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## DECLARATIONS, AUTHORISATIONS AND CONSENTS

### WARNING

Your home is at risk if you do not keep up payments on a mortgage or any other loan secured on it. The payment rates on this housing loan may be adjusted by EBS Building Society ("EBS") from time to time (does not apply while the loan is at a fixed rate). Endowment Loans - 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. Early surrender of the insurance policy in respect of your endowment loan may result in a return to you which would be less than you have paid in premia and other charges.

### 1. GENERAL

I/We hereby apply for an EBS Loan secured by first legal mortgage on the property described in the application form above.

I/We agree

- That the loan will be subject to the rates and tables of EBS.
- 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 vetting this loan application.
- That no responsibility is implied or accepted by EBS or its valuer for either the value or condition of the property by reason of inspecting or reporting on a property. (It is in your interests to arrange for an independent valuation and structural survey before signing contracts to buy the property).
- That EBS reserves the right to restrict, amend, reduce or withdraw any loan offer made.
- That EBS may contact me/us at my/our place of employment.

I/We hereby declare:

- That I am/we are over 18 years of age
- That all statements made and particulars given to you in connection with this application are strictly true to the best of my/our knowledge and belief; and
- That I/we will inform you of any changes in my/our situation which might affect this application.

### 2. CONSENT UNDER CONSUMER CREDIT ACT 1995

I/We agree that you may contact my/our employers/or auditors (in the case of self employed) in connection with the income figures submitted.

1st Applicant	<input type="text"/>	Date	<input type="text"/>
2nd Applicant	<input type="text"/>	Date	<input type="text"/>

### 3. CONSENT UNDER THE DATA PROTECTION ACT

I/We authorise EBS to process and retain data provided by me/us in respect of this application, and seek and provide credit references (Searches), to record details of any transaction or arrears which may result from this application with the Irish Credit Bureau Limited (ICB) and to record, retain and disclose to its members details of such searches for a period of one year.

I/We acknowledge that EBS and/or ICB are permitted to disclose any material mis-statement of fact contained in the application for financial accommodation to its members and relevant bodies. I/We consent to any such application being processed, recorded and retained by ICB.

I/We hereby acknowledge that the information provided in this application form will be held on the EBS computerised database which may be accessed by EBS or other companies within the EBS Group and I/we consent to the disclosure and sharing by EBS of any information and personal data in relation to my/our loan by EBS with any broker or intermediary who introduced me/us to EBS or by EBS with any of EBS' service providers or other companies within the EBS Group.

### 4. SECURITISATION

I/We hereby confirm that I/we have received and read the leaflet on mortgage securitisation (copy attached) and understand that the mortgage and all associated rights and interests (including the loan and any other debt secured thereby and the interest in the related collateral security, insurances and assurances) may be freely transferable by EBS on such terms as EBS may think fit as part of a loan transfer or mortgage securitisation scheme.

I/We hereby confirm that EBS may at any time transfer, charge or otherwise dispose of or declare a trust over my/our mortgage and all associated collateral, rights and interest (and all related security or guarantees including any insurance policies, on such terms as EBS may think fit (the "Transfer"), without any notice to me/us and I/we hereby consent (without the requirement of a further consent or notice) to such Transfer whereupon all EBS' powers and discretions shall be exercisable by or on behalf of the 'Transferee' or beneficiaries of the Transfer (the 'Transferee').

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## DECLARATIONS, AUTHORISATIONS AND CONSENTS

### 5. CREDIT CHECKS

EBS is a member of the Irish Credit Bureau ("ICB"). I/We acknowledge that a necessary pre-condition to acceptance of my/our application is that a satisfactory credit check be conducted by EBS with the ICB and/or any other credit bureau or credit reference agency or any parent, subsidiary or associated company of EBS (hereafter called "Credit Agencies"). If you do not accept this pre-condition, please do not submit this application. I/We hereby authorise EBS to seek and provide credit references (searches) relating to me/us, to record details of any transaction or arrears which may result from this application with the Credit Agencies and to record, retain and disclose to ICB and its members details of such searches for a period of one year. I/We accept that such data will be administered by the ICB in accordance with ICB's rules. I/We acknowledge that EBS and/or the ICB are permitted to disclose any material mis-statement of fact contained in this application to its members and relevant bodies. I/We consent to any such application being processed, recorded and retained by EBS and ICB in this manner. In the case of a 'Transfer', I/We also authorise EBS to disclose my/our personal data and any information held by EBS in relation to me/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 to whom EBS, the Transferee is contractually obliged to make such a disclosure and further processing of all such personal data and information for the purpose of administering the loan by EBS, the Transferee or any third party.

### 6. DIRECT MARKETING

From time to time we write to our customers about other products and services available from EBS. On occasion, we may also wish to write to you with details of products or services which we have arranged in association with other companies. We never release information about our customers to other companies with whom such offers are arranged.

If you would prefer not to receive any such direct marketing information from us, tick here NO

### 7. CLIENT SIGNATURE / AUTHORISATION

By signing below I/we agree, acknowledge, give and make the agreements, declarations, acknowledgments and authorisations in sections 1-7 (inclusive above).

1st Applicant		Date	
2nd Applicant		Date	

### 8. BROKER AUTHORISATION TO ACT ON BEHALF OF CLIENT

By signing below I/we authorise appointed Broker in each of the following respects:

- to act on my/our behalf in relation to this application with EBS;
- to obtain any relevant data or information on my/our behalf required for this application;
- to process and disclose to EBS or the Transferee any data or information relevant to the EBS Loan on my/our behalf throughout the life of this loan or as required for this application: and
- to act on my/our behalf throughout the life of this loan unless I/we specify otherwise.

1st Applicant		Date	
2nd Applicant		Date	

### 9. BROKER DECLARATIONS (intermediary use only)

	1st Applicant	2nd Applicant
Customer I.D. Verification		
Photo I.D. (Passport/driving licence)		
Document No.		

Address Verification (Bank Statements, telephone bills etc)

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

Name of Broker/Company			
Broker Signature		Date	

## DECLARATIONS, AUTHORISATIONS AND CONSENTS

### 10. SECURITISATION

#### What is Securitisation?

From time to time EBS Building Society may securitise a portion of its residential mortgage book. Securitisation is a process whereby EBS groups together a number of mortgage loans and raises long term finance by transferring, charging or otherwise disposing of the benefit of or transferring the credit risk attached to those loans and all related collateral, rights and security (including any insurance policies) to a special purpose company (SPC), which was established to enable the securitisation, which funds itself by issuing securities or otherwise borrowing from investors.

#### Why does EBS want to securitise mortgages?

It is possible to obtain long term funding through the issue of mortgage backed securities. The advantage of this form of funding is that the maturity of the funding is matched with the mortgage maturity. In releasing funds tied up in existing mortgages, the securitisation process also improves EBS' efficiency in funding mortgages and allows it to continue to offer existing and future customers better value.

#### Who will manage my mortgage?

If a loan is securitised, subject to EBS adhering to the terms and conditions of the securitisation scheme, EBS continues to administer the loans, including the setting of interest rates and the collection of arrears, on the same basis for all EBS residential loans, whether they are securitised or not.

#### Will this affect me if I wish to borrow additional funds?

No. Securitisation has no impact on customers' future borrowing requirements.

#### Will I have any direct contact with the investors in the mortgage backed securities?

No. Subject to EBS adhering to the terms and conditions of the securitisation scheme, EBS will continue to manage all of your requirements. There will be no need for the investors to contact you directly.