



Declaration Form 申請聲明

By submitting the "Mortgage Loan and Home BonusPack Application Form" to Standard Chartered Bank (Hong Kong) Limited (the "Bank"), the applicant(s) are deemed to agree, declare and confirm the following:

申請人向渣打銀行（香港）有限公司（「銀行」）提交「樓宇按揭貸款及「樓按升級組合」申請書」，即表示同意、聲明及確認以下事項：

1. I/We, being the applicants of the mortgage loan application with the Bank (the "application"), represent and warrant that all information (including any documents) I/we have given to the Bank in connection with the application is correct, complete and not misleading. If this is not the case I/we understand that it may constitute the offence of fraud. If any incorrect, incomplete or misleading information has been provided by me/us in connection with the application the Bank may reject the application or if it has already been approved, the Bank reserves the right to cancel any related facilities.

本人/吾等，作為向銀行申請按揭貸款（「申請」）的申請人，聲明及保證就本申請給予銀行的一切資料（包括任何文件）均正確無訛且並無誤導。如有不實，本人/吾等明白可能會干犯欺詐罪。如本人/吾等就申請提供任何不準確，不完整或誤導資料，申請亦可能被銀行拒絕，即使申請已批准，銀行有權取消任何有關信貸設施。

2. I/We agree to seek for Bank's explicit consent before:
 - a) I/We am/are applying for, or will apply for, other loans before the drawdown of the mortgage loan; or
 - b) the use of property has been changed from self-use to investment or other purpose; or
 - c) any material change in circumstances of the occupant(s) and/or the applicant(s) and/or the declaration details including the occupant's relationship with relevant applicant or the occupant(s) cease(s) to occupy the mortgaged property.

本人/吾等同意在以下情況發生前尋求銀行的明確同意：

- a) 本人/吾等有其他正在申請的貸款，或會在按揭貸款提取前申請其它貸款。
- b) 按揭物業用途由自用變成投資或其它用途，及/或
- c) 將來有關住戶及/或申請人及/或其聲明詳情（包括住戶與有關申請人之關係的改變或住戶不再居住按揭物業）的任何實質改變。

3. I/We acknowledge that I/we shall be asked to pay a higher mortgage rate and be required to make a top-up payment if the property is no longer self-occupied subsequent to the drawdown of the loan.

如於提取按揭貸款之後物業不再自用，本人/吾等確認銀行將會要求本人/吾等支付更高的按揭貸款利率及須支付差額。

4. I/We acknowledge that I/we, in any capacity, shall be subject to credit re-assessment and asked to make a top-up payment if one or more of the circumstances set out in the clause 2 for seeking exemption arrangements of HKMA measures dated 14 September 2012 occur(s) subsequent to drawdown of the new mortgage loan.

如提取新按揭貸款日後有一個或多個在第二條款中涉及申請香港金融管理局在2012年9月14日所發出的樓宇按揭指引的豁免安排的情況發生，本人/吾等確認銀行將會要求本人/吾等重新審核按揭貸款及須支付按揭差額。

5. I/We acknowledge that the Bank reserves the right to request further proof for assessment in connection with the matters declared in the application.

本人/吾等確認銀行保留對申請上就有關的聲明事項要求提供進一步之證明以作評估的權利。

6. I/We acknowledge that the Bank may decline: (i) my/our application in its entirety; or (ii) if I/we have applied for more than one product or service in my/our application, any particular product or service, without giving me/us any reason for doing so. If this happens, no contractual relationship arises between the Bank and me/us in respect of any product or service requested in my/our application which the Bank has declined to provide to me/us.

本人/吾等確認銀行可以毋需提供任何理由下拒絕：（一）本人/吾等的整份申請；或（二）倘若本人/吾等之申請包括多於一項產品或服務，任何個別產品或服務。在此情況下如銀行拒絕提供任何產品或服務，銀行與本人/吾等之間並不產生任何合約關係。

7. I/We acknowledge that I/we shall be subject to credit re-assessment if any detail or information I/we have provided under the application or record changes subsequent to submission of the mortgage application form and before loan drawdown. The Bank may vary or withdraw any loan approval based on the results of the such credit re-assessment. I/We acknowledge that I/we shall be subject to credit re-assessment if any detail or information I/we have provided under the application or record changes subsequent to submission of the mortgage application form and before loan drawdown. The Bank may vary or withdraw any loan approval based on the results of the such credit re-assessment.

本人/吾等確認本人/吾等若在提交樓宇按揭貸款及「樓按升級組合」申請書後及提取貸款前任何貸款資料或紀錄如有任何變更，銀行將會根據最新資料再作信貸審批。審批結果將可能有別於較早前的審批結果，銀行亦有可能根據最新信貸審批而撤銷較早前的審批結果。

8. **I/We understand the Bank may obtain and check credit report(s) from the credit reference agencies every time when there is a change of particulars (including any applicants or other detail(s)) in respect of the application. Also, for the same application, the Bank may again obtain the consolidated credit report from the credit reference agencies when there is a notifying message in the credit report for the need to do the same provided by the credit reference agencies. The Bank will cancel the previous credit check enquiry and it will not affect the credit check count in my/our credit report with the credit reference agencies.**

本人/吾等明白銀行可能會於每次客戶要求更改有關申請的資料（包括任何有關所有申請人或其他資料）時向信貸資料服務機構查閱所有有關申請人的信貸報告。此外，於同一申請內，如信貸資料服務機構提供的信貸報告中包括指示需要重新查閱，銀行可要求信貸資料服務機構再提供全面的信貸報告；銀行並會取消之前的查詢紀錄，不會影響本人/吾等信貸報告中的查詢次數。

9. I/We understand and agree that the Bank will seek and review my/our credit report from credit reference agencies that have been or may be engaged by the Bank for the provision of Consumer Credit Reference Services and are approved for participation in the Multiple Credit Reference Agencies Model (also known as "Credit Data Smart") ("Credit Data Smart") in assessing the application or other credit facilities provided to me/us. Please contact the Bank's customer service hotline or refer to the Bank's website at "http://www.sc.com/hk/cds" for details.
- 本人/吾等明白及同意本行將會向包括已獲委聘或可能委聘「多家個人信貸資料服務機構營運模式」(統稱「信資通」)(「信資通」)的信貸資料服務機構索取及檢閱本人/吾等於信貸資料服務機構之信貸報告以作審視申請或其他提供予本人/吾等之信貸產品。詳情請聯絡本行的客戶服務熱線或瀏覽本行網頁"http://www.sc.com/hk/cds"。
10. I/We agree that my/our relevant consumer credit data will be shared by the Bank with selected credit reference agencies in Credit Data Smart and be also shared with a Type One Special Member (as defined under the Code of Practice for the Multiple Credit Reference Agencies Model) in relation to the provision of insurance coverage to the Bank.
- 本人/吾等同意本行將向獲准參與「信資通」的信貸資料服務機構分享本人/吾等的個人信貸資料的同時，亦可能向第一類特別會員共享(按《MCRA模式實務守則》定義)，以便向銀行提供保險保障。
11. I/We am/are entitled to request for a credit report from each credit reference agency approved for participation in Credit Data Smart without charge in any twelve-month period respective to each credit reference agency. Please refer to the Bank's website at "http://www.sc.com/hk/cds" for details and contact the relevant credit reference agencies directly.
- 本人/吾等知悉可在每十二個月內向獲准參與「信資通」的信貸資料服務機構免費查閱一份信貸報告，請瀏覽本行網頁"http://www.sc.com/hk/cds"直接與信貸資料服務機構聯絡。
12. I/We understand that sales staff of the Bank receives remuneration with reference to the performance of the relevant staff for promoting various banking and related services that provided by the Bank. The remuneration structure is subject to review by the Bank from time to time and includes salaries, incentives, bonuses, etc.
- 本人/吾等明白本行的銷售人員會因應其表現就推廣本行提供之金融及相關服務而獲取薪酬。薪酬結構包括薪金、獎金、花紅等等，本行將就其不時作出檢討。
13. I/We authorize the Bank to notify on my/our application status and related information via SMS to my/our mobile phone(s) when the Bank sees fit.
- 本人/吾等同意在銀行認為適當的情況下，銀行可以用手機短訊通知本人/吾等的申請狀況及有關資料。
14. **In case I/we have applied or I/we later decide to apply for additional finance secured by the property from the developer or other lending institution or entity, I/we undertake to notify the Bank immediately in writing, and seek for the Bank's prior written consent on, the details of such finance including but not limited to any cash rebate or other discount offer. I/We understand that any loan offer made by the Bank may be revised following such notification.**
- 如本人/吾等曾經申請或日後決定申請就物業由發展商或其它貸款機構或團體提供的二按貸款，本人/吾等承諾立即以書面通知銀行有關貸款的詳情並尋求銀行的事先書面同意，包括但不限於任何現金回贈或其它折扣優惠。本人/吾等明白，在作出上述通知之後，銀行提供的貸款條件可能會被作出修訂。**
15. For applications with guarantor(s) or provider(s) of security: I/Each of us hereby give consent to the Bank to provide the following information and/or documents relating to me/us to (1) any co-borrower, guarantor or provider of security in respect of any loan or credit facilities extended to me/us and/or (2) any solicitor acting for such co-borrower, guarantor or provider of security:
- (a) any financial information concerning me/us;
- (b) a copy of the contract and copies of the contracts from time to time evidencing the obligations to be guaranteed or secured or a summary thereof;
- (c) a copy of any formal demand for overdue payment which is sent to me/us, if I/we have failed to settle any overdue amount following a customary reminder; and
- (d) from time to time on request by any such co-borrower, guarantor or provider of security, a copy of the latest statement of account provided to me/us.
- 對於有額外提供擔保或抵押人士之申請人：本人/吾等同意銀行(一)可向任何聯名貸款人、提供擔保或抵押的人士或(二)其代表律師提供下列各項：
- (a) 任何有關本人/吾等的財務資料；
- (b) 不時簽訂的有關借款合約的副本或摘要，以示所擔保的義務；
- (c) 若本人/吾等在接獲例行的催繳款項通知後仍未清還逾期未付款項，提供已發給本人/吾等的任何有關逾期未付款項的正式還款通知的副本；及
- (d) 在聯名貸款人、提供擔保或抵押的人士不時要求下，提供已向本人/吾等提供的最近期結單的副本。
16. For applicants who are participating in a government housing assistance scheme: I/we understand that the Bank may disclose all details of the application to the Governmental Authority in order to process the application and authorise the Bank to do so.
- 如申請政府房屋資助計劃：本人/吾等明白並授權銀行可將所有細節提供與政府當局用作處理申請之用。
17. For applicants with co-financing loans: I/We further authorise the Bank (but the Bank is not obliged) to, after grant of any loan pursuant to the application (if any), from time to time disclose any information regarding me/us and my/our account particulars in respect of the loan to the developer or other lending institution which has provided any finance to me/us against the security over the property or their potential assignees, for the purpose of enabling their potential assignee to evaluate intended assignment of such finance.
- 於同時申請二按貸款之申請人：本人/吾等進一步授權銀行(但銀行並無責任)在申請獲批核(若有)後，不時將有關本人/吾等及本人/吾等貸款戶口的資料披露予已向本人/吾等提供物業抵押貸款的發展商或其它貸款機構或其可能的承讓人，以便其可能的承讓人能評估擬進行的上述貸款的轉讓。
18. For fire insurance application, I/we agree that:
- a) The Bank can send all my/our necessary personal or other data to the appointed insurer for processing. The application form will not constitute a contract of insurance. The policy terms and conditions will be issued to me/us upon acceptance of the application by the relevant insurer.
- b) Fire insurance must be arranged at my/our cost to protect the property securing the mortgage facility against the risk of fire at all times, for as long as the facility remains outstanding, through an insurance company as approved or arranged by the Bank.
- c) By selecting self-arrangement, I/we agree to provide the Bank with the original policy and premium receipt upon inception

and upon each renewal. If I/we fail to do so, the Bank will arrange fire insurance on my/our behalf and will debit the insurance premium from my/our account directly.

- d) By selecting bank arrangement, I/we consent to and hereby authorise the Bank to send all relevant data to the insurer for the purpose of processing the fire insurance application and the policy will be automatically renewed on annual basis. Notwithstanding the above, the Bank is not liable to me/us for any loss I/we suffer in connection with any lapse in insurance cover or failure to renew.
- e) Provision of insurance cover is at the sole discretion of the insurer. If insurance cover is provided, a contract of insurance between me/us and the insurer will be provided to me/us by the insurer and I/we will be bound by and have rights granted to me/us by that contract in accordance with its terms and conditions.
- f) Whilst the Bank will not be a party to any contract of insurance, the Bank must be noted on the contract of insurance as a beneficiary and/or interested party. If the Bank ask, I/we must give the Bank a copy of the policy.
- g) I/We understand that I/we may choose to take out a fire insurance policy (from an insurance company on the Bank's approved list or not), or to adopt the master fire insurance policy of the property (where this is acceptable to the Bank). If I/we wish to employ an insurance company not on the Bank's approved list, I/we understand that I/we have to follow the Bank's procedures involved and the minimum criteria to be fulfilled by the insurance company.
- h) I/We understand that I/we can choose the original loan value, the current loan value (if higher than the reinstatement value) or the reinstatement value as the sum insured. If I/we choose the reinstatement value, an annual valuation report from one of the Bank's approved surveyors will be required. Should you require the bank to obtain valuation report from a surveyor on your behalf, a valuation fee as stated in the bank's Service Charges – An Easy guide to banking fees will be charged.
- i) I/We understand that I/we will be fully responsible for any shortfall between the cost of reinstating the insured property and the payout of the fire insurance (if any).

對火險的申請，本人/吾等同意：

- a) 銀行將本人/吾等的申請資料提交特選保險公司用作批核處理。樓宇按揭貸款及「樓按升級組合」申請書不是保險合約。一旦申請被接納後，保險公司將發出保單及/或保險條款及細則給本人/吾等。
- b) 當按揭服務尚在償還期間，本人/吾等須自費安排火險以保障按揭服務的抵押物業，本人/吾等可透過銀行或經銀行核准之保險公司代安排。
- c) 如果選擇自行安排火險，即代表本人/吾等同意在保單生效後及每次續保後向銀行提供保單正本及保費收據正本。倘不如此行事，銀行將代表本人/吾等安排火險，並從本人/吾等的戶口中直接扣取保費。
- d) 如果選擇銀行安排火險，即代表本人/吾等同意並特此授權銀行就辦理火險申請向承保人發送所有相關資料，且保單將自動按年續期。此外，銀行不負責對閣下就承保範圍失效或未能成功續期蒙受的任何損失。
- e) 承保範圍規定乃由承保人全權酌情決定。倘承保範圍已作出規定，承保人將為本人/吾等提供本人/吾等與承保人訂立的保險合約，本人/吾等受該合約條款及細則約束並享有其授予的權利。
- f) 銀行不會參與結成任何保險合約，但保險合約必須指明銀行為受益人及/或當事人。本人/吾等必須在銀行的要求下向銀行提供保單副本。
- g) 本人/吾等明白本人/吾等可選擇(向不論是否在銀行的認可名單上的保險公司)購買火險保單，或採用有關物業的總火險保單(若為銀行所接受)。如本人/吾等希望聘請不在銀行認可名單上的保險公司，本人/吾等明白本人/吾等需跟隨銀行的手續及有關保險公司需符合的最低準則。
- h) 本人/吾等明白銀行已向本人/吾等提供可以原貸款額，現時貸款結欠(如高於重建價)或重建價作為投保額。若本人/吾等選擇重建價，本人/吾等需向在銀行認可名單上的測量師索取每年估價報告。若本人/吾等透過本行安排估價報告，銀行會從本人/吾等之戶口每年扣除服務收費—銀行服務收費一覽表所標明之估價費。
- i) 本人/吾等明白本人/吾等須負責支付保險賠償金額低於重建費用之間的全部差額(如有)。

19. For the appointment of solicitor(s), I/we acknowledge that:

- (i) I/We have to pay for the legal expense of both the solicitor who represents myself/ourselves and the solicitor who represents the Bank to prepare the mortgage facility;
- (ii) the Bank employs only a solicitor on the Bank's panel to represent the Bank;
- (iii) I/We have the right to engage my/our own solicitor, but where a panel firm is available, I/we may be required to engage a firm on the Bank's panel. If I/we engage a solicitor not on the Bank's panel, I/we may incur increased costs and/or delay in the documentation and disbursement process for additional work on the documentation review. The Bank will not be liable for losses or damages which I/we may incur or sustain in connection with me/us engaging my/our own solicitor.

有關律師的安排，本人/吾等同意：

- (i) 本人/吾等需支付代表本人/吾等本身及代表銀行擬備物業按揭的雙方律師的法律費用；
- (ii) 銀行有指定律師代表銀行；
- (iii) 本人/吾等有權委託獨立律師執行物業按揭事宜，但如銀行已有所列的指定律師，本人/吾等或會被要求委託銀行所列的指定律師。如果本人/吾等委託非銀行所列的指定律師執行物業按揭事宜，可能會因銀行律師覆核本人/吾等律師的文件而引致的額外手續而需支付較高費用，及/或延誤信貸文件和貸款發放程序。銀行不會因本人/吾等使用非指定律師而引致的損失或損毀而負責任。

20. For cross border application, I/we agree and authorise the Bank to obtain credit or financial information (including details of any of my/our facilities, security, transactions, balances or positions) or other necessary information in respect of me/us for the purpose of assessing or otherwise in connection with my/our application herein from any group companies of Standard Chartered PLC (including its subsidiaries, affiliates or branch or representative offices) in any jurisdiction, such as Standard Chartered Bank (China) Limited, to the extent the disclosure by such group company is permissible under the applicable law or regulation.

如屬跨境申請，本人/吾等同意並授權銀行可向任何渣打集團公司（包括其子公司、子公司或分行或代表辦事處）在任何司法管轄區，如渣打銀行（中國）有限公司，只要披露這種組公司是允許根據適用法律或法規，獲得信貸或財務資料（包括本人/吾等信貸設施、資產抵押、交易、結餘或財務現況等的任何細節），或其它作為評估或與本人/吾等之申請關連的必要資料。

21. I/We understand that I/we may prepay part of the mortgage facility if I/we fulfill a minimum loan balance or tenor requirement the Bank specifies on the Mortgage Loan Customer Services Request Form.

本人/吾等明白當本人/吾等償還部分按揭貸款時，本人/吾等需符合銀行於樓宇按揭貸款客戶服務申請表上說明之最低按揭貸款的餘額及貸款年期要求。

22. I/We agree that details of my/our mortgage loan account will be set out in Applicant 1's consolidated statement if I/we am/are applying for a MortgageOne[®] facility, Mortgage Saver or mortgage facility with mortgage deposit linked feature.
本人或吾等同意若本人或吾等的申請為MortgageOne[®]服務、「置慳息」按揭計劃或按揭服務連同按揭存款掛鈎服務，本人或吾等的按揭貸款戶口資料將於申請人一的综合月結單上顯示。
23. **Consent for Land Registry's e-Alert Service (only applicable to property owner(s) / mortgagor(s)) 土地註冊處的電子提示服務同意書 (只適用於物業持有人 / 按揭人)**
If I/we do not give the above consent, this will not necessarily mean my/our loan application will be denied, but the Bank may adopt more prudent measures in relation to my/our application, which may affect the terms of the loan, including but not limited to charging a higher interest rate or offering a lower loan-to-value ratio.
I/We* may withdraw my/our consent by notifying the Bank at any time, using the prescribed withdrawal of consent form. If I/we choose to withdraw my/our consent, the Bank reserves the right to change the existing terms of the loan, including but not limited to charging a higher interest rate or offering a lower loan-to-value ratio. The new rate will be applied to the respective mortgage(s) of properties listed on the application form starting 30 days upon receiving my/our withdrawal of consent form and until the mortgage(s) is/are fully settled. The Bank reserves the right to further change or alter the add-on rate or the loan-to-value ratio by giving 30 days prior notice to me/us.
* In the case of co-owned properties, if any co-owner signs the prescribed withdrawal of consent form to withdraw my/our consent, the Land Registry's e-Alert Service in relation to the relevant co-owned properties will be terminated.
若本人/吾等不提交以上同意書，不一定代表本人/吾等的貸款申請將被拒絕，但銀行可能對本人/吾等的申請採取更審慎的措施。這可能會影響貸款的條款，包括但不限於收取較高的利率或提供較低的按揭成數。
本人/吾等*可以隨時簽署撤回通知書以通知銀行撤回其許可，如果本人/吾等選擇撤回本人/吾等的許可，銀行保留更改現有按揭貸款條款的權利，包括但不限於收取較高的利率或提供較低的按揭成數。新利率將適用於本人/吾等在申請表格上列出的物業按揭，由銀行收到本人/吾等撤回同意書後三十天起開始，直至按揭貸款全數清還為止。銀行保留對本人/吾等作出三十天事先通知後進一步更改附加利率或按揭成數之權利。
* 如屬共同擁有之物業，當任何共同擁有者簽署撤回同意書以撤回其許可，土地註冊處將會終止相關共同擁有物業之電子提示服務。
24. I/We understand that if title deeds of the Property (whether in whole or in part) are provided in the form of electronic device such as compact discs ("CD Title Deeds"), the Bank reserves the right to, including but not limited to, revoke the approved offer, and seek independent legal advice on the legality of CD Title Deeds. I/We will be responsible for all related costs. I/We confirm that I/we have been given the opportunity to seek and will seek independent legal advice on any queries. I/we may have in relation to CD Title Deeds, the Bank's right and related costs in that regard.
本人/吾等明白，如物業的樓契(不論全部或部分)以電子形式提供，例如光碟(「光碟契」)，本行保留權留包括但不限於撤銷已批核的按揭報價，並就光碟契的合法性尋求獨立的法律意見。如有任何疑問，本人/吾等確認本人/吾等有機會或將會尋求獨立的法律意見。就此，本人/吾等需負責有關光碟契、本行權利及相關的費用。
25. I/We acknowledge and agree that the Bank may end any or all of our banking agreement, with reasonable notice to me/us, if at any time, as a result of my/our domicile, nationality, residency status, tax status, or any other relevant status, the provision or continued provision of any product or part of any product by the Bank, would or might in the Bank's reasonable opinion constitute a breach of the Bank's policy or any applicable law or requirement of any authority, or is not in accordance with the Bank's usual business practice and procedure. However, if circumstances which the Bank considers to be exceptional apply, the Bank does not need to give me/us any notice before the Bank ends the banking agreement. The Bank's rights under this clause do not affect any other right under any of the banking agreements and are subject to the giving of any notice, demand or lapse of time which is required by applicable law and cannot be excluded.
如因本人/吾等的居籍、國籍、居留身份、納稅身份或任何其他相關身份，導致任何產品或其任何部分的提供或繼續提供構成或在本行合理認為可能構成違反本行政策或任何主管當局之任何適用法律或要求，或不符合本行的慣常業務運作及程序，本人/吾等承認並同意，本行可在任何時候向本人/吾等發出合理通知而提出終止任何或全部關於某項產品的本行銀行協議。然而，在本行認為特殊的情況下，本行可以不給予閣下任何通知而終止本行銀行協議。本行於本條款下的權利不影響任何其他本行銀行協議下的權利，並受限於任何法律規定發出(亦不能排除)的通知、索求或時效間距。

If you wish to provide us with your feedback on our services, please refer to our Customer Feedback leaflet which sets out how you can reach us and what follow-up procedures we will take. The leaflet is available at all branches of the Bank upon request.

倘若您想對我們的服務提出意見，請參閱我們的「客戶意見」單張，單張內列出聯絡我們的方法及意見處理的程序。有關單張可在銀行各分行索取。

If there is any inconsistency or conflict between English and Chinese version, the English version shall prevail for all purposes.

如中、英文版本之文義有差異，在任何情況下概以英文文本為準。