

SCOTTISH WIDOWS BANK

CONSENT TO LET

APPLICATION FORM

To allow us to consider your request please send us the fully completed consent to let application form.

IMPORTANT INFORMATION

If consent is granted you will be charged 0.5% of the total outstanding balance of the mortgage, including any further drawdowns, as at the 1st of the month in which consent to let is granted. If you wish you may pay this by cheque made payable to "Scottish Widows Bank plc". Any consent granted will be for a maximum of 12 months. Whilst your property is let you won't be able to re-negotiate your mortgage interest rate or borrow any additional funds. After 12 months the property must revert to your main residence or you must contact us to discuss the options available to you. The fee is non-refundable, even if the property is let for less than 12 months or the mortgage is redeemed in full.

Scottish Widows Bank reserves the right to refuse consent to let.

If you currently have an arrangement for Mortgage Payment Protection Insurance through the Bank, the cover will be cancelled.

Please contact us on **0345 845 0829** if you have any questions. Lines are open 8am to 6pm Monday to Friday (Wednesday from 10am).

Please return your application form to:

Scottish Widows Bank plc, PO BOX 12757, 67 Morrison Street, Edinburgh EH3 8YJ.

Mortgage Account Number

YOUR PERSONAL DETAILS

APPLICANT 1

APPLICANT 2

1. Title

Mr Mrs Miss
Ms Other

Mr Mrs Miss
Ms Other

2. First name

3. Middle name(s)

4. Surname

5. Date of birth (DD MM YYYY)

We may need to contact you in connection with your request, please provide us with the following contact details:

Home telephone

Work telephone

Mobile telephone

Email address

INCOME AND EXPENDITURE

Please complete your monthly income and outgoings on the basis your property has been rented.

Monthly outgoings:

APPLICANT 1

APPLICANT 2

Existing mortgage with
Scottish Widows Bank

£

£

New rent/Mortgage

£

£

Council tax

£

£

Electricity/Gas/Telephone

£

£

Household expenses (Food etc)

£

£

Personal expenses
(Entertainment/Holidays etc)

£

£

Insurance (Home/Life etc)

£

£

Other loans/Mortgages

£

£

Credit cards

£

£

Car expenses

£

£

Other expenses (please specify)

£

£

Total expenses

£

£

INCOME AND EXPENDITURE (CONTINUED)

Monthly income:

APPLICANT 1

APPLICANT 2

Monthly take-home pay

Rental income

Other income

Total income

ASSETS

ASSETS

Property

Investments

Deposits

Other (Specify)

LIABILITIES

LIABILITIES

Loans

Overdraft

Credit cards

Other (Specify)

CONSENT TO LET APPLICATION FORM

Please state the reason for letting out your property

When would you like the letting period to begin? (DD MM YYYY)

How long do you intend to let your property? (Please note that consent to let is granted for a maximum of 12 months)

What do you intend to do with the property after this period?

CONSENT TO LET APPLICATION FORM (CONTINUED)

Where do you intend to live while your property is let? Please confirm the exact address.

Postcode

When do you want correspondence to start being sent to this address? (DD MM YYYY)

Do you intend to rent or buy this property?

Rent

Buy

If buying, do you intend to take out another mortgage?

Yes

No

If yes, please provide details:

Are you relocating due to employment?

Yes

No

Is the role permanent or temporary?

Permanent

Temporary

Please state your occupation

What is the location of your new place of work?

Postcode

How will you cover any rental shortfalls or voids?

DECLARATION

I have personally provided details for this application or, if provided by another (for example my Mortgage Intermediary or joint applicant), I have read and checked every answer.

If there is a significant change in my circumstances either before or during the period of letting I will disclose the changes to Scottish Widows Bank who may review their decision.

The information given on this form is true to the best of my knowledge. If any information is incorrect I will make good any loss which Scottish Widows Bank may suffer by acting in reliance on such information.

I understand if consent is granted it will be for 12 months and a fee equal to 0.5% of the total outstanding balance of the mortgage, as at the 1st of the month in which consent is granted, including any further drawdowns, will be added to my mortgage account. The fee is non-refundable, even if the property is let for less than 12 months or the mortgage is redeemed in full. I will advise the insurance company providing my buildings insurance of the letting arrangement and ensure suitable cover is in place.

I have read and understood the above declaration and the attached consent to let terms and conditions. I understand a false declaration will forfeit any consent to let offer.

PRIVACY STATEMENT

Who we are

Your information will be held by Scottish Widows Bank plc which is part of the Lloyds Banking Group. More information on the Group can be found at www.lloydsbankinggroup.com

How we share your information with Group companies

Your personal information will be shared within the Lloyds Banking Group to enable us to better understand your needs, run your accounts, and provide products in the efficient way that you expect.

Using your information for fraud prevention

We will share your personal information from your application with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details of this fraud will be passed to these agencies to prevent fraud and money laundering. Further details explaining how information held by the fraud prevention agencies may be used can be obtained by reading our Full Privacy Notice at www.scottishwidowsbank.co.uk or contact us on 0345 845 0829.

Undertaking credit searches

We may obtain information about you from credit reference agencies and Group records to check your credit status. The credit reference agency enquiries may be seen by other companies making their own enquiries and may affect your ability to obtain credit elsewhere in the future. We may also use credit scoring.

Undertaking credit searches on a joint applicant

If this is a joint application you are giving us permission to search and record information in respect of you both, and create a link between your financial records at credit reference agencies which will remain until you successfully apply for a "notice of disassociation" at these agencies.

Checking your identity

We may ask you to provide physical forms of identity verification or search the files of credit reference agencies which will keep a record of our search, whether or not your application proceeds. This is not seen or used by lenders to assess your ability to obtain credit.

How we use your information to contact you about products and services

Lloyds Banking Group companies may use your information to contact you by mail, telephone, email or text message about products and services that may be of interest to you. If you do not wish to receive this information please tick the box

Further information

For further information please contact us on 0345 845 0829.

Your consent to process your information

To understand how the personal information you give us will be used, we strongly advise that you read our Full Privacy Notice at www.scottishwidowsbank.co.uk or you can ask us for a copy. By signing this application you agree to your personal information being used in the ways we describe. Please contact us if you have any questions.

Applicant 1

Name

Signature

Date (DD MM YYYY)

Applicant 2

Name

Signature

Date (DD MM YYYY)

Please note: If the mortgage is in joint names, then both of you must sign.

The mortgage must have been running for a minimum of six months before any letting can be agreed. This consent will last for 12 months after which you must apply to us for it to be renewed. It can be renewed twice to give a maximum period of consent of three years.

General conditions (applicable to all tenancies, whatever the type of tenant):

1. Each tenancy agreement must be in writing for a fixed term up to a maximum of 12 months when the property is in England or Wales, and six months when it is in Scotland or Northern Ireland. Further tenancies can be granted providing the total length of all tenancies does not exceed the consent to lease period agreed with us.
2. If your property is leasehold, you must comply with the conditions in your lease before the tenancy begins. For example, you may need your landlord's written agreement to the tenancy.
3. The rent must cover your monthly mortgage payments and any outgoings such as council tax.
4. The tenancy agreement must provide that the tenant:
 - a) must use the property as a private dwelling and for no other purpose;
 - b) must keep the property in good repair and condition during the tenancy; and
 - c) must pay the rent monthly or weekly.
5. To protect our security, you as the landlord are required to notify the tenant that:
 - a) you have mortgaged the property;
 - b) as mortgagee we have a power of sale we can exercise in certain circumstances;
 - c) as mortgagee we can take possession of the property under the terms of the mortgage.
6. As landlord you must ensure that in relation to the tenancy you comply with all relevant laws, e.g. the Tenancy Deposit schemes.
7. All occupants must sign the tenancy agreement.
8. You must not create multiple tenancies (where each tenant signs a separate agreement and/or has separate facilities).
9. The tenant or anyone else who lives at the property must not have diplomatic immunity.
10. You must arrange for the management of the property while you are away. You must also arrange for the tenancy to finish at the end of the letting period or earlier, if there is a breach by the tenant of the terms of the tenancy agreement.
11. You must contact your insurer direct to advise them that you wish to let your property, find out their requirements and ensure the property is properly insured for this purpose.
12. You must continue to pay the regular agreed monthly mortgage payments during the tenancy.

The following additional general conditions apply if you are letting in Scotland:

1. Lease or occupancy by any party apart from you cannot pre-date the registration date in the Land Register of Scotland of our standard security.
2. To avoid tacit relocation (the lease continuing on same terms at date of termination as original lease) the lease should contain a condition that at termination it continues from month to month until terminated.
3. The lease must be a properly constituted and valid short assured tenancy as defined in Section 32 of the Housing (Scotland) Act 1988 with AT5 notices served prior to occupancy. The period of a short assured tenancy requires to be for six months.
4. The prospective tenant must be given notice prior to commencement of occupancy that the mortgagee can seek possession under Ground 2 of the Housing (Scotland) Act 1988 and an equivalent condition is inserted in the lease.
5. There is to be no sub-letting or assignation within the first three months of the term. After that the tenancy agreement may allow assignment or sub-letting with your consent as landlord, provided that your consent is not to be unreasonably withheld. Any sub-tenancy must meet our tenancy requirements as set out in these conditions.

The following additional general conditions apply if you are letting in Northern Ireland:

1. Each tenancy agreement of business premises as defined in the Business Tenancies (Northern Ireland) Order 1996 shall be for a fixed period of six months. Further tenancies can be granted provided the total length of all tenancies is not more than 12 consecutive months for the same tenant.
2. The tenancy agreement must comply with the Private Tenancies (Northern Ireland) Order 2006.
3. There is to be no sub-letting or assignation within the first three months of the term. After that the tenancy agreement may allow assignment or sub-letting with your consent as landlord, provided that your consent is not to be unreasonably withheld. Any sub-tenancy must meet our tenancy requirements as set out in these conditions.

The following additional conditions apply if you are letting to an individual under an assured shorthold tenancy:

1. The tenancy must be an assured shorthold tenancy and you must comply with the terms of the Housing Act 1988 (as amended) when you create the tenancy.
2. The tenancy agreement must provide that the tenant cannot assign sub-let, charge or otherwise part with possession, or share occupation of all or part of the property, within the first three months of the term. After that the tenancy agreement may allow assignment or sub-letting with your consent as landlord, provided that your consent is not to be unreasonably withheld. Any sub-tenancy must meet our tenancy requirements as set out in these conditions.
3. The tenancy in Scotland must be a short assured tenancy as defined in Section 32 of the Housing (Scotland) Act 1988.
4. There is to be no sub-letting or assignation within the first three months of the term. After that the tenancy agreement may allow assignment or sub-letting with your consent as landlord, provided that your consent is not to be unreasonably withheld. Any sub-tenancy must meet our tenancy requirements as set out in these conditions.

The following additional conditions apply if you are letting to an individual where the tenancy cannot be an assured shorthold tenancy, because for example the annual rent exceeds £100,000 per year:

1. The tenant must not have security of tenure.
2. The tenancy agreement must provide that the tenant cannot assign sub-let, charge or otherwise part with possession, or share occupation of all or part of the property within the first three months of the term. After that the tenancy agreement may allow assignment or sub-letting with your consent as landlord, provided that your consent is not to be unreasonably withheld. Any sub-tenancy must meet our tenancy requirements as set out in these conditions.

NOTES FOR GUIDANCE

1. The mortgage must have been running for a minimum period of six months. Letting is reviewed annually to a maximum of three years.
2. Do not send the tenancy agreement to us for approval. We strongly recommend you consult your solicitor, or other professional adviser, about preparing the tenancy agreement and serving any notices.
3. If you let your property without our consent you will be in breach of your mortgage conditions. This breach would entitle us to seek repossession of your property and to sell it. In addition, if we consent to you letting your property and you do not comply with the conditions we set out in respect of the tenancy, we will treat the tenancy as unauthorised.
4. Do not allow a prospective tenant to occupy your property until you are sure you can comply with all our conditions and have, if necessary, taken professional advice.
5. It may be difficult to recover possession of your property if you do not prepare the tenancy agreement properly, or if any of the notices you need to serve on your tenant are defective or served wrongly.
6. We do not consent to letting to: Companies, Local Authorities, Educational Institutions or Housing Associations, nor to holiday letting.

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