



# Declaration, Authorisation and Consent

Name of first Applicant

Name of second applicant

Loan Amount

Application Number

Please read carefully before signing this form.

In this consent:

“The Society” means the ICS Building Society.

“contracted agents” means entities which have contracted with the Society to assist it in the conduct of its business or in providing services to me.

“I”, “me”, “my” is a reference to each of us where more than one of us have signed this form.

“personal details” means information concerning me which the Society has including information given by me or others verbally or in writing, information contained in application forms and records of my transactions with the Bank of Ireland Group.

## Consent under Consumer Credit Act 1995 (Optional)

I hereby consent to ICS Building Society and its Agents being able to contact me at my place of work (this is optional – you do not have to give this consent).

First Applicant

Second Applicant

## Consent to Direct Marketing (Optional)

The Data supplied by you to ICS Building Society will be used to provide you with information about other products and services ICS Building Society has arranged for you with a third party, by post, telephone, email, fax or other lawful means. You can, at any time, ask the Society to stop or change the methods by which the Society may send you marketing materials.

Please tick the box if you do not want to receive this information

## Declarations, Authorisations and Consents

- I apply to the Society for a mortgage loan and declare that the information and Data given and documentation furnished by me is true and correct, to the best of my knowledge, information and belief.
- I declare that I have never been insolvent and have never made arrangements with creditors and have never been involved in any court proceedings for debt.
- I authorise the Society to make all reasonable enquiries of my accountant, solicitor, mortgage lender, broker and/or any other person, in connection with and arising from my application and any aspect thereof.
- I hereby consent for the purposes of the Consumer Credit Act 1995 to the Society being able to contact my employer for income verification purposes.
- I authorise the Society to appoint an agent to act on its behalf in processing and administering this application and/or any mortgage loans that may be granted to me.
- By signing this form I consent to the Society and its contracted agents storing, using and processing my personal details:-
  - to manage and administer my accounts, policies or other financial products;
  - to process my applications for credit or financial services;
  - to carry out business and market research and compile statistics;
  - to help detect fraud and dishonesty;
  - to enable business units in the Society share or access my personal details for the purposes set out in this consent (but not for the purposes of direct marketing where I have indicated to the Society I do not want it);
  - to contact me by post, telephone, text message, electronic mail, facsimile or other means but not in a way contrary to my instructions to the Society or contrary to law or regulation;
  - (where I apply for or avail of a credit facility) to carry out credit reviews including automated credit decision processes and to obtain details of my credit history from the Irish Credit Bureau (“ICB”) or other credit rating agency;
  - (where I have not indicated otherwise to the Society) to directly market the products and services of the Society or of suppliers selected by the Society using a form of communication permitted by me under paragraph (g) above; and
  - to establish my identity, residence and tax status in order to comply with law and regulation concerning taxation and the prevention of money laundering or terrorist financing.
- I consent to the Society disclosing my personal details:-
  - (where I apply for or avail of a credit facility) to the ICB or other credit rating agency and I also consent to the ICB or other credit rating agency disclosing details of my credit history (and using those details for credit scoring purposes) to the Society or other institutions to which I apply for credit facilities;
  - to facilitate a potential or actual transfer of any loan or product provided to me or in connection with a securitisation;
  - to its contracted agents and to recipients abroad but only for purposes indicated in this consent and only where the Society complies with Irish data protection law in doing so. This consent does not limit any other consent I have given (or may give) to the Society to process or disclose my personal details.
- I hereby declare and confirm that each and every one of the foregoing authorisations and consents contained herein to disclose personal data and all or any other information to any third party constitutes a consent for the purposes of the Data Protection Acts, 1988 and 2003 and any amending or extending legislation or any European Union regulation or directive.
- I declare that where the security for this mortgage loan application is a holiday home, it is for my personal use and no rental income will be derived from it.
- I declare and agree that I will pay any reasonable costs and expenses incurred by the Society in dealing with this application, whether or not a loan is received by me.
- I declare that I have read and understand the Consumer Credit Act Notices, which are set out on the following page.**

First Applicant

Date

Second Applicant

Date



## Consumer Credit Act Notices

**WARNING: YOUR HOME IS AT RISK IF YOU DO NOT KEEP UP PAYMENTS ON A MORTGAGE OR ANY OTHER LOAN SECURED ON IT.**

If your mortgage is at any time at a variable rate, please note:

**THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY THE LENDER FROM TIME TO TIME.**

### Endowment Loans

If you choose an endowment loan, and the insurer does not guarantee that the proceeds of the policy will be enough to repay the loan when due, please note:

**WARNING: THERE IS NO GUARANTEE THAT THE PROCEEDS OF THE INSURANCE POLICY WILL BE SUFFICIENT TO REPAY THE LOAN IN FULL WHEN IT BECOMES DUE FOR REPAYMENT.**

You should also note that in the case of endowment loans, early surrender of the policy may mean that you get back less than you have paid in premia and other charges.

### Early Repayment

In the case of a fixed rate loan, in the event of early repayment of the loan in whole or in part for any reason, or conversion to a variable interest rate, or other fixed rate within the initial fixed rate period or any further or subsequent fixed rate period, the Borrower will be liable to pay a sum to be calculated in accordance with the following formula  $(\text{Amount} \times (R-R1) \times \text{Time})$  divided by 36500 and for the purposes of this formula, the variables are defined as follows: "Amount" means the average balance of the amount repaid early or converted from the date of repayment or conversion to the end of the fixed rate term, allowing for scheduled repayments; in the case of an endowment loan, this will equal the full amount of the early repayment or conversion. "R" means the cost of funds for the Society for the fixed rate period as incorporated in the existing interest rate applying to the Loan. "R1" means the interest rate available to the Society for funds placed in the money market on the date of early repayment or conversion for the remainder of the relevant fixed rate period. "Time" means the number of days from the date of early repayment or conversion to the end of the relevant fixed rate period.

### Arrears

Any sum not paid by its due date is subject to an additional interest charge at the rate of 0.5% per month or part of month (i.e. 6% per annum), subject to a minimum of €2.54 per month, from the due date until payment, and is charged monthly on the arrears balance at the end of that month. This additional interest charge is intended to cover the Society's increased administration and related charges due to the Borrower's default. Full details of this charge will be set out in any loan agreement with you.

### Fees and Costs

The Society requires that a valuation be carried out by a valuer acceptable to the Society (see below) and that the appropriate fee be paid by you directly to the valuer. The amount of the fee will be determined by reference to the value of the property, and if any loan agreement is withdrawn the payment will be refunded. Legal fees (excluding costs associated with the Society's legal investigation of title for the purpose of the mortgage) are payable by the borrower to his or her solicitor. The amount will depend upon the arrangements made between these parties. Where security is perfected in-house by the Society there is a fee payable by the Borrower. A fee will also apply for certain non-standard services as follows: Duplicate Statement, Duplicate Interest Certificate, Unpaid Direct Debit.

The following additional costs will be payable by the borrower for buy-to-let properties and principle dwelling housing whereby loan amount is €1.5 million or over:

1. The borrower must reimburse the Society for the legal costs incurred by the Lender in effecting the Lender's Security and related tasks (excluding costs associated with the Society's legal investigation of title for the purpose of the mortgage);
2. The outlay and fees payable to state agencies for the registration of the Lender's Security, which must be remitted to the borrower's solicitor. The Lender's legal costs to be reimbursed by the Borrower are the following:
  - a) The Lender's solicitor's professional fee of €950 plus Value Added Tax per property
  - b) Outlay and fees payable to state agencies for the registration of the Lender's Security which shall not exceed €300 per property. The Lender's legal costs, once paid by the Borrower, are not refundable. Typically, these must be paid at closing of the transaction.

### Valuation

The Society requires that a valuation be carried out on the property(ies) offered as security. This valuation must be completed by a valuer acceptable to the Society and any such valuation or report remains the property of the Society. No responsibility whatsoever is implied or accepted or warranty given by the Society for the value or condition of the property by reason of such valuation. You are strongly recommended to arrange an independent valuation and structural survey of the property. You are responsible for payment of the valuation fee. If the Loan is refused the valuation fee will be refunded to you. Please note that a valuation report should only be arranged after you have received 'Approval in Principle'. You are entitled to your own copy of the valuation report.

### Regulatory

ICS Building Society is a member of the Bank of Ireland Group and is regulated by the Central Bank of Ireland.

**WARNING: YOU MAY HAVE TO PAY CHARGES IF YOU PAY OFF A FIXED RATE LOAN EARLY.**

**WARNING: THIS NEW LOAN MAY TAKE LONGER TO PAY OFF THAN YOUR PREVIOUS LOANS. THIS MEANS YOU PAY MORE THAN IF YOU PAID OVER A SHORTER TERM.**

**WARNING: THE COST OF YOUR MONTHLY REPAYMENTS MAY INCREASE – IF YOU DO NOT KEEP UP YOUR REPAYMENTS YOU MAY LOSE YOUR HOME.**

**WARNING: THE ENTIRE AMOUNT THAT YOU HAVE BORROWED WILL STILL BE OUTSTANDING AT THE END OF THE INTEREST ONLY PERIOD.**