

IDENTITY REQUIREMENTS

LIST 1:

- Current signed passport – (Black & White copy only)
- Current full UK driving licence – photo-card or old version (old style provisional licence is not acceptable) **or** Current EEA driving licence
- Benefit book or most recent letter from the Benefits Agency confirming the right to benefits
- Firearms certificate
- Most recent HM Revenue & Customs tax notification
- National Insurance card together with either P60 or a recent payslip showing the National Insurance number and name **Not acceptable for products with Title Insurance or Right to Buy cases**
- Cheque guarantee card or debit card with inlaid holograph photo – if there is no photo an original account statement less than 3 months old will also be required **Not acceptable for products with Title Insurance or Right to Buy cases**

LIST 2:

- Confirmation from an Electoral Register search that a person of that name lives at that address **Not acceptable for products with Title Insurance or Right to Buy cases**
- Recent utility bill
- Most recent bank, building society or credit union statement or passbook containing current address
- Most recent mortgage statement from a recognised lender
- Benefits book or most recent notification from the Benefits Agency confirming the right to benefits
- Current full UK driving licence – photo-card or old version (old style provisional licence is not acceptable)
- House insurance certificate for current year **Not acceptable for products with Title Insurance or Right to Buy cases**
- Local authority tax bill (valid for current year)
- A certificate from a utility supplier issued in the last 3 months confirming the arrangement to pay for the services on pre-payment terms (mobile phone bills are not acceptable)
- Local council rent card or tenancy agreement **Not acceptable for products with Title Insurance or Right to Buy cases**
- Solicitors letter confirming recent house purchase or land registry confirmation (additional address identification document also required to verify previous address) **Not acceptable for products with Title Insurance or Right to Buy cases**
- Most recent HM Revenue & Customs tax notification

CERTIFYING DOCUMENTATION

- If you have seen the applicant(s) face to face you must provide one document from List 1 and one document from List 2 for each applicant.
(Any item which is duplicated in List 1 and List 2, will only be accepted as one form of identification)
- If you have not seen the applicant(s) face to face you must provide two documents from List 1 and one document from List 2 for each applicant.
(Any item which is duplicated in List 1 and List 2, will only be accepted as one form of identification)
- Each document must be a photocopy of the original document, and must contain the original signature of the person certifying.
- The person who has seen the original document must certify each document using the following wording: 'I certify that this is a true copy'. They must then state their name, company name, and each certification must be signed and dated.
- If you have seen the applicant face to face, and the document includes photographic identification, you are also certifying that this is a good likeness of the applicant.
- Mortgage Introducers who are certifying documentation must be FSA authorised.
- A professional person (eg Solicitor) covered by money laundering regulations may also certify copies of identification documents.

We are not permitted to accept Identification Documents by fax or email

SUPPLEMENTARY DECLARATION

Mortgage Account Number

The information provided in this form is supplementary to the application form that you have already signed, dated and has formed the basis of your Offer (the "Application Form")

INSURANCE REQUIREMENTS

Please answer all of the following questions.

Your mortgage application may be delayed if these sections are not completed.

We have made arrangements with Legal & General Insurance Limited to provide insurance services. Please note that contents insurance is not available for Buy to Let products.

Buildings / Buildings & Contents

Adequate Buildings Insurance for the mortgaged property is a condition of the loan. You should also insure the contents. Flats – under the terms of the lease the buildings insurance is usually the responsibility of the freeholder. We can help with your insurance requirements through our arrangement with Legal & General Insurance.

Please tick the box if you DO require Legal & General to contact you with regards to a Home Insurance quotation.

If you arrange Buildings Insurance cover through an alternative insurer, an administration fee will be payable.

Please note that full cover details will need to be supplied to us and failure to do this may result in a delay in processing your mortgage.

Mortgage Payment Protection Insurance

Platform strongly recommends that you take out accident, sickness and involuntary unemployment insurance known as mortgage payment protection insurance, in connection with your mortgage application. Following the Government's changes to income support, it is clear that protecting you and your family has never been more important.

We can help you with your insurance requirements through our arrangement with Legal & General Insurance.

Please tick the box if you DO require Legal & General to contact you with regards to a Mortgage Payment protection Insurance quotation.

I/We confirm that I/we have read and understood the insurance requirement recommendations.

Applicant 1 Tick box

Signed

Date

Applicant 2 Tick box

Signed

Date

Applicant 3 Tick box

Signed

Date

Applicant 4 Tick box

Signed

Date

Platform and your Introducer may receive commission from Legal & General in respect of your insurance requirements. Legal & General Insurance Limited, Registered in England No. 423930, One Coleman Street, London, EC2R 5AA, is authorised and regulated by the Financial Services Authority for insurance business. Legal & General is not part of the Platform group. Platform do not charge any fees for introduction to Legal & General Insurance Company.

DECLARATIONS, CONSENTS AND AUTHORITIES

YOUR DECLARATION


This section is to be signed by ALL customers applying for the mortgage

I (if there is more than one of us applying, each of us) understand, declare and agree that

- (1) I am/we are over 18 years of age.
- (2) this form has been completed by myself or at my dictation and that the information given is true to the best of my knowledge and belief and all material information as explained above has been disclosed and is full and correct in every detail. I authorise the Company to make enquiries to confirm this information and to update my Group records where appropriate.
- (3) if the Mortgage Application is made by me jointly with other applicants I shall be fully responsible for all obligations undertaken by me or any other applicant ("jointly and individually liable").
- (4) if any answer has been written by any other person, that person shall for that purpose be regarded as my agent acting on my behalf and not the agent of the Company/insurers.
- (5) the introducer is not an agent of the Company.
- (6) my Solicitor shall disclose to the Company all information relevant to the Company's (on behalf of Platform Funding Limited) decision to lend and that I waive any right to claim solicitor/client confidentiality or legal privilege in respect of such information.
- (7) the Company and/or any Introducer may obtain such references as you may deem necessary for purposes of confirmation, credit assessment and account management from my employer(s), bankers(s), accountant(s), previous mortgage lender(s), landlord(s), credit reference agencies, government bodies or any parties as you may consider appropriate.
- (8) this application may also include an application for insurance in the normal Terms and Conditions of the Insurer's Policy and shall be incorporated in and form part of the insurance contract.
- (9) the Company and/or Introducer may disclose/obtain any information pursuant to the arrangement and ongoing administration of property insurance, mortgage payment protection insurance and/or mortgage indemnity insurance.
- (10) insurance cover will not begin until the insurance proposal has been accepted.
- (11) there is a choice of law for this insurance cover, but unless the insurer agrees otherwise, English Law applies.
- (12) the Company's Complaints Procedure has been or will be advised to me.
- (13) the Company is authorised to instruct a valuer, and I understand that the valuation report is being obtained solely for the benefit of the Company (and Platform Funding Limited) to enable it to assess the value of the Property and such valuation report confers no rights on me whether against the Company or any other person. I must, for my own protection, obtain independent advice from a surveyor or other suitably qualified professional person as to the condition and value of the Property.
- (14) I will pay the costs incurred by the Company in dealing with this application whether or not the loan is completed, some of these costs may not be refundable.
- (15) any commission or other allowances received by the Company from any insurances arranged by it in respect of this advance shall belong wholly to the Company.
- (16) I undertake not to let the property without the Company's consent.
- (17) I have not arranged any other loan, second mortgage or improvement grant in connection with the property.
- (18) if approved the Company (on behalf of Platform Funding Limited) may make the payment for the advance (less any deductions) to the Company's Solicitors.
- (19) I will notify the Company should there be any change in the proposed occupants of the property before completion of the mortgage.
- (20) my income is and shall be sufficient to meet the payments upon the mortgage that I am applying for.
- (21) where an interest only or part interest product is chosen, it is my responsibility to arrange a suitable way of repaying the loan at the end of the term of the mortgage.
- (22) I will be given full vacant possession of the property upon completion, unless the property is purchased with a buy to let product in which case certain exceptions may apply.
- (23) I have no other applications pending with either the Company and/or any other lender on any other property, and I will keep the Company informed of any applications on any other properties up to the point of completion.
- (24) I will notify the Company immediately if any information given by me on this form, or if any circumstances surrounding my application, change between the furnishing of the information and the Company proceeding to make the Offer of Advance or thereafter in my dealings with the Company.
- (25) I understand that by entering into this mortgage I shall not become a member of Britannia Building Society.
- (26) the Company acts as administrator for and on behalf of Platform Funding Limited.
- (27) the Company may decline the Mortgage Application without stating a reason.

By ticking the following box, I confirm that I DO want to receive information about products, special offers or services of the Company or Britannia group (respectively the "Company", and the "Group" as defined overleaf).

I have the right, subject to applicable law, to request a copy of the personal data that you hold about me (for which you may charge a small fee) and to correct any inaccuracies. I will ensure that any co-applicant or guarantor whose details I supply is aware that he or she also has this right in respect of personal information you hold about them. Any such request or complaint should be addressed to the Compliance Officer, Platform, Exchange Tower, 2 Harbour Exchange Square, London E14 9FR.

 By returning this completed form I confirm that I have read and agreed to the above statements, as well as the section entitled "Data Protection Notice" overleaf and I agree to the Company and other members of the Group processing (including transferring) my personal data (including any information about any third party whose details I supply) as detailed above and in the Data Protection Notice. I confirm that I am entitled to disclose information about any co-applicant, guarantor and anyone else to whom I refer or whose details I supply, that I have informed those individuals how their information will be used and am entitled to agree to use of their personal data as detailed.

PLEASE ENSURE THAT BOTH SIDES OF THIS FORM ARE FULLY COMPLETED



DATA PROTECTION NOTICE

Platform Home Loans Limited whose principal office is Exchange Tower, 2 Harbour Exchange Square, London, E14 9FR, Platform Funding Limited for any or all of their respective successors in title, assignees and transferees (whether legal or equitable or whether by absolute assignment, transfer, assumption or by way of novation or security only), other companies within the Platform Home Loans group or their agents, service suppliers or representatives and any introducer involved in respect of this application (each hereafter individually and jointly referred to as the "Company") may use the information provided to it or which it obtains, in a number of ways. Details of companies within the Platform Home Loans group are available at the above address on request. The following paragraphs detail the ways in which the Company and others can use relevant information.

Each Company entity may exchange with and disclose information relating to me to other Company entities, to any parent company of any Company entity (including Britannia Building Society), to any subsidiary or affiliate companies, authorised agents or representatives of any such parent, including Western Mortgage Services Limited (each hereafter individually and jointly referred to as the "Group"). A list of Britannia group companies is available upon request from Britannia Building Society, Britannia House, Cheadle Road, Leek, Staffordshire ST13 5RG. Information will be used and disclosed for the purposes identified below. In this document, references to "information", "my information" or "information relating to me" etc. will include information relating to any third party whose details I supply.

Purposes

- I agree that the Company and the Group may use information as follows:
 - To administer any product it provides me with (including debt tracing and recovery) or otherwise perform its obligations or exercise its rights under this Agreement or any other applicable agreement with me;
 - Platform is continually looking to improve its systems to provide a more efficient service. As part of this process, it may be necessary to use information provided by our customers for the purpose of system testing. Platform will ensure that any testing is carried out in a secure and controlled environment.
 - For the purposes of market research, developing goods and services, statistical and business analysis and creating and maintaining a customer profile;
 - To assess my purchasing preferences and profile so that the Company or Group may review, develop and improve the services it offers and to enable it to provide me with further marketing offers;
 - To introduce me to, or pass my information (including details of my purchasing preferences) to other entities within the Group or to third parties for marketing purposes. The Company and/or they may wish to contact me by mail, telephone, e-mail, fax, short message system or other electronic means, in person or otherwise about special offers, products and services. These third parties may advise the Company or Group whether I have expressed an interest in their offers, products and services. I can tick the box in the declaration section ("Your Declaration") if I do not wish to receive these offers. Where the Company or Group gives me discounts, offers, vouchers etc. which are provided by a third party, I agree that the Company or Group can pass on my relevant contact details so they can be sent to me;
 - I understand if my application does not proceed to completion, information relating to me or any third party whose details I supply may be held on the Company's and the Group's customer system/s and may still be used for direct marketing and statistical analysis unless I request otherwise at any time;
 - To disclose information to appropriate regulatory authorities (including regulators of voluntary codes of practice) as reasonably necessary or desirable to comply with legal requirements; and
 - To assess further applications for additional loans and to review my total relationship with the Company or the Group.
- In order to consider my application, I authorise the Company or Group to check my record at a credit reference agency/ies who will supply information relating to me including information from the Electoral Register. Even if my application goes no further, the agency/ies will add details of this search and my application to their records which are made available to third parties. Information held about me by the agency/ies may already be linked to records relating to one or more of my partners about applicants or guarantors. For the purposes of this application I may be treated as financially linked and my application will be assessed with reference to any "associated" records.
- I confirm that I am entitled to disclose information about my joint applicant and/or anyone else referred to by me and I authorise the Company or Group to search, link, record or otherwise use information at credit reference agencies about me and/or anyone else referred to by me. I and anyone else with whom I have a financial link understand that each other's information will be taken into account in all future applications by either or both of us. This linking will continue until one of us successfully files a 'disassociation' at the credit reference agency/ies. Credit searches and other information which is provided to the Company or Group and/or the credit reference agency/ies about me and those with whom I am linked financially, may be used by the Company or Group and other companies if credit decisions are made about me, or other members of my household.
- I understand that if I borrow and do not repay in full and on time or deliberately fail to pay following a change of address without notice, the Company or Group may tell credit reference agency/ies who will record the outstanding debt. If there are arrears on the account the Company is under a legal duty to notify any person who is guaranteeing my obligations that the arrears have arisen and the amount of them. Such information will also be disclosed in documents which may be sent to a court. Details of the arrears are also filed with a credit reference agency/ies. If the Company or Group obtains possession of my home, details will also be passed to the Council of Mortgage Lenders for entry onto their Register of Possessions.

I/we confirm that, where I/we have self certified my/our income on the mortgage application, I/we have considered the financial implication to me/us, and can afford the repayments on the amount of loan applied for. I/we am/are aware that the company have not obtained independent confirmation of the amount declared.

Signatures of all applicants in full:

1		Date	2		Date
3		Date	4		Date

Security is required for all Secured Loans.

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

PLEASE ENSURE THAT BOTH SIDES OF THIS FORM ARE FULLY COMPLETED

- I acknowledge that the information does or may include information about my physical or mental health or criminal records and similar information relating to third parties. Such information may be processed only as necessary for the Purposes described herein.
- I authorise the Company or Group to make such enquiries, including searches with fraud prevention agency/ies, to confirm the accuracy of the information I provide relating to me or a third party where this is done in the interests of fraud prevention and detection, as considered necessary in relation to my application, account, or other requirements. They may also pass information to financial and other organisations involved in fraud prevention to protect them and their customers from theft and fraud.

In particular, I understand the Company or Group may share information with insurers and third parties to prevent fraudulent claims including amongst other organisations, participants of the Creditor Insurance Anti-Fraud Register (CIAFR) operated by Equifax Europe (UK) Limited. A list of participants is available on request. The information supplied on this application form and any claim form, together with other information relating to the claim, will be provided to CIAFR participants or the Company may seek information from other insurers and CIAFR participants to check the answers I have provided and I authorise the giving and such use of information for such purposes.

- If the Company reasonably believe that I have given them false or inaccurate information and they suspect fraud, I understand they will record this with fraud prevention agency/ies. The Company or Group and other companies may use this information to make decisions about me or others at my address on credit or credit-related services, or motor, household, life or any insurance facilities, for identity verification, debt recovery and tracing, and claims assessment.
- I am aware that I can telephone the Company on 020 7512 4006 if I want to have details of those credit reference and fraud prevention agencies from which the Company obtains and with whom the Company records information about me.
- I understand the Company will use a credit scoring or other automated decision making system when assessing my application and will make periodic searches of Group records, credit reference and fraud prevention agency/ies to manage my account, to take decisions regarding credit, including whether to make credit available or to continue or extend existing credit. The searches will not be seen or used by lenders to assess my ability to obtain credit.
- I understand that information for related insurances which is provided on this form or on any claim I may make, will be used to consider my proposal, administer my policy and deal with any claims. I agree to it being supplied to Insurance Database Services Ltd (IDS Ltd), so that it can be made available to other insurers and financial institutions. These records are to help them assess the insurance risk in relation to myself and members of my household and preventing fraud. In response to any searches the Company may make in connection with this application or any claim, IDS Ltd and fraud prevention agencies may supply information they have received from other insurers about claims I have made and the Company or Group will record the appropriate information supplied.

Recipients

- I understand that the Company or Group may pass any information or documents held by it or provided to it to:
 - any actual or proposed transferee or assignee of or party taking security over this Agreement or any other agreement with me or the loan or any insurance;
 - the provider of funds for the loan;
 - any other party with whom the Company or Group is considering entering into a contractual arrangement in relation to the loan or this Agreement or any other agreement with me. In the event of any potential or actual assignment, transfer, assumption or securitisation of the Company's or Group's rights and/or obligations under any loan that may be made to me, or any other transfer, assumption or disposal of such rights and/or obligations, the Company or Group may pass any information in its possession to any interested or potentially interested person, who shall also benefit from any consent granted to the Company or the Group hereunder;
 - legal and regulatory authorities and any other body having a legal right to or reasonably requests access to the information and anyone I appoint to administer or operate my account;
 - credit reference, fraud prevention and other third parties as identified above.
 - third parties who offer associated insurances. Relevant data will be passed to third parties (including Legal & General and other insurers) to enable them to offer insurance and other services directly to me.
- I agree that the information that the Company or Group holds/shares about me may be disclosed to any other party:
 - as detailed in this notice or associated application forms or documentation or at my request or with my consent;
 - to agents and others in connection with running accounts and services for me;
 - to investigate or prevent fraud; and
 - if the law permits it or it is in the public interest.

International Transfers

- I understand that the above activities may be undertaken in and transfers of information may be made to countries worldwide in which the Company or Group is established, including those without data protection laws or which may not afford me the same level of protection regarding my personal information as in the United Kingdom.

Monitoring

- The Company or Group may record and/or monitor telephone conversations or intercept electronic or other communications including email for the purposes of security, internal training, accurate account operation, internal customer monitoring and to improve the quality of services to me and otherwise for purposes identified above in this document.

DEED OF PRIORITY

Mortgage Account No: _____ **Date:** _____

The Existing Mortgagee: _____

The Company: PLATFORM FUNDING LIMITED.

The Borrower: _____

The Property: _____

Postcode: _____

The Existing Mortgagee has a mortgage over the Property contained in a mortgage dated _____
(the "Existing Mortgage").

The Company proposes to make an advance to the Borrower on the security of a mortgage
(the "New Mortgage") over the Property.

THIS DEED WITNESSES as follows:

1. The Existing Mortgagee agrees that the Existing Mortgage shall be postponed to the New Mortgage and that the New Mortgage shall rank in priority to the Existing Mortgage as a continuing security for payment to the Company of the Principal Sum of £ _____ plus interest, costs, and other charges referred to in the New Mortgage. The priority of the New Mortgage shall not be affected by any fluctuations in the amount from time to time owing or incurred to the Company.
2. The parties agree that nothing contained in this deed shall as between the Borrower and the Existing Mortgagee affect or prejudice any of the rights or remedies of the Existing Mortgagee under the Existing Mortgage, which shall remain in full force and effect subject only to the postponement of the Existing Mortgage effected by this deed.
3. This deed shall be governed and construed in accordance with the law of England and the parties to this deed irrevocably submit to the jurisdiction of the English Courts.
4. References to the Company include its successors, assignees and transferees (whether legal or equitable, by absolute assignment, by way of novation or by way of security).

Signed as a deed by the parties and delivered on the date stated above:

SIGNED AS A DEED BY _____ director,

and by _____ director/secretary,

for and on behalf of Platform Funding Limited

SIGNED AS A DEED BY _____ director,

and by _____ director/secretary,

for and on behalf of _____ (The Existing Mortgagee)

in the presence of:

Signature of Witness: _____

Name of Witness: _____

Address of Witness: _____

Occupation of Witness: _____

MORTGAGE CONDITIONS

(ENGLISH & WELSH EDITION) 2009 V.1

PLATFORM FUNDING LIMITED

**Platform Funding Limited,
Exchange Tower,
2 Harbour Exchange Square,
London E14 9FR**

Telephone: 020 7512 4006

Document Exchange: 135857 Isle of Dogs 2

These Conditions are legally binding on you and include restrictions and requirements concerning the use of the property to be mortgaged.

You should read and understand the Conditions and refer any queries to your independent legal advisors.

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DEFINITIONS

"Bank of England Base Rate"

means the repo rate decided by the Monetary Policy Committee of the Bank of England from time to time. If for any reason it is not possible to determine such rate the Bank of England Base Rate will be such rate we reasonably decide is a comparable rate at that time.

"Business Day"

means a day (other than a Saturday) on which banks in London generally are open for transacting business of the nature required for the purposes of the Mortgage.

"Costs"

means all costs, fees, charges and expenses which may be incurred in connection with the Mortgage as described in Condition 7.

"Interest Payment Day"

means the 1st or the 15th of each calendar month, as specified by you in your acceptance of the Mortgage Offer or as otherwise advised by us from time to time.

"Interest Rate"

means the rate of interest applicable to sums outstanding under the Mortgage and calculated in accordance with Condition 2A, 2B or 2C (as specified in the Mortgage Offer).

"Issue Date"

means the date on which we send the Loan Amount (less any amount retained by us) to your solicitors or to any other party specified (whether by cheque, banker's draft, credit transfer or in any other way).

"Libor"

means the three month London Interbank Offered Rate for deposits in sterling quoted by or designated for the British Bankers Association as at 11.00am on the relevant Recalculation Date, rounded up (if relevant) to the nearest 1/8th %. If for any reason it is not possible to determine such rate Libor will be such rate which we reasonably decide is a comparable rate at that time.

"Loan Amount"

means the amount of the loan which we propose to make to you, as specified in the Mortgage Offer, or as the context requires the amount of such loan outstanding from time to time.

"Monthly Payment"

means the Monthly Payment specified by us in the Mortgage Offer as varied from time to time.

"Mortgage"

means the deed which charges the Property, entered into by you as security for the repayment of the Secured Amounts, and which incorporates and includes these Conditions.

"Mortgage Offer"

means the written notice or notices described as the Mortgage Offer provided to you before the date of the Mortgage stating that we are prepared in principle to make a loan to you and to provide other facilities mentioned in the Mortgage Offer (including any written variation of that notice or notices and any subsequent offer of further advance where the repayment of such further advance is or is intended to be secured by the Mortgage) and shall include (for the avoidance of doubt) all general and special conditions (if any) applicable to the Mortgage Offer.

"Property"

shall include all property charged or intended to be charged by you to us and all additions and other things on, and intended to form part of, the Property.

"Recalculation Date"

means the dates on which the Interest Rate will be re-set in accordance with the Mortgage Offer or such dates as you have otherwise been advised by us.

"Secured Amounts"

means:

- (a) the Loan Amount and any further advance or advances made by us to you, or the balance in each case owed by you to us from time to time;
- (b) interest payable on the amounts referred to in paragraph (a);
- (c) any other amounts which are or which may become, or are expressed to be, payable by you to us under the provisions of the Mortgage or any security which is additional to the Mortgage or under any other document creating any Security Interest in favour of us in relation to your obligations to us; and
- (d) all other money for the time being due by you to us whether of principal, interest or otherwise and whether incurred by you as principal and including money due to us pursuant to the Mortgage Offer. The Secured Amounts do not include any monies or liabilities regulated by the Consumer Credit Act 1974 (as amended by the Consumer Credit Act 2006), unless you agree otherwise with us.

"Security Interest"

means any mortgage, charge, right of set-off, lien or other security interest (including any arising or imposed as a matter of law or under legislation).

"Standard Variable Rate"

means our standard variable rate of interest which can be changed by us at anytime under Condition 2.

"Tariff of Charges"

means our schedule of fees and charges as amended, substituted or replaced from time to time.

"We" and "Us"

means Platform Funding Limited and its successors, assignees and transferees (whether legal or equitable or whether by absolute assignment or by way of novation or by way of security only).

"You"

means the person(s) named as the borrower in the Mortgage and each such person's personal representatives, successors, assignees and transferees.

INTERPRETATION

In the Mortgage:

- (a) Reference to any Act of Parliament or other legislation is a reference to that Act or legislation as from time to time amended or re-enacted;
- (b) Reference to a document is to that document as amended, substituted or replaced from time to time;
- (c) The singular includes the plural and vice versa; and
- (d) If there is more than one of you, then:
 - (i) these Conditions apply to all of you together and to each of you on your own. This means that each of you is fully responsible for complying with all of these Conditions; and
 - (ii) references to "you" in these Conditions are to either or any or all of you, as the context requires.

1. AGREEMENT TO PAY

1.1 You agree as follows:

- (a) You shall pay to us the Monthly Payment on each Interest Payment Day until the Secured Amounts have been repaid in full;
- (b) Each Monthly Payment must be made by you to us by direct debit from a current account maintained by you at a bank or building society. We may consider accepting another form of payment from you, although an additional administration fee may be charged in those circumstances. If any direct debit payment is refused or recalled by your bank or building society, then we shall charge you an administration fee for each unsuccessful application for payment. The amount of such administration fee shall be determined in accordance with the then current Tariff of Charges and shall be payable by you on demand;
- (c) If any Monthly Payment or any other sum due under the Mortgage is not paid on the due date, it shall bear interest at the Interest Rate in respect of the period commencing on the date it became due and payable and ending on the date on which it is actually paid. In addition, an administration fee may be payable if a Monthly Payment is overdue as specified in the then current Tariff of Charges. If you do not pay any Monthly Payment when it is due, the next Monthly Payment received by us will be applied to pay the oldest unpaid Monthly Payment due to us.

1.2 You also agree:

- (a) To pay to us the Secured Amounts and in particular to pay to us (together where applicable with interest on each and every such sum) each and every sum to be paid pursuant to these Conditions and each and every sum to be paid pursuant to the Mortgage Offer (in accordance with the terms and at the times and in the manner specified in the Mortgage Offer);
- (b) That if on a sale or other realisation by us of our security over the Property, the net proceeds are insufficient to pay the Secured Amounts due to us, you will promptly pay the amount of that shortfall with interest at the Interest Rate (both after and before any court judgement) until all of the Secured Amounts are paid in full;
- (c) The whole of the Secured Amounts shall be immediately due and payable in full, without demand, if any of the events or circumstances set out in Condition 8 occurs;

- (d) We may at any time or times in our absolute discretion (but shall not be obliged to):
- (i) accept payments other than those payable under these Conditions or the Mortgage Offer;
 - (ii) return any payments or give further time for the payment of any of the Secured Amounts; and
 - (iii) generally make any other arrangements as to the manner or time for payment of any money (whether principal, interest or otherwise),
and none of these things shall in any way:
 - (iv) prejudice or affect our power to sell the Property or any of our other powers; or
 - (v) make us liable for the exercise of any such power in any case where we would not have been liable if the payment or arrangement had not been made; or
 - (vi) release, or in any way affect, or lessen, your liability.
- 1.3 You shall pay interest to us on the Loan Amount (less any amount specified by us in the Mortgage Offer as a retention) **from and including the Issue Date** to the date of payment in full of the Loan Amount. Interest shall be payable on any amount of the Loan Amount specified in the Mortgage Offer as a retention from the date on which it is sent by us to you or your solicitors or any other party specified by you. Interest shall accrue at the interest rate on a daily basis and shall be paid on all Secured Amounts which are not paid on the due date.
- 1.4 You shall pay to us Costs in the amount set out in the Tariff of Charges which may be varied in accordance with the circumstances as described in Condition 7.
- 1.5 You shall make each payment due under the Mortgage, promptly and in full. If you fail to pay an amount that you are obliged to pay you may incur interest on any such amounts as set out in Condition 1.1 (c). All payment queries should be referred to our mortgage administration department as soon as practicable.
- 1.6 We reserve the right not to accept any payments from you due under the Mortgage if we reasonably believe that there may be a fraudulent activity or other financial crime affecting the Mortgage.

2. THE INTEREST RATE

- 2.1 The Mortgage Offer specifies the Interest Rate applicable to the Mortgage at the date of the Mortgage Offer.
- 2.2 A change in the Interest Rate will result in a change in the Monthly Payment. We shall notify you in writing of changes in the Interest Rate and in the Monthly Payments.
- 2A Changes to the Standard Variable Rate
- 2A.1 If the Interest Rate is our Standard Variable Rate we may vary it at anytime (including before any Loan Amount is released), for the following reasons:
- (a) to reflect a change which has occurred, or which we reasonably expect to occur, in the Bank of England Base Rate or interest rates generally;
 - (b) to reflect a change which has occurred, or which we reasonably expect to occur, in the cost of the funds we use in our mortgage lending business;
 - (c) to reflect a change which has occurred, or which we reasonably expect to occur, in the interest rates charged by other mortgage lenders which we regard as being comparable to us;
 - (d) to reflect a change in the law or a decision by a court; or
 - (e) to reflect a decision or recommendation by an Ombudsman, regulator or similar body.
- 2B Changes to the Libor linked rate
- 2B.1 If the Interest Rate is linked to Libor, the Interest Rate will be the higher of:
- (a) the Libor rate and the rate specified in the Mortgage Offer as the margin (the Margin); and
 - (b) the rate specified in the Mortgage Offer as the floor (the Floor)
- 2B.2 You should be aware that as a result of the calculation in Condition 2B.1, the Interest Rate, even though expressed to be

linked to the Libor rate, is subject to the Floor. If and for so long as the total of the actual Libor rate and the Margin is less than or falls to less than the Floor, then the Interest Rate will be equal to the Floor.

2B.3 The Interest Rate will be re-calculated on each Recalculation Date

2C Changes to base rate linked rate

2C.1 If the Interest Rate is linked to the Bank of England Base Rate, the Interest Rate will be the higher of:

- (a) the Bank of England Base Rate and the rate specified in the Mortgage Offer as the margin (the Margin); and
- (b) the rate specified in the Mortgage Offer as the floor (the Floor)

2C.2 You should be aware that as a result of the calculation in Condition 2C.1, the Interest Rate, even though expressed to be linked to the Bank of England Base Rate, is subject to the Floor. If and for so long as the total of the actual Bank of England Base Rate and the Margin is less than or falls to less than the Floor, then the Interest Rate will be equal to the Floor.

2C.3 The Interest Rate will be re-calculated on each Recalculation Date

3. MONTHLY PAYMENTS

3.1 The Loan Amount, interest and other sums payable to us by you are to be paid by Monthly Payments. A Monthly Payment shall be paid on each Interest Payment Day and shall provide for:

- (a) payment of interest due on that Interest Payment Day; and
- (b) payment of other sums due to us.

3.2 The amount of the Monthly Payments will be adjusted on each Recalculation Date to take account of any re-calculation of the Interest Rate and, in addition, may be increased or reduced at any time during the term of the Mortgage so as to take into account any additional amount which we may require to be paid to us in respect of a further advance made to you by us subject to these Conditions or so as to take into account any other adjustment to the Secured Amounts as is reasonably contemplated under these Mortgage Conditions or if any charges or fees are payable.

3.3 If we are satisfied at any time that you are entitled to tax relief on interest payments, we may notify you in writing of the net amount payable, taking into account the tax relief due. This amount may change from time to time if, among other things, the rate of tax relief changes.

3.4 The Monthly Payment may be varied by us at any time so as to bring it to the nearest complete sum of £1.00 above the amount at which it stands or would stand if calculated precisely.

3.5 For the avoidance of doubt and without prejudice to any of our other rights or remedies we may, at our option, but with prior reasonable notice to you, increase the Monthly Payment to provide for increased repayment of capital throughout the term of the Mortgage if we reasonably consider that there may be no or insufficient funds for the repayment of the Secured Amounts at the end of the term of the Mortgage.

3.6 We will give you written notice of any change in the Monthly Payment or if any charges or fees are payable. If you are paying by direct debit, notice of a change in the amount which we may collect under the direct debit mandate will be deemed to be a written notice for the purpose of this condition.

3.7 When you redeem and repay all of the Secured Amounts, your last Monthly Payment made before redemption may not be a cleared payment and it will not be included in the calculation of the amount of the Secured Amounts outstanding as at redemption. However, an amount equal to that Monthly Repayment will be returned to you 10 days after your redemption of the Mortgage if we are satisfied that such Monthly Repayment has been cleared and received by us.

4. EARLY REPAYMENT

4.1 Secured Amounts may be repaid in whole or in part on any Business Day either by you, at your discretion, or by us when we exercise our Power of Sale under Condition 8. Such Secured Amounts may be repaid provided that you pay to us any applicable charge or fee set out in either the Mortgage Offer or our then current Tariff of Charges.

4.2 Subject to Condition 4.3, you may make early repayment of part of the Secured Amounts and if the part repayment is of £1,000 or more we will recalculate your Monthly Payment.

- 4.3 If:
- (a) the amount you pay to us on any Interest Payment Day exceeds the amount of your Monthly Payment by less than £1,000; or
 - (b) you make early repayment of only part of the Secured Amounts of less than £1,000.
We will not re-calculate your Monthly Payment until the next Recalculation Date.
- 4.4 We shall apply all repayments made under this Condition 4, to reduce the Loan Amount on the Business Day that we receive the monies, or if payment is made by cheque, after we have received confirmation of cleared funds. A deduction will be made for any fee or charge payable by you as set out in the Mortgage Offer or our then current Tariff of Charges.

5. YOUR OBLIGATIONS

- 5.1 You agree that you will **not** do any of the following:
- (a) Create or allow to exist any mortgage or any other Security Interest upon the Property **without our prior written consent;**
 - (b) Cause or allow any person (other than you) to be registered under the Land Registration Acts 1925-86 as proprietor of the Property;
 - (c) Allow anyone else to acquire any rights over the Property, grant any lease or tenancy of the Property, give any person any contractual or other licence or right to occupy the Property, accept the surrender of any lease or share the Property with anyone else;
 - (d) Do or fail to do on the Property anything which would contravene any legislation in force relating to town and country planning or environmental laws;
 - (e) Use the Property except as a single private dwelling house and as your private residence **without our prior written consent** unless we have already given permission for an alternative use for the Property in the Mortgage Offer;
 - (f) Apply for or obtain an improvement grant or other similar grant, make any structural alterations or additions to the Property or demolish or remove anything which is intended to form part of the Property, except to replace it with something similar of the same or greater value, **without our prior written consent;**
 - (g) Do, or fail to do, or allow anything to be done, or not to be done, which may result in the Property becoming subject to any statutory or other legal right which may bind us;
 - (h) **Negotiate, waive or settle** any claim for compensation (whether payable under any enactment or otherwise) in respect of the **compulsory acquisition**, loss of, damage to, or reduction in value of the Property;
 - (i) **Close the current account** maintained by you from which Monthly Payments are made or alter the direct debit mandate to the bank or building society at which such account is maintained or make any other alterations to the method of payment agreed with us **without our prior written consent;**
 - (j) Do or fail to do anything which might result in the Property being damaged or reduced in value or allow anything which might damage the Property or reduce its value.
- 5.2 You further agree that you will do all of the following:
- (a) **Promptly notify us in writing** if and whenever the **Property shall be left vacant** for a period exceeding 28 days;
 - (b) **Promptly notify us in writing** of any notice or information received by you concerning any proposal for the **compulsory acquisition** of the Property or any part of it, or any other matter which might adversely affect the value of the Property including, without limitation, any planning application and (at your cost) to take any action regarding the same as we may reasonably require;
 - (c) **Keep the Property in good and substantial repair and condition** and good decorative order and keep the gardens (if any) in good order and properly cultivated;
 - (d) **Perform and observe all covenants, stipulations, regulations and agreements** affecting the Property, including any obligations under any lease, licence or other document under which the Property is held or used;
 - (e) **Comply with all statutory and other requirements** of all competent authorities which affect or relate to the Property;
 - (f) Punctually **pay all taxes, rates, rents and outgoings assessed or payable on the Property** or by the owner or occupier of the Property and to discharge all liabilities which rank or may come to rank in priority to the charge contained in the Mortgage;

- (g) **Allow us** (and any persons authorised by us) to have **access to the Property** at all reasonable times and after reasonable notice to carry out any survey or inspection which we may reasonably decide to be necessary and to do any work which you have failed to do in accordance with your obligations under these Conditions;
- (h) Where we have retained any of the Loan Amount **until you complete specified works** to the Property, carry out and complete those works within six months of the Issue Date to the reasonable satisfaction of our surveyor and to pay his reasonable re-inspection fee (if any); and
- (i) (If the Property is held under a lease) charge to us by way of legal mortgage (in such form as we shall reasonably require) any superior lease or the freehold interest or any extension or renewal of the leasehold term in the Property which you may acquire after the date of this Mortgage.
- (j) Where there is more than one borrower, promptly notify us in writing if anyone of you dies.

If you fail to observe or punctually to perform any of your obligations under the Mortgage, we shall have power on your behalf or otherwise to perform any or all of those obligations and to take any steps which we may reasonably think necessary to remedy the failure. However, the exercise of that power or the failure to exercise it shall in no circumstances prejudice our rights under the terms of the Mortgage and our waiver of any breach of these Conditions or of the Mortgage shall not prevent the subsequent enforcement of any of them and shall not be deemed a waiver of any subsequent breach.

6. INSURANCE

- 6.1 You further agree (but subject to Condition 6.5 below) **to keep the Property insured to its full rebuilding cost** (which shall be not less than the amount determined by us) under a policy which shall:
- (a) include provision for adjustment of the sum insured at least annually and in accordance with the published alterations in the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or such other index as we shall reasonably approve;
 - (b) include provision for architects' and surveyors' fees and costs of demolition and debris removal;
 - (c) provide insurance with insurers approved by us, our approval not to be unreasonably withheld;
 - (d) provide cover **against loss or damage by fire, storm or flood, burst pipes, lightning, explosion, riot, civil commotion, malicious damage, impact by aircraft other aerial devices or articles dropped from aircraft, or by any road vehicle, train, animal or falling tree, earthquake, subsidence, heave and landslip and such additional or other risks as we may from time to time reasonably specify;** and
 - (e) in every case with our interest noted on the relevant policy.
- 6.2 **You shall promptly pay all premiums and other sums payable** in respect of all insurances required under these Conditions and shall deliver to us all or any of the policies. On demand, you shall produce the receipts for the last premiums payable or shall provide other evidence satisfactory to us as to the terms of insurance and the payment of premiums.
- 6.3 **You shall not do, permit to be done or fail to do anything on the Property which may prejudicially affect the insurance of the Property** or which may increase the premium payable in relation to such insurance.
- 6.4 **You shall hold any monies received** by you in respect of any insurance of the Property (whether maintained under these Conditions or not) on trust to apply those monies:
- (i) in replacing or repairing the Property in respect of which the monies were received; or
 - (ii) if any of the Secured Amounts have become due, in or towards discharging those Secured Amounts.
- 6.5 To the extent that another party to a lease under which the Property is held has agreed with you:
- (a) to insure the Property which is the subject of such lease against all or any of the risks mentioned in Condition 6.1, for the full rebuilding cost of the Property; and
 - (b) to apply the insurance monies in or towards making good the loss or damage in respect of which such monies are received;
- and provided that:
- (c) a note of the interests of you and us as mortgagee has been endorsed on the relevant policy; and
 - (d) you produce to us when so requested the policy of such insurance, or a certified copy, or full and sufficient

details of the policy and from time to time evidence of the payment of the current premium payable, we will accept such policy as satisfying, or (as the case may be) partially satisfying, your obligations as to insurance contained in Condition 6.1.

7. FEES AND EXPENSES

- 7.1 You further agree **on demand to pay all Costs** by, or charged to, us in connection with the Mortgage including, but not limited to, all reasonable costs, fees, charges and expenses (including legal fees, administration costs, additional funding costs and any tax on these) paid or incurred by, or charged to, us in connection with the Mortgage including (but not limited to) the examples given in Condition 7.2
- 7.2
- (a) Where a Cost arise because you ask us to provide a document or service in connection with the Mortgage, whether to you or anyone else, the amount of the Cost we charge you will be as set out from time to time in our Tariff of Charges. Examples of activities we may charge for under this paragraph include (but are not limited to):
- supplying or copying deeds or documents to you or anyone acting for you;
 - discharging the Mortgage;
 - releasing the Property or the Related Rights (as defined in Condition 15.1) from our security;
 - releasing any title deeds;
 - processing your application for any further advance and for any change in the terms of the Mortgage offer;
 - giving you any assistance or information in connection with the Property, the Mortgage Offer or the Mortgage.
- (b) Where we incur a Cost to safeguard our security or because you fail to fulfil an obligation you have under the Mortgage Offer or the Mortgage you must pay us all reasonable Costs which we reasonably incur to protect our position or as a result of your failure. Where we are able to make a genuine pre-estimate of the expenses we are likely to incur, the amount of the Cost we will charge will be set out from time to time in our Tariff of Charges and will be limited to this amount but otherwise will be unlimited in amount. Examples of activities for which we may make a charge under this paragraph include (but are not limited to):
- any legal proceedings relating to the Mortgage (this applies whether or not you are a party to the proceedings);
 - exercising any of the rights or powers given to us by statute or the Conditions;
 - recovering any of the Secured Amounts;
 - protecting or preserving our security;
 - checking that any insurance of the Property that you have arranged is adequate for our purposes;
 - insuring the Property where you have asked us to do so or failed to do so in breach of your obligation under the Mortgage.
- 7.3 The amounts payable under Condition 7.2 shall carry interest at the Interest Rate from the date on which they are paid, incurred or charged by or to us until the date of payment by you.
- 7.4 We can at any time vary or add to the Costs set out in our Tariff of Charges if it is to your advantage (for example if we reduce or abolish any Cost) or for any one or more of the following reasons (which may relate to circumstances existing at the time or those which we reasonably expect to apply in the near future):
- (a) to take account, in a proportionate manner, of reasonable changes to our costs in providing the service for which the Cost is made;
- (b) to take account, in a proportionate manner, of any changes in relevant laws, codes of practice or regulations or to take account of any decision, requirement or recommendation by a court, ombudsman or regulator;
- (c) to take account of, in a proportionate manner, inflation;
- (d) to take account of, in a proportionate manner, the additional cost of any changes to or improvements we make to the services or facilities we already provide to our mortgage customers, including technological change;
- (e) to take account of, in a proportionate manner, changes we may reasonably make in the activities we carry out or to carry out new activities;
- (f) where we reasonably consider a change to be fairer to our customers or to correct error;
- (g) to maintain the financial strength of our business in the interests of all our customers;
- (h) by agreement with you;

- (i) in the event of us being taken over by, or merging with, another mortgage provider, to enable us to bring the Costs charged by both parties in line with each other in a reasonable manner.

7.5 We have sent you a copy of our Tariff of Charges with the Mortgage Offer. You can find out about our current Tariff of Charges at any time by contacting us, for example, by telephone or looking on our website.

8. OUR RIGHTS AND REMEDIES - OUR RIGHT TO SELL THE PROPERTY

Section 103 of the Law of Property Act 1925 (which relates to our right to sell the Property) shall not apply to the Mortgage and our right to sell the Property (whether statute, as varied and extended in accordance with these Conditions) shall be exercisable immediately in any of the following cases:

- (a) if you do not pay in full any Monthly Payment or any other payment due under the Mortgage;
- (b) if there is a breach of any other Condition or agreement on your part and you shall have failed to remedy that breach within seven days (or such longer period as we may allow) after notice by or on behalf of us requiring such breach to be remedied;
- (c) if a bankruptcy order is made against you (or any of you);
- (d) if you (or any of you) make a voluntary arrangement with or for the benefit of your (or any of your) creditors;
- (e) if anyone tries to seize your (or any of your) assets under a court order;
- (f) if a landlord tries to seize assets because you (or any of you) have not paid rent due in respect of the Property;
- (g) if the Property shall be compulsorily purchased
- (h) if we become aware of any material misrepresentation in, or any material omission from, any information supplied to us in connection with the Mortgage;
- (i) if you do not pay in full on the applicable due date any other amounts which may become payable by you to us from time to time;
- (j) if there is a breach on your part of any other agreement, entered into between you and us, and you shall have failed to remedy that breach within seven days (or such longer period as we allow) after notice by or on behalf of us requiring such breach to be remedied;
- (k) upon the death of the borrower (or where there is more than one borrower upon the death of the last survivor of them).

9. OUR RIGHTS AND REMEDIES - OUR ADDITIONAL POWERS

Our power to sell the Property and the incidental powers conferred by Section 101 of the Law of Property Act 1925 are extended and varied so that we, at our absolute discretion, are authorised by you:

- (a) to sell the Property under an agreement where the purchaser would pay all or part of the purchase price at a later date or dates following completion (an agreement for deferred consideration), whether or not the agreement is secured by a Security Interest or a guarantee;
- (b) to grant any option to purchase the Property and to effect exchanges in relation to it;
- (c) to repair, replace and develop the Property with a view to selling the Property or offering it for sale and to apply for any appropriate permission, licence or approval in connection with any such repair, replacement or development; and
- (d) to insure the Property against whatever risks (in addition to loss or damage by fire) and for whatever amounts as we may reasonably consider prudent.

10. OUR RIGHTS AND REMEDIES - POWERS OF LEASING

The powers of leasing and accepting surrenders of leases conferred by Sections 99(2) and 100(2) of the Law of Property Act 1925 are extended and varied to authorise us at any time after our right to sell the Property has become exercisable:

- (a) for such consideration or in relation to Condition 10(b) without consideration;

- (b) on such terms as we may reasonably consider appropriate;
- (c) whether or not we are in possession of the Property; and
- (d) whether or not a receiver of the income of the Property has been appointed by us and is acting,

to do all or any of the following:

- (i) **to grant any lease of the Property** subject to and with the benefit of such obligations, conditions and provisions and generally upon whatever terms we may reasonably think appropriate; and
- (ii) **to accept or agree to accept any surrender of a lease** of the Property.

11. RIGHTS AND REMEDIES - YOUR GOODS

- 11.1 If we take possession of the Property and you have not removed any remaining furniture or goods within fourteen days, then we shall have full authority at your expense and risk to remove, store, sell and/or dispose of such furniture or goods in such manner and on such terms as we shall reasonably think fit.
- 11.2 Nothing contained in the Mortgage shall give us any charge or rights in respect of any furniture or goods as mentioned in Condition 11.1 or to the proceeds of sale from them so as to make the Mortgage a bill of sale (a document which relates to a transfer of goods in cases where possession is not intended to be given).
- 11.3 We shall have no liability whatever for any loss or damage caused by or following the exercise or purported exercise of the authorities specified in this Condition 11, provided that we were acting in good faith at the relevant time.
- 11.4 The obligation to reimburse us contained in Condition 17 and given by you shall (without prejudice to the general application of that Condition) extend any liabilities incurred by us in good faith regarding the sale, purported sale, attempted sale or disposal of any such furniture or goods in which any other person has an interest or ownership.

12. OUR RIGHTS AND REMEDIES - APPOINTMENT OF RECEIVER

At any time after our right to sell the Property has become exercisable, we may appoint a receiver in respect of the Property. In relation to any receiver appointed by us pursuant to Section 109 of the Law of Property Act 1925 or otherwise the following provisions shall apply:

- (a) the receiver shall have the same powers as those conferred on us under these Conditions in addition to his statutory powers;
- (b) the receiver shall have power in respect of any work incidental to his receivership to employ and pay agents appointed by him;
- (c) Section 109 shall apply as if sub-Section (8) (iv) of the Section reads "in payment of the monies (whether for interest or otherwise) in arrears or accruing due under the mortgage"; and
- (d) the receiver may be our employee or officer or any other person at our discretion, but shall be your agent, not our agent.

13. TRANSFER OR ASSIGNMENT OF THE MORTGAGE

- 13.1 We may transfer, assign or charge the benefit of the Mortgage and/or the Mortgage Offer and/or any Security Interest supplemental or ancillary to the Mortgage and/or any other relevant documents to any person at any time at our absolute discretion.
- 13.2 In addition, we may at any time, without your consent and without notice to you, assign all or any of our rights and benefits and/or transfer all or any of our rights and obligations under the Mortgage together with any Security Interest supplemental or ancillary to the Mortgage to any person. Your own rights and obligations under the Mortgage will remain unaffected.
- 13.3 We may, without your consent and without notice to you, provide a potential transferee or assignee or any person on their behalf with information in relation to you, the Mortgage and such other matters as we consider appropriate.
- 13.4 You agree that you will be bound to any transferee, assignee or chargee in the manner and on the terms that you are bound to us under the Mortgage.

14. PROTECTION OF THIRD PARTIES

A purchaser from us or any other person dealing with us or with a receiver can safely assume that we and they are acting within their powers. The rights of a purchaser in relation to the Property shall not be capable of challenge by reference to the exercise of such powers.

15. RELATED RIGHTS

15.1 In this Condition 15 "Related Rights" means:

15.1.1 any option to purchase the freehold or superior leasehold or a new lease of the Property;

15.1.2 any right to receive money which becomes payable in respect of the Property or following any damage to or depreciation of the Property including money payable for mining subsidence or compulsory purchase;

15.1.3 any share or membership rights in a residents' association or management company relating to the Property;

15.1.4 all sums payable under any defective title or restrictive covenant indemnity insurance policy;

15.1.5 any guarantees, warranties or insurances relating to the Property including guarantees for work done to the Property; and

15.1.6 any other benefit or right of any kind relating to the Property or its construction or title.

15.2 As further security for the monies and liabilities secured by the Mortgage you assign the Related Rights to us and agree that we have the full power to get in, exercise and deal with all the Related Rights as if we were absolutely and beneficially entitled to them.

15.3 Any proceeds of the Related Rights, after deducting any costs, charges and expenses incurred by us, will be applied in reducing the Secured Amounts, and any surplus shall be paid to you.

16. OUR PROTECTION

16.1 We shall not be liable in respect of any loss or damage (however caused) which arises out of the exercise, or the attempted or purported exercise, of any of our powers, or our failure to exercise any of our powers, provided we have acted in good faith.

16.2 Without affecting the general application of Condition 16.1, neither we nor any receiver shall be liable to account as mortgagee in possession if we enter into possession of the Property. If and whenever we enter into possession of the Property, we shall be entitled at any time to go out of possession.

17. AGREEMENT TO REIMBURSE US

17.1 You agree as a separate and independent agreement on demand to reimburse us against all costs, claims, proceedings and liabilities reasonably incurred by us which:

(a) we may reasonably incur, or which may be made against us, whether before or after our power to sell the Property has become exercisable in connection with the Mortgage;

(b) arise as a consequence of anything done or purported to be done under these Conditions;

(c) result from you failing to do anything under these Conditions; or

(d) result from any payment or discharge in respect of the Secured Amounts (whether made by you or a third person) being challenged or declared void for any reason whatsoever.

17.2 The amounts payable under Condition 17.1 shall carry interest at the Interest Rate from the respective dates on which they were paid or incurred by us until payment in full by you.

18. FURTHER ASSURANCES AND POWER OF ATTORNEY

18.1 You agree with us, notwithstanding that our power to sell the Property may not have become exercisable, **to promptly execute any document** or do any act or thing which we may reasonably specify for:

- (a) perfecting or improving any security created, or intended to be created, by the Mortgage;
- (b) facilitating the exercise or the proposed exercise of any of our powers, or the protection, management or realisation of the Property; or
- (c) for the purpose mentioned in Condition 18.2.

18.2 For the purpose of securing our interest in the Property, you irrevocably and by way of security **appoint us to be your attorney:**

- (a) with full power to appoint substitutes and to sub-delegate on your behalf and in your name; and
- (b) to execute any document or do any act or thing which you are obliged to execute or do:
 - (i) under the Mortgage;
 - (ii) under any Security Interest supplemental or ancillary to the Mortgage; or
 - (iii) which we (or our substitute or delegate) may reasonably consider appropriate in connection with the exercise of any of our powers.

18.3 Any person appointed as our substitute or delegate shall, in exercising that power of attorney, be your agent and you shall be the only person responsible for the acts and defaults of that substituted person or delegate. We shall not be responsible for any misconduct, negligence or default of that substituted person or delegate.

19. MISCELLANEOUS

19.1 The security constituted by the Mortgage:

- (a) shall be a continuing security to us notwithstanding any intermediate settlement of account or other matter; and
- (b) is in addition to and shall not affect any other Security Interest, document or right which we may now or may at any time hold or have (apart from the Mortgage) as regards you or any other person in respect of the Secured Amounts.

19.2 We need not try to enforce any other security, guarantee or right before seeking or obtaining payment under the Mortgage.

19.3 Section 93 of the Law of Property Act 1925 (which restricts consolidation of mortgages) shall not apply in relation to the Mortgage.

19.4 The rights, remedies and powers conferred on us under the Mortgage are cumulative and without prejudice to our powers under the general law. They may be exercised as often as we think appropriate. A waiver is valid only if it is given by us in writing.

19.5 Even if we delay in exercising, or do not exercise, any of our rights or remedies under these Conditions, we may still exercise any of our rights or remedies later.

19.6 The terms of the Mortgage Offer and any other documents and letters between you and us are incorporated in these Conditions to the extent required for any agreement for the disposition of the Property to be valid for the purposes of, and in accordance with, Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

19.7 If these Conditions are inconsistent with the Mortgage Offer in respect of any matter, then those provisions of the Mortgage Offer will apply.

20. GENERAL VARIATION OF CONDITIONS

Subject to Conditions 2 (The Interest Rate) and 7.4 (Fees And Expenses) we may change the terms and conditions which apply to your Mortgage for one of the following reasons in order to reasonably reflect the fact that any of the following have occurred or are about to occur, provided that we do not do so for any arbitrary or improper purpose.

- a) To make them easier to understand and fairer to you;
- b) To reflect a material change in market conditions
- c) To take account of the decision of a court, ombudsman, regulator or similar person;
- d) To allow us to take advantage for your benefit of changes in technology or

e) For any other reason as agreed with you.

We will give you 30 days written notice of any such change and the amendment shall take effect from the date specified in such notice.

21. NOTICES AND COMMUNICATIONS

21.1 Any notice or communication to you shall be treated as having been properly served upon you if **delivered by hand or if sent by pre-paid first-class post to the Property** (or other address notified to us by you). Where there is more than one of you, it shall be sufficient if the notice is served on, or addressed to, any one of you.

21.2 A notice or demand under Condition 21.1 will be treated as having been effectively served on you:

(a) if delivered by hand, at the time of delivery or at the time of being left at the address referred to in Condition 21.1; or

(b) if sent by first-class pre-paid letter to an address in the United Kingdom, at the earlier of the time of delivery and 10.00am on the day after posting; or

(c) in any other case, 72 hours from the time of despatch.

21.3 If you (or one of you) dies and until we receive notice in writing of the grant of probate of your will or letters of administration, any notice or demand by us given or made by any of the methods mentioned in this Condition shall be treated as having been properly given or made by us to or on you and to or on your personal representatives as if you were still living.

22. MANAGEMENT COMPANY

If the Property is held by you under a lease which requires the lessee to be a member of a management company, you shall deposit with us your share certificate or other certificate of membership of the management company. You irrevocably and by way of security appoint us as your attorney and in your name to execute a transfer of such share or membership to any person to whom we may convey, transfer or assign the Property under our powers under these Conditions.

23. REPAYMENT BY US

If:

(a) we receive payment of any of the Secured Amounts from you or any other person; and

(b) we are later ordered under any insolvency law to restore the position to what it would have been if we had not received that payment, you will be liable as if we had never received that payment.

24. PARTIAL INVALIDITY

Each of these Conditions may be separated from each other Condition. If at any time any Condition becomes illegal, invalid or unenforceable, this will not affect any of the other Conditions.

25. LAW

The applicable law of these Conditions is English law.

26. INDEPENDENT LEGAL ADVICE

If you have any queries about any of these conditions you should seek independent legal advice.

Platform Funding Limited

Incorporated in England and Wales under Company No 3456337

Registered Office: Exchange Tower, 2 Harbour Exchange Square, London E14 9FR

MORTGAGE DEED

Mortgage Account Number:	Date:
We/us (the Lender):	Platform Funding Limited
Mortgage Conditions:	Platform Funding Limited Mortgage Conditions 2009 V.1
You (the Borrower): (full names and addresses)	
Property:	
Title No(s):	

1. This Mortgage incorporates:
 - (i) the Mortgage Conditions; and
 - (ii) the terms and conditions stated in the Mortgage Offer,
 and you acknowledge that you have received copies of each of these documents.
 Definitions in the Mortgage Conditions shall have the same meanings in this Mortgage.
2. You acknowledge that you have received the Loan Amount.
3. You agree with us to observe and perform the obligations and conditions contained in the Mortgage Offer and the Mortgage Conditions.
4. You with full title guarantee charge the Property by way of legal mortgage with the payment of all monies payable to us by you under the Mortgage Conditions.
5. This mortgage is made for securing further advances, but we are under an obligation to make further advances only where provided in the special conditions to the Mortgage Offer, not otherwise.
6. You apply to the Chief Land Registrar for the registration against the registered title (if any) specified in this Mortgage of a restriction 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 Platform Funding Limited referred to in the Charges Register.
7. References to us include our successors, assignees and transferees (whether legal or equitable, by absolute assignment, by way of novation or by way of security).
8. Should you wish to pay the Secured Amounts early, we have the right to make an early repayment charge. The charges that will apply are set out in the Mortgage Offer and the terms that will apply in relation to early repayment are set out in Condition 4 of the Mortgage Conditions.

Signed (as a deed) in the presence of the witness(es) named below and delivered on the date stated above by:

BORROWER	WITNESS
Signature of each of you	Each of your signatures must be separately witnessed but the witness can be the same person
	Signature:
	Full name:
	Address:
	Signature:
	Full name:
	Address:
	Signature:
	Full name:
	Address:
	Signature:
	Full name:
	Address:

DEED OF CONSENT

Mortgage Account Number:	Date:
You (the Occupier): (insert full name)	
We/us (the Lender):	Platform Funding Limited
The Borrower(s): (insert full name(s))	
The Property:	
Postcode:	

We propose to make a loan (the "Loan") to the Borrower on the security of a mortgage (the "Mortgage") over ("the Property") and may make further Advances upon the security of the mortgage.

You will be occupying the Property and you **have agreed to postpone any rights or interests in the Property** which you may have or which you may acquire **to our rights and interests under the Mortgage**. You confirm that **you do not have a tenancy of the property**.

1. You, in consideration of the Advance, **consent** to us making the loan and any Further Advances and to the creation and (if appropriate) the registration of the Mortgage and the agreements by you contained in this Deed;
2. You **agree** with us that **any rights or interests you may have or which you may acquire** after the date of this Deed (INCLUDING OVERRIDING INTERESTS OR OTHERWISE) in, over or to occupy the Property (WHETHER ARISING FROM AGREEMENT, STATUTE, COMMON LAW OR OTHERWISE) shall be **postponed, released and made subject to our rights and interests under the Mortgage**;
3. You **agree** that you will immediately vacate the Property and give up possession of the Property to us if we exercise our rights under the Mortgage;
4. You **agree** that we shall be entitled to exercise any remedies under the Mortgage, or under the general law, without reference to you and in all respects in priority to, and so as to override, any rights or interests which you may have in the Property or your right of occupation or right to share in the proceeds of sale of the Property;
5. You **agree** that none of the matters referred to above shall be affected in any way by any time or arrangement with the Borrower or by anything else whatever; and
6. You **agree** that we may from time to time assign, transfer, charge or otherwise dispose of our interest in the Mortgage without obtaining any further consent from you or from the Borrower or giving notice to you or to the Borrower and you acknowledge that the provisions of this deed shall be for the benefit of our successors, assignees and transferees or anyone deriving title through us.

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS DOCUMENT

By signing this deed, you postpone any interest which you may have in the Property to the security for the Borrower's liabilities to us.

The Property may be sold and your interest in any proceeds of sale applied in repayment of the Borrower's liabilities to us.

If you decide to sign this document, you should sign it in front of a witness, who should be your solicitor.

This deed is separate from and is not limited by, any guarantee, mortgage or security which you or anyone else may already have given us or which may be given in the future.

I confirm that I understand the contents and effect of this Deed having taken independent legal advice in relation to the same.

Signed (as a deed) and delivered on the date stated above:

SIGNED AS A DEED by

in the presence of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

Solicitor

CONFIRMATION OF WITNESS:

I confirm that prior to the execution of this deed I explained its contents and effect to the Occupier who informed me that he/she understood the same.

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

Solicitor

CERTIFICATE OF COMPREHENSIVE BUILDINGS INSURANCE

References to the Company include its successors, assignees and transferees (whether legal or equitable, by absolute assignment, by way of novation or by way of security).

To be completed by Solicitors

Name of Insurer: _____

Address: _____

Postcode: _____

Name(s) of all Borrower(s):

Name: _____

Address Covered: _____

Postcode: _____

To be completed by the Insurance Company

We confirm that the Company has been noted as a heritable creditor primo loco on the Policy and that the Policy will not be allowed to lapse or be altered to the detriment of the Company without the Company's prior written consent, and that the Company will be notified in writing of all claims in excess of £1,500.

Policy Number _____ **Sum Insured: £** _____

Risks Covered _____

Is the Policy Index Linked: YES / NO _____ **Renewal Date:** _____

Signed: _____ **Date:** _____

On Behalf of: _____

Address: _____

Postcode: _____

To be completed by Solicitors

Please return this form to: _____

Ref: _____ **Mortgage Account No.** _____

DEEDS SCHEDULE

Mortgage Account Number:	Date of Mortgage:	Title Number:
Property Address (as in the Mortgage):		
		Postcode
Borrower: (Full Name(s))		

Please do not forward any title documents until a copy of the register can be provided showing Platform hold a first charge. It is important that ALL documents are enclosed and the following checklist should be completed by ticking the appropriate boxes.

Please complete the Schedule in full, return the original and retain one copy for your file.

Please send to Platform, PO Box 237 Plymouth PL1 1WG or DX 133791 Plymouth 13.

Title Information Document (TID) with official copy of the register and title plan	<input type="checkbox"/>	Mortgage Deed	<input type="checkbox"/>
Lease	<input type="checkbox"/>	Deed of Priority <i>(if appropriate)</i>	<input type="checkbox"/>
Certified Copy of Head Lease <i>(if appropriate)</i>	<input type="checkbox"/>	Deed of Gift Indemnity Policy <i>(if appropriate)</i>	<input type="checkbox"/>
Received Notice of Assignment and Charge	<input type="checkbox"/>	Other Indemnity Policy <i>(if appropriate)</i>	<input type="checkbox"/>
HM Land Registry Search and Bankruptcy Search	<input type="checkbox"/>	New Home Warranty Certificates <i>(if appropriate)</i>	<input type="checkbox"/>
Buildings insurance policy <i>(copy - if appropriate)</i> <i>(Platform Funding Limited's interest endorsed)</i>	<input type="checkbox"/>	Other Documents <i>(specify)</i>	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>
Deed of Consent <i>(if appropriate)</i>	<input type="checkbox"/>		

THE SCHEDULE OF DEEDS AND DOCUMENTS

Date	The Document	The Parties

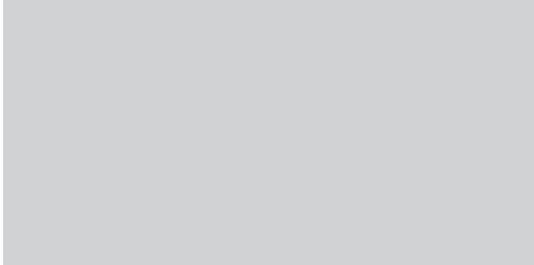
This Schedule was completed in duplicate by *(Name of Practice)* _____

of *(Address of Practice)* _____

on *(Date Schedule Completed)* _____



NOTICE OF ASSIGNMENT AND CHARGE OF LEASEHOLD PROPERTY



*The address opposite is positioned
to fit a standard window envelope*

Name and address of Landlord and all others whom it may concern

NOTICE IS GIVEN that by an assignment dated _____ the leasehold property (the "Property") known as:

Address: _____
_____ Postcode _____

was assigned by: _____

to _____ (the "Borrower")

and that on the _____ (date) the Property was charged by the Borrower by way of legal mortgage to Platform Funding Limited, Exchange Tower, 2 Harbour Exchange Square, London E14 9FR.

Details of the lease of the Property ("the Lease") are contained in the Schedule below. You are requested to give notice to Platform Funding Limited, Exchange Tower, 2 Harbour Exchange Square, London E14 9FR, in the event of any default on the part of the Borrower in paying the rent or performing the tenant's covenants contained in the Lease.

Please quote in all correspondence - reference (mortgage account no.) _____

THE SCHEDULE

Date of Lease or Underlease

The Parties

The rent reserved by the Lease will in future be paid by the Borrower.

Date: _____ Signed: _____

Name and Address: _____

Solicitors for Platform Funding Limited

(please acknowledge - see overleaf.)

ACKNOWLEDGEMENT

I / We: _____

the addressees, acknowledge receipt of this Notice of Assignment and Charge

Signed: _____

Date: _____

PLEASE RETURN THE SIGNED COPY NOTICE TO THE ABOVE SIGNED SOLICITORS.

CERTIFICATE OF TITLE

ENGLAND & WALES ONLY

Initial all alterations and confirm any discrepancies between Offer and Certificate

TO: Platform Funding Limited and its successors and assigns including any legal and equitable assignee of the Mortgage all capitalised terms in this Certificate of Title have the meaning given to the terms in the Platform mortgage conditions (English & Welsh Edition) 2009 V.1 whether by absolute assignment or by way of security only and those deriving title under it or them ("Platform")	
Lender's Reference:	
Borrowers Names	(1)
	(2)
	(3)
	(4)
Property Address:	
	Postcode:
Title Number (if first registration please state):	
Mortgage Advance (Loan amount including fees):	£
Price Stated in transfer (if remortgage please state):	£
Completion Date (a minimum of seven working days notice is required):	
Conveyancers Name and Address:	
Your Reference:	
Your Bank Account Number:	Sort Code: / /
Your Bank Name and Address:	
Date of Instructions:	
District Land Registry:	
Tenure:	
If Leasehold, unexpired term of lease:	years
Building Insurer's name and address:	
Policy number or reference:	
Amount of Insurance: £	Renewal Date / / Policy No.

We the Conveyancers named above give the Certificate of Title set out in the annex to Rule 3 of the Solicitors' Code of Conduct 2007 as if the same were set out in full, subject to the limitations contained on it. We confirm we have complied and shall comply with the instructions and guidance contained in the CML Lenders Handbook and any additional instructions contained in Platform's Instructions to Solicitors.	
I have taken out Local Authority Search Indemnity Insurance	Yes <input type="checkbox"/> No <input type="checkbox"/>
I confirm that if I have taken our Local Authority Search Indemnity Insurance I have done so in accordance with Platform's Instruction to Solicitors (please note Platform only accepts cover provided under its approved policy)	Yes <input type="checkbox"/> No <input type="checkbox"/>

Must be signed only by a Solicitor/Licensed Conveyancer/authorised Legal Executive holding a current practising certificate

SIGNED on behalf of the conveyancers
NAME of Authorised Signatory
QUALIFICATION Of Authorised Signatory
DATE of Signature

- Please note that it is Platform's normal practice to release any advance monies by CHAPS, to your client bank account. Please ensure that your bank details are shown correctly above. You will be sent the 'Mortgage Advance' amount shown above, on the working day prior to the Completion Date.
- Platform requires at least seven working days notice before the anticipated Completion Date and will endeavour to meet the completion date provided that the required notice period is given. Platform will not be responsible for any costs or other liability incurred as a result. Platform reserves the right to charge a reasonable administration fee to cover the cost incurred if Platform do not receive the Certificate of Title within the required time.
- If you later need to cancel the release of funds, please call our Completions Team on **0845 600 7200** (option 3).