

# MARKET HARBOROUGH BUILDING SOCIETY

Mortgage Conditions 2016

England and Wales

**Principal Office: Welland House, The Square, Market Harborough, Leicestershire LE16 7PD**

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YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.

ALL DOCUMENTS ARE AVAILABLE IN LARGE PRINT [, BRAILLE OR AUDIO CASSETTE]. WRITTEN QUOTATIONS ARE AVAILABLE ON REQUEST. 3

## MORTGAGE CONDITIONS 2016 (ENGLAND AND WALES)

This booklet sets out the mortgage conditions that apply to your Mortgage. They are the conditions on which we are prepared to lend you any money so it is very important that you read them carefully and make sure that you fully understand them. If you do not understand anything in this booklet, or any of the other documents we provide for your Mortgage, you must ask your legal advisers to explain them to you.

### 1. INTERPRETATION

#### 1.1 Definitions

In these Conditions and the Mortgage where the context allows the following expressions will have the following meanings:

“**Act**” means the Consumer Credit Act 1974 and includes any subordinate legislation made under it.

“**Advance**” means the original amount we have agreed to lend the Borrower and which is secured by the Mortgage.

“**Agreement**” means the Loan (including the terms set out in the latest Offer of Advance) together with the Mortgage Application declaration, the Mortgage (including any Mortgage which is security for an agreement entered into by us which is expressed to be a credit agreement regulated by the Act), any Deed of Postponement, any Assignment, any Deposit and these Conditions and the Rules.

“**Assignment**” means any assignment of Life Assurance (whether or not by way of Deposit) as security for (among other things) the Loan and includes the Life Assurance.

“**Assured**” means the Borrower (or if there is more than one person comprising the Borrower whichever of them is the life assured under the Life Assurance) or any other person defined as the Assured in the Offer of Advance.

“**Borrower**” means the person identified as such in the Mortgage together with all persons deriving title under him and (where the context admits) the Mortgagee and any person (other than a Guarantor) who undertakes the obligations of the Borrower.

“**Business Day**” means any day from Monday to Friday, except bank and public holidays in England and Wales.

“**Conditions**” means these Conditions as amended from time to time.

“**Deed of Postponement**” means the particular Deed (if any) which is expressed to regulate the priority of the Mortgage and is executed in our favour.

“**Deposit**” means any deposit of Life Assurance as security for (among other things) the Loan.

“**Guarantee**” means any guarantee given by the Guarantor.

“**Guarantor**” means the person (whether body corporate or individual) identified as guaranteeing the obligations of the Borrower in the Mortgage.

“**Interest**” means interest we charge on the Mortgage Debt.

“**Interest Rate**” means the rate(s) of Interest (as varied from time to time) payable on the Loan (or different parts of the Loan) under the Agreement.

“**Life Assurance**” means any life assurance policy referred to in the Agreement and assigned charged or deposited (or agreed to be assigned charged or deposited) to or with us as security and includes any life assurance replacing or representing the same.

“**Loan**” means the aggregate principal amount (including any further advance) which we advance to the Borrower or as the Borrower directs under the Agreement.

“**Monthly Payment**” means the monthly payment (subject to variation) from time to time assessed by us and notified to the Borrower whether in the Agreement or by subsequent notice, which the Borrower is required to pay.

“**Mortgage**” means the particular legal charge mortgage or other security document which is expressed to incorporate these Conditions and is security for (among other things) the Loan and is executed by the Mortgagee in our favour.

“**Mortgage Application**” means the application the Borrower makes and any information that the Borrower (or someone acting for the Borrower) gives us so that we can complete the Mortgage or lend additional monies to the Borrower.

“**Mortgage Offer Key Facts Illustration**” means the illustration of the costs and features of the Loan included in your Offer of Advance. We must give you the illustration by law.

“**Mortgagee**” means Market Harborough Building Society and anyone who takes over our rights and responsibilities under the Mortgage.

“**Mortgagor**” means the Borrower if the Borrower provided the security but, if not, then the person who provided the security (whether or not being or including the Borrower) and includes the persons deriving title under the Mortgage.

**"Mortgage Debt"** means all amounts outstanding for the time being on the security of the Agreement.

**"Offer of Advance"** means the written offer of advance or (as the case may be) offer of further advance (which includes where applicable the Mortgage Offer Key Facts Illustration) made by us to the Borrower (as amended, if at all, before we make the Loan or further loan) and any Special Conditions which are attached to it and includes these Conditions.

**"Binding Offer"** The "Offer of Advance" is not binding on the Society until all of the binding conditions have been confirmed as completed or satisfied by your legal adviser. At this time you will be issued with a "Binding Offer".

**"Payment Date"** means the day of the month from time to time notified by us to the Borrower as being the date on which a Monthly Payment is to be paid.

**"Planning Acts"** means the primary and subordinate legislation, by-laws, building regulations and other provisions of the general law for the time being in force relating to town and country planning.

**"Property"** means all freehold and leasehold and commonhold property (or other interest in land or buildings) charged to us by the Mortgagor under the Mortgage and includes any part or parts of it together with all fixtures additions or alterations to it.

**"Regulated Agreement"** means an Agreement which comprises an agreement which is expressed to be regulated by the Act.

**"Repayment Mortgage"** means a Loan where the principal and Interest is intended to be repaid over the Repayment Term by regular Monthly Payments.

**"Repayment Term"** means the term of years specified in the Offer of Advance and the Mortgage as the period over which the Advance is to be repaid by the Borrower to us.

**"Rules"** means the rules of the Society in force from time to time including rules adopted and/or amended after the date of the Mortgage.

**"Society"** and **"we"** and any related expressions mean Market Harborough Building Society and its successors in title and its assigns.

**"Special Conditions"** means the special conditions in the Offer of Advance which are part of the Agreement.

**"Standard Variable Base Rate"** means our variable rate of interest which we use to work out Interest and which can be changed by us at any time.

**"Tariff"** means our tariff of charges as published by us from time to time.

**"you"** and **"your"** and any related expressions mean (as the context allows) the Borrower or the Mortgagor or the Guarantor.

## **1.2 Construction**

1.2.1 The masculine includes the feminine and the singular includes the plural and vice versa.

1.2.2 The word "person" will include corporations and unincorporated associations as well as natural persons.

1.2.3 Obligations undertaken by more than a single person are joint and several obligations.

1.2.4 Expressions defined in the Mortgage will have the same meanings in the Conditions and vice versa.

1.2.5 The expressions "month" and "year" will mean calendar month and calendar year respectively.

1.2.6 Any reference to a statutory provision will be deemed to include a reference to any statutory modification or re-enactment of it from time to time in force.

1.2.7 Reference to Conditions is to clauses and sub-clauses in these Conditions.

1.2.8 The headings in the Conditions are for convenience only and are not to be taken into account in the interpretation of the Conditions.

1.2.9 The expressions "includes" and "including" do not limit the meaning of any other words.

1.2.10 In these Conditions or the Agreement, a reference to "in writing" includes fax, telex and email.

## **2. OUR RULES**

The Borrower is a member of the Society in accordance with the Rules. If there is any conflict or inconsistency between the Rules and the rest of the Agreement the Agreement will prevail.

## **3. SECURITY AND OTHER ENCUMBRANCES**

3.1 The Mortgage is made for securing the Loan and any further advances.

- 3.2 Where the Offer of Advance specifies that the Advance or further advance will be paid by instalments the Mortgage obliges us (subject to the terms of the Offer of Advance) to pay the instalments but the Mortgage does not oblige us to make any other further advances.
- 3.3 The security arising under the Agreement will be a continuing security and will not be satisfied by any intermediate satisfaction of the whole or any part of the Mortgage Debt but will secure the ultimate balance of the Mortgage Debt.
- 3.4 Nothing in the Agreement will prejudice our rights under the general law.

#### **4. LENDING**

- 4.1 From time to time we may increase or reduce the Interest Rate payable under the Mortgage. If the Interest Rate is increased, we will require either that the Monthly Payments are increased or that other provision is made for payment of the additional Interest. If the Interest Rate is reduced, we will tell you what adjustment you can make to the Monthly Payments.
- 4.2 Subject to the terms of any Special Condition relating to Interest Rate changes which covers a particular mortgage, at any time we have the power to change the Interest Rate to be paid, if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):
- 4.2.1 to reflect general market conditions (including interest rates generally or the terms on which similar accounts are offered by building societies, banks or anyone else providing mortgage loans);
- 4.2.2 so that we can compete more effectively with other building societies, banks and anyone else providing mortgage loans;
- 4.2.3 our costs have increased or are expected to do so;
- 4.2.4 to maintain our financial strength for the benefit of all our customers;
- 4.2.5 to take account of changes in the law, decisions of an ombudsman, a regulator or a similar person, or any code of practice with which we intend to comply.
- 4.3 We will tell you about Interest Rate changes at the earliest opportunity (and where practicable on or before the date the change takes effect) as follows:
- 4.3.1 by letter or other personal notice or electronic communication; or
- 4.3.2 by general notice in our branches and our Principal Office, together with advertisements in two or more newspapers of our choice. You can find out which are the relevant newspapers by contacting our Principal Office. Subject to these Conditions, any such change will not take effect on a date earlier than:
- 4.3.2.1 the date specified in your letter or other personal notice; or
- 4.3.2.2 the date on which the notice of the change is first displayed at our Principal Office.

#### **5. PAYMENTS**

- 5.1 The Borrower will in accordance with the Agreement:
- 5.1.1 repay the Loan to us and will pay the first Monthly Payment during the month of completion of the Mortgage and from then on pay the Monthly Payments on the twenty-fifth day in each month or on such other day as we may specify in writing;
- 5.1.2 pay Interest at the Interest Rate on the Mortgage Debt (without any deduction except any which the Borrower is obliged to make by law); and
- 5.1.3 pay all other amounts which may become payable by the Borrower under the Agreement.
- 5.2 Amounts referred to in Condition 5.1.3 will be due and payable by the Borrower at once and (for all or any part) may without limiting our other rights (but subject to Section 81 of the Act in the case of a Regulated Agreement) be appropriated from any payment made by the Borrower or recovered in addition to the Monthly Payment.
- 5.3 On each Payment Date the Borrower will pay to us the Monthly Payment from time to time applicable. Except where the Agreement provides for (or we agree to accept) Monthly Payments of Interest only, the Monthly Payments are intended to be a number of regular (even if variable) Monthly Payments attributable in part to repayment of the Loan and in part to payment of Interest (whether or not on particular occasions we attribute any payment wholly to repayment of the Loan or wholly to payment of Interest) Where the Payment Date is not a Business Day:
- 5.3.1 if the Payment Date is the last day of the month, the Monthly Payment will be due on the last Business Day before the Payment Date;
- 5.3.2 If the Payment Date is not the last day of the month but there is no Business Day following the Payment Date in the same month, then the Monthly Payment will be due on the last Business Day before the Payment Date;

- 5.3.3 in any other case, the Monthly Payment will be due on the first Business Day after the Payment Date in the same month as the Payment Date;
- 5.3.4 The initial Monthly Payment will comprise all Interest charged from the date of completion of the Mortgage to the last day of the following month;
- 5.4 The Borrower must make all Monthly Payments to us at an account of the Society that we may nominate from time to time and in the way we may direct. Failure to make payment on time will constitute a breach of these Conditions. Monthly Payments are sent to us at the Borrower's risk and we are not responsible for loss or delay. Any monies which the Borrower pays to us will be treated as being received by us only when we receive the monies in cleared funds.
- 5.5 Without prejudice to the previous provisions of this Condition 5, at any time we may give written notice (subject to the provisions of the Act in the case of a Regulated Agreement) to the Borrower to increase or reduce the amount or the number of the Monthly Payments remaining to be made:
  - 5.5.1 in Agreement circumstances Agreement;
  - 5.5.2 in Agreement Agreement
- 5.6 When varying the Interest Rate we will not be obliged to vary the Monthly Payment at that time.

## **6. INTEREST**

- 6.1 Throughout the Repayment Term interest will be charged on the Mortgage Debt on a daily rate basis. We will charge Interest before and after any judgment in our favour.
- 6.2 Subject to the provisions of the Act (where the Agreement is a Regulated Agreement) and subject to the terms of the Agreement:
  - 6.2.1 from time to time we may reduce the Interest Rate or any element of it without notice or formality from any date as we think fit;
  - 6.2.2 subject to Conditions 4.1 to 4.3, we may increase the Interest Rate or any element of it by notice given by advertisement or by notice to the Borrower or otherwise and any such increase will take effect from the date specified in the notice (not being earlier than the date of the notice).
- 6.3 We may enter (prospectively and provisionally) Interest for any year in the account of the Borrower on the first day or any subsequent day in that year, subject to Section 81 of the Act in the case of a Regulated Agreement. We may apply payments in any order as we think fit including application against:
  - 6.3.1 insurance premiums paid under Condition 13;
  - 6.3.2 other Interest;
  - 6.3.3 our costs and expenses under Conditions 12 and 30;
  - 6.3.4 principal; and
  - 6.3.5 arrears.
- 6.4 Where specified in the Offer of Advance and for so long as the conditions of it continue to be satisfied we may apply Monthly Payments in repayment only of the Interest accruing to the Loan the principal of which will be repaid at the end of the Repayment Term by the Borrower to us in the way that we determine.
- 6.5 Where we make a retention from the Loan or pay the Loan by instalments as works proceed we will pay the balance of the Loan to the Borrower by such instalments and at such times as we determine having regard to any conditions (whether in the Offer of Advance or otherwise) on which the Loan was made provided always that we will not be bound to pay the Loan or any part of it.

## **7. CHARGES**

- 7.1 We may make charges for items relating to the making of a mortgage loan, the operation of your account, or the Property and debit unpaid charges to your account with interest at the Interest Rate payable from time to time. The charges will reflect expenses we incur and the cost of staff time and the use of our office and computer facilities. We will tell you about our current charges in our mortgage literature and publish them on our website ([www.mhbs.co.uk](http://www.mhbs.co.uk));
- 7.2 We can change our charges at any time. Changes may include abolishing or amending existing charges, or introducing new charges and may be made if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):
  - 7.2.1 to reflect general market conditions and standards (including the levels of charges of other building societies, banks or anyone else providing mortgage loans);

- 7.2.2 so that we can compete more effectively with other building societies, banks and anyone else providing financial services;
- 7.2.3 our costs have increased or are expected to do so;
- 7.2.4 to maintain our financial strength for the benefit of all our customers;
- 7.2.5 to take account of changes in the law, a decision of an ombudsman, a regulator or a similar person, or any code of practice with which we intend to comply.
- 7.3 Where we introduce new charges or increase existing charges we will tell you about the change not less than 28 days before it takes effect as follows:
  - 7.3.1 by letter or other personal notice or electronic communication; or
  - 7.3.2 by general notice in our branches and our Principal Office, together with advertisements in two or more newspapers of our choice. You can find out which are the relevant newspapers by contacting our Principal Office.
- 7.4 We may introduce a change which abolishes a charge or reduces the amount of an existing charge with immediate effect and without notice.

## **8. REPRESENTATIONS**

- 8.1 The Borrower warrants and represents to the Society that:
  - 8.1.1 the Borrower is not in breach of or in default under any agreement to which the Borrower is a party or which is binding on the Borrower or any of his assets to an extent or in a manner which would have a material adverse effect on the Borrower or the Borrower's ability to perform the obligations under the Agreement and by entering into the Agreement the Borrower will not cause a breach or default of any agreement to which the Borrower is a party or which is binding on the Borrower or any of his assets;
  - 8.1.2 to the best of the Borrower's knowledge and belief no action or administrative proceedings of or before any court or agency which would have a material adverse effect on the Borrower's ability to perform his obligations under the Agreement has been started or threatened;
  - 8.1.3 all of the written information supplied by the Borrower to us in connection with the Agreement is true, complete and accurate in all material respects and the Borrower is not aware of any material facts or circumstances that have not been disclosed to us and which, if disclosed, might adversely affect the decision of a person considering whether or not to provide finance to the Borrower on the terms of the Agreement;
  - 8.1.4 except as disclosed to us before the date of the Offer of Advance no encumbrance exists over the Property other than encumbrances which we may allow in our discretion;
  - 8.1.5 the Borrower has no outstanding liability in respect of any guarantee, indemnity or other financial assurance to or for the benefit of any person (unless disclosed to and agreed by us) and the Borrower has not otherwise assumed directly or indirectly any liability whether actual or contingent in respect of any obligations of any other person; and
  - 8.1.6 at all times the Borrower will comply with any requirements of a financial nature set out in the Offer of Advance.
- 8.2 The Guarantor warrants and represents to the Society on the part of the Guarantor the warranties and representations set out in Condition 8.1 above as if the word "Guarantor" were substituted for the word "Borrower".
- 8.3 The representations in this Condition 8 will be deemed to be repeated on the first day of each month.

## **9. BENEFITS AFFECTING THE PROPERTY**

- 9.1 The Mortgagor (so far as the Mortgagor is able and subject to repayment) by executing the Mortgage assigns with full title guarantee to us all the Mortgagor's right, title, interest and benefit present and future in, to and under:
  - 9.1.1 any covenants, agreements, rights, securities, obligations and indemnities in any way relating to the Property; and
  - 9.1.2 any share or membership rights in a management company relating to the Property; and
  - 9.1.3 the right to receive any amounts, however arising, paid or payable, in relation to the Property or any damage or injury to it whether under statute or otherwise, including without prejudice to the generality of the foregoing the right to receive compensation under any statute by reason of any compulsory acquisition, requisitioning or other exercise of compulsory powers in relation to the Property or any refusal, withdrawal or modification of planning permission relative to it or any control or limitation imposed on or affecting the user of the same and if the Mortgagor receives any such amount the Mortgagor will hold it in trust for us.

## **10. COVENANTS**

- 10.1 The Mortgagor covenants with the Society:

- 10.1.1 to observe and perform the obligations of the Mortgagor pursuant to the Agreement;
  - 10.1.2 promptly and in a competent manner to complete any building or structure or extension which is in the course of erection on the Property or any works to the Property which we may permit;
  - 10.1.3 to put and keep the Property and all buildings, structures and boundaries on it in good and substantial repair to our satisfaction;
  - 10.1.4 punctually to pay all rents, ground rents, rent charges, rates, council tax and all other taxes, outgoings and impositions payable for the Property or the occupation of the Property and to indemnify us against the same;
  - 10.1.5 to observe and perform all covenants, conditions, restrictions and obligations affecting the Property (including all the covenants and provisions binding on the tenant under the lease (if any) under which the Property is held) and to indemnify us for the same;
  - 10.1.6 to comply with all proper requirements and regulations of the local or other competent authority affecting the Property and to make all applications necessary or desirable for its protection;
  - 10.1.7 to comply in all respects with the requirements of the Planning Acts;
  - 10.1.8 not without our prior written consent to apply for an improvement grant;
  - 10.1.9 not without our prior written consent to make, permit or suffer any structural alteration or addition to the Property or any demolition or waste of it or change of use or development of it within the meaning of the Planning Acts or otherwise allow the Property to be used for any other purpose than that for which it was used at the date of the Mortgage or permit the Property to suffer depreciation by neglect or mismanagement;
  - 10.1.10 to comply with any Special Conditions set out in the Agreement and to carry out any works of maintenance, repair or improvement required by any Special Conditions within the time specified in them whether or not there has been a retention of the whole or any part of the Loan;
  - 10.1.11 at once to pay us all premiums for insurance we arrange in accordance with the Agreement and duly and promptly enforce any claim which may arise;
  - 10.1.12 to hold in trust for us all monies received under any insurance arising for any loss or damage caused to the Property;
  - 10.1.13 that the powers of leasing and agreeing to lease and of accepting surrenders of leases conferred on a mortgagor in possession by the Law of Property Act 1925 will not apply to the Agreement and that the Mortgagor will not without our prior written consent create any tenancy, lease or licence over or part with or share the possession or actual occupation of the Property;
  - 10.1.14 not without our prior written consent to surrender or vary any lease under which the Property is held or agree or purport to do so;
  - 10.1.15 within seven days after receiving any claim notice of proceedings or other notice affecting the Property, including any landlord's notice (other than an ordinary first demand for rent or other money due under the lease) and any notice under the Planning Acts, to send a copy of it to us;
  - 10.1.16 not without prior written notification to us (giving full details of the Mortgagor's intentions) to create or permit to subsist (other than in our favour) any mortgage, charge, rent, charge, covenant or other encumbrance over the Property or any interest in it or any disposition in respect of the Property or any interest in it or any part of;
  - 10.1.17 not to use or permit the Property to be used except for private residential purposes;
  - 10.1.18 to comply at all times with all statutes affecting the Property;
  - 10.1.19 to comply at all times with the recommendations or requirements of the insurers of the Property.
  - 10.2 The Borrower covenants with the Society:
    - 10.2.1 to observe and perform the terms of the Agreement (except Condition 10.1 above where the Borrower has not provided the security and in such case the Borrower will procure that the Mortgagor observes and performs the terms set out in Condition 10.1 above);
    - 10.2.2 to comply with any Special Conditions set out in the Agreement.
- 11. ADDITIONAL COVENANTS FOR LEASEHOLD PROPERTY**
- 11.1 The Borrower and the Mortgagor covenant with the Society:
    - 11.1.1 to notify us immediately on receiving a notice served on it pursuant to Section 146 of the Law of Property Act 1925 and of any proceedings served on it for forfeiture of any lease demising the Property or for possession by the landlord of the Property;



- 11.1.2 to notify us immediately if any notice is given or received under the Leasehold Reform Act 1967 or Part I and Part III of the Landlord and Tenant Act 1987 or Part I of the Leasehold Reform, Housing and Urban Development Act 1993 relating to the Property and, at the Mortgagor's cost, to grant a charge to us of any extended or renewed lease of the Property or (as the case may be) the freehold reversion;
- 11.1.3 within seven days of receipt to give us full particulars of any notice, order or direction relating to or affecting the Property and to take all reasonable and proper steps to comply with the notice without delay; and
- 11.1.4 without delay to provide us with any evidence we may require to establish that the obligations of the Borrower and the Mortgagor under the Offer of Advance and the Mortgage have been complied with.

## **12. POWER TO INSPECT, REPAIR AND CHARGE THE COST/YOUR DEFAULT**

- 12.1 The Mortgagor will permit us and our employees, representatives and agents acting on our behalf to enter on the Property at any time to view the condition and state of repair of it or to revalue the Property or part of it or to check compliance with the Planning Acts or for any of the other purposes of the Agreement.
- 12.2 Following default by the Mortgagor or the Borrower in performing any of the Mortgagor's or the Borrower's obligations under the Agreement we will be entitled (but will not be obliged) to perform such obligation (whether or not on behalf of the Borrower or the Mortgagor) and by our officers, employees, agents and representatives to enter on the Property for that purpose. In acting under this Condition 12.2 we will not be deemed to be a mortgagee in possession and will not be accountable as such.
- 12.3 The Borrower will reimburse us immediately for any costs, expenses (including for the avoidance of doubt administrative expenses and the cost of legal proceedings of the Society) and liabilities incurred by or on behalf of us in exercising our rights under Condition 12.2 or generally in respect of the Agreement.
- 12.4 We may charge to the Borrower any administrative expenses we incur in communicating with the Mortgagor or the Borrower about any arrears or other irregularities in the conduct of the Agreement or as a mortgagee in possession.

## **13. INSURANCE**

- 13.1 On behalf of the Mortgagor, we may insure or may require the Mortgagor to insure the Property at the Mortgagor's expense with such insurers and in such manner as the Mortgagor may choose subject to our consent and keep the insurance in force until the Mortgage Debt has been repaid. Such insurance may be arranged through the agency of the Society and must be against loss or damage by fire and such other risks and in such names or with such interest noted as we may require and for such sums as we may from time to time decide or (at our discretion) for such wider cover or greater sums as the Mortgagor may reasonably request.
- 13.2 We will be under no obligation to the Mortgagor to see to the adequacy or existence of any such insurance and will not be accountable for any commission or other payment we earn or receive for any such insurance arranged through the agency of the Society. We will tell you about any such payments if required to do so by law.
- 13.3 The Mortgagor will pay all premiums payable for any insurance of the Property arranged by him on or before their due date and will produce to us on demand the receipt for every such premium and also will deliver to us on demand such evidence of the existence of such insurance as we may require.
- 13.4 If, at any time, the Mortgagor breaches the Mortgagor's obligations under this Condition 13 we will be entitled to insure the Property and/or to pay any premium in respect of such insurance.
- 13.5 All premiums and other expenses that we incur in connection with insuring the Property will be paid or reimbursed by the Mortgagor to us immediately after we pay or incur them and at the same time will be a charge on the Property until payment by the Mortgagor.
- 13.6 Except at our request or with our consent, the Mortgagor will not arrange or maintain any other or additional insurance in respect of the Property. If Mortgagor takes out any other or additional insurance (whether after application to us or with our consent or not and whether in the sole name of the Mortgagor or jointly with others) the Mortgagor will hold all monies received for the other or additional insurance or in respect of any other insurance on the Property being in the name of or in the control of the Mortgagor in trust for us to be paid to us or, at our option, we may receive the monies.
- 13.7 We will have full power to settle and adjust with the insurers all questions about the amount of any liability of the insurers. By executing the Mortgage the Mortgagor irrevocably (but subject to repayment of the Mortgage Debt) appoints the Society by way of security as the attorney of the Mortgagor on behalf of the Mortgagor and in the name of the Mortgagor to receive and give a good discharge for any monies arising in respect of the Property under any insurance to which the Mortgagor is a party and whether arranged by us or not. We will not be liable for anything which is done under the power of attorney unless we have failed to use reasonable care in exercising the power.
- 13.8 Any monies receivable by us or the Mortgagor on any insurance of the Property, whether arranged by us, the Mortgagor or any other person, will be applied at the option of the Society either (a) in or towards making good the loss or damage for which the monies are received in, or (b) towards payment of the Mortgage Debt.
- 13.9 Without our prior written consent, the Mortgagor will not do, omit or permit any thing which may make void or voidable or which may prejudicially affect such insurance or which may increase the premium payable for it.
- 13.10 Subject to any particular leasehold requirements, if you insure the Property any claims monies you receive will be as a trustee for you and us. At our request, you may have to pay such monies to us to reduce the Mortgage Debt.

## **14. LIFE ASSURANCE**

- 14.1 This Condition applies only if the security for the Agreement includes Life Assurance.
- 14.2 Unless and until the Life Assurance has been legally assigned to us we will have an equitable charge on the Life Assurance and, if we require, the Borrower will procure the assignment of the Life Assurance by the Assured. By executing the Mortgage the Assured irrevocably (but subject to repayment) appoints the Society by way of security to be the attorney of the Assured in the name of the Assured to assign, transfer, surrender or otherwise deal with the Life Assurance (so far as the Assured has power to do so) and to collect the monies assured by it. We will not be liable for anything which is done under the power of attorney unless we have failed to use reasonable care in exercising the power.
- 14.3 Each of the Assured and the Borrower represents to and warrants to and covenants with the Society:
- 14.3.1 that the Life Assurance is valid and in force and that the Assured is the absolute owner of it free from liens and encumbrances;
- 14.3.2 not without our prior written consent to do or permit or suffer any act, omission, matter or thing in consequence of which payment under the Life Assurance may be avoided or restricted or the Life Assurance may become void or voidable or lapse or we may be prevented from receiving any monies under it;
- 14.3.3 Immediately if the Life Assurance becomes voidable to do all things necessary for maintaining or restoring it or in case the Life Assurance lapses or becomes void also to do everything necessary to enable us to effect new life assurance on the Assured's life with any insurers we select, in the Society's name, for the amount which would have become payable under the Life Assurance if the Assured had died immediately before it became void or lapsed and if all premiums due up to that time had been duly paid and all conditions of Life Assurance had been observed and having a surrender value not less than that of the void or lapsed Life Assurance;
- 14.3.4 on or before the due date punctually to pay all sum(s) necessary to keep the Life Assurance on risk and to produce to us within seven days of a demand by us sufficient evidence of every such payment or to make arrangements satisfactory to us for making payments to us for onward transmission to the insurer;
- 14.3.5 to pay all sums paid and costs and expenses we incur under Condition 14.4 below;
- 14.3.6 that no monies have been or will be borrowed from the insurer by the Borrower or the Assured; and
- 14.3.7 that no monies have been or will be borrowed from any source by the Borrower or the Assured or any other person pursuant to any option or privilege conferred by or associated with the Life Assurance.
- 14.4 If there is default in payment of any sums required to keep the Life Assurance on risk we may pay them and all sums we pay and all costs and expenses we incur in restoring the Life Assurance or in taking out new life assurance must be reimbursed immediately by the Borrower to us.
- 14.5 Any monies payable under the Life Assurance will be applied in paying the amounts which the Assignment secures. The Borrower must immediately pay any shortfall to us.
- 14.6 Except with our prior written consent no charge, other encumbrance or security interest will be created on the Life Assurance nor will the Borrower or the Assured create or attempt to create any other charge or security interest in respect of the Life Assurance or the proceeds of it.
- 14.7 The Assured will not compete with us in claiming any security or monies unless and until the Mortgage Debt has been discharged in full.
- 14.8 The statutory powers available to us will apply to the Life Assurance and will be extended so that at any time after the Mortgage Debt has become payable we may sell the Life Assurance or surrender it to the insurers or make any other arrangements with the insurers as we think fit.
- 14.9 During the continuation of the Life Assurance we may suspend the repayment of the principal of the Advance to the extent that it will be a guaranteed benefit under the Life Assurance provided always that we may at our discretion at any time remove such suspension and convert the Mortgage to a Repayment Mortgage.

## **15. THE GUARANTOR**

- 15.1 The Guarantor will as between himself and the Society be deemed a principal debtor in respect of the covenants undertaken by the Borrower and the Mortgagor in the Mortgage.
- 15.2 The Guarantor covenants with the Society to observe and perform all the obligations of the Borrower and the Mortgagor to the Society under the Rules and/or the Conditions.
- 15.3 The Guarantor waives all rights to participate in the proceeds of the security or any monies which may be received by us whether from the Borrower or any other source.
- 15.4 The Guarantor will not be liable in respect of any further advance unless the further advance is made with the prior written consent of the Guarantor.

## **16. EVENTS OF DEFAULT**

- 16.1 Subject to the terms of the Agreement, we will allow the Mortgagor to hold and enjoy the Property until the Mortgage Debt has become immediately due and repayable for whatever reason.
- 16.2 Without prejudice to Condition 17 the Mortgage Debt will be immediately due and payable (in the case of a Regulated Agreement on or after the date specified in any notice required by the Act to be served on the Borrower) if:
- 16.2.1 the Mortgagor or the Borrower is in breach of any of the Mortgagor's or the Borrower's obligations under the Agreement or any of the Mortgagor's or the Borrower's other obligations to us or if the Guarantor is in breach of any of the Guarantor's obligations to us under the Guarantee; or
- 16.2.2 the Property is compulsorily purchased or acquired or any attachment, charging order, distress, execution or legal process is made or levied against the Mortgagor, the Property or any other property of the Mortgagor; or
- 16.2.3 the Borrower or the Mortgagor or the Guarantor commits any act of bankruptcy or enters into or proposes any composition or arrangement with or for the benefit of the Borrower's creditors generally, the Mortgagor's creditors generally or the Guarantor's creditors generally as appropriate; or
- 16.2.4 in the case of an Agreement comprising an Assignment or a Deposit the Assured dies (subject to Section 86 of the Act where the Agreement is a Regulated Agreement) or in the case of an Agreement which is not secured by an Assignment or a Deposit the Mortgagor or the Borrower or the Guarantor dies; or
- 16.2.5 the Borrower or the Guarantor or the Mortgagor within the meaning of Section 123 (1) (not including Section 123 (1) (a)) or Section 268 (as appropriate) of the Insolvency Act 1986 is unable to pay its debts as they fall due; or
- 16.2.6 any security created by any of the documents constituting the Agreement becomes for any reason void, voidable or unenforceable; or
- 16.2.7 the Mortgagor or the Borrower gives up possession of the Property to us; or
- 16.2.8 any representation or statement made by the Borrower pursuant to the Agreement or by any other authorised person in any notice or other document, certificate or statement delivered pursuant to the Agreement proves to have been materially incorrect or in a material respect misleading when made or if such misrepresentation or misstatement being capable of remedy is not remedied within ten Business Days after we have given notice of it to the Borrower requiring it to be remedied; or
- 16.2.9 the Borrower or the Mortgagor repudiates any of the documents constituting the Agreement to which it is a party or does or causes to be done any act or thing evidencing an intention to repudiate any of the said documents or the Guarantor repudiates the Guarantee or does or causes to be done any act or thing evidencing an intention to repudiate the Guarantee; or
- 16.2.10 if a notice is served on the Mortgagor pursuant to section 146 of the Law of Property Act 1925 or otherwise with a view to forfeiture and the breach specified by such notice is either incapable of remedy or is not remedied within the period specified; or
- 16.2.11 if the Borrower or the Guarantor dies in circumstances where the Mortgage Debt is not to be repaid in full out of the proceeds of the Life Assurance; or
- 16.2.12 If the Borrower becomes of unsound mind or ceases to have legal capacity.

## **17. NOTICE TO REDEEM THE MORTGAGE DEBT**

As an overriding right and notwithstanding any other provision in the Agreement if we give not less than six months' prior written notice to the Borrower (subject to the requirements of the Act in the case of a Regulated Agreement) requiring repayment of the Mortgage Debt the Mortgage Debt will become immediately due and repayable on the expiry of the notice.

## **18. CONTINUING SECURITY AND SET OFF**

- 18.1 The Mortgage will be security not only for the monies primarily provided for it but also for all monies which may be or become owing by the Borrower to us under this Agreement. We will not release any security until the Borrower has paid us all of these monies.
- 18.2 Condition 18.1 does not apply to any monies the Borrower owes us under a Regulated Agreement unless we have met the terms of the Act.
- 18.3 The Borrower authorises us to apply any credit balance to which the Borrower is entitled on any account of the Borrower with us in satisfaction of any sum due and payable from the Borrower to us under the Agreement but unpaid.
- 18.4 Section 93 of the Law of Property Act 1925 will not apply to this Agreement provided that this Condition 18.4 will not affect any right which the Borrower may have to discharge the Mortgage Debt under a Regulated Agreement. This means that if the Borrower wishes to repay the Mortgage Debt we can require the Borrower to discharge any other mortgage the Borrower has with us

## **19. EARLY REPAYMENT OF THE MORTGAGE DEBT**

- 19.1 Subject to Conditions 18 and 19.2 and subject as otherwise agreed between you and us, at any time you may redeem the security created by the Agreement on repayment of the Mortgage Debt, including Interest at a daily rate calculated from the date of the Monthly Payment immediately preceding repayment up to the date of repayment to the end of the month in which the repayment is made but, in the case of a Regulated Agreement, you will not be required to pay our expenses connected with the repayment.
- 19.2 Where the Agreement is not a Regulated Agreement, if you wish to repay all or part of the Mortgage Debt early, we will require you to pay also the following in line with your Offer of Advance:
- 19.2.1 our costs and expenses connected with any repayment of the Mortgage Debt (or any part of it) before the time agreed; and
- 19.2.2 any early repayment charges which the Offer of Advance requires you to pay; and
- 19.2.3 any Interest (instead of any period of notice) required under the Mortgage.
- 19.3 If you are repaying part of the Mortgage Debt:
- 19.3.1 we will not accept any sum as part repayment of the Mortgage Debt (for the purposes of re-calculating Monthly Payments) unless the sum is at least £1,000;
- 19.3.2 we may release any part of the Property from the Mortgage if we are satisfied that the remainder will be adequate security for the balance of the Mortgage Debt owing to us.

## **20. OUR REMEDIES**

- 20.1 The statutory power of sale applies to the Mortgage free from the restrictions imposed by Section 103 of the Law of Property Act 1925.
- 20.2 For the purposes of the Law of Property Act 1925 the Mortgage Debt becomes due on the day after the date of the Mortgage.
- 20.3 If the Mortgagor defaults in performing any of the covenants of the Agreement it will be lawful for but not obligatory on us to perform such covenants in whole or in part and to pay all sums and damages arising from the default.
- 20.4 All monies we expend under Conditions 12 and/or 20.3 and all other costs and expenses properly paid or incurred by us including costs of legal proceedings under the Agreement or in relation to the Property will on demand be repaid to us by the Borrower on a basis of full indemnity and until such repayment will be a charge on the Property and any Interest or insurance premium in arrears may be capitalised.
- 20.5 At any time after the Mortgage Debt has become immediately payable, without any previous notice to or concurrence of the Mortgagor, we may:
- 20.5.1 take possession of the Property;
- 20.5.2 exercise all the statutory powers conferred on mortgagees by the Law of Property Act 1925 with all the statutory incidents of such powers and so that the power of sale may be exercised whether we will be in possession or not;
- 20.5.3 appoint in writing any person or persons (whether or not one of our officers) as receiver and manager, which includes any substituted receiver and manager ("the Receiver") of the Property.
- 20.6 Where we appoint a Receiver under Condition 20.5.3:
- 20.6.1 from time to time we may determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place;
- 20.6.2 the Receiver will be the agent of the Mortgagor and will be entitled to assume and exercise any powers of the Mortgagor as he will deem necessary or proper;
- 20.6.3 the Mortgagor alone will be personally liable for the Receiver's acts, defaults and remuneration; and
- 20.6.4 the Receiver will have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed under it.
- 20.7 In addition to but without prejudice to any general powers referred to above (including Condition 20.6.4) or our power of sale, the Receiver will have the following powers:
- 20.7.1 to take possession of the Property (including taking possession against the Mortgagor by reasonable force) and for that purpose to take any proceedings in the Mortgagor's name or otherwise as he may think fit;

- 20.7.2 to carry out continue or complete any developments of the Property in accordance with the plans and specifications approved by us or such other plans and specifications as we may approve, such approval not to be unreasonably withheld;
- 20.7.3 to employ the services of any builder or other contractor or professional adviser in the improvement, repair or construction of the Property;
- 20.7.4 to raise monies from us or others on the security of the Property;
- 20.7.5 to sell, let or arrange the sale or letting and to terminate or accept surrenders of leases or tenancies of the Property or any part of it in such manner and on such terms as he may think fit and to carry any such transactions into effect in the name of and on behalf of the Mortgagor;
- 20.7.6 to make any arrangement or compromise which he or we may think fit;
- 20.7.7 to make and effect all repairs, improvements and insurances;
- 20.7.8 to appoint managers, officers and agents for the said purposes at such salaries as he may determine;
- 20.7.9 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers above and which he may lawfully do.
- 20.8 All monies received by any Receiver we appoint will be applied in the following order:
  - 20.8.1 in the payment of the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration;
  - 20.8.2 in the payment or the discharge of any liabilities incurred by the Receiver on the Borrower's or the Mortgagor's behalf in the exercise of any powers of the Receiver;
  - 20.8.3 in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of Section 109 (8) of the Law of Property Act 1925 (in or towards any payment of any debts or claims which are by statute payable in preference to us but only to the extent to which such debts or claims will have such preference);
  - 20.8.4 in or towards satisfaction of the Mortgage Debt and any surplus being paid to the person next entitled;
  - 20.8.5 we will not incur any liability in respect of any contracts, engagements, acts, omissions, defaults or losses of the Receiver or for liabilities incurred by him or for any misconduct by him or for his remuneration (either to the Borrower or to any other person) by reason of us appointing the Receiver or making or giving any regulation or direction to the Receiver for any other reason.
- 20.9 The Mortgagor irrevocably appoints the Society and the Receiver jointly and severally as its attorney for it and in its name and on its behalf and as its act and deed or otherwise to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or deemed proper for any of the purposes above. We will not be liable for anything which is done by us under the power of attorney unless we have failed to use reasonable care in exercising the power.
- 20.10 At any time after taking possession of the Property or appointing a Receiver we may give up possession or remove the Receiver on giving notice to the Mortgagor.
- 20.11 No delay or omission by us to exercise any right or power to pursue any remedy will impair any such right, power or remedy or be construed to be a waiver of any default on the part of the Borrower or acquiescence to it.
- 20.12 On realisation of our security if the net proceeds are not enough to repay all of the Mortgage Debt, you must immediately pay the shortfall to us. You must pay the shortfall to us even if we have given a deed of discharge. Any shortfall will bear interest at the Interest Rate until the Mortgage Debt is paid in full. Interest will be charged at the Interest Rate after any court order or judgment requiring you to pay the whole or any part of any shortfall.

## **21. OUR POWERS IN POSSESSION**

- 21.1 On or after taking possession of the Property we may grant or permit to continue any leases, tenancies or licences on such terms and conditions as we may determine. We may apply all rents received towards the discharge of the Mortgage Debt without us becoming liable as mortgagee in possession and the provisions of Sections 99 and 100 of the Law of Property Act 1925 will be extended accordingly.
- 21.2 On or after taking possession of the Property we may continue or build out any development, construction or work being carried out on the Property and all costs incurred in this respect will constitute a due and proper expense for us to substantiate our security.
- 21.3 On or after taking possession of the Property, as agent of the Mortgagor or the Borrower and at its expense we may remove, store, sell, let with the Property or otherwise deal with any fittings, furniture, vehicles, goods, livestock, equipment or materials which the Mortgagor or the Borrower fails to or refuses to remove and we will not be liable for any loss or damage occurring and we may, at our discretion, apply the net proceeds of any such sale, letting or other dealing towards the discharge of the Mortgage Debt.

- 21.4 If, at the time of entry into possession or receipt of any rents or profits of the Property by us or by any Receiver, the Property is let furnished under a tenancy which is or becomes binding on us or which we permit to continue then all monies received from a tenant of any furnished lettings of the Property will be applied as if it were rent of the Property and neither we nor any Receiver will be required or bound to make any apportionment of such rent in respect of any furniture or chattels comprised in the tenancy.
- 21.5 The provisions of the above Conditions will not confer on us any right in equity to any fittings, furniture, vehicles, goods, livestock, equipment or materials so as to constitute the Mortgage a bill of sale.

## **22. OUR STATUTORY POWERS AND OTHER POWERS**

- 22.1 No purchaser, mortgagee or other person or company dealing with us or any Receiver appointed under these Conditions will be concerned to enquire whether the Mortgage Debt has become payable or whether the power which we are or the Receiver is purporting to exercise has become exercisable or whether any monies remain due on the Mortgage or to see the application of any monies paid to us or the Receiver.
- 22.2 Where the Mortgagor is a member of a residents' association or a management company or a commonhold association because his being the owner or lessee of the Property he irrevocably appoints the Society to be his attorney with power to transfer any share held by the Mortgagor to any person to whom we have sold the Property in exercise of our power of sale and to receive any consideration paid for the transfer. We will not be liable for anything which is done under the power of attorney unless we have failed to use reasonable care in exercising the power.

## **23. MISTAKES AND MISCALCULATIONS**

- 23.1 Our security will not be prejudicially affected by any error or omission contained in any statement or information made or supplied by us to the Borrower during the subsistence of the Mortgage or after its discharge concerning the account.
- 23.2 The execution and delivery by us of a statutory receipt or instrument or discharge in respect of the Mortgage, any Assignment or any other part of the Agreement will not discharge the Borrower from personal liability if it is found subsequently that, on repayment, the amount of the Mortgage Debt was under-calculated or under-stated by mistake. However, we will not rely on this Condition to sustain a claim against the Borrower unless the claim is made in writing within three months after the date of the receipt or instrument provided that no time limit will apply where the Borrower was party or privy to the mistake.

## **24. CONCESSIONS AND EXCLUSION OF THIRD PARTIES' RIGHTS**

- 24.1 No delay, relaxation, indulgence or other concession by us at any time or from time to time in exercising our rights under the Agreement will constitute a waiver or affect our strict rights or any other exercise of our rights. Our rights under the Agreement are in addition to any provided by law.
- 24.2 No-one will have any rights under the Mortgage under the Contracts (Rights of Third Parties) Act 1999.

## **25. NOTICES AND COMMUNICATIONS**

- 25.1 Any notice to be given to us must be sent by pre-paid post addressed to us at **Market Harborough Building Society, Welland House, The Square, Market Harborough, Leicestershire LE16 7PD** or any other address that we notify to the Borrower.
- 25.2 Any notice relating to the Agreement will, without prejudice to any other way of serving notice, be deemed to have been properly served on the Mortgagor or the Borrower or the Guarantor if served on the Mortgagor or the Borrower or the Guarantor or their personal representatives personally or delivered or sent by first class letter, post, fax, telex or cable to the Mortgagor or the Borrower or the Guarantor or their personal representatives at their usual or last known place of abode or business.
- 25.3 If any such notice or demand is sent by first class letter post and is posted before the last scheduled collection of letters from the place of posting on any day it will be deemed to have been served on the addressee twelve hours following the day of posting, even if it is undelivered or returned undelivered, and to prove such service it will be sufficient to prove that the notice or demand was properly addressed and posted. Any notice or demand sent by telex, fax or cable on a Business Day will be deemed to have been served at the time of dispatch.
- 25.4 If the Mortgagor or the Borrower or the Guarantor dies, until we receive written notice of the grant of representation to the estate of the deceased, any notice or demand we send by first class letter, post, fax, telex or cable as described above and addressed to the deceased or his personal representatives at the usual or last known place of residence or business of the deceased will for all purposes be deemed a sufficient service of notice or demand by us on the deceased and his personal representatives and will be as effective as if the deceased were alive.
- 25.5 If the Borrower, the Mortgagor or the Guarantor is more than one person any notice or other thing will be sufficiently served if served on any one of them respectively.
- 25.6 If, accidentally, we fail to:
- (a) send to you a communication intended for our borrowers generally or a category of our borrowers of which you are one;
- or
- (b) display a notice at our Principal Office or any branch office;
- this will not make the notice or communication invalid.

- 25.7 Throughout the subsistence of the Agreement, we will communicate with you in English and all documents we send you and use will be in English.
- 25.8 Any notice or demand relating to the Agreement to be served or sent by the Mortgagee can, without prejudice to any other way of serving notice, be properly served on the Mortgagor, or the Borrower or the Guarantor if sent by email to the Mortgagor or the Borrower or the Guarantor at the email address communicated to the Mortgagee.
- 25.9 If any such notice or demand is sent by email and is sent before 5pm on any Business Day it will be deemed to have been served on the addressee at the time of dispatch and if sent after 5pm on any Business Day it will be deemed to have been served on the addressee on the next Business Day, even if it is undelivered or returned undelivered and to prove such service it will be sufficient to prove that the email was properly addressed.
- 25.10 It is the responsibility of the Mortgagor and the Borrower and the Guarantor to ensure that the Mortgagee has up to date and accurate address details including, where relevant, fax numbers and email addresses.

## **26. VARIATION OF THE MORTGAGE OR THE CONDITIONS BY NOTICE**

- 26.1 At any time, we may vary the terms of the Mortgage or the Conditions so as:
- 26.1.1 to take account of any change in the Rules; or
- 26.1.2 to comply with any statutory provision; or
- 26.1.3 generally to make alterations which are not prejudicial to the rights and interests of our existing borrowers as a class.
- 26.2 We will carry out any such variation by serving notice in accordance with these Conditions and the variation will take effect from such date(s) as we specify in the notice.

## **27. TRANSFER OF THE MORTGAGE TO A THIRD PARTY**

At any time we may transfer the benefit of the Mortgage to any person without the consent of the Borrower and on and after the transfer of the Mortgage all our powers, obligations and discretions will be exercised by the transferee.

## **28. TRANSFER OF THE PROPERTY SUBJECT TO THE MORTGAGE**

- 28.1 You may, subject to these Conditions and our consent (on which we may impose conditions), sell or transfer the Property subject to the Mortgage.
- 28.2 On such a sale or transfer, you must pay to us all sums then owing (or such lesser amount as we may decide) subject to the Mortgage.
- 28.3 From the date of the transfer, the purchaser or transferee will become responsible to us for all your liabilities arising under these Conditions and the mortgage deed. If so, we may release you at your expense. We will not register the transferee in our records nor release you from your obligations to us unless:
- 28.3.1 the requirements of Conditions 28.1 and 28.2 above have been fulfilled; and
- 28.3.2 the deed by which the land has been transferred and such further deeds, if any, as we may require has/have first been approved by or on behalf of us, without cost to us; and
- 28.3.3 such deed or deeds has/have been deposited with us.

## **29. COSTS AND EXPENSES**

- 29.1 You will pay, on a full indemnity basis, all costs and expenses we incur in connection with the Mortgage or the completion or repair of buildings or the collection of the Mortgage Debt or part of them or otherwise incidental to the negotiation, preparation, completion, protection, realisation or enforcement of our security or to the exercise of our powers generally in relation to the Property, including any fees and charges set out in our Tariff. Any such costs and expenses will be recoverable from you on demand and, until you pay them, will be (without prejudice to any other remedy) a charge on the security and will be added to the Mortgage Debt and subject to Interest from the date of expenditure at the Interest Rate. Any fee we charge you for setting up the Mortgage will be shown with the Key Facts Illustration you receive from us.
- 29.2 We may change our Tariff by either adding or removing fees to reflect the nature of the work which we do or changing the amount of any fee to reflect changes in the cost of doing the work.
- 29.3 We will provide you with a copy of our current Tariff at any time on request. A copy is also available from our website at [www.mhbs.co.uk](http://www.mhbs.co.uk). We will also send you a copy of the Tariff each year if we have made changes to it.

## **30. YOUR PERSONAL DATA**

We will use any information that you provide to us or that we obtain or generate relating to you in connection with our dealings with you in accordance with the declaration section of the Mortgage Application.

### **31. LAW**

These Conditions and the Agreement are governed by the law of England and Wales. You agree that the English courts have exclusive jurisdiction.

#### **31.1 JURISDICTION**

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 this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Mortgagee 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.

#### **31.2 AGENT FOR SERVICE**

(a) The Borrower irrevocably appoints behalf England ales, service of any proceedings under Condition 31.1 above. The Borrower will provide to the Mortgagee the written consent and agreement of such agent to act in this capacity on behalf of the Borrower.

(b) Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Borrower) and shall be valid until such time as the Mortgagee has received prior written notice from the Borrower that such agent has ceased to act as agent.

(c) If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Borrower shall immediately appoint a substitute acceptable to the Mortgagee and deliver to the Mortgagee the new agent's name, address and fax number within England and Wales.

#### **31.3 OTHER SERVICE**

The Borrower irrevocably consents to any process in any legal action or proceedings under Condition 31.1 being served on it in accordance with the provisions of these Conditions and the Agreement relating to service of notices. Nothing contained in these Conditions or the Agreement shall affect the right to serve process in any other manner permitted by law.

### **IMPORTANT NOTICE**

These Conditions govern the terms of your Mortgage with us. Please keep them safely for future reference.

### **FURTHER INFORMATION**

If you would like to find out more about the Market Harborough Building Society, please contact us at the address below:

[Name]

Market Harborough Building Society

Welland House

The Square

Market Harborough

Leicestershire

LE16 7PD

T: 01858 412250

F: 01858 412254

E: CustomersFirst@mhbs.co.uk

The Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 206041.

The Society is subject to the Financial Ombudsman Scheme.