

Residential Mortgage Conditions

October 2019

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Harpenden Building Society

Residential Mortgage Conditions October 2019

1 Introduction

These **Conditions**, when read with your **Mortgage Deed** and **Offer**, set out the terms that govern your **Mortgage**.

2 Interpretation

2.1 In these Conditions:

- (a) References to “you” and “your” are to the **Borrower**, and references to “the Society”, “we”, “us” and “our” are to Harpenden Building Society and any body with which we merge or which takes over our business or the **Mortgage** or to which our rights are transferred under **Condition 19**; and
- (b) The following words and phrases have the meanings set out below when they appear in bold print and start with a capital letter.

Advance	Each amount of money we lend to you under the Mortgage , including any additional loans.
Borrower	The person(s) named as borrower in the Mortgage Deed which includes any person(s) named as mortgagor in the Mortgage Deed (and their respective legal representatives). If there is more than one of you, Borrower means all of you together and each one of you separately (see Condition 20).
Conditions	These mortgage conditions. Condition means any one of them or the particular one of them, as applicable.
Costs	All costs we incur, as set out in Condition 12.5 .
Early Repayment Charge	Any charge payable on early repayment of an Advance (or any part of it), as set out in your Offer .
Fee	Any fee we charge under Condition 12.1 .
Interest Rate	The rate or rates of interest payable by you on any Advance (or any part of it) as varied from time to time in accordance with Condition 6 or the terms of the Offer . The Interest Rate cannot be a negative rate.
Monthly Payment	The amount of money you must pay each month. (The Monthly Payment can go up and down – see Condition 5.3).
Mortgage	The terms and conditions on which we agree to make an Advance to you, including the Mortgage Deed , these Conditions and your Offer . If we have agreed, or agree in the future, to make more than one Advance to you, the Mortgage includes the terms and conditions of each Offer .
Mortgage Deed	Any deed of legal charge that you sign and complete and that says that these Conditions apply to it.
Mortgage Debt	All the money you owe us in respect of Advances and all other money payable by you under the Mortgage .

Offer	The document offering you an Advance including any terms and conditions referred to in it.
Payment Date	The date in each month your Monthly Payment is due to be paid. (We will notify you of the Payment Date .)
Property	The property referred to in the Mortgage Deed .
Rules	The rules of the Society in force from time to time.
Tariff of Charges	Our tariff of charges as published from time to time.
Term	The period of time for repayment of an Advance , as set out in your Offer . The Term may be varied by agreement.
Transfer	A sale, assignment, mortgage, charge or other transfer of our rights under the Mortgage .

- 2.2 In these **Conditions**, any reference to an Act of Parliament includes any changes made to, or replacement of, it.
- 2.3 If you have more than one **Advance**, references to the **Advance** are references to each **Advance** considered separately and references to **Monthly Payments**, the **Term** and the **Payment Date** mean the **Monthly Payments**, **Term** and **Payment Date** that apply to the **Advance** in question.
- 2.4 If there is any inconsistency between these **Conditions** and the **Offer**, the terms of the **Offer** will apply.
- 2.5 The headings in these **Conditions** are included for convenience only, and are not to be taken into account in interpreting them.

3 The Rules

You will automatically become a borrowing member of the Society when the **Mortgage** is completed. The **Rules** apply to you as a borrowing member of the Society. If we transfer the **Mortgage** under **Condition 19** you will cease to be a member and the **Rules** will cease to apply, unless you are also a member on another basis.

4 Continuing security and set off

- 4.1 The **Mortgage Deed** is security for the **Mortgage Debt** and will not be released until the **Mortgage Debt** has been repaid in full.
- 4.2 If there are any other mortgages or charges affecting the **Property** apart from ours, then, unless we have priority over them or we have agreed in writing to them remaining in place, we may (but we will not be obliged to) pay them off on your behalf. You must repay to us any amounts we pay when we call on you to make payment. Interest on these amounts will be charged at the **Interest Rate** from the date we call for payment until you pay us. You should note that, under **Condition 9.2**, there must not be any other mortgage or charge over the **Property** without our consent.
- 4.3 If you do not make a payment on time under your Mortgage, we may use money in any account you have with the Society to make the payment. This right is sometimes referred to as the "right of set off". We can use this right where you have accounts in your sole name and where you have a joint account.
- 4.4 We will tell you (and any joint account holder) at least 14 days before we use our right of set off for the first time and (where appropriate) if we use it again. We will also tell you after we have used our right of set off, including the date we used it and the amount we used to set off.

5 Repayment

- 5.1 You must repay the **Mortgage Debt** in respect of each **Advance** by the end of the **Term** relating to that **Advance**.
- 5.2 You must make **Monthly Payments**. If your **Advance** is a repayment **Advance**, the **Monthly Payment** will be calculated so as to pay off the **Advance** and interest by the end of the **Term**. If your **Advance** is an interest-only loan, the **Monthly Payment** will be calculated so that it only covers interest. It will not cover the other amounts you owe us under the **Mortgage**, including the **Advance** itself and any **Fees** and **Costs** that form part of the **Mortgage Debt**. Your **Offer** will tell you whether your **Advance** is repayment or interest-only. It may be that one part of the **Advance** is on a repayment basis and the other part on an interest-only basis.
- 5.3 **Monthly Payments** may be adjusted up or down to take account of changes in the **Interest Rate**, the amount of the **Mortgage Debt** or the **Term** or any other changes to the terms of the **Mortgage** (including any change in the repayment method) that we might agree to.
- 5.4 If we allow you to make payments under your **Mortgage** (or any part of it) on an interest-only basis you will at the end of the **Term** repay the **Mortgage Debt** to us from your own resources.
- 5.5 You must check that any repayment strategy is adequate to pay off the **Mortgage Debt** at the end of the **Term**. You should also ensure that you have sufficient life insurance cover to repay the **Mortgage Debt** in the event of your death. Interest will continue to be charged until the **Mortgage Debt** is repaid.

6 Interest

- 6.1 You must pay us interest on the **Mortgage Debt** (except to the extent it comprises unpaid **Costs** and **Fees**) at the **Interest Rate** from the time we send the **Advance** to you or your solicitor (or to any other person on your behalf).
- 6.2 Interest will be calculated on a daily basis, and is payable as part of the **Monthly Payments**.
- 6.3 Each **Monthly Payment** will be calculated on the basis of one-twelfth of a year, and not on the basis of the exact number of days in the particular month.
- 6.4 Interest will be added to the **Mortgage Debt** (and therefore itself attract interest at the **Interest Rate**) on the last day of each month if you have failed to pay it.
- 6.5 Interest will continue to be charged at the **Interest Rate** even if we get a court order against you.
- 6.6 Where we have agreed in your **Offer** that a fixed **Interest Rate** is to apply for any period in relation to an **Advance** we will not vary the **Interest Rate** for that period without your agreement.
- 6.7 Where the **Interest Rate** you are paying is a variable rate, (otherwise than where the **Interest Rate** is set or linked to an external index such as Bank of England Base Rate where it will vary in line with that rate as set out in **Condition** 6.7 (a) below), unless your **Offer** provides otherwise, we may vary the **Interest Rate** we charge you at any time for one or more of the following reasons:
 - (a) to reflect a change in the Bank Rate (or base rate) set by the Bank of England;
 - (b) to reflect proportionately, any changes in mortgage or investment rates charged by other firms providing similar products;
 - (c) to respond, proportionately, to any increases or reductions in our costs of funds. This includes the cost to us of money deposited with us by savings account customers that we use to fund our mortgage lending. For example, our costs of funds can increase if the interest rates that we pay to customers holding savings accounts with us increase;
 - (d) to respond, proportionately, to the requirements or recommendations of any body responsible for regulating our business or to the ruling by a court or any adjudication or decision made by the Financial Services Ombudsman;
 - (e) to enable us to maintain our financial strength, in a reasonable and prudent manner, for the benefit of all our members; or
 - (f) if we transfer the **Mortgage**, or if we acquire mortgage loans from another lender or

our business is merged with another lender, to enable us to harmonise interest rates charged to our residential mortgage customers in a reasonable manner.

- 6.8 We will give you personal notice to tell you about a change in the **Interest Rate**, and to notify you of your revised **Monthly Payment**. If the change is an increase, the notice will be in reasonable time before the change is to take effect.
- 6.9 In this **Condition 6**, personal notice means a letter or document which we will send you. If a personal notice does not reach you because of circumstances beyond our reasonable control (such as postal service failure), this will not prevent the change in the **Interest Rate** from being effective. Please also refer to **Condition 21** in this respect.

7 Payments

- 7.1 All payments under the **Mortgage** must be made by direct debit, or in any other way that we may agree or reasonably require.
- 7.2 For payments by direct debit, you are responsible for making sure that there is enough money in your bank account to cover the payments when they are due to be collected. Payments by any other method are at your risk, and you are responsible for making sure that they reach us on time.
- 7.3 Payments received under the **Mortgage** will be used in the following order:
- (a) first, towards any arrears of payments due;
 - (b) second, towards any other interest due and payable;
 - (c) third, towards any outstanding **Fees** and **Costs**, insurance premiums and **Early Repayment Charges**;
 - (d) fourth, towards repaying outstanding Advances (proportionately). We may vary the order in (b) to (d) above if we so decide (acting reasonably).
- 7.4 If you find that you are experiencing difficulties in paying the amounts due under your **Mortgage** you must contact us as soon as possible. The sooner that we know about your difficulties, the more options we can offer you. If a law or regulation requires us to send you information or guidance about dealing with financial difficulties and/or arrears, we will provide you with that once we know that you are, or might in the future be, in difficulties.

8 Property rights and powers of attorney

- 8.1 By signing and completing the **Mortgage Deed** you transfer to us the benefit of any rights relating to the **Property** under property law or under any contracts, guarantees or insurance, including rights to the payment of money. You also transfer to us the benefit of any rights to receive compensation for any sort of damage to the **Property**.
- 8.2 If you receive any money arising from the rights mentioned in **Condition 8.1**, you must hold it on our behalf.
- 8.3 Our rights under **Conditions 8.1** and **8.2** will only last until the **Mortgage Debt** has been repaid.
- 8.4 By signing and completing the **Mortgage Deed**, you give us a power of attorney (that is, a power to act on your behalf) to recover any money due in respect of the rights mentioned in **Condition 8.1**, including taking any necessary legal action.
- 8.5 You also give us a power of attorney:
- (a) to sign any documents and take any action that you have agreed but failed to sign or take under these **Conditions**; and
 - (b) to transfer any shares you may hold in any residents' association or Management Company in connection with the **Property** if we sell the **Property** under **Condition 16**.

- 8.6 The powers of attorney in **Conditions** 8.4 and 8.5 are given to us as security for the **Mortgage Debt** and cannot be withdrawn by you. They will, however, come to an end when the **Mortgage Debt** is repaid.
- 8.7 If the **Property** is held on a lease, and you want to extend the lease or buy the freehold of the **Property** or the building which includes the **Property**, then you must tell us. Our security under the **Mortgage Deed** automatically covers any extended lease or freehold interest from the time of the extension or acquisition. You must sign any additional documentation that we may reasonably require to confirm this.

9 Other obligations in relation to the Property and the Mortgage

- 9.1 Until the **Mortgage Debt** is repaid you must do all the following:
- (a) comply with all the terms and conditions of the **Mortgage** (including any terms and conditions set out in the **Offer**);
 - (b) look after the **Property** and keep it in good condition;
 - (c) properly finish any building work on the **Property**;
 - (d) pay all rents, rates and other charges payable in respect of the **Property** when due;
 - (e) comply with all legal restrictions, obligations and conditions affecting the **Property**;
 - (f) comply with all planning and environmental laws and the requirements of local and other authorities;
 - (g) send us within seven days a copy of any notice received from a local authority, or other third party such as a landlord, that might reasonably be regarded as relevant to our interests as lender; and do anything which we may reasonably request in response to the notice;
 - (h) allow our representative's access to the **Property** to check on its condition and use, so long as we give you reasonable notice and specify a reasonable time;
 - (i) allow us to hold any deeds or documents relating to the **Property** if we so require;
 - (j) sign and execute all documents and do all other things that we may reasonably require to ensure that the security granted, or intended to be granted, to us by the **Mortgage** is in full force and effect.
- 9.2 Until the **Mortgage Debt** is repaid you must not do any of the following in relation to the **Property** unless we have agreed in writing that you can:
- (a) apply for any improvement or other grant;
 - (b) change its structure, demolish it or change its use;
 - (c) sell or dispose of it, or part with possession of it;
 - (d) create any lease, tenancy or licence, or terminate or change any lease or tenancy (and any statutory right you may otherwise have to do this will not apply);
 - (e) create (or allow to exist) any mortgage or charge other than this one;
 - (f) create any circumstances (such as causing pollution or keeping any hazardous substances) which could lead to any liability on you or us under any environmental laws.

9.3 We will not unreasonably refuse a request from you to do something under **Condition 9.2(a)** to (e) (providing it would not adversely affect our security), but we may require:

- (i) a **Fee**; and/or
- (ii) additional interest

To be paid as a condition of giving our consent. The amount of any **Fee** may be set out in the **Tariff of Charges**. If it is not, we will set the **Fee** or additional interest at a reasonable amount according to the circumstances.

10 Insurance

10.1 The **Property** must be adequately insured at all times. The insurance must cover loss or damage by fire and such other risks as we may reasonably require. The amount of the cover must be initially at least the amount required in the **Offer**, but it is your responsibility to ensure that the cover is adequate.

10.2 You must arrange the insurance yourself. If you fail to do so, or if your insurance is not approved by us under **Condition 10.3**, then we may (but we are not obliged to) arrange the insurance.

10.3 The insurance company and the terms of the policy and the cover must be approved by us. We will not unreasonably refuse our approval, but we may charge you a **Fee** for checking the policy. The amount of the **Fee** is set out in our **Tariff of Charges** and may be changed in accordance with **Condition 12.4**. You must pay the premiums when due and provide us with evidence that you have paid the premiums, as and when we reasonably request it. However, we are not under any obligation to you to check that your policy is in force.

10.4 If we arrange the insurance, we will use an insurance broker or insurance company of our choice. We will not have to pay on to you any commission we earn for arranging the insurance. You must pay (or reimburse us for the cost of) the premiums.

10.5 We are not under any obligation to you to check the adequacy of the insurance. It is your responsibility to make sure that the insurance is adequate at all times. The amount of the insurance cover must be increased as necessary so as to ensure that this is the case.

10.6 If there is a possible claim on the insurance then you must make a claim. We may take control of the claim and (acting reasonably) agree settlement with the insurance company. The power of attorney you give us in **Condition 8.4** covers this.

10.7 You can choose whether any money received by you or us from any insurance in respect of the **Property** is used in making good the damage or loss that was the reason for the claim or in or towards payment of the **Mortgage Debt**, unless the **Property** cannot lawfully be repaired or the **Mortgage Debt** has become payable under **Condition 13**. In those cases, the money must be applied in or towards payment of the **Mortgage Debt**, unless we agree otherwise.

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

10.9 You must not, without our written consent, take out any buildings insurance in respect of the **Property** in addition to the insurance required by this **Condition 10**. We will not unreasonably refuse our consent but we may make our consent subject to conditions.

10.10 Any money received by you from any insurance relating to the **Property** must be held on our behalf unless and until it is used as required by **Condition 10.7**.

11 Our Power to Remedy

- 11.1 If you do not carry out any of your obligations under the **Mortgage**, we may (but we do not have to) carry it out. For this purpose we may need (and you must give us) reasonable access to the **Property**. If we have access this does not necessarily mean we have taken possession of the **Property**.
- 11.2 If we incur any **Costs** as a result of our acting under **Condition 11.1**, you must reimburse us as soon as we ask you to. If you do not, the amount of the **Costs** will form part of the **Mortgage Debt**.

12 Fees and Costs

- 12.1 We may charge **Fees** in relation to the operation of your account and for providing any service in connection with the **Mortgage**.
- 12.2 **Fees** specific to your **Mortgage** are set out in your **Offer**.
- 12.3 Details of our other standard **Fees** are set out in our **Tariff of Charges**. We will send you a copy of our current **Tariff of Charges** at least once a year, but you can obtain a copy of this by contacting us or looking at our website.
- 12.4 Unless otherwise stated in your **Offer**, we may change the **Fees** we charge to respond (proportionately) to:
- (a) changes in the costs we incur;
 - (b) the requirements or recommendations of any body responsible for regulating our business or to the ruling by a court or any adjudication or decision made by the Financial Services Ombudsman;
 - (c) changes in the way we look after your account as a result of changes in the banking or financial system, technology or the systems we use to run our business;
 - (d) any changes, or changes of interpretation, in the relevant laws, regulation or codes of practice relating to financial service providers.
- 12.5 You must also reimburse us for all reasonable expenses that we, or any receiver appointed by us, may incur in connection with the **Mortgage**. These **Costs** may arise if:
- (a) you fail to do what you have promised to do under these **Conditions**;
 - (b) we exercise any of the rights we have under these **Conditions** or by law;
 - (c) we take any action to safeguard our security; or
 - (d) under **Conditions 10.4, 11.2 or 15**.
- Costs** may include a reasonable amount in respect of our internal administrative expenses. They may also include legal costs of a reasonable amount which we have reasonably incurred. You have the right to ask for an assessment of legal costs.
- 12.6 The amount of some **Costs** will be set out in our **Tariff of Charges**. When they are set out in the **Tariff of Charges** they may be changed for any of the reasons set out in **Condition 12.4**.
- 12.7 We will notify you of any **Fees** charged or **Costs** incurred. Any **Fees** or **Costs** not paid will form part of the **Mortgage Debt**.

13 Events on which the Mortgage Debt becomes payable

- 13.1 If any of the events set out in **Condition 13.2** happen, we may require you to pay the **Mortgage Debt** immediately, in which case you must do so.
- 13.2 The events mentioned in **Condition 13.1** are:
- (a) you do not pay when due, and still owe us, an amount equal to two **Monthly Payments** or more;
 - (b) you break any other material term or condition of the **Mortgage** and do not put it right within 30 days of our asking you to do so;
 - (c) the **Property** is destroyed or compulsorily purchased;
 - (d) you (or any guarantor of your obligations under the **Mortgage**) become bankrupt or enter into any arrangements with creditors;
 - (e) any guarantee of your obligations under the **Mortgage** is or becomes, for any reason, unenforceable;
 - (f) you abandon the **Property**;
 - (g) the **Mortgage** becomes unenforceable;
 - (h) you have been guilty of any fraud or have dishonestly provided us with misleading information in relation to the **Mortgage**;
 - (i) you die (or, if there is more than one of you, the last surviving one of you dies).

14 Consolidation

We may require you to repay all mortgages you have with us before we release our security under the **Mortgage**. Section 93 of the **Law of Property 1925** will not, therefore, apply.

15 Paying off the Mortgage

- 15.1 Subject to **Conditions 14** and 15.2, you may pay off the **Mortgage** at any time by repaying the **Mortgage Debt** together with interest up to the date of repayment and including any applicable **Fees** and **Costs** and **Early Repayment Charges**. You must also pay us any **Costs** that we have to pay any third party (such as the Land Registry) in connection with the redemption.
- 15.2 If you have another mortgage with us where you are in arrears with your payments, we may require that those arrears are cleared before any repayments under this **Mortgage** (over and above normal **Monthly Payments**) are used to reduce the **Mortgage Debt**. We may use money received from you to give effect to this.

16 Our remedies

- 16.1 The statutory powers that we have as a mortgage lender under the **Law of Property 1925** will come into force the day after the date of the **Mortgage Deed**. For the purposes of these powers, the **Mortgage Debt** will be treated as due ~~to~~.
- 16.2 When the **Mortgage Debt** becomes immediately due and payable under **Condition 13** we may exercise the powers given to mortgagees by the **Law of Property Act 1925** free from any of the restrictions contained in Section 103 of the **Law of Property Act 1925**. In particular, we may:
- (a) take possession of the **Property**;
 - (b) appoint a receiver (who may be a person employed by us) or exercise any power given to a receiver under **Condition 16.4** below;

- (c) sell the **Property** by any method we reasonably consider appropriate, taking into account the nature of the **Property** and its condition at the time of sale or disposal;
 - (d) let the **Property**, furnished or unfurnished, at such rent and on such terms as we reasonably think fit; and/or
 - (e) repair, alter or improve the **Property** as we reasonably think fit, either to preserve the **Property** or protect our security.
- 16.3 No purchaser or other person dealing with us or any receiver need enquire whether the **Mortgage Debt** has become immediately due and payable or whether any power has become exercisable, or to check on the use made of any money paid to us or to any receiver.
- 16.4 A receiver:
- (a) will be entitled to be paid reasonable fees or commission, and will be appointed by us on such other terms as are reasonable in the circumstances;
 - (b) will be your agent (and you will be responsible for the receiver's acts and omissions), except if the receiver is our employee;
 - (c) will be entitled, in addition to the receiver's statutory powers, to collect and receive any rents from the **Property**, to sell or let the **Property** and to exercise any other powers which we would be able to exercise; and/or
 - (d) will be entitled to pay or use any money owing by or to you in such order of priority as the receiver thinks fit.
- 16.5 If we sell (or a receiver sells) the **Property** and the amount we obtain for it (after deducting all our expenses) is insufficient to repay the **Mortgage Debt**, you agree, independently of any other **Conditions**, to pay us the shortfall with interest at the **Interest Rate** calculated in the manner set out in **Condition 6**.

17 Mistakes

If we release the security given to us under the **Mortgage**, you will still remain liable for the **Mortgage Debt** if we find out that we made a mistake in calculating the amount of the **Mortgage Debt** due to be repaid on release of the security. However, we will not rely on this **Condition** unless we have told you about the mistake within three months after the date of the release or if we would not otherwise be entitled to pursue you for the shortfall under the general law.

18 Personal items, etc.

If we take possession of the **Property** or appoint a receiver of it, we may remove, store and/or sell any furniture, personal items or animals in it. We will notify you before we do this. You will be responsible for any **Costs** we incur. We will account to you for any sale proceeds we receive (after deducting our reasonable expenses), but otherwise we will not be responsible for any loss incurred by you, unless caused by our negligence. This power does not give us any interest in, or charge over, furniture, personal items or animals.

19 Transfer of your Mortgage

- 19.1 We may transfer any of our rights under the **Mortgage** and/or any **Advance** at any time. By signing the **Mortgage Deed**, you give your consent to any **Transfer**. However, we will only transfer our rights if we reasonably think that the policies operated by the transferee in connection with the **Mortgage** are not less favourable to you, to any material extent, than the policies we were following before the transfer. Your rights under the **Mortgage** will not be affected by any transfer.
- 19.2 Our power to transfer the **Mortgage** (and/or any **Advance**) includes the power for us to offer your **Mortgage** (and/or an **Advance**) either alone or as part of a group of mortgages as security for borrowing by us.

- 19.3 We may provide to any transferee (or potential transferee) information about you, your mortgage account and the **Property**.
- 19.4 Following a **Transfer**, the transferee can exercise our rights to the same extent as we could before the **Transfer**. However, the **Rules** will cease to apply and you will no longer be a member of the Society by virtue of the **Mortgage**.
- 19.5 This **Condition** does not apply to a transfer of the **Mortgage** on a merger between us and another building society, or to a transfer of our business to a company under the Building Societies Act 1986. Instead, the provisions of that Act will apply.

20 Joint Borrowers

If there is more than one of you, each of you is responsible together and separately for all your obligations under the **Mortgage**. This means that each of you is responsible on your own for the full amount of the **Mortgage Debt** (and not just a part or proportion of it).

21 Notices

- 21.1 Any notice that we send you under the **Mortgage** will be effective if it is in writing and:
- (a) served personally on you;
 - (b) left at, or sent through the post (in a pre-paid letter) to, the **Property**;
 - (c) sent through the post (in a pre-paid letter) to your last known address; or
 - (d) in any other manner specifically agreed between us.
- 21.2 If the notice is sent through the post it will be regarded as having been given to you on the second day after posting, if first class post is used, and otherwise on the fourth day after posting.
- 21.3 If there is more than one of you, one notice addressed to all of you will count as a notice to all of you except when we have an agreed additional address for one or more of you, in which case we will send an extra copy of the notice to that address. If there is more than one of you we will require the consent of all of you before we agree to change where notices, letters and statements are to be sent.

22 Rights of Third Parties

Only you and we may enforce the terms of the **Mortgage** and accordingly the Contracts (Rights of Third Parties) Act 1999 does not apply to the **Mortgage**. (This Act allows persons other than those who are parties to a contract to enforce the terms of the contract in certain circumstances.)

23 Life assurance

- 23.1 If we have any requirements as to life assurance in connection with the **Mortgage** they will be set out in the **Offer**.
- 23.2 If the conditions of the **Offer** require the assignment to us of any policy of life assurance or similar investment as additional security for the **Mortgage Debt**, then you must comply with terms of the assignment (or, if you are not the holder of the policy, ensure that those terms are complied with).

24 General

- 24.1 If we cannot enforce any term of the **Mortgage**, this will not stop us from enforcing the others. Each term is separate from the others.
- 24.2 If we decide to relax any of the terms of the **Mortgage**, or not to enforce them at any particular time, this will not affect any of our powers or rights or stop us from taking any action in the future, unless we specifically agree otherwise.

25 Guarantors

- 25.1 If there is a guarantor for your obligations under the **Mortgage**, we may disclose information about the **Mortgage**, and any relevant information about you, to that guarantor.
- 25.2 The obligations of the guarantor will be set out in a separate form of guarantee which he or she will be required to sign. You should note that:
- (a) by giving the guarantee, the guarantor may become liable instead of, or as well as, you for the **Mortgage Debt**;
 - (b) any arrangements that we may make with you will not affect the obligations of the guarantor;
 - (c) the guarantor will agree not to make any claim against you which would compete with any claim we may have;
 - (d) our rights against a guarantor are independent of, and additional to, any other security we may have for the **Mortgage Debt**; and
 - (e) we may hold any money we receive from a guarantor in a separate interest-bearing account.

26 Changes to these Conditions

We may change the terms and conditions applying to your **Mortgage** if we give you not less than one month's written notice. We will only make such a change to reflect the requirements of any regulation, to clarify any existing term or condition or make it fairer, or to enable us to enhance the terms of your **Mortgage** or correct any errors.

27 Governing law

The **Mortgage** is governed by English law.

28 Language

All our communications with you in relation to the **Mortgage** will be in the English language unless we agree with you otherwise.

29 Complaints

Details of our complaints handling policy are available in all our branches, principal office and on our website. If we do not deal with your complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). Please see our website or ask at any of our branches for further details.

30 Data Protection and Confidentiality

Under data protection laws you have the right to have a copy of the personal information we hold about you, and to ask us to transfer personal information after you close your account. You can also ask us to correct any inaccuracies and to restrict how we process your personal information. To exercise these rights please put your request in writing and send it to our Data Protection Officer by emailing:

privacy@harpendenbs.co.uk, or write to the Society at:

The Data Protection Officer
Harpenden Building Society
Mardall House
9-11 Vaughan Road
Harpenden
Hertfordshire AL5 4HU

Our full Privacy Notice can be viewed from our website,
<https://www.harpendenbs.co.uk/privacy-notice>

If you are not satisfied with the handling of your complaint by the Society, you can also make a complaint to the Information Commissioner's Office on: ico.org.uk.

31 Marketing of services

We may send you information about our mortgage products by post, email or telephone where we believe that these may be of interest. Our account application forms have a box for you to tick if you are happy to receive this information by email.

We will continue to honour your marketing preferences until you tell us differently. We will write to you at least once every three years to remind you that you can change your preferences. This reminder may be contained in the Summary Financial Statement or other literature that we regularly send you.

<p>YOUR MORTGAGE WILL BE SECURED ON YOUR PROPERTY AND YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.</p>
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Harpden Building Society is authorised for investments by Trustees and is a member of the Building Societies Association.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.
Firm reference number: 157260.