

**Together Personal
Finance Limited
General Terms and
Conditions**

Together Personal Finance Limited Mortgage General Terms and Conditions (the General Terms and Conditions)

This booklet contains the general terms and conditions which apply to your mortgage with us. Please read these General Terms and Conditions carefully and make sure you understand them before taking out a mortgage with us. **Your home may be repossessed if you do not keep up repayments on your mortgage.**

If you do not understand anything in these General Terms and Conditions, or any of the enclosed documents, we provide for your mortgage, you must ask us, your mortgage or credit intermediary or your legal adviser to explain them to you.

Summary

Below we've summarised some of the key terms we've used in the General Terms and Conditions, but you should make sure that you read the terms and conditions in full. If you have any questions, please:

- visit our website at www.togethermoney.com;
- call us on 0161 333 7400 – we're here 9am to 5.30pm, Monday to Friday;
- email us at customercare@togethermoney.com; or
- write to us at Together, Lake View, Lakeside, Cheadle, SK8 3GW.

Key term	Summary
Total loan amount	We'll lend you the total loan amount , which we'll send to you after we have taken certain fees as set out in clause 3.1 of the full terms and conditions. If necessary, we'll distribute money to any creditors (anyone you owe money to) that you may have.
Monthly payment	<p>You need to pay us each monthly payment as set out in your mortgage offer (or any changed monthly payment) on time, unless you have a bridging mortgage.</p> <p>(If you have a bridging mortgage, you will not make monthly payments and you will need to pay the outstanding balance at the end of the mortgage term).</p> <p>If you have a repayment mortgage (see your mortgage offer), each monthly payment is calculated so that the total loan amount you have borrowed is repaid by the end of your mortgage term, along with the interest.</p> <p>If you have an interest-only mortgage (see your mortgage offer), your monthly payments will cover the interest which is added each month, but will not include anything towards the total loan amount. You must put arrangements in place to repay this at the end of the mortgage term.</p>
Changing your monthly payment	<p>We may change the amount of your monthly payment during your mortgage. Some examples of when we might do this are in clause 4.6 of the full terms and conditions. If we change your monthly payment, we will give you up to 28 days' notice (see clause 4.7).</p> <p>This won't apply if you have a bridging mortgage.</p>
Changing the payment due date	<p>You can change your payment due date at any time. If the change means you need to pay extra interest, we'll tell you the amount and when you need to pay it.</p> <p>This won't apply if you have a bridging mortgage.</p>
Interest	We add interest to the outstanding balance (the full amount you owe at the time) from the date we pay the total loan amount . The interest rate you pay is shown in your mortgage offer . Interest is added and calculated on each payment due date or, if you have a bridging mortgage , on

	<p>each interest due date. For more information, please see clause 5.2 of the full terms and conditions.</p> <p>We can change the variable interest rate. For more information, see clauses 5.4, 5.5 and 5.6.</p> <p>Your interest rate will not change during any fixed-rate period.</p> <p>We can continue to add interest even if we get a court judgment (such as a CCJ) or order (such as a charging order) against you (see clause 5.3).</p>
Early repayment	<p>You can repay all or part of your mortgage at any time. You may have to pay an early repayment charge if you repay all or some of your mortgage during a fixed-rate period, as set out in your mortgage offer.</p>
Immediate repayment	<p>In some circumstances we can ask you to repay the outstanding balance straight away (for example, if you don't make your payments on time). Clause 7.1 of the full terms and conditions sets out when we can do this. Please make sure you understand when this could happen. This is important because if we ask you to pay the outstanding balance and you don't pay it, we could take legal action against you. This could include repossessing and selling the property, or we may appoint a receiver (see clauses 7.3 and 7.4) if you have a consumer buy-to-let (CBTL) mortgage (see clause 1.1).</p>
Charges	<p>In certain circumstances, we may add a charge to your account for work we have to do to manage your account (for example, if you miss payments).</p> <p>We've enclosed a tariff of charges, which is also on our website at togethermoney.com/existing-customers/tariff-of-charges. We can change and introduce new charges at any time (see clause 6 of the full terms and conditions).</p>
Our right to change your agreement with us	<p>Clause 11 of the full terms and conditions sets out our rights to change the terms of your agreement with us. We can only do this in limited circumstances and we'll give you 28 days' notice of any changes.</p>
Property obligations	<p>Your mortgage will be secured on the property (as described in the mortgage offer).</p> <p>You will need to insure the property and keep it in a good state of repair (see clause 9 of the full terms and conditions).</p> <p>Depending on the type of mortgage you have, there are limits on who can live in the property (see clause 10).</p>
Joint borrowers	<p>If you're borrowing with someone else, you are both jointly and individually responsible for the total loan amount plus interest and charges. This means that we can ask each of you individually for the full amount you owe us.</p>

<p>Flexible features</p>	<p>Your mortgage may include some flexible features, such as making overpayments and early repayment charges. If it does, these will be set out in section 9 of your mortgage offer.</p>
<p>Transferring the mortgage</p>	<p>We may transfer our rights under your mortgage, as set out in clause 12.2 of the full terms and conditions.</p>
<p>Commission</p>	<p>We may pay the mortgage broker a commission for introducing you to us. The amount we pay them (if any) is set out in the mortgage offer.</p>



General Terms and Conditions

1 DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions certain words have a special meaning as follows:

- (a) “Acceptance Fee” means the fee payable (if any) to the Lender as set out in the Mortgage Offer.
- (b) “Bridging Mortgage” means a mortgage which requires a single payment of the capital borrowed and the accrued interest at the end of the mortgage term (to see if it is, please see section 5 of the Mortgage Offer).
- (c) “Broker” means any broker or other mortgage intermediary referred to in your Mortgage Offer or otherwise who introduced you to us.
- (d) “Broker Fee” means the fee payable (if any) to the Broker as set out in the Mortgage Offer.
- (e) “CBTL Mortgage” means a mortgage which is recorded in section 3 of the Mortgage Offer as being a consumer buy to let mortgage.
- (f) “Contact Details” means the postal address, email address(es) and/or telephone numbers provided to us as part of your loan application (or such other or updated contact details as we have for you from time to time).
- (g) “Interest Due Date” means the date that the accrued interest will be applied and added to the Outstanding Balance starting one calendar month after the date on which this agreement is made and then on the same date in each following month but if there is no corresponding date in the month, it will be the last day of that month.
- (h) “Monthly Payment” means the amount you must pay us every calendar month as fully described in clauses 4.1 and 4.2 of these General Terms and Conditions and as set out in the Mortgage Offer.
- (i) “Mortgage Offer” means the offer letter of which these terms and conditions form part which sets out the key features and terms of our loan to you including the loan amount and the amount you have to repay.
- (j) “Outstanding Balance” means the Total Loan Amount together with interest accrued under the agreement and all fees and charges payable under this agreement minus any payments made by you.
- (k) “Payment Due Date” means the date of the month on which you have agreed to make your regular Monthly Payment.
- (l) “Product Margin” means a fixed percentage rate set out in the Mortgage Offer which is added to the Together Homeowner Managed Rate to make up the total interest rate that will apply to your mortgage following expiry of any fixed rate period (if applicable). The percentage rate for the Product Margin will not change throughout your mortgage.
- (m) “Property” means the property or properties you are giving us a charge or mortgage over as security and which is described in the legal charge or, in Scotland, the standard security.
- (n) “Related Person” means your spouse, civil partner (including unmarried partner), parents, grandparents, siblings, children and grandchildren.
- (o) “Rental Agreement” means an agreement between you and another party for the granting to that other party of a tenancy or lease of the Property.
- (p) “Security” means the legal charge or standard security we have taken over your Property to secure repayment of the Outstanding Balance.
- (q) “Tariff of Charges” means a tariff of the additional charges you may have to pay under the agreement which describes the nature of the charges and the amount payable if you are in default or if you require administrative services and which we provide to you with the Mortgage Offer.
- (r) “Together Homeowner Managed Rate” means our variable base lending rate. This rate may increase or decrease in certain circumstances as set out in these general terms and conditions. For more information on how the rate is set, please see the “Read more information on THMR” section within the “Overall cost for comparison” box of the Personal Mortgages page on the website - <https://togethermoney.com/mortgages/how-interest-works>

- (s) "Total Loan Amount" means the sum of the amount of the loan to be granted together with any fees financed under the agreement shown in section 3 of the Mortgage Offer.
- (t) "you", "your" means the person or people named in the Mortgage Offer and legal charge or standard security as the "borrower" and anyone we may later add at your request. It can also include a personal representative, a successor or anyone else who takes over your legal rights or responsibilities; and
- (u) "we", "us", "our" means Together Personal Finance Limited trading as "Together" and our successors and assignees and anyone who takes over our legal rights and/or obligations and responsibilities under our agreement with you.

2 OUR AGREEMENT WITH YOU

2.1 Our agreement with you is made up of:

- (a) these general terms and conditions;
- (b) the Mortgage Offer (which includes any special conditions);
- (c) our tariff of charges; and
- (d) the legal charge or standard security (including the terms and conditions to that document).

2.2 Our agreement with you includes any amendment or changes made to these general terms and conditions or other documents set out in clause 2.1 above.

3 OUR LOAN TO YOU

3.1 We agree to lend to you the Total Loan Amount. You authorise us to:

- (a) pay any Broker Fee from the Total Loan Amount and to deduct the Acceptance Fee shown in section 7 of the Mortgage Offer, and
- (b) pay any loans and other debts that you owe shown in the section headed "Special terms and conditions applying to this Offer" of the Mortgage Offer (if any) from the Total Loan Amount except where we agree that your solicitors or other legal representatives will make the payments shown to the organisations that you owe money to, and
- (c) pay to the Broker a commission for your introduction to us in the amount set out in the Mortgage Offer (if any). This sum does not form part of the Total Loan Amount and will be paid by us.

3.2 In consideration of our advancing the Total Loan Amount to you we have taken security over your Property by your signing the legal charge or, in Scotland your signing in front of a witness, the standard security. This secures repayment of the Outstanding Balance to us.

4 YOUR PAYMENT OBLIGATIONS

4.1 You agree to repay the Total Loan Amount and interest:

- (a) (if your mortgage is not a Bridging Mortgage) by making each Monthly Payment (if any) shown in section 5 of the Mortgage Offer on the relevant Payment Due Date (subject to any variations as set out under clauses 4 or 5 below) and otherwise by paying the Outstanding Balance no later than the end of the repayment term of this agreement
- (b) (if your mortgage is a Bridging Mortgage) by making a single payment of the Outstanding Balance at the end of your mortgage term.

4.2 If the Mortgage Offer requires you to pay a Monthly Payment, then the first Monthly Payment will fall due one calendar month after the date on which this agreement is made and subsequent monthly payments are payable on the Payment Due Date. If there is no corresponding date in the month, the Monthly Payment will fall due on the last day of that month. If the Payment Due Date falls on a day when payment cannot be made (for example, a weekend), then the Monthly Payment will be due on the next business day. If there is an Outstanding Balance remaining at the end of the loan term, it will be payable on demand.

- 4.3 All payments should be made by direct debit unless we tell you otherwise. By agreeing to your Offer, you confirm your agreement to make such payments by direct debit and confirm that you may authorise direct debits to be drawn upon the account(s) which are nominated to us.
- 4.4 You also agree to pay (in addition to the payments required under clauses 4.1 to 4.3):
- (a) The additional fees and charges shown in clause 6.1 below.
 - (b) A Repayment Administration Fee, payable when you have fully repaid the Outstanding Balance. The amount of the current fee is shown in section 7 of the Mortgage Offer.
 - (c) Any insurance costs and charges plus interest we incur under clause 9.1 below.
 - (d) Any third party charges referred to in clause 12.1 below.

The amounts in (a), (c) and (d) above are payable upon demand and in any event no later than the end of the repayment term of the agreement.

Changing the Payment Due Date or your Monthly Payment

- 4.5 We may at our discretion and if you agree, change the Payment Due Date in which case where this change results in additional interest accruing under the agreement, we may request that such additional interest is paid by you on a date and by such method as we agree.
- 4.6 We may change the amount of your Monthly Payment if, for example:
- (a) your interest rate changes (see clause 5.4 below);
 - (b) you have to pay a charge or fee to us (for example if we pay to insure the Property under clause 9.1 or pay a service charge (where the Property is leasehold));
 - (c) you partially repay the Total Loan Amount or any other sum due under the mortgage; or
 - (d) we agree to change the day on which you make your Monthly Payment.
- 4.7 We will write to you and tell you if we change the Monthly Payment and give you reasonable notice (in the case of (a) and (b) of clause 4.6 above we will give you at least 28 days' notice) before the changed monthly payment is to take effect.

5 INTEREST

How we charge you interest

- 5.1 We start charging you interest on the Outstanding Balance from the date we advance the Total Loan Amount at the interest rate shown in section 4 of the Mortgage Offer.
- 5.2 Interest is charged and calculated monthly on each Payment Due Date (or where there is no such Payment Due Date, on each Interest Due Date) by applying the interest rate per annum to the "Outstanding Balance" on the preceding Payment Due Date or as applicable Interest Due Date (or, for the calculation of interest on the first Payment Due Date, the Outstanding Balance on the date on which we advance the Total Loan Amount) and dividing the product of that application by twelve. The resulting amount is then added to the Outstanding Balance.

We are entitled to charge you interest even if we get a court judgment, order or decree against you

- 5.3 Interest at the interest rate shown in section 4 of the Mortgage Offer will continue to be charged on the Outstanding Balance even if after we have obtained a court judgment, order, or in Scotland a decree against you, such obligation to be independent of and not to merge with any judgment, order or decree.

Variation in the interest rate

- 5.4 If the interest rate stated in section 4 of the Mortgage Offer is a fixed rate for a period of time, then that interest rate will apply for that period and cannot be changed. If there is no such fixed interest rate, or if the fixed interest rate period has ended (including where the term set out in section 3 of the Mortgage Offer has ended but there is

still a balance outstanding to us), you must pay interest at a variable interest rate on the basis set out in Section 4 of your Mortgage Offer and being either:

- (a) (where your mortgage was initially on a fixed or discounted interest rate, then upon expiry of that discounted or fixed rate period) the Together Homeowner Managed Rate applicable at that time plus the Product Margin. The Together Homeowner Managed Rate can be changed but the Product Margin is fixed for the duration of your mortgage. Your interest rate will vary to reflect any changes in the Together Homeowner Managed Rate (see clause 5.5 below for the circumstances where we may change it) applicable from time to time; or
- (b) (where your mortgage was initially on a variable basis and not subject to an initial fixed or discounted interest rate) a variable rate as we may vary from time to time (see clause 5.5 below for the circumstances where we may change it).

5.5 We may vary the Together Homeowner Managed Rate or your variable rate at any time. However, we will only do so for one (or more) of the following reasons:

- (a) if there is (or we know there is about to be) a change to the law or regulatory requirements we follow (including any recommendations that are made by an ombudsman or similar body, or any relevant codes of practice or general industry practice) and there is a change to the cost of following those laws or those regulations;
- (b) if there is (or we reasonably expect) a change in the risk to us in providing you with loans or the cost of safeguarding against that risk; or
- (c) if there is (or we reasonably expect) a change to our funding costs in raising money we lend to you or in our loans business (including both new and existing loans) generally.

Where we do change the Together Homeowner Managed Rate or your variable rate for any of the reasons stated above, the change will be a proportionate response to the reason giving rise to that change. We will only change the Together Homeowner Managed Rate or your variable rate for one or more of the reasons set out in this clause (but we do not need to tell you which reason or reasons have led to the change).

5.6 Where a variation to your interest rate happens, we will give you at least 28 days' written notice before applying the new interest rate to your loan. The written notice will confirm the date that the interest rate takes effect, what the interest rate has been varied to and the resulting changes to your Monthly Payment.

6 FEES AND CHARGES

Payment of additional fees and charges

6.1 You also agree to pay the following:

- (a) The amounts shown in the Tariff of Charges.
- (b) All reasonable legal and other costs and charges that we reasonably incur or pay to a third party arising from your breach of this agreement or where we take action reasonably required to protect or preserve the Security over the Property or its value.
- (c) The reasonable costs incurred by us for the provision of administrative services, details of which we may notify you of from time to time by informing you of our Tariff of Charges.
- (d) Other fees and charges that may arise because you do not keep your obligations under the agreement. For example, if you do not insure the Property, fail to keep it in good repair or you fail to pay ground rent or a service charge or other payment chargeable in respect of the Property and we do so for you, or if we have to take legal action or proceedings because you break your agreement with us. Charges may also come about because you have breached your agreements with other people, for example your freeholder or landlord, where the Property is leasehold, with an earlier mortgage lender (where this mortgage is a second or later charge) or local byelaws, for example if you are subject to an enforcement or charging order. If we know how much an expense will be in advance we will tell you. We will only charge you a reasonable amount to cover our internal costs or expenses and any costs or expenses we have to pay to other people.

Interest on fees and charges

- 6.2 Any amounts payable by you under clause 6.1 above will be added to the Outstanding Balance and interest will be charged on such charges at the interest rate which then applies. Any such sums that are applied to your account will only be applied on a simple basis and we will not compound interest on such sums.

Variation of fees and charges

- 6.3 We may increase or reduce the amount of any of the charges shown in our Tariff of Charges by giving you not less than 28 days' written notice. Any increase in the charges shown in the Tariff of Charges will not happen more than once in any calendar year.
- 6.4 We will only increase the amount of a charge to respond proportionately to a change in the amount of the administrative costs which we reasonably estimate that we incur in carrying out the work to which the charge relates.
- 6.5 We may decrease the amount of a charge for any reason and at any time. If we do so, we will give you notice but may apply the decrease before notice is given to you.
- 6.6 We may also introduce new charges to enable us to recover an amount not exceeding our reasonable estimate of the administrative costs we expect to incur:
- (a) in providing you with a new service or facility we make available to you in connection with the mortgage; or
 - (b) in complying with new or changed legal or regulatory requirements which apply to the mortgage.

We will give you not less than 28 days' written notice of any new charge which we introduce under this clause.

7 DEMANDING PAYMENT OF THE OUTSTANDING BALANCE

When we can demand you immediately repay the Outstanding Balance

- 7.1 We can demand that you immediately repay the Outstanding Balance if:
- (a) the loan has been obtained as a result of fraud or if any information that you provided to us in connection with your loan application was untrue or misleading in a material respect and that information would have had a significant impact on our decision to lend to you;
 - (b) if you are in breach of any material obligation under our agreement with you (including failing to pay any sums due) and you have failed to remedy the breach within a reasonable time of us requesting you to do so;
 - (c) you have failed to pay the Outstanding Balance by the time our agreement with you was due to end (unless we have agreed a payment arrangement with you);
 - (d) you or any third party takes any action that puts our security over the Property or its value at risk, for example if where the Property is leasehold you have not paid ground rent or service charges and your landlord is seeking forfeiture of the lease, or you have carried out building work to the Property without asking for our permission and that building work has caused damage to or reduced the value of the Property or if the Property is compulsorily purchased for example by a local authority;
 - (e) you are adjudicated bankrupt (or, in Scotland, your estate is sequestrated), become insolvent or propose to enter into an arrangement with your creditors;
 - (f) (in the case of joint borrowers) the last surviving borrower has died;
 - (g) the Property is compulsorily acquired;
 - (h) another lender with any security over the Property takes steps to enforce that security;
 - (i) we are required to end our relationship with you to comply with our legal or regulatory obligations (for example, to comply with anti-money laundering and financial crime law or regulation); or
 - (j) you break any of the terms of the Security or otherwise do not comply with the terms of the Security.
- 7.2 If any of the events above arise we may exercise our power of sale in respect of the Security (in Scotland, in accordance with the provisions of the Conveyancing and Feudal Reform (Scotland) Act 1970) to include bringing

court proceedings for possession of the Property. We may also exercise further rights in respect of the Property as described in the legal charge or standard security.

Power to Appoint a Receiver where your mortgage is a CBTL Mortgage

- 7.3 If your mortgage is a CBTL Mortgage, and any of the events in clause 7.1 above arise, then (in England and Wales) we can also appoint a receiver for all or part of the Property. The receiver may be our employee or anyone else we choose. We can arrange to pay the receiver a reasonable amount. The receiver will act as your agent and this means you are responsible for his costs and their actions.
- 7.4 If a receiver is appointed then they will have such rights and powers in respect of the Property as are set out in the Security.

8 EARLY REPAYMENT AND MAKING OVERPAYMENTS

- 8.1 You may end this agreement early at any time by paying to us the Outstanding Balance under this agreement (including the Repayment Administration Fee) together with any Early Repayment Charge shown in section 9 of the Mortgage Offer (if any).
- 8.2 If you repay the mortgage in full part way through a particular month during the term then a full month's interest will be due to us so that interest for that month will not be apportioned on a daily basis to the date of actual redemption of the mortgage.
- 8.3 During the ERC Years identified in section 9 of the Mortgage Offer (if any), you may make total overpayments of 5% or less of the Total Loan Amount in each ERC Year without incurring any Early Repayment Charges (“**the Overpayment Allowance**”). If your total overpayments exceed the Overpayment Allowance in any ERC Year, you will be required to pay an Early Repayment Charge on the amount overpaid in excess of the Overpayment Allowance. The Early Repayment Charge incurred will be payable by you when you repay your mortgage in full.
- 8.4 Subject to the payment of the Early Repayment Charges referred to in clauses 8.1 and 8.3 (if any), you may make an overpayment towards your Outstanding Balance at any time and there is no limit to the amount you can overpay by. Unless we agree otherwise, all overpayments made by you will put your account in credit. This will not affect the amount of interest charged at your next interest payment date but will have the effect of reducing the amount of interest charged at the subsequent Payment Due Date or (if relevant) the Interest Due Date. If you maintain the current level of your Monthly Payment (where your mortgage is not a Bridging Mortgage) this may result in the Outstanding Balance being repaid sooner. If you would like your overpayment to be applied to the account in a different way, you will need to contact us to discuss what options may be available to you before you make, or at the same time as you make, your overpayment.

9 INSURANCE OF THE PROPERTY (for more on your obligations, please see the Security)

- 9.1 The Property must be kept insured by you for its full rebuilding cost with a reputable insurer and this cover must be put in place at all times whilst there is an Outstanding Balance under this agreement. We may at any time ask you to provide evidence of this. Where you fail to insure (or keep insured) the Property to our satisfaction we may insure the Property ourselves and such costs will be payable by you together with the costs we incur in dealing with the administration involved. Any insurance taken out by us at any time is for our benefit only and may be cancelled at any time by us without notice to you.

10 OCCUPATION AND USE OF THE PROPERTY (for more on your obligations, please see the Security)

If your mortgage is not a CBTL Mortgage

- 10.1 If your mortgage is not a CBTL Mortgage, you agree to the following:
- (a) You must (unless we have agreed otherwise in the Mortgage Offer) live in the Property and use it as your sole or main home unless we agree you do not have to;
 - (b) You must not give (unless we have agreed otherwise in the Mortgage Offer) up possession of all or part of the Property and allow someone else to live there with you apart from a Related Person;
 - (c) You will not sell or otherwise dispose of or purport to dispose of the Property or any part of the Property;
 - (d) You must not grant or agree to grant a lease, tenancy or any form of licence over all or part of the Property unless we have agreed to this;

- (e) You must not use the Property for any business use unless we agree you can.

If your mortgage is a CBTL Mortgage

- 10.2 If your mortgage is a CBTL Mortgage, you agree to the following:
- (a) The Property will be subject to a Rental Agreement and will not be occupied by you or a Related Person;
 - (b) You must not use the Property for any business use unless we agree you can.
- 10.3 Where the Property is let by you under a Rental Agreement, you will use your best endeavours to procure the payment of the rents reserved by and the observance and performance of the covenants, conditions, agreements or obligations contained in all leases or tenancy agreements to which the Property or any part of it is or may become subject.
- 10.4 You will not without our previous consent in writing (and then only to the extent permitted by and in accordance with any conditions attached to that consent) in relation to any lease or tenancy to which the Property or any part of it is or may become subject take any steps to or to agree to:
- (a) vary its terms;
 - (b) review or submit to any review of the rent payable under it; or
 - (c) accept a surrender of it, cancel, forfeit or otherwise terminate it; or
 - (d) renew or enfranchise it.

11 CHANGES TO THE TERMS OF THE AGREEMENT

- 11.1 We can make any changes to the terms of this agreement with your consent. We can also make changes to the terms for the following reasons:
- (a) to comply with a change in any applicable laws or regulatory guidance or how applicable laws or regulations are applied or interpreted;
 - (b) if we introduce a new service or facility or we improve an existing service or facility in connection with our agreement with you;
 - (c) the change is beneficial to our customers generally or makes our terms clearer; or
 - (d) to reflect a change in our systems or procedures or more generally to the way we operationally manage your account.

We will give you at least 28 days' notice before we make such a change.

12 OTHER MATTERS

- 12.1 We may refer any arrears or default incurred by you or the ongoing administration or supervision of the loan to a third party debt collection agency or service provider for the collection or ongoing administration. All reasonable charges levied by such third party are to be paid by you when incurred by us.
- 12.2 We may assign our rights and transfer our obligations under this agreement at any time but you may not do so. Your rights and guarantees under this agreement will not be affected or reduced if we transfer our obligations and responsibilities to someone else.
- 12.3 We may make a temporary arrangement with you not to enforce the terms of our agreement with you strictly or may grant you an indulgence without losing the right to enforce the terms later.
- 12.4 If we cannot enforce part of our agreement with you that will not affect our right to enforce any other part of it.
- 12.5 Any survey and/or valuation report on the Property obtained by or on our behalf is strictly confidential to us and no warranty or guarantee is made or deemed to be made by us as a result of any of the contents of such survey and/or valuation report in the event that the mortgage is completed as to the value, worth or condition of the Property.

- 12.6 If there is more than one person named as a party to this agreement, these terms and conditions apply to all named borrowers. All borrowers are jointly and severally responsible for performing the obligations set out in this agreement.
- 12.7 All communications with you will be in English.
- 12.8 Any notice (written or otherwise) to be given to you under or in connection with our agreement with you may be sent by post, hand delivery, email or text message using your Contact Details or using any online customer portal we have previously notified you of in accordance with this clause. You must notify us promptly of any changes to your Contact Details. If there is more than one person named as Borrower, then a notice given to one of you will be deemed to have been given to all of you.
- 12.9 A notice sent to you by post will be deemed to be effective two working days after the date of posting. A notice delivered by hand to you will be deemed to be effective at the time of delivery. A notice sent by email, text message or using our customer portal to you will be deemed to be effective on the date of sending unless it is sent on a non-working day or after 5pm (UK time), in which case it will be deemed only to become effective on the next working day. ‘working day’ means any day from Monday to Friday except for any bank or public holidays in England and Wales.
- 12.10 You may contact us by post, email or telephone during our office hours. Any notice to be given to us under or in connection with our agreement with you must be sent by either post or hand delivery to our registered address and will not be deemed effective until we have actually received it.
- 12.11 This agreement is governed by English law and the Courts in England and Wales have jurisdiction in relation to it (except where this Property is situated in Scotland when the agreement is governed by Scots Law and the Scottish courts have jurisdiction).
- 12.12 If you do not make a payment on time on any agreement with us, we may use any money we have received from you, or any money which we hold for you, to make the payment. This right is sometimes referred to as “the right of set-off”.

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

Together Personal Finance is a trading style of Together Personal Finance Limited, a company registered in England and Wales (company registration number 02613335), with its registered office at Lake View, Lakeside, Cheadle, Cheshire SK8 3GW. Together Personal Finance Limited is authorised and regulated by the Financial Conduct Authority with firm reference number 305253. If you want to know more, please visit the Financial Services Register: <https://register.fca.org.uk/s/>.