



**Registration of a Charge**

Company name: **8-10 POPE STREET LIMITED**

Company number: **11357606**



X8FR2E3T

Received for Electronic Filing: **09/10/2019**

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**Details of Charge**

Date of creation: **01/10/2019**

Charge code: **1135 7606 0007**

Persons entitled: **CASTLE TRUST CAPITAL PLC (CRN: 07454474)**

Brief description: **10 POPE STREET, LONDON, SE1 3PR (TITLE NUMBER: TGL513812)**

**Contains fixed charge(s).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BETHANY HARGREAVES ON BEHALF OF TLT**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11357606

Charge code: 1135 7606 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st October 2019 and created by 8-10 POPE STREET LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2019 .

Given at Companies House, Cardiff on 10th October 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

# MORTGAGE DEED

IMPORTANT NOTICE: THIS IS A FORMAL DOCUMENT CREATING LEGAL RIGHTS AND OBLIGATIONS. WE RECOMMEND THAT YOU CONSULT YOUR SOLICITOR OR OTHER INDEPENDENT LEGAL ADVISER BEFORE EXECUTING THIS DOCUMENT

Date:	1 October 2019	Loan ref:	804421
We are:	Castle Trust Capital plc (Company No. 07454474), whose registered office is 10 Norwich Street, London, EC4A 1BD which includes our successors and assignees.		
You are:	8-10 Pope Street Limited		
Property:	means the property known as 10 Pope Street, London, SE1 3PR registered at H.M. Land Registry under Title Number TGL513812		
Conditions:	are the Castle Trust Serviced (Buy To Let) Mortgage Terms and Conditions Version 3.		
We includes "us" and "our". You includes "yourself" and "your".			

## EXECUTED as a DEED by

8-10 Pope Street Limited

acting by

REDACTED BY  
TLT.  
(Signature)

Giorgio Viventi, a director  
(Print name)

in the presence of:

REDACTED BY  
TLT.  
(Witness Signature)

Witness Full Name:  
(in BLOCK CAPITALS)

Witness Address:

Witness Occupation:

8-10 Pope Street Limited

acting by

(Signature)

, a director  
(Print name)

in the presence of:

(Witness Signature)

Witness Full Name:  
(in BLOCK CAPITALS)

Witness Address:

Witness Occupation:

Form of charge filed at H.M. Land Registry under reference MD1511P

Castle Trust PO Box 6986 Basingstoke RG24 4XF Tel. 0345 241 3979 www.castletrust.co.uk

Castle Trust is the trading name of Castle Trust Capital plc (Company no. 07454474). Castle Trust Capital plc is registered in England and Wales. Registered office, 10 Norwich Street, London EC4A 1BD. Castle Trust Capital plc is authorised and regulated by the Financial Conduct Authority.

\*You will incur the same call costs as if you were calling an 01 or 02 landline which are often included in your monthly allowance. Your calls may be recorded or monitored for training purposes

804421 ML LTD 2019/806 12:121



### Transaction Details

The attached Guarantee and Indemnity and Certificate of Confirmation of Independent Legal Advice to the Guarantor relate to the transaction with the details set out below:

<b>Borrower means:</b>	8-10 Pope Street Limited
with registered number:	11357606
and registered address:	2Nd Floor Regis House 45 King William Street London EC4R 9AN
<b>First Guarantor means:</b>	Mr Giorgio Viveni
whose address is:	33 Albert Bridge Road, London, SW11 4PX
<b>Second Guarantor (if any) means:</b>	Mr James Alexander Viveni
whose address is:	Flat 9, Melton Court, Onslow Crescent, London, SW7 3JQ
<b>Third Guarantor (if any) means:</b>	
whose address is:	
<b>Fourth Guarantor (if any) means:</b>	
whose address is:	
<b>Property means:</b>	10 Pope Street, London, SE1 3PR



**CASTLE TRUST CAPITAL PLC**

**SERVICED BUY TO LET MORTGAGE  
TERMS AND CONDITIONS  
Version 3**

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## **1 Pre-conditions**

Before the Loan is made to you the following conditions must be satisfied, along with any Additional Conditions. Failure to satisfy any of the conditions listed below or any Additional Conditions will mean that we will be under no obligation to make the Loan and you may be liable to pay us for expenditure we have incurred as set out in the Loan Agreement and these Mortgage Terms and Conditions.

- 1.1 All persons holding legal title to the Property (whether or not Borrowers) must satisfy all anti-money laundering and fraud assessments conducted by us in respect of the transaction.
- 1.2 All persons holding legal title to the Property (whether or not Borrowers) must execute and deliver to us or our solicitors or licensed conveyancer (as we direct) the Mortgage Deed.
- 1.3 If any person who is not a Borrower executes the Mortgage Deed, you must deliver to us a letter from a solicitor or licensed conveyancer certifying that the solicitor or licensed conveyancer has explained the nature of the Mortgage to that person, that person is authorised to sign on behalf of the Borrower, and that person understands and accepts the legal consequences of the Mortgage.
- 1.4 The legal formalities regarding registration of the Mortgage must be completed and we must have received a Certificate of Title (or a suitable alternative) from your solicitor or licensed conveyancer in a form acceptable to us.
- 1.5 Neither any of the Borrowers, nor any Related Person of the Borrowers may live in the Property. The Property must be let (or actively marketed to be let) on commercially reasonable terms to Permitted Tenants under a Permitted Tenancy, unless otherwise agreed with us in writing.
- 1.6 Any Guarantees required pursuant to the Loan Agreement must have been duly executed with the Guarantors having received independent legal advice in relation to their obligations.
- 1.7 You must have insurance in place in respect of the Property that complies with these Mortgage Terms and Conditions.
- 1.8 The Written Valuation relating to the Property (i) must be acceptable to the Lender and (ii) must be dated no earlier than 90 calendar days before the date the Loan is due to be made to you.

In the event that you do not satisfy both (i) the conditions listed above, and (ii) the Additional Conditions (if any) within a reasonable period of time (as determined by the Lender in its sole and absolute discretion), then the Lender may unilaterally terminate this Agreement without notice.

## **2 The Loan**

The Loan must be borrowed in one amount and must be borrowed within the period we specify in writing to you - if not, the Agreement will terminate on that date.

## **3 Fees and charges**

- 3.1 You must pay an Arrangement Fee to us for setting up the Loan for you as set out in the Loan Agreement. Part of the Arrangement Fee may, if you wish, be included within the amount of the Loan and paid as part of the Loan when the Loan is repaid.
- 3.2 You must pay a valuation fee for any Written Valuation (the "**Valuation Fee**"). We will let you know what the fee is before any Written Valuation is done.
- 3.3 You must pay all our other fees and costs which are set out in the Tariff. You must pay such fees and costs whether or not you decide to borrow the Loan.

- 3.4 You must pay the other costs and fees relating to the administration of the Loan at the point at which you repay the Amount You Owe Us in full unless otherwise specified in these Mortgage Terms and Conditions. The current amounts are set out in the Tariff.
- 3.5 We may change our fees and costs over time (where changes are (a) reasonable, and (b) a fair reflection of any changes to costs which we incur in carrying out the activity for which the relevant charge is made) by (i) changing the amount of any fees and costs and/or (ii) introducing new fees and costs to reflect the nature of the work we do. We will give you a copy of our current Tariff at any time on request.

## **Repayment**

### **4 Payments you must make**

- 4.1 You agree to pay us:
- 4.1.1 the Monthly Payment each month; and
  - 4.1.2 the Amount You Owe Us in full by the end of the Term,  
pursuant to this clause 4.
- 4.2 You agree to make the Monthly Payments by direct debit unless you get our written consent to making them by some other method (such written consent to be made at our sole and absolute discretion and imposing any conditions deemed necessary or desirable by us) or we require you to make them by some other method, for any reason. We may change the method for making the Monthly Payments at any time by giving you not less than 30 days' notice in writing.
- 4.3 We will work out the Monthly Payment so as to provide that:
- 4.3.1 where the Loan or part of the Loan is covered by an Interest-Only Scheme (as specified in the Loan Agreement), you will only be paying Interest; and
  - 4.3.2 any part of the Loan which is not covered by an Interest-Only Scheme is repaid with Interest by the end of the Term.
- 4.4 You are responsible for repaying any amount of Loan which is covered by an Interest-Only Scheme by the end of the Term. If you have chosen to meet your obligations under this Agreement by selling the Property, you are responsible for ensuring that the Property is sold by the end of the Term and that you repay the Amount You Owe Us by then.
- 4.5 Without limiting any other rights we have under the Agreement (including our rights under clause 7), if at any time you are two months late in making any payment due under the Agreement, we may give you notice:
- 4.5.1 cancelling any Interest-Only Scheme that applies to your Loan; and
  - 4.5.2 increasing the Monthly Payment so that it provides for the Loan which was covered by the Interest-Only Scheme to be repaid with Interest by the end of the Term.
- 4.6 You must pay the Monthly Payment on the Payment Date every month. The Payment Date is determined as follows:
- 4.6.1 the first Payment Date will be the date we notify to you after the Original Lending Date;
  - 4.6.2 unless the Payment Date is changed under clause 4.7, the Payment Date after the first Payment Date will be the day of the month which you notify to us before the Original Lending Date as your chosen Payment Date (which may be any day

other than the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of the month). If you do not notify us of your chosen Payment Date before the Original Lending Date or if we determine (at our sole and absolute discretion) that setting the Payment Date to a particular day of the month would make the administration of your Mortgage Account more efficient, then we will set the Payment Date for you and notify you.

- 4.7 We may (at our sole and absolute discretion) change the Payment Date to another day in the month if:

4.7.1 you request us to make the change and:

4.7.1.1 your request asks us to change the Payment Date to a day other than the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of the month; and

4.7.1.2 you have not made a previous request to change the Payment Date during the last 12 months; or

4.7.2 we are required to do so due to a necessary or desirable change to the administration of your Mortgage Account.

- 4.8 If the Payment Date changes under clause 4.7, we will write to tell you when the changed Payment Date will come into effect, and how this affects the Monthly Payment. The first Monthly Payment you make after the changed Payment Date may be a larger or smaller amount than your usual Monthly Payment (depending on whether the interval between the last of the old Payment Dates and the first of the new Payment Dates is longer or shorter than normal).

- 4.9 We may change the Monthly Payment at any time by giving you notice. The change will come into effect on the date stated in the notice (which will not be earlier than the date when we give the notice).

- 4.10 We may change the Monthly Payment for any of the following reasons:

4.10.1 if an interest-free period has begun or come to an end;

4.10.2 if the Interest Period has changed upon a change in the Payment Date (however long ago the change came into effect);

4.10.3 if we have released any part of a Loan which we were keeping back;

4.10.4 if the amount of Loan changes for any reason pursuant to this Agreement;

4.10.5 if you have paid us less or more than is necessary to ensure that the Amount you Owe Us is repaid within the Term (this applies even if we have made a mistake in working out the Monthly Payment but you will be entitled to pursue any claim which you may have against us if you suffer loss as a result of our mistake);

4.10.6 if we have cancelled an Interest-Only Scheme; or

4.10.7 if we have applied, changed or cancelled any other arrangement or concession permitting you to suspend the payment of Loan and/or to defer the payment of Interest or any part of the Loan.

- 4.11 If the amount of Loan changes during an Interest Period, then we will change your Monthly Payments pursuant to clause 8.4.

- 4.12 You must repay the full amount of the Loan (and the rest of the Amount You Owe Us) by:

4.12.1 the last day of the Term (whether or not you have sold the Property); or

4.12.2 if earlier than the last day of the Term:

- 4.12.2.1 the date you receive a notice from us stating that an Immediate Repayment Event has occurred and that you must repay the Loan; or
  - 4.12.2.2 the date you increase the amount of your Primary Mortgage (other than where the increase is used by you solely to fund a partial or full repayment of the Loan or is otherwise agreed with us); or
  - 4.12.2.3 the date you are more than 60 days late in making any payment of any amount of principal or interest you owe under your Primary Mortgage or you reschedule any such payment so that it becomes due more than two months after its' original due date.
- 4.13 If the Mortgage is secured on a single property, if you sell the Property before the last day of the Term, you must repay the full amount of the Loan (and the rest of the Amount You Owe Us) on the date you sell the Property (even if the proceeds from the sale of the Property are not enough to repay the Amount You Owe Us).
- 4.14 If the Mortgage is secured on more than one property, if you sell one or more of the Properties before the last day of the Term, you must repay us the proportion of the Net Sale Proceeds (after discharge of any Primary Mortgage) that is required to ensure that the Amount You Owe Us as a proportion of the value of the remaining Property ("LTV") immediately after such sale and repayment is equal to or less than the LTV at either (i) the Original Lending Date, or (ii) the date immediately prior to such sale and repayment (i.e. whichever is the lower LTV). Please see further clause 10 Valuation.
- 4.15 Provided you apply to us in writing at least 60 days prior to the end of the Term, we will offer you a further loan on our standard terms effective at the time and subject to our standard underwriting criteria and restrictions then in force.
- 5 Full Repayment**
- 5.1 As long as you are not in breach of any obligation under the Agreement and no Immediate Repayment Event has occurred and is continuing (in which case additional Administration Fees will apply), if you are repaying the Loan as a Full Repayment, the Repayment Obligation will be:
  - 5.1.1 the full amount of the Loan (including any accrued Interest outstanding); plus
  - 5.1.2 the full amount of Arrears and/or unpaid fees (if any); plus
  - 5.1.3 if you repay the Loan within the Early Repayment Charge Period, the Early Repayment Charge; plus
  - 5.1.4 a Redemption Fee (if applicable).
- 6 Partial repayment**
- 6.1 As long as you are not in breach of any obligation under the Agreement and no Immediate Repayment Event has occurred and is continuing (in which case additional Administration Fees will apply), you can repay part of the Loan at any time before the end of the Term. If you make any partial repayment, the amount you must repay will depend on:
  - 6.1.1 the amount of the Loan that you want to repay (see definition of "**Loan Reduction Amount**");
  - 6.1.2 the amount of Arrears and/or unpaid fees (if any); and
  - 6.1.3 the period of time since the Original Lending Date.
- 6.2 If you make a partial repayment of the Loan, then the Repayment Obligation will be:

- 6.2.1 the Loan Reduction Amount; plus
- 6.2.2 (if you make a partial repayment of the Loan within the Early Redemption Charge Period) the payment of the Early Repayment Charge on the Loan Reduction Amount; plus
- 6.2.3 a Redemption Fee (if applicable).
- 6.3 You must notify us in writing of the amount of any partial repayment that you intend to make and the date you intend to make it.
- 6.4 If you do not pay the partial repayment on the date you notified us that it was to be made but want to make it at a later date, we will be entitled to recalculate the amount of the applicable Repayment Obligation for the date the partial repayment is made.
- 6.5 Once you have made a partial repayment, the Loan will then be treated as being reduced accordingly. Following any partial repayment, the balance remaining unpaid will constitute the Loan for the purposes of the Agreement.
- 6.6 Any partial repayment you make will first be used to pay down any Arrears or unpaid fees outstanding (together the Arrears balance). Your partial repayment (net of Arrears balance paid down) must be greater than the Minimum Loan Reduction Amount to reduce the amount of Loan and, in turn, the amount of Interest paid on the Loan and your Monthly Payments. Partial repayments (net of Arrears balance paid down) below the Minimum Loan Reduction Amount shall be held as a non-interest bearing credit until such time as you instruct us to return this amount to you. If you never make such an instruction then we may (at our sole and absolute discretion) use this amount to reduce the amount of Loan at any time, and in any event we shall deduct this amount from the Amount You Owe Us at the end of the Term of the Loan.

## 7 Immediate repayment

- 7.1 We will have the right to require you to immediately repay the Loan (even if the Term has not expired) and the rest of the Amount You Owe Us if any of the following occur (each being an "Immediate Repayment Event"):
  - 7.1.1 you do not satisfy any Conditions Subsequent within the specified period;
  - 7.1.2 you or any Guarantor are more than two months late in making any payment due under the Agreement;
  - 7.1.3 the Property is or becomes your Main Residence (or if there are more than one of you, the Residence of at least one of you) or the Residence of a Related Person;
  - 7.1.4 the Property is or becomes your principal place of business (or if there are more than one of you, the principal place of business of at least one of you) or the principal place of business of a Related Person;
  - 7.1.5 the Property is not occupied by Permitted Tenants, nor being actively marketed to Permitted Tenants or for sale, nor refurbished with a view to being actively marketed to Permitted Tenants or for sale;
  - 7.1.6 the lender under any Primary Mortgage demands repayment of your Primary Mortgage or sends you a notice of default;
  - 7.1.7 you breach any term of the Agreement or any Guarantor breaches the term of a Guarantee (other than a term obliging you to make a payment of money) and, where the breach is capable of remedy, you or such Guarantor have not remedied that breach within 14 days after we request you to do so (or any shorter period that we notify you applies where we reasonably

determine that the breach has increased the chance that we will suffer a loss on any enforcement of the Mortgage). If the breach is not capable of remedy payment shall be required from the date of our notification under clause 7.3;

- 7.1.8 any provision of a Guarantee becomes disputed, void, voidable, invalid or unenforceable;
- 7.1.9 you create rights or grant interests in or over the Property other than the granting of a tenancy to Permitted Tenants that materially affect our ability to enforce the Mortgage satisfactorily or the Mortgage is discharged;
- 7.1.10 any material part of the Property is (or will be) bought under a compulsory purchase order;
- 7.1.11 the value of the Property is reduced as a result of any Serious Damage;
- 7.1.12 in the case of a Borrower or a Guarantor who is an individual: you or any Guarantor become bankrupt or equivalent bankruptcy or insolvency proceedings are brought against you or any Guarantor in any jurisdiction, a sequestration order is made against you or any Guarantor, a receiver is appointed over any of your or a Guarantor's property or you or a Guarantor enter into a voluntary arrangement (or make a formal proposal to do so);
- 7.1.13 in the case of a Borrower or a Guarantor which is a corporate entity, you or any Guarantor:
  - 7.1.13.1 stop or suspend payment of any of your debts or are unable to, or admit your inability to, pay your debts as they fall due;
  - 7.1.13.2 commence negotiations, or enter into any composition, compromise, assignment or arrangement, with one or more of your creditors with a view to rescheduling any of your debts;
  - 7.1.13.3 have a moratorium declared in respect of any debt owed by you;
  - 7.1.13.4 are subject to any action, proceedings, procedure or step taken in relation to:
    - (i) the suspension of payments, a moratorium of any debt, winding up, dissolution, administration or reorganisation of the entity; or
    - (ii) the composition, compromise, assignment or arrangement with any creditor; or
    - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the entity or any of its assets.
  - 7.1.13.5 are subject to any event that is analogous to those set out in clauses 7.1.12.4(i) to 7.1.12.4(iii) in any jurisdiction.
- 7.1.14 you or a Guarantor (or someone on either of your behalf) gave us wrong or misleading information or failed to give information when you applied for the Loan or after that date, and that information has had or would have had a significant effect on our decision to lend or continue to lend to you;

- 7.1.15 any person with a right, claim or interest in the Property takes legal action to repossess it or to enforce their interests;
- 7.1.16 you (or if there are more than one of you, all of you) or any Guarantor dies;
- 7.1.17 in the case of a Borrower which is a corporate entity:
  - 7.1.17.1 the shareholding / membership of the Borrower changes at any time without our prior written consent;
  - 7.1.17.2 the Borrower commences any business activities other than the purchase and holding of residential investment property or substantially changes any other business activities existing at the date of the Loan Agreement which had been disclosed to and agreed by us;
- 7.1.18 if the Property is leasehold, you break any term of the lease and receive a notice under section 146 of the Act demanding that you take action to put the situation right and you fail to do so within the time set out in that notice; and/or
- 7.1.19 you fail to comply with any legal or regulatory obligation, including any licensing requirements, arising out of the granting of any tenancy (Permitted Tenants or otherwise).
- 7.2 You must notify us in writing as soon as you become aware that an Immediate Repayment Event has occurred.
- 7.3 From the date we notify you that an Immediate Repayment Event has occurred until such event is resolved or we commence legal proceedings against you in relation to it, we shall be entitled to charge an Administration Fee.
- 7.4 If you are required to repay the Loan and the rest of the Amount You Owe Us pursuant to clause 7.1, repayment must be made in accordance with clause 5 (*Full repayment*).
- 8 Interest**
- 8.1 The annual Interest Rate is set out in the Loan Agreement. Interest is accrued daily on the Loan at 1/365<sup>th</sup> of the Interest Rate and will be paid through the Monthly Payment.
- 8.2 Interest will accrue and compound in accordance with this Agreement both before and after any court judgment.
- 8.3 Except where clause 8.4 or 8.5 applies or where a particular Interest Period is longer or shorter than a month, we will work out the Monthly Payment on the basis that the Interest we charge in each Interest Period is one twelfth of the total Interest we charge in that particular anniversary year of the Loan.
- 8.4 Where the amount of Loan changes during an Interest Period then the Interest we charge during that Interest Period will be worked out as follows:
  - 8.4.1 from the start of the Interest Period until the end of the day before the change occurs, we will charge an apportioned part of the Interest we would have charged for the whole Interest Period if the change in the amount of the Loan had not occurred;
  - 8.4.2 for the remainder of the Interest Period, we will charge an apportioned part of the Interest we would have charged for the whole Interest Period if the change in the amount of the Loan had occurred immediately before the start of the Interest Period,

and we will adjust the Monthly Payments to be made in the remainder of the twelve-month period in that particular anniversary year during the Term of the Loan to take into account the change in Loan amount. We will do this by re-calculating the total Interest to be paid for the remainder of the anniversary year based on the change in amount of Loan and the date it occurred and then deducing from this figure the total amount of Interest already paid by the Borrower and received by us as of the date of re-calculation (such re-calculation to take place before the second Payment Date following the change in amount of Loan). This calculation provides us with the total Interest to be paid for the remainder of the anniversary year, adjusted to take into account the change. We then divide this new total Interest amount by the number of Interest Periods remaining in that anniversary year of the Loan (out of a total of twelve Interest Periods). Monthly Payments for the following anniversary year(s) (if any) shall be calculated using the Loan amount as it stands on the first calendar day of that anniversary year of the Loan. In the event that the change in amount of Loan occurs during an anniversary year (affecting the total Interest to be paid in that anniversary year) but before the final Monthly Payment relating to that anniversary year and that final Monthly Payment cannot be adjusted to reflect the change in amount of Loan, then the amount of Interest overpaid or underpaid (as applicable) shall be deducted from or added to the Loan on the first day of the next anniversary year. This change in the amount of Loan outstanding will be taken into account when calculating the Interest to be paid for that anniversary year and, in turn, the Monthly Payments you shall make throughout that anniversary year. If there is no following anniversary year then the amount of Interest overpaid or underpaid shall be taken into account when we calculate the Amount You Owe Us at the end of the Term of the Loan.

- 8.5 If you tell us that you wish to repay all of the Amount You Owe Us, we will work out the amount you have to pay, so far as it consists of Interest, on the assumption that day's Interest is an equal 1/365 part of the Interest we charge in the year (even if in a leap year). We will supply you with a redemption statement setting out the amount needed to repay the Amount You Owe Us, including Interest, on the date you have told us is the date you wish to pay off the Amount You Owe Us. We will also set out the daily Interest due on the Loan in the redemption statement to enable you to calculate the Amount You Owe Us on the day you actually pay the Amount You Owe Us if it is not the date you have told us to use for the preparation of the redemption statement.

- 8.6 Except where the Loan Agreement states otherwise, you must pay the Interest for each Interest Period by making the Monthly Payment which is due to be paid on the first day of the following Interest Period (the Payment Date).

- 8.7 Any Arrears or unpaid fees will be held in a separate Arrears balance relating to your Mortgage Account. We may charge (at our sole and absolute discretion) Interest at the Interest Rate on all or part of the Arrears balance each day. We maintain our right to charge Interest at the Interest Rate on the Arrears balance even if we get a court order for you to pay some or all of the Amount You Owe Us.

## **9 Repaying the Loan or changing your Primary Mortgage**

- 9.1 All transactions forming the sale or disposal of the Property must be for cash, on arm's length terms, and at such price to enable you to satisfy your Repayment Obligation. If you intend to sell without satisfying your Repayment Obligation, you must receive our prior written consent.

- 9.2 Upon completion of the sale or disposal of the Property, you must apply the proceeds of the sale or disposal (after repayment of your Primary Mortgage if you have one) in the repayment of the Loan and the rest of the Amount You Owe Us.

- 9.3 If you decide to change or discharge your Primary Mortgage (if you have one) you must notify us in writing at least two weeks before signing the agreements for this.

## **10 Valuation**

- 10.1 A Written Valuation must be done before taking out the Loan. We may conduct a further Written Valuation at our expense at any time on giving you reasonable notice.



- 10.2 You must provide us with reasonable access to the Property in order to carry out any Written Valuation.
- 10.3 An Automated Valuation will be done by us before a partial repayment of the Loan where a Written Valuation is not required by us. However we may require a Written Valuation of each Property to ascertain the value of the Property prior to any partial repayment in accordance with clause 4.3.

## **The Mortgage and the Property**

### **11 The Mortgage**

The Property and the Mortgage are our security for the Loan and the rest of the Amount You Owe Us (now or in the future), and we will not release the Mortgage until you have paid this in full.

### **12 The Property**

You must do the following:

- 12.1 ensure that only Permitted Tenants live in and use the Property as a private dwelling, and tell us if you intend to or do leave it unoccupied for any period of 90 days or more in any 12 month period;
- 12.2 look after the Property so that it keeps its value as our security. This includes keeping the Property in good and substantial repair and decorative condition. You agree that if you fail to do this, and in the absence of you rectifying the breach, we may (or we may instruct our agents to) carry out works required to restore the Property to a good and substantial state of repair (and replace anything that can be replaced) and the cost of this work will be added to the Amount You Owe Us;
- 12.3 within 7 days of receiving it, send us a copy of any notice, demand or other document you receive from any person exercising a statutory or other legal right over the Property (including a planning or other authority) or claiming a new or increased interest in the Property. If you receive any compensation arising from any such notice or other document you receive, you must (unless you are required to use it to repay any Primary Mortgage) pay this compensation to us and we will use it to reduce the Loan (and you will hold that amount on trust for us until you pay it to us);
- 12.4 not make any structural or significant alterations to or extension of the Property that is likely to reduce the value of the Property unless you have our written permission;
- 12.5 in the case of an HMO, not make any structural or significant alterations to or extension of the Property that would mean it had in excess of two kitchens, four habitable stories or 6 lettable rooms unless you have our written permission;
- 12.6 grant us a new Mortgage (if we ask) over any new or increased Interest you get in the Property or over the Property where we reasonably determine that the original Mortgage is defective or deficient in any way;
- 12.7 other than a Permitted Tenancy, not grant rights in the Property or your Property Interests to anyone (or allow anyone to get rights in either of them) or do anything which would reduce the value of the Property unless you have our written permission;
- 12.8 other than a Permitted Tenancy, not grant or agree to grant a lease or tenancy of, or dispose of, all or any part of the Property or your Property Interests unless you have our written permission;
- 12.9 promptly pay all rent, rates, taxes, charges or other bills that are due for the Property and provide us with any invoices and receipts in relation to the same if requested by us. You

agree that if you fail to pay any of these bills or costs, we may pay them on your behalf and add the amounts to the Amount You Owe Us;

- 12.10 ensure that no part of the Property is used for any commercial use (other than a Permitted Tenancy or allowing a Permitted Tenant to work at home and use the Property as an office);
- 12.11 not sell or dispose of the Property for a price less than its full and fair market value unless you have our written permission;
- 12.12 ensure that any sale or disposal of the Property is for cash payable on completion of the sale or disposal;
- 12.13 comply with all the terms of any Primary Mortgage and any other covenants or conditions which affect the Property (and tell us if you fail to do so); and
- 12.14 comply with all laws and regulations (including but not limited to planning and environmental matters) and obtain any necessary licenses, permits, authorisations and consents which may apply, or be required in relation, to the Property.

### 13 **Property Insurance**

- 13.1 You must always insure the Property and its fixtures against loss and damage for its full rebuilding cost (which is the full cost of rebuilding the property, including all professional fees and the cost of meeting planning and local authority requirements) and replacement costs ("**Property Insurance**").

- 13.2 The Property Insurance must be:

- 13.2.1 maintained with a reputable insurance company; and
  - 13.2.2 in place when you complete the Loan (if you own the Property) or when contracts are exchanged (if you are purchasing the Property).

- 13.3 The Property Insurance must be a comprehensive policy of insurance appointed for a buy to let property which covers fire, subsidence, heave, civil commotion, aircraft, explosion, earthquake, storm, flood, lightening, burst pipes and any other risks which are customary to be covered or as we may from time to time reasonably demand.

- 13.4 You must:

- 13.4.1 pay all insurance premiums on time and show us the policy and receipts for your premium payments if we ask to see them;
  - 13.4.2 immediately tell us about any damage to the Property which individually or cumulatively may give rise to a claim under the Property Insurance of more than £5,000; and
  - 13.4.3 not do anything which may make it more difficult to insure the Property or which may make the Property Insurance invalid;

- 13.5 We may take action against you for any loss we may suffer arising from you failing to maintain adequate Property Insurance.

- 13.6 We can (without telling you beforehand):

- 13.6.1 settle all insurance claims relating to the Property on reasonable terms; and
  - 13.6.2 receive all money paid out under the Property Insurance and use it either to reduce the Amount You Owe Us or to repair the loss or damage which caused the money to be paid.

13.7 You must (unless you are required to do so for your Primary Mortgage if you have one) hold any money that you receive under the Property Insurance on trust for us and, if we ask, you must then pay that money to us.

13.8 If the Property is leasehold and the terms of the lease make someone else responsible for arranging buildings insurance for the Property, you do not have to arrange your own separate cover, but the Property must always be insured and all the other terms of this clause 14 apply to that insurance.

#### **14 Leasehold properties**

14.1 If the Property is leasehold

14.1.1 there must be no restriction, covenant or condition that prohibits letting of the Property and any permission required from a superior landlord or freeholder has been granted;

14.1.2 the lease must not contain a clause which says you must give up the lease if your landlord (or any superior landlord) becomes bankrupt;

14.1.3 you, your landlord or any tenant must not have broken any term of the lease;

14.1.4 there must be no restriction on transferring the Property (if you need your landlord's permission, they must not be able to unreasonably withhold their permission);

14.1.5 the lease must not contain any clause that may result in a substantial increase in ground rent;

14.1.6 there must be adequate arrangements for maintaining and repairing the Property (including enforcing clauses and recovering financial contributions from each leaseholder);

14.1.7 all necessary rights of way connected with access, support and maintenance must be granted;

14.1.8 any management company or commonhold association must be a limited liability company that is solvent and able to meet its responsibilities;

14.1.9 you must comply with all your obligations under the lease and get our written approval before you give up the lease or agree to amend the terms of the lease. We will give our approval unless it is reasonable for us to refuse it; and

14.1.10 notwithstanding clause 14.1.8, we agree that you may extend your lease at any time on the same terms as the existing lease.

#### **15 Commonhold property and management company shares**

If you have a right to hold shares in a commonhold association or if you hold shares in a resident's association or management company connected to the lease of the Property (each a "**share**"), unless your share certificate or membership certificate is held by the lender of your Primary Mortgage, you agree if you are obliged to repay the Loan under these Mortgage Terms and Conditions to give us your share certificate or membership certificate when we ask you to do so and allow this to be transferred to us so that if we need to repossess the Property or sell it, we can transfer your share to the buyer.

#### **16 Terms of Lettings**

We require any tenancy, letting or sharing of possession of the Property to comply with the following terms (a "Permitted Tenancy"):

- 16.1 any tenancy of the Property entered into before 1 March 1997 must be a single Assured Shorthold Tenancy as defined in the Housing Act 1988 and be for a term of not less than six months and no more than 12 months (unless we have approved that the Property may be used as a HMO in which case the tenancy must have less than six months remaining or have reverted to a periodic tenancy of less than six months). Your solicitor or licenced conveyancer must satisfy themselves that valid notices were served under Section 20 of the Housing Act 1988 before the tenancy was created, and have sight of a copy of the tenancy agreement;
- 16.2 any tenancy of the Property entered into on or after 28 February 1997 must comply in all respects with the Housing Act 1996 as an Assured Shorthold Tenancy, and be for a term of not less than 6 months and no more than 12 months (unless we have approved that the Property may be used as a HMO in which case the tenancy must have less than six months remaining or have reverted to a periodic tenancy of less than six months);
- 16.3 any residential tenancy granted to a company must be for a minimum duration of 6 months and no more than 24 months and on normal terms for a residential tenancy;
- 16.4 the letting of the Property must only allow the Property to be used as a private dwelling for occupation of Permitted Tenants for residential purposes;
- 16.5 the letting of the Property must not confer any security of tenure on the tenant(s) beyond the end of the contractual term of the tenancy agreement;
- 16.6 any tenancy agreement must (i) be in a form normally used for residential tenancy agreements; and (ii) contain no terms which could adversely affect our interest in the Property under the Mortgage;
- 16.7 you must ensure that the tenant(s) of the Property observe and perform all obligations and requirements under the tenancy agreement;
- 16.8 the tenancy agreement must provide that no sub-letting is allowed, and must not contain an option allowing the tenant(s) to renew the lease upon expiry;
- 16.9 the tenancy agreement must allow you and us to get vacant possession at the end of the term of the tenancy;
- 16.10 if there is more than one tenant, then unless we have approved that the Property may be used as a HMO you must ensure all tenants sign one tenancy agreement so that each of the tenants is responsible for all of the rent and carrying out all of their obligations under the tenancy agreement;
- 16.11 you must tell your insurers, any Primary Mortgage lender (if you have one) and any other interested third parties about the tenancy if such persons require this of you;
- 16.12 you must comply with all laws and regulations and obtain any necessary licenses, permits, authorisations and consents which may apply, or be required in relation, to the letting of the Property; and
- 16.13 any deposit you take in relation to any tenancy of the Property must be held by a body approved by the Government pursuant to the requirements of the Housing Act 2004.

## **Our rights**

### **17 Enforcing our rights**

- 17.1 If any Immediate Repayment Event happens, we may demand that you immediately repay the Loan in full, together with any applicable Repayment Obligation, and the rest of the Amount You Owe Us.

- 17.2 Under section 101 of the Act, the Loan will become due and our legal power of sale will arise on the date of the Mortgage Deed, but we will not enforce this right until the end of the Term (or sooner in accordance with the Agreement).
- 17.3 If any Immediate Repayment Event or other event happens which gives us the right to demand that you immediately pay the Loan, we may use any of the powers the Act gives us and we can immediately use our powers to sell the Property and to appoint a receiver.
- 17.4 The restrictions in section 103 of the Act do not apply to our power to sell the Property.
- 17.5 If you fail to carry out any of your responsibilities under the Agreement or any Guarantor fails to carry out their responsibilities under a Guarantee, we may take any reasonable steps to rectify that failure and add any costs we incur in doing this to the Amount You Owe Us.
- 17.6 We or our agent may at any time enter and inspect the Property and do any work which we think is necessary to put right any failure by you to keep to the terms of the Agreement. If we take any action under this clause, it does not mean that we have accepted the legal responsibilities as if we had repossessed the Property. Apart from in an emergency, we will give you at least 7 days' notice of our intention to enter the Property.
- 17.7 Our rights to take any of the steps described in this clause 18 may be subject to any rights which the lender under any Primary Mortgage may have to take the same or similar steps in respect of any Primary Mortgage.
- 18 Appointing a receiver**
- 18.1 We have the right to appoint any person (or people) as a receiver to manage the Property. We must make the appointment in writing. The receiver may be our employee or anyone else we choose. We have the right to decide what the receiver will be paid, to change the receiver at any time and to appoint another one if we believe it is reasonable to do so.
- 18.2 The receiver will act as your agent and only you are responsible for their costs and actions. You are also liable for any contracts they make or enter into. The receiver may do any of the following in your name and as your agent:
- 18.2.1 have any or all of the powers of a receiver appointed under the Act;
  - 18.2.2 enter, repossess and sell the Property;
  - 18.2.3 carry out any repairs, alterations and improvements to the Property;
  - 18.2.4 let the Property on any reasonable terms, modify or accept surrenders of a tenancy or receive any rent and/or tenancy deposit;
  - 18.2.5 manage the Property, and do anything else arising as a result of managing the Property which a receiver may or can do legally as your agent;
  - 18.2.6 insure the Property for any amounts and against any risks and through any agency as he sees fit;
  - 18.2.7 sell any of the fixtures on their own or together with the Property;
  - 18.2.8 remove, store, sell, save or otherwise dispose of any furniture or goods you fail to remove from the Property;
  - 18.2.9 pay any interest and expenses;
  - 18.2.10 take any action in your name or otherwise as may seem appropriate; and
  - 18.2.11 do anything else that the law allows in connection with the Property.

- 18.3 If we appoint a receiver, we may fix their remuneration at any reasonable rate. The receiver will apply the money he receives as follows:
- A. in meeting any claims which have priority to the Mortgage;
  - B. in paying the costs and expenses connected with the receiver's appointment or the exercise of his powers;
  - C. in paying the receiver's remuneration; and
  - D. to reduce or pay off any part of the Loan (and the rest of the Amount You Owe Us now or in the future).

Any balance shall be paid to the person entitled to it. Section 109(6) and (8) of the Act (relating to the fees of a receiver) shall not apply.

- 18.4 The receiver will not be required to use the money he receives to pay off any part of the Loan (and the rest of the Amount You Owe Us now or in the future) in any particular order.

- 18.5 If any of your belongings are removed, you must pay us in full for any expenses in removing, storing or selling them (including any claims other people make relating to removing or dealing with those items). If we sell anything, we will take those expenses from the proceeds and pay you what is left.

- 18.6 Our rights to take any of the steps described in this clause 18 will be subject to any rights which the lender under any Primary Mortgage may have to take the same or similar steps in respect of any Primary Mortgage.

## **19 Our rights to act on your behalf**

- 19.1 By signing the Mortgage Deed, you appoint us and (as a separate appointment) any receiver we appoint to be your attorney (which you cannot withdraw) to act in your name and on your behalf either separately or jointly:

- 19.1.1 to claim and receive any compensation due on the Property or any right or claim connected with it;
- 19.1.2 to give a local authority or other public organisation any official notices connected with the Property that you are entitled to give yourself;
- 19.1.3 if you are a shareholding member of a residents' association or a management company connected with the Property, to transfer your shares to anyone who has bought the Property and receive any money paid for those shares (but this does not mean we have any interest in those shares);
- 19.1.4 to receive any money due to you under the insurance of the Property or any guarantee or compensation relating to it, or any other insurance you have taken out to cover any of your responsibilities under the Agreement;
- 19.1.5 to receive any money or deposit due to you under any tenancy agreement;
- 19.1.6 to do anything necessary to finalise any legal document which may be needed in connection with the Mortgage or any of our and the receiver's powers under the Mortgage;
- 19.1.7 sign any document, or do anything which must be signed or done in connection with the Mortgage, which we or the receiver may find necessary to enforce our rights and powers under the Mortgage;
- 19.1.8 to enforce your rights and carry out your responsibilities in connection with road works, paying road charges, improving private streets, drainage

expenses or making any payment you owe for those charges for the Property; and

19.1.9 to enforce any right or claim you may have over the Property in any situation where you have failed to meet any of your responsibilities under the Agreement, and to carry out your responsibilities in connection with any other right relating to the Property, including:

19.1.9.1 making any payments (including to repay the Loan in full or in part and to pay any applicable Repayment Obligation and the rest of the Amount You Owe Us);

19.1.9.2 taking out or renewing insurance;

19.1.9.3 carrying out any works;

19.1.9.4 signing any new lease granted by a court if your landlord takes legal action;

19.1.9.5 signing or making any deed or similar agreement which you need to sign under the Agreement;

19.1.9.6 claiming, assessing, agreeing, enforcing, recovering and receiving any related rights;

19.1.9.7 giving any notices or using any rights for the Property you may be entitled to give or use; and

19.1.9.8 in relation to any transfer described in clause 21 (*Our right to transfer the Loan and/or the Mortgage*) receiving any amount as a payment for that transfer.

19.2 If there is more than one of you, the attorney will act for all of you together and each of you separately.

## 20 Dealing with other people

As far as a buyer, or anyone else dealing in good faith with us or with a receiver is concerned, our rights to sell the Property exist from the date of the Mortgage Deed. Anyone buying the Property or dealing with us or any receiver is fully protected by the law (specifically sections 104 and 107 of the Act). No one dealing with us or any receiver needs to check that we are enforcing our rights in accordance with the Agreement.

## 21 Our right to transfer the Loan and/or the Mortgage

21.1 In connection with this clause 21, “transfer” means to assign, novate, charge, transfer, hold on trust or otherwise deal with.

21.2 By entering into the Agreement you give us permission, without contacting you, to transfer all or any of our rights, benefits and/or obligations under or ancillary to the Agreement. To the extent we agree with any person to transfer our obligations to that person we will be released from further obligations to you under the Agreement and such person will take on obligations towards you that are identical to those released obligations. We will only transfer our obligations to a person we consider capable of fulfilling those obligations and to the extent that the law generally allows us to do so.

21.3 If we do any of the things mentioned in clause 21.2, the person to whom we transfer our rights, benefits and/or, as applicable, obligations will take over instead of us the rights, benefits and/or, as applicable, obligations that we had before the transfer.

- 21.4 If we propose to do any of the things mentioned in clause 21.2, we have your permission to give the transferee or proposed transferee and any other relevant parties any information contained in your Mortgage Application or any other supporting documentation that has subsequently been provided, and any other information or documentation relating to you, the Property, the Agreement or the history of the conduct of the Loan.
- 21.5 Our power to transfer includes a power to offer the Loan (and the rest of the Amount You Owe Us) and the Mortgage (either alone or as part of a group of loans and mortgages) as security for any borrowing by us.
- 21.6 The terms of the Agreement are personal to you and you may not transfer all or any of your rights, benefits and/or obligations under the Agreement.

## **General**

### **22 Joint mortgage**

If two (or more) of you are named in the Loan Agreement as borrowers, the Mortgage will be a joint mortgage and the following terms will apply:

- 22.1 you will each be individually and jointly responsible for repayment of the Loan and payment of the rest of the Amount You Owe Us (and not just part of it);
- 22.2 you must read the Agreement carefully as you are individually and jointly responsible for complying with its terms. If you break the terms of the Agreement, we can take action against any one or both (or all) of you;
- 22.3 If one of you dies, we can treat the survivor(s) as fully liable to meet your responsibilities under the Agreement;
- 22.4 a notice we send to one of you at the Property's address will count as a notice to both or all of you. We will send correspondence relating to the Loan and the Agreement to one of you at the Property's address; and
- 22.5 you authorise each other to give us instructions independently of the other(s). This means that any of you are entitled to give instructions to us about, and agree changes to, the Agreement and the Loan without the knowledge or permission of the other(s). We do not have to make enquiries about the purpose of any transaction or instruction or confirm instructions from any of you with the other(s). However we will not accept an application for additional borrowing or an application from one of you to sell or transfer an interest in the Property without gaining the permission of the other.

These terms will apply even if your relationship with each other ends (other than as joint borrowers).

### **23 Corporate Entity Borrowers**

Where a Borrower is a corporate entity, we are entitled to rely on the instructions of any director, partner or senior manager holding an analogous position within the entity as being the instructions of the Borrower and shall be deemed to have been given by the directors acting unanimously, regardless if those instructions are given by a single director or any number of directors.

### **24 Confidentiality and personal information**

- 24.1 Apart from the information you give us, we may collect and use information about you from:
- 24.1.1 other organisations, including credit reference agencies and fraud-prevention agencies;



- 24.1.2 your past and present employers, landlords, accountants, solicitors, licensed conveyancers and lenders; and
- 24.1.3 the way you use our products and services (such as payments or transactions).
- 24.2 If you are a joint applicant, you must be sure that you are entitled to:
  - 24.2.1 reveal information about your joint applicant(s); and
  - 24.2.2 authorise us to search, link or record information at credit reference agencies about you and anyone you have referred to.
- 24.3 In order to process your application, we will perform credit and identity checks on you with one or more credit reference agencies ("CRAs"). Where you take banking services from us we may also make periodic searches at CRAs to manage your account with us.
- 24.4 To do this, we will supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.
- 24.5 We will use this information to:
  - 24.5.1 Assess your creditworthiness and whether you can afford to take the product;
  - 24.5.2 Verify the accuracy of the data you have provided to us;
  - 24.5.3 Prevent criminal activity, fraud and money laundering;
  - 24.5.4 Manage your account(s);
  - 24.5.5 Trace and recover debts; and
  - 24.5.6 Ensure any offers provided to you are appropriate to your circumstances.
- 24.6 We will continue to exchange information about you with CRAs while you have a relationship with us. We will also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs.
- 24.7 When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.
- 24.8 If you are making a joint application or tell us that you have a spouse or financial associate, we will link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.
- 24.9 The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail "<http://www.experian.co.uk/crain>" [www.experian.co.uk/crain](http://www.experian.co.uk/crain). CRAIN is also accessible from each of the three CRAs – accessing any of these three links will also take you to the same CRAIN document: Callcredit [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain); Equifax [www.equifax.co.uk/crain](http://www.equifax.co.uk/crain); Experian [www.experian.co.uk/crain](http://www.experian.co.uk/crain).
- 24.10 We may share your personal information, or any suspected fraud relating to you, with law enforcement agencies and regulators where we are under a duty to disclose or share your

information in order to comply with any legal or regulatory obligation, or if we reasonably consider that this is necessary to help prevent or detect fraud or other crime or to protect the rights, property, or our safety, our customers or others.

- 24.11 The personal information you provide (including your email and internet protocol (IP) addresses) may also be copied, stored, used and licensed to assist with identity verification, prevention of fraud and money laundering, service delivery and process implementation.
- 24.12 We may share your information if we are under a duty to disclose or share your information with HM Revenue & Customs (HMRC), who may transfer it to the government or the tax authorities in another country where you may be subject to tax.
- 24.13 We may also share your personal information with any other third parties where we are required to do so by law.
- 24.14 The results of your identity check may also be disclosed to authorised third parties through credit referencing, fraud prevention, risk assessment and identification products. We may also share your information on a confidential basis with other members of the Lender's group of companies and its affiliated entities and with:
  - 24.14.1 our agents, mortgage servicers and data processors who provide a service to us and you and to our legal advisers, any receiver or other organisations which may assist us following any default or failure by you of the terms of the Agreement;
  - 24.14.2 our insurers; and
  - 24.14.3 any person or business (and their advisers) who might take over any of our rights, benefits or obligations under the Agreement to allow them to prepare for taking these over. After that, we may allow that person or business to use and share your information on the same basis as us.
- 24.15 For operational reasons, such as those described above, we may link your information (i) between your accounts and other products and services you maintain with us and (ii) with information about others. We will not use the links for marketing purposes without your consent.
- 24.16 We are the data controller for the information you provide to us.
- 24.17 To provide you with the service you have asked for we may share your information with organisations outside the European Economic Area. We will not do this unless we are satisfied that your information will be processed as securely as if we were processing it.
- 24.18 We will not pass your information to anyone outside the Lender's group of companies and its affiliated entities other than for the purposes described above, unless:
  - 24.18.1 we have your permission; or
  - 24.18.2 we have to do so or are allowed to do so by law.
- 24.19 We may retain your data after the Loan has been repaid in order to comply with law and regulation relating to the retention of records. You have a right to receive a copy of the information we hold about you if you apply in writing. This is called a 'subject access request'. Wherever data protection legislation has been enacted, your data will be processed in accordance with that legislation. If we change the way we use or share your information we will notify you and if you do not object to that change within 60 days we may treat you as having agreed to that change.

**25 Delay**

If we relax any term of the Agreement for you, or we delay in giving you notice of any matter or in enforcing any of our rights under the Agreement, this may be just a temporary measure or a special case and does not mean we have waived these rights, and will not prevent us from enforcing them strictly at any time.

**26 Severance and entire agreement**

26.1 If any term (or part of a term) of the Agreement becomes invalid or unenforceable in any way, the validity of the remaining terms (or part of the term) will be unaffected.

26.2 The Agreement constitutes the entire agreement between you and us. We will not be liable for any statement made or information supplied to you before you entered into this Agreement unless that statement or information has been expressly incorporated into this Agreement or unless that statement or information was made or supplied dishonestly.

**27 Liability**

27.1 We will be responsible to you for direct financial loss only, and then only if we deliberately or negligently caused you the loss. We will not be responsible for:

27.1.1 indirect loss;

27.1.2 non-financial loss;

27.1.3 loss of business, opportunity or profit;

27.1.4 any losses you later prove you have suffered, or resulting loss; or

27.1.5 anything beyond our reasonable control (including, but not limited to, an event or series of events that disrupts our service or causes your instructions to be delayed or not acted on).

27.2 Nothing in the Agreement will remove or restrict any duty or responsibility we may have or owe to you by law.

**28 Law**

The Agreement is governed by the laws of England and Wales. Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with these Conditions and the Agreement or their subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

**29 Changes to the Conditions**

29.1 We may change the terms of these Mortgage Terms and Conditions from time to time on reasonable notice:

29.1.1 to comply with any changes or proposed changes in the law, taxation, regulations, codes of practice and/or industry guidelines, including decisions or recommendations of any court, ombudsman, regulator or similar person;

29.1.2 to reflect changes in the general practice of banks and other organisations operating in the residential mortgage market offering similar mortgage products to ours;

- 29.1.3 to reflect changes to our administrative practices and/or the way in which we operate the Loan (including for changes in the technology or changes in the systems we use);
  - 29.1.4 to make them clearer; or
  - 29.1.5 where you consent.
- 29.2 The Agreement may be supplemented further by any other document signed by you and us that relates to the Agreement and which expressly states that its contents are both intended to apply to the Agreement and be legally binding.

## 30 Definitions

In the Agreement, the following words have these meanings:

**Act:** means the Law of Property Act 1925;

**Administration Fee:** a fee set out in the Tariff applicable to any Immediate Repayment Event, which is our reasonable pre-estimate of the additional amount required to compensate us for additional costs we expect to incur upon enforcement of the Mortgage following the occurrence of an Immediate Repayment Event;

**Additional Conditions:** any additional conditions to which the Loan is subject, as set out in the Loan Agreement relating to the Loan;

**Agreement:** means:

- (i) the information in the Mortgage Application;
- (ii) the Loan Agreement (including, for the avoidance of doubt, the Declaration (if you are a natural person), any Additional Conditions and any Conditions Subsequent contained therein);
- (iii) these Mortgage Terms and Conditions;
- (iv) the Mortgage Deed;
- (v) the Tariff; and
- (vi) any notice or written statement made pursuant to the documents listed above

**Amount You Owe Us:** the Repayment Obligation and all the money payable by you under the Agreement including any Arrears or unpaid fees;

**Approved Surveyor:** an independent surveyor (or firm of surveyors) on our panel of approved surveyors;

**Arrangement Fee:** the fee described in clause 3 (*Fees and charges*) in the amount as specified in the Loan Agreement;

**Arrears:** means any Interest or Loan which remains unpaid after it falls due for payment;

**Automated Valuation:** a valuation used to determine the value of a Property using an automated valuation model based on a Property's characteristics and recent valuations of comparable properties;

**Borrower(s):** the borrower(s) named on page 1 of the Loan Agreement;

**Compounding Date:** close of business on the first day of each calendar month following the Original Lending Date;

**Conditions Subsequent:** any conditions subsequent to which the Loan is subject, as set out in the Loan Agreement relating to the Loan;

**Declaration:** the consumer buy-to-let status declaration contained in the Loan Agreement (such declaration only being present in the Loan Agreement if you are a natural person);

**Early Repayment Charge or ERC:** a charge calculated as a percentage of the Loan Reduction Amount payable upon repayment of any part of the Loan within the Early Repayment Charge Period as specified in the Loan Agreement;

**Early Repayment Charge Period or ERC Period:** the period as specified in the Loan Agreement during which period an Early Repayment Charge is applicable;

**Full Repayment:** any repayment of the Loan in full (including when you sell the Property or sale upon death of the last remaining borrower) providing no Immediate Repayment Event has occurred and is outstanding;

**Guarantee:** means any guarantee, indemnity or security provided by a person other than the Borrower in respect of the Loan;

**Guarantor:** means any person providing a Guarantee;

**HMO:** means a House in Multiple Occupation being a house which is occupied by three or more unrelated persons, who do not form a single household;

**Immediate Repayment Event:** is defined in clause 7 (*Immediate repayment*);

**Interest:** the interest on the Loan (or Loan Reduction Amount) accrued daily (at 1/365<sup>th</sup> of the Interest Rate) applicable from the Original Lending Date;

**Interest-Only Scheme:** means any scheme which applies under the Loan Agreement and which provides that the repayment of some or all of the Loan you owe will be postponed until the end of the Term.

**Interest Period:** means:

- (i) the period from the Original Lending Date until 23.59 hours on the day before the first Payment Date; and
- (ii) each subsequent period starting at 00.00 hours on a Payment Date and ending at 23.59 hours on the day before the next Payment Date.

**Interest Rate:** the fixed rate of interest per annum as specified in the Loan Agreement;

**Lender:** Castle Trust Capital plc, a company registered in England & Wales (number 07454474), whose registered address is 10 Norwich Street, London EC4A 1BD;

**Loan:** the Original Amount of the Loan less all repayments due through Monthly Payments to date (if any) and as may be reduced by any Loan Reduction Amount pursuant to the Agreement;

**Loan Agreement:** the loan agreement to be signed by both of us and forming part of the Agreement;

**Loan Reduction Amount:** the amount of the Loan that you want to repay subject to the minimum as set out in the Tariff;

**Main Residence:** the home where you live;

**Minimum Loan Reduction Amount:** means the minimum loan reduction amount specified in the Loan Agreement;

**Monthly Payment(s):** means the monthly payment(s) stated in the Loan Agreement, or any changed monthly payment which applies under clause 4.9;

**Mortgage:** the legal charge executed by you over the Property, all buildings and other structures on, and items fixed to, the Property and the proceeds of any claim under the Property Insurance for the Amount You Owe Us, all as described in the Mortgage Deed;

**Mortgage Account:** means the account we keep for recording debits and credits under the Agreement from time to time;

**Mortgage Application:** the application you make and the information you provide to us so that we can complete your Loan Agreement and make the Loan;

**Mortgage Deed:** the legal charge which you sign to give us the Mortgage over the Property;

**Net Sale Proceeds:** the price at which the Property was sold less estate agency fees and legal costs as deducted by the acting solicitor, and any other expenses specifically agreed in writing with the Lender;

**Original Amount of the Loan:** the amount we lend you under the Loan Agreement and which is secured by the Mortgage, including any Arrangement Fee if included within this amount;

**Original Lending Date:** the date the Loan is made;

**Payment Date:** means the day of the month determined under clause 4.6 or any changed payment date which applies under clause 4.7;

**Permitted Tenancy:** is defined in clause 16 (*Terms of Lettings*);

**Permitted Tenant:** (i) a person (or persons subject to a maximum of 4 individuals unless we have approved that the Property may be used as a HMO where such maximum shall be 6 individuals) to whom you have granted an Assured Shorthold Tenancy and who is not a Borrower, a Related Person nor in receipt of housing benefit or housing assistance from a local authority, an asylum seeker, a member of a housing association, eligible to claim diplomatic immunity or (ii) a company to whom you have granted a common law residential tenancy;

**Primary Mortgage:** loan and associated security taken out by you in respect of the Property on or before the Original Lending Date;

**Property:** the property or properties described in the Mortgage Deed over which we will take the Mortgage;

**Property Insurance:** is defined in clause 13.1 (*Property Insurance*);

**Property Interest:** all interests in the Property and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Property held by you;

**Redemption Fee:** a charge as defined in the Loan Agreement (if applicable) which is payable on redemption of all or any part of the Loan, being a percentage of the Original Loan Amount or proportion thereof;

**Related Person:** means: (A) for a natural person, a person related to you, being either (i) your spouse or civil partner; (ii) a person (whether or not of the opposite sex) whose relationship with you has the characteristics of the relationship between husband and wife; or (iii) your parent, brother, sister, child, grandparent or grandchild; or (B) for a corporate entity, any director, Guarantor or shareholder or Related Person to any of them;

**Repayment Obligation:** is your obligation to repay the full amount of the Loan in accordance with clause 4 (*Paying back the Amount You Owe Us*), plus a Redemption Fee (if applicable), plus the Interest (if applicable and as the case may be) plus any Early Repayment Charge as applicable and as calculated in accordance with the Agreement;

**Residence:** any home or property where you live from time to time;

**Serious Damage:** the Property or any substantial building forming part of the Property is pulled down, destroyed, significantly damaged, or its value is otherwise impaired;

**Tariff:** our list of administration, valuation, legal and other costs and fees that we charge in connection with the Loan and the Mortgage, as published by us from time to time;

**Term:** the duration of the Agreement specified on page 1 of the Loan Agreement for which the Loan may be outstanding;

**Valuation Fee:** is defined in clause 3.2 (*Fees and charges*);

**we, us, our:** the Lender and our successors, assignees, transferees and anyone who takes over or we ask to perform any of our legal rights and responsibilities under the Agreement;

**Written Valuation:** a written valuation report instructed by us on the Property provided by an Approved Surveyor and paid for by you; and

**you, your, yourself:** the person (or people) named in the Loan Agreement and the Mortgage Deed as the Borrower(s) and anyone who takes over your (or their) legal rights or duties in accordance with the Agreement. If there is more than one borrower, "**you**", "**your**" and "**yourself**" refer to each borrower jointly and individually.

### 31 Interpretation

In the Agreement:

- (i) a reference to any legislation includes any change which is made to that legislation, any provision which replaces it and any statutory instrument or other subordinate legislation made under it;
- (ii) a reference to any gender is a reference to all genders;
- (iii) a reference to the singular is a reference to the plural and the other way around;
- (iv) a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and anyone who takes over their legal rights or duties in respect of the subject matter of this Agreement;
- (v) including means including among other things;
- (vi) all headings are for information and must not be used to interpret the Agreement; and
- (vii) any calculation of a period of time for the calculation of Accumulated Interest shall be made using the actual number of days in the relevant period.