

The **co-operative** bank  
good with money

The terms and conditions  
of your mortgage

**2011 Edition**

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## Introduction

These terms and conditions are a legal document. It is important that you read and understand all the sections. We have tried to make it as straightforward as possible, but please ask your mortgage adviser or legal advisor if you have any questions or are not clear about anything.

Each section has a "quick guide" summary at the start. These are to help you understand the Mortgage Conditions and are not part of the Mortgage Conditions. You must still read the wording that follows the Quick Guide as they are the mortgage conditions which, along with the terms of the mortgage offer and Mortgage Security, make up the agreement between us.

There is also information about our complaints policy in section 21, on how we keep and use your personal information in section 18 and the Data Protection Notice at the end of this document.

## Important points to remember about your mortgage

Once you have agreed and sorted out your mortgage with us we have security over your home.

This means we can take and sell your home if you:

- do not pay the monthly payments
- do not do other things you should as part of your mortgage.

If there is more than one of you on the mortgage, each of you is jointly and individually responsible.

You must be clear that you **understand all the sections of the mortgage terms and conditions** before you sign anything.

Talk to your mortgage advisor or legal advisor about **anything** you are unsure of.

# Mortgage Conditions

## 1 Definitions

### Quick guide

This is the start of the Mortgage Conditions. The Definitions clause is a list of the technical and legal words and their meaning.

The words themselves should give you some idea of their meaning. However, you must understand that their full meaning is set out in this section.

There are also some words and phrases that have special meaning shown in the sections called 'If Your Home is in England or Wales' (section 23 starting on page 12); 'If Your Home is in Scotland' (section 24 starting on page 14); 'If Your Home is in Northern Ireland' (section 25 starting on page 15); and 'If Your Home is in Guernsey' (section 26 starting on page 17).

In these Mortgage Conditions, the Mortgage Offer and the Mortgage Security the following expressions shall have the following meanings:

**Amount You Owe** means all money and liabilities that you may owe us now or in the future, including:

- Your Mortgage
- all other money and liabilities either actually owed by you to us or that depend on events which may or may not happen (whether you owe that money as principal or guarantor or jointly or separately with any other person)
- all other monies or obligations which you owe to us in terms of these Mortgage Conditions or the Mortgage Offer
- all interest payable on those amounts as set out in the Mortgage Offer and/or these Mortgage Conditions, and
- all insurance premiums for insurance we have arranged for you in accordance with your instructions; but always excluding any monies that we lend to you on a consumer credit regulated agreement, unless all the appropriate procedures have been taken to allow us to include them within the Amount You Owe.

**Interest Rate** means the rate of interest specified in the Mortgage Offer or any other rate that we have given you notice of.

**Landlord** means, if Your Home is leasehold, the person for the time being entitled to enforce your obligations as tenant under the Lease.

**Lease** means if Your Home is leasehold, any lease or sub-lease by which you own Your Home (including any extension of the term of that lease or sub-lease).

**Monthly Date** means, unless another date is agreed between you and us, the date being one month from the date the Amount Released is sent to Your Legal Representatives and every equivalent date in each month after that until the Amount You Owe is repaid in full, or if any date does not fall on a Working Day, the immediately succeeding Working Day.

**Monthly Payment** means the amount we determine and notify to you from time to time as payable on a Monthly Date.

**Mortgage Amount** means the sum described as such in the Mortgage Offer.

**Mortgage Conditions** means these Mortgage Conditions.

**Mortgage Offer** means the offer given by us (or on our behalf) to you summarising the terms on which we are prepared to make Your Mortgage (or any part of Your Mortgage) available to you. This includes:

- any changes to or replacement of any existing Mortgage Offer, and
- any later letter written by us (or on our behalf) to you or any agreement between you and us setting out the terms upon which we are prepared to offer any further facilities or loans to you.

**Mortgage Duration** means the period of time shown in the Mortgage Offer starting on the date the Amount Released is sent to Your Legal Representatives or any other period that we and you agree shall be the period of time for repayment of the Amount You Owe.

**Mortgage Security** means the Legal Charge, Standard Security or other document creating a security that you have signed in our favour which makes reference to these Mortgage Conditions and all other documents ancillary or supplemental to it.

**NHBC Documentation** means any agreements under the National House Building Council Scheme, the Foundation 15 Scheme or other similar scheme (approved by us) set up to guarantee the structure of new or refurbished houses.

**The Tariff of Charges** means the fee or charge from the list of our charges from services you may use in the future as raised in accordance with these Mortgage Conditions.

**VAT** means Value Added Tax or any similar tax.

**Working Day** means Monday to Friday (inclusive) but excluding any Bank or other public holiday in the country where Your Home is.

**Your Home** means the land and/or buildings detailed as such and more particularly described in the Mortgage Security. A reference to Your Home is also a reference to any part of it.

**Your Legal Representatives** means the person or persons described as such in the Mortgage Offer.

**Your Mortgage** means

- the Mortgage Amount, and
- any other sum of money lent, advanced or readvanced to you by us under the Mortgage Offer.

The terms and conditions which relate to Your Mortgage are set out in these Mortgage Conditions, the Mortgage Offer, Tariff of Charges and the Mortgage Security. Taken together, these form our contract with you.

## 2 Interpretation

### Quick guide

This section includes rules which will help you understand the Mortgage Conditions and explains what 'You' and 'We' means.

#### 2.1 In these Mortgage Conditions:

- any reference to an Act of Parliament includes any statutory amendment to or replacement of it
- references to any gender include references to the other genders
- references to the singular include references to the plural and the other way round; the headings and the boxed text entitled 'Quick Guide' in these Mortgage Conditions are for information only and are not part of the Mortgage Conditions and do not affect the meaning of the Mortgage Conditions.

#### 2.2 What 'you' means.

In the Mortgage Offer, the Mortgage Security and these Mortgage Conditions when it says 'you', 'your' or 'yours' it means you, our borrower

and customer. It includes your personal representatives and executors and anyone claiming any right or interest from or through you.

If there is more than one of you:

- 'you' means all of you together and each of you separately, and
- each of you separately is, and all of you together are, legally bound by the terms of the Mortgage Offer, the Mortgage Security and these Mortgage Conditions.

#### 2.3 What 'we' means.

In the Mortgage Offer, the Mortgage Security and these Mortgage Conditions when it says 'we' or 'our' or 'us' it means The Co-operative Bank p.l.c and any person to whom our rights under the Mortgage Offer, the Mortgage Security and these Mortgage Conditions are transferred. If the Mortgage Security or the Amount You Owe or any rights under the Mortgage Security are transferred, 'we', 'our' or 'us' also means the person to whom the Mortgage Security or the Amount You Owe or any rights under the Mortgage Security is transferred.

## 3 Outline of Mortgage Conditions

### Quick guide

This section is an introduction to some of the things that you have to do under the terms of the mortgage. The details are contained in the sections referred to.

#### What you must do

You must insure Your Home. This is detailed in the section called 'Insuring Your Home' starting on page 5.

You must tell us, if we ask, who is living in Your Home. This is detailed in the section called 'Living in Your Home' starting on page 5.

You must do certain things as part of the agreement about your Mortgage. These duties are detailed in the section called 'Your duties about Your Mortgage' starting on page 6.

You must pay our costs for certain expenses. This is detailed in the section called 'Paying our costs' starting on page 7.

You must pay our fees or charges in our Tariff of Charges in certain circumstances. These are detailed in the section called 'Paying our fees and charges' starting on page 7.

You must pay any costs or any fees and charges set out in the Tariff of Charges that become due by you under the Mortgage Security or the Mortgage Conditions, immediately when we ask for them in writing. From the date those sums are paid or incurred by us or otherwise payable by you until the date you repay them, those sums will be added to the Amount You Owe and bear interest at the Interest Rate.

#### What you must not do

You must not make any arrangements about Your Home that we believe might affect our mortgage unless you have our prior written consent.

These restrictions are detailed in the section called 'When you need our consent' starting on page 7.

#### Our power to do things for you

We may do things for you in some restricted circumstances.

This is detailed in the section called 'What we can do for you' starting on page 8

#### Our power to transfer the Mortgage Security

We are able to transfer the Mortgage Security. This is detailed in the section called 'Our power to transfer the Mortgage Security' starting on page 8.

#### Having to repay Your Mortgage

If certain events happen, you must repay us. This is detailed in the section called 'When you must pay back your mortgage straight away' starting on page 8.

#### Our powers if you have to repay us

If you have to repay the Amount You Owe we have certain powers.

These powers are detailed in the section called 'Our powers if you have to repay us' starting on page 9.

#### Keeping the security in force

There are some miscellaneous conditions about keeping the Mortgage Security in force. These are detailed in the section called 'Keeping the security on your mortgage' starting on page 10.

#### How we may send notices to you

There is a set way that we may give you notice about anything to do with Your Mortgage. This is detailed in the section called 'How we send you notices' starting on page 10.

**Your rights against others**

As part of Your Mortgage arrangements, we are able to make claims on your behalf against other parties. This is detailed in the section called 'Rights against others' starting on page 10.

**Our information policy**

We may only give out information about you in certain circumstances. This is detailed in the section called 'How we look after your personal information' starting on page 11.

**Delaying action**

At any time we can give you or any other person time to pay. We can delay enforcing any rights we have against you or any other person.

This will not release or in any way affect our rights under the Mortgage Security or these Mortgage Conditions or against anyone else.

**Continuing Security**

The Mortgage Security stays in force until we have formally discharged it. This is detailed in the section called 'Continuing Security' starting on page 11.

**If Your Home is in England or Wales**

If Your Home is in England or Wales there are some separate conditions that apply to you. These are detailed in the section called 'If Your Home is in England or Wales' starting on page 12.

**If Your Home is in Scotland**

If Your Home is in Scotland there are some separate conditions that apply to you. These are detailed in the section called 'If Your Home is in Scotland' starting on page 14.

**If Your Home is in Northern Ireland**

If Your Home is in Northern Ireland there are some separate conditions that apply to you. These are detailed in the section called 'If Your Home is in Northern Ireland' starting on page 15.

**If Your Home is in Guernsey**

If Your Home is in Guernsey there are some separate conditions that apply to you. These are detailed in the section called 'If Your Home is in Guernsey' starting on page 17.

## 4 The law that applies

**Quick guide**

The Law that applies to the agreement between us will be that which applies where Your Home is.

If Your Home is in England, Wales or Northern Ireland:

- the Mortgage Offer, the Mortgage Security and these Mortgage Conditions are governed by the law of England, Wales and Northern Ireland, and
- you agree that any legal action relating to them or Your Home may only be dealt with by the Courts in England, Wales or Northern Ireland, except that we may enforce any court order against you in any country where you may be.

If Your Home is in Scotland:

- the Mortgage Offer, the Mortgage Security and these Mortgage Conditions are governed by the law of Scotland, and
- you agree that any legal action relating to them or Your Home may only be dealt with by the Courts in Scotland, except that we may enforce any court order against you in any country where you may be.

If Your Home is in the island of Guernsey:

- the Mortgage Offer, the Mortgage Security and these Mortgage Conditions are governed by the law of Guernsey, and
- you agree that any legal action relating to them or Your Home may only be dealt with by the Courts in Guernsey, except that we may enforce any court order against you in any country where you may be.

## 5 Insuring Your Home

### Quick guide

You must insure your home for the cost it would be to rebuild it. This is usually called buildings insurance. The amount of money it would cost to rebuild your home is called the reinstatement value.

The reinstatement value may be higher or lower than the market value. This condition means that we can insure Your Home if you don't and that we can deal with insurance claims if we think that is necessary. We are only interested in the insurance of Your Home and not the contents. You are responsible for making your own arrangements for the contents.

You must insure Your Home at your own cost throughout the Mortgage Duration in your and our joint names (or, if we ask you, with our interest noted on the insurance policy) against fire and any other risks that we require. We will decide the amount and manner of the insurance (subject to the lawful requirements of any Landlord). We must approve the insurance policy at all times.

Unless any Landlord lawfully requires different arrangements, we may pay the annual premiums for that insurance on your behalf.

By each renewal date of the insurance policy you must give us, if we ask for it:

- a copy of the original policy or the then current policy
- any other written evidence we require to show that the most recent premium due under the policy was paid.

If you fail to do this, we can insure Your Home at your expense.

Any money payable under the insurance policy must be promptly used to make good the insured loss or damage. Any money you receive under the insurance policy shall be treated as being held and must be held by you as trustee for us until it has been used to make good that insured loss or damage.

You must do everything necessary so that we can, if we choose, act on your behalf to settle or adjust any claim you may have under the insurance policy.

## 6 Living in Your Home

### Quick guide

You must ask our permission before you allow another adult to live in Your Home. Throughout the Mortgage Term, you must tell us in writing, if we ask you to do so:

- who is living in Your Home, and
- if there has been any change in who is living in Your Home since the date we last asked you.

Throughout the Mortgage Term, you must tell us in writing, if we ask you to do so:

- who is living in Your Home, and
- if there has been any change in who is living in Your Home since the date we last asked you.

You must ask for our consent before allowing any other adult to occupy Your Home. As a condition of giving you that consent we can require that adult first to give us a written waiver or postponement to our rights of any rights he may have in Your Home or the proceeds of its sale. He must also agree not to exercise any of those rights against us or in competition with us. This waiver or postponement will be in the form we require.

## 7 Your Duties about Your Mortgage

### Quick guide

This is about the things you must do whilst you have your mortgage with us.

These are about keeping up the value of your home. Most of the things are common sense. You would normally do these things any way to keep up the value of your home.

Other duties are about telling us if anything changes for you that might affect your mortgage. Telling us about these things in good time makes it easier for us to help you if you have a problem.

Throughout the Mortgage Duration, you must do all of the following:

- keep to the terms and conditions of the Mortgage Offer, these Mortgage Conditions and the Mortgage Security at all times
- pay all rents, rates, taxes and other outgoings payable for Your Home on time
- pay interest monthly on the Amount You Owe at the Interest Rate throughout the Mortgage Duration
- keep Your Home in good repair. If necessary, you will rebuild or make good all buildings and anything else fixed to or built on Your Home now or at any time throughout the Mortgage Duration
- allow us (and anyone we authorise) after giving you at least 24 hours notice to enter Your Home at all reasonable times during the day to inspect the condition of Your Home. We can leave, at Your Home, written notice of any failure by you to keep to your obligation to repair.

If we give you a notice stating that you have failed to keep to your obligation to repair, you will do whatever is necessary to put this right. If you do not, you will allow us (and our workmen) to enter Your Home to do anything that is necessary to put it right

- promptly provide us with any information about Your Home or your financial details which we may ask you for at any time
- complete any buildings which are not finished on Your Home promptly and properly and in any case within the period of time that we reasonably require
- keep to all obligations and agreements affecting Your Home

- tell us in writing if at any time you intend to leave Your Home either unfurnished or furnished but not occupied in either case for thirty consecutive days or more
- keep to all the requirements and regulations of all local and other relevant authorities which affect Your Home
- immediately you receive it, give us a copy of:
  - any notice or other proposal for a notice or order served on you under any statute, order, regulation or by-law, and
  - anything else which will or might decrease the value of Your Home and if we ask you to, you will make or join in making any representations about that notice that we may reasonably ask but at your own cost
- sign any deeds and do anything else that we ask you to do in connection with us using any of the powers which we have to:
  - protect the Mortgage Security, or
  - bring it into force, or
  - make the sale of Your Home easier
- tell us immediately if there is any claim for Your Home under any NHBC Documentation. For that claim you will:
  - when we ask, give us copies of all notices, letters, reports or other documents about it
  - pursue it with all reasonable speed
- tell us immediately about the result of that claim and the receipt of any payment under that claim, and
- use that payment only to put right whatever the claim was about and any related costs.

If Your Home is leasehold, throughout the Mortgage Duration you must keep to the tenant's obligations in the Lease and in particular:

- you must immediately pass on to us a copy of any notice you receive from the Landlord complaining about any failure by you to keep to your obligations in the Lease, and
- you must tell us promptly about any change of Landlord that you learn about.

## 8 Paying our costs

### Quick guide

Our costs are the money that we have to pay out to someone else in connection with your mortgage.

For example. If you don't maintain your property and we have to pay workmen to make those repairs, you have to pay us this money back.

Throughout the Mortgage Duration you must reimburse us in full for any reasonable costs we may incur for all claims, actions, proceedings, liabilities, costs, charges and expenses as a result of:

- anything we do or try to do under the terms of the Mortgage Security or these Mortgage Conditions
- any failure by you to do what you are supposed to do under these Mortgage Conditions or the Mortgage Security
- any payment towards the Amount You Owe (whether made by you or anybody else) being questioned or declared invalid for any reason, or
- you seeking a discharge of the Mortgage Security after the Amount You Owe has been paid.

## 9 Paying our fees and charges

### Quick guide

With your Mortgage Offer you will have received a Tariff of Charges. This sets out charges we may make for services you may use, things you may ask us to do or things we may do under the terms of the mortgage. These charges are in addition to our legal costs and expenses and we may change them. This section sets out what we can charge you for.

When we ask you to, you must pay us our fees and charges set out in the Tariff of Charges, as well as, our legal costs and other expenses incurred for:

- any application for our consent under these Mortgage Conditions whether or not that consent is given
- anything else under these Mortgage Conditions that involves us taking any action or considering any request, during the Mortgage Term and on redemption
- getting possession of, maintaining and subsequently disposing of Your Home
- administering your account other than in the normal course
- any actions we take as a result of your failure to keep to any of your obligations under the Mortgage Security or these Mortgage Conditions.

## 10 When you need our consent

### Quick guide

This section lists the things you cannot do unless you have our permission. This is because there might be an effect on the Mortgage Security.

Throughout the Mortgage Duration unless you have our prior written consent you must not do any of the following:

- let any person obtain any interest in Your Home
- create (or allow to be created) any mortgage or other charge secured over Your Home or any other interest in it
- agree to grant any lease or tenancy of Your Home
- vary or agree to vary the Lease or any lease
- grant any right to live in or use Your Home
- use Your Home for anything other than your own main place of residence
- make any substantial changes to the structure of Your Home or change its use

- do anything to Your Home which may affect any insurance of Your Home or which may increase the insurance premium
- deal in any way with any claim for compensation or any insurance claim for loss or damage to Your Home (except as we may agree with you)
- change or cancel any direct debit mandate or standing order or similar payment method through which the Monthly Payments are made
- apply for any improvement grant for Your Home which would create a priority over the Mortgage Security.

Throughout the Mortgage Duration unless you have our prior written consent you must not sell, transfer or dispose of Your Home or any interest in it, or agree to do this unless you intend to repay the Amount You Owe in full before any such sale, transfer or disposal.

## 11 What we can do for you

### Quick guide

Because you have a mortgage with us this means there are certain things we can do for you.

For example, we can sign any agreements for you to do with this mortgage.

You irrevocably appoint us to be your attorney, so that we can do the following in your name and on your behalf or in our own name:

- sign any document or do anything that you have agreed to sign or do under these Mortgage Conditions, and
- do anything else which is proper under the powers that the Mortgage Security or these Mortgage Conditions give us.

As this appointment is irrevocable you cannot cancel it without our consent.

## 12 Our power to transfer the Mortgage Security

### Quick guide

In certain circumstances we can pass on your mortgage to another company.

Please talk to us if you want to know more about when or why this might happen.

We can assign, transfer, mortgage or charge or create a security over, or agree to assign, transfer, mortgage or charge or create a security over, all or part of the following to someone else without obtaining your consent or to notify you:

- the Amount You Owe and our right to receive the Amount You Owe
- the Mortgage Offer, Mortgage Conditions and Mortgage Security and the benefit of the Mortgage Offer, Mortgage Conditions and Mortgage Security and all our right, title and interest in the Mortgage Security, and
- all our rights against you.

Anyone who takes over from us will have exactly the same rights that we had (except as stated in the relevant assignment, transfer, mortgage charge or security).

## 13 When you must pay back your mortgage straight away

### Quick guide

If certain events happen you must pay us the Amount You Owe early. We do not want you to be forced to repay us early; however, this is necessary in the circumstances outlined in this section.

You must immediately repay us the Amount You Owe in each of the following circumstances:

- if you fail to pay any Monthly Payment or any other money due under the Mortgage Security, the Mortgage Offer or these Mortgage Conditions
- if you do not keep to any obligation contained in the Mortgage Security or these Mortgage Conditions
- if you become insolvent or if any judgement or court order (that is not remedied within 14 days) is enforced against you or Your Home

- if you have given us any false, inaccurate or misleading information or made any false, inaccurate or misleading statement in connection with your application for Your Mortgage
- if Your Home is compulsorily acquired or requisitioned or becomes liable to be compulsorily acquired or is needed for a specific purpose by a public authority, or
- if any substantial building forming part of Your Home is demolished or damaged, reducing the value of Your Home.

The Amount You Owe must be repaid to us within six months of your death, or the death of the survivor of you if more than one of you has entered into the mortgage with us.

### Quick guide

We do not want to have to force you to pay back all the money you owe us, but we do need to make sure we can get back money we have lent.

If you have to repay us the amount you owe, we have the additional powers set out in this section.

For example, we can use the law to take over your home. If we do this you will have seven days to take out anything that belongs to you like furniture.

At any time, after all or any part of the Amount You Owe has become repayable under these Mortgage Conditions we can immediately, without telling you or obtaining your agreement, do any of the following things as and how we think fit:

- take possession of Your Home and take any legal action in order to do so
- begin or finish any building work on Your Home and apply for any planning permissions, building regulation approvals and any other permissions, consents or licences
- provide any facilities and services for any tenants or licensees in Your Home and generally manage Your Home
- if Your Home is leasehold:
  - vary the terms of or surrender the Lease, or
  - take a new lease of Your Home, or
  - acquire (whether on our own or together with others or by a company in which we hold or acquire shares) either an extension to the Lease or the Landlord's interest in Your Home, or
- enter into a formal security over any new lease or extended lease or the Landlord's interest in Your Home or any interest in Your Home in our favour in the form we require
- sell, let or lease and vary the terms of, terminate or accept surrenders of leases or tenancies of Your Home
- make any arrangement or compromise
- make all repairs and improvements and take out any insurances
- appoint managers, officers, contractors and agents for these purposes, and
- do anything else we think would help in connection with any of the matters or powers set out above or in these Mortgage Conditions and which we lawfully may or can do.

Any action we take may be:

- in your name as your agent with your authority that you may not withdraw, or
- as your attorney with your authority that you may not withdraw, or
- in our own name; however, in each case you alone will be personally liable for our acts, failure to act and costs. We will not be liable to you for any loss you incur.

We do not have to tell you before we use any of these powers. However, where it is reasonably practical and where we reasonably think it is appropriate for us to do so, we will try and tell you what we do and what we plan on doing with these powers.

If we do take possession of Your Home, you will remove all furniture and other moveable property (personal items) from Your Home within seven days.

If all furniture and moveable property is not removed within seven days then you agree that we (or anyone we authorise) will be entitled to remove, store, keep, sell or do whatever we think is reasonable to dispose of any belongings at Your Home. Anything we do will be at your cost.

The proceeds of sale for any belongings (after deducting our Administration Fee and our costs in dealing with the belongings) will be paid to you immediately you ask for them.

We will not have the right to keep the proceeds of sale for any belongings or put them towards the Amount You Owe.

In no circumstances will we be liable to account to you as a creditor or otherwise for any money we do not actually receive.

No purchaser or other person dealing with us needs to ask whether or not any of our powers have arisen or become exercisable or whether we are exercising those powers properly and if we sell Your Home but the sale proceeds are not enough to repay the whole of the Amount You Owe, any part of the Amount You Owe that is left continues to incur interest and is still due to be repaid to us by you immediately.

We may put any money we get from exercising our rights (apart from the sale of any belongings) towards the payment of any part of the Amount You Owe as we decide.

## 15 Keeping the security on your mortgage

### Quick guide

The mortgage conditions and Mortgage Security give us powers that we may use as well as any other rights that the law gives us. If a court decided that any part of the Mortgage Security or mortgage conditions are not right according to the law, all the other powers we have under these agreement stay the same.

The powers we have from the Mortgage Security and these Mortgage Conditions are as well as and not instead of all other powers and remedies we have by law and do not affect those other powers and remedies.

If any term of the Mortgage Security or these Mortgage Conditions, or the way it is applied to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of the Mortgage Security or these Mortgage Conditions or the way it is applied to any other persons or circumstances will not be affected.

Each term or provision of the Mortgage Security and these Mortgage Conditions shall be valid and enforceable to the fullest extent permitted by law.

## 16 How we send you notices

### Quick Guide

From time to time we may contact you to tell you about any changes or to give you up to date information about your mortgage. We call this sending you notices.

If we send you a notice in the post we will assume you have received it by midday on the second day after we posted it.

An example of this kind of notice would be a demand for payment of money you owe us.

Any demand for payment we make or notice we give shall be properly made or given to you, your executor or your personal representatives, if left or sent by post addressed to you or them at Your Home.

Any notice given, or demand made by post to or left at Your Home or another address, shall be assumed to have been received by the person to whom it is addressed at noon on the second day following the day the letter was posted to or left at Your Home or other address. In proving that the demand or notice was given, it will be enough to prove that the notice or demand was properly addressed and posted to or left at Your Home or other address. If you die, then any notice we give or demand we make under this condition addressed to the deceased shall be a proper notice or demand to the deceased and his executors and personal representatives, until we receive an Office Copy of the Grant of Probate of the Will or Letters of Administration or a Certificate of Confirmation (as the case may be) of the estate of the deceased person.

## 17 Rights against others

### Quick guide

You may have certain rights against other people in connection with your home.

For example, in respect of any false information you were given when you were buying your home.

This section provides that you will hold these rights on our behalf. We may ask you to exercise those rights for us or transfer those rights to us. You will be responsible for paying the costs of any legal action in connection with those rights unless someone else is ordered to pay them.

As security for the Amount You Owe and subject to discharge of the Mortgage Security, you will hold in trust for us any rights of action you may have against anyone else for:

- any false or misleading statement that may have been made to you or your agents and which may have persuaded you to buy Your Home at the price you paid

- any negligence relating to Your Home, as a result of which the value of Your Home as security has been reduced or shall not be as it was understood to be at the date of your signature of the Mortgage Security
- any claim under any guarantees or warranties for the construction of Your Home or the carrying out of works at Your Home, including the NHBC Documentation, or
- any rights of compensation which you have right to from any party for Your Home.

If we ask you, you will take any legal action relating to the matters set out in this condition that we reasonably ask you to take. If we ask, you will transfer your rights relating to the matters set out in this condition to us. If there is no other provision or agreement or decree about your or our costs of that legal action, you will pay them and all other costs in connection with that legal action payable either by you or us.

## 18 How we look after your personal information

### Quick guide

We promise to look after your personal information in a professional and responsible way.

We have to follow laws like the Data Protection Act. This law covers how we keep, use and share your personal information.

You can read more about this at the end of this document.

In this section and the Data Protection Notice at the end of this document you agree when we can disclose your information to other organisations and how we and they may use your personal information.

For example we may disclose your personal information to companies to check your credit history when you apply for a mortgage with us.

party, give any information about you, the Mortgage Security, Your Home, the Amount You Owe, to:

- your professional advisers
- any person who introduced you to us
- any credit reference agency or rating agency
- anybody we are considering dealing with as a transferee, charge or assignee or having any other interest in the Mortgage Security including their advisers, insurers or assignees
- any person dealing with the Mortgage Security on our behalf
- any person enforcing the Mortgage Security on our behalf, and
- any of our associated companies.

You and anyone else who has obligations to us for the Amount You Owe, agree that we may, subject to any Codes of Practice to which we are a

You may not alter your agreement to this without our written consent.

## 19 Continuing Security

### Quick guide

Your Home will remain charged to us as security for money that you owe to us until we remove the Mortgage Security.

Regardless of (a), any payments you make to us and (b), any other security or right we have at any time for the Amount You Owe, until it is discharged the Mortgage Security will be a continuing security to us for the Amount You Owe.

## 20 Changes to these Mortgage Conditions

### Quick guide

This section sets out the circumstances in which we can change the Interest Rate, the Tariff of Charges and the terms of the Mortgage conditions. It also tells you how and when we will notify you of changes.

We may, at any time, change the Mortgage Conditions (which would include the Interest Rate or Standard Variable Rate) or Tariff of Charges to:

- (a) make them easier to understand or fairer to you
- (b) make them clearer, correct mistakes, ambiguities, inaccuracies or omissions
- (c) reflect reasonable changes to costs including costs associated with the services in the Tariff of Charges (either by increasing or decreasing an amount)
- (d) take account of changes in market conditions or mortgage lending practice
- (e) take account of changes in the law, codes of practice, court or ombudsman decisions or new regulatory requirements or practice

- (f) take account of any change in ownership of or transfer of our business by another bank or organisation to make sure customers are treated in a similar way
- (g) improve services or facilities or benefit from improvements in technology
- (h) take into account appropriate customer feedback.

In addition to (a) to (h) above we may, at any time, change the Standard Variable Rate or the Interest Rate to:

- (i) take account of changes in interest rates generally
- (ii) take account of the reasonable cost to us of raising money which we lend to customers.

We will tell you by letter or other personal notice at least 30 days prior to any change coming into effect, however, we reserve the right to change the Standard Variable Rate or the Interest Rate or amount of other charges for financial services (such as those set out in our Tariff of Charges) without notice provided there is a valid reason for doing so. We will inform you of any such change at the earliest opportunity.

It is important to note if you are not happy about any change we make you are free to end the Mortgage Contract in accordance with existing contractual terms.

## 21 What to do if you have a complaint

### Quick guide

If we cannot sort out your complaint you can complain to the Financial Ombudsman Service. Please ask us for more information about the Ombudsman.

If you wish to register a complaint, please contact us:

- in writing: Write to:  
Customer Feedback,  
The Co-operative Bank  
P.O. Box 222, Leek,  
Staffordshire ST13 9BF.
- by phone: Telephone: 08000 288 288

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Further details regarding the complaints process and Financial Ombudsman Service are available on request.

## 22 Investor compensation

### Quick guide

We are a member of the Financial Compensation Scheme. If your mortgage is covered by the Financial Services Authority you may be able to get compensation if we can not do what we should under these terms and conditions.

You can find out more about this from us or from the FSA website [www.fscs.org.uk](http://www.fscs.org.uk)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Mortgage advising and arranging is covered up to a maximum limit of £50,000. Further information about compensation scheme arrangements is available from the FSCS.

## 23 If Your Home is in England or Wales

### Quick guide

The law about houses is different between England and Wales, Scotland, Northern Ireland and Guernsey. For example, in England and Wales, there is an Act of Parliament called 'The Law of Property Act 1925' that gives us certain powers. Most of the conditions in this section are about our right to appoint someone to look after Your Home if you do not keep up your payments or do not do something else that you are supposed to do; that person is called a Receiver.

This section of the Mortgage Conditions only applies if Your Home is in England or Wales. This section is split into four parts:

- The **first** part (23.1 opposite) has some definitions that apply only to this section.
- The **second** part (23.2 opposite) specifies some powers that we have.
- The **third** part (23.3 on page 13) specifies some parts of the law that are not part of the Mortgage Conditions.
- The **fourth** part (23.4 on page 13) deals with cases where Your Home has a Management Company.

### 23.1 The first part

There are some definitions that apply only to this section.

**Leasehold Reform Acts** means the Leasehold Reform Act 1967, the Landlord and Tenant Act 1985 and the Leasing Reform, Housing and Urban Development Act 1993.

**Management Company** means any Management Company or Association or other similar body that deals in any way with the management of Your Home, the building of which Your Home forms part or the amenities of either Your Home or that building.

**Receiver** means any person we appoint, in writing, to be receiver of Your Home and anybody who replaces that person.

**Share Certificate** means a share certificate or other certificate of membership of a Management Company.

### 23.2 The second part

If certain events happen, you must repay us. These are detailed in the section called 'When you must pay back your mortgage straight away' starting on page 8. At anytime after any of these happen we can, without telling you and without your agreement do any of the following:

- exercise all the powers given to us as mortgagee by the Law of Property Act 1925
- appoint a Receiver
- remove a Receiver
- appoint a replacement Receiver
- decide on the fees of the Receiver
- do anything the Receiver could do under these Mortgage Conditions as your attorney or otherwise and whether or not we have appointed a Receiver.

If we appoint a Receiver, the Receiver will be your agent and you alone will be liable for his acts, failure to act, costs and fees.

The Receiver shall have and can use all powers given by the Law of Property Act 1925 in the same way as if the Receiver had been appointed under that Act. In particular, the Receiver can, in your name or otherwise, do the following things which are in addition to his powers under that Act and do not affect any of our powers:

- take possession of Your Home and take any legal action he thinks fit in order to do so
- start or finish any building work at Your Home
- apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licenses for building works
- raise money from us or others on the security of Your Home
- provide any facilities and services for any tenants or licensees in Your Home and generally manage Your Home as he thinks fit
- make any arrangement or compromise which we or the Receiver think fit
- make all repairs and improvements and take out and/or make claims under any insurances the Receiver thinks fit
- appoint, on the terms the Receiver decides, any third party as the Receiver's agents to do any of these things for the Receiver
- apply the net proceeds of any sale and the income from Your Home in the order set out in Section 109 (8) of the Law of Property Act 1925 or otherwise as the Receiver thinks fit. No changes to the order set out in the Act will affect our rights to receive the full amount to which we would have been entitled had the order not been changed
- sign a stock transfer form or other transfer of any Share Certificate to any buyer of Your Home. In the meantime the Receiver may exercise all of your rights in connection with the Management Company
- if Your Home is leasehold, vary the terms of or surrender the lease, take a new lease of Your Home on any terms he thinks fit or acquire (whether on his own or together with others or by a Company in which he holds or acquires shares) either an extension to the lease or the freehold of Your Home or any interest in Your Home under the Leasehold Reform Acts. Any new lease or extended lease or the

freehold of Your Home or any interest in Your Home shall be charged to us on the terms of these Mortgage Conditions so far as they apply. The Receiver may enter into a formal legal charge over any new lease or extended lease or the freehold of Your Home or any interest in Your Home in our favour in the form we require

- if Your Home is leasehold the Receiver may sell, let or lease and vary the terms of, terminate or accept surrenders of leases or tenancies of all or any part of Your Home. This may be done in the way and for the term, with or without a premium, with the rights and containing the obligations on your part and generally on the terms and conditions (including the payment of money to a lessee or tenant on a surrender) the Receiver thinks fit
- do anything else the Receiver thinks would help in connection with any of the matters or powers set out above.

The Receiver may not exercise any of these powers if and to the extent that we have told him not to in writing (whether in his appointment or at the time of his appointment or later).

If we appoint more than one Receiver they use their powers independently of each other.

Restrictions made by the Law of Property Act 1925 about the appointment of Receivers or giving of Notice or otherwise will not apply.

If we appoint a Receiver over only part of Your Home we will still have the right afterwards to appoint the Receiver over any part of Your Home where a Receiver has not been appointed.

You agree to cover in full any costs we or the Receiver may incur in respect of all claims, proceedings, liability, costs, charges and expenses as a result of anything we or the Receiver do or try to do under the authority of these Conditions.

The Receiver can also be the attorney.

No purchaser or other person dealing with a Receiver needs to ask whether or not any of the Receiver's powers have arisen or become exercisable or whether the Receiver is exercising these powers properly.

### 23.3 The third part

The following exclusion applies.

Section 103 of the Law of Property Act 1925 which could delay our using our power to sell Your Home does not apply to Your Mortgage.

### 23.4 The fourth part

If at any time there is a Management Company you must give us your Share Certificate when Your Mortgage is completed or, if later, when you get that Share Certificate.

At any time after any of the events detailed in the section called 'When you must pay back your mortgage straight away' starting on page 8 happen, you must, if we ask you, sign a transfer of that Share Certificate in a form and to a person we choose.

### Quick guide

If Your Home is in Scotland, there is a specific Act of Parliament that applies to the Mortgage Security. This part of the Mortgage Conditions sets out the parts of the Act that do apply as part of the Mortgage Conditions.

This section of the Mortgage Conditions only applies if Your Home is in Scotland. This section is split into four parts:

- The **first** part (24.1 below) has some definitions that apply only to this section.
- The **second** part (24.2 below) has rules on interpretation that apply only to this section.
- The **third** part (24.3 below) has some Mortgage Conditions.
- The **fourth** part (24.4 on page 15) has some specific powers that apply.

#### 24.1 The first part

There are some definitions that apply only to this section.

**1970 Act** means the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971.

**Standard Conditions** means the Standard Conditions contained in Schedule 3 of the 1970 Act.

#### 24.2 The second part

You agree that only the Standard Conditions numbered 8, 9, 10 and 12 apply.

You agree that when interpreting these Standard Conditions:

- where it says 'the creditor' this means 'we', 'us' or 'our' (as appropriate), and
- where it says 'the debtor' this means 'you', 'your' or 'yours' (as appropriate), and
- they will only apply to the extent they are not inconsistent with the Mortgage Conditions.

#### 24.3 The third part

This is a print of the Standard Conditions that apply.

### 8. Calling-up

*NOTE: Standard Condition 8 means that we can call up Your Mortgage and ask you to pay the Amount You Owe.*

The creditor shall be entitled, subject to the terms of the security and to any requirement of law, to call-up a standard security in the manner prescribed by section 19 of this Act.

### 9. Default

*NOTE: Standard Condition 9 specifies certain circumstances where you will be in default.*

- (1) The debtor shall be held to be in default in any of the following circumstances that is to say:
  - (a) where a calling-up notice in respect of the security has been served and has not been complied with
  - (b) where there has been a failure to comply with any other requirement arising out of the security
  - (c) where the proprietor of the security subjects has become insolvent.
- (2) For the purposes of this condition, the proprietor shall be taken to be insolvent if:
  - (a) he has become notour bankrupt, or he has executed a trust deed for behoof of, or has made a composition contract or arrangement with, his creditors,
  - (b) he has died and a judicial factor has been appointed under section 163 of the Bankruptcy (Scotland) Act 1913 to divide his insolvent estate among his creditors, or an order has been made for the administration of his estate according to the law of bankruptcy under section 130 of the Bankruptcy Act 1914, or by virtue of an order of the Court his estate is being administered in accordance with the rules set out in Part I of Schedule 1 to the Administration of Estates Act 1925
  - (c) where the proprietor is a company, a winding-up order has been made with respect to it, or a resolution for voluntary winding-up (other than a members' voluntary winding-up) has been passed with respect to it, or a receiver or manager of its undertaking has been duly appointed, or possession has been taken by or on behalf of the holder of any debentures secured by a floating charge, of any property of the company comprised in or subject to the charge.

### 10. Rights of creditor on default

*NOTE: Standard Condition 10 specifies some powers that we have if you are in default.*

- (1) Where the debtor is in default, the creditor may, without prejudice to his exercising any other remedy arising from the contract to which the standard security relates, exercise, in accordance with the provisions of Part II of this Act and of any other enactment applying to standard securities, such of the remedies specified in the following sub-paragraphs of this standard condition as he may consider appropriate.
- (2) He may proceed to sell the security subjects or any part thereof.
- (3) He may enter into possession of the security subjects and may receive or recover feu duties, ground annuals or, as the case may be, the rents of those subjects or any part thereof.
- (4) Where he has entered into possession as aforesaid, he may let the security subjects or any part thereof.
- (5) Where he has entered into possession as aforesaid there shall be transferred to him all the rights of the debtor in relation to

the granting of leases or rights of occupancy over the security subjects and to the management and maintenance of those subjects.

- (6) He may effect all such repairs and may make good such defects as are necessary to maintain the security subjects in good and sufficient repair, and may effect such reconstruction, alteration and improvement on the subjects as would be expected of a prudent proprietor to maintain the market value of the subjects and for the aforesaid purposes may enter on the subjects at all reasonable times.
- (7) He may apply to the court for a decree of foreclosure.

**12** The debtor shall be personally liable to the creditor for the whole expenses of the preparation and execution of the standard security and any variation, restriction and discharge thereof and where any of those deeds are recorded, the recording thereof, and all expenses reasonably incurred by the creditor in calling up the security and realising or attempting to resile the security subjects or any part thereof and exercising any other powers conferred upon him by the security.

## 24.4 The fourth part

Regardless of anything in these Mortgage Conditions or the Mortgage Offer at any time we shall be entitled by calling up the Mortgage Security in accordance with the 1970 Act to require you to repay the whole of the Amount You Owe.

If we have the powers in the section called 'Our powers if you have to repay us' starting on page 9, then:

- we also have all the powers given to us as heritable creditor by the 1970 Act and the Standard Conditions as amended by these Mortgage Conditions, and
- you agree that we may raise a Warrant of Summary Ejection or similar action against you in the appropriate court area where Your Home is.

## 25 If Your Home is in Northern Ireland

### Quick guide

The law about houses is different between England and Wales, Scotland, Northern Ireland and Guernsey and these conditions just apply if Your Home is in Northern Ireland.

This section is split into four parts:

- The **first** part (25.1 below) has some definitions that apply only to this section.
- The **second** part (25.2 opposite) specifies some powers that we have.
- The **third** part (25.3 opposite) specifies some parts of the law that are not part of the Mortgage Conditions.
- The **fourth** part (25.4 opposite) deals with cases where Your Home has a Management Company.

### 25.1 The first part

There are some definitions that apply only to this section.

**Leasehold Reform Acts** means the Leasehold (Enlargement and Extension) Act (Northern Ireland) 1971, The Property (Northern Ireland) Order 1997 and the Ground Rents Act (Northern Ireland) 2001.

**Management Company** means any Management Company or Association or other similar body that deals in any way with the Management of Your Home, the building of which Your Home forms part, or the amenities of either Your Home or that building.

**Receiver** means any person we appoint, in writing, to be receiver of Your Home and anybody who replaces that person.

**Share Certificate** means a share certificate or other certificate of membership of a Management Company.

**The 1881 Act** means the Conveyancing and Law of Property Act 1881.

**The 1911 Act** means the Conveyancing Act 1911.

### 25.2 The second part

If certain events happen, you must repay us. These are detailed in the section called 'When you must pay back your mortgage straight away' starting on page 8. At anytime after any of these happen we can immediately, without telling you and without your agreement do any of the following:

- exercise all the powers given to us as mortgagee by the Conveyancing 1881 to 1911 Acts
- appoint a Receiver
- remove a Receiver
- appoint a replacement Receiver
- decide on the fees of the Receiver
- do anything the Receiver could do under these Mortgage Conditions as your attorney or otherwise and whether or not we have appointed a Receiver.

If we appoint a Receiver, the receiver will be your agent and you alone will be liable for his acts, failure to act, costs and fees.

The Receiver shall have and can use all powers given by Conveyancing 1881 to 1911 Acts in the same way as if the Receiver had been appointed under that Act. In particular, the Receiver can, in your name or otherwise, do the following things which are in addition to his powers under that Act and do not affect any of our powers:

- Take possession of Your Home and take any legal action he thinks fit in order to do so.
- Start or finish any building work at Your Home.
- Apply for and obtain any planning permission, building regulation approvals and any other permissions, consents or licenses for building works.
- Raise money from us or others on the security of Your Home.
- Provide any facilities and services for any tenants or licensees in Your Home and generally manage Your Home as he thinks fit.
- Make any arrangement or compromise which we or the receiver think fit.
- Make all repairs and improvements and take out and/or make claims under any insurances the Receiver thinks fit.
- Appoint, on the terms the Receiver decides, any third party as the Receiver's agent to do any of these things for the Receiver.
- Apply the net proceeds of any sale and the income from Your Home in the order set out in Section 24(8) of the 1881 Act or otherwise as the Receiver thinks fit. No changes to the order set out in the Act will affect our rights to receive the full amount to which we would have been entitled had the order not been changed.
- Sign a stock transfer form or other transfer of any Share Certificate to any buyer of Your Home. In the meantime the receiver may exercise all of your rights in connection with the Management Company.
- If Your Home is leasehold, vary the terms of or surrender the lease, take a new lease of Your Home on any terms he thinks fit or acquire (whether on his own or together with others or by a Company in which he holds or acquires shares) either an extension to the lease or the freehold of Your Home or any interest in Your Home under the Leasehold Reform Acts. Any new lease or extended lease or the freehold of Your Home or any interest in Your Home shall be charged to us in the terms of these Mortgage Conditions so far as they apply. The receiver may enter into a formal legal charge over any new lease or extended lease or the freehold of Your Home or any interest in Your Home in our favour in the form we require.
- If Your Home is leasehold the Receiver may sell, let or lease and vary the terms of, terminate or accept surrenders of leased or tenancies of all or any part of Your Home. This may be done in the way and for the term, with or without a premium, with the rights and containing the obligations on your part and generally on the terms

and conditions (including the payment of money to a lessee or tenant on a surrender) the Receiver thinks fit.

- Do anything else the Receiver thinks would help in connection with any of the matters or powers set out above.

The Receiver may not exercise any of these powers if and to the extent that we have told him not to in writing (whether in his appointment or at the time of his appointment or later).

If we appoint more than one receiver they use their powers independently of each other.

Restrictions made by Conveyancing 1881 to 1911 Acts about the appointment of Receivers or giving of Notice or otherwise will not apply.

If we appoint a Receiver over only part of Your Home we will still have the right afterwards to appoint the Receiver over any part of Your Home where a Receiver has not been appointed.

You agree to cover in full any costs we or the Receiver may incur in respect of all claims, proceedings, liability, costs, charges and expenses as a result of anything we or the Receiver do or try to do under the authority of these Conditions.

The receiver can also be the attorney.

No purchaser or other person dealing with a Receiver needs to ask whether or not any of the Receiver's powers have arisen or become exercisable or whether the Receiver is exercising these powers properly.

### 25.3 The third part

The following exclusion applies. Section 20 of the 1881 Act which could delay our using our power to sell Your Home does not apply to Your Mortgage.

### 25.4 The fourth part

If at any time there is a Management Company you must give us your Share Certificate when Your Mortgage is completed or, if later, when you get that Share Certificate.

At anytime after any of the events detailed in the section called 'When you must pay back your mortgage straight away' starting on page 8 happen, you must, if we ask you to, sign a transfer of that Share Certificate in a form and to a person we choose.

### Quick guide

The law about houses is different between England and Wales, Scotland, Northern Ireland and Guernsey and these conditions just apply if Your Home is in Guernsey.

This section is divided into four parts:

- The **first** part (26.1 below) has some definitions that apply only to this section.
- The **second** part (26.2 below) specifies some powers that we have.
- The **third** part (26.3 opposite) specifies some parts of the law that are not part of the Mortgage Conditions.
- The **fourth** part (26.4 opposite) deals with cases where Your Home has a Management Company.

### 26.1 The first part

**Management Company** means any Management Company or Association or other similar body that deals in any way with the management of Your Home, the building of which Your Home forms parts or the amenities of either Your Home or that building.

### 26.2 The second part

If certain events happen, you must repay us. These are detailed in the section called 'When you must pay back your mortgage straight away' starting on page 8. At anytime after any of these happen we can obtain judgment against you for the Amount You Owe and take 'saisie' proceedings against you.

There are different stages to 'saisie' proceedings, but the end result of 'saisie' proceedings is that we can obtain ownership of Your Home and, following this, we can sell Your Home in satisfaction of the Amount You Owe. If there is any money left over following the payment of the Amount You Owe from the proceeds of sale, we are entitled to retain such money.

During the 'saisie' proceedings, we are entitled to:

- Obtain a 'Preliminary Vesting Order' of Your Home.
- Take possession of Your Home and take any legal action in order to do so.
- Let Your Home and vary the terms of, terminate or accept surrenders of leases or tenancies of Your Home.
- Make all repairs and improvements and take out any insurances.
- Obtain an 'Interim Vesting Order' of Your Home.
- (Following the marshalling of other claims against you) obtain a 'Final Vesting Order' of Your Home.
- Defer the taking of 'saisie' proceedings in respect of Your Home until we have enforced our rights against other property belonging to you.

We will also be entitled to exercise any other rights or remedies that we have under the law of Guernsey and not listed above.

### 26.3 The third part

- The following definitions do not apply: **Landlord, Lease, NHBC Documentation, VAT**.
- Any reference to an **Act of Parliament** includes any law, ordinance or any other legislation in force in the Island of Guernsey, and includes any amendment to or replacement of it.
- Any reference to any **statute, order, regulation or by-law** includes any law or ordinance.
- Any reference to **deeds** is to any **document**.

Section 6 **Living in Your Home** is not relevant to lending in Guernsey, but you are obliged to seek our consent before any tenancy is agreed.

Section 7 **Your Duties about Your Mortgage**, the following is not relevant to lending in Guernsey: tell us immediately if there is any claim for Your Home under any NHBC Documentation. For that claim you will:

- when we ask, give us copies of all notices, letters, reports or other documents about it
- pursue it with all reasonable speed
- tell us immediately about the result of that claim and the receipt of any payment under that claim
- use that payment only to put right whatever the claim was about and any related costs. If your home is leasehold, throughout the Mortgage Duration you must keep to the tenant's obligations in the Lease and in particular:
  - you must immediately pass on to us a copy of any notice you receive from the Landlord complaining about any failure by you to keep to your obligations in the lease, and
  - you must tell us promptly about any change of Landlord that you learn about.

Section 13 **When you must pay back your mortgage straight away**. An extra bullet will be added at the end of section 13 reading:

- If you become insolvent or if a Commissioner is appointed for the purpose of you being declared 'en desastre' if any judgement or court order (that is not remedied within fourteen days) is enforced against you or Your Home.

Section 14 **Our powers if you have to repay us**. The wording of section 14 as set out on page 9 is not relevant to properties in Guernsey. The wording of section 26.2 (the second part) will apply in place of section 14. Any references to section 14 in these Mortgage Conditions will be treated as being a reference to section 26.2

Section 16 **How we send you notices**. Certificates of Confirmation will not be issued in Guernsey. An Office Copy will be an appropriately certified copy.

### 26.4 The fourth part

If at any time there is a Management Company you must give us your Share Certificate when Your Mortgage is completed or, if later, when you get that Share Certificate. At any time after any of the events detailed in the section called 'When you must pay back your mortgage straight away' starting on page 8 happen, you must, if we ask you, sign a transfer of that Share Certificate in a form and to a person we choose.

## DATA PROTECTION NOTICES

### Definitions

**Information** includes any information about you or anyone associated with you, which we or The Co-operative Group hold now or in the future as a result of the application process or other dealings with us or The Co-operative Group, searches or checks at credit reference or fraud prevention agencies, products and services you hold within The Co-operative Group and any transactions for goods or services arising out of your account (including the supplier and the type of goods or services), and such information may include sensitive information as defined in the Data Protection Act 1998.

**The Co-operative Group** means us, The Co-operative Group Limited, Co-operative Insurance Society Limited and any companies or organisations the bank, Co-operative Group or Co-operative Insurance wholly or partly own or are owned by at any time and any other independent Co-operative Societies.

### Terms and Conditions – Using and sharing your information

Your information may be held by us in any form and on any Co-operative Group database and used by us and The Co-operative Group for the purposes set out below.

We and The Co-operative Group may use, analyse and access your information to maintain and develop our relationships with you. Information shared with the credit reference and fraud prevention agencies may be accessed by other organisations and used by us and them to prevent fraud and money laundering.

This may include the following purposes:

- checking details on applications for credit and credit-related facilities
- to make credit decisions about you and anyone to whom you are linked financially or other members of your household
- managing credit and credit-related facilities
- to consider and implement business, product and technology developments
- to undertake statistical analysis, financial risk assessment, money laundering checks (which may include telephoning you), compliance and regulatory reporting, fraud prevention and recovering debt
- checking details on insurance proposals and claims such as motor, household, credit and life and other insurance proposals and insurance claims for you and anyone else linked to your insurance proposal or claim
- to help us identify products and services which may be of interest to you (unless you have asked us not to)
- meeting any obligations we may have under the card scheme your card is issued under
- checking details of job applicants and employees.

We may link your information between your account(s) and other products and services you have with us or The Co-operative Group and with information about others with whom you have a financial link.

We and The Co-operative Group may identify and tell you by letter, telephone, fax, including automated dialling, email or any other means of communication about products and services which may be of interest to you and which are offered by us, The Co-operative Group or other carefully selected organisations or companies (if you do not wish to receive such information, please write to us at Customer Services, The Co-operative Bank p.l.c., P.O. Box 200, Skelmersdale WN8 6NY for more details, but please note this may mean you will not receive information about business, product or service developments which may be of benefit to you). You do agree that we can forward any newsletter, statement message, new terms and conditions or information about any changes to the way your account(s) operate.

We will disclose information outside The Co-operative Group only:

- where you have provided your agreement
- to our agents or subcontractors for operational reasons
- to our affinity partner(s) if you have an affinity product(s)

- to any persons, including, but not limited to, insurers, who provide a service or benefits to you or for us in connection with your account(s)
- to licensed credit reference agencies as set out below
- to fraud prevention and other agencies to help prevent crime or where we suspect fraud
- if compelled to do so by law
- for the purpose of compliance and regulatory reporting and to confirm your identity for money laundering purposes, which may include checking the electoral register
- to any person to whom we will or intend to transfer our rights or obligations.

To prevent or detect fraud or to assist in verifying your identity we may make searches of Co-operative Group records and at fraud prevention agencies who will supply us with information. We may also pass information to financial and other organisations involved in fraud prevention to protect ourselves and our customers from theft and fraud. If you give us false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies. We, members of The Co-operative Group, and other companies or organisations may use this information if financial, motor, household, credit, life or any other insurance facility decisions are made about you or others at your address(es). It may also be used for tracing and claims assessments and verifying identity.

We may disclose your information to licensed credit reference and/or fraud prevention agencies to help make financial or insurance proposals and claims decisions (this will be during the application process and on an ongoing basis, to decide whether to continue to make products or services available to you or adjust any level of credit) for you and anyone with whom you are linked financially or other members of your household – our enquiries or searches may be recorded – and credit reference agencies may supply us with financial information.

We may also disclose information to licensed credit reference agencies about how you conduct your account(s) and this information may be shared with other financial institutions to help make financial decisions about you and anyone with whom you are linked financially or other members of your household. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt.

A link between joint applicants and/or any individual identified as your financial partner will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other's information will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a disassociation at the credit reference agencies.

You agree that your information may be transmitted to, from and/or through any country as a result of your use of your account(s) and any services which form part of your account(s) irrespective of the levels of data protection provided in any particular country and at your own risk. If we transfer your information to an agent or subcontractor who provides a service to us in another country outside the European Economic Area we will ensure they agree to treat your information with the same level of protection as us.

If you write to us and pay a fee you have a right of access to your information held by us. Write to us at Customer Care, The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP.

You have a right of access to your information held by credit reference and fraud prevention agencies on payment of a fee. If you ask we will tell you the name and address of the credit reference and fraud prevention agencies we may use.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Law enforcement agencies may access and use this information.

We may record telephone calls to enhance security, sort out complaints, improve our customer service and for staff training purposes.

## good with money

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Current accounts

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Accounts for children

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Student accounts

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### **Mortgages**

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Loans

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Credit cards

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Savings

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Business & community banking

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Ethics as standard

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*Hey, over here! How can we help your local community? Across the UK thousands of community, voluntary and self-help groups are benefiting from the Co-operative's Community Fund. Visit [co-operative.co.uk/communityfund](http://co-operative.co.uk/communityfund) to find out more*

**Please call 08457 212 212 if you would like to receive this information in an alternative format such as large print, audio or Braille.**

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

**The Co-operative Bank is authorised and regulated by the Financial Services Authority (No. 121885), subscribes to the Lending Code and the Financial Ombudsman Service and is licensed by the Office of Fair Trading (No. 006110).**

**The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No. 990937.**

The Co-operative Banking Group Limited, Registered Office: New Century House, Manchester M60 4ES. Registered Number 29379R.

Calls may be monitored or recorded for security and training purposes.