

Avant Money

Broker Application Declaration, Authorisation and Consent Form

Intermediary Information	
Intermediary Name:	
Contact Name:	
Intermediary Address:	
Phone Number:	
Email:	

Avantcard DAC, trading as Avant Money, is regulated by the Central Bank of Ireland

Avantcard DAC is a designated activity company incorporated in Ireland under number 541980 and having its registered office at Dublin Road, Carrick-on-Shannon, Co Leitrim

Directors: M. Dancausa (Spain), A. Saez (Spain), J. Zapatero (Spain), L. Shepard (USA), C. Paul (Managing) (UK), F. McTiernan, A. Cassells

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When applying for an Avant Money mortgage, this form should be completed in conjunction with the Broker's Mortgage application form. The information provided in this document will be used by Avant Money in conjunction with the information provided in the Broker application form when assessing your application for a mortgage. Further information on mortgage applications is available at www.avantmoney.ie/mortgages

Please note: if you do not complete this document in full, we will not be able to assess your application.

Section 1. Personal details

First Applicant	Second Applicant
First Name	First Name
Surname	Surname
Maiden Name	Maiden Name
PPS Number	PPS Number
Male <input type="checkbox"/> Female <input type="checkbox"/>	Male <input type="checkbox"/> Female <input type="checkbox"/>
Address	Address
Eircode	Eircode
Date of Birth __/__/----	Date of Birth __/__/----
Mobile Number	Mobile Number
Email Address	Email Address
Country of Birth	Country of Birth
Country of Residence	Country of Residence
Are you aware of any known future changes to your circumstances which may affect your ability to repay the proposed mortgage? Yes <input type="checkbox"/> No <input type="checkbox"/>	Are you aware of any known future changes to your circumstances which may affect your ability to repay the proposed mortgage? Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please provide details	If yes, please provide details

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Declarations, Authorisations and Consents

1. I/We declare that the information given on this form, the Broker mortgage application form and any supporting documentation submitted to Avant Money is true and accurate to the best of my/our knowledge and belief and that all relevant facts have been disclosed.
2. I/We declare that there are no existing loans or advances in my/our names with any lenders other than declared in this form and in the accompanying Broker Mortgage application form.
3. I/We declare that I/we have no convictions or pending prosecutions relating to acts of dishonesty, such as theft or fraud.
4. I/We authorise Avant Money to make any enquiries necessary to confirm the information given in this form and for credit assessment. Where done in the interests of fraud prevention, to make such enquiries as necessary in relation to my/our mortgage application and to disclose information provided by me/us on this application.
5. I/We agree that Avant Money may transfer the benefit of this mortgage to any other third party for the purposes of securitisation or any other reason Avant Money may deem relevant and to the disclosure of my/our name, address and other information relevant to the loan. This information will only be disclosed to a lender on the understanding that it intends to participate in funding the mortgage and that the information will be kept confidential.
6. I/We declare and agree that I am/We are over 18 years of age and over.
7. I/We declare and agree that I/We authorise any enquiries of my/our employer(s) or auditor/accountant or lenders or any other parties.
8. I/We declare and agree that the rate of interest will be that which Avant Money is charging on the date on which the loan is drawn down and subsequently the rate and repayment may vary within the terms of the Mortgage Loan Offer.
9. I/We declare and agree that I/We will not let the property or use it for any other business purposes without receiving Avant Money's consent in writing.
10. I/We declare and agree that no responsibility can be accepted by Avant Money for the condition of the property.
11. I/We declare and agree that I/We acknowledge that by this loan application form, I/We have been informed that any insurance which Avant Money requires to be effected or maintained on the property may be effected or maintained by me/us with any insurer and with any agency or any intermediary subject to the Avant Money's requirements.
12. I/We declare, agree and understand that I/We should not rely on the Avant Money's valuation report in any way in deciding whether or not to purchase the property and that the Avant Money's valuation shall not be construed as reasonableness of purchase price for value. I/We further understand that should the Avant Money grant a loan this shall not signify an assurance or guarantee that the property is soundly constructed and free of defects.
13. I/We declare and agree that where applicable I/We have read Avant Money's detailed mortgage related fees information sheet which I/We understand constitutes part of my/our mortgage application.
14. I/We declare and agree that I/We acknowledge and authorise Avant Money to release personal data relating to me/us, and information relating to all transactions between Avant Money or any affiliated company in the Bankinter S.A group, including credit references to any person or body including any credit information agency and whether for the purpose of a loan transfer and securitisation scheme or otherwise.

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15. I/We declare and agree that in the event mortgage approval is granted by Avant Money, Avant Money reserve the right to restrict, vary or withdraw the approval and/or offer at any time prior to drawdown, subject to applicable law.
16. I/We have read and acknowledged the notices which are set out within this form/mortgage application form.
17. I/We will inform Avant Money of any change in my/our circumstances which may affect the application or approval.
18. I/We authorise Avant Money to send my/our solicitor, copies of any letter issued by Avant Money to me/us on foot of this application and any other information in Avant Money's possession relevant to this application.
19. I/We authorise Avant Money to disclose details of this application and my/our mortgage account if approved, to the mortgage broker named on this application form on an ongoing basis.
20. By signing this form, I/we acknowledge that where I/we apply for or avail of a credit facility, Avant Money and its contracted agents will: (a) carry out credit review processes in line with Avant Money's privacy notice and will obtain details of my/our credit history from the Central Credit Register or any relevant credit register; (b) I understand that multiple credit reviews will be conducted where greater than 3 months has lapsed since first applying or availing of a credit facility and a credit review being conducted.
21. I/We declare that I/We have read Avant Money's Privacy Notice.
22. I/We declare that I/We have read Avant Money's Terms of Business.

First Applicant Sign Here <input checked="" type="checkbox"/>	Second Applicant Sign Here <input checked="" type="checkbox"/>
Date	Date

Consent under the Consumer Credit Act 1995

Under the Consumer Credit Act 1995 a customer's consent is required if the customer wishes Avant Money to be able to telephone him/her at his/her place of employment/business in connection with a Credit Agreement. From time to time Avant Money may need to contact you during working hours in connection with the account. Should you wish to give your consent you should sign this part. I/we hereby consent to Avant Money contacting me/us by telephone at my/our place of employment/business.

Please note, if at any time you wish to amend your consent, you may contact us by writing to us at Avantcard DAC trading Avantmoney, PO Box 13192 Maynooth, Co. Kildare.

First Applicant Sign Here <input checked="" type="checkbox"/>	Second Applicant Sign Here <input checked="" type="checkbox"/>
Date	Date

Customer Consent - Special Category Data

I have provided specific health-related information in the form above which I feel is relevant to the application for this product.

I understand that Avant Money will only use this information in the decision process for my mortgage. I understand that Avant Money will retain this information as part of the record of this decision as Avant Money is obliged to do under the Consumer Protection Code.

I hereby consent to Avant Money using my personal health information in the decision process, where in support of this application I/we may have provided information, which comes under the definition of special categories of personal data (information regarding Race, Ethnic Origin, Political Opinion, Religious or Philosophical beliefs, Trade Union Membership, Biometric or Genetic Data, Health, Sex Life or Sexual Orientation) and/or information relating to criminal convictions/offences, I/we consent to its storage and use in relation to this application. I/we understand that the information will only be used for this purpose. I understand that I may withdraw my consent to Avant Money processing this data by emailing DPO@avantcard.ie.

Please note, this is only applicable where health-related personal data is disclosed.

First Applicant Sign Here <input checked="" type="checkbox"/>	Second Applicant Sign Here <input checked="" type="checkbox"/>
Date	Date

Avant Money Marketing Preferences

From time to time Avant Money would like to be able to contact you in relation to products, services and offers available from Avant Money and that we think may be of interest to you.

To opt into receiving marketing calls to your mobile please tick the box:

First Applicant	<input type="checkbox"/>	Second Applicant	<input type="checkbox"/>
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To opt out of receiving marketing via the below methods, please tick the applicable box(es):

Method	First Applicant	Second Applicant
Emails and SMS	<input type="checkbox"/>	<input type="checkbox"/>
Calls to your landline	<input type="checkbox"/>	<input type="checkbox"/>
Direct Mail	<input type="checkbox"/>	<input type="checkbox"/>

Update your marketing preferences by emailing: marketing.preferences@avantcard.ie

Credit Checking and Reporting

Under the Central Bank's Consumer Protection Code, we are not permitted to offer you a credit product that you cannot afford. Therefore, in advance, of granting you a credit product of any type, we will check your credit rating against the Central Credit Register and/or any relevant credit register. This information supports a full and accurate assessment of your ability to repay.

In addition, we are required by law to ensure that the Central Credit Register is kept up to date and we report personal and credit information to the Central Credit Register.

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Using your personal data

In providing personal banking services to you, we need to process personal data about you. This involves asking you for specific personal data, processing this personal data and storing it for a period of time.

A copy of the Avant Money Privacy Notice has been provided to you as part of this application. You can also find a copy of this on our website: www.avantmoney.ie/privacy-notice.

Please note: The original signed/dated Mortgage Application Form must be retained on the customer's lending file for a period of 6 years after the end of the customer relationship.

Fees and costs

You will need to pay legal fees to your own solicitor which you need to agree with him or her as part of your own arrangement. This does not include costs associated with the lender's legal investigation of Title for the purpose of the Mortgage. You may also need to pay a fee to your mortgage broker as part of your arrangement with him or her.

Avant Money requires that you arrange a valuation of the property (or properties) offered as security, carried out by a valuer acceptable to the lender. You will need to pay a set valuation fee direct to the valuer. You need to agree that fee with the valuer, no responsibility is implied or accepted, or warranty given by the lender for the value or condition of the property as outlined in the valuation. The valuation report will remain the property of the lender and you are entitled to your own copy of the report.

To protect your home, you should arrange appropriate insurances. Avant Money requires buildings insurance in all cases and strongly recommends contents insurance. If the property is your principal residence, life insurance is compulsory by law, with certain exceptions. You are free to shop around for these insurances.

- Home insurance (buildings) – covers the structure of your home
- Home insurance (contents) – covers the contents and your personal possessions
- Life assurance – covers the outstanding amount of your mortgage, in the event of death.

Please see Avant Money's Fees and Charges Booklet for details on applicable fees and charges.

Governing law and language

All our dealings with you, and all contracts between us, will be governed by the laws of Ireland and the courts of Ireland will have exclusive jurisdiction to resolve any disputes arising out of or in connection therewith. All information which we supply to you and all other communications with you (either pre or post formation of an agreement) will be in English.

General Information - WARNINGS:

All home loans are subject to satisfactory assessment of your status and financial standing and require security over the property and suitable savings/protection policies. If you do not provide us with the requested information and documentation, we will not be able to assess your application and credit cannot be granted.

In accordance with the provisions of the Consumer Credit Act 1995, the following is for your attention:

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

In accordance with the provision of the Consumer Protection Code (CPC) 2012 the following is for your attention:

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.

The following warning applies in the case of variable rate loans:

WARNING: THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY THE LENDER FROM TIME TO TIME.

Note: The above notice in respect of adjustments to repayment rates will not apply during any period when the loan is at a fixed rate.

The following warning applies in the case of fixed rate loans:

WARNING: YOU MAY HAVE TO PAY CHARGES IF YOU PAY OFF A FIXED RATE LOAN

The following warning applies in the case of tracker rate loans:

WARNING: IF YOU SWITCH TO AN ALTERNATIVE INTEREST RATE, YOU WILL NOT BE CONTRACTUALLY ENTITLED TO GO BACK ONTO A TRACKER INTEREST RATE IN THE FUTURE.

The Central Credit Register:

In accordance with the Credit Reporting Act 2013 lenders are required to provide personal and credit information for credit applications and credit agreements of €500 and above to the central credit register. This information will be held on the central credit register and may be used by other lenders when making decisions on your credit applications and credit agreements.

The Central Credit Register is owned and operated by the Central Bank of Ireland. For information on your rights and duties under the Credit Reporting Act 2013, please refer to the factsheet prepared by the Central Bank of Ireland. This factsheet is available at www.centralcreditregister.ie

WARNING: IF YOU DO NOT PROVIDE US WITH THE REQUESTED INFORMATION AND DOCUMENTATION, WE WILL NOT BE ABLE TO ASSESS YOUR APPLICATION AND CREDIT CANNOT BE GRANTED.

Arrears:

If you do not pay us a repayment instalment or other sum of money by the date you were due to pay it, we will continue to charge you interest on the amount that is outstanding, including the arrears, at the current rate of interest applied to your mortgage account.

We do not charge borrowers surcharge interest when they are both (a) in a Mortgage Arrears Resolution Process under the Central Bank's Code of Conduct on Mortgage Arrears; and (b) are cooperating with us.

Early Redemption Fees:

If, in the future, you are considering switching your mortgage and are on a fixed rate, please speak to our customer service team on 0818 274 089 as the following may apply to you.

There is no early redemption fee if you repay a mortgage loan early and it is on a tracker or variable rate of interest.

There is also no redemption fee, if you are on a fixed rate of interest and your early repayments annually (i.e. payment(s) over and above the scheduled monthly instalments in any 12-month period) do not exceed 1% of the total loan(s) drawdown.

However, if you are on a fixed rate of interest and:

- i. you make an early repayment (or a series of early repayments) in any 12-month period that exceeds 1% of the total loan(s) drawdown; or,
- ii. you and we agree in writing to change the fixed rate to a new fixed rate, a tracker or a variable rate; or,
- iii. you are obliged, for any reason, to repay all amounts which you owe (for example, where you fail to meet the terms of your mortgage and we demand you pay everything you owe to us), and we suffer a loss as a result of (i), (ii) or (iii) above then you must pay us compensation for that loss when we ask you to pay it.

Compensation shall be calculated in accordance with the following formula:

$$C = (A \times (F1 - F2) \times D) / 365$$

A = the amount repaid early (or the amount which is changed from the fixed rate to a new rate) averaged from the date of early repayment (or rate of change) to the end of the fixed rate period to allow for scheduled repayments (if there any) and interest charges.

F1 = the annual percentage interest rate, which was the cost to Avant Money of funding, at the time of origination, for an amount equal to A for the period starting at the date of early repayment to end of the fixed period.

F2 = the annual percentage interest rate which is the cost to Avant Money of funding an amount equal to A for the period equal to D at the time of the early repayment.

D= the number of days from the date of early repayment (or rate change) to the end of the fixed period.

If C is zero or a negative number, no amount is to be paid to Avant Money.

Here is a worked example: -

"A" = €100,000

"F1" = 5 %

"F2" = 3%



"D" = 730 days

$$\frac{100,000 \times (5\% - 3\%) \times 730}{365} = \frac{100,000 \times 2\% \times 730}{365} = \text{€}4,000$$

365

365

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