

## Declaration, Authorisation and Consent

### HOME LOAN DETAILS

First Applicant (Block Capitals)

Second Applicant

Loan Amount €

Repayment Period

Mortgage Type

Application Number

### CONSENT under Consumer Credit Act 1995

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

And

I hereby consent to ICS Building Society being able to contact my employer for income verification purposes (please note the Society cannot process your application without this consent as we must be able to contact your employer to verify income details)

First Applicant

Second Applicant

### CONSENT under Data Protection Acts 1988 and 2003

I hereby consent to the details, information and personal data that I have supplied to ICS Building Society being used by the Society to provide me with information by way of direct marketing about other products and services supplied by it or members of the Bank of Ireland Group (of which the Society is a member) or arranged by the Bank of Ireland Group with third parties (this is optional - you do not have to give this consent).

and/or

I hereby consent to the disclosure by the Society of my details, information, personal data and documentation to any other member of the Bank of Ireland Group for the purposes of direct marketing about other products and services supplied by a Group member or arranged by a Group member with third parties (this is optional - you do not have to give this consent).

First Applicant

Second Applicant

### DECLARATIONS, AUTHORISATIONS AND CONSENTS

Please read carefully before signing this form. Where there is more than one applicant, any references to "I" or "my" are to be construed as references to "we" or "our" respectively. The "Society" means "ICS Building Society".

- I apply to the Society for a mortgage advance and declare that the information 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 or any credit reference bureau or agency or any other person, in connection with and arising from my application and any aspect thereof.
- I authorise the Society to appoint an agent to act on its behalf in processing and administering this application.
- I authorise the Society to disclose all and any details, information, personal data or documentation relating to my application to (A) any third party for the purposes of or in connection with processing and administering my application and (B) any person acting as an agent of the Society or any other third party engaged by the Society for general business purposes in connection with my application and (C) any credit reference bureau or agency AND I hereby further authorise and consent to the processing of all and any details, information, personal data or documentation as are herein referred to by the Society and any disclosee as is referred to herein.
- I hereby 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 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 the Consumer Credit Act Notices, which are set out on the reverse hereof.

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 anytime 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:  $(\text{Amount} \times (R - R_1) \times \text{Time})$  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. "R<sub>1</sub>" 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.

## 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. The Borrower is 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 a Letter of Offer. You are entitled to your own copy of the valuation report.