

# **MORTGAGE TERMS AND CONDITIONS 2014 (ENGLAND & WALES)**



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## **IMPORTANT – PLEASE READ THIS FIRST**

- Some of the words and expressions used in these **Conditions** have a precise meaning whenever they are shown in “bold” type. The meanings are given in **Condition 1**.
- These **Conditions** are an important part of the **mortgage** between **you** and **us**, so **we** recommend that **you** keep them in a safe place along with all the other documents **we** send to **you**, in case **you** want to refer to them at a later date.
- **You** should read these **Conditions** carefully as they set out the basis on which **we** are prepared to lend to **you** and what **you** are agreeing to when **you** enter into the **mortgage** with **us**.
- **Your conveyancer** should explain the **mortgage** and **your** rights and responsibilities. **You** should ask **your conveyancer** if there is anything **you** feel **you** do not understand about these rights and responsibilities.
- Do not sign anything unless **you** are sure **you** understand the responsibilities **you** are taking on by entering into the **mortgage**.
- In these **Conditions** all money **you** owe **us** from time to time in respect of the **mortgage** is termed the **mortgage debt**. The **mortgage deed** however secures all money payable by **you** to **us** at any time on any account and not just the **mortgage debt**. This is termed the **secured liabilities**. The **secured liabilities** will include any type of liability, such as ones **you** owe with other people, on any type of account. It also includes any **additional borrowing** and any other sums payable to **us**, for example, **interest** or any **expenses** incurred by **us** if you breach any terms of the **mortgage**. Where there is more than one of **you** this still applies, even if any of **you** do not know about or agree to a **loan** or any **additional borrowing** made to one of **you**.
- The **loan** (and any **additional borrowing**) is repayable at once in certain circumstances, set out in **Condition 24**. If this happens, **we** have the right to demand repayment in full, seek possession of the **property** and/or sell the **property** and use the proceeds of the sale toward the **secured liabilities**.
- If the **property** does not sell for enough money to repay the **secured liabilities**, **you** remain liable for the shortfall.
- **You** must look after the **property** so that it keeps its value as **our** security.

### **Our right to transfer**

**We** may transfer all or some of **our** rights under the **mortgage** to anyone at anytime without advance notice to **you**. **You** agree to this. Please see **Condition 35**.

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## **A: Your responsibilities – a summary**

1. This part of the booklet contains a summary of **your** responsibilities to **us** under the **mortgage**. It is a summary only and does not replace anything else in this booklet. **You** must still read and agree to the whole of these **Conditions** and the other documents comprising the **mortgage**.

2. What **you** must do:

- (a) repay **us** the **loan**, any **additional borrowing** and any further amounts **you** owe **us** under the **mortgage** by the end of the **term** or earlier in line with the **mortgage**;
- (b) make **your monthly payments** by Direct Debit on each **payment day**;
- (c) pay all **our** legal, valuation and other fees and **expenses**, whether or not **you** decide to finally go ahead with the **loan**, as described in the **offer**;
- (d) if all or any part of the **loan** is being paid on an **interest only** basis **you** will still need to make separate arrangements to repay the relevant capital at the end of the **term**;
- (e) take out and maintain at **your** own cost throughout the **term** adequate insurance to cover loss and damage to the **property**;
- (f) keep the **property** in good repair at all times;
- (g) not give any person rights or create another **mortgage** over the **property**, or let or give up possession of the **property** or any part of it, without **our** written consent;
- (h) get **our** written consent before **you** materially alter the structure of the **property**, or add anything to it or demolish all or any material part of the **property**, or change its use;
- (i) **you** will use the **property** only as **your** main residence, unless **you** have **our** written consent to do otherwise;
- (j) if **your mortgage** is a buy to let one **you** will not use the **property** as **your** main residence or the main residence for members of **your** family, unless **you** have **our** prior written consent to do otherwise;
- (k) observe and keep to any restrictions mentioned in the title deeds to the **property**, and any planning laws and building regulations that apply to the **property**;
- (l) tell **us** immediately if **you** are having difficulty meeting **your monthly payments** or if **your** financial circumstances change.

3. What **we** may do:

- (a) if **you** fail to make any **monthly payments** or **you** do not keep to any of **your** main responsibilities under the **mortgage** (or in certain other circumstances set out in these **Conditions**), **we** may demand repayment in full and seek a court order so that **we** can take possession and/or sell the **property** or other security. If **we** have to sell the **property** or other security, **we** will do so for the best price **we** can reasonably obtain in the circumstances, having taken advice on the price it should be sold for and the best method of sale;
- (b) from time to time **we** may ask **you** to provide details of the insurance **you** have taken out to cover loss or damage to the **property** and provide evidence that the insurance is in place;
- (c) **we** may use any savings **you** have with **us** to recover all or some of the **mortgage debt** which is outstanding.

## **B: Conditions**

### **1. Definitions**

In these **Conditions** certain words and expressions have special meanings which **we** set out below.

<b>“additional borrowing”</b>	Any money <b>we</b> agree to lend to <b>you</b> after <b>completion</b> of the <b>original loan</b> which was not included in the <b>original loan</b> .
<b>“application documentation”</b>	The application information (including supporting declarations) relating to <b>your mortgage</b> .
<b>“Bank of England official Bank rate”</b>	The rate decided by the appropriate committee of the Bank of England from time to time as being the Bank of England base rate. If for any reason is it not possible to determine such rate the <b>Bank of England official Bank rate</b> will be such other rate which <b>we</b> reasonably decide is a comparable rate at the time.
<b>“borrower”</b>	The named person(s) to whom the <b>offer</b> was issued.
<b>“business day”</b>	Any day other than Saturday, Sunday, or a day which is a public holiday or bank holiday in England and Wales.
<b>“completion”</b>	The date on which a <b>loan</b> is first released to <b>you</b> or <b>your conveyancer</b> as all conditions to it have been satisfied.
<b>“conditions”</b>	These mortgage conditions.
<b>“conveyancer”</b>	The solicitor or licensed <b>conveyancer</b> who will manage the transfer of legal title to the <b>property</b> and/or the granting of the <b>mortgage</b> .
<b>“expense”, “expenses”</b>	The reasonable costs and expenses <b>we</b> have to pay or incur in connection with the <b>mortgage</b> or the <b>mortgage debt</b> in relation to: (a) providing a service in connection with the <b>mortgage</b> or the <b>property</b> ; (b) collecting or recovering all or any of the <b>mortgage debt</b> ; (c) bringing or defending any legal proceedings relating to the <b>mortgage</b> , the <b>mortgage debt</b> , the <b>property</b> or any other security for the <b>mortgage debt</b> ; (d) protecting, preserving, or enforcing any security for the <b>mortgage debt</b> ; (e) providing or refusing to grant any consent or approval as required under these <b>Conditions</b> ; (f) insuring the <b>property</b> in accordance with these <b>Conditions</b> ;

- (g) remedying any breach of the **mortgage** by **you** or any of **your** responsibilities under the **mortgage**;
- (h) exercising or enforcing any of **our** rights or powers under the **mortgage** or under law;
- (i) releasing the **property** or any other security we hold in respect of the **mortgage debt**.

**Our expenses** will include fees, costs, charges, and expenses which **we** have to pay to third parties. **Our expenses** may be charged by way of those fees set out in the **tariff** from time to time.

<b>“guarantee”</b>	Means a guarantee of all or part of the <b>mortgage debt</b> .
<b>“guarantor”</b>	Means a person who is not the <b>borrower</b> but is giving a <b>guarantee</b> .
<b>“interest”</b>	The interest <b>you</b> pay on the <b>mortgage debt</b> .
<b>“interest only”</b>	A <b>loan</b> or a part of a <b>loan</b> under which each <b>monthly payment</b> , (or part of a <b>monthly payment</b> if relevant) is comprised solely of the amount <b>you</b> must pay in <b>interest</b> and does not include any amount as repayment of the capital. This is identified in the <b>offer</b> .
<b>“interest rate”</b>	The rate or rates of <b>interest</b> which <b>we</b> charge on the <b>mortgage debt</b> as set out in the <b>offer</b> . These may change under <b>Conditions 5.5, 7, 8</b> or <b>9</b> and as set out in the <b>offer</b> , but will be subject to any <b>minimum interest rate</b> .
<b>“intermediary”</b>	The person or company who introduced <b>you</b> to <b>us</b> and who may receive payment or commission or both from <b>us</b> .
<b>“Libor interest period”</b>	The period beginning two <b>business days</b> before a <b>quarter day</b> and ending two <b>business days</b> before the following <b>quarter day</b> or, if sooner, the last day of the <b>term</b> .
<b>“Libor”</b>	The London Interbank Offered Rate being the rate at which sterling deposits are offered for a three month period quoted at or about 1100 hours (London local time) on the <b>quarter day</b> . The rate is: <ul style="list-style-type: none"> <li>(a) the rate quoted on the appropriate page of the Telerate Monitor Screen or any such screen or service that may replace it; or</li> <li>(b) if no such service is available <b>Libor</b> will be</li> </ul>

another rate which **we** reasonably decide is a comparable rate for three month sterling deposits at the time.  
The rate will be rounded up to two decimal places.

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“loan”	The <b>original loan</b> , any <b>additional borrowing</b> and any refinancing or replacement amounts in respect of these.
“LPA”	The Law of Property Act 1925.
“minimum interest rate”	The lowest <b>interest rate we</b> will charge on all or, if relevant, a part of the <b>mortgage debt</b> from time to time as set out in the <b>offer</b> .
“monthly payment”	The amount which <b>you</b> must pay <b>us</b> each month, the initial amount of which is set out in the <b>offer</b> . <b>We</b> may change the <b>monthly payment</b> under <b>Condition 13</b> .
“mortgage account”	The record <b>we</b> maintain of the <b>mortgage debt</b> from time to time.
“mortgage debt”	All of the money which <b>you</b> owe <b>us</b> under the <b>mortgage</b> at any time including: (a) the <b>loan</b> ; (b) any unpaid <b>interest</b> , fees, <b>expenses</b> and any early repayment or other charge; and (c) if <b>you</b> are a <b>guarantor</b> , any amount under any <b>guarantee</b> .
“mortgage deed”	The document under which <b>you</b> give <b>us</b> security over the <b>property</b> , and which includes these <b>Conditions</b> .
“mortgage”	The agreement between <b>you</b> and <b>us</b> as set out in the documents referred to in <b>Condition 4.1</b> . In each case this includes any changes <b>you</b> and <b>we</b> agree, or which <b>we</b> are entitled to make, from time to time.
“offer”	(a) for the <b>original loan</b> , the written <b>offer</b> by <b>us</b> to lend the <b>original loan</b> to <b>you</b> ; (b) for any <b>additional borrowing</b> , the written <b>offer</b> by <b>us</b> to lend additional borrowing to <b>you</b> ; (c) for any <b>loan</b> replacing or varying any of these, the relevant written <b>offer</b> by <b>us</b> . The <b>offer</b> also includes these <b>Conditions</b> . It also includes any changes to the <b>offer</b> and replacement <b>offer we</b> make in writing and which <b>we</b> notify to <b>you</b> .

“original loan”	The first <b>loan</b> which <b>we</b> make to <b>you</b> which is still outstanding.
“payment day”	The day in each month on which <b>you</b> must make the <b>monthly payment</b> . <b>We</b> will tell <b>you</b> what that date is after completion. Each subsequent <b>payment day</b> will occur on the same date of each subsequent month thereafter. The <b>payment day</b> may be changed under <b>Condition 14</b> .
“property”	The <b>property</b> described in the <b>mortgage deed</b> over which <b>we</b> will take a <b>mortgage</b> as security and where there is more than one, references are to each and every such <b>property</b> .
“quarter day”	The 1st day of each March, June, September, and December or, if that day is not a <b>business day</b> , the next <b>business day</b> that follows.
“repayment mortgage”	A <b>loan</b> or part of a <b>loan</b> under which each <b>monthly payment</b> (or part of a <b>monthly payment</b> if relevant) includes a repayment of the capital element of the <b>mortgage debt</b> as well as a payment towards <b>interest</b> . This is identified in the <b>offer</b> .
“rules”	The Rules of the <b>Society</b> from time to time (as varied in accordance with the Rules).
“secured liabilities”	The <b>mortgage debt</b> and any other money, indebtedness or liabilities which <b>you</b> or any of <b>you</b> owe or may owe to <b>us</b> from time to time on any account and in any manner (whether individually or with others) except for any money payable under any agreement regulated by the Consumer Credit Act 1974 which does not expressly provide that the agreement is secured by the <b>mortgage deed</b> .
“security document”	The <b>mortgage deed</b> , any <b>guarantee</b> and any other document creating a security interest, encumbrance or charge <b>we</b> hold from <b>you</b> at any time which secures the <b>mortgage debt</b> .
“Society”	Saffron Building Society.
“Standard Variable Rate”, “SVR”	The rate of <b>interest we</b> publish on <b>our website</b> or elsewhere from time to time as <b>our Standard Variable Rate</b> (or any equivalent replacement to this <b>we</b> introduce) as identified in the <b>offer</b> and varied from time to time in accordance with <b>Condition 7</b> (or the equivalent rate of any <b>transferee</b> if any <b>transferee</b> has such a rate and uses it following notification under <b>Condition 7</b> ).



“tariff”	<b>Our tariff</b> of fees and charges as in place from time to time.
“term”	The period in which the <b>mortgage debt</b> must be repaid by <b>you</b> set out in the <b>offer</b> , and the same as may be changed under <b>Condition 13</b> .
“transfer”	A transfer, assignment, mortgage, sale or other disposition of rights and or interest.
“transferee”	Any person who is a successor, assignee or <b>transferee</b> of the <b>Society</b> or any other <b>transferee</b> , such that they are entitled to exercise all or any of their rights under or in respect of the <b>mortgage</b> .
“valuation”	A report made for <b>us</b> which <b>we</b> will use to assess the condition and value of the <b>property</b> and the suitability of the <b>property</b> to act as security for the <b>loan</b> .
“we”, “us”, “our”	The <b>Society</b> and any <b>transferee</b> .
“website”	saffronbs.co.uk or any other <b>website we</b> tell <b>you</b> about.
“you”, “your”, “yours”	Refers to (i) each <b>borrower</b> (and all of them together if there is more than one); and (ii) each <b>guarantor</b> (and all of them together if there is more than one). In each case this includes: (a) personal representatives; and (b) any person to whom title to the property passes. Each of <b>you</b> is fully responsible to <b>us</b> for the full <b>mortgage debt</b> if there are more than one of <b>you</b> (subject to any specific limit in any <b>guarantee</b> ).

## 2. **Interpretation**

- 2.1. If the **offer** is not consistent with these **Conditions**, the **offer** will prevail.
- 2.2. In these **Conditions**:
  - (a) references in the singular include the plural, and the other way around;
  - (b) references to the masculine include the feminine, and the other way around;
  - (c) where a law is referred to, it applies to all amendments and replacements in force from time to time; and
  - (d) the expressions “includes” and “including” do not limit the meaning of any other words.
- 2.3. The headings used in these **Conditions** are for convenience only and do not affect their interpretation.

## 3. **Rules**

- 3.1. If **you** are not already a member of the **Society** **you** are admitted to membership (but this will not apply to any of **you** who is acting as a **guarantor**).
- 3.2. Members of the **Society** are bound by the **rules**, a copy of which is available from **our website**.
- 3.3. **You** agree to comply with the **rules** so long as **you** are a member of the **Society**.
- 3.4. In the event of a conflict between the **rules** and any other document forming part of the agreement for the **mortgage**, the other document shall prevail.
- 3.5. If **your** membership of the **Society** arises solely by virtue of the **mortgage**, a transfer of the **mortgage** by the **Society** under **Condition 35** may result in **your** ceasing to be a member of the **Society**.

## 4. **Your agreement with us**

- 4.1. The agreement for the **mortgage** between **you** and **us** is made up of:
  - (a) the information and declarations provided in the **application documentation**;
  - (b) these **Conditions**;
  - (c) the **offer**;
  - (d) the **mortgage deed**;
  - (e) any other **security documents**;
  - (f) the **tariff**; and
  - (g) the **rules**.

## 5. **The offer**

- 5.1. **You** must not alter the **offer**. If **you** want to change anything in the **offer you** must contact **us**, directly or through **your intermediary**. If **we** agree a change, **we** will send **you** a new **offer** and **we** will be bound only by the details in the most recent **offer**.
- 5.2. Until **we** make the **loan**, the following apply:
  - (a) if the **loan** does not go ahead **you** must pay any fees or **expenses we** have incurred as set out in the **offer**;
  - (b) **we** can change the **offer** or withdraw it altogether as set out in the **offer**. If **we** do change the terms, **we** will send **you** a new **offer** and **we** will be bound only by the details in the most recent **offer**.
- 5.3. **We** are not obliged to make any **loan** until all requirements in the **offer** have been met.
- 5.4. If the **offer** says that **we** will make a **loan** in instalments, or that **we** will hold back any money, **we** will only release the instalments or amounts held back if **you** keep to the terms of the **mortgage**.
- 5.5. If the **interest rate** is variable it may change before, on or after **completion** as provided in these **Conditions**.
- 5.6. **You** must complete and return to **us** the Direct Debit mandate supplied to **you**.

## 6. **Interest**

- 6.1. The **interest rate** is an annual rate. **Interest** will accrue at the **interest rate** on the **mortgage debt** on a daily basis.
- 6.2. The **interest rate** charged will be as set out in the **offer** and in the case of variable rates, will vary from time to time. Notwithstanding everything else in these **Conditions** under no circumstances will the **interest rate** be less than any applicable **minimum interest rate**.
- 6.3. **We** will debit the **loan** to the **mortgage account**, along with any fees or other **expenses** added to it on **completion**. If the **loan** is made by instalments, or if any amount is retained by **us** at **completion**, **we** will debit the **mortgage account** with each instalment or amount retained when **we** pay the relevant amount to **you** or **your conveyancer**.
- 6.4. **Interest** will be charged from the date on which **we** debit the **mortgage account** or, in the case of **expenses we** incur (including any charge by way of fee) and so debited, from the first day of the following month. **We** will charge **interest** up to and including the date **you** repay the **mortgage debt**.
- 6.5. **Interest** will accrue on a daily basis on the **mortgage debt** at the **interest rate** and **interest** for a calendar month will be charged to the **mortgage account** on the first day of each calendar month. Payments made to reduce the **mortgage debt**, including those that form part of **your monthly payment**, will reduce the amount on which **we** calculate **interest** from the date payments are paid to the **mortgage account**.
- 6.6. Any **interest** which is not paid when due will itself form part of the **mortgage debt** and bear **interest** from the first day of the calendar month following its due date until it is paid.
- 6.7. **We** will continue to charge **interest** at the **interest rate** after any court order requiring **you** to pay the whole of any part of the **mortgage debt**.
- 6.8. If **we** change **our** systems and procedures then **we** may change the method

**we** use to apply and calculate **interest**. Any such change must not be detrimental to **you**. **We** will tell **you** at least 30 days before any such change.

- 6.9. A **transferee** may change the method of calculating **interest** described in this **Condition 6** to reflect the **transferee's** procedures and will tell **you** of the same at least 30 days before any such change. Any such change must not be detrimental to **you**.

## **7. Changes to the Standard Variable Rate**

- 7.1. **We** may reduce the **Standard Variable Rate** at any time.
- 7.2. **We** may increase the **Standard Variable Rate** in a manner proportionate to the reasons for the increase at any time if one or more of the following reasons apply:
- (a) There has been, or **we** reasonably expect there to be in the near future, a general trend to increase interest rates on mortgages generally or mortgages similar to **yours**;
  - (b) **we** need to fund an increase in the interest rates **we** pay to **our** funders (including the rates **we** offer on deposit accounts);
  - (c) **we** wish to adjust **our** interest rates to maintain a prudent level of stability in the interests of **our** members, investors, depositors or shareholders (as applicable) as a whole;
  - (d) there has been, or **we** reasonably expect there to be in the near future, a general increase in the risk of shortfalls on the accounts of mortgage borrowers (whether generally or **our** mortgage borrowers only) or;
  - (e) to reflect changes (or reasonably anticipated changes) in relevant laws, regulatory requirements, codes of practice, decisions of courts or an Ombudsman or changes in market conditions (including changes to rates of interest by other UK mortgage lenders).
- 7.3. **We** will give **you** at least 10 **business days** notice of any change to the applicable **interest rate** after the **mortgage** has started.
- 7.4. **Your monthly payment** will be recalculated following a change in the applicable **interest rate**.
- 7.5. A **transferee** may use its own **Standard Variable Rate** in place of the then current **Standard Variable Rate**. If so, it will notify **you** at least 30 days prior to such change. For the avoidance of doubt this new rate will become the **Standard Variable Rate** and may be varied in accordance with this **Condition 7**.

## **8. Changes to Libor linked rate**

- 8.1. If the **interest rate** is described as linked to **Libor** in the **offer**, the **interest rate** for any **Libor interest period** will change to reflect any changes to **Libor** from time to time.  
The **offer** sets out how and when this change will happen.
- 8.2. **Your monthly payment** will be recalculated following a change in the applicable **interest rate**.

- 9. Changes to Bank of England official Bank rate linked rate**
- 9.1. If the **interest rate** is described as linked to **Bank of England official Bank rate** in the **offer** the applicable **interest rate** will change to reflect any changes to the **Bank of England official Bank rate** from time to time. The **offer** sets out how and when this change will happen.
- 9.2. **Your monthly payment** will be recalculated following a change in the applicable **interest rate**.
- 10. The mortgage**
- 10.1. **You** must sign a **mortgage deed** giving **us** a first legal charge over the **property**.
- 10.2. **We** require satisfactory legal approval to the title which **you** have or will have to the **property** and confirmation that the requirements set out in **our** instructions to the **conveyancer** are met. **You** must have a good and marketable title to the **property** free from any restrictions, encumbrances, or other matters which might adversely affect its value or marketability.
- 10.3. The security created by the **mortgage deed** is the only security which is allowed to exist over the **property** without **our** written consent.
- 11. Repayment of the mortgage**
- 11.1. **You** agree to repay the **loan** with **interest** at the **interest rate** by the **monthly payments** over the **term**. If **you** have an **interest only mortgage**, **you** agree to repay the outstanding balance of the **mortgage debt** on the last day of the **term**.
- 11.2. In any case, **you** agree that the **mortgage debt** must be repaid in full on or before the last day of the **term**.
- 12. Monthly payments**
- 12.1. **You** will make a **monthly payment** to **us** on each **payment day**, except where the **payment day** is not a **business day**. Where the **payment day** is not a **business day** the **monthly payment** will be due on the first **business day** after the relevant **payment day**.
- 12.2. **You** will make each **monthly payment** by Direct Debit from an account nominated by **you** and approved by **us**, or any other method agreed by **us**.
- 12.3. Any money which **you** pay **us** will be treated as received by **us** only when **we** receive the money in cleared funds.
- 12.4. To the extent that **you** have a **repayment mortgage**, each **monthly payment** will include both an amount in payment of the capital part of the **mortgage debt** and an amount in payment of **interest** on the **mortgage debt** for the relevant month. In these circumstances **we** will calculate the **monthly payment** to ensure the capital is repaid over the **term**.
- 12.5. To the extent that **you** have an **interest only mortgage**, each **monthly payment** will only be an amount in payment of the **interest** on the **mortgage debt** for the relevant month and will not include any amount to repay the capital part of the **mortgage debt**.
- 12.6. For the purpose of calculating the **monthly payment** **we** may assume that each month is an equal 12th part of the year.
- 12.7. After **completion**, **we** may require **you** to make an adjusted payment to reflect the period between **completion** and the end of the first month. This may be

more or less than **your** usual **monthly payment**. **We** will write to **you** to let **you** know the exact amount involved after **completion**.

### **13. Changes to the monthly payment or the term**

13.1. The amount of the **monthly payment** and the **term** are set out in the **offer**. **We** may vary the amount of the **monthly payment** and/or the **term** from time to time for any of the following reasons:

- (a) changes to the **interest rate**;
- (b) changes to the **mortgage debt** (including any new amounts which **we** lend to **you**, shortfalls in expected payments, payments in excess of expected payments, and **expenses** applied to the **mortgage account**);
- (c) mutually agreed changes to the **monthly payments** or the **term**;
- (d) changes to ensure the **mortgage debt** is fully repaid by the end of the **term**;
- (e) changes to or from an **interest only mortgage**; and
- (f) the granting or withdrawal of any concession.

13.2. If **we** calculate the amount of a new **monthly payment**, and/or a new **term**, **we** will still be entitled to demand immediate payment of any shortfall of **monthly payment** and other money which **you** owe at the time of the recalculation. The recalculation will not mean that **we** agree to not take any action which **we** could take under the **mortgage**.

13.3. **We** will tell **you** of any changes to the **monthly payment** or the **term** in one of the ways set out in **Condition 36**. **We** will give **you** at least 10 **business days** notice of any change.

### **14. Changes to the payment day**

14.1. **We** may change the **payment day** from time to time for any of the following reasons:

- (a) to accommodate changes in technology or **our** systems; or
- (b) to accommodate the technology or systems of a **transferee**.

14.2. **We** will tell **you** of the change in one of the ways set out in **Condition 36**. The notice will be given a reasonable amount of time before the change takes effect and this will be at least 30 days.

14.3. **You** can change the **payment day** if **we** agree. **We** will act reasonably in considering such a request from **you**.

### **15. Early repayment and overpayments**

15.1. **You** may make early repayment of all or part of the **mortgage debt** or make overpayments at any time before the end of the **term**. The **offer** describes whether any early repayment charge will be payable.

### **16. Application of payments**

16.1. **We** can apply any payment made by **you** against any part of the **mortgage debt** which **we** reasonably decide (subject to any legal or regulatory requirements). **Our** current policy is to apply the payment amount:

- (a) primarily to **interest** due; with remaining amount being used
- (b) secondarily to unpaid **expenses**; with any remaining amount being used
- (c) to pay outstanding capital.

16.2. This order may change in accordance with **our** reasonable requirements.

## **17. Use of purchase funds**

17.1. If **you** are using the **loan** to purchase the **property**:

- (a) the purchase price must be as stated;
- (b) the purchase price must not in any way be reduced nor must any part of it be left outstanding on **completion**;
- (c) the full purchase price must pass through **your conveyancer's** client account;
- (d) unless **we** have given **our** express written consent **you** must provide the balance of any purchase money from **your** own resources. The balance must not be provided by any other loan, whether secured on the **property** or not, and it must not be provided by anyone else in return for any rights in the **property**;
- (e) **you** must not be purchasing the **property** as a nominee or trustee for anyone else, nor must anyone else be given any option or other right to buy it from **you**, unless **we** have consented in writing.

## **18. Occupation**

- 18.1. **You** must occupy the **property** as your main residence unless **we** say in the **offer** that the **loan** is for an investment property.
- 18.2. **You** must have vacant possession of the whole of the **property** at **completion** - unless **we** say in the **offer** that the **loan** is for an investment property and you are letting the **property** in compliance with the **offer**.
- 18.3. If **we** say in the **offer** that the **loan** is for an investment property, neither **you** nor **your** family may occupy the **property** at any time without **our** prior written consent.
- 18.4. **You** must tell **us** before **completion** of anyone who is or will be 17 years old or greater at **completion** who will be living at the **property** with **you** who has not signed the **mortgage deed** (unless the **property** is then let in compliance with the **offer** and such person is living at the **property** as part of that letting). Any such person must sign a Deed of Consent in **our** standard format making any interest they have in the **property** subject to the **mortgage deed**.

## **19. Valuations and revaluations**

- 19.1. The purpose of any **valuation** carried out on **our** behalf is only to help **us** to decide if the **property** is an adequate security for the **loan**. **You** should not rely on the **valuation** for any purpose at all.
- 19.2. If **we** give **you** a copy of a **valuation** it is for information only. **We** are not providing a warranty for the value of the **property** or its condition or that any price **you** are paying is reasonable. The valuer is not **our** agent. If **we** have given **you** a copy of the **valuation** carried out on **our** behalf, a copy may also have been sent to **your conveyancer**.
- 19.3. The **valuation** may indicate certain works have to be carried out on the **property**. If the **offer** does not specify a particular period within which these works must be carried out, they must be carried out as soon as practical after **completion**. If a time period is specified in the **offer**, the works must be carried out within that period.
- 19.4. If the **offer** states **we** will hold back some of the **loan** on **completion** until work specified is carried out, that money will not be released until the work has been carried out to **our** satisfaction. **We** will send that money directly to **you** once **we** are satisfied the work has been carried out.

- 19.5. In addition to any re-inspections required prior to the release of funds as set out in the **offer**, **we** may, at **our** cost, obtain further valuations of the **property** from time to time during the **term** to ensure it remains an adequate security for the **loan**. **You** will grant **our** valuer reasonable access to the **property** on reasonable notice in order to carry out a **valuation**. Such **valuations** are for **our** benefit only. **We** may choose to disclose them to **you** but **we** are not obliged to do so. If **we** do give **you** a copy of such a further **valuation** please note that such reports are subject to the same terms as referred to in **Conditions 19.1** and **19.2** above.
- 20. Expenses**
- 20.1. **You** must pay **our expenses** in full when **we** demand them.
- 20.2. **We** will use reasonable efforts to give **you** prior notice of **expenses**.
- 20.3. If **you** do not pay an **expense we** will debit the **expense** to the **mortgage account** and it will form part of the **mortgage debt**. **Interest** will be charged on it as described in **Condition 6.4**.
- 20.4. A copy of the current **tariff** is provided with the **offer**. **You** may also obtain a free copy of the **tariff** from **our website** or at any time on request. **We** will also send **you** a copy of the **tariff** each year if there have been any changes to it.
- 20.5. If **we** comply with the requirements set out in **Condition 20.7**, **we** may change any of the fees shown in the **tariff** to reflect, in a proportionate manner, changes **we** reasonably incur or reasonably anticipate incurring in **our** administrative costs and charges for doing work or providing services (including without limit costs resulting from changes in law, regulation, decisions of courts or an Ombudsman, reasonable changes in **our** systems or those of a **transferee** and reasonable changes in costs **we** pay to third parties).
- 20.6. **We** may add new fees to the **tariff** to reflect reasonable and appropriate changes in the nature of the services **we** provide.
- 20.7. The requirements for **Condition 20.5** are:
- (a) **we** must not make changes more frequently than once a year; and
- (b) if **we** increase a fee, **we** will ensure that the increase is no greater than is justified by the reason or reasons for making it.
- 21. Insurance**
- 21.1. The **property** must be insured at **your** cost from **completion** against all loss and damage and covering such risks as **we** reasonably require and in accordance with the **offer**. The insurance must be maintained either:
- (a) by **you**; or
- (b) by a landlord or other party where required under the terms of a lease.
- 21.2. Where **you**, or a landlord or other party, insure the **property**, **you** must ensure that cover is maintained throughout the **term**, and that:
- (a) the minimum amount of cover must be the reinstatement value of the **property**;
- (b) **you** must provide **us** with reasonable details of the insurance and evidence satisfactory to **us** (acting reasonably) that it is in force whenever **we** reasonably ask **you** to;
- (c) **you** must tell **us** if **you** change the insurance in any way;
- (d) **you** must not do anything which could make it difficult or expensive to keep the **property** insured;



- (e) where relevant, **you** make a claim for damage covered by the policy unless put right by **you** or any other insured.
- 21.3. The insurer must be approved by **us** (acting reasonably) and hold all authorisations required by law.
- 21.4. **We** are not under any obligation to check the adequacy of the insurance cover.
- 21.5. **You** must tell **us** promptly of any damage that may give rise to a claim under the insurance.
- 21.6. **You** will hold any money **you** receive under the insurance on trust for **us** and promptly pay it to **us**.
- 21.7. **We** have full power to settle and adjust claims under the insurance with the insurer.
- 21.8. Any money payable under the insurance will be used as **we** reasonably decide after consulting with **you**:
  - (a) to make good the loss or damage in respect of which the money is payable; or
  - (b) to reduce or repay the **mortgage debt**.
- 21.9. Where **you** fail to maintain or procure insurance in accordance with this **Condition 21 we** may procure insurance and pay any premiums and other costs, which for the avoidance of doubt will be **expenses** for which **you** will be liable.
- 21.10. **We** may keep any remuneration or benefit which **we** receive if **we** arrange the insurance of the **property** and **we** are not under any duty to give **you** details of any remuneration or benefit **we** receive.
- 21.11. If **we** have the right to insure the property under **Condition 21.9** but cannot find an insurer who will insure it on acceptable terms, **we** may instead take out a policy to cover **us** against the risk of **our** suffering financial loss because the **property** is uninsured.

## **22. The mortgage deed**

- 22.1. The **mortgage deed** secures the repayment of the **mortgage debt** and the rest of the **secured liabilities**.
- 22.2. Section 93 of the **LPA** does not apply to the **mortgage deed**. This means that if **you** want to redeem the **mortgage debt we** can require **you** to repay any other loan or liabilities **you** have with **us**.
- 22.3. The **mortgage deed** is a continuing security for the **secured liabilities**. This means that **we** do not have to discharge the **mortgage deed** after **you** have paid the **mortgage debt** until **you** have also repaid the rest of the **secured liabilities**.
- 22.4. Where **you** sign the **mortgage deed, you** charge to **us**:
  - (a) any rights **you** have under any agreement or guarantee relating to the **property**;
  - (b) any rights **you** have to claim damages in relation to the **property** (such as a claim arising from a misrepresentation about the value of the **property** or against someone who has damaged the **property**);
  - (c) any rights **you** have to shares in a management or residents' company or similar association because of **your** interest in the **property**;
  - (d) all easements and rights which benefit the **property**;
  - (e) any right **you** may have to compensation or insurance money payable in respect of the **property**;

- (f) any right **you** may have to extend the term of any lease of the **property** or to take a new lease or acquire the freehold or other such interest in the **property**; and
  - (g) any leasehold or freehold interest in the **property** which you acquire after the date of the **mortgage deed**.
- 22.5. **You** will take any action which **we** reasonably request **you** to in respect of the rights set out in **Condition 22.4**. If **we** request, **you** will sign a document assigning any of these rights to **us** as security for the **secured liabilities**. This document will be prepared by **us** and will incorporate these **Conditions**.
- 22.6. If, on realisation of **our** security, the net proceeds are not enough to repay all of the **mortgage debt**, **you** will pay the shortfall to **us** immediately. Any shortfall will bear **interest** at the **interest rate** until the **mortgage debt** is paid in full. **Interest** will be charged at the **interest rate** after any court order requiring **you** to pay the whole or any part of any shortfall.

### **23. Your duties in respect of the property**

23.1. **You** agree that **you** will:

- (a) keep the **property** in good repair and condition (and put it into good repair and condition if it is not at any time);
- (b) keep all the utilities and any testing systems on the **property** in good working order;
- (c) allow **us** to enter the **property** on reasonable prior notice:
  - i. to inspect it;
  - ii. to carry out work which **we** have requested **you** to do and which **you** have failed to do within a reasonable time;
- (d) (if **you** receive any notices about the property):
  - i. send **us** a copy within a reasonable time;
  - ii. keep to the requirements of the notice, and **our** reasonable requirements about the notice;
- (e) keep to all restrictions, covenants and laws which affect the **property** or its use;
- (f) pay all taxes, rates, charges and other money payable for the **property** on time and produce the receipts to **us** within a reasonable period if **we** ask **you** to;
- (g) not carry on (nor allow to be carried on) any trade or business at the **property**; and
- (h) (if the **property** is leasehold):
  - i. comply in full with **your** duties under the lease;
  - ii. send **us** a copy of any legal notice which **you** give in respect of the lease;
  - iii. inform **us** of any proposal to convert the leasehold title to commonhold;
  - iv. (if the term of the lease of the **property** is extended or if **you** acquire the freehold of the **property**) sign a new **mortgage deed**, incorporating these **Conditions**, giving **us** a legal charge over the extended term or the freehold interest if **we** ask **you** to.

23.2. **You** agree not to do any of the following without first obtaining **our** written consent:

- (a) materially alter the structure of the **property** or add anything to it or demolish all or any material part of the **property** or change its use. Where necessary, **you** must also obtain the approval of the local planning authority to the changes;

- (b) grant or agree to grant any lease, tenancy or licence of the **property** unless **you** are letting the **property** in compliance with the **offer** (and any right **you** have under the **LPA** to grant leases does not apply);
- (c) create or allow to exist any security over the **property** other than the **mortgage**;
- (d) dispose of, share or part with possession of the **property** or any of it (unless **you** are letting the **property** in compliance with the **offer**);
- (e) if the **property** is leasehold, surrender the lease, agree to any changes in its terms or break any of its terms so as to allow the landlord to forfeit the lease;
- (f) if the **property** is subject to a lease, accept or grant a surrender of that lease or agree to change any of its terms;
- (g) leave the **property** empty for more than one month (unless **you** are letting the **property** in compliance with the **offer** and **you** are making reasonable efforts to let the **property**);
- (h) allow any person other than **you** to be registered as the proprietor of the **property**;
- (i) knowingly cause or allow the **property** to become contaminated land under relevant law; or
- (j) negotiate, settle or waive any claim for loss, damage or compulsory purchase in respect of the **property**.

23.3. Where **our** consent is required to anything set out in this **Condition 23**, this will not be unreasonably withheld or delayed. **We** may charge a fee as described in the **tariff** for considering **your** request for consent, whether or not **we** give consent.

23.4. **You** will bear the cost of complying with **your** obligations under these **Conditions**. If **you** do not keep to these **Conditions**, **we** can do anything which **you** should have done under those **Conditions** on **your** behalf. If **we** do, **you** will be responsible for any **expenses we** have to pay.

## **24. Events on which the mortgage debt becomes payable**

24.1. **We** will have the power to sell the **property** given to us by Section 101 of the **LPA**. This power will be available to **us** from the date of the **mortgage deed** but **we** will only use it as set out in **Conditions 24.2 - 24.4** below.

24.2. If any of the following happens and **we** demand repayment, **you** will repay the **mortgage debt** at once:

- (a) **you** fail to make any two or more **monthly payments** (whether consecutive or not) in full when due;
- (b) **you** fail to repay the **mortgage debt** at the end of the **term**;
- (c) **you** breach any of **your** other material responsibilities to **us** under the **mortgage**, and such breach is either incapable of remedy or, if capable of remedy, is not remedied within such reasonable period of our requiring it as **we** specify in writing;
- (d) a bankruptcy order is made against any of **you** or any of **you** applies for an interim order or enters into any composition or arrangement with or for the benefit of creditors generally (or anything equivalent happens in any other jurisdiction);
- (e) (if **you** are or include a body corporate) a petition is presented for **your** winding-up or **you** are ordered to be wound up or a resolution is passed for

**your** voluntary winding-up (save with **our** prior written consent for the purpose of reconstruction or amalgamation only) or **you** enter into administration or any composition or arrangement for the benefit of **your** creditors (or anything equivalent happens in any other jurisdiction);

- (f) if a mortgagee or other person with an interest in the **property** or any of them takes proceedings for possession or to realise their interest or otherwise to enforce their interest;
- (g) if any other event occurs which **you** have agreed in writing with **us** makes the security enforceable;
- (h) the **property** is sold, abandoned or compulsorily purchased;
- (i) **we** become aware of any misrepresentation in or omission from any information supplied to **us** about **you** or the **property**, and that misrepresentation or omission has or would have had a material effect on **our** decision to make the **loan**, and for the avoidance of doubt in the above events “**you**” includes any one or all of **you** and/or any **guarantor**.

24.3. If any of the events set out in **Condition 24.2** above have occurred and **we** have demanded repayment, **we** may do any of the following things:

- (a) require **you** to leave the **property** so that **we** may take possession of the **property** or, if the **property** is let, collect the rent;
- (b) sell, agree to sell, or grant an option over the **property** and any other security for the **mortgage debt** on any terms **we** reasonably decide, using the power of sale conferred by the **LPA** as varied by these **Conditions**. The restrictions on the power of sale in Section 103 of the **LPA** will not apply;
- (c) appoint a receiver as described in **Condition 25**;
- (d) exercise all the other powers conferred on mortgagees by the **LPA** or by a receiver under these **Conditions**;
- (e) vary, end, renew or accept surrenders of leases or tenancies of the **property**:
  - i. with or without a premium or other compensation or consideration including the payment of money to a lessee or tenant on a surrender;
  - ii. with any rights relating to other parts of the **property**;
  - iii. containing any covenants on the part of **us** or anyone else;
  - iv. generally on terms which **we** think fit;
- (f) make any arrangements or compromises about any lease of the **property**, any other security for the **mortgage debt**, any covenants, conditions or restrictions relating to the **property** or anything else;
- (g) grant or agree to grant a lease or tenancy of the whole or any part of the **property** (and the restrictions on granting leases in Section 99 of the **LPA** do not apply to **us**);
- (h) carry out repairs, improvements, alterations or additions to the **property**;
- (i) apply for any planning and other consents;
- (j) as **your** agent (and at **your** cost), remove, store, sell, rent or in any other way deal with any of **your** furniture or goods or those of any other person staying in the **property** after **we** have given written notice to **you** requiring them to be removed. **We** will not be responsible for any loss or damage caused by exercising this power unless **we** failed to take reasonable care in dealing with the furniture or goods.

24.4. **We** will only exercise the powers referred to in **Condition 24.3(e)** to **(j)** where **we** reasonably consider it is appropriate to do so to protect **our** security or

obtain a favourable disposal of the **property**.

- 24.5. No purchaser who acquires an interest in the **property** is obliged to see whether this **Condition 24** has been complied with.

## **25. Appointment of receivers**

- 25.1. As described in **Condition 24.3(c)** **we** may appoint in writing one or more persons to be receivers of all or part of the **property**. These persons may or may not be officers or employees of **ours**. The restrictions contained in Section 109 of the **LPA** will not apply to **us**.
- 25.2. Where **we** appoint more than one receiver they may be given power to act either together or on their own.
- 25.3. **We** may from time to time agree the charges of any receiver and may remove the receiver and appoint someone else.
- 25.4. The receiver shall (so far as the law allows) be **your** agent. **You** alone will be liable for anything which he does or fails to do and for his charges.
- 25.5. A receiver will have and be entitled to exercise all powers given by the **LPA** to a receiver and all powers given to **us** by these **Conditions** and (subject to **Condition 24.4**) also to enter and take possession of the **property**.
- 25.6. Any money received by the receiver in the exercise of his powers shall be (so far as the law allows) applied by him in the following order:
- (a) firstly, in payment of the costs, charges and expenses relating to his appointment and the exercise of all or any of his powers;
  - (b) secondly, in payment of his charges;
  - (c) thirdly, in payment to **us** of the **secured liabilities**, and any balance after this shall be paid to the person entitled to it.

## **26. Guarantors**

- 26.1. Where any of **you** are acting as a **guarantor** this **Condition 26** also applies.
- 26.2. **We** shall be entitled to make demand on the **guarantor** even though **we** may not have sought or intend to seek to enforce **our** rights or remedies against the **borrower** or any other person or security held.
- 26.3. Whenever **we** want and without discharging or otherwise affecting **our** rights **we** may:
- (a) vary the terms of or renew or determine any credit or other facilities made or to be made available to the **borrower** by **us**;
  - (b) take such security (whether by way of mortgage or guarantee or otherwise) as **we** may from time to time think fit;
  - (c) exchange, release, modify, refrain from perfecting or enforcing or otherwise deal with any such security **we** may hold;
  - (d) grant time, indulgence, to or compound with, the **borrower** or any other person;
  - (e) do or omit to do any act or thing which but for this provision might discharge or otherwise affect **your** liability.
- 26.4. **We** may (without being under any obligation to do so) do any of the above without notice to the **guarantor**.
- 26.5. **Our** rights in respect of any **guarantor** will not be discharged or otherwise affected by any invalidity, unenforceability or defect in any other security (whether by way of mortgage, guarantee or otherwise) which **we** now hold or

may at any time hold.

- 26.6. The **guarantor** agrees as a separate and independent primary obligation to reimburse **us** against all loss occasioned by or arising from any legal limitation or affecting the **borrower** or any person acting or purporting to act on behalf of the **borrower** (including any lack of authority in such person).
- 26.7. Any discharge or release of the **guarantor's** liability will be conditional upon no security or payment by the **borrower** or the **guarantor** to **us** being avoided (whether under any statutory provision relating to insolvency or otherwise). If any such security or payment is avoided the **guarantor** agrees that **we** can recover the value of such payment together with **interest** as if there has been no discharge of the said liability.
- 26.8. Even when the **guarantor's** liabilities have been paid in full **we** may decline to release any security for such period as **we** in **our** reasonable discretion think fit to enable **us** to satisfy ourselves that any payment will not be challenged whether as a preference given by the **borrower** or in any other way. In the event of such challenge, the **guarantor** agrees that such security and any other security for its liability will remain in effect unless and until the challenge is resolved.

## **27. Management companies and shared ownership leases**

- 27.1. If **you** hold a share in a management or residents' company or similar association because of **your** interest in the **property**, **you** will if required by **us** deposit any share certificate with **us** together with a signed share transfer form with the name of the transferee left blank.
- 27.2. **We** will be entitled to do any of the following things on **your** behalf:
- (a) transfer the share to any person to whom **we** have sold the **property** under **our** power of sale and receive any consideration for that transfer;
- (b) exercise any voting rights as a result of **our** having taken possession of the **property**.

## **28. Mistakes**

- 28.1. If **we** make a mistake in calculating the amount payable by **you** or make any other mistake about the **mortgage** this will not affect any of **our** rights, including **our** ability to claim the right amount from **you** either before or after the **mortgage** has been released, with **interest** at the **interest rate** until repayment.
- 28.2. A letter from **us** or receipt of payment stating the **mortgage** has been repaid in full does not prevent **you** from being personally liable if **we** later find out that the amount of the **mortgage debt** was understated by mistake. **We** will act reasonably in exercising **our** rights.
- 28.3. This **Condition** does not affect any legal rights **you** may have as a result of the **mortgage debt** being understated.

## **29. Separation of terms & forbearance**

- 29.1. Each of the terms in these **Conditions** (or any part of them) is separate from the others. If **we** cannot enforce any particular term (or any part of a term) this will not prevent **us** from enforcing other terms or the remaining parts of a term.
- 29.2. If **we** decide to relax any term or not enforce any of **our** rights, this will

not affect **our** rights or powers in any way.

- 29.3. If **you** do not comply with any of the terms of the **mortgage** and **we** do not take action, **we** will still be able to take action if **you** fail to comply with any term in the future.

### **30. Variations**

- 30.1. In addition to **our** rights to make changes under **Conditions 5, 6, 7, 8, 9, 13, 14, 16** and **20** from time to time **we** may vary the terms of these **Conditions** for one of the following reasons:

- (a) to make them easier to understand;
- (b) to make them fairer to **you**;
- (c) to correct an error in a way that is not detrimental to **you**;
- (d) to ensure compliance with any law, regulation or code of practice or any change in the way they are applied or interpreted;
- (e) to reflect an improvement in **our** services to **you**.

- 30.2. **We** will tell **you** in advance of any changes to these **Conditions** **we** make under **Condition 30.1** in writing in accordance with **Condition 36**.

### **31. Third parties**

- 31.1. Nobody will have any rights in relation to the **mortgage** under the Contracts (Rights of Third Parties) Act 1999.

### **32. Personal information**

- 32.1. **We** will use any information **you** provide to **us** or that **we** obtain or generate relating to **you** in connection with **our** dealings with **you** only in accordance with any declaration **you** have made or consent **you** have given.

### **33. Power of attorney**

- 33.1. For the purposes of securing **our** interest in the **property**, **you** appoint **us** and any receiver appointed by **us** to be **your** attorney. The attorney will be legally entitled to do things on **your** behalf and the attorney's acts will bind **you** as though **you** had done them.
- 33.2. **You** agree to sign any document and do anything else which **we** reasonably request **you** to do in order to:
- (a) perfect or improve any security created or intended to be created for the repayment of the **mortgage debt**;
  - (b) help the exercise or the proposed exercise by **us** of any of **our** powers under the **mortgage**; or
  - (c) protect, manage or sell the **property** or any other security for the repayment of the **mortgage debt**.
- 33.3. Under the power of attorney, **we** may execute any document or do anything which **you** are required to do under these **Conditions**.
- 33.4. **We** will be entitled to delegate **our** power of attorney to third parties where this is reasonable in order to help the exercise of **our** powers.
- 33.5. **We** will not be liable for anything which is done under the power of attorney unless **we** have not used reasonable care in exercising the power.
- 33.6. **You** may not revoke this power of attorney until the **secured liabilities** have been fully repaid.

### **34. Set-off and consolidation of accounts**

- 34.1. If any of the events set out in **Condition 24.2** above have occurred, whether or not **we** have demanded repayment of the **mortgage debt**, **we** can:
- (a) combine or consolidate all or any liabilities and accounts **you** have with or to us at the time and/or
  - (b) where **you** have any account with **us** which is in credit we can set-off or transfer any credit balance on any one or all of such accounts towards repayment of any of the **mortgage debt** which is due and payable.
- 34.2. **We** are not obliged to give **you** prior notice before exercising any of **our** rights under this **Condition 34**.

### **35. Our right to transfer**

- 35.1. **We** can **transfer** all or any of **our** rights under the **mortgage** at any time.
- 35.2. If **we** make a **transfer** of **our** rights under the **mortgage**, the **transferee** can exercise **our** rights and enforce **your** duties to the same extent as **we** could before the **transfer**. Any **transfer** will not reduce **your** guarantees or rights.
- 35.3. **You** have consented to **transfers** in **your application documentation** and in these **Conditions** and **we** can make a **transfer** of **our** rights without any further consent from **you**.
- 35.4. **We** may provide any actual or potential **transferee**, any rating agency, or any advisors of any of the foregoing, any information about the **mortgage**, the **mortgage account**, **you** or the **property**.

### **36. Notices**

- 36.1. If these **Conditions** require notice to be given to **you** by **us**, notice will be given in one of the following ways:
- (a) by first or second class post addressed to **you** at the **property** or such other correspondence address within the United Kingdom which **you** have notify to **us**;
  - (b) by email, to the latest current email address **we** hold for **you**; or
  - (c) by any other method which is available by law.
- 36.2. Anything sent by post will be deemed to have been received by **you** by noon on the day after it is posted (in the case of first class post) or the second day (in the case of second class post), even if it never arrives or is returned undelivered and notwithstanding the death of the addressees. Anything sent to **you** by email will be deemed to have been received and read by **you** upon completion of successful transmission.
- 36.3. If there is more than one of **you**, a notice addressed to just one of **you** will count as a notice to all of **you**, except where **we** have agreed addresses for correspondence with one or more of **you**, in which case **we** will send an additional notice to that address.
- 36.4. Any communication to **us** must be in writing and delivered either personally or by first or second class post addressed to **our** address in the **offer** or to any other address **we** may from time to time notify to **you** for this purpose, and will not be effective unless **we** have actually received it.



**37. The entire agreement**

37.1. The **mortgage** contains the entire terms agreed between **you** and **us**.

**38. Applicable law & jurisdiction**

38.1. The **mortgage** is governed by English law, and the courts of England and Wales have jurisdiction over any claim or dispute arising from the **mortgage**.

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