



WATERFORD COUNTY COUNCIL

**Local Authority**  
**House Purchase Loans**  
**EXPLANATORY NOTES**

**2009**

**WATERFORD COUNTY COUNCIL**  
**HOUSING ACTS 1996-1992**  
**HOUSING (LOCAL AUTHORITY LOANS) REGULATIONS 2009**

**1. Steps necessary before applying for a council loan**

The application form should be accompanied by confirmation that applicants have sought their mortgage from two lenders (banks or building societies) and have received inadequate funding offers or refusals from each before making application for this House Purchase Loan.

**2. Eligibility and Income Limits for House Purchases Loans**

To be eligible for a house purchase loan, the applicant(s) must be:

1. *A first time buyer*<sup>1</sup> (as defined by Section 92B of the Stamp Duties Consolidation Act, 1999 (as amended) i.e. a person, (or, where there is more than one buyer, each of such persons)):
  - who has not on any previous occasion, either individually or jointly, purchased or built on his/her own behalf a house (in Ireland or elsewhere) and
  - where the property purchased is occupied by the purchaser, or a person on his behalf, as his/her only or principal place of residence and
    - where no rent, other than rent under the rent-a-room-scheme, is derived from the property for five years after the date of the current purchase.
2. *Aged between 18 and 70 years;*
3. *Earning under €50,000 as a single applicant and under €75,000 as joint applicant; and In the case of the primary earner on the application, in continuous employment for at least two years (this can be self employment) and the second applicant must have at least one year.*
4. *The property must be situated inside the republic of Ireland*
5. *The gross internal floor area must not exceed 175 square meters.*

**3. Maximum House Purchase Loans**

- The maximum loan amount which may be advanced for the acquisition or construction of a house has been increased to €220,000 with effect from 27 April 2009. The maximum loan-to-value (LTV) ratio is 97%. The Council may decide to reduce the maximum loan amount to reflect local market conditions. The loan is also subject to the purchaser's ability to repay, i.e. mortgage repayments should not exceed 35% of a household's net income (after tax, PRSI and levies).
- The maximum loan term will be 30 years.

#### **4. Tax Relief at Source**

- Tax relief for home mortgage interest is given at source (TRS). Mortgage TRS can be claimed in respect of a house purchase loan and will be given by the local authority in the form of a reduced mortgage payment where applicable.

#### **5. Mortgage Protection Insurance**

- The approved local authority mortgage protection insurance, for the loan amount and the term of the loan, must be in place prior to loan issue. The local authority will arrange for mortgage protection insurance under the standard local authority/HFA mortgage protection scheme. The cost of mortgage protection insurance which covers both death and permanent disability is currently 0.5615% (see circular HPS 14/08).

#### **6. Buildings Insurance**

- The borrower shall keep the house adequately insured to the satisfaction of the local authority. The local authority's interest should be notified to the insurer by the borrower and should be noted on the policy.

#### **7. Mortgage Allowance Scheme**

- Tenants and Tenant Purchasers of Local Authority houses who return their house to Local Authority and build or buy a private house will qualify for a mortgage allowance of €11,450. The allowance will be paid over 5 years to the Lending Agency.

**The maximum allowances in each year are as follows:**

<b>Year</b>	<b>Amount</b>
<b>1</b>	<b>€3,560</b>
<b>2</b>	<b>€2,800</b>
<b>3</b>	<b>€2,040</b>
<b>4</b>	<b>€1,780</b>
<b>5</b>	<b>€1,270</b>

#### **8. Mortgage Subsidy**

- The mortgage subsidy scheme will continue to assist people, below a certain income, with their mortgage payments. To qualify, household income needs to have been less than €28,000 (before tax and social insurance is taken off) in the previous tax year. The subsidy will be paid to the local authority and will reduce the monthly payments due on the mortgage.

#### **9. Repayment of loan**

- A loan shall be repaid by an annuity of principal and interest combined. A loan shall be repaid with interest within such period not exceeding 30 years from the date of the making of the loan, or, if the loan is made by installments from such date not later than the date of payment of the final installment as may be determined by the Council.

Repayments shall be made in equal monthly installments, and the first installment shall be due on the first day of the second calendar month immediately following the date the final installment is cashed.

Interest on loan advances shall be payable from date Paying Order is cashed. Interest on the interim advances at the appropriate rate shall be paid at monthly intervals following the advance and shall be demanded in like manner as the annuity on the due date.

## **10 House Valuations**

- Where the property is sourced by the applicant on the open market, each application must be supported by a valuation report carried out by an approved independent or local authority valuer.

The Valuation report should be completed on the standard Valuation Report form set out in the Appendix to the application form.

- All Valuation reports must be completed in full, with no unanswered questions. All answer boxes should be completed.
- All reports must be signed and dated with the Firm's stamp imprinted thereon. No amended Valuation amounts, either by overwriting or by the use of correction fluid, will be accepted.
- All Valuation reports must be accompanied by a colour photograph giving clear and unobstructed view of the property. The photograph must be labelled with the property address and date.
- The signed report must not contain significant disclaimers or concerns about the condition/saleability of the property.

Valuation/survey fees are payable by the applicant(s) to the firm of valuers who undertake the valuation.

Where the property is being sold as an affordable home or purchased under the tenant purchase scheme, the valuation will be carried out by a valuer on behalf of the local authority.

The value of the house may be determined by the Council before the house is constructed where plans of the house have been submitted to the Council.

## **11. Use of the house as a dwelling:**

The Council shall not make a loan in respect of a house unless (1) the house is used or is intended to be used primarily as a dwelling. (2) An existing dwelling must have hot and cold water systems, a fixed shower or bath and an indoor toilet.

## **12. Making of loans by installments – interim advances.**

Normally, an advance in respect of the erection of the house may be made in installments of not more than three (3). However, no installment will normally be paid until the legal formalities are completed, the house has been adequately insured in the full market value

in the joint names of the Borrower and the Council and the house is roofed and windows and doors installed. It is important for Borrowers to note that when the house is storm proof, i.e. when the house is actually roofed and windows and doors installed, they should notify the Council accordingly so that an initial inspection can be carried out with a view to paying an installment of the loan. Normally the balance will be paid on completion of the house and when the relevant planning conditions have been complied with. The total amount of installments paid will not at any time before completion of the house exceed 90% of the value of the work done up to that time on the construction of the house including the value of the interest of the Borrower in the site thereof or 90% of the amount of the loan, whichever is the less. Stage payments must be accompanied by a Stage Payment Certificate in the format required by the local authority and must be signed by the construction supervisor.

Where a property is self build under contract, then it must be a fixed price contract, appropriately supervised by a suitably qualified person, appropriately insured and construction covered by Home bond or Premier Guarantee. Where a property is self build by direct labour, it must be appropriately supervised and appropriately insured.

**The following documents must be provided with the loan application for self build:**

- a. A Certificate of Inspection completed by the construction supervisor confirming the following:
  - The person has been retained as the construction supervisor by the applicant(s) for the duration of the construction.
  - The site on which the construction is to occur has full planning permission.
  - The design is in substantial compliance with the Building Regulations.
  - The date on which the planning permission expires.
- b. Full detailed architects/engineers plans and specification.
- c. Certified site layout map showing site dimensions.
- d. Certified copy of grant of planning permission.
- e. Bill of Quantities prepared by quantity Surveyor showing full costings of proposed works.
- f. Building programme giving time scale of works from commencement to completion.
- g. A copy of the certificate of Professional Indemnity insurance for the construction supervisor.
- h. Certificate of Self Build insurance cover incorporating Public Liability, Employers Liability and Property cover.

On completion of the property that the construction supervisor must provide:

- a. A full service opinion on compliance with the planning permission and the Building Regulations in either of the standard forms as approved by the Royal Institute of Architects in Ireland or The Incorporated Law Society ( Full Service/Building Regulation certificate.)
- b. A Building Energy Rating (BER) certificate.

Non standard certificates or standard certificates which have been altered by the supervising person are not acceptable

In the case of House Purchase Loans, the loan will normally be paid in full on completion of the legal formalities and the house has been adequately insured to the full market value in the joint names of the Borrower and the Council.

### **13. Rates of Interest:**

- (a) The rate of interest to be charged shall be such rate as may be fixed from time to time by the Council, i.e. a variable rate.
- (b) The said rate will be the rate at which funds are obtained by the Local Authority, plus .5%. This rate includes a charge of .5615% to meet a provision being made by the Council for the insurance of the Borrower against Death or Permanent Disability. The present rate is 3.25% from 01/05/2011

### **14. Special Repayments of loans:**

The Borrower may, on all sums due on account of interest, repay to the Council the whole of the outstanding principal of a loan or any part thereof being €63 or a multiple of €63.

### **15. Duties of the Council:**

Before making a loan the Council shall satisfy themselves-

- (a) That the borrower occupies or intends to occupy the houses as his/her normal place of residence.
- (b) That the value of the ownership of the house is sufficient to provide adequate security for the loan.
- (c) That the title to the ownership is one which an ordinary mortgagee would be willing to accept. No advance will be payable by the Council unless and until the Applicant's solicitors confirms that the applicant(s) have full encumbered title and that no liens/charges exist and that there are no easements, way leaves or rights of way in favour of or over subject property.

(d) The borrower is not a Borrower in respect of any other loan made by the Council under the Housing Act, 1966, or the Housing Finance Agency Acts, 1981 to 1985, or is not the proprietor of a house in respect of which an advance, or any part of an advance, made by the Council under the Small Dwellings Acquisition Acts, 1899 to 1962, remains unpaid.

(e) That the repayment of the loan to the Council is secured either by:

- (i) an instrument vesting the ownership (including any interest already held by the Borrower) in the Council subject to the right of redemption by the Borrower, or in a case where the ownership of the Borrower consists of leasehold interest, by an instrument of mortgage by subdemise subject to a nominal reversion, vesting the term of the subdemise in the Council, subject to right of redemption by the Borrower, or there the title to the ownership is registered under the provision of the Registration of Title Act, 1964 by an instrument charging the ownership with payment to the Council of the amount of the loan, together with the interest thereon.

## **16. Duties of Borrower:**

A house in respect of the acquisition or construction of which a loan has been made shall, until the loan with interest thereon is fully paid, or until the Council shall have recovered possession of the house in accordance with the provisions of Section 39 of the Housing Act, 1966, be held subject to the following conditions: -

- (a) Every sum for the time being due in respect of principal of interest shall be paid punctually on the due dates.
- (b) The Borrower shall use the house as his normal place of residence unless the Housing Authority consent to his residing elsewhere either indefinitely or for a specified period.
- (c) The borrower shall keep the house adequately insured to the satisfaction of the Housing Authority. Before payment of the loan, the borrower will be required to produce evidence of index linked insurance cover on a reinstatement basis in joint names of the Borrower and of the Council. A standard form of confirmation must be signed by the Insurance Company. Blank forms are available from the County Council offices.
- (d) The Insurance of a house as referred to at (c) above, in respect of which a loan is made may be effected, at the option of the Council, either by the Authority on behalf of the Borrower or by the Borrower, and
- (i) where such insurance is effected by the Council on behalf of the Borrower, the Borrower shall pay the amount of each premium in respect of such insurance to the Council on demand, or, where the Council so agree, by an addition to the installments or other

periodical payments in respect of the repayment of the loan, or

- (ii) where such insurance is effected by the Borrower the receipt for the payment of each premium in respect of such insurance shall be produced by the Borrower to the Council on request or,
- (iii) in the event of a house being destroyed or damaged and in respect of which monies are received on foot of said insurance, such monies shall be paid over to the Council to discharge the balance of the loan outstanding or at the discretion of the Council be applied towards repairing the damage.
- (e) The house shall be kept in good structural condition.
- (f) The house shall not be used in such manner as to be a nuisance to the owners or occupiers of adjacent houses.
- (g) Any person, authorised by the Housing Authority in writing for that purpose may at all reasonable times enter the house for the purpose of ascertaining whether the conditions specified in this Scheme are complied with.
- (h) Any addition to an installment or other periodical payment, payable, under sub-paragraph (i) of paragraph (d) of this clause, shall not be included in the amount of a loan secured in accordance with the provisions of clause 11 of this scheme.

### **17. Transfer of Interest**

The Borrower shall not without the consent of the Council at any time, transfer his interest in the house and any such transfer shall be made subject to the conditions set out in clause 11 of this scheme.

### **18. Liability of Borrower**

A Borrower shall be personally liable for the repayment of any sum due in respect of a loan until he shall have transferred with the consent of the Council under clause 13 of this Scheme, his interest in the house in respect of which the loan was made.

### **19. Mortgage Protection**

The Local Authorities Mortgage Protection Plan will apply, subject to the terms of the Plan, to all house purchase loans approved. The cost of the Plan will be met by way of an additional 0.598% on the interest rate applicable to the loan. The rate may vary over the duration of the loan. Inclusion in the plan will be obligatory for all Borrowers whose loan is approved and who qualify under the terms of the Plan. The Plan is only

available to new borrowers who at the date of application for mortgage meet the following conditions: (a) have attained the age of 18 years but not 55 years, (b) who are in good health and (c) are in gainful employment. The cover is provided by means of an Insurance Policy so that eligible borrowers' loans are repaid in the event of death or permanent total disablement. The charge to meet the cost of the Plan is subject to periodic review.

Loan applicants not eligible for Mortgage Protection Insurance will only be considered in very exceptional circumstances and must be able to obtain private Mortgage Protection cover or some other form of security acceptable to the Council.

## **20. Recovery of Possession**

The Council in the event of failure by the Borrower to pay monthly repayments as they become due, have power to recover possession of the house through the District Court, and the following securing vacant possession, the house may then be sold in the open market. All monies due to the Council on foot of the loan including interest, legal costs, auctioneers fees and all other appropriate outgoings in connection with the sale will first be deducted from the sale price and the balance (if any) remaining thereafter will be paid over to the Borrower.

## **21. Borrower not to carry out works without permission etc.**

The Borrower will not without the written consent of the Council as Mortgagee, and have first obtained the necessary permissions and approvals under the Local Government (Planning & Development) Acts, 1963 to 1983, Bye-laws (if any) or Building Regulations (if any) or other relevant enactments, make any structural alterations or additions to the mortgaged property nor carry out any development nor change the use thereof within the meaning of the said Local Government (Planning & Development) Act 1963 to 1983.

## **22. Compliance with Planning Laws**

The Borrower will comply in full with the Local Government (Planning & Development) Acts 1963 to 2002, the Bye-Laws (if any) and Building Regulations (if any) and all other enactments and regulations relating to planning and development which may from time to time affect the mortgaged property and within 14 days of the receipt by Borrower of any permission, consent, licence or other document affecting the mortgaged property, (notwithstanding that the same may have issued or emanated from the Council in a capacity other than as mortgagee on foot of the mortgage) deliver the same to the Council to be kept with the deeds and documents of title affecting the mortgaged property.

### **23. Completion of house**

If an advance is made before a house is completed and the house is not completed and fit for human habitation within six months of the date of such advance, the total amount advanced with interest and all costs incurred shall be repaid forthwith on written demand of the Council without prejudice to all and every preceding condition, and to all and every power vested in the Council as Mortgagee.

### **24. Inspections by the council or its agent-structural condition of house**

The attention of the Borrower is drawn to the fact that any inspection by staff employed by the Council or by any of the Council's Agents, of the house being mortgaged to the Council is purely for the information of the Council to establish by visual and cursory examination that it is a readily saleable security AND THE COUNCIL DOES NOT ACCEPT ANY STATUTORY OR COMMON LAW DUTY OR CARE TO THE BORROWER TO ENSURE THAT THE DWELLINGHOUSE IS PROPERLY CONSTRUCTED OR FREE OF DEFECTS. The Council will not be responsible for any loss or damage that the Borrower may suffer as a result of defects in the dwelling house whether structural or otherwise.

### **25. General matters for the attention of the borrower:**

- (a) The approval will be cancelled after a period of six months if the loan is not taken up within that period and in the case of construction of new houses, the house must be started within three months from loan approval date - or such extended period as may be agreed to by the Council, in either case.
- (b) Approval to the making of a loan will be conditional on the applicant first obtaining planning permission/approval to the proposed house.
- (c) the Borrower, at the date of loan approval, will have to be in good health and in gainful employment.
- (d) The attention of the Borrower is also drawn to the National House Building Guarantee Scheme. This is a scheme whereby for a six year period major structural defects found in a newly built house will be repaired by the builder or in default will be repaired under the National House Building Guarantee Scheme at no cost to the occupier. For the above to operate the Contractor must be registered under the National House Building Guarantee Scheme and the development which he is undertaking must also be registered. Where a development is being carried out under Contract, it will be necessary, in order to obtain loan approval from this Council, that the builder be registered under the National House Building Guarantee Scheme and the house being constructed also must be registered. The Borrower shall be responsible to ensure that the requirements of the Scheme are met in full and the Council shall not be liable to guarantee compliance with the requirements of the said scheme.

- (e) Every application for a loan shall be considered entirely on its own merits and the Council reserves the right to refuse any application.
- (f) Where, in the opinion of the Council, it is desirable that the Borrower should provide collateral security:-
  - (i) for repayment of the loan, or,
  - (ii) that the erection of the house will be duly completed within a reasonable time, or as hereinbefore provided,  
the Borrower shall provide such collateral security by an independent solvent surety, or sureties in such amount, and subject to such conditions, as the Council consider reasonable.

## **26. Application fee**

With each application for a loan a fee of €50 must be lodged with the Council. Also an Inspection Fee of €63 is chargeable to the Applicant for each inspection request.

## **27. Additional requirements after loan approval is granted**

Loan approvals are given, subject to the following conditions:

- (a) The Council having available the necessary funds at any given time.
- (b) Planning Permission/Approval being granted, (where applicable), and the conditions of such Planning Permission/Approval being complied with.
- (c) If new house the specification to comply with the prescribed building standards laid down by the Department of the Environment, particularly with regard to thermal insulation of external walls and roof space.
- (d) Satisfactory title to the property being offered to the Council.
- (e) the completion of the Mortgage/Deed of Charge and/or any other legal requirement as may be required by the Council as security for the loan or any part thereof. The fees payable in respect of the mortgage must be borne by the applicant. However any cost involved by the Housing Authority arising from the legal Investigation of Title in relation to the making of a housing loan will be paid by the authority.

**NOTWITHSTANDING THE PROVISIONS CONTAINED IN THIS DOCUMENT ALL SUCCESSFUL APPLICANTS ARE ADVISED TO READ THE TERMS AND CONDITIONS OF THEIR MORTGAGE AND SEEK ADVICE FROM THEIR OWN LEGAL ADVISOR BEFORE COMPLETING SAME.**

## Eligibility conditions for the Approval of Housing Loans and Shared Ownership Applications.

1. **Employment:** Primary earner must be in continuous employment for at least two years (this can be self employed). Second applicant must have at least one years continuous employment..
2. **Income:** As well as meeting the statutory income limits, applicants should be aware that if a loan is approved, the amount approved will be based on the income.
3. **Savings:** It is an essential condition that applicants can show a satisfactory record of regular savings for a reasonable time period (minimum 12 months).
4. **General:** When a loan application is being assessed by an Officer of the County Council, the Officer must be satisfied that the applicants show the ability and willingness to make repayments before the approval is issued. Any references, therefore, which you feel will assist the Officer in making a favourable decision should accompany your application. (especially from Credit Union, Bank or Landlord).
5. **Repayments:** Repayments will be required to be met by Direct Debit
6. If you do not meet any one or more of the above conditions but feel that extenuating circumstances exist, you should make an appointment to meet the Housing Loans Officer who will assess your circumstances.
7. Please note purchase of any properties under the Loan/Shared Ownership Scheme must be within the County Boundaries.

**IF YOU FAIL TO PAY YOUR MONTHLY INSTALMENT OR FALL INTO ARREARS YOUR CREDIT RATING WILL BE AFFECTED.** 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 of this Housing Loan may be adjusted by the lender from time to time.

Applicants are advised to get an independent technical survey of the house before proceeding with the purchase.



# House Purchase Loan Application Form

**WATERFORD COUNTY COUNCIL  
HOUSING SECTION  
CIVIC OFFICES  
DUNGARVAN  
CO. WATERFORD**

**TEL: 058/22000  
FAX: 058/21109**

Local Authority Reference:

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## CHECKLIST FOR APPLICANT/S

**Applicants are strongly advised to submit their applications in person at this office as posted applications frequently are not completed correctly and have to be returned.**

- |  |                          |
|--|--------------------------|
| Fully Completed Application Form   | <input type="checkbox"/> |
| HPL1 Form to be stamped by Revenue Commissioner (Appendix 1A)                  | <input type="checkbox"/> |
| Photographic Identification (Current Passport or Drivers Licence)              | <input type="checkbox"/> |
| Proof of Present Address (Current Utility Bill or Bank Statement)              | <input type="checkbox"/> |
| Original Salary Certificate (Appendix 1), up-to-date P60 and 4 Recent Payslips | <input type="checkbox"/> |
| Signed Customer Declarations   | <input type="checkbox"/> |
| Original Current Account Statements (6 Months)                                 | <input type="checkbox"/> |
| Original Savings Statements (12 Months)  | <input type="checkbox"/> |
| Original Loan Statements (12 Months)   | <input type="checkbox"/> |
| <br><b><i>Self Employed</i></b>  |                          |
| Accountants Report/Audited Accounts (2 Years Required)                         | <input type="checkbox"/> |
| Current Tax Balancing Statement  | <input type="checkbox"/> |
| Current Preliminary Revenue Tax Payment Receipt                                | <input type="checkbox"/> |

# Local Authority House Purchase Loan Application

## Personal Details

number of applicants \_\_\_\_\_

### first applicant

first name:

middle initial:

surname:

maiden name if applicable:

date of birth:

PPSN:

/  /

Gender:

Female

Male

mother's maiden name:

nationality:

marital status: married

single

separated

divorced

widower

other

e-mail:

work tel:

home tel:

mobile:

present address:

how long at this address:

years:

months:

previous address:

number of dependents:

ages:

### second applicant

first name:

middle initial:

surname:

maiden name if applicable:

date of birth:

PPSN:

/  /

Gender:

Female

Male

mother's maiden name:

nationality:

marital status: married

single

separated

divorced

widower

other

e-mail:

work tel:

home tel:

mobile:

present address:

how long at this address:

years:

months:

previous address:

number of dependents:

ages:

## Nature of Current Tenure

yes monthly rent no

do you rent your current accommodation:

€

Home Owner

Living with Parents

Tenant

Local Authority Tenant

Other

yes monthly rent no

do you rent your current accommodation:

€

Home Owner

Living with Parents

Tenant

Local Authority Tenant

Other

## Employment Status

employed:  self-employed:  not employed:       employed:  self-employed:  not employed:

## Employment Details

employer name:

employer address:

state type of business:

occupation:

employment status e.g. permanent, etc:

date commenced present employment:  /  /

gross basic salary p.a.: €

overtime p.a. €

bonus p.a. €

commission p.a. €

other income p.a.: €

source of other annual income:

If less than 6 months in current employment, please give previous employment contact details:


employer name:

employer address:

state type of business:

occupation:

employment status e.g. permanent, etc:

date commenced present employment:  /  /

gross basic salary p.a.: €

overtime p.a. €

bonus p.a. €

commission p.a. €

other income p.a.: €

source of other annual income:

If less than 6 months in current employment, please give previous employment contact details:


## Self-Employment Details

trading name and address:

date of commencement of business:  /  /

nature of business:

sole trader:  director / partner:

trading name and address:

date of commencement of business:  /  /

nature of business:

sole trader:  director / partner:

State % shareholding:

State % shareholding:

### Self-Employment Details *(continued)*

total net profit: €

*(all partners, before drawings)*

drawings: €

*(state your drawings only)*

previous employer's name and address:

previous employment from:  /  /

previous employment to:  /  /

nature of business:

occupation:

total net profit: €

*(all partners, before drawings)*

drawings: €

*(state your drawings only)*

previous employer's name and address:

previous employment from:  /  /

previous employment to:  /  /

nature of business:

occupation:

### Financial History & Commitments

#### savings

deposits: first applicant €  second applicant €  financial institution(s)

current account: €  €

other: €  €

#### borrowings (include credit card debt)

borrower	purpose	€ amount owing	€ monthly repayment	lender
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

€                      €

## Nature of Current Tenure (continued)

Are you on a local authority Housing List?

No  Yes

Are you on a local authority Housing List?

No  Yes

If yes, please give details: \_\_\_\_\_  
\_\_\_\_\_

Have you ever owned or built a house or flat?

No  Yes

Have you ever owned or built a house or flat?

No  Yes

If yes, please give details: \_\_\_\_\_  
\_\_\_\_\_

## Loan Purpose

Private purchase:

Affordable home:

Local authority tenant purchase:

Shared Ownership:

**Financial History & Commitments** *continued*

**first applicant**

have you or your spouse ever been insolvent, bankrupt, involved in court proceedings for debt or compounded with creditors? have any judgements been registered against you personally? have any judgements been registered against a company of which you are a director?

Yes  No

if yes to any of the above, please give details:

are you obliged to pay alimony/child support or separation maintenance?

Yes  No

if yes, please state monthly amount:

€

Have you ever had a loan or made a previous application to any other lending agency?

Yes:  No:

If yes, please give details:

**second applicant**

have you or your spouse ever been insolvent, bankrupt, involved in court proceedings for debt or compounded with creditors? have any judgements been registered against you personally? have any judgements been registered against a company of which you are a director?

Yes  No

if yes to any of the above, please give details:

are you obliged to pay alimony/child support or separation maintenance?

Yes  No

if yes, please state monthly amount:

€

Have you ever had a loan or made a previous application to any other lending agency?

Yes:  No:

If yes, please give details:

## **your right to cancel the contract**

You do not have a right to cancel the contract once you have drawn down a housing loan but you may repay a housing loan early as outlined in the next paragraph.

## **rights to terminate the contract**

You may at any time repay all or part of the loan early

If you fail to make any payment due to us in respect of the loan or, if any of the other events of default which will be specified in the contract between us for the loan were to occur we may call for the immediate repayment of the loan together with all accrued but unpaid interest thereon and all other costs and expenses payable under the contract. We may also enforce our mortgage over your property and sell it and realize any security given to us and apply the proceeds of sale in repayment of the loan and all interest and costs and expenses.

## **governing law and language**

All our dealings with you, and all contracts between us, will be governed by the laws of Ireland.

All contracts between us, all information, which we supply to you, and all other communications with you will be in English.

## **complaint procedures**

We aim to provide an efficient service to our customers and it is our policy to ensure that all your concerns are dealt with fairly and promptly.

If you have any complaint please telephone or write to:

**Local Authority House Purchase Loan Section**

## **WARNINGS**

**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 A HOUSING LOAN MAY BE ADJUSTED BY THE LENDER FROM TIME TO TIME.  
THE COST OF MONTHLY REPAYMENTS MAY RISE.**

# Declaration

## personal details

applicant's name(s):

address of property to be mortgaged:

## details of mortgage required

purchase price/value of property:

amount of loan required:

repayment term required:

## valuation

The local authority will require a valuation of and certain other information about the property you wish to buy. The valuation report, of which you will obtain a copy, is designed especially for the needs of the local authority to help us decide if the property represents adequate security for the loan you require. The valuation report will be based on a limited inspection and is not intended to be a structural survey nor a condition report. It is important that you should not rely in anyway on the valuation report. It is possible that there are defects in the property which are not reported but which a more detailed inspection would reveal. This means that the valuation report may not make you aware of defects which could affect your decision to buy. The local authority recommends that you obtain a more comprehensive report or structural survey.

## insurance

### Mortgage Protection

It is a condition on all loans that Mortgage Protection Cover is effected before the loan cheque issues. There is a standard mortgage protection insurance scheme which is compulsory with local authority house purchase loans. The cost of mortgage protection insurance which covers both death and permanent disability will be added to your monthly mortgage repayments.

### Property Insurance

It is a condition on all loans that property insurance is effected before the loan cheque issues.

## signature & declaration

I/We declare that the information given by Me /Us in this form and in appendix 1, 1A and 2 attached is correct to the best of My/Our knowledge and belief and that these documents were completed before this declaration was signed. I/We declare that I/We am/are of full age and I/We hereby make application for an advance with the local authority upon mortgage of the property described above. I/We declare that the foregoing statements and particulars and any other information we have given to the local authority to be strictly true, to the best of my/our knowledge and belief. I/We acknowledge that, in order to process this loan application, the local authority its servants and agents will hold and process information in connection with this application (together with such other information supplied to or obtained by the local authority separately) and will hold and process same for administrative, customer care and service purposes and the statistical purposes of the Department of the Environment Heritage and Local Government where required by that department. I/We have read the section above headed valuation, I/We understand that I/We should not rely on the valuation report in any way in deciding whether or not to purchase the property. I/We understand that if, contrary to the local authority recommendation, I/We do not request or obtain an independent structural survey for my/our own purposes, I/We run the risk that the property may suffer from serious defects which are not mentioned in the Valuation Report and that the report may be defective, or may be inadequate for my/our purposes. I/We further understand that should the local authority grant a loan this does not signify an assurance or guarantee that the property is soundly constructed and free from defects. I/We note that if I/We are approved by the local authority for a loan that at any time before the completion of the mortgage transaction the local authority has the right to withdraw or vary the approval.

## Signatures

first applicant:

date:

second applicant:

date:

## Details of Property to be Mortgaged

address of property to be mortgaged:

stage of construction:

completion date:

 /  / 

is the property registered with:

homebond scheme:

Yes

No

premier guarantee scheme

Yes

No

## Mortgage Details

loan amount:

€

loan term:

### outlay

purchase price:

€

stamp duty: *(if applicable)*

€

legal expenses:

€

other \*:

€

total expenditure:

€

### Funding

savings:

€

other \* please specify:

€

mortgage required:

€

total finance:

€

\* please give details of 'other' above

## Contact Details

### solicitor

name and address:

telephone:

### valuation access

name and address of person with whom an inspection may be arranged:

telephone:

## Important Notices

### consent under the consumer credit act 1995

Under the Consumer Credit Act 1995 a customer's consent is required if the customer wishes the **local authority** to be able to telephone him/her at his/her place of employment/business in connection with a Credit Agreement. From time to time the **local authority** 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 the **local authority** contacting me/us by telephone at my/our place of employment/business.

signature of first applicant:

date

signature of second applicant

date

### credit reference searching & reporting

The **local authority** may from time to time make searches against you on the records held by credit reference agencies. When such a search is made the Credit reference agencies will keep a record for a period (usually for a year) that the search has been made. **the local authority** may also provide information to credit reference agencies concerning this application and the manner in which the Account is conducted. For this **the local authority** requires your consent. Please note that if you do not consent **the local authority** may not be able to consider your application.

You have the right at any time to request from any credit reference agency a copy of any "personal data" within the meaning of the Data Protection Act 1988 (as amended or re-enacted from time to time) that such a credit reference agency holds about you (for which they may charge a small fee) and to have inaccuracies in that information corrected.

I/We authorise **the local authority** to carry our credit reference searches against me/us. I/We acknowledge that such credit reference agencies will record that such a search has been made and disclose that fact to their members for a period of at least one year. I/We also authorise **the local authority** to provide information concerning this application and the conduct of the Account to credit reference agencies.

signature of first applicant:

date

signature of second applicant

date

### data protection notice

ACCESS TO PERSONAL DATA. You have the right at any time to request a copy of any 'personal data' within the meaning of the Data Protection Act 1988 (as amended or re-enacted from time to time) that the **local authority** holds about you and to have inaccuracies in that information corrected.

### consumer credit act 1995

Please note carefully the following information relating to Housing Loans within the meaning of the Consumer Credit Act 1995.

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

**VARIABLE RATE LOANS - "THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY THE LENDER FROM TIME TO TIME."**

#### ARREARS

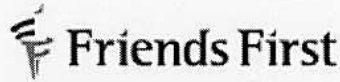
Interest will be applied to the outstanding balance of the loan. This balance includes any element of unpaid interest and charges which will accrue interest on the rate applicable to the account.

#### VALUATION

Where the property is sourced by the applicant on the open market, each application must be supported by a valuation report carried out by an approved independent or local authority valuer. Valuation/survey fees are payable by the applicant(s) to the firm of valuers who undertake the valuation.

## **IMPORTANT NOTICE**

**PLEASE NOTE THAT IF YOU FAIL TO PAY YOUR MONTHLY  
INSTALMENT OR FALL INTO ARREARS YOUR CREDIT RATING  
WILL BE AFFECTED.**



**DECLARATION BY ALL BORROWERS WHO ARE TO BE INCLUDED IN THE  
LOCAL AUTHORITY MORTGAGE REPAYMENT PROTECTION PLAN**

Underwritten by Friends First Life Assurance Company

This Declaration must be completed by all new Borrowers and also by all existing eligible Borrowers who wish to obtain cover for "Insured Rental Equity".

This Declaration forms an integral part of the Master Policy for the above plan and should be read in conjunction with the Master Policy.

Authorised Local Authority Signatory: \_\_\_\_\_ Date: \_\_\_\_\_

Local Authority Stamp: \_\_\_\_\_

**IMPORTANT: A COPY OF THIS COMPLETED DECLARATION MUST BE RETAINED ON FILE FOR THE DURATION OF THE MORTGAGE AGREEMENT.**

**Please ensure that the eligibility criteria and notes at the end of this form are explained to all new Borrowers.**

**This form must be completed by: -**

- (i) All new Borrowers; (ii) Persons becoming Spouses/Joint Borrowers during the remaining term of the Mortgage.  
(iii) All Borrowers must also complete Part (4) of this form.**

Name of Borrowers: (i) \_\_\_\_\_ (ii) \_\_\_\_\_

Date of Birth (i): \_\_\_/\_\_\_/\_\_\_ Date of Birth (ii): \_\_\_/\_\_\_/\_\_\_

Date of receipt of Mortgage Application by Local Authority \_\_\_/\_\_\_/\_\_\_

Date of Approval of Mortgage: \_\_\_/\_\_\_/\_\_\_

Drawdown Date: \_\_\_/\_\_\_/\_\_\_

Account No: \_\_\_\_\_ Term: \_\_\_\_\_

**Part (1) – TO BE COMPLETED BY BORROWER 1. (Tick boxes as appropriate)**

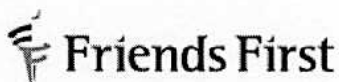
I ..... (PRINT NAME) declare that on the date this declaration was signed,  
\_\_\_/\_\_\_/\_\_\_ (INSERT DATE OF SIGNING)

- 1) I have attained the age of 18 years but not 55 years.
- 2) I am at Work\*
- 3) I have not been in receipt of any medical treatment or advice (other than for colds, influenza or backache) lasting more than 3 continuous weeks within the past 2 years.
- 4) I have not been absent from work in the last 2 years through illness for more than 3 continuous weeks (other than for colds, influenza or backache).

\* If you are not currently in paid employment you will be covered for Death Benefit only. However, if you become employed at a later stage during the term of the policy, you will be covered for both Death Benefit and Monthly Benefit.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Address of current GP: \_\_\_\_\_



**ELIGIBILITY WILL BE VERIFIED IN THE EVENT OF A CLAIM**

**If a Borrower does not meet the above eligibility criteria, cover will not be granted under this scheme. Such Borrowers should seek alternative cover from a different insurer and inform the Local Authority accordingly**

I declare that I do not meet with the above eligibility criteria and have informed the Local Authority accordingly.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

---

**Part (2) – TO BE COMPLETED BY BORROWER 2 (Tick boxes as appropriate)**

I ..... (PRINT NAME) declare that on the date this application for insurance was signed, \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (INSERT DATE OF SIGNING)

- 1) I have attained the age of 18 years but not 55 years.
- 2) I am at Work\*
- 3) I have not been in receipt of any medical treatment or advice (other than for colds, influenza or backache) lasting more than 3 continuous weeks within the past 2 years
- 4) I have not been absent from work in the last 2 years through illness for more than 3 continuous weeks (other than for colds, influenza or backache)

\* If you are not currently in paid employment you will be covered for Death Benefit only. However, if you become employed at a later stage during the term of the policy, you will be covered for both Death Benefit and Monthly Benefit.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Address of current GP: \_\_\_\_\_

---

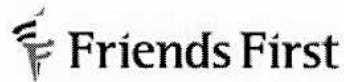
**ELIGIBILITY WILL BE VERIFIED IN THE EVENT OF A CLAIM**

**If a Borrower(s) does not meet the above eligibility criteria, cover will not be granted under this scheme. Such Borrowers should seek alternative cover from a different insurer and inform the Local Authority accordingly**

I declare that I do not meet with the above eligibility criteria and have informed the Local Authority accordingly.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

---



**Part (3) – TO BE COMPLETED BY A SINGLE BORROWER WISHING TO ADD/REMOVE A JOINT BORROWER AT A LATER DATE:**

I declare that on \_\_\_\_\_ (insert date of ADDING a Joint Borrower), \_\_\_\_\_ (name of new Joint Borrower) is to be included as a Joint Borrower and has completed the application in part (2)

I declare that on \_\_\_\_\_ (insert date of REMOVING a Joint Borrower), \_\_\_\_\_ (name of Joint Borrower) will no longer be included as a Joint Borrower.

Signature of original Borrower: \_\_\_\_\_ Date of Effective Change: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Part (4) – TO BE COMPLETED BY ALL BORROWER(S)**

**I/We (delete as appropriate) have answered all the questions in this application form above relating to my/our (delete as appropriate) health and working status and declare that to the best of my/our (delete as appropriate) knowledge and belief, all information given is true and includes all material facts.**

Signed: (i) \_\_\_\_\_ Date: \_\_\_\_\_

Signed: (ii) \_\_\_\_\_ Date: \_\_\_\_\_

**Note: To ensure that all eligible borrowers are covered for the appropriate level of cover, it is vitally important that all relevant parts of this form are fully completed. In particular, the following should be noted –**

**Please also refer to the Policy Document for full details.**

- (a) To ensure that joint life cover is provided, the joint borrower must complete Part (2) in all cases.
- (b) If, during the term of the mortgage, joint borrower cover is added or removed, the joint borrower must complete Part (2) to be included in the scheme and the original single borrower must complete Part (3) at that particular time to include or remove a borrower. If you do not advise of any changes this may delay the processing of any future claim.
- (c) Joint Borrower is a person who has also entered into a mortgage agreement and whose name appears on the agreement.
- (d) Any fraudulent misstatement, misrepresentation or concealment by a Borrower(s), in respect of the benefits insured under the Master Policy, will render the insurance in respect of that Borrower(s) null and void.
- (e) Please note that the Mortgage Protection Insurance provides Disability Benefit up to age 65 or to the end of the mortgage term, whichever is earlier and in accordance with the Policy Document
- (f) Valid claims where the Disability is due to any mental condition, (including but not limited to nervous breakdown, depression and anxiety), are subject to a maximum of 24 month's benefit.
- (g) Death Benefit is provided for the Borrower and Joint Borrower (on a Joint Life First Death basis) up to age 75 or to the end of the mortgage term, whichever is earlier and in accordance with the Policy Document
- (h) Please note that in the event of a claim, the completed claim form must be forwarded to the Claims Administrators, Marsh Ireland Ltd., Spiddal, Co Galway, within 91 days of the incident date. If the Claims Administrators receive the claim form after this period, it may reduce the benefit payable as the incident date will then be taken as 91 days prior to receipt of the claim form.

# **APPENDICES**

**APPENDIX 1 – SALARY CERTIFICATE**

**APPENDIX 1A – HPL 1 FORM**

**APPENDIX 2 – SOCIAL WELFARE FORM**

**Appendix I - SALARY CERTIFICATE – (to be completed by First Applicants Employer)**

**EMPLOYMENT DETAILS**

Name of Employee: \_\_\_\_\_

Length of service with the company: Years \_\_\_\_\_ Months \_\_\_\_\_

Position held within the company: \_\_\_\_\_

The exact location of employment: \_\_\_\_\_

Is employment permanent? Yes  No

Is employee on probation period? Yes  No

So far are you able to tell will he/she continue to be in your service? Yes  No

If so, what is the maximum of such scale and by what annual increments reached?

\_\_\_\_\_

**SALARY DETAILS**

	<b>Guaranteed</b>	<b>Regular</b>	<b>Irregular</b>
Gross basic wage/salary: _____ p.a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overtime: _____ p.a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bonus: _____ p.a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commission: _____ p.a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other income*: _____ p.a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*Please give details of other income: \_\_\_\_\_

\_\_\_\_\_

**THIS SECTION IS TO BE COMPLETED BY AN AUTHOIRISED COMPANY OFFICAL**

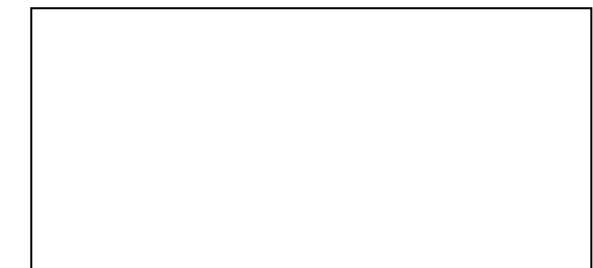
Signed by: \_\_\_\_\_

Position: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



Please authenticate with company stamp or seal

Tel Number: \_\_\_\_\_ Date: \_\_\_\_\_

THE INFORMATION GIVEN WILL BE TREATED IN THE STRICTEST CONFIDENCE

**Appendix I - SALARY CERTIFICATE – (to be completed by Second Applicants Employer)**

**EMPLOYMENT DETAILS**

Name of Employee: \_\_\_\_\_

Length of service with the company: Years \_\_\_\_\_ Months \_\_\_\_\_

Position held within the company: \_\_\_\_\_

The exact location of employment: \_\_\_\_\_

Is employment permanent? Yes  No

Is employee on probation period? Yes  No

So far are you able to tell will he/she continue to be in your service? Yes  No

If so, what is the maximum of such scale and by what annual increments reached?

\_\_\_\_\_

**SALARY DETAILS**

	<b>Guaranteed</b>	<b>Regular</b>	<b>Irregular</b>
Gross basic wage/salary: _____ p.a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overtime: _____ p.a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bonus: _____ p.a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commission: _____ p.a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other income*: _____ p.a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*Please give details of other income: \_\_\_\_\_

\_\_\_\_\_

**THIS SECTION IS TO BE COMPLETED BY AN AUTHOIRISED COMPANY OFFICAL**

Signed by: \_\_\_\_\_

Position: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



Please authenticate with company stamp or seal

Tel Number: \_\_\_\_\_ Date: \_\_\_\_\_

THE INFORMATION GIVEN WILL BE TREATED IN THE STRICTEST CONFIDENCE

Tel Number: \_\_\_\_\_ Date: \_\_\_\_\_

THE INFORMATION GIVEN WILL BE TREATED IN THE STRICTEST CONFIDENCE

**Appendix 1A - HPL1 Form – First Applicant**

THIS FORM IS TO BE FORWARDED TO THE FOLLOWING ADDRESS FOR COMPLETION:

***T.R.S UNIT, COLLECTOR GENERALS OFFICE, SARSFIELD HOUSE, LIMERICK***

YOUR FULL NAME (BLOCK LETTERS)	<input type="text"/>
PREVIOUS NAME (IF ANY)	<input type="text"/>
PRESENT ADDRESS	<input type="text"/>
PREVIOUS ADDRESS (IF ANY)	<input type="text"/>
PPS NUMBER (PRSI NUMBER)	<input type="text"/>

**TO BE COMPLETED BY INSPECTOR OF TAXES**

I hereby certify, in accordance with my records and to the best of my knowledge, that the above named person has not previously claimed income relief in respect of interest paid on money borrowed to purchase or build a dwelling.

**SIGNED**  **DATE**

**OFFICIAL STAMP**

**Appendix 1A - HPL1 Form – Second Applicant**

THIS FORM IS TO BE FORWARDED TO THE FOLLOWING ADDRESS FOR COMPLETION:

***T.R.S UNIT, COLLECTOR GENERAL OFFICE, SARSFIELD HOUSE, LIMERICK***

YOUR FULL NAME (BLOCK LETTERS)	<input type="text"/>
PREVIOUS NAME (IF ANY)	<input type="text"/>
PRESENT ADDRESS	<input type="text"/>
PREVIOUS ADDRESS (IF ANY)	<input type="text"/>
PPS NUMBER (PRSI NUMBER)	<input type="text"/>

**TO BE COMPLETED BY INSPECTOR OF TAXES**

I hereby certify, in accordance with my records and to the best of my knowledge, that the above named person has not previously claimed income relief in respect of interest paid on money borrowed to purchase or build a dwelling.

**SIGNED**

**DATE**

**OFFICIAL STAMP**

**Appendix 2**

**THIS FORM IS REQUIRED ONLY IF ONE APPLICANT IS ON SOCIAL WELFARE.**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**RSI Number:** \_\_\_\_\_

**In relation to the above named loan applicant I confirm that the following information is correct:**

**TOTAL AMOUNT OF UNEMPLOYMENT BENEFIT/ASSISTANCE RECEIVED FROM:**

1<sup>st</sup> January \_\_\_\_\_ to 31<sup>st</sup> December \_\_\_\_\_ = € \_\_\_\_\_

**CURRENT AMOUNT OF UNEMPLOYMENT BENEFIT/ASSISTANCE BEING RECEIVED**

€ \_\_\_\_\_ WEEKLY

**TO BE COMPLETED BY AN OFFICIAL OF THE DEPARTMENT OF SOCIAL WELFARE/EMPLOYMENT EXCHANGE**

I hereby certify, in accordance with my records and to the best of my knowledge, that the above named person is in receipt of social welfare payments.

**SIGNED**

\_\_\_\_\_

**DATE**

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

**OFFICIAL STAMP**

\_\_\_\_\_

# EXPLANATORY NOTES

## For the Completion of the Valuation Report Form

All Valuation Reports should be completed in full with no section left blank and no question left unanswered. All Valuation Reports should be signed and dated with the Valuer's stamp imprinted thereon. No amended valuation amounts, either by overwriting or by use of correction fluid, will be accepted. All Valuation Reports should be accompanied by a coloured photograph giving clear and unobstructed views of the property over which it is proposed that security be taken (the "Property") with the address of the Property and the date duly imprinted thereon.

### **Q.3. Location**

A.3. State if the location is urban or rural. If rural give the distance from nearest town/village, civic amenities, transport links etc.

### **Q.4. Give details of any other information which may affect future saleability**

A.4. Are there any unusual aspects regarding the Property and its environment e.g. rights-of-way, bad approach to the Property, adverse development plans, noise, smells, pylons, TC masts, flooding, vandalism or any similar factors that would negatively impact on future saleability.

### **Q.6. Is there any visual evidence of subsidence, settlement, land slip or ground heave?**

A.6. If there is evidence of damage arising from the above or through shoddy workmanship details are to be given. Valuer should also take into consideration obvious defects in neighbouring properties.

### **Q.7. Do you recommend a specialist report?**

A.7. If the Valuer is unable to determine the cause of a defect which could have relevance to the future condition/saleability of the Property then he should suggest a specialist report to comment upon the particular defect(s). Such reports should only be requested where deemed necessary and should not become routine.

### **Q.8. Are there any Rights of Way, easements or Way Leaves required/provided by the subject property?**

A.8. If there is evidence of any of the above on or over the Property please give details and advise on the likely impact on saleability.

### **Q.10. If the Property forms part of a development, please advise:**

A.10. All sections of this question must be answered to enable the Local Authority to form an overall view of the status of the development.

# VALUATION REPORT

## Important Notice

This valuation report ("Valuation Report") is intended to be a report of the Valuer's professional opinion of the property over which it is proposed that security be taken (the "Property") and includes a description of the Property and details of the market value of the Property, taking cognisance of all readily apparent defects and wants of reparation. It is a professional estimate of the market value of the Property ("Valuation") and does not purport to be a structural report. This Valuation Report recognises that (i) the inspection of the Property carried out by the Valuer was of a superficial nature and did not enable any conclusion to be reached regarding the presence of or absence of dry rot, wet rot, woodworm or beetle infestation, (ii) woodwork and other parts of the Property which are covered, unexposed or inaccessible were not inspected and (iii) services, including plumbing, drainage, heating, electrical, and gas (if appropriate) have not been tested, although confirmation (or otherwise) that such services are connected is provided. Accordingly, this Valuation Report does not warrant that the Property is soundly constructed and free from defects. The information given in this Valuation Report in relation to the identity of the Property, particulars of services and compliance with Planning and Bye-Law regulations is given subject to verification on legal investigation of title. All measurements and or descriptions are approximate. This Valuation Report is given solely for use by the relevant local authority that will advance, or consider advancing, finance to an individual or individuals on the security of the Property (the "Local Authority") for the purposes of assessing the adequacy of the value of the security to be taken by the Local Authority. Any intending purchaser of the Property should have the Property inspected by his/her own architect/engineer. In the event that the applicant(s) purchases the Property, this Valuation Report shall not be taken as any warranty, representation or otherwise by the Valuer, the Local Authority that the purchase price is reasonable. In the case of apartments, duplexes and other properties that involve a shared ownership of common areas, it is the responsibility of the applicant(s) to ensure that a properly constituted management company exists and that all its outstanding obligations have been complied with. This Valuation Report is solely for use by the Local Authority and should not be disclosed by the applicant or the Valuer to any third party. In the event of any such disclosure no responsibility is accepted by the Local Authority or the Valuer to any third party for the whole or any part of its contents.

1. Applicant's Name(s)

2. Property Address

3. Location: Urban  Rural

If rural, please describe, local amenities and access to property, including distance from nearest town and/or main road.

4. Give details of any other information which may affect future salability

5. In the case of a new home, what Structural Indemnity Cover is being provided?

Home Bond  Premier Guarantee  None

6. Is there any visual evidence of subsidence, settlement, land slip or ground heave? Yes  No

*If 'Yes', Provide Details*

7. Do you recommend a specialist report? Yes  No

*If 'Yes', Provide Details*

8. Are there any Rights-of-Way, easements or Way Leaves required/provided by the subject property? Yes  No

*If 'Yes', Provide Details*

9. Property Type

Apartment  Duplex  Terraced House  Semi-Detached  Detached

10. If the property forms part of a development, please advise:

How many units are in the development in total?

How many units are occupied?

How many units are unfinished?

Are there further phases to be developed? Yes  No

Are development works still in progress? Yes  No

11. If the property is an apartment/duplex, please advise:

How many storeys in the building?

On what floor(s) is the Property located?

Are common areas/landscaping being maintained by the management company? Yes  No

Is there a car parking space included in the purchase price? Yes  No

12. Essential Services – Water  Gas  Electricity  Sewerage  Central Heating

If serviced by a septic tank and/or private water supply, are they within the boundaries of the site? Yes  No

*If 'No', Provide Details*

Is the septic tank and percolation area the requisite distance from the dwelling? Yes  No

13. Accommodation – State number of each

Living Room  Bedroom  Kitchen  Utility Room  Bathroom

Shower Room  Private WC  Attic Conversion  Conservatory  Garage

14. Dimensions and Construction

Lot Size (sq m):	Gross Internal Living Area (sq m):
Walls:	Roof:
Floors:	Windows:

15. Are there any outstanding essential works necessary, including Roads, Footpaths, Services, Site Works, Boundaries and Decoration? Yes  No

*If Yes', Provide Details*

16. General Observations

17. Re-build cost for fire insurance (incl. prof. fees)

€

Give separate figure for out buildings

€

18. Present Value

€

Cost of Outstanding Works

€

Value on Completion

€

Valuer's Name:

Qualification

Name & Address of Firm \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Fax \_\_\_\_\_

Valuation Date: \_\_\_\_\_

Report Date: \_\_\_\_\_

Signature: \_\_\_\_\_

# DIRECT DEBIT FORM

## Instruction to your Bank to Pay Direct Debits

### Customer Details

Customer Number: \_\_\_\_\_

Tel. Number: \_\_\_\_\_

Mob. Number: \_\_\_\_\_

**Please complete parts 1 to 4 to instruct your bank to make payments directly from your account and then return the form to Waterford County Council.**

To: Waterford County Council, Finance Department, Civic Offices, Dungarvan, Co. Waterford
---

Originator's Identification Number

3	0	3	1	1	8
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1. Please write the name and full postal address of your bank and branch.

\_\_\_\_\_

2. Name of Account Holder

\_\_\_\_\_

3. Sort Code

Account Number

Banks may refuse to accept instructions to pay direct debits from some types of account

4. **Customer Authorisation:**

- I instruct you until further notice in writing to pay Direct Debits from my account with you on or after \_\_\_\_ day of **each month** unspecified amounts at the request of Waterford County Council.
- I will inform the Bank in writing if I wish to cancel this Instruction.
- I understand that if any direct debit is paid which breaks the terms of this Instruction, the Bank will make a refund.

Signature(s): \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_