



**SKIPTON  
INTERNATIONAL**

**MORTGAGE CONDITIONS  
(ENGLAND AND WALES) 2014**

## 1. Interpretation

1.1 In these Conditions unless the context requires otherwise:

<b>Mortgage</b>	any <b>Mortgage</b> deed or legal charge into which these Conditions are incorporated
<b>You</b>	the person(s) named as the Borrower in the <b>Mortgage</b> and their successor(s) in title
<b>SIL</b>	Skipton International Limited and shall include its successors transferees and assigns whether legal or equitable and whether in relation to all or part of the <b>Mortgage Debt</b> and may at any time mean more than one of them
<b>Property</b>	all land or <b>Property</b> described in the <b>Mortgage</b> and includes all buildings constructions fixtures on and additions to it. It can mean the whole <b>Property</b> or any part or parts of it as the context of any Condition requires
<b>Related Rights</b>	the following rights relating to the <b>Property</b> whether arising by agreement, common law or statute: <ul style="list-style-type: none"><li>(a) any right or option to purchase the freehold or superior leasehold (whether alone or jointly with others);</li><li>(b) any right or option to obtain a new or extended lease;</li><li>(c) any proceeds of sale letting or other disposition;</li><li>(d) any guarantees insurance or compensation monies;</li><li>(e) any share or membership rights in a residents association or management company;</li><li>(f) any other benefit right remedy or option of any kind relating to the <b>Property</b> the way it is built the materials it is made of its condition or use or its title (including any right or remedy which arises from damage to it or a fall in its value).</li></ul>
<b>Principal Sum</b>	the loan amount mentioned in the <b>Mortgage Offer</b>
<b>Loan</b>	the <b>Principal Sum</b> and any other sum lent to <b>You</b> by <b>SIL</b> or otherwise owed by <b>You</b> to <b>SIL</b> (and includes any additional borrowing or borrow back) as described in Conditions 2.1 and 2.2
<b>Mortgage Offer</b>	<b>SIL's</b> written offer to make a <b>Loan to You</b> as amended (if at all) before making the <b>Loan</b> or other <b>Loan</b> agreement between <b>SIL</b> and <b>You</b> and any terms and conditions incorporated by such offer or loan agreement. It also includes any offer of additional borrowing
<b>Mortgage Debt</b>	the total amount secured by the <b>Mortgage</b> and outstanding in respect of principal (capital), interest and any other sum <b>You</b> are obliged to pay to <b>SIL</b> under the terms of the <b>Mortgage Offer</b> or the <b>Mortgage</b> , or which is otherwise owing or for which <b>You</b> are liable to <b>SIL</b> including <b>Contingent Liabilities</b> and liabilities purchased or otherwise acquired by <b>SIL</b>
<b>Contingent Liability</b>	a liability which <b>You</b> may or may not become liable to pay to <b>SIL</b> depending on the outcome of future events and includes any liabilities which <b>You</b> may owe to <b>SIL</b> as a guarantor
<b>Interest Rate</b>	the rate or rates (If more than one) of interest stated in the <b>Mortgage Offer</b> as varied from time to time in accordance with the terms of the <b>Mortgage Offer</b>
<b>Year</b>	each period of 12 months ending on 31 December or such other date as <b>SIL</b> may notify from time to time

<b>Repayment Vehicle</b>	any method by which <b>You</b> intend to repay the whole or any part of the principal (capital) lent to <b>You by SIL</b> by the end of the <b>Term</b> including (without limitation) endowment policies, pension policies, personal equity plans and individual savings accounts
<b>Planning Acts</b>	the Building Act 1984, the Town and Country Planning Act 1990, the Planning (Listed Building and Conservation Areas) Act 1990 and the rules regulations and orders which are made under them or are continued by the Planning (Consequential Provisions) Act 1990
<b>Term</b>	in relation to each <b>Loan</b> the term for repayment specified in the <b>Mortgage Offer</b>
<b>Environment Acts</b>	the Environmental Protection Act 1990 and the Environment Act 1995 and the rules regulations and orders made under them
<b>Environmental Notice</b>	any notice in respect of contamination or pollution issued under the provisions of Sections 78A to 78YC of the Environmental Protection Act 1990 or Section 161A of the Water Resources Act 1991 which relates to the <b>Property</b> or any neighbouring property
<b>Charges</b>	all fees (including <b>SIL's</b> internal costs) which <b>SIL</b> charges or incurs in connection with the <b>Mortgage</b> (including legal costs on a full indemnity basis).

- 1.2 In these Conditions unless the context requires otherwise:
- 1.3 if there is more than one of You named as the Borrower in the Mortgage these Conditions apply to all of You together and to each of You on Your own and each of You will be fully responsible for all the agreements and obligations in the Mortgage (i.e. jointly and severally);
- 1.4 words given a special meaning by condition 1.1 are printed throughout these Conditions in bold type.
- 1.5 In cases of conflict the following order of priority will apply:
  - 1.5.1 the **Mortgage Offer**
  - 1.5.2 the **Mortgage**; and
  - 1.5.3 these Mortgage Conditions
- 1.6 Headings are inserted for convenience only and have no legal effect.
- 1.7 References to any Act of Parliament includes any modification replacement or re-enactment of it from time to time or any provisions in it and any rules regulations and orders made under it.
- 1.8 The Contracts (Rights of Third Parties) Act 1999 does not apply to the Mortgage and accordingly only You and SIL may enforce the provisions of the Mortgage.

## 2. Your Obligation To Pay All Monies Owing To SIL

- 2.1 You will pay to **SIL** by monthly Payments:
  - 2.1.1 the **Principal Sum** with interest on it calculated from the date of the **Mortgage** at such **Interest Rate** and in such manner as may from time to time be appropriate in accordance with the **Mortgage**. The monthly payments shall consist of principal (capital) and interest of such sums as may from time to time be determined in accordance with the Mortgage;
  - 2.1.2 every other sum which SIL lends to You with interest calculated on it from the date each sum is lent at the Interest Rate and in a manner which will be advised to You at the time of the relevant Loan.

- 2.2 You will pay to SIL immediately the sums which are incurred by SIL or become payable and owing to **SIL** including:
- 2.2.1 all **Charges**, insurance premiums and other monies from time to time payable or owing by owing by **You to SIL** under the **Mortgage**;
- 2.2.2 all costs and expenses reasonably incurred by SIL in relation or incidental to the negotiation, preparation and completion of the **Loan** or the taking of the **Mortgage** whether before or after the **Mortgage** was completed;
- 2.2.3 all other monies You owe or may owe to SIL from time to time whether before or after the date of the **Mortgage** which are due to be paid. In the case of monies owed before the date of the **Mortgage** this shall be limited to monies **You owe to SIL**;
- 2.2.3.1 In respect of a shortfall on a redeemed Mortgage to SIL, or
- 2.2.3.2 Where You are guarantor for a Loan or liability of another person or body;
- 2.2.4 in addition **You** will pay interest on all sums mentioned in this Condition 2.2 at the **Interest Rate** (and if there is more than one **Interest Rate** at whichever of those rates **SIL** may reasonably select) from the date they become payable or owing to **SIL** until they are actually paid.
- 2.3 Repayment on Notice being given by SIL
- 2.3.1 If SIL at any time after a date one month from the date of the **Mortgage** gives **You** three months' notice in writing demanding repayment of the **Mortgage Debt** on the date the notice expires with interest at the **Interest Rate** until payment.
- 2.3.2 If **SIL** exercises its power under Condition 2.3.1 it will waive any early repayment charge which would otherwise be payable.
- 2.4 Place and Manner of Payment

All payments to **SIL** shall be made to its Registered Office: Fairbairn House, Rohais, St Peter Port, Guernsey, GY1 6DS or such other address as **SIL** may notify to **You** and by direct debit or such other means as **SIL** shall reasonably direct. Payments are sent at your risk. You must pay punctually on the payment date (time shall be of the essence of the **Mortgage**).

### 3. Payments and Interest

- 3.1 Monthly Payments
- 3.1.1 You will pay the monthly payments referred to in Conditions 2.1.1 and 2.1.2 until the whole of the **Loan** and interest is repaid. The amount of the monthly payment shall be such sum payable on such days as shall be determined by **SIL** and notified to **You** to the intent that the whole of the **Loan** and interest shall be repaid within the **Term**. The Initial amount of the monthly payment will be as specified in the **Mortgage Offer** or as subsequently notified to **You** in writing by **SIL**.
- 3.1.2 Interest shall be charged by **SIL** and payable by **You to SIL** before as well as after any demand is made or any judgment (Court Order) is obtained by **SIL** to the extent permitted by law. Interest will be charged at the **Interest Rate**.
- 3.1.3 Any interest which is at any time owing due and unpaid may be compounded (included in the balance upon which interest is charged) by **SIL** monthly in accordance with its practice from time to time.
- 3.1.4 The 29 February in any leap year is excluded in the calculation and addition of interest.
- 3.1.5 **SIL** may appropriate any money received from **You** or on your behalf to such amount or amounts due from **You** as **SIL** may choose and may hold any such money in a suspense account until required to meet any future sum.

## 4. Related Rights

- 4.1 By way of further security **You** assign (transfer) the **Related Rights** (as defined in Condition 1.1.5) to **SIL** so far as **You** are able.
- 4.2 **SIL** will upon repayment of the **Mortgage Debt** and at the request and cost of the person entitled to them release reassign or transfer such of the **Related Rights** as then remain to the person entitled to them.
- 4.3 If **You** receive any money under any of the **Related Rights** **You** will hold the money in trust for **SIL**. Any money received under any of the **Related Rights** whether by **You** or **SIL** must be used to reduce the **Mortgage Debt** unless **SIL** agrees otherwise.

## 5. Your Obligations Concerning the Property

- 5.1 **You** will at all times during the Mortgage comply with all Your obligations as owner or occupier of the **Property**. In particular **You** will:-
  - 5.1.1 observe and perform all restrictive and other covenants agreements and obligations (if any) for the time being affecting the **Property** or its use or its us or enjoyment;
  - 5.1.2 pay all existing and future rents, rent charges and service charges (if any) payable in respect of the **Property**;
  - 5.1.3 produce to **SIL** on request a statement showing the amount of the rent, rent charges and service charges and the name and address of the person or persons to whom they are payable and when. **You** must produce to **SIL** on request the receipt for the payment of such sums not later than seven days after the day on which they became due;
  - 5.1.4 pay all sums which may become due to any local or other authority and also all rates, taxes and other charges payable in respect of the **Property**;
  - 5.1.5 keep **SIL** fully indemnified from all claims and costs whatsoever arising from any breach of your obligations as owner or occupier or non- payment of rent or other charges mentioned above;
  - 5.1.6 maintain and keep and where necessary rebuild the **Property** in good and substantial repair and condition to the satisfaction of **SIL**. In the case of a **Loan** for the construction of any building **You** will ensure any unfinished building or works are completed without delay and are properly built to the satisfaction of **SIL**;
  - 5.1.7 comply with every order notice and requirement of any local or other authority in any way relating to or affecting the **Property** or any road or footway which abuts the **Property**;
  - 5.1.8 not without the prior written consent of **SIL** (which will not be unreasonably withheld) remove any fixtures and fittings from the **Property**;
  - 5.1.9 not without the prior written consent of **SIL** convey, transfer, assign or otherwise deal with or otherwise deal with or give away the **Property** or any interest in the **Property** or create any mortgage or charge on or option or rights over the **Property**;
  - 5.1.10 where consent has been given under Condition 5.1.9 give express notice in writing to **SIL** within 14 days of completion of any dealing with the **Property** or any interest in it together with full particulars of the dealing. Deemed or implied notice under statute or common law is not sufficient;
  - 5.1.11 not without the prior written consent of **SIL** (which will not be unreasonably withheld) alter or extend or improve the Property or put up any other buildings or constructions on it or allow anyone else to do so or to change the use of the **Property** or any part of it or allow it to be used for any trade or business:-
    - 5.1.11.1 **You** must apply to **SIL** in writing with full details of your proposals and plans of the intended alterations or additions. **SIL** may at its discretion arrange for the **Property** to be inspected and the plans and proposals to be examined. **You** must pay the costs of this. If these costs are not paid when requested by **SIL** they will be debited to the mortgage account.

- 5.1.11.2 if **SIL** consents You will duly apply to the local planning authority as defined by the **Planning Acts** for any necessary permissions or consents. You will give **SIL** notice of the grant of such permission or consent within seven days of receipt. **You** will at all times indemnify **SIL** against all proceedings costs expenses claims and demands in respect of the application;
- 5.1.12 give full particulars in writing to **SIL** within seven days of receipt of any notice or proposal for a notice or order under the **Planning Acts** or **Environment Acts** and if so required by **SIL** produce such notice order or proposals to **SIL**. You must comply with any notice or order without delay (unless requested by **SIL** to act otherwise). If **SIL** requests **You** must make or join with **SIL** at your own expense in making such objections or representations against or about any notice or order or proposals as **SIL** thinks fit;
- 5.1.13 give full particulars in writing to **SIL** within seven days of receipt of any claim notice of proceedings or other notice affecting the **Property**;
- 5.1.14 comply with the **Planning Acts** and the **Environment Acts**. **You** will at all times indemnify **SIL** against all actions costs and demands whatsoever in respect of any contravention of the **Planning Acts** or the **Environment Acts**;
- 5.1.15 not without the prior written consent of **SIL** (which will not be unreasonably withheld) apply for or receive any grant or allow the local authority to carry out any repairs the payment of which would result in a charge being created over the **Property**. **SIL** may refuse consent if this means that any money would have to be repaid in priority to the **Loan**;
- 5.1.16 not without the prior written consent of **SIL** exercise the statutory powers of leasing or agreeing to lease or of accepting or agreeing to accept a surrender of a lease or grant or agree to grant any lease or tenancy of the **Property** or give to any person any contractual or other right to occupy the **Property**;
- 5.1.17 apply and agree that **SIL** may apply for a restriction in Land Registry form P to be entered on the register of any registered land that no disposition of the registered estate by the proprietor(s) of the registered estate or by the proprietor(s) of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of **SIL**;
- 5.1.18 where the Property is leasehold inform **SIL** of any notice served by **You** under the Leasehold Reform Act 1967 or the Leasehold Reform, Housing and Urban Development Act 1993 and execute in favour of **SIL** in such form as it may reasonably require a legal mortgage of the freehold or any new lease of the **Property** obtained by **You**;
- 5.1.19 permit **SIL** and any persons authorised by it to enter the **Property** upon reasonable prior notice at any reasonable hour (except in the case of emergency) to view or survey the state condition of the **Property**;
- 5.2 Notwithstanding any other provision in the **Mortgage**:
- 5.2.1 unless **SIL** has decided to and has taken possession of (repossessed) the **Property** **SIL** is not entitled to require any works to be carried out or to carry out any works itself in either case where such works are required either to remedy any circumstances which could lead to the issue of an **Environmental Notice** or to comply with an **Environmental notice**;
- 5.2.2 You will immediately notify **SIL** if **You** become aware of any circumstances which may lead to the issue of an **Environmental Notice** or if an **Environmental Notice** is issued and in either case will provide written details of the steps **You** intend to take to remedy the circumstances or comply with the **Environmental Notice**;
- 5.2.3 **You** will permit **SIL** to inspect the **Property** at any time including the taking of samples or the making of trial pits or boreholes;
- 5.2.4 **You** will not create any circumstances which could lead to the issue of an **Environmental Notice**;
- 5.2.5 in the event that **You** fail to comply with the provisions of Conditions 5.2.2, 5.2.3 or 5.1.4 the **Mortgage Debt** will become repayable at once in full.

## 6. Conditional Insurance of The Property

- 6.1 **The Property** shall be insured at your expense in the joint names of **You** and **SIL** or (subject to Condition 6.7 below) in such other manner as **SIL** may reasonably approve with an insurer approved by **SIL** (such approval not to be unreasonably withheld) and against such risks and on such conditions as **SIL** may from time to time reasonably require and notify to **You** from time to time (including but without limitation fire lightning explosion earthquake thunderbolt storm flood collision impact riot civil commotion labour or political disturbances malicious act escape or freezing of water or oil theft attempted theft breakage or collapse of any aerial or mast falling trees or branches subsidence ground heave and accidental damage) in accordance with **SIL's** insurance requirements or regulations from time to time which shall be binding on **You** as if incorporated in the **Mortgage**.
- 6.2 **The Property** shall be insured to a minimum of the full replacement value from time to time including architects and other professional fees, demolition, site clearance, the cost of complying with the requirements of all competent authorities and an allowance for inflation.
- 6.3 **You** will punctually pay all premiums for effecting maintaining or renewing such insurance immediately they become due.
- 6.4 If the insurance is effected through the agency of **SIL** all sums allowed to **SIL** by way of commission or otherwise by the insurers shall belong to **SIL**. **SIL** is not obliged to pay this to **You**.
- 6.5 **You** will immediately on demand deliver to **SIL** the policy or policies of insurance in respect of the **Property** and the receipt for every insurance premium.
- 6.6 **You** will hold all monies which may be received under any insurance policy relating to the **Property** in trust for **SIL**. **You** will pay such monies to **SIL** and **You** will pay such monies to **SIL** and **SIL** will apply them (so far as may be required) either in making good the loss or damage or in reduction or repayment of the **Mortgage Debt**. Any surplus will be paid to **You** or other person entitled to receive it. **You** must make good any shortfall.
- 6.7 Insurance in your name alone or not effected through **SIL's** agency
- You may only insure the **Property** on your own behalf or through your own agency with the prior consent of **SIL**. **SIL** must approve the choice of insurer and the terms of the policy. Approval will be given on such conditions (including **SIL** effecting its own contingency insurance at **Your** expense) as **SIL** reasonably sees fit. **SIL** is under no obligation to see to the adequacy of the cover afforded by any insurance policy arranged by **You**. If the insurance is in your name alone **You** must tell the insurer of **SIL's** interest in the **Property** and arrange for **SIL's** interest to be noted on the policy.
- 6.8 **You** or anyone else insures the **Property** in addition to any insurance effected by **SIL** so that there is double or more insurance cover **You** will hold any monies received in trust for **SIL**. **You** will pay such monies to **SIL** and **SIL** will apply them (so far as may be required) either in making good the loss or damage or in reduction or repayment of the **Mortgage Debt**. Any surplus will be paid to **You** or other person entitled to receive it. **You** must make good any shortfall.
- 6.9 **You** will pay all premiums for putting in place, maintaining or renewing any insurance in respect of the **Property** which is or has been put in place by **SIL** under the **Mortgage** if **You** fail to put any insurance in place or if any insurance put in place by **You** lapses. **You** agree such insurance may be put in place in the joint names of **You** and **SIL**. **You** will pay such premiums immediately they are incurred or become due and if **You** fail to pay them **SIL** will debit them to the **Mortgage** account.
- 6.10 **SIL** will have full power on your behalf to deal with the insurers on all matters arising under the insurance including power to settle any claim and receive any insurance monies.

## 7. Power of Attorney

- 7.1 By way of security **You** irrevocably appoint **SIL** and any Receiver appointed under the **Mortgage** jointly and severally to be your Attorney. If there is more than one of **You**, **SIL's** powers under this Power of Attorney will only arise after:

- 7.1.1 one of the events listed in Condition 8.4 has arisen; and
- 7.1.2 SIL has given **You** written notice that the powers have arisen and such powers will continue for the period of twelve months from such notice.
- 7.2 Any Attorney so appointed shall have power to:
  - 7.2.1 sign and complete any documents which **SIL** may require to make good its or your title to the **Property** or the **Mortgage** or for vesting the **Property** and the **Related Rights** in **SIL** or its nominees or in any purchaser;
  - 7.2.2 sign and complete and otherwise make good any security or other document referred to in the **Mortgage** and generally all agreements and documents (including any variation of your title to the **Property**) in order to protect or improve SIL's security;
  - 7.2.3 do everything that is necessary to obtain the assignment transfer or grant of all licences consents or certificates for using the Property;
  - 7.2.4 do anything which is needed for the full exercise of the rights remedies and powers conferred on **SIL** or a Receiver under the **Mortgage** or which may be considered expedient by **SIL** or a Receiver in connection with exercising them;
  - 7.2.5 settle any claim made by the landlord or by a management company (if the **Property** is leasehold) even though **You** may dispute or not admit any sums claimed if **SIL** thinks it reasonable to do so in order to protect **SIL's** security and to send and receive notices and counter notices, make compromises or agreements, issue and conduct applications for relief and take all other steps necessary or expedient in relation to any forfeiture or attempted forfeiture of the lease;
  - 7.2.6 exercise the **Related Rights**;
  - 7.2.7 make any claim under any policy of insurance referred to in Condition 6.
- 7.3 You agree with **SIL** and separately with any Receiver to ratify any lawful act of the Attorney if required to do so.

## 8. SIL's powers and remedies if you fail to comply with the Mortgage

- 8.1 If **You** fail to observe your obligations contained in the **Mortgage SIL** (without prejudice to any other rights it has) has the power (but is not bound) to carry out those obligations at your expense.
- 8.2 **SIL** is entitled to enter the **Property** without your consent and without notice to carry out any repairs it considers necessary or desirable or to complete any works of construction which have been left unfinished without becoming liable as mortgagee in possession.
- 8.3 If **You** leave any works of construction unfinished **SIL** shall have power either to sell the **Property** with the construction in an incomplete state or cause it to be completed. Any money expended will be treated as additional borrowing and form part of the **Mortgage Debt**.
- 8.4 If any of the following events the **Mortgage Debt** will become repayable at once in full:
  - 8.4.1 if an amount equivalent to 2 or more monthly payments payable under the **Mortgage** is in arrear; or
  - 8.4.2 if **You** do not perform or observe any of the Conditions expressed incorporated or implied in the **Mortgage** or the **Mortgage Offer**; or
  - 8.4.3 a petition for bankruptcy is presented against You or a bankruptcy order is made against **You** or **You** apply for an interim order or enter or propose to enter into any agreement with or for the benefit of creditors or if (being a Company) an order is made or a resolution passed for winding up (except for the purpose of amalgamation or reconstruction) or a receiver or administrator is appointed over all or any part of your assets; or
  - 8.4.4 if an order for compulsory acquisition of the **Property** or any part of it is made and confirmed.

- 8.5 **SIL** may at any time after the **Mortgage Debt** has become repayable without notice do all or any of the following:
- 8.5.1 take possession of the **Property** (subject to any Order of the Court which may be required);
  - 8.5.2 exercise all statutory powers (as extended or varied by the **Mortgage**) which are conferred on mortgagees by the Law of Property Act 1925 (subject to any Order of the Court which may be required) including the power to sell the **Property** (whether or not **SIL** has taken possession), the power to appoint a Receiver and the power to foreclose;
  - 8.5.3 the restrictions imposed on mortgagees' statutory powers by Section 103 of the Law of the Property Act 1925 as to the giving of notice or otherwise shall not apply and **SIL** shall be able to exercise its statutory power of sale in the circumstances mentioned in Condition 8.4;
  - 8.5.4 carry out any such repairs, alterations, additions or building works to the **Property** as **SIL** shall consider necessary or desirable for the maintenance protection or improvement of the **Property** or of the security created by the **Mortgage**. In doing so **SIL** shall not be deemed to become liable as a mortgagee in possession;
  - 8.5.5 lease or agree to lease the **Property** for such period at such rent and whether or not at a premium and upon such terms as **SIL** shall think fit;
  - 8.5.6 accept a surrender of any lease of the **Property** on such terms and conditions (including the payment of money to a tenant) as **SIL** considers fit.
- 8.6 Any Receiver appointed under the **Mortgage** will be appointed on such terms as to remuneration and other matters as **SIL** shall think fit and will be your agent and **You** will be solely responsible for his acts and omissions and for his remuneration. A Receiver may be an officer of **SIL**. A Receiver may exercise in relation to the **Property** and the **Related Rights** any power which **SIL** would be able to exercise, Section 109(8) of the Law of Property Act 1925 shall be amended so as to permit a Receiver to pay any money owing by **You** in such order of priority as he thinks fit.
- 8.7 For the purpose of finding out when **SIL's** power of sale or power to appoint a Receiver of income of the **Property** arises under the Law of Property Act 1925 and for any other purposes specified in that Act the Principal Sum shall become due 28 days after the date of the **Mortgage**.
- 8.8 If **SIL** takes possession of the **Property** **SIL** shall become your agent (but only in respect of the matters mentioned in Condition 8.8) with authority at your expense to sell remove store preserve let with the **Property** or otherwise deal with or dispose of in any manner **SIL** thinks fit any furniture chattels vehicles goods or livestock which **You** have refused or failed to remove from the **Property** within fourteen days and **SIL** shall account to **You** for all proceeds received less all expenses of dealing with the same.
- 8.9 If **SIL** releases its **Mortgage** for any reason before **You** have repaid the **Mortgage Debt** in full or if on sale of the **Property** or other realisation of its security by **SIL** the net proceeds are insufficient to repay the **Mortgage Debt** in full **You** must immediately pay the shortfall with interest at the **Interest Rate** until payment. This applies even if **SIL** gave a receipt when the **Mortgage** was released which stated that the **Mortgage Debt** had been repaid in full if **You** still owe **SIL** money. This does not stop **You** making any claim **You** may have against **SIL** if **SIL** gave wrong or incomplete information and **SIL's** mistake causes **You** loss.
- 8.10 **SIL** may upon such terms as it thinks fit release from the **Mortgage** any part of the **Property**.
- 8.11 **SIL** shall be entitled at any time to consolidate (combine) this **Mortgage** with any other security which it has or at any time holds for any other debt **You** owe **SIL** (notwithstanding that **You** have not failed to meet your obligations under the **Mortgage** or in connection with the other security). This means that **SIL** can insist that both the **Mortgage** and the other security must be redeemed at the same time, and **SIL** can refuse to accept repayment of one alone, Section 93(1) of the Law of Property Act 1925 (which if not excluded would prevent the equitable doctrine of consolidation) shall also not apply.
- 8.12 No property held by **SIL** as security shall be released (except at **SIL's** discretion) until all monies owing or which may become owing by **You** to **SIL** have been paid.
- 8.13 **SIL** shall not be liable for any act or omission in or about the exercise or execution of any of its powers rights or remedies under the **Mortgage** through which the **Property** falls into a state of disrepair or decay.

## 9. Transfer by SIL

- 9.1 **SIL** may at any time while any part of the **Loan** remains owing to **SIL**:
- 9.1.1 transfer, charge or otherwise dispose of the benefit of all or any part of the **Mortgage Debt** and/or the **Mortgage** and any other security held by **SIL** to any third party without referencing to **You** or obtaining your consent;
- 9.1.2 pass the information contained in your application for a **Loan** and any supporting documentation or information and any other documentation or Information relating to the **Property** the **Mortgage** and any other security held by **SIL** or relating to the conduct of the **Mortgage** account or any other information or documents relating to **You** or the **Property** to any transferee or potential transferee (or their legal or financial advisers) from **SIL**.
- 9.2 **You** agree that any transferee from **SIL** may rely upon the truth and accuracy of the information contained in your application for a **Loan** from **SIL** and any supporting documentation or information provided by **You**.

## 10. Title Deeds

- 10.1 **You** will deposit with **SIL** all documents relating to the **Property** or the **Loan** as **SIL** may from time to time require whether specified in the **Mortgage Offer** Or otherwise. **SIL** is entitled to keep these until the **Mortgage Debt** is repaid in full.
- 10.2 If **SIL** requires to hold the documents referred to in Condition 10.1 **You** may ask **SIL** to produce such documents to **You** or your Solicitor for examination or to supply extracts or copies of them. **You** must pay **SIL's Charges** of doing this. Such Charges must be paid immediately and if not paid will be debited to the mortgage account and interest will be charged at the **Interest Rate** from the date incurred.
- 10.3 Where title and other documents are not required by **SIL** **You** may have to pay a storage **Charge** (whether annually or otherwise). Such **Charges** shall be paid immediately and if not paid will be debited to the **Mortgage** account and interest will be charged at the **Interest Rate** from the date incurred.

## 11. Set Off

**You** will not withhold any monthly payment by reason of any set-off or counterclaim if **You** consider **You** have a claim against **SIL**.

## 12. Miscellaneous

- 12.1 The **Mortgage** shall be a continuing security for all monies secured or intended to be secured by the **Mortgage** notwithstanding there may have been at any time a balance to your credit on any account secured by the **Mortgage**.
- 12.2 Each of the provisions of the **Mortgage** is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the remaining provisions shall not in any way be affected.
- 12.3 No failure or delay on the part of **SIL** to exercise any power right or remedy shall operate as a waiver nor shall any single or partial exercise or waiver prevent the further exercise of that or any other power right or remedy.
- 12.4 **You** acknowledge receipt of the **Mortgage Offer** and these Mortgage Conditions.

## 13. Law

The Law applicable to the **Mortgage** is English law

## 14. Notices

- 14.1 If **SIL** has to give **You** notice or send **You** any other document then **SIL** can do so either by giving it to **You** personally or by fax or by post or delivery to the **Property** or your last known address. Where there is more than one of **You** **SIL** may give or send notice to all of **You** by giving or sending it to the one named first in **SIL's** records except where it is a requirement of law or regulation that each borrower must be served with such notice.
- 14.2 Any notice or document which is delivered or sent by post will be considered given 48 hours after having been posted or delivered. Notice given by fax will be considered given the day of transmission to a valid fax number.
- 14.3 If **You** are resident (or in the case of a corporate entity) incorporated outside of the United Kingdom:
  - 14.3.1 **You** irrevocably appoint Conveyancing Direct Limited, Windmill Road, St Leonards on Sea, East Sussex, TN38 9BY as your agent for service of process in relation to any proceedings before the English courts in connection with the **Mortgage** and these Conditions; and
  - 14.3.2 **You** agree that failure by a process agent to notify **You** of the process will not invalidate the proceedings concerned.
- 14.4 If any person appointed as process agent is unable for any reason to act as agent for service of process, **You** must within 5 working days appoint another agent on terms acceptable to **SIL**. Failing this, the **SIL** may appoint another agent for this purpose.