

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". 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, PO BOX 12757, 67 Morrison Street, Edinburgh EH3 8YJ.**

Mortgage Account Number

## YOUR PERSONAL DETAILS

### APPLICANT 1

### APPLICANT 2

- |                               |    |       |      |    |       |      |
|-------------------------------|----|-------|------|----|-------|------|
| 1. Title                      | Mr | Mrs   | Miss | Mr | Mrs   | Miss |
|                               | Ms | Other |      | 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)	£	£
<b>Total expenses</b>	£	£

## INCOME AND EXPENDITURE (CONTINUED)

Monthly income:	APPLICANT 1	APPLICANT 2
Monthly take-home pay	£	£
Rental income	£	£
Other income	£	£
<b>Total income</b>	£	£
	<b>ASSETS</b>	<b>ASSETS</b>
Property	£	£
Investments	£	£
Deposits	£	£
Other (Specify)	£	£
	<b>LIABILITIES</b>	<b>LIABILITIES</b>
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?

It is important that you understand how the personal information you give us will be used. Therefore please read our short privacy notice below before continuing with this application.

Note: The words 'you' and 'your' refer to the applicant(s) and may be taken to mean the plural as well as the singular. The words 'our', 'we' and 'us' refer to Scottish Widows Bank.

## PRIVACY STATEMENT

### Who looks after your personal information

Your personal information will be held by Scottish Widows Bank, a trading name of Lloyds Bank plc, which is part of the Lloyds Banking Group. More information on the Group can be found at [www.lloydsbankinggroup.com](http://www.lloydsbankinggroup.com)

### How we use your personal information

We will use your personal information:

- to provide products and services, manage your relationship with us and comply with any laws or regulations we are subject to (for example the laws that prevent financial crime or the regulatory requirements governing the products we offer).
- for other purposes including improving our services, exercising our rights in relation to agreements and contracts and identifying products and services that may be of interest.

To support us with the above we analyse information we know about you and how you use our products and services, including some automated decision making. You can find out more about how we do this, and in what circumstances you can ask us to stop, in our full privacy notice.

### Who we share your personal information with

Your personal information will be shared within Lloyds Banking Group and other companies that provide services to you or us, so that we and any other companies in our Group can look after your relationship with us. By sharing this information it enables us to better understand our customers' needs, run accounts and policies, and provide products and services efficiently. This processing may include activities which take place outside of the European Economic Area. If this is the case we will ensure appropriate safeguards are in place to protect your personal information. You can find out more about how we share your personal information with credit reference agencies below and can access more information about how else we share your information in our full privacy notice.

### Where we collect your personal information from

We will collect personal information about you from a number of sources including:

- information given to us on application forms, when you talk to us in branch, over the phone or through the device you use and when new services are requested.
- from analysis of how you operate our products and services, including the frequency, nature, location, origin and recipients of any payments.
- from, or through, other organisations (for example card associations, credit reference agencies, insurance companies, retailers, comparison websites, social media and fraud prevention agencies).

- In certain circumstances we may also use information about health or criminal convictions but we will only do this where allowed by law or if you give us your consent.

You can find out more about where we collect personal information about you from in our full privacy notice.

### Do you have to give us your personal information

We may be required by law, or as a consequence of any contractual relationship we have, to collect certain personal information. Failure to provide this information may prevent or delay us fulfilling these obligations or performing services.

### What rights you have over your personal information

The law gives you a number of rights in relation to your personal information including:

- The right to access the personal information we have about you. This includes information from application forms, statements, correspondence and call recordings.
- The right to get us to correct personal information that is wrong or incomplete.
- In certain circumstances, the right to ask us to stop using or delete your personal information.
- From 25th May 2018 you will have the right to receive any personal information we have collected from you in an easily re-usable format when it's processed on certain grounds, such as consent or for contractual reasons. You can also ask us to pass this information on to another organisation.

You can find out more about these rights and how you can exercise them in our full privacy notice.

### Other individuals you have financial links with

We may also collect personal information about other individuals who you have a financial link with. This may include people who you have joint accounts or policies with such as your partner/spouse, dependents, beneficiaries or people you have commercial links to, for example other directors or officers of your company.

We will collect this information to assess any applications, provide the services requested and to carry out credit reference and fraud prevention checks. You can find out more about how we process personal information about individuals with whom you have a financial link in our full privacy notice.

### How we use credit reference agencies

In order to process your application we may supply your personal information to credit reference agencies (CRAs) including how you use our products and services and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity.

We may also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time, information on funds going into the account, the balance on the account and, if you borrow, details of your repayments or whether you repay in full and on time. CRAs will share your information with other organisations, for example other organisations you ask to provide you with products and services.

## PRIVACY STATEMENT (CONTINUED)

Your data will also be linked to the data of any joint applicants or other financial associates as explained above.

You can find out more about the identities of the CRAs, and the ways in which they use and share personal information, in our full privacy notice.

### How we use fraud prevention agencies

The personal information we have collected from you and anyone you have a financial link with may be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in our full privacy notice.

### Our full privacy notice

It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our full privacy notice, which you can find at [http://www.scottishwidows.co.uk/bank/about-us/full\\_privacy\\_notice.html](http://www.scottishwidows.co.uk/bank/about-us/full_privacy_notice.html) or you can ask us for a copy.

### How you can contact us

If you have any questions or require more information about how we use your personal information please contact us using <https://www.scottishwidows.co.uk/secure/forms/bank/global/product-enquiries> You can also call us on **0345 845 0829** (or **0044 131 655 2000** from overseas).

If you feel we have not answered your question Lloyds Banking Group has a Group Data Privacy Officer, who you can contact on **0345 845 0829** (or **0044 131 655 2000** from overseas) and tell us you want to speak to our Data Privacy Officer.

### Version Control

This notice was last updated in February 2018.

## 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.

### 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.

Copies of our literature can be provided in large print or in Braille and additional assistance is available to any customer upon request.

If you have any special requirements please contact our customer service team on **0345 845 0829**.

Scottish Widows Bank is a trading name of Lloyds Bank plc. Registered office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales, no. 2065. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 119278.

52825 02/18

