

## APPLICATION FOR CREDIT

### Declarations & Consents

FIRST APPLICANT'S NAME

SECOND APPLICANT'S NAME

**Seriously and Insurance are required. This application is subject to current lending criteria and is governed by terms and conditions, which include (but are not limited to) the following:**

#### Valuation

Springboard Mortgages will require a valuation of and certain other information about the property, which you wish to buy and/or mortgage. The valuation report, of which you will obtain a copy, is designed specifically for the needs of Springboard Mortgages to help us decide if the property represents adequate security for the loan you require. The valuation report will be based on a limited inspection and is not intended to be a structural survey nor a condition report. It is important that you should not rely in any way on the valuation report. It is possible that there are defects in the property which are not reported but which a more detailed inspection would reveal. This means that the valuation report may not make you aware of any defects which could affect your decision to buy. Springboard Mortgages recommends that you obtain a more comprehensive report of structural survey.

#### Insurance

**Life Assurance.** It is a condition of all repayment loans that Mortgage Protection Cover is effected before the loan funds issue. Applicants must make their own arrangements but the cover must meet Springboard Mortgages requirements. Cover must be in place before the loan funds are issued.

**Property Insurance.** It is a condition on all loans that property insurance is effected before the loan funds issue. The loan will not issue until Springboard Mortgages' insurance requirements have been complied with to Springboard Mortgages' reasonable satisfaction. Where the borrower ceases to maintain adequate insurance cover for the property at any time during the period of the loan agreement, Springboard Mortgages may insure the property for not less than the estimated cost of reinstatement. The borrower will be liable for the premium monthly/annually for the duration of the loan.

#### Data Protection Policy

Springboard Mortgages Limited is a joint venture between Irish Life & Permanent plc and Merrill Lynch International Bank Limited (collectively with Springboard Mortgages Limited and each of their respective subsidiaries or holding companies or any other subsidiary of a holding company referred to as the "Springboard Group" which shall be construed as a reference to each and all of them). Springboard Mortgages Limited will hold and administer your mortgage account and we are the data controller with respect to any personal data you provide to us. We can be contacted at 100 Lower Mount Street, Dublin 2. Springboard Mortgages Limited is registered as a data controller with the Office of the Data Protection Commissioner and full particulars of our registration are available at [www.dcoprotection.ie](http://www.dcoprotection.ie). Where we refer to your "personal data" or "information" this includes all personally identifiable information you provide to us directly or information we receive through a broker or other intermediary engaged by you and all information about you which we obtain from third parties as explained further below.

The Springboard Group may use your information to help it assess financial and insurance risks; recover debt; develop customer relationships; services and systems; prevent and detect crime; make pre-contract credit related decisions about you whether concerning this product or a future financial product with us (such credit related decisions may be made solely by means of automatic processing). If you have consented to link information between your accounts and other products and services you hold with us or may hold with us and with others with whom you have a financial link; develop behavioural credit scoring models/techniques for the purposes of credit limit and risk management; and/or administrative, customer care and services purposes.

Your information includes information about transactions.

We do not disclose your information to anyone outside the Springboard Group except where we have your permission; where we are required or permitted or requested to do so by law or regulation or we legally require to or otherwise to other companies or entities who provide a service to a member of the Springboard Group or to you in connection with any actual or prospective transfer, charge, assignment or other disposal of any interests, rights and/or obligations under this agreement and/or any related collateral (whether as a result of the transfer of some or all of our business; a change of ownership or otherwise; or for the purpose of or in connection with any actual or proposed transfer, assignment, securitisation, sub-mortgage, sub-charge, trust, arrangement or other disposal of any interests, rights and/or obligations in connection with this agreement and/or any related collateral) such a "transfer" and the recipient or beneficiary thereof a "transferee"). In such circumstances we will disclose to the proposed transferee and every person proposing to participate in or promote or underwrite or manage any such transfer or securitisation scheme and to disclose in every person to whom any member of the Springboard Group is obliged thereunder to make disclosure. We will disclose details of the agreement including, without prejudice to the generality of the foregoing any information and documentation in Springboard's possession in relation to you, the loan and our mortgage security over the Property and so far as such information constitutes personal data within the meaning of the Data Protection Act, 1988 and the Data Protection (Amendment) Act 2003, this authority shall be consent for the purposes of said Acts.

In order to provide the services you have requested or may request from time to time, it may be necessary for your information to be transferred to someone who provides a service to us in other countries including areas outside the European Economic Area. If we do this we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it. From time to time, we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to that change within 60 days, you will be deemed to have consented to that change. You have the right at any time to request a copy of any information we hold about you. If you would like a copy or wish to update your information, please contact us at 100 Lower Mount Street, Dublin 2. Evidence of identity and a small fee may be payable. If your contact details change, you must notify us in writing so that we can update our records. If you provide inaccurate information or incomplete information to us, this may prejudice the smooth administration of your accounts and could result in account applications being rejected or subject to additional conditions.

#### Credit reference and fraud prevention agencies

A link between you and anyone with whom you have a joint account or similar financial association will be recorded at credit reference agencies, creating a "financial association". All parties' information will be taken into account in future applications until one of the parties successfully files a "notice of disassociation" at the credit reference agencies.

We may make periodic searches of and provide information (including how you manage your accounts) with us and any access to credit reference agencies (such as the Irish Credit Bureau, fraud prevention agencies and/or any member of the Springboard Group) to manage and take decisions about your accounts. Such information may be used by other credit providers to make decisions about you and your financial associates.

We will provide the names and addresses of the agencies used on request and you can contact them directly to obtain a copy of your information held by them.

#### Securitisation

Securitisation is the transfer of mortgages to investors as a means of releasing capital to fund future mortgage lending. Springboard Mortgages Limited will at times securitise its mortgage portfolio for this purpose. As a customer of Springboard Mortgages Limited, you should not be aware of any effect from securitisation as Springboard Mortgages Limited should continue to deal with all matters relating to your mortgage, including all interest rate setting and arrears handling.

#### Fees and Charges

Please find below the list of fees and charges that Springboard Mortgages Limited may charge during the course of your mortgage. Should you have any queries with regard to any of these fees and charges, please contact us on 08 00 220242.

• Completion fee*	0.50%	• Unpaid instalment	€12
• Arrears fee**	€75	• Remainder letter on outstanding instalment	€10
• Same day draw down by credit transfer	€20	• Unauthorised tenancy monthly charge – 1st month***	€80
• Giro payment book issued	€25	• Consent to letting subsequent to completion	€80
• Direct debit alterations (after drawdown)	€10	• Mortgage deed sealing fee	€38
• Mortgage term alterations (after drawdown)	€50	• Solicitor, auditor, accountant letter	€13
• Statements on request (excluding annual statement)	€6	• Document retrieval for closed agreement	€6
• Copies of documents (per document)	€6	• Releasing title documents	€38

\* The completion fee of 0.5% (up to a maximum of €1,000) is applicable to all mortgages on completion. Prior to completion you must elect either (a) to have this fee deducted from the total advance of the mortgage or (b) to pay the amount separately to Springboard Mortgages Limited by bank draft prior to completion. A completion fee deducted from the total advance means that the fee will attract interest at the prevailing rate over the full term of the loan.

\*\* An arrears fee of €75 is payable for every month or part of a month, between the due date and the actual date the repayment is made.

\*\*\* Borrowers who, subsequent to loan issue, decide to let their property are required to seek consent from Springboard Mortgages because of the different credit risk attaching to investment property. Where borrowers do not seek consent this unauthorised tenancy charge will be levied.

In respect of those post-draw down fees and charges that arise where customers request Springboard Mortgages to provide a service, customers must elect when requesting that service to pay the fee up-front or have it added to the loan account. Fees added to a loan account will attract interest at the prevailing rate over the full term of the loan.

#### Keeping you informed

Your information may also be used by us and other members of the Springboard Group to advise you of other products or services which may be of interest to you. If you do not wish to receive such information, please tick the box: First Applicant  Second Applicant

#### Disclosure of material information

I/We declare that I/we have never been convicted, or have a prosecution pending, for any criminal offence (other than motoring offences)

First Applicant: Yes  No  Second Applicant: Yes  No

If you answer 'Yes', please provide details below. If necessary, please attach further information separately.

Details:

#### Self Certification Declaration (to be completed if Self Certifying Income)

When under this application, you are considered self employed (i.e. >25% shareholding) and your total gross individual personal income €60,000 per annum or less, we require your confirmation that this income is as set out below and is sufficient to service the mortgage provided for. NB. Please ensure that the self-employed section of your mortgage application form is fully completed.

I/We confirm that my/our total personal gross income is as set out below and is as stated and is sufficient to meet the repayments on this mortgage. I/We confirm that I/we are trading for more than 12 months.

First Applicant Income: €  Second Applicant Income: €   
 Nature of Business:  Nature of Business:   
 First Applicant Consent:  Date: / / Second Applicant Consent:  Date: / /

#### Signature and Declaration

I/We declare that I am/we are aged 18 years or over. I/We hereby make application for an advance with Springboard Mortgages upon mortgage of the property described above. I/We declare that the foregoing statements and particulars and any other supporting documents or information we have given to Springboard Mortgages to be strictly true, to the best of my/our knowledge and belief. I/We acknowledge that, in order to process this loan application, Springboard Mortgages its servants and agents will hold and process information in connection with this application together with such information supplied to or obtained by Springboard Mortgages separately and will hold, process and transfer same in accordance with the Data Protection Policy. I/We have read the Data Protection Policy and consent to my/our information being processed, disclosed and transferred in this way. I/We consent to Springboard Mortgages contacting the relevant persons, including my/our employer(s) to confirm any details provided in support of this mortgage application. I/We have read the section headed "Securitisation" and consent to the securitisation of my/our mortgage in this way. I/We authorise Springboard Mortgages to process and retain data provided by me/us in respect of this application, to seek and provide credit references (searched, to record details of any transaction which may result from this application with Irish Credit Bureau Limited (ICB) and ICB to record, retain and disclose to its members details of such searches for a period of one year. I/We acknowledge that Springboard Mortgages and/or ICB are permitted to disclose any material misstatement of fact contained in the application for financial accommodation to its members and relevant bodies. Furthermore, I/We consent to allow Springboard Mortgages to disclose details of my/our ICB report with my/our authorised mortgage broker and I's employees, servants and agents. I/We consent to any such application being processed, recorded and retained by ICB. I/We have read the section headed "Valuation". I/We understand that I/we should not rely on the valuation report in any way in deciding whether or not to purchase the property. I/We understand that it, contrary to the Springboard Mortgage recommendation. I/We do not request or obtain an independent structural survey for my/our own purposes. I/We run the risk the property may suffer from serious defects which are not mentioned in the Valuation Report and that the report may be defective, or may be inadequate for my/our purposes. I/We further understand that should Springboard Mortgages grant a loan this does not signify an assurance or guarantee that the property is securely constructed and free from defects. In the event that I/We wish to change any of the details herein the changes will be recorded on the loan approval without the necessity of signing a further application form.

First Applicant Consent:  Date: / / Second Applicant Consent:  Date: / /

#### Consent under the Consumer Credit Act 1995

If you want us to be able to contact you at your place of employment/business, please sign below.

I/We hereby consent to Springboard Mortgages Limited and its authorised agents writing and contacting me/us at my/our place of employment/business or at any other place at any time for the purposes of this agreement.

First Applicant Consent:  Date: / / Second Applicant Consent:  Date: / /

#### HOUSING LOANS UNDER CONSUMER CREDIT ACT 1995 AND CONSUMER PROTECTION CODE 2006

Please note carefully the following information relating to Housing Loans within the meaning of the Consumer Credit Act 1995 and the Consumer Protection Code 2006.

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

**FOR VARIABLE RATE LOANS ONLY: THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY THE LENDER FROM TIME TO TIME**

- The interest rate applicable to Variable Rate Loans will directly track the movements of the European Central Bank Refinancing Rate ("the ECB Rate").
- The ECB Rate may be increased or decreased from time to time by the European Central Bank (ECB). Springboard will apply all increases and decreases within one month from the date announced by the ECB as the effective date.
- If we cannot use the ECB Rate for this Loan, we will use another reference rate or calculation that is fair and reasonable.

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

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

A redemption fee is payable calculated in accordance with the following formula: (Mortgage balance X Break Funding Cost X Unexpired Fixed Rate Term in days/360). Where:  
 Mortgage balance is the balance repaid and/or the balance of the Mortgage at the date of conversion to another interest rate.

Break funding cost is the difference between the following annualised interest rates:

(a) The fixed interest rate pertaining to the Mortgage at the date of repayment or conversion and (b) The new business fixed interest rate applicable either when the balance is repaid or the Loan is converted.  
 Unexpired fixed rate term is the period remaining in days to the end of the broken fixed interest rate period from the date the balance is repaid or the Loan is converted.

**FOR INTEREST ONLY LOANS ONLY:**

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

**FOR DEBT CONSOLIDATION MORTGAGES ONLY:**

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

#### THIRD PARTY CHARGES

You will be responsible for the payment of the following Third Party Charges:

Valuation: A valuation report fee of € 80.00 which excludes valuer's travel expenses, which are payable at the following rates: 1 - 10 miles: €6.00, 21 - 25 miles: €6.00 and first valuations of €65.00 which includes travel expenses. In the event that we decline your application the valuer's fee will be refunded. Legal Services: Solicitor's fees which include the professional fee as advised by the solicitor plus solicitor's outlay plus V.A.T. Mortgage Broker/Intermediary: Fees payable as a result of services provided by the mortgage broker/intermediary in relation to the Loan. Stamp Duty: Duty payable to the Revenue Commissioners. Insurance: Mortgage protection, property insurance and payment protection premia. There may be other categories of third party charges applicable.

#### ARREARS

Interest will be applied to the outstanding balance of the loan. This balance includes any amount of unpaid interest and charges, which will accrue interest and be capitalised to the account. In addition, an arrears fee of €15 is payable for every month or part of a month, between the due date and the actual date the repayment is made and will be charged and applied to the Loan.