

# Residential Mortgage





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# Introduction

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Our specialist mortgages are built with your needs in mind.



Mortgages are a lifelong commitment, so please read these terms and conditions.



These terms and conditions explain our obligations to you and your obligations to us.



**Thank you for choosing Hodge. Our specialist mortgages are built with your needs in mind and designed to grow with you. You can contact us if you have any questions. These terms and conditions apply to your loan and form part of the contract between you and Hodge.**

**Mortgages are a lifelong commitment, so please make sure you read these terms and conditions and hold onto them for future reference.**

If you feel that you need additional support for specific needs, or you've experienced a sudden change in your circumstances, we're here to help. To make managing your mortgage straightforward, we'll do our best to tailor our service to suit you.

These **Terms and Conditions** should be read in conjunction with Our Mortgage Offer and other documents that comprise the **Agreement** as defined below.

By applying for any of Our products and services You agree to be bound by these Terms and Conditions. Please take Your time to read them carefully.

These Terms and Conditions explain Our obligations to You and Your obligations to Us and apply to all of Our residential products and services.

*Where appropriate, we have included explanatory text, examples, summaries or illustration. These paragraphs are shown in italics and are for information only. They do not form part of these Terms & Conditions.*

Section A

# Definitions and interpretations



# Definitions and interpretations



## Section A

**Throughout these Terms and Conditions, We use a number of technical words and other expressions which We have capitalised. The meaning of these words and expressions is set out in the following section (and, where appropriate, further below).**

The headings used in these Terms and Conditions have been inserted for convenience only and are not intended to have legal effect.

Throughout these Terms and Conditions, references to in writing include to written electronic communications where appropriate.

Throughout these Terms and Conditions, references to any provisions of any law include that provision as updated or altered from time to time.

It does not affect Our rights if We do not enforce any of the Terms and Conditions herein. This includes any situations where You do not meet Your obligations to us.

**The following definitions are adopted throughout:**

**Agreement** - means the contract formed between You and Us. The following documents comprise the Agreement and should be read together:

- Your Mortgage Offer that You signed in acceptance of the Loan
- For property in England or Wales, the Legal Charge over Your Property that forms the security for the Loan
- For property in Scotland, the Standard Security over Your Property that forms the security for the Loan
- These Terms and Conditions
- The Schedule of Charges.

**Agreed Payment Date** – means the payment date in relation to Your Loan set as the 1st day of each month. Upon request from You We will change the payment date to any day in each month provided that the next payment due is over 2 days from the next scheduled collection date.

**Anniversary Date** – means the date in each year corresponding with the date upon which We paid to You the advance of Your Loan.

**Breach** – has the meaning set out in clause 15.4 of these Terms and Conditions.

**Care Professional** – means a medical practitioner, social worker or another professional responsible for Your care.

**Disposal** – has the meaning set out in clause 7.1 of the General Terms.

**Early Repayment Charge** – has the meaning set out in clause 5 of these Terms and Conditions.

**Event of Default** – has the meaning set out in clause 16.1 of these Terms and Conditions.

**Flexible Repayment Option** – has the meaning set out in clause 5.3 of these Terms and Conditions.

**Interest Only Mortgage** – means the method of paying interest as set out in section 3 of Your Mortgage Offer.

**Interest Rate** – means the prevailing interest rate applicable to the Agreement as set out in section 4 of Your Mortgage Offer.

**Loan** – means each and every sum We lend You at any

time in accordance with the terms of this Agreement, including the advance, all interest charged and any additional fees, costs or charges that are added to Your Loan under these Terms and Conditions.

**Long term care** – means the beginning of a period during which You require care or supervision which (a) requires You to be absent from Your Property for a period of more than 90 consecutive days or for any period totalling 90 days or more in any period of 180 consecutive days and (b) is necessitated by or attributable to Your physical or mental incapacity.

**Mortgage Deed** – means the legal mortgage over the interest in Your Property, which You agree to give Us as Security for Your Loan or, if Your Property is in Scotland, a Standard Security over Your Property which You agree to give Us as Security for Your Loan.

**Mortgage Offer** – means the offer made by Us to You for Your Loan, which forms part of the Agreement.

**Nominated Bank Account** – means the bank account You provide details of to Us for payment and direct debit collection in relation to Your Loan.

**Offer Conditions** – means any conditions, requirements or actions (including deadlines).

**Proceeds of Sale** – means the price at which the Property is sold, less reasonable solicitors and professional and estate agents fees.

**Property** – means the property described in Your Mortgage Offer and includes each and every part of such property and all fixtures and fittings.

**Receiver** – means a person appointed by Us to

# Definitions and interpretations



## Section A

preserve and protect Property that is at risk or to obtain payment for a debt.

**Repayment Event** – Repayment Event has the meaning set out in clause 1.2 of these Terms and Conditions.

**Repayment Mortgage** means the method of repaying the Loan as set out in section 3 of Your Mortgage Offer.

**Repayment Year** – has the meaning set out in clause 5.3.1 of these Terms and Conditions.

**Required Works** – has the meaning set out in clause 12.2 of these Terms and Conditions.

**Schedule of Charges** – means Our Schedule of Charges which sets out Our standard fees and charges as in effect from time to time. These charges reflect Our reasonable underlying costs of providing the administrative services listed. If We need to increase or decrease any of them We will only do so in a proportionate manner to reflect changes in Our costs of providing the administrative services. We will give You notice of any such change to the Schedule of Charges and send You a copy of the new Schedule of Charges.

**Security** – means Our Mortgage Deed and security or, for property in Scotland, Our Standard Security over the Property referred to in the Agreement.

**SVR** – means Our standard variable interest rate which can be found by visiting Our website: [www.hodgebank.co.uk/svr](http://www.hodgebank.co.uk/svr)

**You, Your** – means the person(s) named as borrowers in Your Mortgage Offer. This includes Your personal representatives and executors and anyone claiming

any right or interest from or through You.

**Us, We, Our, Ourselves** – means Julian Hodge Bank Limited, trading as Hodge, which is registered in England and Wales (No. 743437) and whose registered address is One Central Square, Cardiff, CF10 1FS and is authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority. It also includes any person, firm or company claiming any right or interest from or through Us and anyone to whom We transfer the Loan, these Terms and Conditions and the Mortgage Deed.

Section B

# Your Loan



# Your Loan



## Section B

### 1. TERM OF THE AGREEMENT AND LOAN REPAYMENT

- 1.1** You agree that You will only repay the Loan and any part of it in the manner and time(s) as set out in the Agreement.
- 1.2** You (or Your executors or personal representatives in respect of clause 1.2.1 below) must tell Us immediately if a "**Repayment Event**" takes place or is likely to take place. A Repayment Event means the occurrence of any of the following:
- 1.2.1** You die or for joint borrowers, the last borrower living in the Property dies; or
- 1.2.2** You sell Your Property and You do not transfer the Loan to another property; or
- 1.2.3** when there is a breach of these Terms and Conditions such that repayment may be required by Us in accordance with Section E of these Terms and Conditions; or
- 1.2.4** when You have moved into Long Term Care or for joint borrowers, on the entry into Long Term Care of the last borrower to vacate Your Property.
- 1.3** When the last borrower residing in the Property dies, Your executors or personal representatives must continue to fulfil the obligations set out in the Agreement until Your Loan is repaid.
- 1.4** Once a Repayment Event occurs, We will allow a period of 1 year for Your Loan to be repaid in full.
- 1.5** If We are not repaid within 1 year, this will constitute a breach of these Terms and Conditions and will be dealt with in accordance with Section E of these Terms and Conditions set out below.

**1.6** You are entitled to repay Your Loan, in full or in part, at any time, but You could be liable to incur Early Repayment Charges as set out in section 8 of Your Mortgage Offer. We will not charge an Early Repayment Charge where the Loan is repaid in full where an event in clauses 1.2.1, 1.2.3 or 1.2.4 above occur.

**1.7** Where You tell Us You have moved into or may move into Long Term Care, We may require a certificate signed by a Care Professional. We will ask the Care Professional to certify You require Long Term Care and it is no longer possible for You to live in Your Property. A certificate signed by a Care Professional certifying You require Long Term Care will (in the absence of an obvious error) be conclusive evidence of this. We will tell You if We require such a certificate.

**1.8** By entering into the Agreement You agree to the release of any information to Us from a Care Professional We require in relation to a Repayment Event referred to in clause 1.2 above, that has occurred or is likely to occur and You further agree to co-operate and make reasonable arrangements to assist with the release of that information. This includes, for example, by giving consent to a Care Professional to provide the information We request in accordance with clause 1.2 of these Terms and Conditions.

**1.9** If Your Loan is an Interest Only Mortgage:

*Your Loan is not a repayment mortgage, meaning that the interest payments You make do not contribute to repaying the amount You borrowed initially.*

**1.9.1** You must repay the Loan and any other outstanding mortgage debt at the end of the

term. It is Your responsibility to ensure that You are able to repay this and You must make appropriate financial arrangements to enable You to do so. If You do not make any arrangements or if these arrangements do not provide sufficient monies You will remain liable for any shortfall and interest will continue to be charged on the shortfall at the Interest Rate until it is repaid.

**1.9.2** You must pay Us a monthly payment until the Loan and the rest of the mortgage debt is repaid, this payment will consist only of interest.

*Please check section 3 of Your mortgage offer to see whether the below clauses apply:*

**1.9.3** When You took out Your Loan, You told Us what Your strategy was for paying off the Loan capital as a lump sum at the end of the Loan term. The acceptable repayment strategies that We will consider include sale of the Property, realisation of Your investments, an endowment maturity, a pension lump sum and the sale of any other property owned by You. It is Your responsibility to maintain Your repayment strategy so as to ensure that is sufficient to repay the Loan.

**1.9.4** You must keep Your repayment strategy in place until the Loan has been repaid. If You intend to amend or change Your repayment strategy during the term of the Loan, You must inform Us in advance, and not act to change Your strategy prior to receiving Our consent in writing to this change.

**1.9.5** If You expect that the value of Your repayment strategy will fall short of the amount required to repay the Loan, You must tell Us immediately



# Your Loan



## Section B

upon becoming aware of this.

- 1.9.6** We shall be entitled to monitor Your repayment strategy during the term of the Loan, and You must provide Us with any information or evidence that We may reasonably request.
- 1.9.7** If the repayment strategy is not sufficient to repay the Loan in full, You will be expected to repay the remaining outstanding balance by other means. In this circumstance We will continue to charge interest on the outstanding amounts until the Loan is repaid in full.
- 1.10** If Your Loan is a Repayment Mortgage:  
*This is a capital repayment mortgage where you gradually pay off the amount you borrow as well as interest, over the life of the mortgage.*
- 1.10.1** You must repay the Loan with interest by making a monthly payment which will consist of both capital and interest.
- 1.10.2** We will calculate the amount of the monthly payment so that the Loan and the rest of the mortgage debt is repaid with interest by the end of the term.

## 2. INTEREST & PAYMENTS

### INTEREST

- 2.1** The Interest Rate applying to Your Loan is set out in section 4 of Your Mortgage Offer. If the Interest Rate is a fixed rate, Your monthly payments will not vary during the period that this rate applies.
- 2.2** If the rate is a discount to Our standard variable rate of interest ("SVR"), it will move in line with changes We may make to the SVR. When the fixed rate or discount period comes to an end, You will move

onto Our SVR.

- 2.3** You will incur interest on the capital amount outstanding, and on any other amounts that were not paid to Us when they were due, as set out below:
- 2.3.1** Interest will be charged on the capital amount outstanding on the last Anniversary Date, from the date We advance Loan monies to You, and will be charged up to the day on which the Loan is repaid;
- 2.3.2** Interest will be charged on any unpaid monthly payments for:
- Interest Only Mortgages, from the first day of the month after the month in which Your payment became due; and
  - Repayment Mortgages, from the date Your payment became due; and
- 2.3.3** Interest will be charged on additional fees, costs or charges added to Your Loan under the Terms and Conditions immediately from the date each fee, cost or charge is added.
- 2.4** For Interest Only Mortgages, the interest charged on Your Loan each month is the Loan amount multiplied by the quoted interest rate divided by 12. If We have to calculate interest for part of a month, it will be calculated on a daily basis, based on the number of days in that month.
- 2.5** For Repayment Mortgages, the interest charged on Your Loan each month is the balance multiplied by the amount of days in the interest period multiplied by the sum of the Interest Rate divided by 365 days.

### STANDARD VARIABLE RATE

- 2.6** If a fixed rate or discount period has come to an end, the interest rate applying to Your Loan will be Our SVR. Where the Interest Rate is, or is linked to, Our SVR, We may change the Interest Rate by changing Our SVR or as otherwise provided in Your Mortgage Offer.
- 2.7** We may increase or reduce the SVR at any time. If We increase the SVR, Your payments will go up. If We reduce the SVR, Your payments will go down.
- 2.8** We will act reasonably in setting the SVR, and We will change the SVR to reflect any reasonable factor that affects Us, including the following:
- the costs We incur to borrow funds;
  - the costs We incur to administer Your Loan;
  - any changes in the law or regulatory requirements; and
  - significant changes in the economic environment which cause Us to incur additional costs or expose Us to additional risks.
- 2.9** We will give You reasonable notice, in writing, of a change in the SVR if it affects Your Loan, and We will tell You what the new monthly payment will be. We will always endeavour to give You at least 10 working days' notice. There is no guarantee that just because the Bank of England base rate changes, the SVR will change by the same amount.

You can check what the SVR is at any time by visiting Our website [hodgebank.co.uk/svr](https://hodgebank.co.uk/svr)

Alternatively, please call Us on **0800 731 4076** and We will be happy to assist.

# Your Loan



## Section B

### PAYMENTS – COLLECTION AND ALLOCATION

- 2.10** Your monthly payments will be collected from Your Nominated Bank Account on the Agreed Payment Date each month. Monthly payments will be allocated as follows:
- 2.10.1** in respect of an Interest Only Mortgage, directly against the interest that You owe for that month; or
- 2.10.2** in respect of a Repayment Mortgage, firstly against the interest that You owe for that month and secondly, against the remainder of the capital balance of the Loan.
- 2.11** In respect of an Interest Only Mortgage and depending on when Your Loan completes, Your first payment may be a part-payment, to reflect the period from the completion of Your Loan up to the end of the first calendar month. Alternatively, this part amount may be added to the first full monthly payment. Your monthly payments will be set out in section 4 of Your Mortgage Offer.
- 2.12** In respect of a Repayment Mortgage, Your first payment will be due one month after the date that Your Loan completes. The amount in respect of interest will be debited on the first due date and paid off by the first monthly payment. The first monthly payment amount will not differ from the subsequent monthly payment amounts. This means that the amount of the capital paid off by the first monthly payment may be significantly lower than that for other monthly payments due to the larger amount of interest to be paid. Your monthly payments will be set out in section 4 of Your Mortgage Offer.
- 2.13** An arrears fee will be payable for each month that You are in arrears of payments as set out in the Schedule of Charges. If monthly payments are in excess of the interest amount for that month because You have been in arrears, We will allocate the excess firstly to any interest arrears, next

against additional interest accrued, next any third party costs that We have incurred, then against outstanding fees and charges on Your Loan.

*Third party costs that We incur may include any professional fees (such as solicitors or valuers) that We have engaged in respect of Your Loan account, or payments that We have made to third parties on Your behalf (such as any buildings insurance or service charges that were due).*

- 2.14** If You wish to change Your Nominated Bank Account and Your Agreed Payment Date You must give Us reasonable notice. We may also change the Agreed Payment Date by giving you 60 days' prior written notice where this is required in order to update or replace Our IT/technological systems or business processes that we use for operating mortgage accounts and/or to reflect the systems of any person who takes an assignment or transfer of Our rights to the Loan at any time.
- 2.15** For Interest Only Mortgages, the Agreed Payment Date may only be changed if the change does not cause a whole month to pass where no payment falls due.
- 2.16** For Repayment Mortgages, if the Agreed Payment Date is changed, this may result in extra interest accruing for the period of the change, and You may need to make two interest payments in one month.
- ### OVERPAYMENTS
- 2.17** You may make additional payments on Your Loan in line with the Flexible Repayment Option, but Early Repayment Charges may apply (see clause 5 of these Terms and Conditions and section 8 of Your Mortgage Offer.).
- 2.18** Payments can be made by sending Us a cheque or electronic transfer or by any other method which You and We agree at the time. We will provide You with Our account details.

- 2.19** If Your Loan is on a variable rate of interest and this interest rate changes during the time that You are making regular additional payments, the monthly payment shall change but the additional payment shall stay at the same amount, meaning that the total amount of Your monthly payment will change. If this happens, You can review or stop Your regular additional payment at any time.

### 3. OFFER CONDITIONS

- 3.1** Your Mortgage Offer may be subject to Conditions that must be satisfied.
- 3.2** You are responsible for ensuring that Offer Conditions (if any) are complied with. If You fail to comply or otherwise satisfy any Offer Conditions this will amount to a breach of these Terms and Conditions and will be dealt with in accordance with Section E of these Terms and Conditions set out below.

### 4. ADDITIONAL BORROWING

- 4.1** You may apply for additional borrowing at any time, but Your eligibility is not guaranteed and will depend on factors for example: the value and condition of Your Property, the outstanding Loan balance, Your age, Our assessment that You can afford the additional borrowing and Our prevailing Terms and Conditions at the time of any further application.
- 4.2** A minimum borrowing amount may apply to each additional borrowing transaction. You will need to obtain further financial advice in order to take out additional borrowing, and information about the fees You could incur is set out in Our Schedule of Charges which forms part of Your Agreement with Us.
- 4.3** The maximum amount of money We will lend You is detailed within Your Mortgage Offer. This includes the initial Loan amount, and any further borrowing

# Your Loan



## Section B

You may consider in the future.

*For example, if Your Mortgage Offer states a maximum of £500,000 in terms of what We will lend you and You have borrowed £300,000, Your entitlement to additional borrowing will be capped at £200,000. Similarly, if Your initial loan is £500,000, You will not be entitled to any additional borrowing.*

**4.4** The Mortgage Deed will secure any additional borrowing taken out by You even if We have not told You about the additional borrowing.

### 5. EARLY REPAYMENT CHARGES

You may repay all or part of Your Loan at any time, but a charge for early repayment ("**Early Repayment Charge**") may apply depending on the circumstances of the repayment, as set out in this clause 5. For more information please contact Your financial adviser and/or refer to section 8 of Your Mortgage Offer.

**5.1** You may repay all or part of Your Loan at any time, but Early Repayment Charges may apply depending on the circumstances of the repayment, as set out in this clause 5.

**5.2** If You want to repay Your Loan early You should discuss Your intentions with Your financial adviser to make sure it is the most appropriate course of action for You.

### FLEXIBLE REPAYMENT OPTION

**5.3** From the date We advance the Loan monies to You, You will be able to make partial repayments without incurring Early Repayment Charges ("**Flexible Repayment Option**") in accordance with the following terms:

**5.3.1** You can repay up to 10% of the capital amount outstanding on the Loan as at the last Anniversary Date in each year, commencing on the date We advance the Loan monies to You (each a "**Repayment Year**");

**a.** If you have an Interest Only mortgage – Early Repayment Charges will apply on the outstanding capital balance of the Loan where during that year: (i) You repay more than 10% of the initial Loan amount; or (ii) You make more than 12 repayments.

*Early Repayment Charges will apply to the amount repaid in a Repayment Year, where during that year: (i) You repay more than 10% of the initial Loan amount or; (ii) You make more than 12 repayments. For example, if you repay 11% of the initial Loan you will only pay Early Repayment Charges on 1%*

**b.** If you have a Repayment mortgage –Early Repayment Charges will apply on the outstanding capital balance of the Loan where during that year: (i) You repay more than 10% of the outstanding capital balance of the Loan as at the last Anniversary Date; or (ii) You make more than 12 repayments.

*Early Repayment Charges will apply to the amount repaid in a Repayment Year, where during that year: (i) You repay more than 10% of the outstanding capital balance of the Loan as at the last Anniversary Date or; (ii) You make more than 12 repayments. For example, if you repay 11% of the outstanding capital balance of the Loan as at the last Anniversary Date you will only pay Early Repayment Charges on 1%*

**5.3.2** You can **only** make 12 repayments in each Repayment Year and You cannot carry over any unused amount of the annual limit to future years; and

**5.3.3** Early Repayment Charges will apply on the outstanding capital balance of the Loan where during that year:

**a.** If you have an Interest Only mortgage – Early Repayment Charges will apply on the outstanding capital balance of the Loan where during that year: (i) You repay more than 10% of

the initial Loan amount; or (ii) You make more than 12 repayments.

*Early Repayment Charges will apply to the amount repaid in a Repayment Year, where during that year: (i) You repay more than 10% of the initial Loan amount or; (ii) You make more than 12 repayments. For example, if you repay 11% of the initial Loan you will only pay Early Repayment Charges on 1%*

**b.** If you have a Repayment mortgage –Early Repayment Charges will apply on the outstanding capital balance of the Loan where during that year: (i) You repay more than 10% of the outstanding capital balance of the Loan as at the last Anniversary Date; or (ii) You make more than 12 repayments.

*Early Repayment Charges will apply to the amount repaid in a Repayment Year, where during that year: (i) You repay more than 10% of the outstanding capital balance of the Loan as at the last Anniversary Date or; (ii) You make more than 12 repayments. For example, if you repay 11% of the outstanding capital balance of the Loan as at the last Anniversary Date you will only pay Early Repayment Charges on 1%*

### REPAYMENTS WHICH DO NOT ATTRACT EARLY REPAYMENT CHARGES

**5.4** You will not incur Early Repayment Charges if You repay all or part of Your Loan for the following reasons:

**5.4.1** where full repayment of Your Loan is made upon death of the last borrower owning the property (clause 1.2.1 of these Terms and Conditions).

**5.4.2** partial repayment of Your Loan is made:

**a.** because of a change in Your circumstances such as marriage, re-marriage, or civil partnership (clause 6.3 of these Terms and Conditions); or



## Section B

b). in accordance with the Flexible Repayment Option (set out in clause 5.3 of these Terms and Conditions).

**5.4.3** If You repay all or part of Your Loan as a result of the last borrower living in the property moving into Long Term Care.

### **REPAYMENTS ATTRACTING EARLY REPAYMENT CHARGES**

**5.5** An Early Repayment Charge will apply to all early repayments of the Loan amount not covered by clause 5.4 of these Terms and Conditions (whether repaid in whole or in part) as set out in section 8 of Your Mortgage Offer ("**Early Repayment Charge**").

**5.6** The fee referred to in clause 5.5 of these Terms and Conditions is calculated to recover the costs We incurred in setting up Your Loan. The charges are set out in section 4 of Your Mortgage Offer.

## Section C

Changes you must  
tell us about



# Changes you must tell us about



## Section C

### 6. CHANGES IN YOUR PERSONAL CIRCUMSTANCES

*Your Loan, and Your entitlement to it was based on Your circumstances at the time of application. Changes in Your circumstances may affect Your Loan. Please inform Us of any changes. Please make suitable arrangements for Your estate to inform Us of relevant changes in the event of Your death.*

- 6.1** In the case of joint borrowers, You must tell Us when the first borrower dies.
- 6.2** You must tell Us if You want to remove someone from the Loan (for example, if You divorce). Whether You will be able to do so will depend on whether You meet the Loan eligibility criteria after the change is made. You may be required to repay part of the Loan in order to ensure that the Loan that remains outstanding continues to be affordable.
- 6.3** You must tell Us if You want to add someone else to Your Loan (for example if You marry, re-marry or enter a civil partnership), You will be able to do this provided that the other person meets the eligibility criteria for the Loan. Depending on the circumstances, You may have to repay some of the Loan. An Early Repayment Charge will not apply in these cases.
- 6.4** If You want someone else to live in Your Property, but You do not want to add them to Your Loan, You must first obtain Our prior written consent. This includes any persons who may live in Your Property from time to time on a continuous or frequent basis (including where they do so without paying any amount to You), including family members, Your children or other relatives and anyone else who meets the conditions for the purposes of their name being recorded on the electoral roll. In any event, this individual will be required to sign an occupier's waiver should You continue to live in Your Property.

Furthermore, it is Your responsibility to ensure that any such person is aware that Your Property is subject to the Mortgage Deed, that Your Property may be sold to repay the Loan, and that if this were to occur it would affect their ability to remain living in Your Property.

- 6.5.** You will be responsible for any reasonable costs incurred in amending the terms of Your Loan to reflect a change in Your personal circumstances. These costs will be set out in the Schedule of Charges.

### 7. SELLING OR BUYING PROPERTY

- 7.1** Your Property forms the Security against Your Loan. You must not sell or otherwise dispose of, give away or transfer title to any part of Your Property ("**Disposal**") without Our prior written consent.
- 7.2** We may, in the exercise of Our sole discretion, refuse to give consent to such Disposal if We reasonably consider that it would result in a reduction of the value of the Property effecting Our Security such that We could no longer expect to recover the amount of Your outstanding Loan balance. If We consent to the Disposal of any part of Your Property, You may be required by Us to repay some or all of Your Loan.
- 7.3** If You intend to buy additional land or property (whether adjoining or separate to Your Property), You must inform Us in advance and where it adjoins Your Property We may require that any such additional land or property You buy is included in Your existing Agreement with Us, depending on the circumstances and the nature of Your additional land or property, We may require a Mortgage Deed on this additional land or property as additional security for Your Loan. We will explain to You if this

is the case, and Our reasons for requiring the additional security. You must sign a suitable deed which We will provide for this purpose. You will be liable for any reasonable costs that We incur, We will inform You of these costs.

- 7.4** If Your Property is leasehold, and You buy the landlord's interest or a share of that interest, You must inform Us. In this eventuality You agree that, if We so request this additional interest will be included in Your existing Agreement with Us, You must tell Us if You buy the landlords' interest or a share of that interest. Depending on the circumstances and nature of the interest You buy, We may require a Mortgage Deed on the interest or an assignment of the share as additional security for Your Loan. We will explain to You if this is the case, and Our reasons for requiring the additional security. You must sign a suitable deed which We will provide for this purpose. You will be liable for any reasonable costs that We incur, We will inform You of these costs.
  - 7.5** If Your Property is leasehold, and You acquire a share in the management company that manages Your Property, You will agree to Us taking a charge over those shares, and You will consent to Us transferring that share to a new owner if We are ever required to sell Your Property.
- ### 8. TRANSFERRING YOUR LOAN ON MOVING HOME
- 8.1** Your Loan is portable and You can transfer Your Loan to a new property if the following conditions are met:
    - 8.1.1** the new property must meet any conditions required by Us as applying at the time of Your move and be a suitable security for Your Loan;
    - 8.1.2** if the new property is of a lower value to the

# Changes you must tell us about

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## Section C

existing Property and You have made any repayments required in order to keep the balance of Your Loan within Our eligibility criteria at the time. Early Repayment Charges do not apply in respect of any such repayments; and

**8.1.3** You will be liable for all costs incurred in moving home, including Our solicitor's fees, even if the move does not complete. These costs will be set out in Your Mortgage Offer and the Schedule of Charges.

### **9. RENTING OR LETTING YOUR PROPERTY**

**9.1** You are not entitled to rent or let Your Property without Our prior written consent.

**9.2** Our consent to renting or letting Your Property will only be given by Us if (at Our complete discretion) We consider that it does not affect Our rights and risks in relation to the Loan under the Agreement. As a condition of giving consent We may impose reasonable conditions.

**9.3** For the avoidance of doubt, a breach of this requirement is an Event of Default for the purposes of Section E.

### **10. BORROWING FROM OTHER SOURCES**

**10.1** You must obtain Our consent before taking out another mortgage or loan from a different lender secured on Your Property.

**10.2** If another charge is placed against Your Property, whether with or without Your knowledge or consent, You may not be entitled to any additional borrowing from Us (as described in clause 4 above).

Section D

# Your Property





# Your Property



## Section D

### 11. RESIDENCE

**11.1** Your Property must be Your main residence and must continue to be Your main residence for the duration of Your Loan. You must inform Us immediately if You move out of the Property as this is likely to affect Your eligibility for Your Loan.

**11.2** You must not leave Your Property unoccupied for more than six consecutive months.

**11.3** You must not carry on any business, trade or enterprise from Your Property without Our prior written consent.

### 12. PROPERTY MAINTENANCE, REPAIR OR ALTERATION

**12.1** You must maintain Your Property in a good state of repair. We reserve the right to inspect Your Property at any time (which We will arrange with You at a mutually convenient date and time) subject to at least one month's written notice of Our intention to inspect, unless it is an emergency, or We reasonably consider it necessary to do so sooner.

**12.2** If Our inspection identifies a material defect that needs repair, We will write to You setting out the repairs required, and a proposed deadline to complete the work (the "**Required Works**"). A material defect is one that, in Our opinion, adversely affects the value of Your Property, and is not simply a cosmetic or superficial matter.

**12.3** If You fail to agree to either (i) undertake the Required Works; or (ii) fail to complete the Required Works by a reasonably agreed deadline, this will constitute a breach of these Terms and Conditions (see Section E). In these circumstances, We reserve the right, at Our discretion, to arrange for the Required Works to be carried out.

**12.4** If We exercise Our right in clause 12.3 of these Terms and Conditions, We will obtain three quotes for the Required Works, and select the most appropriate based on price (which need not be the lowest), reputation and experience. You will remain liable for the reasonable costs of completing the Required Works.

**12.5** You must not undertake any significant alterations to Your Property that are of a structural nature, or materially affect the nature and use of Your Property without Our prior written consent. For example, You must not do any of the following without Our consent: (i) construct an extension, convert a garage or loft or otherwise increase or reduce the number of bedrooms; (ii) remove any internal walls or install cavity wall insulation; or (iii) materially change the use of rooms (e.g. by installing a shopfront or office area).

**12.6** Before We give Our consent, We will need to be satisfied that all planning issues, and obligations contained in Your title deeds, have been complied with. You will be responsible for the costs of preparing reports, plans or opinions that are required before We give Our consent.

### 13. INSURING YOUR PROPERTY

**13.1** You must at all times keep Your Property insured for a buildings sum insured of not less than the amount specified in the valuation report prepared on Your Property at the time Your Loan is taken out (or any more recent valuation as prepared by Us). This building sum insured must increase each year thereafter in line with inflation. The insurance will need to cover risks as determined by Us and against all usual house insurance risks (including but not limited to fire, explosion, earthquake, storm, flood, escape of water or oil, subsidence,

heave, landslip and malicious damage).

**13.2** You must not do anything that may result in Your buildings insurance becoming invalid.

**13.3** If You make a claim on Your insurance policy, You must use the monies to repair or replace any damaged parts of Your Property, and ensure it is in a good state of repair in accordance with Your obligations under clause 12 of these Terms and Conditions.

**13.4** You must provide Us with details of Your insurance if We request them at any time during the term of Your Loan. If We become aware that Your buildings insurance has lapsed or has been cancelled, We will request confirmation that You have made alternative insurance arrangements. If You fail to satisfy Us that Your Property is adequately insured, We reserve the right, at Our discretion, to insure Your Property Ourselves and if We do put cover in place it will be for Our benefit only and You will have no right of claim against that insurance. You will remain liable for the costs We incur in insuring Your Property on Your behalf.

### 14. PROPERTY OWNERSHIP COSTS

**14.1** You must pay all costs and outgoings arising on Your Property throughout the term of Your Loan including but not limited to any rent, service charges, utilities and taxes payable, and You must pay these punctually.

**14.2** If as a result of Your failure to pay such costs and outgoings Our Security is at risk, We reserve the right to pay such liabilities to protect Our Security but You will remain liable for these costs.

Section E

# Breaches and Defaults



# Breaches and Defaults



## Section E

### 15. FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS

- 15.1** If a court order is made against You and We believe it will affect Our Security or Our rights under the Agreement, or it will affect the value of Your Property, then We reserve the right to state that the Loan will become immediately repayable and it will constitute a breach of these Terms and Conditions.
- 15.2** If We find out that some of the information on which Your Loan was based was false or misleading, then We will require You to repay Your Loan in full.
- 15.3** If Your Property (or any part of it) becomes the subject of a compulsory purchase order (or is otherwise requisitioned), then this will constitute an Event of Default and Your Loan will become immediately repayable in full.
- 15.4** If You do not comply with these Terms and Conditions, We will treat this as a breach of the Agreement (a "**Breach**").
- 15.5** Once a Breach has been identified by Us We will have the right, but are not obliged, to take such action as We consider appropriate to try to remedy the Breach and to pass on the costs of this to You. We may take professional advice at Your expense where We reasonably consider that the Breach may need to be remedied to prevent any damage to the Property. You will permit Us and We reserve such rights as We (including Our agents) have in law to enter Your Property if We need to remedy a Breach.
- 15.6** Subject to clause 15.5 of these Terms and Conditions, Our first course of action will be to discuss with You how You should remedy the Breach and to give You the opportunity to do so.

*To remedy a Breach, it is likely that You will have to either: (i) stop doing something that was not allowed under these*

*Terms and Conditions (for example to stop using Your Property for business purposes); or (ii) do something that You were meant to do to comply with these Terms and Conditions (such as undertaking some repairs on Your Property to keep it in a good state of repair).*

- 15.7** The time We allow before taking any further action will typically be three months from the date the Breach is identified and discussed with You, unless there is a risk of damage occurring to Your Property by a failure to remedy the Breach in a shorter timeframe.
- 15.8** We will consider any Breach in light of Your individual circumstances and We will always be fair in Our dealings with You and will comply with regulatory and statutory requirements (as they may change from time to time) in respect of this.
- 15.9** The severity of a Breach will be assessed based on the impact it has on the value of Your Property and therefore the ability for Your Loan to be repaid in full.
- 15.10** You are responsible for the costs of remedying a Breach. You should be aware that if You cannot afford to do so, there is a risk that an Event of Default (as defined in clause 16.1 of these Terms and Conditions) will occur. The consequences of an Event of Default are set out in clause 16 of these Terms and Conditions.
- 15.11** We will add any costs incurred by Us in remedying a Breach to Your Loan. You must reimburse these costs to Us which may be interest bearing.

### 16. DEFAULT

- 16.1** If You fail to remedy a Breach in accordance with clause 15 of these Terms and Conditions, this will be deemed to be in an event of default of Your obligations under the terms of the Agreement (an "**Event of Default**").
- 16.2.** If an Event of Default occurs, We will have the following rights:
- 16.2.1** to do whatever it is that You have not done to remedy the Breach (but were obliged to do);
- 16.2.2** to immediate repayment of Your Loan, and with the right to continue to charge interest at the Interest Rate until Your Loan is repaid; and
- 16.2.3** to take legal action to repossess and sell Your Property, and to use the Proceeds of Sale to repay Your Loan.

We will only exercise these rights where We have, or We have reasonably attempted to have, given You written notice of Our intention to do so.

#### **YOU WILL LOSE THE RIGHT TO LIVE IN YOUR PROPERTY IF IT IS REPOSSESSED**

- 16.3** If Your Property is in England or Wales and We need to take possession and sell Your Property in order to repay Your Loan, We have the right to appoint a Receiver to do this (as further detailed in clause 17 of these Terms and Conditions).
- 16.4** We, and the Receiver (when appointed) reserve the right to execute any documents necessary to sell Your Property.
- 16.5** If Your Property is in Scotland and We need to take possession and sell Your Property in order to repay Your Loan, We reserve the right to execute any documents (including on Your behalf) necessary to sell Your Property.

# Breaches and Defaults



## Section E

**16.6** We may decide to let Your Property instead of selling it but if We do so, it will be for a period of no more than six months and any money We receive will be at market rates at the time and will be used in the following order:

**16.6.1** First, outgoing on Your Property;

**16.6.2** Second, repairs and maintenance; and

**16.6.3** Third, repayment of Your Loan.

**16.7** When Your Property is sold, We will use all of the Proceeds of Sale as required to clear Your Loan and any costs We have incurred on Your behalf. Any monies left over will be paid to You.

**16.8** If there are any personal belongings in Your Property at the time it is repossessed, We may remove these belongings in order to sell Your Property. We may either sell these belongings or store them on Your behalf. If We sell them, We will use these monies to reduce Your Loan balance. If We store them, You will be responsible for the costs of storage.

### **17. APPOINTMENT OF A RECEIVER**

**17.1** The Law of Property Act 1925 gives Us the right to appoint a Receiver over the Property in England and Wales. Where We appoint more than one they will act jointly and severally.

**17.2** We may give any Receiver We appoint such powers and authorities as We think necessary or appropriate. The Receiver may exercise any right or power We consider necessary. If We do this We will not be regarded as a mortgagee in possession of the Property.

**17.3** Any Receiver We appoint will be regarded as Your agent and We will not be responsible for their actions and omissions but You alone will be.

**17.4** We are entitled to give the Receiver the relevant power and authority to sell Your Property. You will be responsible for the Receiver's actions and the reasonable costs incurred by the Receiver.

**17.5** We may agree payments to any Receiver We appoint although You will be responsible for making those payments to the Receiver.

**17.6** Where We appoint a Receiver, We may take out any indemnity insurance reasonably required by the Receiver in connection with their appointment. You will be responsible for the cost of this.

**17.7** At any time after taking possession of the Property or appointing a Receiver We may give up possession or cancel the Receiver's appointment. If We decide to do this, We will tell You as soon as possible.

### **18. RECOVERY OF COSTS**

**18.1** We reserve the right to recover from You all costs that We reasonably incur resulting from You being in Breach of Your obligations or there being an Event of Default. These include (but are not limited to):

**18.1.1** the costs of any legal proceedings in connection with Your Loan or Your Property (whether brought by or against You or anyone else);

**18.1.2** the costs of valuing or inspecting Your Property;

**18.1.3** the costs We pay to recover any money You owe Us or to create or protect Our Security or in exercising Our rights and powers in accordance with the Agreement;

**18.1.4** costs resulting from any Breach of any of these Terms and Conditions including any costs We incur in putting right any Breach in accordance with these Terms and Conditions;

**18.1.5** Our costs in arranging any insurance on the Property;

**18.1.6** any administration fees We charge for any work We do in connection with Your Loan; and

**18.1.7** any value added tax, insurance premium tax or other properly chargeable taxes in relation to recoverable costs.

**18.2** Interest will be charged at the Interest Rate (as set out in Your Mortgage Offer) on all costs incurred under this clause 18.

Section F

# Communication with Us



# Communication with Us



## Section F

### 19. MAKING CHANGES TO YOUR LOAN

**19.1** You may give Us instructions to make changes to Your Loan. All contact should be to Our contact details set out at the end of these Terms and Conditions and as maybe updated from time to time on Our website at

**[www.hodgebank.co.uk/contact-us](http://www.hodgebank.co.uk/contact-us).**

**19.2** You allow Us to undertake reasonable steps to check Your identity before discussing Your Loan with You and before We act upon Your instructions. **Once We have acted upon Your instructions, these may not be cancelled.**

**19.3 Further if We have reasonable grounds to do so We may refuse or delay acting upon Your instructions.** We will not be responsible to You for any loss incurred by You resulting from any refusal or delay provided We acted reasonably and in accordance with the prevailing laws and regulations.

*Please inform Us as soon as possible if any of the following events happen:*

*(i) You re-marry, divorce or change Your name;*

*(ii) You stop living in Your Property or using it as Your main residence;*

*(iii) someone else moves in with You;*

*(iv) You alter Your Property significantly or how it is used;*

*(v) either borrower dies;*

*(vi) You appoint a power of attorney;*

*(vii) You change Your bank details and We can no longer collect direct debits;*

*(viii) You spot an error on Your loan statements; and*

*(ix) You experience financial difficulties (please also refer to clause 20 below).*

### 20. IF YOU ARE EXPERIENCING FINANCIAL DIFFICULTIES

**20.1** You must tell Us immediately if You encounter financial difficulties and are having or will have trouble making Your payments. We will contact You if a payment is missed, to discuss the reasons for this and how We can help. If You fail to make payments on this Loan as they are due, We will treat this as a Breach of these Terms and Conditions and deal with it in accordance with Section E.

**20.2** If requested, You must provide up to date information regarding Your income and outgoings sufficient so as to enable Us to consider Your ability to afford the Loan in future.

Section G

# Other Terms and Conditions



# Other Terms and Conditions



## Section G

### 21. GOVERNING LAW, JURISDICTION AND SEVERABILITY

- 21.1** If Your Property is in England or Wales, the Agreement shall be governed by the laws of England and Wales and the courts of England & Wales shall have exclusive jurisdiction.
- 21.2** If Your Property is in Scotland, the Agreement shall be governed by the laws of Scotland and the courts of Scotland shall have exclusive jurisdiction.
- 21.3** Each of the provisions of the Loan is severable and distinct from the others. If any part of the Agreement is found to be invalid, illegal or unenforceable, this will not affect any other parts of the Agreement and these shall remain in force.

### 22. POWER OF ATTORNEY

- 22.1** As security for Your obligations under the Agreement You irrevocably appoint Us, and any Receiver appointed by Us as referred in clause 17 of these Terms and Conditions, together and individually to be Your attorney in Your name and in Your benefit to execute and deliver any deed or document, exercise any rights or powers which You have in respect of the Property and the Agreement.
- 22.2** This power of attorney will end when the Loan is repaid in full or when We otherwise agree in writing to accept a sum that is less than the Loan amount owed and that sum has been paid to Us.

### 23. CHANGES TO YOUR AGREEMENT

- 23.1** We reserve the right to make all reasonable changes to the Agreement in the following circumstances:
- 23.1.1** to make the Terms and Conditions clearer or more favourable to You;
- 23.1.2** to correct any obvious error that might be found during Our own reviews;

**23.1.3** to respond proportionately to events outside Our control so as to ensure legal and regulatory compliance, including but not limited to:

- 23.1.3.1** any changes in any applicable legislation;
- 23.1.3.2** any changes mandated by order of a UK court or any other regulatory or competent authority; or
- 23.1.3.3** any changes to other applicable law or regulation.
- 23.2** We will write to You at least 14 days before We make any changes, unless the change in law or regulation requires Us to make the change in a shorter period of time.

### 24. GIVING NOTICE

- 24.1** We will write to You to serve any notices needed under the Terms and Conditions or the Agreement. Any correspondence will be sent to You at the Property. Where We serve any demand or notice by post it will be deemed served on You 48 hours after posting.
- 24.2** You must also write to Us to give Us any notices using the details available in the "**How to Contact Us**" clause at the end of these Terms and Conditions.

### 25. JOINT AND SEVERAL OBLIGATIONS

- 25** If You have borrowed jointly then Your Agreement applies to both of You together and each of You separately in full. This means that (i) both of You together are responsible for all Your obligations under the Agreement; and (ii) each of You are individually fully responsible for all Your obligations in accordance with the Agreement.

### 26. RIGHTS OF THIRD PARTIES

- 26** A person who is not a person named in the Agreement has no right under the Contracts (Rights of

Third Parties) Act 1999 (or where Your Property is in Scotland, the Contract (Third Party Rights) (Scotland) Act 2017) to enforce any terms of the Agreement, and except as expressly provided in the Agreement there is no intention for any person who is not a person named in the Agreement to have any rights to enforce its terms.

### 27. INFORMATION SUPPLIED BY YOU OR YOUR ADVISER

- 27** You must ensure that any information given to Us is accurate. We reserve the right to amend the amount or terms of Your Loan if We find out that it has been set up based on incorrect information. This may result in You having to repay some or all of Your Loan.

### 28. ASSIGNMENT

- 28.1** We may assign, sell or otherwise transfer Our rights and/or obligations under the Agreement to another party. Your rights and obligations will be unaffected by such a transfer.
- 28.2** By entering into the Agreement, You consent to the transfer of Our rights without any further consent being required from You. You will be bound to any person that We transfer such rights to. That person will have Our powers and rights so far as We transfer these to that person. We will be released automatically from Our obligations to You so far as that person assumes Our obligations.
- 28.3** You agree that We may provide any party to which We may assign under this clause 28, any information relating to You, the Agreement, Your Property and any other information which We reasonably consider necessary in connection with an actual or potential assignment, sale or transfer.



# Other Terms and Conditions



## Section G

### 29. SECURITY CHECKS

**29** We reserve the right at any time to request of You any reasonable supporting documentation in order to confirm and/or verify: (i) Your identity or that of Your executors or personal representatives; (ii) the details and accuracy of any transaction.

### 30. FRAUD PREVENTION

**30.1** If false or inaccurate information is provided and fraud is identified, We will record this and may pass details to fraud prevention agencies and other organisations involved in crime and fraud prevention. It may be used by other law enforcement agencies.

**30.2** We and other organisations may access and use this information to prevent fraud and money laundering for example, when checking details of applications for credit or credit related facilities or details on proposals and claims for insurance, managing credit or credit related accounts or facilities, recovering debt, or checking details of job applicants and employees.

**30.3** For further details on relevant fraud prevention agencies, please contact Us at **0800 731 4076**.

### 31. USE OF YOUR INFORMATION BY US, CREDIT REFERENCE AGENCIES AND FRAUD PREVENTION AGENCIES

**31.1** When You apply for a mortgage account We will collect personal data from You. We will use that personal data to deliver Our contract with You, to keep You informed of information about Your Loan and to provide Our services to You. We may also have to use Your personal data as required by law. Full details of how Your data will be used, managed and processed by Us is included in Our Privacy Policy. If You require more detail on how We handle Your data, please go to [hodgebank.co.uk/privacy](https://hodgebank.co.uk/privacy).

**31.2** When You apply for a mortgage account, We check Our records and the records of credit reference and fraud prevention agencies about You and others.

**31.3** When a credit reference agency receives a search, they will place a search footprint on Your credit file that may be seen by others. We receive both public (including the electoral register) and shared credit and fraud prevention information. We make checks such as assessing Your application for credit and verifying identities to prevent and detect crime and money laundering. We reserve the right to make further periodic searches to manage Your account with Us.

**31.4** If You make a joint application to Us or have a spouse or financial associate, We will link Your records as will credit reference agencies. You must ensure that You have their agreement to disclose information about them. You or Your partner can make an application to the credit reference agency to disassociate Your records.

**31.5** We send information about Your application to credit reference agencies, this information will be recorded by them. If You subsequently borrow from Us, We will give details of Your accounts and how You manage them to credit reference agencies. If You do not repay Your Loan in full and on time, credit reference agencies will record outstanding debt. They may supply this information to other organisations to perform similar checks, to trace Your whereabouts and recover debts You owe. Records remain on file for six years after they are closed, whether settled or defaulted.

**31.6** If You have borrowed from Us and do not make payments that You owe Us, We will trace your whereabouts and recover debts.

### 32. STANDARD SECURITIES IN SCOTLAND

**32** Where the Loan is to be secured by a Standard Security over heritable property in Scotland, the standard conditions in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, as amended, shall apply, subject to the variations set out in these Terms and Conditions.

# Other Terms and Conditions



## Section G

### HOW TO FIND OUT MORE

You may also contact credit reference agencies as the information each holds about You may be different. Please note, they may charge a small statutory fee for handling such a request.

### HOW TO CONTACT US

If You have any queries or wish to contact Us in accordance with the terms of this Agreement, please:

- Write to **Hodge, One Central Square, Cardiff, CF10 1FS, UK;**
- Telephone Us on **0800 731 4076**. Please note, call may be recorded for monitoring and training purposes; or
- Send Your email to **support@hodge.co.uk**

### COMPLAINTS

We hope You will be delighted with Our service. But, if We fall short and You wish to complain, please write to, email or telephone Our team at the address or email found in the "**How to Contact Us**" section.

We will send You an acknowledgement together with a copy of Our internal complaint handling procedure. If You are not happy with the outcome of Our investigation, You can then take the matter up with:

**The Financial Ombudsman Service**  
**Exchange Tower,**  
**London,**  
**E14 9SR**

Tel: **0800 023 4567**

**financial-ombudsman.org.uk**

If you feel that you need additional support for specific needs, or you've experienced a sudden change in your circumstances, we're here to help. To make managing your mortgage straightforward, we'll do our best to tailor our service to suit you.

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