided copies of the original documentation to Haven Mortgages Limited. I hereby certify that I will retain same for the required period of time taking into account all Codes/instructions issued by the Central Bank of Ireland and all other relevant legislation.

> I have provided the applicant(s) with a copy of Haven Mortgages Limited's mortgage brochure including fees and charges.

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<b>COMPANY NAME</b>	<b>DATE</b>
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## 10 Mortgage network/packager

For completion by mortgage packager where application has been submitted by a Retail Intermediary appointed by the Mortgage Network/Packager.

I confirm that the above Retail Intermediary (section 9) holds a valid appointment with

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(packager/network name) who is an authorised intermediary of Haven Mortgages Limited.

I also confirm that the introducing intermediary (section 9) is currently authorised by the Central Bank of Ireland to act as a retail intermediary.

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<b>COMPANY NAME</b>	<b>DATE</b>
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