



**Mortgage Services**  
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TAYLORS LEGAL LIMITED T/A TAYLORS LEGAL  
184 MANOR ROAD  
CHIGWELL  
IG7 5PZ

**Please quote the account number  
on all correspondence**

Date: 30 September 2022

Dear Sir/Madam,

Applicant Name(s): Izabela Comsa  
Property Address: Flat 5 Perkin Court  
15 Thimble Crescent  
Hackbridge  
WALLINGTON  
Surrey  
SM6 7FT

Barclays is asking for your cooperation in acting on its behalf in connection with the above mortgage, in accordance with the UK Finance Lenders' Handbook for England and Wales, our specific instructions being set out in Part II.

We have pleasure in enclosing a copy of the mortgage offer and your attention is also drawn to any Special Conditions included within the offer document.

The net amount of £216,955.00 will be sent to you for completion.

Please note that, in order to guarantee receipt of the advance monies in time for completion, you **must** provide us with the completed Certificate of Title **at least 5 working days prior to the completion date**.

Please ensure that your priority search is in favour of Barclays Bank UK PLC.

Please advise us if your client(s) circumstances or intentions have changed so the changes can be updated and assessed accordingly.

\*To make sure we maintain a high quality service, calls may be monitored or recorded for training and security purposes.

Barclays Bank UK PLC. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 759676).

Barclays Bank UK PLC is Registered in England. Registered number: 9740322. Registered Office: 1 Churchill Place, London E14 5HP.

[barclays.co.uk/mortgages](http://barclays.co.uk/mortgages)

Should you have any queries relating to this matter please contact us on the number above.

Yours faithfully,

Your Barclays Mortgage Team

# Barclays Mortgage Deed (Residential)

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Date

LENDER: BARCLAYS BANK UK PLC ("Barclays"), PO BOX 187, LEEDS LS11 1AN

MORTGAGE CONDITIONS:

BARCLAYS BANK UK PLC RESIDENTIAL MORTGAGE CONDITIONS (ENGLAND AND WALES) – October 2020 EDITION

Borrower:

Property:

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Registered under Title Number

1. This mortgage incorporates the above Mortgage Conditions, a copy of which has been received by the Borrower who agrees to comply with the same.
2. By signing this Mortgage Deed the Borrower:
  - 2.1. confirms having received and read the Offer Letter (as defined in the Mortgage Conditions);
  - 2.2. accepts the terms of the Offer Letter; and
  - 2.3. agrees to comply with all obligations contained in the Offer Letter as if set out in this Mortgage Deed.
3. The Borrower charges the Property as a continuing security and its proceeds of sale by way of legal mortgage with full title guarantee with the payment of the Secured Liabilities (as defined in the Mortgage Conditions).
4. This Mortgage secures further advances but any further advance application will be subject to lending criteria at the time of the application.
5. Barclays and the Borrower apply to the Chief Land Registrar for entries to be made on the register of the Borrower's title relating to the Property that:  
"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated \_\_\_\_\_ in favour of Barclays Bank UK PLC referred to in the Charges Register".

Signed as a deed by the Borrower in the presence of the witness (Each signature to be separately witnessed)

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Borrower

Witness

Signature

Name (in BLOCK CAPITALS)

Address

---

Borrower

Witness

Signature

Name (in BLOCK CAPITALS)

Address

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(Form of Charge filed at HM Land Registry under reference MD1586E)



# Barclays Residential Mortgage Conditions (England and Wales)

2020 Edition

## Contents

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This condition explains some key terms that we use throughout our Mortgage Conditions, for example, 'mortgage', 'we' and 'you'. It also explains how we will act when using the rights that we have under our Mortgage Conditions.

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As well as paying interest you will also have to pay certain charges in relation to your mortgage. This condition explains what these are and other costs and expenses which we may incur that will be added to your loan.

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This condition explains how you can pay back your loan or part of your loan early and when you may have to pay us a charge for doing so.

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Your mortgage may allow you to pay more or less than your monthly payment. This condition explains how you can do this, and how overpayments and underpayments will be treated.

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You may have a loan that allows you to link your loan with one or more Barclays accounts that you have so that the amount of interest you pay on your loan is reduced or 'offset' by the amount you have in your other accounts. This condition explains how your offset arrangement will work.

### 12. Taking care of your property

We expect you to look after your property while your mortgage remains in force. This is to ensure, as far as possible, that the value of your property is maintained. This condition sets out the things we require you to do.

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You must have buildings insurance in place for as long as you have your mortgage with us. We may also require you to hold other insurance. This condition explains what you must do, what we may do if you don't have insurance, and how we will handle any insurance claims.

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This condition explains when we may appoint a receiver and what powers they will have.			
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From time to time we may have to contact each other. For example we may have to contact you to tell you about changes to our Mortgage Conditions or you may have to contact us to tell us you want to rent out your property. We call this giving each other notice. This condition explains how we must give each other notice and when such notice will apply from.			

## 1. Introduction

This is an important legal document. These Mortgage Conditions set out how we will administer your mortgage, our rights and powers and what your obligations are over the life of your mortgage. These Mortgage Conditions together with the Offer Letter, the Mortgage Deed and the Tariff of Charges make up your agreement with us for your mortgage. It is important that you read and understand all of these documents. If you require any help understanding anything contained in these documents, please ask your mortgage or legal adviser for assistance.

Your home may be repossessed if you do not keep up repayments on your mortgage.

This condition explains some key terms that we use throughout these Mortgage Conditions, for example, 'mortgage', 'we' and 'you'. It also explains how we will act when using the rights that we have under these Mortgage Conditions.

### Your loan

Your loan is everything you owe us under your mortgage. It includes:

- Your outstanding borrowings (the original amount we lend to you as set out in the Offer Letter, any further advances we make to you, any fees you have chosen to add to the loan as set out in each Offer Letter (less repayments you have made towards these amounts));
- Any other money you owe us under these Mortgage Conditions including interest and any charges, costs and expenses you have to pay us, as explained in condition 8 (we refer to these as 'Our costs, charges and expenses' in these Mortgage Conditions);
- All interest you have to pay on any arrears of payments or unpaid interest or charges, as permitted by these Mortgage Conditions; and
- All insurance premiums, service charges and other amounts we have paid on your behalf under these Mortgage Conditions.

### Your mortgage

Your mortgage is the agreement made up of the following Mortgage Documents:

- These **Mortgage Conditions**;
- The **Offer Letter** we send you which sets out the terms on which we are prepared to make the loan to you. We may also send you further Offer Letters if we subsequently agree to lend you further amounts. References are to each and every such letter as applicable;
- The **Mortgage Deed**. This is the legal document you sign to give us a charge over your property to secure your loan;

- The **Tariff of Charges** which sets out the standard charges to do with your loan; and
- Any other agreements you make with us to do with your loan.

### Your property

Your property is the residential property that we take a charge over.

### Your mortgage term

Your mortgage term is the period of time you have to repay your loan. This is set out in your Offer Letter as a number of years, starting in the month in which you are due to make your first payment and ending at the end of the same month the stated number of years later.

### 'We', 'our', 'us' and 'you'

In the Mortgage Documents, 'We', 'our', 'us' means Barclays Bank UK PLC. It also means any person who we transfer any of our rights in your mortgage to.

In the Mortgage Documents, 'You' means the person (or persons) named in the Mortgage Deed as 'the borrower' or 'the mortgagor' and any person who takes over that person's rights and responsibilities by law (such as personal representatives of a deceased borrower) or with our agreement. A person may include a company, limited liability partnership or other body corporate.

If there is more than one borrower:

- The Mortgage Documents apply to all of you together and each of you on your own;
- Each of you will be fully responsible for meeting the obligations under the Mortgage Documents; and
- We will be entitled to accept the signature, instruction or authority of any of you as being given for and on behalf of all of you, unless you have told us otherwise. This may mean that we agree to change the type of interest rate you have on the application from one of you. We will, however, always require all of you to apply where the application is for us to make a further advance.

If you are a trustee the obligations accepted by the trustee will bind the trustee personally.

Whether you hold your property as joint tenants or as tenants in common, each one of you is still liable to pay the full amount outstanding of your loan.

If one of you is named as a borrower in the Offer Letter and in the Mortgage Deed but has or will have no interest in the property, you will still be liable for the loan as set out above and in the Mortgage Deed.

### **How we will exercise our rights under the Mortgage Documents**

Where a condition in the Mortgage Documents requires you to get our consent before you do something we will only refuse to do so if we reasonably think that giving our consent:

- May make it less likely you can repay your loan;
- May adversely affect our security over your property;
- May adversely affect the value of your property other than to an immaterial extent; or
- May have some other significant negative impact on us in relation to your loan.

## **2. Mortgage types**

This condition explains the differences between a repayment mortgage and an interest-only mortgage and also explains when you can ask to make changes to your mortgage type.

We will tell you in the Offer Letter whether you have a repayment mortgage or an interest-only mortgage (or a combination of both), what your monthly repayments are, and the interest rate (or rates) payable on your loan.

### **Repayment mortgage**

With a repayment mortgage your monthly payments are made up of both a repayment of your outstanding borrowings and an interest payment so that, if you keep up with the monthly payments and do not incur any extra charges, you repay your loan by the end of the mortgage term.

### **Interest-only mortgage**

With an interest-only mortgage your monthly payments are made up of interest payments only and you have to make a lump sum payment at the end of the mortgage term to pay off your loan.

If you have an interest-only mortgage you are responsible for ensuring that you have arrangements in place to repay your loan at the end of your mortgage term. You should regularly review these arrangements to ensure they continue to be sufficient to repay your loan in full at the end of your term. If they are not, you will have to make up any shortfall between what you need to repay your loan in full and how much money the arrangements realise, and you or we may have to sell your property to repay what you owe us.

### **Part and part**

If the Offer Letter states that part of your mortgage is an interest-only mortgage and part is a repayment mortgage, the relevant provisions of this condition 2 will apply to each part.

### **Changing your mortgage type from repayment to interest-only and vice versa**

You can ask us to change your mortgage type from interest-only to repayment and vice versa. We may not always be able to agree to this, but if we do agree we will confirm this to you in writing and tell you what your revised monthly payments are and any other changes.

## **3. Your monthly payments**

This condition gives details about the monthly payments you will make to repay your loan. It also explains when we can make changes to the amount of your monthly payment.

### **Your monthly payments**

You must make your monthly payments on the day of the month they are due (the 'payment date') until you have paid off your loan. Your payment date will be set out in your first payment notice which we will send you after the mortgage completes setting out further information about your monthly payments. If your payment date falls on a Saturday, a Sunday or on a public holiday, your monthly payment will be due on the next working day.

You can ask us if you want to change your payment date. You must tell us at least fourteen days before your next payment date to allow us enough time to make the change.

We work out your monthly payment so that as long as the same interest rate applies it is the same amount every month. However, your first monthly payment may be higher if your first payment is due in the month after the month we give you your loan. This is because your first monthly payment will be made up of interest from the day we gave you your loan to the end of that month plus your regular monthly payment for the month after we gave you the loan. For example, if we give you your loan on 20 June and your first monthly payment is due on 16 July, we will add the interest payable from 20 June to 30 June to your first regular monthly payment on 16 July.

You must make your monthly payments in full even if you have a complaint about your mortgage or any other product you have with us, or because you have made a claim against us for whatever reason.

Unless required by law, you must not reduce your monthly payment on account of any tax you may be required to pay as a consequence of your mortgage. If a deduction, withholding or retention is required by law, you shall pay us an additional amount to ensure that the net amount we receive equals the full amount that we would have received had no deduction, withholding or retention been required. You must tell us if these circumstances arise.

Unless we otherwise agree with you, your monthly payments will be applied to your loan in the following order:

- Any arrears balance (this will arise where you have not made all monthly payments); then
- Interest payable for the month, including interest on your outstanding borrowings and interest on unpaid interest and unpaid costs, charges and expenses; then
- If you have a repayment mortgage, your outstanding borrowings.

While your monthly payment will include a payment towards the interest you have to pay on any charges and costs that have been added to your loan, it does not include a payment towards the charges and costs themselves. This means you will still have to pay any unpaid charges and costs at the end of the mortgage term. Alternatively you can pay outstanding charges and costs before the end of the mortgage term if you wish to avoid paying further interest on those charges and costs.

#### **Changes to your monthly payments**

Occasionally we may need to vary your monthly payment to take account of any of the following:

- Changes in interest rates;
- A recalculation of your interest at mortgage financial year end (which will be 30 September unless we tell you otherwise) which takes into account the amount by which the interest due on the loan differs from the amount of interest we have charged on the loan since the last time we recalculated your interest;
- If we lend you more money;
- If you make an early repayment under condition 9;
- If you make overpayments or underpayments under condition 10;
- If you have an Offset Mortgage and you have saved interest as described further in condition 11;
- Where we agree to suspend your monthly payment for any period or agree to accept a reduced monthly payment;
- You switch from a repayment loan to an interest-only loan and vice versa; or
- There is a change to your mortgage term or you have reached the end of your mortgage term and there is an amount of the loan outstanding.

If there are any changes to the amount of your monthly payment we will give you at least fourteen days' notice before your new monthly payment is due.

## **4. Interest**

This condition explains when we start charging interest on your loan, how we calculate it and how we collect it from you.

Your Offer Letter will set out the interest rate we will charge you on your loan. This interest rate may vary from time to time, as we explain in conditions 5 to 7.

#### **What do we charge interest on?**

We charge interest on your loan until you pay your loan off in full.

#### **When do we start charging interest?**

We start charging interest as follows:

- On your initial advance (plus any fees you have chosen to add to it) from the day after we pay it to you or your solicitor. The initial advance is sent on the last business day before completion which may be up to five days before your intended completion date (for example, on a Friday for completion on Monday);
- On any further advance (plus any fees you have chosen to add to it) from the day we pay it to you;
- On any charges, costs or expenses under condition 8 that you haven't paid from the date you should have paid them; and
- On any unpaid interest from the end of the month in which it is payable.

We will continue to charge you interest at your interest rate even after any court makes an order for possession, or after we obtain judgment, or we obtain possession, until your property is sold and your loan is paid off in full.

#### **How do we calculate interest?**

We can calculate interest on what you owe us on a yearly, monthly or daily basis. We refer to this as the 'interest period'. The interest period which applies to your loan is set out in your Offer Letter. If it isn't, we will calculate your interest on a daily basis.

We calculate the interest payable for each interest period as follows:

What you owe  
at the end of  
the previous  
day/month/  
year (interest  
period)

$$\times \frac{\text{Interest rate}}{365 \text{ days}} \div \frac{(366 \text{ in a leap year})}{\text{Days in the month}}$$

We calculate the amount of interest payable to six decimal places but the amount you pay each month is shortened to two decimal places. The remainder is then carried forward to be paid in subsequent months.

For example, if your interest is calculated on a daily basis, your payment date is the first of each month and your interest rate is 5% p.a. Suppose on 31 May you owe £100,000. The amount of interest you have to pay for June is:

$\text{£100,000} \times 5\% \div 365 \times 30 = \text{£410.958904}$  but as we shorten the amount you have to pay to two decimal places, your actual interest payment is £410.95.

If your interest period is a year:

- A year will be the mortgage financial year which runs from 1 October to 30 September, unless we tell you otherwise;
- If we change your monthly payments because one of the events set out in the section in condition 3 headed 'Changes to your monthly payments' happens, we will calculate the interest you have to pay for the remainder of the year based on your loan at the time the event occurs.

#### When do we collect interest?

We collect interest monthly as part of your monthly payment. Because we calculate your monthly payment on the basis that each month has an equal number of days (to ensure the monthly payment stays the same) the amount of interest we collect will be less than you owe in months with thirty one days and more in months with thirty days and February.

#### If the interest rate changes

If the interest rate changes during an interest period we will use the old rate to calculate the interest you have to pay up to the date the new rate takes effect and then use the new rate for the rest of the interest period.

We will adjust your monthly payment to take account of the interest rate change.

For example on 30 May your loan is £100,000, your interest period is a day and the interest rate is 5% p.a. On 15 June the interest rate increases to 5.25%. The amount of interest payable for June is:

$$(\text{£100,000} \times 5\% \div 365 \times 14) +$$

$$(\text{£100,000} \times 5.25\% \div 365 \times 16) =$$

$$\text{£191.780822} + \text{£230.136986} = \text{£421.917808}$$

Total interest payable for June: £421.91

Please note the above example assumes that you make your monthly payment on 1 July. If you make it later in the month the actual amount of interest you will pay as part of your July monthly payment will be more. This is because we will add the extra interest payable for July to your loan on 30 June and charge interest on it until you pay it as part of your July monthly payment.

## 5. Changes to the interest rate – Fixed interest rate mortgages

This condition applies to your mortgage at any time your Offer Letter states that your interest rate is fixed.

#### Changes to your interest rate

We will not change your interest rate at any time that your Offer Letter states that your interest rate is fixed.

#### End of the fixed rate period

At the end of the fixed rate period which is set out in your Offer Letter your mortgage will move to a variable rate and condition 6 will apply to changes in your interest rate (unless your Offer Letter says your mortgage will move to a standard variable rate where condition 7 will apply).

## 6. Changes to the interest rate – Reference rate tracker mortgages

This condition applies to your mortgage at any time your Offer Letter states that your interest rate tracks an external reference rate such as the Bank of England Base Rate. We explain the circumstances in which your interest rate will change and when we will notify you of the changes.

#### How your interest rate will change

The interest rate applicable to your loan will be the reference rate plus the margin. The "margin" is the extra interest rate percentage points above the reference rate charged for your mortgage product that is set out in your Offer Letter – if the margin is a negative one, so the interest rate is less than the reference rate, the Offer Letter will say this.

Your interest rate will change to reflect changes in the relevant reference rate. You can find your current reference rate on our website [barclays.co.uk](http://barclays.co.uk).

Any variation to the interest rate as a result of a change in the reference rate will take place within one month of the announcement of such change.

#### Margin change

We will never change the agreed margin set out in your Offer Letter without your agreement.

#### Interest rate floor

This paragraph applies if your Offer Letter states that your interest rate has a floor. If this is the case, a minimum interest rate will apply so that your interest rate will not fall below that floor even if the reference rate falls below that floor rate.

#### Changes to the Bank of England Base Rate

This condition explains what happens if the Bank of England Base Rate materially changes in nature or ceases to be available.

### **What if the Bank of England Base Rate materially changes or ceases to be available?**

In the event that for any reason, the Bank of England Base Rate materially changes in its function or ceases to be available, it will be replaced by an alternative rate that we reasonably consider to be its closest available equivalent. We will give you at least fourteen days' notice before the alternative rate takes effect.

### **How and when we will notify you about interest rate changes**

We will advertise changes to a reference rate at, or as soon as reasonably practicable after, the time when the change takes effect by publication on our website, [barclays.co.uk](http://barclays.co.uk) or by such other method as we may reasonably introduce to advertise interest rate changes in future having regard to the technological channels by which we communicate with our customers.

We will also notify you personally of any change to your interest rate at the same time as we give notice of any resulting change in your monthly payments (which we will do at least fourteen days before the change in payment amounts takes effect as set out in condition 3). This means that your interest rate may have changed before you are given personal notice of the change in rate.

## **7. Changes to the interest rate – Standard variable rate mortgages**

This condition applies to your mortgage at any time your Offer Letter states that your interest rate is a standard variable rate managed and set by us. We explain the circumstances in which we can change your interest rate and when we will notify you of the changes.

### **How your interest rate will change**

The interest rate applicable to your loan will be the relevant standard variable rate plus any margin that is set out in your Offer Letter. The "margin" is the extra interest rate percentage points above the relevant standard variable rate charged for your mortgage product – if the margin is a negative one, so the interest rate is less than the relevant standard variable rate, the Offer Letter will say this. Your interest rate will change to reflect changes in the relevant standard variable rate. You can find the standard variable rate applicable to your mortgage on our website [barclays.co.uk](http://barclays.co.uk).

### **When can we change a standard variable rate?**

We can change the relevant standard variable rate for one or more of the following reasons (which may relate to circumstances existing at the time or which we reasonably expect to apply in the near future):

- to take account of any changes in the Bank of England Base Rate (or in the nearest equivalent interest rate set by the Bank of England or by any central bank or monetary authority that replaces the Bank of England);

- to take account of a change in the cost of the funds we use in our mortgage lending business. We typically raise funds for our mortgage lending business in the following ways:

- (a) by using the deposits we receive from our savings customers – so if we have to increase savings rates to attract or retain savings customers this will increase the cost of funds to us, and in turn may require us to increase your interest rate;
- (b) by raising money on the financial markets – this could be through a number of sources such as other banks, investors or central banks. It can be done in a number of ways and a few examples of these would be us borrowing money, through transactions such as securitisation where we transfer some or all of our rights in assets or by issuing bonds or other instruments to investors which give them a right to receive payments over time in return for paying lump sums of money to us which we can then use to lend in our business.

This is not an exhaustive list and we may use other methods of raising money in future. If the cost of raising money (such as the interest rate or other charges we have to pay for this, or the terms on which funds are offered) are such as to make them more expensive to us then this in turn may require us to increase your interest rate; or

- to reflect changes in the cost on our mortgage business, as reasonably estimated by us, of complying with:
  - A change in any laws and regulations we have to comply with (and including guidance from our regulators). This might include for example costs which apply because of requirements of our regulators for us to hold certain minimum reserves of capital or to account for assets such as loans and mortgages in particular ways or where new or increased legal or regulatory requirements for how we carry out or organise our business involves us incurring extra cost; or
  - A decision by a court, ombudsman or similar body. Any change to the relevant standard variable rate will be proportionate for the reason(s) for the change.

### **Margin change**

We will never change any agreed margin set out in your Offer Letter without your agreement.

### **How and when we will notify you about interest rate changes**

We will advertise changes to a standard variable rate at, or as soon as reasonably practicable after, the time when the change takes effect by publication on our website, [barclays.co.uk](http://barclays.co.uk) or by such other method as we may reasonably introduce to advertise interest rate changes in the future having regard to the technological channels by which we communicate with our customers.

We will also notify you personally of any change to your interest rate at the same time as we give notice of any resulting change in your monthly payments (which we will do at least fourteen days before the change in payment amounts takes effect as set out in condition 3). This means that your interest rate may have changed before you are given personal notice of the change in rate.

## 8. Our costs, charges and expenses

In addition to paying interest you will also have to pay certain charges in relation to your mortgage.

This condition explains what these are and other costs and expenses which we may incur that will be added to your loan.

### Your obligation to pay our charges

You agree to pay us when we ask you any charges set out in our Tariff of Charges that you become liable to pay and any other costs, charges and expenses that we reasonably incur in connection with our security over your property and the administration or enforcement of your mortgage.

If you don't pay the charges when we ask you to they will be added to your loan and we will charge interest on them at your loan rate. You will also have to pay the charges themselves at the end of the mortgage term. Alternatively, you can pay outstanding charges before the end of the mortgage term if you wish to avoid paying further interest.

### Tariff of Charges

Our Tariff of Charges sets out the standard charges to do with your loan. As well as the charges we might apply "up front" for making the loan, which will also be referred to in your Offer Letter, these include charges you could incur while your loan is in place for various services we provide and things we have to do, and are based on our reasonable estimate of the average costs we incur in typical cases rather than any particular case and include our internal costs (such as the cost of staff time, offices and computer systems) and the costs we have to pay to other people (such as surveyors' fees).

If we introduce a new standard charge for a new service or facility or change an existing charge we will amend the Tariff of Charges as soon as the new or changed charge takes effect.

We will send you a copy of our Tariff of Charges at least once a year. Copies are also available in our branches and on our website at [barclays.co.uk](http://barclays.co.uk).

### Changes to our Tariff of Charges

We may reduce or abolish any of our charges set out in our Tariff of Charges at any time but we will only increase a charge if there is a change in (or we reasonably expect that there will be a change in):

- The costs we reasonably incur in carrying out the activity for which the charge is made; or

- Any laws and regulations we have to comply with (or to take account of any decision by a court, ombudsman or similar body) and any guidance of our regulators;
- Any other industry guidance or code of practice we follow which is intended to improve standards of consumer protection; or
- Any basis on which we manage your account, for example to trace and recover debts and prevent criminal activity.

Any increase will be a reasonable proportion, based on our reasonable estimate, of the impact of the underlying change on the costs we incur in our mortgage lending business.

We will not change our charges to cover the same cost twice.

If we are going to carry out an activity for which the charge has changed (including where a new charge has been introduced) since we last sent you a copy of our Tariff of Charges, we will tell you what the new charge is before we carry out the activity.

### Other charges that we incur

For anything we have to do under your mortgage that is not covered by a standard charge we will charge you a reasonable amount to cover our internal costs (as described above) and the costs we have to pay other people. Examples include (but are not limited to) charges relating to:

- Recovering all or part of your loan;
- Bringing or defending legal proceedings relating to your loan, your property, or any other security for your loan;
- Protecting, preserving or enforcing any security for your loan;
- Providing our consent as required under these Mortgage Conditions;
- Remediying any breach by you of your obligations under your mortgage including your obligations to repair or insure your property or to pay any service charge;
- Exercising any of the rights and powers given to us under these Mortgage Conditions; and
- Complying with any request you make to us, for example a request to supply or copy documents or deeds.

## **9. Early repayment**

This condition explains how you can pay back your loan or part of your loan early and when you may have to pay us a charge for doing so.

If you wish you can repay the whole or part of your loan before the end of the mortgage term.

### **R<sup>e</sup>paying all of your loan**

If you wish to pay off your loan in full you will have to pay us the following:

- The outstanding balance of your loan;
- If set out in your Offer Letter, an 'early repayment charge' and/or 'mortgage exit fee'; and
- If set out in your Offer Letter, any fees or charges for the cost of release of the Mortgage Deed.

You can also ask us at any time to tell you in writing how much you need to pay to pay off your loan in full.

### **R<sup>e</sup>paying part of your loan**

Your Offer Letter will explain the terms which apply if you wish to make a lump sum payment to pay off part of your loan. These may include a minimum amount and payment of an 'early repayment charge'.

Your outstanding balance will reduce immediately when we receive your lump sum payment and we will also adjust the amount of your monthly payment to take the payment into account.

### **If you repay your loan by selling or re-mortgaging your property**

Where we receive settlement monies from a sale or re-mortgage we will apply the settlement monies to any further advances you have before the rest of your loan in order of the most recent further advance first.

If the settlement monies are not enough to repay your loan, we will treat the difference as a shortfall and you will have to immediately repay this sum to us.

## **10. Overpayments and underpayments**

**Your mortgage may allow you to pay more or less than your monthly payment – whether or not you can do so will be set out in your Offer Letter. This condition explains how you can make overpayments and underpayments.**

**This condition will not apply where you have an Open Plan Flexible Mortgage (OPFM) with a linked mortgage current account which you have ported (transferred) from a previous property to this property. Nor will this condition apply where you have an OPFM and have removed or added a party to your mortgage. Your Offer Letter will have details about making overpayments. If you are unsure whether this condition will apply please contact us.**

**If you have an 'offset' mortgage, your Offer Letter will tell you whether you can operate your loan on an offset basis. Please see condition 11 for information on how you may make 'overpayments' on your offset mortgage.**

An overpayment is any payment (other than a payment to cover any of our charges or costs) you make to us in addition to your monthly payments and which is less than 3 times the amount of your monthly payment. If you make a payment equal to or greater than 3 times the amount of your monthly payment, we will treat this as an 'early repayment' under condition 9 and your outstanding balance will reduce.

An underpayment means any amount by which we allow you to underpay your monthly payment.

### **O<sup>r</sup>overpayments**

We add all overpayments you make to your 'overpayment balance', which is, at any time, the total amount of overpayments you have made to your mortgage less the total amount of underpayments you have made.

Unless your Offer Letter states otherwise you can make overpayments on your loan. They will reduce your outstanding loan balance and we will add them to your overpayment balance. Even though overpayments will be applied to the outstanding loan balance, we will only adjust your monthly payments on account of overpayments made:

- when you request that we apply your overpayment balance as a part repayment, which will mean that your monthly payment will change and your overpayment balance will be reduced; or
- at mortgage year end (which is 30 September unless we notify you otherwise) or at any change in interest rate, on account of you being charged less interest as a result of the overpayments. When we adjust your monthly payments automatically at these times, your overpayment balance will not be reduced.

You can't ask us to return any overpayments you make. However you may, subject to certain conditions set out below, use your overpayment balance to fund any future underpayments.

If you have an interest only mortgage we will review your monthly payment amount at the end of each mortgage financial year (which is 30 September unless we notify you otherwise) and/or on any change in interest rate and make any changes necessary to your monthly payment to take into account your overpayment balance. When we make these changes your overpayment balance will be reduced.

You can make overpayments as regular payments by direct debit, standing order or as one off payments.

You can change your direct debit or standing order amount to create an overpayment any time up to fourteen days before the date your monthly payment is due. If you do it less than fourteen days before the payment is due, the change will not take effect until the following month. We will send you written confirmation once the change is made.

Your overpayment balance is not a bank account. This means that it's not a protected deposit covered by the Financial Services Compensation Scheme (FSCS) or any similar scheme.

We do not pay you any interest on your overpayment balance.

#### **Underpayments**

You must ask us before underpaying to set up an underpayment arrangement for you.

We will always allow you to make underpayments provided:

- Your overpayment balance is equal to or more than the total amount by which you want to underpay;
- You give us any information we may reasonably require, for example information about your income and expenditure;
- You ask us at least fourteen days before your monthly payment is due and tell us for how long and for how much you want to underpay;
- You are paying your monthly payment by direct debit;
- Your requested underpayment arrangement is for no more than six consecutive months; and
- You have not set up any other underpayment arrangements in the same mortgage financial year (which will be the period 1 October – 30 September unless we notify you otherwise).

If you don't meet all the conditions listed above we may still allow you to make underpayments provided you have sufficient funds in your overpayment balance.

If you do not make a monthly payment when it is due, we may apply your overpayment balance towards the payment of the amount you are in arrears.

## **11. Offset Mortgage arrangements**

You may have a loan that allows you to link your loan with one or more Barclays accounts that you have so that the amount of interest you pay on your loan is reduced or 'offset' by the credit amount you have in your other accounts. This section explains how your offset arrangement will work.

Your Offer Letter will tell you whether you can operate your loan on an offset basis and the Barclays accounts which you can use to offset your interest payments. In this condition we refer to these Barclays accounts as the 'offset accounts'.

#### **Offset accounts**

Your offset accounts are subject to the Retail Customer Agreement, which set out the terms and conditions relating to our current and savings accounts.

In the unlikely event we were unable to meet our financial obligations to repay money we hold on deposit accounts, you (and our other savers) would have to make a claim for compensation from the Financial Services Compensation Scheme (FSCS). The amount that can be claimed in this way is limited. Your full credit balances in any offset account will count towards any limits in the amount you can claim from the FSCS even though we would have the right to set these amounts off against the loan.

The name on the Mortgage Deed and the offset accounts must be the same. However if there are two or more names on the Mortgage Deed the offset account(s) may be in the name of one of the borrowers only.

Your offset accounts must be held in a personal capacity and cannot be used for business purposes.

Where there are two names on the Mortgage Deed, details of any offset account that is not held in the name of all borrowers will be disclosed to the other borrower (for example, sole offset accounts where there are joint borrowers). These details include account balance, sort code, account number and account name.

#### **No further advances**

If you have an offset arrangement we will not be able to make any further advances or additional borrowing on an offset basis should you require further funds. No offset benefit will be applied to any additional account as part of your mortgage arrangement.

#### **Ending your offset arrangement**

You can end your offset arrangement at any time and, subject to the terms and conditions set out in the Retail Customer Agreement (as varied from time to time), close your offset accounts. An up to date copy of the Retail Customer Agreement can be found online at [barclays.co.uk](http://barclays.co.uk).

### **How we calculate the interest payments on your loan in an offset mortgage arrangement**

At the end of each day we will take the outstanding balance on your loan and subtract from it the credit balances held in your offset accounts. We will then use this sum to calculate the amount of interest you have to pay. We then either:

- deduct any interest saved to your following monthly payment; or
- reduce the term of your loan (your monthly payment amount will remain the same and any interest saved will be added to the portion of your monthly payment which goes to repaying your outstanding borrowings, thereby repaying your loan more quickly. Please note that if you have chosen this option and there is a reduction in your interest rate in future, this will not reduce your monthly payments but will instead reduce your loan term).

You can tell us whether you would like any interest saved from your offset arrangement to be deducted from your monthly payments or applied in reduction of the term of your loan. You can tell us to change this at any time. If you do switch, however please note that:

- such changes cannot be applied to any previous monthly payments; and
- where you previously elected to use the interest saved to reduce the term of your loan but have now told us you want to use it to reduce your monthly payments, you will lose the reduction in term that had accrued and instead this will be used to reduce the monthly payments.

Each monthly payment will therefore take into account interest saved from offsetting in the previous month.

### **Interest payment on your offset accounts**

We do not pay interest on your offset accounts even where the balances exceed the outstanding balance on your loan. This means that we don't have to calculate any income tax that you might be liable for if we did pay interest. However, if in the future we reasonably believe that income tax is deductible, or that we should have deducted income tax in the past, we will deduct these amounts from your offset accounts accordingly. Where possible, we will notify you prior to making these deductions. Alternatively, we will notify you after the deductions with an explanation.

If you have closed your offset accounts in the meantime, we may claim the unpaid income tax from you personally.

### **Overpayments**

If you make a lump sum payment in addition to your monthly payment which is less than three times the amount of your monthly payment, this payment will reduce your outstanding balance. Even though overpayments will be applied to the outstanding loan balance, when we adjust your monthly payments, on account of overpayments made, will vary, depending on your offset arrangements.

Where you have elected to use any interest saved from your offset arrangement to be deducted from your monthly payments, and at mortgage year end (which is 30 September unless we notify you otherwise) and/or at any change in interest rate, any overpayments have resulted in you being charged less interest as a result of the overpayments. When we adjust your monthly payments automatically at these times, your overpayment balance will not be reduced.

Where you have elected to use any interest saved to reduce your loan term and you have a repayment or part and part mortgage, then we will not adjust your monthly payments on account of overpayments. If you have an interest only mortgage and you have elected to use any interest saved to reduce your loan term, we will review your monthly payment amount at the end of each mortgage financial year (which is 30 September unless we notify you otherwise) and/or at any change in interest rate and make any changes necessary to your monthly payment to take into account your overpayment balance.

You can request that we apply your overpayment balance as a part repayment, which will mean that your monthly payment will change and your overpayment balance will be reduced. If you make a payment equal to or greater than 3 times the amount of your monthly payment, we will treat this as an 'early repayment' under condition 9 and your outstanding balance will reduce.

You can make overpayments as regular payments by direct debit, standing order or as one off payments. You can change your direct debit or standing order amount to create an overpayment any time up to fourteen days before the date your monthly payment is due. If you do it less than fourteen days before the payment is due, the change will not take effect until the following month. We will send you written confirmation once the change is made.

Your overpayment balance is not a bank account. This means that it's not a protected deposit covered by the Financial Services Compensation Scheme (FSCS) or any similar scheme. We do not pay you any interest on your overpayment balance.

## **12. Taking care of your property**

We expect you to look after your property while your loan remains outstanding. This is to ensure, as far as possible, that the value of your property is maintained. This condition sets out the things we require you to do.

### **Your obligations in relation to your property**

You agree to do the following:

- To use your property as your main home or the main home of your spouse (or civil partner), parent, brother, sister, child, grandparent or grandchild, unless we agree otherwise;
  - To put and keep your property in good repair and condition;
  - Not to carry out any structural alterations to your property or to change its use or to apply to any planning, local or other relevant authority to make such changes unless you have our written approval;
  - To comply with all the requirements and regulations of all local and other relevant authorities which affect your property;
  - Promptly to give us information about your property which we may reasonably ask you for at any time;
  - To allow us (and anyone we authorise) to enter and inspect the property at any reasonable time if we give you notice beforehand;
  - To make the repairs to your property that we may reasonably require as notified to you in writing and within any timeframe specified by us. If you fail to do so you must allow us (and anyone we authorise) to enter your property and carry out the repairs. You will also have to pay our reasonable costs of doing this which we will add to your outstanding loan;
  - To tell us about any compensation you receive or which you are entitled to receive in relation to your property and to use it to repair or maintain your property or to reduce your loan (as we may direct);
  - To make any payments relating to your property on time; for example services charges, ground rent and rent charges. We may make any such payments on your behalf if you have failed to make them within a reasonable time in which case we will add them to your outstanding loan;
  - To comply with all obligations and agreements affecting your property; for example any conditions affecting the title of your property or if, your property is leasehold, you must comply with the terms of the lease;
  - To sign any documents and do anything else that we may reasonably ask you to do, including where this is to:
  - Create or protect a valid and enforceable security over your property;
  - Enable us to exercise our rights or intended rights under your mortgage; or
  - Make the sale of your property easier;
- To tell us about any damage to your property which might give someone the right to claim compensation or damages;
  - To give us any share certificate or membership certificate you may hold in a management company or residents' association or similar body together with a blank form of transfer of the shares signed by you;
  - If your property is leasehold you must tell us about any notice you intend to serve and any other steps you intend to take to extend your lease, redeem your ground rent or acquire the freehold or a commonhold unit. You must provide us with whichever documents we require to evidence this; for example, the extended lease, certificate of ground rent redemption or title deeds. We may also require you to give us a security over the extended leasehold or freehold or commonhold unit or any other interest you acquire in your property and you will have to pay the costs of doing this;
  - To give us a copy of any notice, proposal or order served on you under any law or regulation which concerns your property as soon as reasonably possible after you receive it. You will also have to take any action we reasonably believe the notice, proposal or order requires you to carry out. If you don't we may take such action as we think is reasonable (including legal action against you) and you may have to pay our reasonable costs of doing so together with interest (at your loan rate) from the date they are incurred to the date of payment; and
  - To get our written consent before you:
    - Sell your property or transfer it to someone else in any other way;
    - Let, or share possession with your property;
    - Give someone else security over your property; or
    - Agree to any new obligation, interest or restriction or overriding interest to be created which affects your property (for example, by granting a right for someone else to have a share in the proceeds of sale of the property, or a right for a neighbouring landowner to limit how the property is used).

## 13. Insuring your property

You must have buildings insurance in place while you have your mortgage with us. We may also require you to hold other insurance. This condition explains what you must do, what we may do if you don't have insurance, and how we will handle any insurance claims.

Where you are purchasing your property your insurance must start on the day you exchange contracts with the seller and where you are re-mortgaging the insurance must start on the day we make the advance.

### Buildings insurance

You must insure your property at your own expense for the full 'reinstatement value' of your property. The 'reinstatement value' means the full cost of rebuilding your property, including site clearance, all professional fees and the costs of meeting all planning, local authority and other legal and regulatory requirements. You must also make sure that the sum insured is on an index-linked basis; this means that the sum insured must track the full reinstatement value of your property taking into account inflation. Most insurers will provide buildings insurance on this basis.

The policy must cover the usual risks, for example fire, landslip, subsidence and heave.

We will tell you in your Offer Letter if we require you to take out any other type of insurance in addition to buildings insurance. If we do you must make sure the policy remains in force and comply with all its terms.

You must not do anything or allow anything to be done that would make the insurance invalid.

You must tell us within seven days of any circumstances affecting or likely to affect any insurance policy relating to the property.

If your property is leasehold and your landlord is responsible for insuring your property you must make sure that the landlord insures the property on the terms set out in this condition.

If your landlord isn't prepared to do this you must tell us and put in place other insurance acceptable to us.

### What we may do if you don't have insurance

We may insure your property if you fail to maintain adequate insurance in accordance with this condition or have not provided us with proof that the policy is still in force after we have asked you to do so.

The insurance we put in place will only cover the balance of your loan amount, not the full insurable value of your property. We will also add the cost of the insurance to your loan.

Please note that our decision to insure your property is at our discretion and we are under no obligation to do so.

### Claims

Any money you receive from a claim must be held by you on 'trust' for us. Essentially this means that you have to hold the money on our behalf for our benefit (and we may require you to pay it over to us or our nominee to hold) until it's used to repair or rebuild your property or to pay off your loan. We may require you to enter into an additional document to create this trust.

We will use the money from a claim to rebuild or repair your property or to repay your loan as you elect (subject to any requirements of the insurer). If there is any money left over we will give it to the person entitled to receive it.

If an insurance claim is made under any insurance policy relating to your property we will have the right to settle the claim on reasonable terms with the insurance company and you must do all you reasonably can to help us do this.

## 14. Security and transfer of your rights

You must give us certain rights or 'security' over your property to protect us in case you do not keep to the terms of your mortgage. This condition explains the nature of the security you give us.

### Our security

When you sign the Mortgage Deed you give us a 'continuing security' over your property. Your property is security for the "secured liabilities" – by which we mean:

- your loan; and
- any other money you owe us under any other mortgage loan or facility you have with us (or any guarantee you have given of such mortgage loan or facilities provided to a third party) which is in force while we still have the security over your property and which states either:
  - that this property is security for the relevant loan or facility (or guarantee); or
  - that the relevant mortgage loan or facility (or guarantee) is secured by all other security we hold from you. This might include facilities you have in your name or as a joint borrower with other people and/or ones made to a third party where you are acting as guarantor.

In these Mortgage Conditions we refer to all the money you owe us at any time under your mortgage as your 'loan'. We can keep our security until you have paid your loan and any other secured liabilities (as set out above).

The secured liabilities do not include any money payable under an agreement regulated by the Consumer Credit Act 1974 unless the agreement states that the money is secured by the Mortgage Deed.

### **Transfer of your rights**

You will transfer to us during the life of the mortgage so far as you can:

- The benefit of any covenant, agreement, option, undertaking, charge, right, indemnity, obligation, condition, security or remedy relating to your property or the services to it;
- Compensation or a right to compensation of any kind available to or paid to you in respect of your property; and
- Any rights exercisable by you whether or not existing at the date of the mortgage and any money payable in respect of any damage to or depreciation of your property or its services or amenities.

By signing the Mortgage Deed you transfer to us all such rights in existence at that date.

### **15. What we can do on your behalf**

**There are some things we (and others appointed by us) can do on your behalf. This condition explains what these things are.**

#### **Appointing us as your Attorney**

For the purposes of securing our interest in your property by signing the Mortgage Deed you appoint us and any receiver appointed by us to be your attorney. As your attorney we (or the receiver) will be entitled to do the things you are obliged to do under these Mortgage Conditions on your behalf, and our acts will bind you as though you had done them yourself.

If we ask you to, you will confirm anything done by us or the receiver as your attorney while acting under this condition (provided that we or the receiver have acted in good faith). We may require you to enter into an additional document which confirms these acts and our appointment as attorney.

You can't cancel these appointments until all the money secured by the mortgage security is paid off.

#### **What we (or a receiver) can do when acting as your attorney**

The actions we and/or the receiver can take include (but are not limited to) the following:

- Sign any document you have agreed to sign under these Mortgage Conditions;
- Use any powers that you may have in respect of your property;
- Deal with any money or other benefit relating to your property;
- Execute a first legal charge in our favour over any interest in your property granted to you if you don't execute such a charge within fourteen days of us asking you to do so;

- Examine and take copies of all documents or information relating to your property or your mortgage (including files or computer records) in your or anyone else's possession, for example your solicitor;
- Take any of the following steps to protect our interests in your property or to help us take possession of your property or otherwise deal with it as described in condition 17:
  - Transfer any share or membership right in any management company or residents' association or society or commonhold association (or other similar organisation) connected with your property of which you are or are entitled to become a member;
  - Use any rights you may have as a member of any of those organisations; and
  - Request the cancellation and reissue of any certificate in respect of any share or membership right which you have in respect of those organisations; and
- Do anything else which we or the receiver reasonably consider to be appropriate under the powers that your mortgage gives us.

Any payments received by us or a receiver when acting as your attorney will be used (after deducting all our or the receiver's reasonable costs) to reduce your loan.

We and the receiver can delegate the power of attorney you give in this condition to someone else where it is reasonably necessary in order for us or the receiver to exercise any rights under your mortgage or under the law.

Neither we nor the receiver will be liable for anything done under the power of attorney if we or the receiver have used reasonable care in using or delegating the power.

### **16. When you must repay your loan immediately**

**If certain things happen we may ask you to repay your loan immediately. This condition sets out what those things are.**

We may require you to repay your loan immediately if:

- The amount which is due and unpaid under your mortgage is equal to or greater than the total of two monthly payments;
- You fail to repay your loan at the end of the term of your mortgage;
- You have seriously or persistently breached any of your obligations under your mortgage and the breach cannot be fixed or, if it can, you haven't fixed it within a reasonable period of us asking you to do so;

- You gave us false, inaccurate or misleading information in relation to your application which would in our reasonable opinion have adversely affected our decision to lend to you, the amount of money we would have lent to you or the terms on which we would have lent to you had we been aware of the true position;
  - Your property is compulsorily acquired or is demolished by any government, local or other relevant authority;
  - Your property is transferred or let without our express consent;
  - Your property is vacant and remains unoccupied for a period of six months or more without our express consent;
  - A bankruptcy order is made against you or you propose a voluntary agreement with or for the benefit of your creditors or an order is made for your liquidation or administration or if you are subject to a petition or resolution for your administration or liquidation;
  - There is a judgment or decree against you for a debt which you do not pay within the time specified in the judgment and we reasonably believe you will not be able to pay what you owe us under your mortgage;
  - Someone seizes any of your possessions because you have not paid a debt you owe them and we reasonably believe that you will not be able to pay what you owe us under your mortgage;
  - Anything equivalent or similar to any of the events in the previous three bullet points happens to you or any of your assets in any jurisdiction outside the UK;
  - Another party gives notice that they are going to exercise their rights to take possession, appoint a receiver in respect of your property, exercise a power of sale over your property or enforce any security that you have granted in their favour;
  - The person named as borrower or as the Mortgagor on the Mortgage Deed dies, or where there is more than one person named as borrower or as the mortgagor on the Mortgage Deed, the last remaining such person dies;
  - Anything happens or circumstances arise that mean we are entitled under a provision in any other agreement we have with you (where your liabilities under that agreement are secured by the Mortgage Deed) to ask that you immediately repay any of the rest of the relevant liabilities earlier than they would otherwise fall due;
  - Where we need to end our relationship with you due to the operation of any law, regulation, or order of the court which we must comply with. We will give you a full explanation unless we are prevented from doing so because of any law, regulation or order of the court; or
  - Where you intend to or change your address and we exercise our rights under condition 23.
- And for the avoidance of doubt “you” includes all or any of you.

## **17. Our powers if you have to repay us**

**In condition 16 we set out the circumstances when you must repay your loan immediately. This condition sets out what our powers are if you have to do this.**

If you have to repay your loan immediately under condition 16 we (or a receiver if we appoint one) may do any of the following things as and how we (or the receiver) reasonably think fit:

- Take possession of your property;
- Appoint a receiver as described in condition 18;
- Lease your property on any reasonable terms or terminate any existing lease or licence;
- Sell your property (we can do this even if we have not taken possession of it);
- Use the other powers given to mortgage lenders under the Law of Property Act 1925;
- Do any of the things we can do as your attorney as set out in condition 15; or
- Do any of the things that a receiver could do under condition 18.

If we use our power to sell your property the restrictions in section 103 of the Law of Property Act 1925, which could otherwise delay our power to sell your property until certain conditions are met, will not apply.

The powers conferred on you by section 99 of the Law of Property Act 1925 (which allows you to grant a lease of your property which is also binding on us) and section 100 of the Law of Property Act 1925 (which give certain rights after we have taken possession of your property) do not apply to your mortgage.

Section 93 of the Law of Property Act 1925 will not apply to your mortgage so that if you wish to pay off your loan in full we can require you to pay off any other loan under any other mortgage you have with us and which is secured by the Mortgage Deed before we release the security created by the Mortgage Deed.

We do not have to tell you before we use any of these powers. However, we will tell you what we intend to do where it is reasonably practicable and appropriate to do so.

### **Dealing with your belongings**

If we take possession of your property you will have fourteen days to remove all furniture, personal possessions and other goods. If you don't, we may, at your expense and risk, remove, store, sell or dispose of any belongings that haven't been removed though we are not obliged to do so.

Dealing with your belongings as described in this condition does not give us a right to keep any of your belongings as security under your mortgage.

We will pay you the proceeds of any sale of your belongings as soon as we reasonably can and after we have deducted all the costs we have reasonably incurred in selling and dealing with your belongings.

### **Leasing your property**

If we take possession of your property we can lease it to someone on such terms and conditions as we think reasonable.

We will use the money we receive from granting a lease to firstly pay all the costs incurred in relation to the lease and secondly to pay towards your loan.

We can also commence termination proceedings in relation to any lease or licence that is already in place in relation to your property.

### **Dealing with the sales proceeds of your property**

We will use the sales proceeds of your property to repay the outstanding balance of your loan and any other money you would have had to pay on the day of actual completion of sale as part of the redemption of the loan including associated costs (for example agents' fees).

If there is still money left over after we have paid off your loan we will give it to the person who would be entitled to receive it. If you are entitled to receive it and we are unable to discover your whereabouts we will pay the money into an interest bearing savings account or deposit account with us. If we still can't find you two years after the sale we will apply to pay the money into the courts. Please note that we are not obliged to seek the best interest rate possible. And if we do pay money into an interest bearing savings account or deposit account with us, we have no obligation to you to obtain a competitive rate of interest.

If the sales proceeds don't pay off your loan the amount still owed to us will continue to incur interest at the interest rate(s) on your loan and will be still due to be repaid by you to us immediately.

### **18. When we may appoint a receiver**

This condition explains when we may appoint a receiver and what powers they will have.

If we have asked you to repay your loan for any of the reasons set out in condition 16 we may appoint a receiver to manage your property. The receiver will act on your behalf (even though we appoint him or her) and you will be responsible for all his or her acts, failures to act, costs and fees.

#### **The receiver's powers**

The receiver will have all powers given by the Law of Property Act 1925 in the same way as if he or she had been appointed under the Act. In addition the receiver can do any of the things set out below, which are in addition to his or her powers under the Act and do not affect any of our powers:

- Take possession of your property and take any legal action he or she thinks is suitable for that purpose;
- Start, carry out and complete any building work or development at the property, apply for any planning permission, buildings regulations approval or any other permission or licence he or she thinks suitable;
- Rebuild, repair, replace, or improve your property in any way he or she thinks reasonable;
- Insure your property (or any associated buildings, fixtures, fittings or other items that are of the property) against whatever risks and on whatever terms he or she thinks suitable;
- Borrow money from us or others, using the property as security, if we agree;
- Sell or dispose of your property or any part of it on such terms as the receiver considers reasonable;
- To take action to surrender or terminate any tenancy or to get possession of your property (or any part of it) and grant new leases of your property on such terms as the receiver considers reasonable;
- Make any arrangement or compromise which the receiver considers suitable;
- Appoint and pay any managers, consultants, contractors, professionals or agents for any of the above purposes on any terms that the receiver considers reasonable;
- If you are (or are entitled to become) a member of a management company, sign a Stock Transfer Form for an assignment or transfer of any shares or certificate of membership you have in that company to any buyer of your property;
- Act as your attorney as set out in condition 15;

- Do anything we can do which is set out in condition 17; or
- Do any other lawful thing that the receiver considers may help in connection with any matters or powers set out in this condition.

After paying any claims that may have priority over us, the receiver will (so far as the law allows) use all money he or she receives to:

- Pay his or her fees, costs and expenses;
- Pay all amounts owing under these Mortgage Conditions, or any part of them in whatever order he or she decides; and
- Pay any remaining proceeds to the person entitled to them.

We may agree what the receiver will be paid and at any time we may review what the receiver is being paid and replace the person acting as receiver with someone else.

A purchaser of your property or any person dealing with the receiver will not have to ask whether the receiver's powers has arisen or become exercisable or whether the receiver is exercising these powers properly.

## 19. Contacting each other

**From time to time we may have to contact each other. For example, we may have to contact you to tell you about changes to these Mortgage Conditions or you may have to contact us to tell us you want to rent out your property. We call this giving each other notice. This condition explains how we must give each other notice and when such notice will apply from.**

Any demand for payment we make or notice will be properly made if it is given in writing and posted to your property or other address you have informed us is your correspondence address.

If there is more than one of you, a notice given to one of you will be treated as notice given to all of you, unless you expressly tell us otherwise.

You agree that we may send one statement for each account.

Where you hold an account in joint names we shall be entitled to accept the signature, instruction or authority of either of you, unless you advise us otherwise.

If you have to give us notice it may be served by posting it to the address set out in your Offer Letter or as otherwise notified to you from time to time.

Any notice given or demand made will be assumed to have been received by the person to whom it is addressed two working days after having been posted by first class or four working days after having been posted by any other class of mail.

Where we can, we will let you choose how you want us to contact you, for example by email or online or by post.

Where we communicate with you electronically we will send important messages on matters that relate to your account using texts, email and other digital methods.

Where we hold your mobile number or email we will send you a text, email or other electronic message reminding you to view the message, when that is legally required or we reasonably think it is appropriate.

### Keeping us updated on changes to your personal details

It's essential that you keep us informed if there are any changes to your situation, contact or personal details or any other important changes that are relevant to us such as changes to your officers or owners (where you are a company or limited liability partnership).

This is so that we can continue to manage your banking, protect your account, and communicate with you safely and quickly (for example, if we suspect fraud on your account or to give you information about your account(s) with us, including notifying you of changes). We also respect your privacy, and we don't want to send you unwanted information.

Examples of details you should keep up to date include:

- name
- nationality
- address (including if you move abroad)
- signature
- phone number (including mobile)
- email address

If you don't keep these up to date, your eligibility for your accounts, the products and services we can offer you, or how they work, might be affected.

You can always contact us by post or telephone using the details we give you, by visiting a branch, or through Online Banking, or other electronic methods we tell you about. We'll tell you if our details change.

We will contact you using the details you give us. Where we send information to you, we will send it to the most recent address or mobile number we have for you. If you don't tell us promptly about a change in your details, you may not receive information that could be important – or it could fall into the wrong hands.

We are always working to make our services more convenient and flexible so we may launch new ways of communicating with you in the future.

## **20. Changes to these Mortgage Conditions**

We have already explained in conditions 5 to 7 when we may make changes to your interest rate and in condition 8 when we may make changes to our charges. Please also see condition 23 about when certain other changes may be made to your mortgage if you change your address to an address in a different country. This condition explains when we may make changes to other terms of these Mortgage Conditions.

We may make a change:

- To make these Mortgage Conditions easier to understand or fairer to you;
- Where the change would not be to your disadvantage, including:
  - To reflect an improvement of any service or facility we supply in connection with your mortgage;
  - To introduce a new service or facility;
  - To replace an existing service or facility with a new one;
  - To withdraw a service or facility which has become obsolete or has ceased to be widely used or has not been used by you at any time in the previous year; and
  - To enable us to make reasonable changes to the way we look after your mortgage accounts as a result of changes in the banking or financial system, technology, or the systems we use to run our mortgage lending business; and
- To comply with a change in:
  - Any laws and regulations we have to comply with and guidance of our regulators;
  - As a result of a decision by a court, ombudsman or similar body; or
  - Any other industry guidance or code of practice we follow which is intended to improve standards of consumer protection (where the change would not be to your disadvantage).

We will notify you of any changes that we reasonably consider to be to your disadvantage not less than 30 days before the change takes effect.

We may introduce changes immediately and advise you within thirty days of the change if we reasonably consider the change is not to your disadvantage.

## **21. General provisions**

This condition sets out some general provisions about your mortgage and how it operates.

### **Further loans**

Although we are not obliged to make any further loans to you (unless your Offer Letter says otherwise), your Mortgage Deed has the effect of securing any further loan we may make to you.

### **Our power to transfer your mortgage**

We may transfer any or all of our rights under your mortgage to any person or persons. This includes our right to transfer any related rights or interests under the Offer Letter, the Mortgage Deed, or any other connected agreement with you. You agree to be bound to any person we transfer any rights to in the same way and to the same extent as you are bound to us. The terms of your mortgage will remain as they were prior to any such transfer.

This power to transfer includes the power for us to hold your mortgage in trust and to offer your mortgage (either alone or as part of a group of mortgages) as security for borrowing by us.

You agree we may pass on any information or documents relating to your mortgage to any potential transferee (or their advisers) subject to them keeping such information confidential in the same way as us.

### **Mistakes and miscalculations**

If we make a mistake or there is an omission in any statement or information given to you in connection with any account you have which is secured by your mortgage, such a mistake or omission whether made during the term of your mortgage or after its discharge, will not affect our security.

If we miscalculate the amount you have to pay us this will not affect any of our rights, including our ability to claim the correct amount from you either before or after your mortgage has been discharged, together with interest at your loan rate until repayment. However we will act reasonably in exercising our right to do so.

If we discharge you from your mortgage by mistake, for example because we under calculated the amount you owed us, we may still claim against you for any amount still owing. However we will act reasonably in exercising our right to do so.

### **Using money in your Barclays accounts to repay us**

If you fail to make any payment to us when it is due to be paid we may take it from any account held with us in your name which is in credit in accordance with the terms of that account. If we can, we will tell you before we do this, but we can exercise our rights under this paragraph without doing so. This applies to joint accounts as well as accounts in your sole name but not:

- Where the account has been designated a trustee or nominee account and is held by a person as trustee or nominee; or
- Where we have registered the interest of a receiver, administrator, liquidator, Trustee in Bankruptcy or Trustee in Sequestration (or similar office holder in any jurisdiction) in respect of the operation of the account; or
- Where the names of the joint borrowers are not the same as the names of any joint account.

If you are a joint borrower and a joint borrower holds an account with us (or any other account or product held with us) in their sole name and that account and/or product has a credit balance, we may take any money due and unpaid to us on the joint mortgage account from this sole account, in accordance with the account's terms.

#### **Other set off**

In addition to our rights under the section "**Using money in your Barclays accounts to repay us**" we may also set off any other amounts due and payable by us to you or any of you in any manner against your loan. We are not required to give you notice before doing so.

#### **Implied terms and conditions**

These Mortgage Conditions do not affect or exclude conditions implied by law unless they expressly say so.

#### **Invalid conditions and waivers**

Each condition in these Mortgage Conditions is separate from the others. If we cannot legally enforce any particular condition (or a part of it) this will not stop us from enforcing the other conditions (or parts).

Any concession or waiver by us in exercising our rights under these Mortgage Conditions will not be binding on us and will not prevent us from subsequently exercising our rights against you.

#### **Third party rights**

No person other than a party to these Mortgage Conditions may enforce any rights under them or under any other agreement made in connection with your mortgage by virtue of the Contracts (Rights of Third Parties) Act 1999. A party to these Mortgage Conditions includes anyone we transfer our rights to under this condition or anyone we appoint under these Mortgage Conditions such as a receiver.

#### **Applicable law and jurisdiction**

Your mortgage is governed by the laws of the country where your property is located and you agree that any legal action relating to it may only be dealt with by the courts of that country. However we may enforce any court order against you in any country or territory where you may be or in which any assets which you own are situated.

#### **Laws and regulations**

Any reference to law and regulations includes all laws, rules, codes of practice, decisions, recommendations and requirements laid down by any court, regulator, government authority or agency or other similar body.

Any reference to a statute (such as an Act of Parliament) includes any statutory instrument made under it or any amendment to or replacement of any statute or statutory instrument.

If there is any conflict of interest between the different parts of your mortgage, then so far as laws and regulations allow:

- Your Offer Letter and any other agreement you make with us will apply over these Mortgage Conditions; and
- Any other agreement you make with us will apply over your Offer Letter and these Mortgage Conditions.

#### **Financial difficulty**

If you are in financial difficulty, or think you may be in financial difficulty in the future, please let us know as soon as possible. The earlier you let us know, the more we can work with you to help you find a solution.

## **22. Your information**

Barclays is committed to protecting your personal data. We will use your information for a number of different purposes, for example, to manage your account(s), to provide our products and services to you and others and to meet our legal and regulatory obligations. We may also share your information with our trusted 3rd parties for these purposes. For more detailed information on how and why we use your information, including the rights in relation to your personal data, and our legal grounds for using it, please go to [barclays.co.uk/important-information/control-your-data](http://barclays.co.uk/important-information/control-your-data) or you can request a copy from us.

#### **Credit Reference Agencies and Fraud Prevention Agencies**

We will share account data with the credit reference agencies on an ongoing basis to manage your account, for example to trace and recover debts and prevent criminal activity.

If false or inaccurate information is provided to us and fraud is identified, details may be passed to credit reference and fraud prevention agencies to prevent fraud and money laundering and to verify your identity.

The Credit Reference Agency Information Notice (CRAIN) describes how the three main credit reference agencies in the UK each use and share personal data. The CRAIN is available on the credit reference agencies' websites:

- [transunion.co.uk/crain](http://transunion.co.uk/crain)
- [equifax.co.uk/crain](http://equifax.co.uk/crain)
- [experian.co.uk/crain](http://experian.co.uk/crain)

Or you can ask us for a copy of these.

For more details on how information held by credit reference agencies and fraud prevention agencies may be used, please go to [barclays.co.uk/important-information/control-your-data](https://barclays.co.uk/important-information/control-your-data) or you can request a copy from us.

#### **Sharing information about you with tax authorities abroad**

If we have reason to think that you are required to report your income or are subject to tax in another country, we may have to share information about your accounts with the UK or relevant tax authorities, either directly or via the local tax authority who may share that information with the appropriate tax authorities abroad. If we need to request extra documents or information from you about this, you must supply these. If you don't, you agree that we may close your account, or, if the law or other regulations requires us to do so, you agree that we may withhold parts of certain payments received into your account, and pass withheld funds to the relevant tax authorities (this is more likely if you leave the UK and become resident for tax purposes in another country).

### **23. Changing your address**

This condition explains what happens if you change your address.

#### **Telling us if you change address**

You must tell us before you change your address, or if this is not possible, as soon as possible afterwards. You must also tell us if you want us to use a different address to communicate with you.

#### **Changes to your mortgage if you change address**

If you change your address to an address in a different country, we may be unable to continue to provide all the features and services currently available on your mortgage, because of rules, regulations or laws that could exist in the country of your new address.

If this happens, we may, acting in a reasonable and proportionate manner, change, restrict or stop a feature or service we provide you in connection with your mortgage. If your address changes back to an address in your original country, any changes or restrictions on the features or services that apply because you changed your address will be removed.

We will try to tell you before if we need to change, restrict or stop a feature or service but if we were breaking any rules, regulations or laws by continuing to offer the feature or service in the country of your new address, we may have to stop it immediately.

#### **Repaying your loan immediately**

If you change your address to an address in a different country, we may require you to repay your loan immediately, but only if:

- there is no realistic alternative for us as a prudent and responsible lender; and
- it is a reasonable and proportionate action to take having regard to the effect of the change in address.

An example of when this might occur is where it would be illegal or would constitute a breach of applicable regulation, rule or law for us to collect payments from you or continue to maintain a mortgage relationship with you, or if a regulator in that country directs us to cease lending in that country.

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You can get this in Braille, large print or audio by calling **0800 400 100\*** (via Text Relay if appropriate) or by ordering online from [barclays.co.uk/accessibleservices](https://barclays.co.uk/accessibleservices)

Alternatively please take this leaflet into your branch and they'll be happy to help.

#### **Call monitoring and charges information**

\*To keep a high quality of service, your call may be monitored or recorded for training and security. Calls to 0800 numbers are free when calling from a UK landline. Charges may apply when using a mobile phone or when calling from abroad.

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Item Ref: 9914695LP\_UK. Created: 10/2020



Mortgage Operations  
PO Box 8575  
Leicester  
Leicestershire  
LE18 9AW

Phone number: 0800 022 4022  
Fax number: 0845 602 4329

Please quote your account number on all correspondence

### Your Mortgage Offer Number 2

**Account number:** 9730752315      **Customer name(s):** Izabela Comsa  
**Date of Offer:** 30 September 2022

<b>Customer(s) present address</b> 24 Maple Close LONDON SW4 8LL	<b>Mortgaged property address</b> Flat 5 Perkin Court 15 Thimble Crescent Hackbridge WALLINGTON SM6 7FT
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We are delighted to make an offer on the terms described below. Please make sure you read and understand the information in this document.

Please Note: Your valuation or survey will be sent to you separately (where applicable).  
This Offer is valid until 20 April 2023.

Once you accept this Offer, you will not be able to withdraw from the contract after the funds are released. However, you can repay the mortgage in full subject to any fees shown in the interest rate and other costs section and any early repayment charges in the early repayment section.

If you choose to decline this Offer, please see the interest rate and other costs section of the attached Mortgage Offer which provides details of any fees that may be payable, and whether any fees already paid may be refunded.

This Offer is based on a loan for a property purchase on Barclays' Green Home HTB - 5Yr Fixed 2.15% (HY24) mortgage product.

## **1. Lender**

Lender: Barclays Bank UK PLC  
Phone number: 0800 022 4022  
Address: PO Box 8575  
Leicester  
LE18 9AW

## **2. Credit intermediary**

Company name: SPF Private Clients Limited  
Phone number: 07583807552  
Address: 1St Floor  
33 Gracechurch Street  
London  
EC3V 0BT

SPF Private Clients Limited recommends, having assessed your needs and circumstances, that you take out this mortgage.

If you have any queries about this service, you should contact SPF Private Clients Limited. Barclays is not responsible for the advice or information you received.

Barclays will pay SPF Private Clients Limited an amount of £867.96 in cash or in benefits if you take out this mortgage.

### **3. Main features of the loan**

Amount and currency of the loan to be granted: £216,990.00

Duration of the loan: 30 years

This is a repayment loan of £216,990.00 on a fixed rate that will apply from completion until 31 May 2027.

After 31 May 2027 the rate that will apply is a variable rate, which varies in accordance with changes to the Bank of England Base Rate. The variable rate will not go below a floor for the remaining term.

The Bank of England Base Rate is a variable rate set by the Bank of England. For further information please visit [www.bankofengland.co.uk](http://www.bankofengland.co.uk).

Total amount to be repaid: £411,726.92. This amount is illustrative and may vary, in particular in relation with the variation in the borrowing rate.

This means that you will pay back £1.90 for every £1 borrowed.

The purchase price of the property assumed to prepare this Offer: £309,995.00

Maximum available loan amount relative to the value of the property 75.00%. The maximum amount you could theoretically borrow on this loan would be £232,496.25

This loan is secured on your home.

#### **4. Interest rate and other costs**

The annual percentage rate of charge (APRC) is the total cost of the loan expressed as an annual percentage. The APRC is provided to help you to compare different offers.

The APRC applicable to your loan is 4.7%

It comprises:

##### **Interest rate(s)**

Step 1: A loan of £216,990.00 on a fixed rate of 2.15% that will apply from completion until 31 May 2027.

Step 2: After 31 May 2027 the rate that will apply is a variable rate, which is 3.49% above the Bank of England Base Rate, currently 2.25%, to give a current rate payable of 5.74%. The variable rate will not go below a floor of 3.49%, for the remaining term.

##### **Costs to be paid on a one off basis:**

<b>Fees payable to Barclays</b>	<b>Fee amount</b>
Product fee (payable when you submit your application and is refundable on non-completion of your mortgage).	£749.00
Mortgage Exit fee (payable on final repayment of the mortgage and is non-refundable).	£80.00
Funds Transfer fee (payable when the mortgage application has completed and is non-refundable).	£35.00
<b>Other fees</b>	<b>Fee amount</b>
Legal fee (payable to your Conveyancer when the mortgage application has completed. The figure quoted here is only an estimate for the work carried out by your Conveyancer on our behalf and only covers part of the legal costs - the total fee for conveyancing may be higher, and is non-refundable).	£141.00
Land Registry fee (payable to your Conveyancer before the loan starts. The figure quoted here is an estimate but may be higher and is non-refundable).	£270.00
Intermediary Fee (payable to SPF Private Clients Limited for advising and arranging the mortgage, payable on application and is not refundable).	£995.00

##### **Costs to be paid regularly:**

None

This APRC is calculated using assumptions regarding the interest rate.

**Because part of your loan is a variable interest rate loan, the actual APRC could be different from this APRC if the interest rate for your loan changes. For example, if the interest rate rose to 9.24%, the APRC could increase to 9.7%**

The following costs are not known to the lender and are therefore not included in the APRC:

Legal fee , Land Registry fee

Please make sure that you are aware of all other taxes and costs associated with your loan.

#### **5. Frequency and number of payments**

Repayment frequency: Monthly

Number of payments: 360

## 6. Amount of each instalment

These payments are based on a loan amount of £216,990.00 and assume the mortgage will start on 01 October 2022. Your first payment will include interest due from the date of completion to the end of that month which will be added to your normal monthly payment in the following month.

56 payments at a fixed rate of 2.15%	£818.41
Followed by	
304 payments at a variable rate currently 5.74%	£1,197.49

**Your income may change. Please consider whether you will still be able to afford your monthly repayment instalments if your income falls.**

The interest rate on part of this loan can change. This means the amount of your monthly payments could increase or decrease. For example, if the interest rate rose to 9.24%, your payments could increase to £1,783.55

## 7. Additional obligations

The borrower must comply with the following obligations in order to benefit from the lending conditions described in this document.

### Buildings insurance

You must take out buildings insurance as a condition of your mortgage but you do not have to take out this insurance through Barclays. Please ensure that buildings insurance on your property is in place and that you have adequate cover.

## 8. Early repayment

You have the right to repay this loan early, either fully or partially.

The figures assume a start date for the mortgage of 01 October 2022.

Early repayment charges are payable on this mortgage until 31 May 2027 as follows.

Early repayment charges on your mortgage			Cash examples (amount you would repay if the loan is redeemed during the date ranges below)		
Loan Amount	Start of charge period	Basis of charge	01/10/2022 to 31/05/2027		
£216,990.00	01/10/2022	3% of the amount repaid	£6,510.00		
		<b>Total</b>	£6,510.00		

A Mortgage Exit fee, which is £80.00, is payable if you repay the mortgage in full.

Should you repay your mortgage, the maximum charge you could pay is £6,510.00 plus a Mortgage Exit fee which is £80.00.

Should you decide to repay this loan early, please contact us to ascertain the exact level of the early repayment charge at that moment.

Any early repayment charges shown are for illustration only, the amount you may have to pay will depend on when you settle the mortgage or any part of it. If no early repayment charge is listed in this section your mortgage does not have an early repayment charge. Where you have multiple parts to your mortgage only those subject to an early repayment charge are listed in this section.

## **9. Flexible features**

You do not have the right to transfer this loan to another property.

You do not have the right to transfer this loan to another lender.

### **Additional Features**

#### **Overpayments**

A capital reduction of 10% per annum can be made without incurring an early repayment charge. This will apply throughout the early repayment charge period. Please refer to the early repayment section for details.

Following receipt of an overpayment, we will immediately reduce the mortgage balance on which interest is charged and recalculate the amount that you owe. This means that you will get the benefit straight away.

Following receipt of a lump sum repayment, we will immediately reduce the mortgage balance on which interest is charged and recalculate the amount that you owe and the amount that you pay. This means that you will get the benefit straight away.

#### **Underpayment Arrangements**

- Overpayments made will reduce the balance on which you pay interest immediately but can also be utilised to fund future underpayments.
- Underpayment arrangements can be made provided you have sufficient pre-payment to cover your contractual monthly payment in full or part.
- If you take an underpayment arrangement, the amount you owe and the interest that you pay, will increase immediately.

## **10. Other rights of the borrower**

You have 7 days after the date of the offer to reflect before committing yourself to taking out this loan.

## **11. Complaints**

If you have a complaint, please contact:

In writing:           Barclays  
                         PO Box 8575  
                         Leicester  
                         LE18 9AW

By phone:          0800 022 4022

For further information on our complaints process please visit [www.barclays.co.uk/help/making-a-complaint/how-do-i-make-a-complaint-/](http://www.barclays.co.uk/help/making-a-complaint/how-do-i-make-a-complaint-/).

Maximum time for handling the complaint: 8 weeks.

If we do not resolve the complaint to your satisfaction internally, you can also contact the Financial Ombudsman Service: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

We want to hear from you if you feel unhappy with the service you have received from us. Letting us know your concerns gives us the opportunity to put matters right for you and improve our service to all our customers.

## **12. Non-compliance with the commitments linked to the loan: consequences for the borrower**

If you do not take out and maintain insurance for the property Barclays may instead take out similar insurance cover and you will have to pay for this.

If you fail to adequately maintain the property, or if you take actions that negatively affect the property's value Barclays has the right to take remedial steps and to recover these costs from you.

If you do not make payments relating to your property on time Barclays may make such payments on your behalf and will add the cost of these payments to your loan. Examples of such payments are service charges, ground rent and estate rent charges.

Should you encounter difficulties in making your monthly payments, please contact us straight away to explore possible solutions.

We will provide you with a booklet of terms and conditions relating to this mortgage. This will provide further information on your obligations under the contract.

**As a last resort, your home may be repossessed if you do not keep up with payments.**

## **13. Additional information**

This loan will be governed by the laws of the country where your property is located.

You are not bound by the terms of this Offer document until the funds are released on your mortgage.

You should compare this Offer document with the information sheet given to you before you applied for this mortgage, to see how the details may have changed.

## **14. Supervisor**

This lender is supervised by the Financial Conduct Authority (FCA) [www.fca.org.uk](http://www.fca.org.uk) and the Prudential Regulation Authority (PRA) [www.bankofengland.co.uk](http://www.bankofengland.co.uk).

This credit intermediary is supervised by the Financial Conduct Authority (FCA) [www.fca.org.uk](http://www.fca.org.uk).

### **Supplementary Conditions:**

The attached special conditions also apply.

1. Borrower must be financing the balance of the purchase price for this property through an equity loan or equity loans provided through the Help to Buy schemes or equivalent Local Authority shared equity scheme. The Borrower(s) must also contribute a minimum of 5% of the purchase price of this property towards the deposit from their own funds in addition to the equity loan(s). It is not acceptable for applicants to resort to secondary borrowing to fund this element of the deposit. Please ensure that no amendments are made to the standard documentation provided by the scheme provider and that any requisite consents (where required) from the other parties to the scheme are obtained before requesting the mortgage funds.
2. This product does not have a Higher Lending Charge.
3. The Borrower must finance the deposit for this property through a combination of (i) at least 5% of the purchase price from their own funds (it is not acceptable for applicants to resort to any form of borrowing to fund this element of the deposit) and (ii) an equity loan or equity loans provided through the Help to Buy schemes or equivalent Local Authority shared equity scheme. Please ensure that no amendments are made to the standard documentation provided by the scheme provider and that any requisite consents (where required) from the other parties to the scheme are obtained before requesting the mortgage funds.

4. Overpayments You may make overpayments for the Loan and we will add these to your Pre-Payment Balance. Overpayments made will reduce the balance on which you pay interest immediately. If you make overpayments which have a value equal to or greater than that of three Monthly Payments (e.g. where your Monthly Payment is £500 and you make an overpayment of £2,000), these will be treated as a part repayment and will not be added to your Pre-Payment Balance.
5. Underpayments Arrangements The funds in the Pre-Payment Balance can only be used to fund future underpayments or to make a capital repayment. If you take an underpayment arrangement, the amount you owe and the interest that you pay, will increase immediately. Once an overpayment has been made you cannot request repayment of these funds to you. Underpayment arrangements can be made provided you have sufficient pre-payment to cover your contractual monthly payment in full or part. If you want to make underpayments, you can do so only if there is enough money in your Pre-Payment Balance. We will allow you to underpay your Monthly Payments until the available money in the Pre-Payment Balance is used up. No matter how much money is in your Pre-Payment Balance, you can only fully or partially underpay for a maximum of six consecutive months before notifying us again of your request to continue to underpay. We may use money in your Pre-Payment Balance to pay any amounts you owe us that build up as a result of how you run your account. If you want to use your Pre-Payment Balance to reduce your Monthly Payment or term set-out in your Offer by making a capital repayment, you must notify us. A minimum capital repayment amount may apply. If you want to underpay your Monthly Payments, you must notify us at least fourteen business days before your Payment Day and tell us by how much and for how long you want to underpay. If you ask for an underpayment within fourteen business days of your Payment Day, the underpayment will take place in the following month.
6. This Offer is valid until 20/04/2023.
7. If you have a tracker rate mortgage (also known as a variable rate mortgage) (that is, a mortgage that tracks changes in a reference rate such as Bank of England Base Rate) or a fixed rate mortgage that reverts to a tracker rate at the end of the fixed rate period, your mortgage is subject to a minimum reference rate (also known as a floor rate) of 0%. If the reference rate is reduced to less than that, the condition which describes what happens if you have a minimum reference rate (floor rate) in the Mortgage Conditions will apply and we will stop tracking changes in the reference rate until it increases above 0% again. This means that the interest rate you pay will never be less than the floor set out in the Interest rate and other costs section of your offer documents.
8. This Offer is only available for the purchase of a new build property directly from the builder or developer.
9. This Offer is subject to you providing us with satisfactory evidence that the property has an Energy Efficiency Rating of 81 or higher, or has an Energy Efficiency Band of A or B. This evidence must be provided before the advance is made and shall be either: (a) a valid Energy Performance Certificate completed less than 10 years prior to the submission of your mortgage application or (b) a valid Predicted Energy Performance Certificate if the property build phase has not been completed.
10. If this Offer is for the purchase of a new build property, you can request a new Offer on the same terms at any time while this Offer is valid. The new Offer will only be issued where we have received confirmation that your circumstances have not materially changed and will be subject to a full credit reference check being carried out. This condition will not apply if you have already received an additional Offer on this basis. To request a new Offer, please contact us before the expiry date of this Offer.
11. If you fail to repay your outstanding balance at your scheduled maturity date, the rate that will be applied, will be 3.49% above the Bank of England Base Rate, unless any part of your loan is on a life time tracker rate.

12. We can withdraw the offer or change its terms (whether or not you have agreed to buy the property), but only before the advance is made under the mortgage, in the following circumstances: a) where we become aware or suspect that any information you have provided to enable us to make our lending decision is incorrect or misleading; b) where any information that we have obtained materially changes and such change affects our decision to lend; c) where you request and we agree to a variation in the amount of the loan; d) following internal investigations and/or advice from our solicitor, valuer or other professional adviser which would directly affect our decision to lend as the Bank's security might not offer adequate security or the security the Bank would have expected; e) where it appears that the mortgage will be in breach of the law; f) to change the offer so as to correct an error in it (such as inconsistent or inaccurate particulars of you, the property or the terms of the mortgage).
13. Where the Valuer has recommended in the valuation or survey that work should be carried out you undertake to carry out any such work as soon as is practicable following completion of the advance.
14. For new borrowing, when you sign the Mortgage Deed, you agree to accept the terms set out in this Offer and the Terms and Conditions sent with the Offer, and you agree to grant us a first legal charge over the property to which this Offer relates. If, however, this Offer is for further borrowing you agree to accept the terms set out in this Offer and the Terms and Conditions sent with your original mortgage offer pursuant to which this Offer is made. For all applications, you also confirm that (i) you were either provided with, or had access to, a copy of the Mortgage Declaration(s) or Information Sheet, or the content was verbally explained to you, during the application and (ii) you are re-confirming the statements of truth contained in the Mortgage Declaration(s) or Information Sheet. A copy of the Mortgage Declarations and Information Sheet can be obtained at the following location:  
[www.barclays.co.uk/mortgages/appointment](http://www.barclays.co.uk/mortgages/appointment)
15. For Non-Scottish properties: The solicitor must obtain a completion certificate from the builders and confirmation from the borrowers that the property has been completed to their satisfaction before drawing the mortgage. If the applicant(s) or their agent/solicitor become aware or are notified by the developer that something has changed within the context of the building works, the lender must be notified. For Scottish properties: We require written confirmation from you that we can proceed to draw down the loan funds and complete the mortgage/purchase on the basis we have had confirmation from the Council and NHBC that the property has passed habitation, with the actual Certificate of Completion to follow when issued by the Council in the normal manner.
16. The insurance reinstatement figure included within the offer is provided for guidance purposes only as the property falls outside the scope of the BCIS guide. In these circumstances, it would be advisable to check that adequate building insurance cover is provided by instructing a specialist surveyor to provide an accurate figure.
17. The Solicitor must confirm to us the full postal address (including full postcode) of the property prior to the completion of this mortgage.
18. Unless you have confirmed directly to us that you wish to proceed with our mortgage offer before the end of the reflection period we will take the receipt of the certificate of title from your conveyancer as evidence that you have chosen to proceed with our offer before the end of the reflection period. The certificate of title is the document your conveyancer will send to us shortly before completion to confirm that the title to the property is good and marketable and that it is safe for us to lend.
19. We have carried out a valuation of the property which is for our lending purposes only. We use physical inspections, desktop valuations or automated valuations to obtain a property valuation. We strongly recommend that you obtain an independent property survey to satisfy yourself of the property's condition and value.



## Barclays Tariff of Mortgage Charges

This leaflet sets out our current Tariff of Charges for new and existing customers. The Tariff is updated from time to time and a copy sent to you each year with your annual mortgage statement.

Where the services are subject to VAT this is included as noted. We reserve the right to amend these charges in line with any change in the rate of VAT.

Whenever Barclays raises a charge directly against your mortgage account, interest may be payable from the date the charge is applied.

To avoid an interest payment, a charge can be paid immediately. Should you require any additional information, please do not hesitate to contact us.

**Barclays worked closely with the mortgage industry's initiative to make our fees and charges easier for you to understand.**

Our Tariff of Charges fully reflects the initiative's good practice principles. This same document is being used across the industry to help customers compare mortgages.

When looking at the fees that other firms charge, you may notice some that don't appear in our tariff. This means we don't charge you these fees.

## Barclays Tariff of Mortgage Charges

### Before your first monthly payment

These are the fees and charges you may have to pay before we transfer your mortgage funds

Name of charge	What this charge is for	How much is the charge?																																																																		
Funds transfer fee	Electronically transferring the mortgage funds to you or your solicitor.	£35																																																																		
Legal fees	You will normally instruct a solicitor to act on your behalf in connection with your purchase transaction. You may be required to pay their legal fees and costs as part of their work on your behalf. These fees/costs are charged by the solicitor, directly to you.	These fees/costs are normally charged by the solicitor, directly to you unless we tell you that we will contribute to the legal costs as part of your product deal.																																																																		
Product fee	This is charged on some mortgages as part of the deal. It can be paid up-front or added to the total mortgage amount. If you add it to your mortgage, you'll pay interest on it at the same rate as the rest of your borrowing. It might be a flat fee, or a percentage of the loan amount.	Typically £999 Details available on request.																																																																		
Re-inspection fee	If your mortgage funds are released in stages and you're using it to renovate your home, this covers the new valuation we need to do after the work's carried out.  This fee may need to be paid at each stage before funds are released.  At Barclays, a re-inspection may also be required where the valuation needs to be updated, usually after 6 months.	£90																																																																		
Valuation fee	The lender's valuation report, which is used to calculate how much it will lend you. This is separate from any valuation or survey of the property you might want to commission.  There are other homebuyers or structural survey options available to you at a cost and there may be different approaches in different parts of the UK.  Some mortgages offer free valuations – the product details for your mortgage will tell you if this is the case.  At Barclays, the valuation fees are inclusive of VAT.	<table> <thead> <tr> <th>Valuation Range up to</th> <th>Residential Fee</th> <th>Buy to Let Fee</th> </tr> </thead> <tbody> <tr><td>£75,000</td><td>£0</td><td>£175</td></tr> <tr><td>£100,000</td><td>£0</td><td>£190</td></tr> <tr><td>£150,000</td><td>£0</td><td>£200</td></tr> <tr><td>£200,000</td><td>£0</td><td>£205</td></tr> <tr><td>£250,000</td><td>£0</td><td>£230</td></tr> <tr><td>£300,000</td><td>£0</td><td>£265</td></tr> <tr><td>£350,000</td><td>£0</td><td>£290</td></tr> <tr><td>£400,000</td><td>£0</td><td>£310</td></tr> <tr><td>£450,000</td><td>£0</td><td>£340</td></tr> <tr><td>£500,000</td><td>£0</td><td>£370</td></tr> <tr><td>£600,000</td><td>£0</td><td>£420</td></tr> <tr><td>£700,000</td><td>£0</td><td>£470</td></tr> <tr><td>£800,000</td><td>£0</td><td>£520</td></tr> <tr><td>£900,000</td><td>£0</td><td>£585</td></tr> <tr><td>£1,000,000</td><td>£0</td><td>£690</td></tr> <tr><td>£1,500,000</td><td>£0</td><td>£835</td></tr> <tr><td>£2,000,000</td><td>£0</td><td>£1,035</td></tr> <tr><td>£2,500,000</td><td>£1,115</td><td>£1,240</td></tr> <tr><td>£3,500,000</td><td>£1,355</td><td>£1,510</td></tr> <tr><td>£5,000,000</td><td>£1,740</td><td>£1,945</td></tr> <tr><td>£5,000,000+</td><td>By negotiation</td><td></td></tr> </tbody> </table>	Valuation Range up to	Residential Fee	Buy to Let Fee	£75,000	£0	£175	£100,000	£0	£190	£150,000	£0	£200	£200,000	£0	£205	£250,000	£0	£230	£300,000	£0	£265	£350,000	£0	£290	£400,000	£0	£310	£450,000	£0	£340	£500,000	£0	£370	£600,000	£0	£420	£700,000	£0	£470	£800,000	£0	£520	£900,000	£0	£585	£1,000,000	£0	£690	£1,500,000	£0	£835	£2,000,000	£0	£1,035	£2,500,000	£1,115	£1,240	£3,500,000	£1,355	£1,510	£5,000,000	£1,740	£1,945	£5,000,000+	By negotiation	
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#### **Before your first monthly payment (Continued)**

These are the fees and charges you may have to pay before we transfer your mortgage funds

Name of charge	What this charge is for	How much is the charge?
Product Switch Fee	At Barclays, if you wish to switch the mortgage product you have chosen after an offer has been made by us, but prior to completing your mortgage, additional fees may apply.	£0

#### **If you change your mortgage**

NB If you change to a new mortgage product, the 'before your first monthly payment' fees may also apply at this stage.

Name of charge	What this charge is for	How much is the charge?
Early Repayment Charge	You may have to pay this if: <ul style="list-style-type: none"> <li>• You overpay more than your mortgage terms allow;</li> <li>• You switch mortgage product or lender during a special rate period (e.g. while you're on a fixed or tracker interest rate);</li> <li>• At Barclays, on early redemption (either fully or part) or transfer to another scheme or product.</li> </ul>	The fee will typically be a percentage of the loan amount. Details available on request by calling <b>0800 022 4022*</b> or by reference to the most recent mortgage offer for your current product (or product rate)

#### **If you are unable to pay your mortgage**

These are the most common charges you may have to pay if you fail to keep up your mortgage payment. At Barclays, we do not charge for unpaid/returned Direct Debits or cheques, so there are no additional charges that occur at the early stages of your inability to pay (arrears). Other charges, for example, relating to our repossession of the property, may apply later in the process and will be dependent on your circumstances.

#### **Other Fees**

Name of charge	What this charge is for	How much is the charge?
Third Party Fees	You will be required to pay all third party expenses (including a fair proportion of internal administration costs associated with these expenses) we reasonably incur in connection with: <ol style="list-style-type: none"> <li>(a) the protection, enforcement or discharge of our security; or</li> <li>(b) the administration of your mortgage account and the recovery of any money you owe us under the mortgage.</li> </ol>	These fees/costs are charged by the Third Parties. Examples of these costs may include solicitor's costs, appointment of a Receiver of rents, or Estate Agent fees. Where applicable, we will give you an indication of the costs before we instruct a third party.

#### **Ending your mortgage term**

Name of charge	What this charge is for	How much is the charge?
Early Repayment Charge (ending your mortgage)	You may be charged this if you repay your mortgage in full before the mortgage term ends.	The fee will typically be a percentage of the loan amount. Details available on request by calling <b>0800 022 4022*</b> or by reference to the most recent mortgage offer for your current product (or product rate)

#### **Ending your mortgage term (Continued)**

Name of charge	What this charge is for	How much is the charge?
Mortgage exit fee	<p>You may have to pay this if:</p> <ul style="list-style-type: none"><li>• Your mortgage term comes to an end;</li><li>• You transfer the loan to another lender; or</li><li>• You transfer borrowing from one property to another.</li></ul> <p>This is payable either at the end of the mortgage term, or before the end of your mortgage term if you transfer the loan to another lender or another property (known as 'redemption').</p> <p>At Barclays, the charge is also payable where there is a requirement to redeem the existing mortgage i.e. Transfer of Equity or Porting</p> <p>You may be charged a separate fee by your solicitor or licensed or qualified conveyancer for their work relating to redemption of the mortgage and discharge of the security.</p>	<p>This will typically be the amount specified in your mortgage offer at the time you took your mortgage.</p>

**YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.  
YOUR BUY TO LET PROPERTY MAY BE REPOSSESSED OR A RECEIVER OF RENT APPOINTED IF YOU  
DO NOT KEEP UP PAYMENTS ON YOUR BUY TO LET MORTGAGE**

You can request this in Braille, large print or audio. For information about all of our accessibility services or ways to contact us, visit [barclays.co.uk/accessibility](http://barclays.co.uk/accessibility)

#### **Call monitoring and charges information**

\*Calls to 0800 numbers are free if made from a UK landline and international calls are charged at local rate, mobile costs may vary – please check with your telecoms provider. Calls may be recorded so that we can monitor the quality of our service and for security purposes.

Barclays Bank UK PLC. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 759676). Registered in England. Registered No. 9740322. Registered Office: 1 Churchill Place, London E14 5HP. Most buy-to-let mortgages are not regulated by the Financial Conduct Authority.

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