

declarations, authorisations & consents

1st applicant



Block capitals

2nd applicant

Block capitals

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. Data Protection – Use of Information

This Notice explains what "Haven" and the "EBS Group" will do with your information so that you can decide whether or not to provide that information to us. In this Notice "Haven" refers to Haven Mortgages Limited, "EBS Group" refers to EBS Limited, its subsidiaries, affiliates and their respective parent and subsidiary companies and "AIB Group" refers to Allied Irish Banks, p.l.c. ("AIB"), its subsidiaries, affiliates and their respective parent and subsidiary companies. Haven is an indirect wholly-owned subsidiary of AIB and a member of the AIB Group.

The personal information requested from you is required to enable Haven to effectively provide or administer a product or service to you. Failure to supply Haven with sufficient information may result in Haven not being able to provide or meet your product/service needs.

The information that you provide may be held by Haven on a computer database and/or in any other way. We may use this information:

- To administer the products and services that we supply to you and any future agreements that we may have with you and, to manage and develop Haven's relationship with you.
- For direct marketing purposes, where you have given your permission to do so, to advise you of products or services. If you wish to change your preferences at any time, please write to Haven.
- To carry out searches (including verifying your identity and/or a credit search) and disclose information to credit reference agencies for the purpose of assessing applications for credit and credit related services and for ongoing credit review. Credit reference agencies will record details of each type of search Haven makes whether or not your application proceeds. We may use credit scoring techniques and other automated decision making systems to either partially or fully assess loan applications.

- To provide details of your financial indebtedness owing to Haven and how you conduct your agreement(s)/account(s), to credit reference agencies on a regular basis.
- To review your financial position across both the EBS Group and the AIB Group, including debit and credit balances and security for advances.
- To provide your personal details to debt collection agencies and/or third party processors and contractors, who act on behalf of Haven and/or the EBS Group, if it is necessary for the performance of a contract and/or to protect the legitimate interests of Haven and/or the EBS Group.
- To prevent and detect fraud or other criminal activity and to trace those responsible. If you give us false or misleading information and we suspect fraud or other criminal activity, we will record this and may report the incident to the relevant regulatory authorities.
- To carry out statistical analysis and market research or to instruct a third party to perform this on our behalf.

We may record telephone conversations to offer you additional security, resolve complaints and improve our service standards. Conversations may also be monitored for staff training purposes.

Our websites use "cookie" technology. A cookie is a little piece of text stored by your browser on your computer, at the request of our server. We may use cookies to deliver content specific to your interests and to save your personal preferences so you do not have to re-enter them each time you visit our websites. In some circumstances, Haven may use the data collected to contact you in relation to a product or service that may be of interest to you. You must disable your cookies if you do not want Haven to access or store cookies on your computer. For more information on Haven's security policy, please visit www.havenmortgages.ie.

Under the Data Protection Acts you have the right of access to personal information we hold about you on our records on payment of a nominal fee (currently €6.35). You can exercise this right by writing to the Data Protection Unit, Haven Mortgages Limited, Burlington Road, Dublin 4. If any of your personal information held by us is inaccurate or incorrect, please let us know and we will correct it. There is no fee for such corrections.

If you decide to proceed with this product/service or have any other communication with Haven through or in relation to its products and services, you consent to the use by Haven of your personal data as indicated above.

3. Credit checks

I/We acknowledge that a necessary condition of our application is that a satisfactory credit check be conducted by Haven or any parent, subsidiary or associated company of the AIB Group with a credit bureau or credit reference agency (hereafter called 'Credit Agencies'). I/We hereby authorise Haven to seek and provide credit reference (searches) relating to me/us, to record details of any transaction or arrears which may result from this application with any such bureau or agency and to record, retain and disclose to them details of such searches for a period of one year. I/We accept that such data will be administered by them in accordance with their rules. I/We acknowledge that Haven and/or any such bureau or agency are permitted to disclose any material mis-statement of fact contained in this financial statement to their members and relevant bodies. I/We consent to any such application being processed, recorded and retained by Haven and the relevant bureau or agency in this manner.

In the case of a Transfer, I/we also authorise Haven to disclose my/our personal data and any information held by Haven in relation to my/our 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 whom Haven or the Transferee is contractually obliged to make such a disclosure, and I/we also authorise the further processing of all such personal data and information for the purpose of administering the loan by Haven, the Transferee or any such third party.

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.

5. Direct marketing

If you DO NOT wish to receive information about Haven products and services through the post or by telephone please tick this box

If you DO wish to receive information about Haven products and services by email or text please tick the relevant box(es) email text

Please note that in the case of joint applications, information will only be sent to the address/phone number/email address provided by the first applicant.

6. Fees and charges

Valuation Fee

In certain circumstances an independent valuation report may be necessary depending on the date and valuation on the original report on the property. If required a fee (valuation fee €150, Re-Valuation fee €65.00, Final Valuation fee €65) plus travel expenses will apply. The fee will be refunded if your loan application is unsuccessful. Haven will forward a copy of the independent valuation report to you for your records.

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. 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 Haven have issued the loan cheque, Haven will apply the fixed rate available at the time of cheque issue. 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 issuing their loan cheque.

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 redemption 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 Redemption Charge: $(\text{Amount}) \times (\text{the original cost of funds minus the cost of funds rate for the fixed rate period remaining}) \times (\text{remaining term in days})$. The result is then divided by 365 to give the breakage fee.

Definition of Terms

Amount - the amount being repaid early or the amount being converted to a variable or another fixed rate term.

Original cost of funds - the interest rate of the cost of funds for Haven at the time the fixed rate period commenced.

Cost of funds for the fixed period remaining - the interest rate of the cost of funds for a fixed rate with a maturity date nearest the end of the fixed rate period. The cost of funds used will be as of 5pm the day previous to the request to calculate the early redemption charge.

Remaining term in days – remaining number of days left before the fixed rate is due to expire.

Please note: A worked example of the calculations of an early redemption charge specific to your loan will be detailed on your Loan Offer.

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).

7. Client signature/authorisation/declaration/consents

By signing below I/we give and make the agreements, declarations, acknowledgements and authorisations in sections 1-7 (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 you may obtain relevant information from existing or previous lenders as required in considering this loan application.
- 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.

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 financial statement 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.

1st Applicant Signature

Date

2nd Applicant Signature

Date

8. Consent under Consumer Credit Act 1995

I/We consent to Haven contacting me/us at my/our place(s) of employment.

1st Applicant Signature

Date

2nd Applicant Signature

Date

9. Mortgage intermediary authorisation to act on behalf of client

Please Note: Where you have asked a mortgage intermediary for advice and a recommendation about a suitable mortgage product, the mortgage 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 mortgage intermediary informed of any material changes to your circumstances during the application process in order that the mortgage intermediary may provide you with a revised letter of suitability, where necessary.

I/We authorise the appointed mortgage 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.
Please note: Information provided to Haven by the appointed mortgage intermediary in this regard will be accepted as true and accurate.
- to obtain any relevant data or information on my/our behalf required for this application.
- to process and disclose to Haven or any Transferee any data or information relevant to the Haven loan on my/our behalf throughout the life of this loan or as required for this application.
- to act on my/our behalf throughout the life of this loan unless I/we specify otherwise.

1st Applicant Signature

Date

2nd Applicant Signature

Date

10. Mortgage intermediary declarations

Mortgage intermediary use only

1st Applicant Block capitals

2nd Applicant Block capitals

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

I declare that all documentation submitted to Haven Mortgages Limited evidencing applicants(s) identity and ability to repay the level of finance requested are copies of the original documents which I confirm I have sighted.

I declare that I have provided the applicants(s) with a copy of Haven Mortgage Limited mortgage brochure including Fees and charges.

Signature

Block capitals

Company Name

Date

11. Mortgage Network/Packager

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

I confirm that the above Mortgage Intermediary (section 10) holds a valid appointment with (_____ / _____) (packager/network name) who is an authorised intermediary of Haven Mortgages Limited.

I also confirm that the introducing intermediary (section 10) is currently authorised by the Central Bank of Ireland to act as a mortgage intermediary.

Signature

Block capitals

Company Name

Date