

Declaration and Consent – Unregulated Owner Occupied



Please read the following carefully before you sign.

Please note that references in this declaration to the Bank shall mean Kuwait Finance House PLC and shall include its agents and its successors in the title and assigns whether legal or equitable or whether by absolute assignment or by way of security only) and references to the property shall mean the property referred to in section 6 of this application form.

I /We declare, agree and undertake that:

1. I am/We are 18 years of age or over.
2. The information given in this application form is true to the best of my/our knowledge, information and belief and may be relied upon by the Bank and any person in whom the benefit of any financial assistance to me/us and any related security is from time to time vested.
3. I/We will notify the Bank immediately of any material change in my/our circumstances.
4. I/We have not received advice from the Bank when selecting the finance for which I/we are applying and I/we accept full responsibility for being satisfied that it meets my/our current and future needs.
5. The provisions of this Declaration will continue to apply after completion of the unregulated home purchase plan contract.
6. I/We authorise the Bank and /or any insurance company intending to provide insurance in respect of the property to make such enquiries as they consider necessary to verify the information in this application form whether of credit reference agencies or my/our employer(s) or elsewhere and I/we acknowledge that credit reference agencies will keep a record of the request whether or not an offer is made by the Bank.
7. I/We understand that my/our introducer may receive a payment for introducing this application to the Bank.
8. I/We will not let the property or permit or allow any person other than those approved by the Bank to occupy the property or any part of it without first obtaining the Bank's consent in writing.
9. I/We understand the valuation fee for the bank's standard valuation report is not refundable. The acceptance of this fee does not in any way oblige the Bank to enter into a unregulated home purchase plan contract.
10. I/We understand that the Bank's standard valuation report is obtained solely for the benefit of the Bank and confers no rights on me/us whether against the Bank or any other person.
11. I/We understand that whilst the Bank will provide me/us with a copy of its standard valuation report the Bank is not the agent of the surveyor or firm of surveyors providing the valuation report and neither the Bank nor such surveyor or firm of surveyors give any warranty, representation or assurance that the statements, conclusions and opinions expressed or implied in the valuation report are accurate, valid or complete or that the property is free from defects or worth at least the proposed purchase price of the property or that the purchase price of the property is reasonable.
12. I/We understand that I/We must for my/our own protection obtain independent advice from a surveyor or other professional person as to the condition and value of the property.
13. I/We acknowledge that the Bank may in due course raise finance against my/our regulated home purchase plan contract and may:
 - (a) transfer, assign or otherwise deal with any interest it may have in the security; and
 - (b) pass any information or documents held by or provided to it to any actual or proposed transferee or to any party with whom the Bank is considering entering into a contract with, subject to the recipient keeping such information confidential in the same way that the Bank would.
14. On request by the Bank I/we will instruct my/our solicitor or licensed conveyancer to release to the Bank and the Bank is authorised to release to my/our solicitor or licensed conveyancer, any information relating to this application and I/we will not claim solicitor/client confidentiality or legal privilege.
15. I/we confirm that my/our Financial Adviser is stated in the application.

16. I/We understand that my/our application may be refused if the Bank obtains information later that disagrees with what I have already stated.
17. I/We understand that you may decline this application without being required to state a reason.
18. I/We understand that we must not allow any additional charges to be registered on the property even if they rank second to the Bank's existing first legal charge and we are aware that the Bank will not consent to second charges on the property under any circumstances.
19. I/We confirm that I/we have read the declarations and consents and that we should ask the Bank to explain anything I/we do not understand.

Applicant (Company Name):
Signature for and on behalf of "The Company":
Date:

Applicant (Company Name):
Signature for and on behalf of "The Company":
Date:

Guarantor 1
Name:
Signature:
Date:

Guarantor 2
Name:
Signature:
Date:

Guarantor 3
Name:
Signature:
Date:

Guarantor 4
Name:
Signature:
Date: