

MORTGAGE STANDARD TERMS

Effective from May 2025



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ABOUT THESE MORTGAGE STANDARD TERMS

Thank you for choosing us as your mortgage provider. We thought it would be helpful to set out a summary of what these Mortgage Standard Terms (referred to as the Standard Terms throughout) say, and how they work with other documents you'll have received. This will help you decide whether the mortgage is suitable for you, and understand how your mortgage agreement with us works.

WHAT MAKES UP YOUR AGREEMENT WITH US?

When you take out a **mortgage**, it means we're giving you a loan, and in return you give us security over your property. This gives us certain rights, including (as a last resort) the right to repossess and sell the property if you break the terms of your agreement. Your mortgage is the total of the money we lend you at the start of the agreement plus any money we lend you at other times under the agreement. You also have to pay interest and other fees and expenses on top of that, all of which are covered by the Mortgage Deed, which is explained below.

Your agreement with us is made up of seven key documents. Together we refer to them as the **Mortgage Agreement**. The documents are:

1. Your **Mortgage Offer**, which is the written offer we send you setting out the main financial and other key terms of the contract with us. It sets out the amount of money we have agreed to lend you and the mortgage product you have chosen. It also includes details of your Interest Rate. Your mortgage offer may also include special conditions which are specific to you and you must meet.
2. Your **Mortgage Illustration**, which is the document we sent you with (or before) your Mortgage Offer setting out the main financial and other key terms of the contract with us.
3. These **Standard Terms**, which set out our detailed requirements applying to your mortgage.
4. The **Mortgage Deed**, under which you give us security over your property. This means that we are granted certain legal rights over your property, including the right to sell your property if you do not keep to the Mortgage Agreement. The Mortgage Deed covers the amount we initially lent you, any further money we agree to lend you (Additional Borrowing) which says it is covered by the Mortgage Deed, any Other Debt and all interest, fees and costs which you might owe us.
5. The **Application Documents**, which includes the declarations you made, consents to processing your personal data and any information you have provided as part of your application for a mortgage from us.
6. The **Tariff of Mortgage Charges** (referred to as the **Tariff** throughout), which explains what additional fees and charges you may have to pay, over and above your Monthly Payments. This can be changed by us from time to time, as explained in these Standard Terms.
7. Any **Guarantee**, which is an agreement from another person to take responsibility for the agreement if you break it or if you are unable to.

These documents may also refer to other documents or obligations which you must meet (such as the Letting Requirements Criteria), which will also form part of the Mortgage Agreement.

HOW DO THESE STANDARD TERMS WORK?

These Standard Terms are set out in four main sections:

Section 1 - Payments, fees and interest. This section sets out how you will repay your mortgage, the Monthly Payments you'll need to make, how we calculate interest on money you owe us, and what other fees and charges you may have to pay.

Section 2 - Your obligations. This explains what you have to do during the mortgage (including looking after the property and insuring it), and what you must not do (such as changing the use or structure of your property, granting security over it to someone else, or doing things which might invalidate the insurance you take out).

Section 3 - Our rights when the Mortgage Agreement is broken. If you break the terms of your mortgage (for example, if you don't make your monthly payments or if you become bankrupt), we have a right to ask you to repay your mortgage loan and all other money you owe us immediately. If that happens and you don't pay us everything you owe, we can take certain actions which include repossessing and selling your property or appointing a receiver over it. This section also sets out how we can act on your behalf if you fail to do something which you have to do under your Mortgage Agreement.

Section 4 - Other terms and information. This section includes important terms about the law which applies to your Mortgage Agreement. It details the rights we have to transfer your mortgage to others, whether you're allowed to take out further borrowing or transfer your mortgage to a new property and when we can change the terms of the Mortgage Agreement. It also sets out important information about how to contact us and how to complain.

Some key terms we use

In these Standard Terms a number of terms have specific meanings. Some of them are set out above and some are explained in the body of these Standard Terms in **bold text**, but others you need to know about are:

Term	Meaning
You or your	<p>Each person to whom the Mortgage Offer is addressed, which might be natural persons, entities such as limited companies or partnerships (for example Limited Liability Partnerships or LLPs) and other organisations. Where there is more than one of you, the terms of the Mortgage Agreement applies to all of you together and to each of you on your own (this includes partnerships, where a reference to “you” means to each partner). This means that we can, for example, require just one of you to make all payments due under the Mortgage Agreement, or require some or all of you to make the payments together. Unless you tell us otherwise, if more than one of you is borrowing from us:</p> <ul style="list-style-type: none"> We don’t need to obtain agreement from all of you to make changes to the agreement. We may instead rely on one of you agreeing to any change as being agreement by all of you; and We may accept the signature, instruction or notice of one of you as being the signature, instruction or notice for all of you.
We, us or our	<p>OneSavings Bank Plc (registered number: 07312896) whose registered office is at The Observatory, Brunel Way, Dock Road, Chatham, Kent, ME4 4AF and any successors in title, assignees and any other person to whom we transfer our rights and/ or obligations in respect of the Mortgage Agreement, and any other person who is for the time being entitled at law to the benefit of your loan or mortgage.</p>
Additional Borrowing	<p>An additional amount we lend to you after the initial amount we lent you, which is covered by the Mortgage Deed.</p>
Early Repayment Charge	<p>If you overpay your mortgage outside of your scheduled Monthly Payments, we may apply early repayment charges. The charges which may apply are set out in your Mortgage Offer and Mortgage Illustration, and Section 1, Condition 7 of these Standard Terms.</p>
Fees	<p>The costs, fees, charges and expenses which you might have to pay us, details of which are set out in Section 1, Condition 9.2.</p>
Interest	<p>The interest you have to pay us on money you owe us, details of which are set out in Section 1.</p>
Interest Rate	<p>The rate of interest which applies to your mortgage, details of which are contained in the Mortgage Offer.</p>
Monthly Payment	<p>The monthly payments you must make, details of which are set out in your Mortgage Offer and in Section 1.</p>
OSB Group	<p>Means OSB GROUP PLC (registered number: 11976839) whose registered office is OSB House, Quayside, Chatham Maritime, Chatham, United Kingdom ME4 4QZ and any holding companies or subsidiary undertakings (as such terms are defined in the Companies Act 2006) of it or of any such holding company or under the control (the term control having the meaning set out in Section 1124 of the Corporation Tax Act 2010) of such holding company, in each case from time to time and an OSB Group company will mean any such company.</p>
Outstanding Balance	<p>The amount of money you owe us, which includes any arrears, interest, Fees and Early Repayment Charges, whether or not these have been added to your mortgage.</p>
Other Debt	<p>Any money (other than the Outstanding Balance) which you or any of you owe us in any capacity either on your own or with other people presently or conditionally, except for money you owe us under any existing or future agreement regulated by the Consumer Credit Act 1974 which does not provide that the agreement is secured by the Mortgage Deed.</p>
Transfer	<p>A transfer of our interests in your mortgage, as explained in Section 4, Condition 31.</p>
Working day	<p>A day on which we are open for business, excluding Saturdays, Sundays and Public Holidays.</p>

Additionally, where we use phrases like “such as”, “including” and “for example”, this means that the words following them are illustrative only and are not meant to limit the meaning of the term.

ANY QUESTIONS?

If you have any questions about these Standard Terms, or about the Mortgage Agreement, you can contact us using the details set out in Section 4. You can also ask your solicitor or conveyancer about them.

SECTION 1 - PAYMENTS, FEES AND INTEREST

1. Paying back your mortgage

- 1.1** You must repay all the money you owe us (which includes the money we originally lent you, any Additional Borrowing, plus interest, Fees and Early Repayment Charges) by the end of the mortgage term set out in your Mortgage Offer. If you don't do so we can continue to apply interest to the Outstanding Balance at the Interest Rate until it's fully repaid.
- 1.2** All payments you make to us (including the Monthly Payment) must be made in full, without set-off, deduction or counterclaim, on the dates on which they are due. If you do not, we will charge interest at the Interest Rate on any unpaid amounts. If a deduction is required by law, you must increase the payment so that we receive the amount due to us as if the deduction had not been made.
- 1.3** Your Mortgage Offer will tell you whether your mortgage is a Repayment Mortgage, Interest-Only Mortgage or Part-And-Part Mortgage.

What's a Repayment Mortgage?

A **Repayment Mortgage** is one where your Monthly Payment will pay off any interest which has arisen over the previous month, together with repaying some of the money we lent to you.

What's an Interest-Only Mortgage?

As the name suggests, an **Interest-Only Mortgage** means that your Monthly Payments will only pay off the interest which has arisen. That means you will still owe us the Outstanding Balance at the end of the mortgage term. You must make suitable arrangements to repay the Outstanding Balance at the end of the mortgage.

What's a Part-And-Part Mortgage?

A **Part-And-Part Mortgage** means that part of the money we lent you is a Repayment Mortgage and part is an Interest-Only Mortgage. Your Mortgage Offer will tell you which is which, and your Monthly Payments will be allocated accordingly. This means that, for the part of the money we lent you which is an Interest-Only Mortgage, you will still owe us the Outstanding Balance at the end of the mortgage term, and you must make suitable arrangements to ensure you do so.

Regardless of what type of mortgage you have, you must pay us back the Outstanding Balance by the end of the mortgage term.

- 1.4** If your mortgage or any part of it is an Interest-Only Mortgage, you must make suitable arrangements to pay off the money we have lent you at the end of the Term. If you arrange a repayment strategy you must keep it in place to repay us in full. If your repayment strategy or other arrangements do not produce enough money to pay off the money we have lent you and any other part of the Outstanding Balance at the end of the mortgage term, you will have to pay off the shortfall yourself from another source. Any shortfall will bear interest at the higher of:
 - 1.4.1** your then current Interest Rate; and
 - 1.4.2** a margin above the Bank of England Base Rate,
 - 1.4.3** and we may continue to charge you interest and Fees even after any court order requiring you to pay the whole or any part of the Outstanding Balance. Your obligations under this condition will continue even after release or discharge of your mortgage.
- 1.5** If your mortgage or any part of it is an Interest-Only Mortgage, we may ask you from time to time to provide information about your repayment strategy or any other method you intend to use to repay the money you owe us at the end of the term, and you must provide this information to us.
- 1.6** We may change your mortgage (or any part of it) from an Interest-Only Mortgage to a Repayment Mortgage if:
 - 1.6.1** any event occurs which entitles us to claim immediate repayment of the Outstanding Balance, as set out in Section 3; or
 - 1.6.2** you fail to supply information regarding your repayment strategy and we have given you at least one month to remedy the failure; or,
 - 1.6.3** We reasonably consider that the repayment strategy or other method you intend to use to repay the amount we lent you at the end of the Term is unlikely to be sufficient to do so.

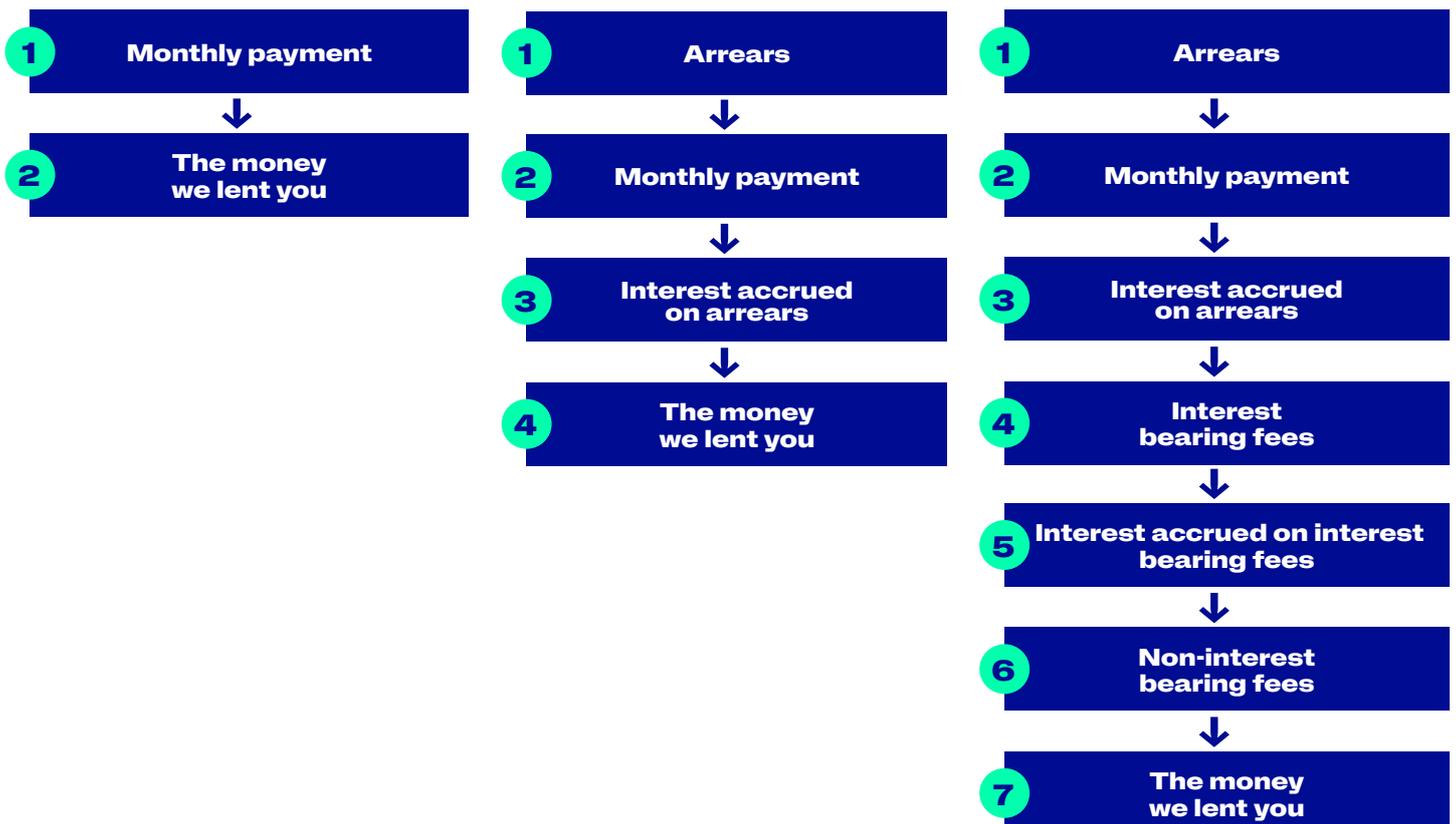
We will only exercise our rights under this condition acting responsibly and prudently and having regard to your ability to make Monthly Payments which include capital and interest.

2. Your Monthly Payments

- 2.1** You must make payments each month to pay off the interest on the money we have lent you and (if you have a Repayment Mortgage or Part-And-Part Mortgage) part of the money we have lent you. This is known as your **Monthly Payment**. Your Mortgage Offer will tell you what your initial Monthly Payment will be, but that may change over time, as explained in Condition 3.
- 2.2** When you apply for a mortgage, you will select a date in each month (between the 1st to the 28th inclusive in each month) that will be the payment date for your mortgage.
- 2.3** The first Monthly Payment is due on your first **payment date**. After that, Monthly Payments are due on the payment date in every month until you pay off the Outstanding Balance. An additional interest payment may be added to your first Monthly Payment. This will cover interest we charge from the date your mortgage completes to the first payment date you have selected when you applied for your mortgage.
- 2.4** You must make the Monthly Payments by Direct Debit from a UK-based sterling bank or building society current account which is in your name. If any Direct Debit payment is refused or recalled by your bank or building society, then we may charge you an administration fee for each unsuccessful application for payment as set out in the Tariff.
- 2.5** If you fail to make the Monthly Payments on time, you will have to pay us fees as contained in the Tariff (this will not affect our other rights under the Mortgage Agreement).
- 2.6** If the payment date you choose falls on a weekend or a bank holiday, your Direct Debit will be taken on the first working day following that date.
- 2.7** We will apply any Monthly Payment or other payment made by you against the Outstanding Balance in order set out below. We can change that order if we are required to apply your Monthly Payments in a different order (for example if there is a change to the laws or regulations we have to comply with), or if we decide that applying your Monthly Payment in a different order would be to your advantage:
- 2.7.1** first against any arrears;
 - 2.7.2** then against your monthly Mortgage Payment
 - 2.7.3** then against any interest accrued on arrears
 - 2.7.4** then against any fees and interest accrued on interest bearing fees;
 - 2.7.5** then against the money we have lent you.

ORDER OF PAYMENTS

When you make a payment to your mortgage account, funds will be allocated in an 'order of payments'. An order of payments is a payment allocation structure that ensures that your most critical obligations are prioritised when a payment is made to your mortgage account.



3. Changes to your Monthly Payments

- 3.1** The amount of your initial Monthly Payment is set out in your Mortgage Offer. We may change the Monthly Payment you make by giving you at least 10 working days' advance notice for the following reasons:
- 3.1.1** if there is a change in the Interest Rate. Any notice we give you will state when the change in the Interest Rate will, or did, come into force;
 - 3.1.2** to cover any Fees and interest on such Fees;
 - 3.1.3** to reflect any changes agreed between you and us in the number or amount of Monthly Payments;
 - 3.1.4** if there is a change in the Outstanding Balance including (by way of example only) if you take any Additional Borrowing or you pay part of your mortgage early or any Fees, or interest are added to the Outstanding Balance in accordance with these Standard Terms;
 - 3.1.5** If we have agreed arrangements with you to amend your normal monthly payment during a period of financial difficulty, or if such arrangements have come to an end;
 - 3.1.6** if the mortgage is changed to a Repayment Mortgage, Interest-Only Mortgage or Part-and-Part Mortgage under these Standard Terms or by agreement between you and us;
 - 3.1.7** if we need reasonably to provide for any other matter to make sure that all or part of the Outstanding Balance is repaid by the end of the term; and/or
 - 3.1.8** if the payment date is changed.
- 3.2** If the Interest Rate changes between the date of your Mortgage Offer and the date your first Monthly Payment is due, we may be unable to give you 10 working days' notice of any change to your Monthly Payment but we will give you notice in advance of the change as soon as we reasonably can.
- 3.3** If we change the way we collect the Monthly Payment we will give you at least one month's notice of this in advance of your next payment date (unless agreed with you separately) and we will only make the change:
- 3.3.1** to incorporate changes in our business (including on any Transfer) made in good faith;
 - 3.3.2** to reflect technological or systems changes;
 - 3.3.3** to meet any regulatory, financial, legislative changes or changes in the law; and/or
 - 3.3.4** to reflect best practice and industry guidance, including guidance and policy changes by our regulators.

4. How interest is calculated

- 4.1** Your Mortgage Illustration sets out the Interest Rate applicable at the date of the Mortgage Illustration. Your Mortgage Illustration will also set out whether the Interest Rate is fixed or tracks the Bank of England Base Rate (known as a reference rate) or whether there are any other special features of the Interest Rate for your mortgage (in each case, either for a specified period or for the term). This rate is used to calculate the interest you must pay us.
- 4.2** If your Interest Rate is linked to the Bank of England Base Rate then your Interest Rate payable will never be less than the minimum rate (or floor) shown in your Mortgage Illustration.
- 4.3** The Interest Rate is an annual rate. To calculate the amount of interest accruing daily, we divide the annual amount of interest by 365, except in a leap year where the annual amount of interest will be divided by 366.
- 4.4** Interest will be calculated daily on any part of the Outstanding Balance which attracts interest and will be applied to your account on the day your Monthly Payment is due at the Interest Rate. Interest will be calculated in respect of and payable on any amounts we lend you from the date we release the money up to and including the date the Outstanding Balance is repaid in full, even if the money we lend you is released to our solicitor or conveyancer at your solicitor or conveyancer's request before you need to use it.
- 4.5** If in any month we lend any further money to you (for example, if we make Additional Borrowing available to you or if we release any borrowing to you in instalments), interest will be calculated on that further money from and including the day it is lent or released to you or your solicitor or conveyancer.
- 4.6** If you fail to pay any other money which is owed to us when you are obliged to, interest will be charged on that money from and including the date on which you should have paid it until it is paid.
- 4.7** Interest which arises in any month or part of a month and is not paid before your next Monthly Payment is due will be added to your mortgage account (and will be treated as part of the

Outstanding Balance and will then be payable by you in accordance with these Standard Terms).

- 4.8** You must pay us interest which arises in any month or part of a month before your next Monthly Payment is due, and before the Outstanding Balance is repaid in full. If you do not, we will charge you interest on the interest you have not paid and this forms part of your Outstanding Balance. This may occur if the Monthly Payment is not sufficient to pay all the interest arising in the relevant month.
- 4.9** We will continue to charge you interest at the Interest Rate (or such other rate the court sets) even after any court order requiring you to pay the whole or any part of the Outstanding Balance.
- 4.10** We may change the method of calculating interest (including whether it is charged in advance or in arrears) to reflect changes in our procedure or systems introduced in good faith or for any of the other reasons set out in Section 3, Condition 18 of these Standard Terms. If a Transfer occurs the Transferee may change such method to reflect their procedures and systems. Any change in such method would not materially increase your obligations. We will give you not less than one month's notice in advance of any change in the method of calculating interest, unless agreed with you separately.

5. When we can change the Interest Rate

- 5.1** The Interest Rate will change where provided for and in accordance with the Mortgage Offer or otherwise in these Standard Terms.
- 5.2** If your Interest Rate is linked to the Bank of England Base Rate, changes in the Bank of England Base Rate will apply as follows:
 - 5.2.1** If a change in the Bank of England Base Rate is announced more than 10 working days before your next Monthly Payment is due, the change will apply to your Interest Rate on the date of that change, and we will inform you of any change to your upcoming Monthly Payments.
 - 5.2.2** If a change in the Bank of England Base Rate is announced 10 working days or less from when your next Monthly Payment is due, the change will apply to your Interest Rate on the date of that change, and we will inform you of any change to your subsequent Monthly Payment .
- 5.3** If the Interest Rate increases, the next Monthly Payment you make may not be sufficient to pay all of the interest that arose in the previous month. If this occurs, your subsequent Monthly Payments will be amended to accommodate this change. If the Interest Rate decreases, the next Monthly Payment you make may be more than the amount required to pay the interest that arose in the previous month. If this occurs, we may use any additional amount you pay in accordance with the payment schedule in Section 1, Condition 2.8.
- 5.4** We may also change the Interest Rate at any time to reflect a change (in our reasonable view) in the value of our security over your property because of the way in which the property is used or occupied. We will notify you within a reasonable time of any such assessment.
- 5.5** If you have a Buy-to-Let Mortgage, then we may also change the Interest Rate if there has been (or if we reasonably anticipate there will be) a material adverse change in your circumstances or ability to meet your obligations, or in the economic or regulatory conditions, that in any case will (or is reasonably likely to) increase our risk or reduce our return on your mortgage.
- 5.6** We will give you at least 10 working days' written notice of a change to the Monthly Payment following a change in the Interest Rate. The Monthly Payment will change on the next payment date following expiry of the 10 working days' notice.

6. When we may change the reference rate used to calculate your Interest Rate

- 6.1** We may make changes to your Mortgage Agreement to allow for an alternative reference rate, or an alternative basis for determining interest, to be used to calculate your Interest Rate instead of the reference rate currently used (normally this will be the Bank of England Base Rate). We will only do this where we reasonably believe that the reference rate your Interest Rate is linked to is no longer appropriate because one of the following events has occurred:
 - 6.1.1** where your Interest Rate is linked to the Bank of England Base Rate, that rate ceases to exist, an official body announces that it has been or will be discontinued or there is a substantial change to the way it is calculated;
 - 6.1.2** an official body announces that the reference rate your Interest Rate is linked to may no longer be used to set your Interest Rate or that another reference rate must be used instead; or
 - 6.1.3** we reasonably believe that it is generally accepted in the UK mortgage industry that the reference rate your Interest Rate is linked to is no longer appropriate for the purposes of calculating interest on mortgages.

- 6.2** If we make changes to your Mortgage Agreement under this section, we will make sure they are reasonable and proportionate and are limited to:
- 6.2.1** updating your Mortgage Agreement to allow the alternative reference rate, or alternative basis for determining interest, we reasonably set to be used for calculating your Interest Rate;
 - 6.2.2** making changes to your Mortgage Agreement to reflect any practices which generally apply in the financial markets in which the alternative reference rate, or alternative basis for determining interest, is used;
 - 6.2.3** any fallback arrangements, where we will use an alternative reference rate, or alternative basis for determining interest, becomes unavailable or cannot be used in the future; and
 - 6.2.4** adjusting your Interest Rate to reduce or eliminate the extent to which using the alternative reference rate, or alternative basis for determining interest, means you would pay more or less interest under your Mortgage Agreement.
- 6.3** We will write to tell you at least 28 days before we make any changes under this section, unless we have to make the change more quickly because of a change in law or regulation.

7. Overpayments and early repayment

- 7.1** You have the right to make overpayments to your mortgage outside of your scheduled Monthly Payments.
- 7.2** If you decide to make overpayments to your mortgage outside of your scheduled Monthly Payments, you must ensure you include your mortgage account number as a reference with this payment, so we can apply it to your mortgage account.
- 7.3** Your Mortgage Illustration may state that you can make overpayments on your mortgage up to a specified limit annually. If that is the case, overpayments up to that limit will not incur an Early Repayment Charge. However, if your Mortgage Illustration does not permit this or if you make overpayments which exceed the permitted annual limit, the overpayment will be subject to an Early Repayment Charge (as set out in your Mortgage Illustration) which will be taken from the overpayment amount which exceeds any permitted limit.
- 7.4** If your mortgage or part of your mortgage is repaid before the end of the mortgage term (including where you make permitted overpayments of more than the Monthly Payment), an Early Repayment Charge may arise in accordance with your Mortgage Offer. Where that is the case, you will need to pay us such Early Repayment Charge, as calculated under your Mortgage Offer. We may deduct these from any amount received before applying the overpayment to your mortgage. Any overpayment you make (whether by way of a lump sum or a regular amount added to your Monthly Payment) will be credited to your mortgage account on the day it is received by us]
- 7.5** If we demand you immediately repay the Outstanding Balance we may also require you to pay any Early Repayment Charge.
- 7.6** If you tell us that you intend to repay your mortgage in full before the end of its term, we will tell you how much you will need to pay on the date for early repayment.
- 7.7** You must also pay us any Fees payable under the Tariff or your Mortgage Offer in connection with any early repayment or overpayment (for example any administration fee on redemption).

8. DWP overpayments

If the Department for Work and Pensions (**DWP**) or any other government or regulatory body is making any payment to us at any time towards your obligations under the Mortgage Agreement and they make any overpayment, we will use this towards reducing the Outstanding Balance (and Early Repayment Charges may apply). If we have to refund any amount, we will tell you the amount and you must immediately reimburse us and make good any deficit which arises. It is your responsibility to maintain any shortfall between your Monthly Payment and any payment from DWP in accordance with the order of payments set out in condition 2.8.

9. Fees

- 9.1** You must pay any reasonable Fees we charge arising in connection with the Mortgage Agreement when we ask you to pay them. Some Fees will bear interest, and we will let you know when that is the case.
- 9.2** The term **Fees** means the following, to the extent we reasonably incur them:
- 9.2.1** the fees and charges set out in the Tariff;
 - 9.2.2** our costs, charges and fees as they arise (whether we demand them or not) in connection with administering the Mortgage Agreement (including but not limited to costs arising from finding you and communicating with you, supplying or copying deeds or documents to you and anyone acting on your behalf, collecting amounts you owe and enforcing the Mortgage Deed);
 - 9.2.3** any third party fees and charges we, or any receiver or agent appointed by us, incur during the life of the Mortgage Agreement (which may include legal, surveying or other professional fees, which we or a receiver or agent, pay);

- 9.2.4** our costs in any legal action relating to the Mortgage Agreement ;
 - 9.2.5** our costs in protecting or perfecting our security;
 - 9.2.6** our costs in buying out someone else's interest in the property;
 - 9.2.7** our costs in complying with any requests you make in connection with the Mortgage Agreement;
 - 9.2.8** our costs we reasonably incur in enforcing any of our rights under the Mortgage Agreement;
 - 9.2.9** our costs in putting right any failure by you to keep to the Mortgage Agreement (including but not limited to any insurance premium and associated costs arising under these Standard Terms); and which in each case are not covered by any other fees; and
 - 9.2.10** any disbursements we, or any receiver or agent, incurs (such as Land Registry fees).
- 9.3** If the property has been sold and the Outstanding Balance has not been paid off in full, the shortfall is the amount you owe us, and will become immediately repayable. You must pay the shortfall even if we have agreed to discharge the Mortgage Deed. Any shortfall will bear interest at the rate applicable under the Mortgage Agreement and we may continue to charge you Fees even after any court order, requiring you to pay the whole or any part of the Outstanding Balance. Your obligations under this condition will continue even after release or discharge of the mortgage.
- 9.4** We will send you a copy of our Tariff with the Mortgage Offer, with your first annual statement, if there are any changes to the Tariff and at any other time if you ask for a copy. Copies may also be obtained from our website. We may change the amount of Fees we charge, or add new Fees or remove Fees from the Tariff, in order to reflect in a proportionate manner changes in our operating costs, extra costs imposed by legal or regulatory requirements or the costs of doing the work for which the Fee is charged.
- 9.5** Any Fees incurred by you shall be payable immediately and if they are not, they will be added to the Outstanding Balance.
- 9.6** Certain Fees set out in the Tariff will bear interest at the Interest Rate in any event, calculated from the date on which such Fees become payable.

10. Reimbursement of losses

If a claim is made or a defence is raised against us because of something you do wrong or fail to do that you are supposed to do, or if you break the terms of the Mortgage Agreement, you must pay us the full amount of our losses, liabilities, costs and payments (which would not have arisen otherwise) in any way to do with the claim, defence or breach of the Mortgage Agreement. This is in addition to any Fees we have incurred.

SECTION 2 - YOUR OBLIGATIONS

11. Your obligations in respect of the property

- 11.1** You are responsible for taking good care of your property over which you have given us security under the Mortgage Deed. The following provisions set out certain things you must do or must not do in respect of the property. If you become aware of any circumstance which might put you in breach of the following obligations you must let us know immediately.
- 11.2** There are certain things you must do. They include that you must:
- 11.2.1** Live in and use the property as your main residence unless your mortgage is a Buy-To-Let Mortgage, in which case neither you nor a relative may occupy the property at any time during the term.
 - 11.2.2** If your mortgage is a residential, owner-occupied mortgage, use the property as your main residence as a single private dwelling.
 - 11.2.3** Look after the property so that it keeps its value as our security. This means doing all work necessary to put it in good repair and condition, keeping it clean and in good repair and condition and keeping to all obligations, responsibilities and restrictions that apply to it. You agree to complete any unfinished work on the property as soon as possible and to a high standard.
 - 11.2.4** Ensure you tell us if the property is going to be unoccupied for 28 or more consecutive days.
 - 11.2.5** Give us a copy of any notice or demand you receive in connection with the property within a reasonable time. You will take all reasonable and necessary steps to comply with the requirements of any such notice. If you receive any compensation arising from any notice you receive, you must pay this compensation to us and we will use it to reduce the Outstanding Balance. You will hold on trust for us any such compensation money you receive.
 - 11.2.6** Give us a new mortgage (if we ask) over any new or increased interest you get in the property.

- 11.2.7** Pay any rent, rates, taxes or other bills that are due for the property, even if you are not personally responsible for paying them. If we require, you will produce all receipts for such payments to us within a reasonable time. You agree that if you fail to pay any of these bills or costs, we may pay them on your behalf and add the amount to the Outstanding Balance.
- 11.2.8** Allow us or our agents (on reasonable notice) to inspect the property so we may be sure you are complying with the Mortgage Agreement. We will only inspect the property at a reasonable time.
- 11.2.9** Comply with all laws, agreements, leases and covenants which affect you, the property or the use of the property.
- 11.2.10** Comply in full with the terms of any lease the property is subject to. You must get our approval before you:
 - a.** give up the lease;
 - b.** agree to amend the terms of the lease or waive or release any of your rights under it;
 - c.** buy the freehold or any superior title to the property or any land or building that includes the property; or
 - d.** extend the lease.

11.3 There are certain things you must not do. They include that you must not:

- 11.3.1** Neglect or damage the property or do anything else to reduce its value.
- 11.3.2** Do anything on the property which might harm any insurance or which may increase the premium due for that insurance.
- 11.3.3** Change the use of the property without our prior written consent or allow the property to be used for a trade or business.
- 11.3.4** Make any structural or significant alterations to the property unless you have our written permission beforehand. We will act reasonably in considering any such alterations.
- 11.3.5** Alter the property nor grant rights in it to anyone (or allow anyone to get rights in it) or do anything which would reduce its value.
- 11.3.6** Create or allow to exist any security over the property other than this mortgage, without first obtaining our written consent.
- 11.3.7** Grant or agree to grant a lease or tenancy of all or any part of the property, unless you have a Buy-To-Let Mortgage (and any rights you have under the LPA to grant leases does not apply).
- 11.3.8** Transfer or dispose of your interest in the property without our prior written consent. You agree that you and we shall apply to the Land Registry for the entry of a restriction of any dealing in the property restricted by this condition.

11.4 Where certain things require our consent, we will normally give it unless it is reasonable for us to refuse to do so.

11.5 If you do not comply with any of the obligations you have regarding the property we may do so on your behalf and at your expense.

11.6 If at any time you have let the property in breach of these Standard Terms or (unless your mortgage is a Buy-to-Let Mortgage) the property is no longer your main residence (whether the property is let or not), we may without affecting our other rights under the Mortgage Agreement:

- 11.6.1** demand that you immediately repay the Outstanding Balance in accordance with Section 3, Condition 18; and/or
- 11.6.2** increase the Interest Rate by an amount determined by us, acting reasonably and with regard to market practice and our relevant interest rates for different types of mortgage at the time to reflect that the lending has changed because of, for example, the extra lending risk we incur; and/or
- 11.6.3** exercise any rights we have to evict the tenant (and for the avoidance of doubt, you shall be solely responsible for any liabilities arising to you or us as a result of such eviction).

12. Further requirements if you have a Buy-To-Let Mortgage or where you rent out all or part of your property

12.1 Some of our mortgages are intended to help you buy or refinance a property which is to be used exclusively to rent out on a residential basis to third parties who are not related to you. This is known as a **Buy-To-Let Mortgage**. We may also give consent to you letting out all or part of your property. Where either of these things is the case, there are some additional requirements which you must comply with which are set out in this section.

12.2 Things you must do:

- 12.2.1** You must comply with all legal requirements and hold any licences or other authorisations required in respect of letting out the property.
- 12.2.2** You must comply with the requirements of our Letting Requirements Criteria policy in place from time to time.
- 12.2.3** Any letting must be an acceptable tenancy as may be the legal requirement for the relevant jurisdiction of the location of the property from time to time and be as set out in your Mortgage Offer and our Letting Requirements Criteria in place from time to time.
- 12.2.4** You must let the property as a single private dwelling or a property in multiple occupation in accordance with the terms of your Mortgage Offer and our Letting Requirements Criteria in place from time to time.
- 12.2.5** If your property is leasehold you must obtain the consent of the landlord to any letting if required and comply with the terms of the lease and lease conditions.
- 12.2.6** You must not change the use of the property without our prior written consent or allow the property to be used for a trade or business.

12.3 Things you must not do:

- 12.3.1** You must not grant, extend or end a lease or tenancy, or agree to any of the terms being changed, unless you have our prior written consent or your mortgage is a Buy-To-Let Mortgage.
- 12.3.2** If your mortgage is a Buy-To-Let Mortgage, you can extend or grant tenancies without seeking our prior written consent provided that:
 - 12.3.3** the new or extended tenancy is on terms similar to the ones you used with the same (or the previous) tenant; and
 - 12.3.4** the new or extended tenancy meets our Letting Requirements Criteria in place at the relevant time (and you will need to check this to ensure this is the case).
- 12.3.5** You must not change the use of the property without our prior written consent or allow the property to be used for a trade or business.
- 12.3.6** You must not occupy the property as a dwelling, or let anyone related to you do so.

13. Transfer of shares in management companies

If your property is leasehold and you own a share of the freehold, management or residents' company, we may ask you to give us your share certificate or membership certificate. We may also request that you sign a share transfer form to allow your shares to be transferred to us so that if we need to repossess the property or sell it, we can transfer your shares or membership to the purchaser. We can receive payment or consideration for any such transfer and exercise any voting rights once in possession of the property.

14. Guarantees

- 14.1** For some mortgages we may request that a person other than you provides a Guarantee for your obligations under the Mortgage Agreement. That person is known as the **guarantor**. If we require this, it will be set out in your Mortgage Offer.
- 14.2** If we have required a Guarantee, the guarantor is required to guarantee to us that you will repay the following, with interest:
 - 14.2.1** the initial amount we lend you;
 - 14.2.2** any Additional Borrowing which we make to you following written notice being given to the guarantor;
 - 14.2.3** interest and any fees and expenses which we charge to your account and which relate to any liabilities covered by the Guarantee.
- 14.3** If we make any concession to you or any other person in respect of any obligation in the Mortgage Agreement such as allowing extra time to make any payment, this (or any other event which may otherwise release a guarantor), will not release the guarantor from their liability to us.

15. Making changes to the property

- 15.1** You must not do any of the following without our prior written consent:
 - 15.1.1** alter the property structurally;
 - 15.1.2** extend or convert the property; or
 - 15.1.3** change the use of the property.

15.2 Where we consent to such changes, you must:

- 15.2.1** obtain all necessary planning permission and building regulations approval;
- 15.2.2** ensure that any obligations concerning the property, including under the planning permission and in your title deeds, are complied with; and
- 15.2.3** ensure that all building works are carried out to an acceptable standard by appropriate qualified contractors.

15.3 We will have the right to instruct an independent, qualified valuer to inspect the completed works and you will need to pay a non-refundable fee for this.

15.4 You must pay all costs of preparing any plans or reports required by us, and all the expenses and fees, including our Fees, even if we do not consent to the change.

16. Insuring the property

16.1 You must keep the property fully insured against loss or damage for the full reinstatement value in accordance with your Mortgage Offer. If your property is leasehold you must also ensure the freeholder has the relevant insurance cover in place to meet our requirements.

16.2 You must insure the property even if the property is let. You must ensure that the tenant is aware of any conditions made by the insurance company.

16.3 You must keep the insurance in force until you have repaid the Outstanding Balance in full.

16.4 The insurance policy must:

- 16.4.1** be with a reputable insurance company;
- 16.4.2** cover at least the amount that is shown for the rebuilding cost of the property in your Mortgage Offer, which is designed to cover the amount (including Value Added Tax) required to demolish and/ or rebuild the property, clear the site of the property, pay for surveyors and other professional fees and pay for alternative accommodation;
- 16.4.3** be for an amount of cover that is adjusted each year in accordance with any change in the House Rebuilding Cost Index prepared by the Royal Institute of Chartered Surveyors, or if that index ceases to exist, such nearest equivalent index as we in our reasonable discretion decide;
- 16.4.4** cover loss or damage by fire, storm, flood, burst pipes, lightning, explosion, riot, civil commotion, malicious damage, impact by aircraft or other aerial devices or articles dropped there from or by any road vehicle, train, animal or falling tree, earthquake, subsidence, heave and landslide and other risks that we may from time to time reasonably require;
- 16.4.5** if you are purchasing the property, be on risk immediately before exchange of contracts, or the date on which the Initial Advance (or, if to be paid in instalments the first instalment) is paid to you or to our solicitor or conveyancer, whichever is the earliest;
- 16.4.6** if you are remortgaging the property, be on risk at least two days before completion of your mortgage; and
- 16.4.7** be suitable for properties being let, if your mortgage is a Buy-To-Let Mortgage.

16.5 You should tell your insurer that we have a mortgage over your property and our interest as a mortgage lender should be noted on the insurance policy. If we have a valid reason, for example there has been a change in insurance industry practice, we may ask for cover as joint insured or co-insured on a composite basis.

16.6 You must not do anything that will invalidate the insurance, for example giving false information to your insurer or leaving the property unoccupied for more than the period of time specified in the insurance policy.

16.7 You must pay the insurance premiums on time. You must show us your insurance policy if we wish to see it and produce receipts or other evidence that it is on risk and the premiums are paid up to date.

16.8 If we believe that you have not paid the buildings insurance premium or the cover has been cancelled, then we may ask you to give us evidence of the insurance arrangements that you have in place.

16.9 If you fail to provide a valid insurance policy when asked, or we reasonably believe that the property is no longer insured, or the insurance is not suitable, then we reserve the right, but are not obliged, to insure the property. If we insure the property, we will only insure our interest and not yours. You will need to pay the costs that we incur in insuring the property.

16.10 You can ask us for details of any insurance we have put in place in respect of the property.

16.11 If someone else has the right to insure the property (for example, because you are the leaseholder and the freeholder has the legal right to insure it), we may at our discretion accept such policy as satisfying, or partially satisfying, your obligations under this Condition 16 provided that:

16.11.1 that person has insured the property on the same terms as required under this Condition 16; and

16.11.2 you give us on request a certified copy of the policy and evidence of payments of the premium under the policy.

17. Insurance claims

17.1 If there is any significant loss or damage to the property, you must tell us as soon as possible.

17.2 You must take reasonable steps to ensure you or we are not prevented from making a claim under the insurance.

17.3 If it is necessary to make a claim on your insurance you must tell the insurance company as soon as possible and assist the insurance company to resolve the claim.

17.4 We may also make a claim on your insurance and negotiate and settle any claims on your behalf.

17.5 You will assign in our favour all proceeds of any insurance of the property and if any proceeds are paid directly to you, you will hold these funds on trust for us. At our option you will apply any such proceeds in making good the loss or damage to the property or towards repayment of the Outstanding Balance.

SECTION 3 - OUR RIGHTS WHEN THE MORTGAGE AGREEMENT IS BROKEN

We may choose to take certain actions or require you to take certain actions to ensure you comply with your obligations under the Mortgage Agreement, where you break the Mortgage Agreement or where certain things happen which affect our position. In this section we will explain what our rights are and how we may enforce these.

18. Our right to claim immediate repayment of the Outstanding Balance

18.1 We have the right to ask you to repay the whole Outstanding Balance immediately in certain circumstances.

18.2 We may demand that you immediately repay the Outstanding Balance if, at any time, any of the following occurs:

18.2.1 you are in arrears meaning that you have failed to make any two consecutive Monthly Payments in full on the payment dates and at the time of our demand those Monthly Payments have still not been paid in full;

18.2.2 you do not pay any other amount (not being a Monthly Payment) you owe us under the Mortgage Agreement when due (including without limit any Outstanding Balance at the end of the term);

18.2.3 you do not pay any amount which you owe to any other member of the OSB Group – please note that other members of the OSB Group may have trading names which are different from their legal names registered at Companies House, and you can find those trading names on our website;

18.2.4 you are in material breach of any of the terms of the Mortgage Agreement not relating to payment of money;

18.2.5 you create rights or grant an interest in the property that affect our ability to enforce the mortgage satisfactorily;

18.2.6 you (or any guarantor) become bankrupt or you apply for an interim order or decree to protect you from debt claims or make any formal arrangement with the people you owe money to (or any equivalent event occurs in another jurisdiction);

18.2.7 you (being a company or any guarantor) are subject to a petition for your winding up or for the appointment of an administrator, or you enter into liquidation or administration or into any arrangement with your creditors (or any equivalent event occurs in another jurisdiction);

18.2.8 you (or someone on your behalf or any guarantor) give us wrong information or failed to give information when you applied for the mortgage, and that information has had or would have had a significant negative effect on our decision to lend or continue to lend to you;

18.2.9 you (or any guarantor) are convicted of fraud or an indictable-only offence or we reasonably believe you have been involved in fraudulent or serious criminal behaviour;

18.2.10 you (or any guarantor but excluding your personal representatives) die or if there is more than one of you, the last one of you dies;

18.2.11 you are a corporate entity with a single director (or similar officer), and that officer dies;

- 18.2.12** any person or other lender with a right, claim or interest in the property takes legal action to repossess it or to enforce their interests;
- 18.2.13** the Mortgage Deed or any Guarantee is no longer valid, unenforceable or legally binding for any reason;
- 18.2.14** if your property is leasehold, you break the terms and conditions of the lease and receive a notice under section 146 of the LPA demanding that you take action to put the situation right and you fail to do so within the time set out in the notice;
- 18.2.15** any part of the property is bought under a compulsory purchase order or requisitioned;
- 18.2.16** the property or any part of it is damaged and in our reasonable opinion the value of our security is materially lowered;
- 18.2.17** you do not have a Buy-To-Let Mortgage and you let the property without our permission or did not comply with any of our conditions regarding occupation and use of the property;
- 18.2.18** an event occurs under any other agreement you have with us enabling us to demand repayment in full of monies borrowed under that agreement before their normal due date;
- 18.2.19** a regulator or order of a court requires us to enforce such immediate repayment;
- 18.2.20** we reasonably believe the relationship between you and us has irretrievably broken down as a result of your physical, threatening or abusive behaviour to our staff;
- 18.2.21** we reasonably believe our security to be at risk;
- 18.2.22** if you have a Buy-To-Let Mortgage, any loan to value ratio set out in the Mortgage Offer is breached and any provisions for supplying us alternative security or remedying the breach which are set out in the Mortgage Offer are not complied with;
- 18.2.23** if you have a Buy-To-Let let Mortgage and there has been, or if we reasonably anticipate there will be, a material adverse change in your circumstances or ability or in economic or regulatory conditions, which we consider will adversely affect your ability to meet your obligations to us under your Mortgage Agreement;
- 18.2.24** If you have a Buy-To-Let Mortgage, you failed to comply with the letting and occupation requirements under the Mortgage Agreement or as set out in our Letting Requirements Criteria in place from time to time.

19. Our right to enforce the Mortgage Agreement

- 19.1** If any of the events giving rise to our right to claim immediate repayment of the Outstanding Balance occurs as set out above and we demand that you immediately pay us the Outstanding Balance, the Mortgage Deed will become enforceable, and we may take possession of the property. We will have control of the property, and you will be required to leave the property.
- 19.2** We will also have the option to sell or let the property and if the property is already let, we can collect any rent payable. Section 101 of the Law of Property Act 1925 (LPA) gives us the right to insure and sell the property and we may sell the property whether or not we have repossessed it (section 103 of the LPA will not apply).
- 19.3** Any rent collected will be used to reduce the Outstanding Balance and the sale proceeds will be used to repay or reduce the Outstanding Balance. If there is any money left over, we will pay this to anyone that we know has a right to it, for example another secured mortgage lender. If we do not know of anyone else with a right to that money, we will pay it to you. If the sale proceeds do not cover the Outstanding Balance, you will still have to repay us the remainder of the Outstanding Balance.
- 19.4** In addition, if the Outstanding Balance becomes immediately repayable, we can choose to:
 - 19.4.1** Appoint a receiver.
 - 19.4.2** Vary the terms of, end, review or accept the surrender of leases or tenancies over the property.
 - 19.4.3** Grant leases or tenancies of the property on whatever terms we choose free of the restrictions of section 99 of the LPA.
 - 19.4.4** Exercise all other powers conferred on us under the LPA or on a receiver under the Mortgage Agreement.
- 19.5** If any of the Other Debt is immediately payable by you, even if you have paid off all the Outstanding Balance, we may exercise any of the rights referred to in this section.
- 19.6** If someone else has a first claim on the property, or an interest in it ahead of our Mortgage Deed, we can buy out the other person's rights at any time after giving you notice to demand that you pay the Outstanding Balance or as soon as any powers under the claim or interests have come into force. You will be responsible for any agreement we reach with the other person, and we may ask you to pay back any money we spent on buying out that other person's rights.

19.7 We or our agent may at any time, with at least 7 days' notice if practicable, enter and inspect the property and do any work we think necessary to comply with your obligations under the Mortgage Agreement. If we take any such action, it does not mean that we have repossessed the property and accepted the legal responsibilities of it. Therefore, you will still be responsible for the property including, for example, insurance.

19.8 If we or a receiver take possession of the property, we will notify you and request removal of all your furniture and other belongings. If you have not done so within 7 days of our notice, we may remove, destroy, dispose, store or sell any items left behind and will not be responsible for any loss or damage to your possessions. You must reimburse us all the costs of dealing with your furniture and goods. If we sell any of your belongings, we will pay you what is left after deducting such costs.

20. Our right to appoint a receiver

20.1 At any time after we demanded immediate payment of any of the Outstanding Balance, we may appoint in writing a receiver to manage the property.

20.2 The receiver may be our employee or anyone else we choose. We can 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.

20.3 The receiver will act as your agent and you are responsible for their costs and actions and for any contracts they make or enter into on your behalf.

20.4 The appointed receiver will have any of the powers given to them under the LPA and may do any of the following in your name as your agent:

20.4.1 Enter, repossess, sell and manage the property, carry out any repairs, alterations and improvements and appoint any suitable contractor for any work required.

20.4.2 Deal with all leases the property may be subject to, including letting the property on reasonable terms, varying the terms of any letting and allow any tenant to give up their lease on reasonable terms.

20.4.3 If the property is leasehold, agree to vary the terms of the lease, giving it up and/or taking a new lease. If the receiver agrees to a new lease, our security for the mortgage will automatically transfer to the new lease and the receiver may arrange whatever formal legal charge on it we may require.

20.4.4 Insure the property as they see fit and deal with any insurance claim and apply any insurance claim proceeds to repair/rebuild the property or reduce the Outstanding Balance as we deem appropriate.

20.4.5 Exercise all powers given to them or you by any statute, deed or contract in respect of the property and make any arrangements with you in respect of your rights;

20.4.6 Borrow money against the security of the property.

20.4.7 Sell any of the fixtures, remove, destroy, dispose of, store or sell any furniture or goods you fail to remove from the property.

20.4.8 Pay any interest and Fees and buy out anyone else's interest in the property.

20.4.9 Exercise all powers and authorities which we can exercise under the Mortgage Agreement. You agree that we may confer any powers and authorities which we could give if we were the actual beneficial owner of the property.

20.4.10 Take any action in your name or otherwise as appropriate and do anything else which a receiver may do legally as your agent in connection with the property.

20.5 The money the receiver receives will be used to pay, in this order:

20.5.1 the receiver's costs and expenses;

20.5.2 the receiver's fees at the rate we agree with the receiver from time to time; and

20.5.3 the rest of any amounts you owe us (including the Outstanding Balance and the Other Debt).

20.6 The receiver does not have to use the money they receive to pay off interest before repaying the mortgage or otherwise to pay off the Outstanding Balance and the Other Debt in any particular order.

21. Set-off against other money and security you hold with us

21.1 We have a right to apply other money you hold with us, or which we owe to you:

21.1.1 against the liabilities under your mortgage; or

21.1.2 against any other money or liabilities which you or any of you owe us in any capacity either on your own or with other people, whether presently or conditionally.

This is known as a **right of set-off**.

- 21.2** Our right of set-off will apply no matter which trading names the liabilities you owe to us or we owe to you are under.
- 21.3** This right of set-off will be exercisable by any Transferee, if you also owe that Transferee money or have other liabilities to that Transferee.
- 21.4** If we are holding any money on your behalf for another one of your properties which is mortgaged to us and there is a surplus in the amount required to discharge the debt relating to that mortgage, we can (but are not obliged to) use those monies to repay the Outstanding Balance under this mortgage.
- 21.5** You irrevocably authorise us to apply any credit balance we are holding on any account in the name of any of you, or any other monies we owe to any of you, towards any of the Outstanding Balance which is due and payable.

22. Charging interest and collection of Monthly Payments when the Outstanding Balance is not repaid in full by the end of the term

- 22.1** If you have not repaid the Outstanding Balance before or at the end of the term, we will continue to charge interest on the Outstanding Balance at the Interest Rate which applies to your mortgage and you will have to pay any Fees we incur.
- 22.2** We may also continue to collect Monthly Payments from you by Direct Debit (or other methods) after the Outstanding Balance has become due and payable at the expiry of the mortgage term.

23. Power of attorney

- 23.1** You agree to sign any document and do anything else which we reasonably request to discharge your obligations under the Mortgage Agreement.
- 23.2** You appoint us and a receiver (appointed by us), irrevocably and by way of security, to be your attorney to act for you and to sign any deed or document on your behalf and do anything required to:
- 23.2.1** comply with your obligations in the Mortgage Agreement;
 - 23.2.2** protect, manage, sell, perfect or improve the property or any other security created or intended to be created for the repayment of the Outstanding Balance and the Other Debt;
 - 23.2.3** help us exercise any of our rights under the Mortgage Agreement;
- 23.3** We (as your attorney) and/or a receiver (as your attorney) can at any time (not just if any of the events giving rise to immediate repayment of the Outstanding Balance happens):
- 23.3.1** employ and pay agents to carry out work on the property;
 - 23.3.2** take action to keep the property in good repair and condition;
 - 23.3.3** take action to comply with any applicable law or regulations in relation to the property;
 - 23.3.4** take action to remedy any defect with the Mortgage Deed which means it is not legally binding (including granting a new Mortgage Deed in our favour);
 - 23.3.5** sign forms or documents in relation to the property;
 - 23.3.6** do anything reasonably required in relation to the property to ensure the property will continue to provide good security for the Outstanding Balance, the mortgage or your Mortgage Agreement; and/or
 - 23.3.7** do anything else you are obliged to do under your Mortgage Agreement.
- 23.4** We will not be liable for anything which is done under this power of attorney unless we have failed to use reasonable care in exercising the power.
- 23.5** This power of attorney will end when the Outstanding Balance is repaid in full or when we agree in writing to accept a sum that is less than the Outstanding Balance and that sum has been paid to us. If we have not agreed to accept a lesser sum to clear the balance of the Outstanding Balance and/or Other Debt (or that sum has been agreed but not paid to us), this power of attorney will continue even after release or discharge of our charge.

SECTION 4 - OTHER TERMS AND INFORMATION

24. Valuations

Any valuation obtained by us in connection with the mortgage or property is for our benefit only and may not be relied upon by you even if disclosed to you. Any such valuation does not constitute a confirmation or guarantee by us or on our behalf that the property is worth the value given to it.

25. Transferring the mortgage to a new property

We will only allow you to transfer your mortgage to a new property (which is known as porting) if your Mortgage Offer specifically states that your mortgage is portable and the new property meets our lending criteria at the time you apply to transfer your mortgage.

26. Additional Borrowing

- 26.1** If you apply for any Additional Borrowing, we will carry out a credit assessment and our prevailing underwriting conditions will apply. We have no obligation to grant any additional borrowing even if our underwriting conditions are met.
- 26.2** If we make an additional borrowing offer, these Standard Terms will apply to that additional borrowing unless we agree with you otherwise in writing.
- 26.3** You will need to repay any Additional Borrowing made, together with interest, Fees and any Early Repayment Charges charged on the Additional Borrowing, within the period set out in the offer for the Additional Borrowing.

27. Our right to transfer

- 27.1** From time to time we may, or may agree to, sell, charge, hold on trust, assign or otherwise transfer or dispose of, in whole or in part, any part of the Mortgage Agreement and any other related security or guarantee(s) to any other person or organisation (known as a **Transferee**). This is referred to as a **Transfer**.
- 27.2** You understand that a Transfer typically involves us transferring all or some of the rights under the Mortgage Agreement to another person or organisation.
- 27.3** You agree to each Transfer that we may make and you understand and agree that we may do so without giving prior notice to you and without your consent.
- 27.4** You agree that we may provide information about or relating to you and your mortgage, any other person who is relevant to your application, your mortgage (including any Guarantees), the history and conduct of your mortgage account, the results of any statistical, monitoring or quality analysis activity that we may carry out on your account from time to time, and any other relevant information, to:
- 27.4.1** any Transferee, potential Transferee, a funder (or potential funder) of such Transferee and, in each case, their professional advisers and auditors;
- 27.4.2** any person who was previously a lender, and their professional advisers and auditors.
- 27.5** We may provide this information at any time on, prior to or after any actual or potential Transfer under this section of these Standard Terms. You also understand that we may provide such information to any such person or organisation including, but not limited to credit reference agencies for the purpose of quality analysis.
- 27.6** Any Transferee will be able to exercise the rights we have under the Mortgage Agreement on the same terms. You agree that any Transferee who has become the legal owner of your Mortgage Agreement (and any related security and/or guarantees) may change the Tariff applicable to your mortgage and may set the standard variable rate of interest (if any) charged on your mortgage independently of the rate set by us and any previous Transferee and by reference to their own circumstances at the time.

28. Changes to the terms and conditions of your Mortgage Agreement

- 28.1** Except where we have an express power to make a change to any specific part of your Mortgage Agreement for any other reasons, we can make changes to your Mortgage Agreement without getting your prior consent in the following circumstances:
- 28.1.1** to respond proportionately to changes in any applicable UK or European legislation or laws, including those about taxation;
- 28.1.2** to respond proportionately to orders of a UK court, regulator or competent authority;
- 28.1.3** to respond proportionately to changes in any applicable law or regulation;
- 28.1.4** to respond proportionately to any guidance, policy changes, notices, statements or announcements by a regulator or industry body;
- 28.1.5** to reflect changes to our systems or technology;
- 28.1.6** to introduce new product features or services;
- 28.1.7** to correct any mistakes or errors; or
- 28.1.8** to make any other changes which we consider (acting reasonably) are not to your detriment.
- 28.2** We will write to tell you at least 28 days before we have to make any changes, unless we have to make the change more quickly because of a change in law or regulation.

29. Delay, Waiver and Mistakes

- 29.1** If we relax any term of the Mortgage Agreement for you or we delay in enforcing any of our rights

under the Mortgage Agreement or only enforce this in part, this will not prevent us from enforcing them strictly at any time.

29.2 If we miscalculate the amount payable by you to us or make any other mistake about the Mortgage Agreement this will not affect any of our rights, including our ability to claim the correct amount from you either before or after the mortgage has been released, with interest at the Interest Rate until repayment.

29.3 A receipt or letter saying the mortgage has been repaid in full will not prevent you from being personally liable if it is later found out that the amount of the Outstanding Balance was understated by mistake or if any payment or Direct Debit payment is refused, reversed or recalled by your bank or building society.

29.4 This condition does not affect any legal rights which you may have as a result of the Outstanding Balance being understated.

30. Entire agreement

These Standard Terms, the Application Documents, your Mortgage Offer, the Mortgage Illustration, the Mortgage Deed, the Tariff, any Guarantee and any other agreement we may make with you including but not limited to additional borrowing offers, comprise all the terms agreed between you and us for your mortgage.

31. Third party rights

31.1 The Contracts (Right of Third Parties) Act 1999 does not apply to your Mortgage Agreement. This means that anyone who is not a party to the Mortgage Agreement will have no rights under that Act in relation to the Mortgage Agreement.

31.2 A party to the Mortgage Agreement includes anyone we Transfer our rights to in accordance with the Mortgage Agreement or anyone we appoint as a receiver.

32. Severability

Each of the provisions of these Standard Terms is severable and distinct from the others. If at any time any one or more of these provisions becomes illegal, invalid or unenforceable, this will not affect the legality, validity or enforceability of the remaining provisions.

33. Governing law

33.1 The Mortgage Agreement, and any non-contractual dispute arising out of it, is governed by the laws of England and Wales. The courts of England and Wales will deal with any claim, dispute or difference arising from the Mortgage Agreement.

33.2 These Standard Terms do not affect or exclude any terms and conditions implied by law unless set out expressly in these Standard Terms.

34. Complaints

34.1 It is our intention to provide you with a high level of customer service at all times. If there are occasions when we fail to meet your standards we will endeavour to put things right.

34.2 To make a complaint, please contact us using the contact details at the end of these Standard Terms.

34.3 We will try to resolve your concerns within 5 working days. If this is not possible we will acknowledge your complaint promptly in writing and do our best to resolve the problem as quickly as possible.

34.4 In the unlikely event that we have still not resolved the problem within 8 weeks we will write again to explain the reasons and advise when we expect to be able to give our final response.

34.5 If we decide that your complaint is more rightly dealt with by another party, for example your mortgage adviser, then we will refer the complaint to them within 5 days of making this decision. We will write to you to tell you we have done this.

34.6 If you are not satisfied with our final response to your complaint or if we have still not resolved your complaint within 8 weeks of receipt, you may be entitled to refer your complaint to the Financial Ombudsman Service (**FOS**). You can contact the FOS either via their website at www.financial-ombudsman.org.uk or via post at The Financial Ombudsman Service, Exchange Tower, London E14 9SR. FOS referrals must be made within six months of the date on which our final response was issued.

34.7 For a full outline of our complaints procedures and how to make a complaint, please go to our website: www.relymortgages.co.uk.

35. Contacting us and notices

35.1 You can contact us using the following details:

Telephone: **0330 058 4719**

Website: **www.relymortgages.co.uk**

Address: **Rely Mortgages, PO BOX 6075, Wolverhampton, WV10 6TD.**

35.2 If you send us any formal notices, you must do so at the address given above. We will only be deemed to have read a notice once we have actually received it.

35.3 If we need to contact you, we will write to you by post or email to the address that you have given us for this purpose. We will assume you have received it:

35.3.1 within two working days after posting it; or

35.3.2 on the day we sent the email.

35.4 We may also contact you by telephone or SMS, using the telephone number that you have given us.

35.5 We will always communicate with you in connection with your mortgage in the English language.

ALTERNATIVE FORMAT COMMUNICATIONS

We can provide this document in large print, Braille and audio. Please contact our Customer Services Team if you need an alternative format or any additional support with managing your account.

YOUR PROPERTY MAY BE REPOSSESSED IF YOU DO NOT KEEP UP PAYMENTS ON YOUR MORTGAGE.

Our Letting Requirements Criteria is annexed to these Mortgage Standard Terms.