

# HOME LOAN GENERAL OFFER CONDITIONS 2025

For lending in Northern Ireland,  
England, Wales and Scotland

**These Mortgage Conditions are also available in Braille, in large print, on tape and on disk. Please contact a member of staff for details.**

### **Important Information – please read this**

These Mortgage Conditions are an important part of the Agreement between you and us for your mortgage. You should keep them in a safe place along with all the other documents we give you, in case you need to refer to them at a later date.

Please make sure you read the whole of your Agreement with us. Your Agreement includes your Offer, these Mortgage Conditions, our Tariff of charges and the security document we ask you to sign to give us security over your property. They set out the basis on which we are prepared to lend to you, and what you need to do.

You will see some words that are capitalised (apart from headings). These words are explained in the Glossary at the end of the Mortgage Conditions.

You should not sign any documentation unless you are sure you understand the responsibilities you are taking on by entering into the Agreement with us, and you are happy to accept those responsibilities.

If you do not understand anything in the documents that form part of your Agreement with us, we strongly recommend you seek legal advice.

If your Mortgage Term extends into retirement (or you're thinking of retiring early), you should make sure your income will be enough to meet your payment obligations while ensuring that you can still afford other bills and costs. You should also consider whether, as you get older, you might want to move to a smaller property. You should check your Offer to see whether you would have to pay an early repayment charge if you repay your mortgage early, and whether the Offer allows you to "port" (transfer) your existing Loan.

To help you understand some of the key terms of your Agreement with us, we've included some Frequently Asked Questions below. The Frequently Asked Questions are only a summary and don't form part of your Agreement with us.

**YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE OR ON ANY OTHER DEBT SECURED BY IT**

## Frequently Asked Questions

### What do you have to pay?

Your Offer will set out what you have to pay each month. The amount you have to pay each month could change. Condition 9 of the Mortgage Conditions explains when this might happen.

If your Loan is made on an “interest-only” basis, your monthly payments will usually consist of repayments of interest only and you will still need to repay all of the Capital at the end of the Mortgage Term. In some instances when the interest rate on your interest-only Loan changes, because of how our system calculates your remaining mortgage balance and the amount of interest to be charged during the interest-only period, it may result in a small portion of what you repay us being applied to repay Capital. This is because your repayments during the interest-only period are calculated so that your mortgage balance stays largely the same from when these repayments are first calculated, to the end of the interest-only period. However, this calculation does not include any interest-only repayments that you have made since interest was last applied to your account. This is to ensure that you do not owe more than you borrowed at the end of the interest only period. As a result, a change in your Interest Rate may mean your monthly payments could rise, stay the same or reduce. For example, a decrease in the Interest Rate could result in an increase to your monthly repayments. We will communicate the change to your monthly payments in writing.

Where your Loan is made available on an “interest-only” basis it’s very important that you make arrangements to repay the Capital remaining at the end of the Mortgage Term. You should regularly check that these arrangements remain suitable and that you will be able to repay the Capital remaining at the end of the Mortgage Term.

If you don’t repay all sums owed to us at the end of the Mortgage Term, we can take legal action against you. This could involve us repossessing and selling the Property.

### How is interest charged?

We will charge you interest on the Mortgage Debt at the Interest Rate. Initially, this will be at the rate set out in your Offer. The Interest Rate maybe a special rate (such as a Fixed Rate), or it may be a variable rate.

A Fixed Rate is a rate that stays the same for a set period of time. You can find how long the Fixed Rate Period lasts for, in your Offer.

If you have a special rate in place at the beginning of the Mortgage Term, this will change to another type of rate at the end of the period set out in your Offer. Your Offer will tell you if you have a special rate and what type of rate your Interest Rate will change to.

Unless your Offer says that the Interest Rate is a Fixed Rate, we can change the Interest Rate for any of the reasons set out in condition 13 of the Mortgage Conditions. You should make sure you read these conditions and understand the circumstances in which we can increase or decrease the Interest Rate. Your Offer might also set out how the Interest Rate will change.

However, if your Loan is on an “interest-only” basis, a change in your Interest Rate may mean your monthly payments could rise, stay the same or reduce. For example, a decrease in the Interest Rate could result in an increase to your monthly repayments. This is because of how our system recalculates the monthly payment amount. When the interest rate on your interest-only loan changes, our system calculates your remaining mortgage balance and the amount of interest to be charged during the interest-only period. Your repayments during the interest-only period are calculated so that your mortgage balance stays largely the same from when these repayments are first calculated, to the end of the interest-only period. However, this calculation does not include any interest-only repayments that you have made since interest was last applied to your account. This can result in a small portion of what you repay us being applied to repay Capital meaning you pay less interest overall. It also means you will have slightly less Capital to repay at the end of the Mortgage Term.

We will contact you to let you know when the Interest Rate changes, and what effect this has on your monthly payment.

**You must make sure that you can afford to keep up your monthly payments if your Interest Rate changes.**

HOME LOAN GENERAL OFFER CONDITIONS  
with effect from 14 March 2025

**What other charges might apply?**

We can charge you for other services in relation to the Agreement. You can find an up to date copy of the Tariff on our website, or you can ask us for a copy. We can make changes to the Tariff, including introducing new additional charges. Condition 14 of the Mortgage Conditions explains when we might do this.

In addition, we can also charge you for any costs we incur where you don't meet your obligations under your Agreement with us. These include Expenses we might incur. Condition 14 sets out more information about these.

You may have to pay other taxes or costs (for example, legal fees payable to your solicitor) that are not paid through us or imposed by us. We are not responsible for these costs.

**Can you repay us early?**

You can repay the Mortgage Debt in full or in part at any time. You may have to pay an early repayment charge if you repay some or all of the Mortgage Debt before the end of the Mortgage Term. Your Offer will explain what early repayment charges apply.

When you repay the Mortgage Debt (either early or at the end of the term), you will have to pay our mortgage exit fee. Details of our fees are included in our Tariff but may change over time. Please refer to our most recent Tariff for the up to date fees.

<b>What if you sell the property before the mortgage is repaid?</b>
You will need to use the sale proceeds to repay your outstanding Mortgage Debt. This means that if the value of your home falls below the outstanding Mortgage Debt, you will have to pay us the difference out of any other savings you hold, or you will not be able to sell your home.
<b>How do you tell whether your Loan is a self build Loan or an Investment Property Loan?</b>
Your Offer will set out if your Loan is a self build loan or an Investment Property Loan. The Mortgage Conditions will explain when a condition applies to a self build loan or an Investment Property Loan. Self build loans and Investment Property Loans have certain additional conditions which apply to them.
<b>What are your obligations in relation to the Property that we have security over?</b>
The Loan will be secured on the Property described in the Mortgage Deed. You must look after the Property. This means you must keep the Property in good repair. You must also get our permission before you carry out certain actions in relation to the Property, such as altering or extending it. You must not grant security over the Property (or any part of it) in favour of any other person without our Agreement. You must take out buildings insurance for the Property and make sure this remains in place until you have repaid what you owe us. Condition 22 of the Mortgage Conditions explains what the insurance must cover.
<b>What happens if you don't keep up payments, or don't meet your other obligations?</b>
It's important for you to comply with all of your obligations under the Agreement, because if you don't this can have severe consequences. In certain circumstances, we can ask you to repay the Mortgage Debt immediately. For example, we can do this if you fail to pay an amount equal to at least two monthly payments, or if you commit a serious breach of one of your other obligations. The full set of circumstances in which we can demand immediate repayment are set out in condition 23 of the Mortgage Conditions. If you don't keep up payments, or don't meet your other obligations, we can in certain circumstances seek a court order to repossess the Property. Under the terms of our security over the Property, we also have the right to appoint a person known as a "receiver" to deal with the Property. You will be responsible for paying the receiver's fees, and these can be taken out of the sale proceeds of the Property. We (or any receiver we appoint) can take certain actions in relation to the Property in these circumstances. These include managing the Property (such as carrying out repairs) and removing your possessions from the Property. We (or any receiver we appoint) can also sell the Property. Our rights are explained in condition 24 of the Mortgage Conditions. You may wish to consider having life cover in place to ensure that the Mortgage Debt is repaid when you die (or, if there is more than one of you, the last of you dies). If not, we may rely on the sale of the Property to repay the Mortgage Debt.
<b>What if you are having difficulty paying your Loan?</b>
We understand that things can be difficult sometimes. We will try to help when a customer is having financial difficulties or is going through some other difficult situation (for example, suffering from mental health issues). If you're having difficulties and think this will affect your ability to keep up your payments, you should contact us straight away. Putting things off could make it harder for us to be able to help you later on. Free debt advice services are available from experienced advisors who may also be able to help you. You can find more information from the Financial Conduct Authority website <a href="http://fca.org.uk">fca.org.uk</a> or by contacting us. Organisations such as Citizens' Advice can also help.

<b>What if you are joint borrowers?</b>
If you're borrowing jointly, all of you together and each of you individually is liable for the Mortgage Debt. This means that we can demand payment of the Mortgage Debt from all or some of you, or each of you individually.
<b>Can we transfer the Agreement and security to someone else?</b>
We can transfer our interest in the Agreement and the Mortgage Deed to someone else. Our right to do this is explained in condition 35 of the Mortgage Conditions.
<b>About us</b>
We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our regulators impose high standards of care on us in relation to regulated mortgages. We always aim to meet those standards, and to treat you fairly and sympathetically.

This is the end of the summary. The Mortgage Conditions - which form part of our legal Agreement with you - begin on the next page.

## Home Loan General Offer Conditions 2025

### Contents

#### Introduction

1. How to read these Mortgage Conditions
2. The parties to the Agreement

#### Drawing the Loan

3. Your and our right to withdraw from the Agreement
4. Conditions which must be satisfied before you can draw the Loan
5. Drawing the Loan

#### Payments - your obligations

6. What you have to pay by the end of the Mortgage Term
7. What you have to pay each month
8. How payments are applied
9. Changing the monthly payment
10. Changing the Payment Day
11. Overpayments and early repayments

#### How we calculate interest, and when Interest Rates can change

12. How we calculate and charge interest
13. Changes to the Interest Rate: Danske Bank Reference Rate (UK)
14. Changes to the Interest Rate: Danske Bank Standard Variable Rate (UK) and Danske Bank Re:pay Rate (UK)

#### Fees and Expenses

15. Our Tarriff, fees and Expenses

#### Flexible Features

16. Flexible features

#### Transferring your Loan (also known as "porting")

17. Transferring your Loan

#### Additional Borrowing

18. Additional Borrowing

#### Self build loan

19. Self build loan

#### Security

20. Security

#### Your obligations in relation to the Property

21. Your obligations in relation to the Property
22. Insuring the Property

#### Our rights if you do not meet your obligations

23. When we can ask for immediate repayment of the Mortgage Debt
24. If the Property is located in Northern Ireland, England or Wales: action we can take on default
25. If the Property is located in Scotland: action we can take on default
26. Set-off and consolidation

**Other rules relating to the Property**

- 27. Valuations
- 28. Management Companies
- 29. Power of Attorney
- 30. Compensation from third parties
- 31. Storage of deeds

**Danske Re:pay Mortgage**

- 32. How the Danske Re:pay Mortgage works
- 33. How the Safety Limit works

**General Conditions**

- 34. Changes to other provisions
- 35. Our power to transfer our rights and obligations
- 36. Your costs
- 37. Notices and contact details
- 38. Accepting requests and instructions from you
- 39. Amounts received in another currency
- 40. Mistakes
- 41. Enforcing our rights and separate terms
- 42. Who can enforce the Agreement and the Mortgage Deed
- 43. Circumstances outside our control
- 44. Law and Jurisdiction
- 45. Complaints
- 46. Where we are asked to agree to something



## Introduction

### 1. How to read these Mortgage Conditions

- 1.1 When reading these Mortgage Conditions, you will notice that we have used technical and legal words that can be identified by their initial capital letter. The meaning of these words can be found in the Glossary at the end of these Mortgage Conditions. The Glossary also sets out rules that apply when interpreting these Mortgage Conditions.
- 1.2 Your Agreement with us for the Loan is made up of the following:
- (a) the Offer;
  - (b) these Mortgage Conditions;
  - (c) your Mortgage Application;
  - (d) the Tariff;
  - (e) the Mortgage Deed. If the Mortgage Deed is a standard security, this includes the Standard Conditions that apply to that Mortgage Deed, as varied by these Mortgage Conditions;
  - (f) any other security that you give us as security for the Mortgage Debt; and
  - (g) any other document that you and we agree from time to time is to form part of the Agreement (for example, if you ask us for consent to do something under the Agreement and we give you our consent).
- 1.3 If these Mortgage Conditions contradict something set out in the Offer, the Offer will take priority unless we explicitly say otherwise in a specific condition in these Mortgage Conditions.
- 1.4 These Mortgage Conditions apply to our lending in Northern Ireland, England, Wales and Scotland. Where a condition only applies to lending in certain parts of the United Kingdom, we will explain at the start of the condition which parts of the United Kingdom it applies to.

### 2. The parties to the Agreement

- 2.1 We are Northern Bank Limited. References to “we”, “our” or “us” include ourselves and also:
- (a) our successors in title to the Mortgage (either in law or in equity);
  - (b) anyone who is entitled to exercise our rights following an amalgamation or takeover, or a reorganisation of our group;
  - (c) anyone we transfer or assign the Agreement or Mortgage Deed (and/or any other security we have for the Mortgage Debt) to in accordance with these Mortgage Conditions; and
  - (d) anyone else who is legally entitled to the benefit of the Agreement or the Mortgage Deed (and/or any other security we have for the Mortgage Debt).
- 2.2 References to “you” and “your” means each person named as a borrower in the Offer, and includes your personal representatives and anyone who takes over your legal rights and duties under the Agreement.
- 2.3 If there is more than one of you, all of you together and each of you individually are liable for the performance of your obligations under the Agreement and for payment of the Mortgage Debt. This means that we can demand performance (or payment of the Mortgage Debt) from all or some of you, or each of you individually.

## Drawing the Loan

### 3. Your and our right to withdraw from the Agreement

- 3.1 You can withdraw from the Agreement at any time before Completion, by giving us notice in writing. You should tell us and your legal representative at once.
- 3.2 We can withdraw from the Agreement at any time before Completion in the following circumstances:

HOME LOAN GENERAL OFFER CONDITIONS  
with effect from 14 March 2025

- (a) you are unable to comply with any important term or condition of the Agreement;
- (b) we discover that you falsified or withheld information which was relevant when we assessed your ability to repay the Loan;
- (c) we discover that you knowingly provided incomplete or inaccurate information that we relied on when assessing your ability to repay the Loan, and if we had received complete and accurate information, we would not have offered you the Loan on the same (or broadly the same) terms and conditions; or
- (d) there has been an adverse change in the facts and circumstances relating to the Loan since the date we made our Offer, which we reasonably consider is material. Examples of a material adverse change include where:
  - (i) your circumstances have changed for the worse, to such an extent that, if you had applied for the Loan in your new circumstances, we would not have agreed to lend the Loan to you on the same (or broadly the same) terms and conditions; or
  - (ii) your financial circumstances have changed since you applied for the Loan, in such a way that this is likely to have a serious impact on your ability to afford the Loan (for example, you have lost your job or you have taken out further secured borrowing); or
  - (iii) something has occurred or has been discovered which affects the condition, value or legal title to the Property, to such an extent that, if this had occurred or been discovered at the time you applied for the Loan, we would not have agreed to lend the Loan to you on the same (or broadly the same) terms and conditions. For example, this would apply where our solicitor reports a problem with the title to the Property.

3.3 Alternatively, we can delay Completion where any of the circumstances above apply but we believe that the issue can be resolved within a reasonable period of time (less than two (2) months). We will only delay Completion for such period as we consider reasonable in the circumstances.

3.4 You must tell us as soon as possible if your circumstances, or any of the information we received in support of your Mortgage Application, changes before Completion.

3.5 Unless we agree otherwise in writing, the Offer will be cancelled and withdrawn automatically if Completion does not take place within one hundred and eighty (180) days of the date of the Offer.

3.6 This condition applies if (1) you exercise your right to withdraw before Completion, or (2) if we withdraw before Completion for any of the reasons set out in condition 3.2. It also applies if you do not accept the Offer before the expiry date set out in the Offer. In any of these situations:

- (a) you will not have to pay any early repayment charge;
- (b) any "non-refundable" fees you have already paid us will not be returned to you. Your Offer will explain which fees are non-refundable; and
- (c) if your Offer says that we will add a non-refundable fee to the Loan, or it says that you must pay a non-refundable fee to us when you draw any part of the Loan, then you must pay this fee to us within fourteen (14) days of withdrawal or expiry of the Offer.

#### **4. Conditions which must be satisfied before you can draw the Loan**

4.1 This condition sets out various standard conditions which must be satisfied before we send the Loan amount (or, if we have agreed to allow you to draw the Loan in instalments, any instalment). You must also satisfy any other conditions which are set out in your Offer.

4.2 We must receive your acceptance of our Offer, with no alterations (you should contact us if you want to change anything in the Offer).

4.3 We must receive a Direct Debit mandate signed by you to cover your monthly payments. Direct Debit payments must be made from a UK bank or building society current account in your name (or, if you are joint borrowers, the name of at least one of you). We will not ask you for a Direct Debit mandate where we have previously agreed that you can make

HOME LOAN GENERAL OFFER CONDITIONS  
with effect from 14 March 2025

- payments from a servicing account, then this payment arrangement will continue.
- 4.4 We must receive a signed Mortgage Deed which gives us:
- (a) a first legal charge, if the Property is in Northern Ireland, England or Wales; or
  - (b) a first ranking standard security if the Property is in Scotland.
- 4.5 Our legal representative must confirm to us that the person(s) signing the Mortgage Deed, have a good and marketable title to the Property, free from any restrictions, encumbrances, burdens, conditions or other matters which might adversely affect its value or marketability.
- 4.6 Unless we agree otherwise in writing, any existing mortgage, Loan or other debt which is secured on the Property must have been paid off in full. You must inform us as soon as possible if you would like to leave any existing security over the Property in place. We do not have to agree to this.
- 4.7 If you are using the Loan to purchase the Property:
- (a) the purchase price must be as set out in the contract for the sale of the Property which was reviewed by our legal representative;
  - (b) the purchase price must not be reduced, unless we are given an explanation for the reduction which is reasonably satisfactory to our legal representative and/or valuer;
  - (c) no part of the purchase price must be left outstanding on Completion;
  - (d) the full purchase price must be paid through your legal representative's client account;
  - (e) unless we agree otherwise in writing, you must provide the balance of the purchase price from your own resources. This means that the balance must not be provided by way of a Loan, gift or concession made by the seller(s) in relation to the purchase price, whether secured on the Property or not, and it must not be provided by anyone in return for any rights in the Property;
  - (f) the purchase must not involve a sale and rent back arrangement under which the Property will be occupied by the seller(s);
  - (g) you must move into the Property within one (1) month of Completion, unless we agree otherwise in writing; and
  - (h) unless we agree otherwise in writing, you must not be purchasing the Property as a nominee or trustee for anyone else, and no one else must be given any option or other right to buy the Property from you.
- 4.8 You must have arranged insurance for the Property as set out in the Offer and in condition 22 below.
- 4.9 You must have vacant possession of the whole of the Property at the time of Completion.
- 4.10 If the Property is in Northern Ireland, England or Wales, you must tell us before Completion about any person who is or will be seventeen (17) or older at Completion who will be living with you, and who will not be signing the Mortgage Deed (whether or not they are a borrower). That person must sign a document in our standard form making any interest they have in the Property subject to the Mortgage Deed.
- 4.11 If the Property is in Scotland and depending on the information you have given us in (or accompanying) your Mortgage Application, we may ask you to sign a document in our standard form to confirm that the Property is not a matrimonial home or family home in relation to which a spouse or civil partner has any occupancy rights.
- 4.12 If the Property is less than ten (10) years old or has been converted in the last ten (10) years, it must have the benefit of:

## HOME LOAN GENERAL OFFER CONDITIONS with effect from 14 March 2025

- (a) a home warranty indemnity insurance scheme which is reasonably acceptable to us; or
  - (b) a certificate from a suitably qualified professional consultant who confirms that he has appropriate experience in the design and/or monitoring of residential buildings. The professional consultant must certify that:
    - (i) he has supervised the building works;
    - (ii) the Property generally has been constructed to a satisfactory standard and in general compliance with approved structural drawings and/or building regulations; and
    - (iii) he holds professional indemnity insurance to a minimum of fifty thousand pounds (£50,000).
- 4.13 If the Offer says that we will hold back some of the Loan on Completion until some other condition(s) have been satisfied (for example, completion of any work that is being carried out on the Property), we will not release that money until the condition(s) have been satisfied.
- 4.14 We must have received payment in full of all fees set out in our Offer which are payable prior to or on Completion.
- 4.15 We can ask you or your legal representative at any time before Completion to confirm that the information we received in support of your Mortgage Application has not changed. We can also ask you or your legal representative to give us reasonable evidence to support any of that information, or any information we have received since your application.
- 5. Drawing the Loan**
- 5.1 Once the Loan is available to be drawn, we will send the Loan in a single amount to your legal representative, unless the Offer says otherwise.
- 5.2 We will debit your Mortgage Account with the amount of the Loan that is drawn. If your Loan is drawn in instalments, we will debit your Mortgage Account with the amount of each instalment, at the time that instalment is drawn.
- 5.3 Different rules apply if you have a Danske Re:pay Mortgage. Your Offer will tell you if you have this type of Loan. The rules that apply to Danske Re:pay Mortgages are set out in conditions 14, 32 and 33.

### Payments - your obligations

- 6. What you have to pay by the end of the Mortgage Term**
- 6.1 You must repay the Mortgage Debt to us by making monthly payments over the Mortgage Term, together with any separate repayment(s) of Capital if your Agreement is on an interest-only basis, so that the Mortgage Debt is repaid in full by the end of the Mortgage Term. This condition 6.1 does not apply if your Loan is a Danske Re:pay Mortgage. Conditions 32 and 33 apply instead.
- 6.2 The Mortgage Debt must be repaid sooner than the end of the Mortgage Term when:
  - (a) you sell or re-mortgage the Property; or
  - (b) we demand repayment under condition 23.
- 6.3 You can also repay the Mortgage Debt early, either fully or partially at any time. This is explained in condition 11.
- 6.4 If you do not repay the Mortgage Debt in full at the end of the Mortgage Term, we can continue to apply interest to the Mortgage Debt at the Interest Rate (or the rate set by the court if we obtain a court order) until we are repaid in full. We can also exercise our rights as set out in condition 24 (if the Property is in Northern Ireland, England or Wales) or condition 25 (if the Property is in Scotland). Our rights include a right to repossess and sell the Property.

HOME LOAN GENERAL OFFER CONDITIONS  
with effect from 14 March 2025

**7. What you have to pay each month**

- 7.1 You must make monthly payments over the Mortgage Term, on the Payment Day, until the Mortgage Debt is repaid to us in full.
- 7.2 If the Interest Rate is a variable rate, it might change between the date of our Offer and Completion. This means that your monthly payment might be higher or lower than the amount we set out in the Offer.
- 7.3 If your Loan is made on a repayment basis, your monthly payments will be made up of interest and Capital. Your payments will be calculated so that the Capital will be repaid together with interest by the end of the Mortgage Term.
- 7.4 If you do not pay Expenses when we ask you to, we can add these to the Mortgage Debt. However, this will not affect your monthly payments. If you only make the monthly payments then you will still have to repay an amount equivalent to the unpaid Expenses at the end of the Mortgage Term.
- 7.5 If your Loan is made on an interest-only basis, your monthly payment will usually be made up of interest only. Your monthly payments usually will not reduce or pay off the Capital, which you must repay no later than the last day of the Mortgage Term. However, see condition 12.6 below.
- 7.6 We will write to you to confirm when your first monthly payment is due. Your monthly payment will be due on the Payment Day. Depending on when the Loan is drawn and when your first Payment Day falls, your first monthly payment may be higher or lower than your normal monthly payment. Before you repay the Mortgage Debt at the end of the Mortgage Term, we will calculate your final monthly payment to reflect the final amount of interest payable on the Mortgage Debt. We will also tell you about any unpaid Expenses, if applicable.
- 7.7 If the Payment Day falls on a day which is not a Business Day, the monthly payment will be due on the next Business Day.
- 7.8 Unless we change the amount of your monthly payment under condition 9, if any monthly payments or other amounts due under the Agreement are not paid by you when they are due, the amount of the monthly payment will not cover these (or the interest we charge on those amounts).
- 7.9 We will treat your monthly payment as being received by us once we have received Cleared Funds.
- 7.10 Your Offer will tell you if your Loan is not in the currency in which you receive your income (such as your salary). We call this currency your Income Currency. In this situation, the value of your Loan, calculated in your Income Currency, could change over time. We will send you a warning if the value of your Loan, calculated in your Income Currency, increases by more than 20%. We will send this warning to let you know that this has happened, as part of our regulatory obligations. The warning does not mean that you are in breach of the terms of the Agreement, and you will not have to take any action to put things right.

**8. How payments are applied**

- 8.1 When we receive a monthly payment, we will apply the amount received as follows:
- (a) firstly, towards any missed monthly payments; and
  - (b) secondly, towards the remaining Mortgage Debt.
- 8.2 If you have missed one or more payments on your Loan and you make a payment which is not your normal monthly payment (for example, you send us an electronic payment or make a card payment) to make up your missed payment(s), we will apply the amount received as follows:
- (a) firstly, towards the missed monthly payment(s);
  - (b) secondly, towards any interest which has accrued in relation to the missed monthly payment(s); and
  - (c) finally, towards the remaining Mortgage Debt.

## HOME LOAN GENERAL OFFER CONDITIONS with effect from 14 March 2025

We will treat a payment which is not your normal monthly payment as being received by us once we have received Cleared Funds.

- 8.3 If we demand repayment of your Loan, then different rules apply. Condition 24.15 applies if the Property is Northern Ireland, England or Wales. Condition 25.10 applies if the Property is in Scotland. In each case, the condition explains how we will apply any amounts received after our demand.

### **9. Changing the monthly payment**

- 9.1 We can change the amount of the monthly payment from time to time to take account of any of the following:

- (a) changes which are set out in the Offer;
- (b) changes in the Interest Rate;
- (c) changes in the amount of the Mortgage Debt (for example, if you repay part of the Mortgage Debt early, or we add missed monthly payments (including interest), underpayments or unpaid fees to the Mortgage Account);
- (d) if we agree with you a change to the Mortgage Term, or the basis on which the Mortgage Debt will be repaid (that is, on an interest only basis, a repayment basis, or a part interest only and part repayment basis);
- (e) if we agree with you to add any missed monthly payments or underpayments, including interest, to the Capital;
- (f) adjustments we may make to ensure that the Mortgage Debt is fully repaid by the end of the Mortgage Term, for example minor rounding up or rounding down due to the way we calculate monthly payments. We will not use this as a reason to add missed monthly payments or underpayments to the Capital, unless you agree to this or the law allows us to do this;
- (g) a change to the Payment Day;
- (h) if we are paying the insurance in relation to the Property (under condition 22), and the insurance premiums change;
- (i) if we grant any concession, or withdraw it;
- (j) changes in legal or regulatory requirements; or
- (k) any other change to the Agreement that we agree with you.

- 9.2 We will give you reasonable prior notice of any change in the monthly payment.

### **10. Changing the Payment Day**

- 10.1 We can change the Payment Day at any time to reflect:

- (a) reasonable changes in our business or the technology we use, including if we merge with another organisation or transfer our rights and obligations under the Agreement to someone else;
- (b) changes in payment technology; or
- (c) changes in legal or regulatory requirements.

### **11. Overpayments and early repayments**

- 11.1 You can repay the Mortgage Debt early, either fully or partially at any time.
- 11.2 You can make overpayments at any time, i.e. extra payments in addition to your normal monthly payments. Please contact us to find out how to do this.
- 11.3 Unless you tell us otherwise, we will assume that your overpayment is a one-off overpayment.
- 11.4 If your Loan is on a variable rate and you ask us to increase your monthly payment on an ongoing basis, we will ask you how we should amend your increased monthly payments if your Interest Rate increases or decreases in future.

HOME LOAN GENERAL OFFER CONDITIONS  
with effect from 14 March 2025

- 11.5 If you have instructed us to increase your monthly payment on an ongoing basis, you can contact us at any time to cancel your instruction or reduce the amount of the overpayment. However, you cannot reduce your monthly payment below the amount needed to ensure that the Capital will be repaid together with interest by the end of the Mortgage Term.
- 11.6 If your Loan is on a variable rate and you have made a one-off overpayment, we will ask you when you contact us whether you want us to:
- (a) reduce your monthly payments so that you still repay your Loan over the same Mortgage Term; or
  - (b) keep your monthly payments as they are. If you continue to make your monthly payments then the effect of your overpayment will mean that you repay the Loan earlier than the Mortgage Term.
- 11.7 If you make an overpayment but do not tell us which option you want to choose, we will keep your monthly payments as they are. If you continue to make your monthly payments, then the effect of your overpayment will mean that you repay the Loan earlier than the Mortgage Term.
- 11.8 Any overpayment or early repayment will be credited to your Mortgage Account on the day we receive Cleared Funds.
- 11.9 Early repayment charges may apply to overpayments and early repayments. These are explained in the Offer. If you repay the Mortgage Debt in full, you will also have to pay our mortgage exit fee. You can find details of this in the Tariff.
- 11.10 You cannot redraw any amount you repay, and you cannot offset any overpayment or early repayment against any missed payment at a later date.

Additional rules if you repay your Loan and move home during a Fixed Rate Period

- 11.11 We will not charge any early repayment charge if all of the following conditions apply:
- (a) you move home and repay your Loan in full during a Fixed Rate Period;
  - (b) we have agreed to give you a new Loan secured over your new home; and
  - (c) the new Loan begins on the date your old Loan is repaid.
- 11.12 If only conditions (a) and (b) in condition 11.11 above are met, and Completion on your new Loan occurs within one hundred and eighty (180) days of the date of your new Offer of Loan, we will refund any early repayment charge which you have paid us when the old Loan was repaid.
- 11.13 If for any reason (other than our fault or error) Completion of your new Loan does not occur within one hundred and eighty (180) days of the date of your new Offer of Loan, you will not be entitled to a refund of the early repayment charge. Your new Offer will also be cancelled and withdrawn automatically if Completion does not occur in that time.

**How we calculate interest, and when Interest Rates can change**

**12. How we calculate and charge interest**

- 12.1 The Interest Rate is an annual rate. We will calculate interest on the Cleared Balance of the Mortgage Account at the Interest Rate each day. For the purposes of calculating your monthly payment, we assume that each month is one twelfth of the year.
- 12.2 We will charge interest quarterly in arrears, on the last day of March, June, September and December, and the interest charged will be included in your monthly payment. This condition 12.2 does not apply if your Loan is a Danske Re:pay Mortgage. Condition 32.4 applies instead.
- 12.3 If your Mortgage Term ends on another date, or you repay your Loan early, we will calculate and charge interest up to the date of repayment.
- 12.4 We will charge interest on the Mortgage Debt from Completion and until the Mortgage Debt is repaid in full, even if this is after the end of the Mortgage Term. If you do not pay Expenses when we ask you to, we can add these to the Mortgage Debt. However, we will not charge interest on unpaid Expenses.

HOME LOAN GENERAL OFFER CONDITIONS  
with effect from 14 March 2025

- 12.5 If the Offer says that the Interest Rate will change, it will change as set out in the Offer and (if applicable) as set out in condition 13 (if the Interest Rate is calculated by reference to Danske Bank Reference Rate (UK) or as set out in condition 14 (if the Interest Rate is either Danske Bank Standard Variable Rate (UK) or Danske Bank Re:pay Rate (UK)).
- 12.6 If your Loan is on an interest-only basis and there is a change in your Interest Rate, your monthly payments could rise, stay the same or reduce. For example, a decrease in the Interest Rate could result in an increase to your monthly repayments. This is because of how our system recalculates the monthly payment amount. When the interest rate on your interest-only Loan changes, our system calculates your remaining mortgage balance and the amount of interest to be charged during the interest-only period. Your repayments during the interest-only period are calculated so that your mortgage balance stays largely the same from when these repayments are first calculated, to the end of the interest-only period. However, this calculation does not include any interest-only repayments that you have made since interest was last applied to your account. This can result in a small portion of what you repay us being applied to repay Capital meaning you pay less interest overall. It also means you will have slightly less Capital to repay at the end of the Mortgage Term. We will contact you to let you know when the Interest Rate changes, and what effect this has on your monthly payment.
- 12.7 We can change how we calculate and/or charge interest under conditions 12.1, 12.2, 12.3 and/or 12.4 at any time to reflect:
- (a) reasonable changes in our business or the technology we use, including if we merge with another organisation or transfer our rights and obligations under the Agreement to someone else; or
  - (b) changes in legal or regulatory requirements.
- 12.8 We will give you reasonable prior notice of any change in how we calculate and/or charge interest. We will act reasonably and proportionately in making the change and we will not implement the change in such a way that it would be detrimental to you.
- 13. Changes to the Interest Rate: Danske Bank Reference Rate (UK)**
- 13.1 This condition applies where the Interest Rate is calculated by reference to the Danske Bank Reference Rate (UK). This condition will not apply to your Loan during any Fixed Rate Period.
- 13.2 The Interest Rate will vary to reflect changes in the Danske Bank Reference Rate (UK). The Danske Bank Reference Rate (UK) is our own interest reference rate, that we set ourselves. It is a variable rate and can change at any time. It will typically align with the Bank of England Bank Rate, but may vary from that rate. You should not expect the Danske Bank Reference Rate (UK) to fall below zero, even if the Bank of England Bank Rate does.
- 13.3 We will publish any change to the Danske Bank Reference Rate (UK) on our website. Your Interest Rate will change on the following day.
- 13.4 We will also include information about the Danske Bank Reference Rate (UK) in your periodic mortgage statements.
- 13.5 We can also change the Interest Rate for any other valid reason, provided that it is a reasonable response to the underlying reason and strikes a fair balance between our legitimate interest and your own interests. If this is the case, we will notify you of the change and tell you when it takes effect.
- 14. Changes to the Interest Rate: Danske Bank Standard Variable Rate (UK) and Danske Bank Re:pay Rate (UK)**
- 14.1 This condition applies where the Interest Rate is either Danske Bank Standard Variable Rate (UK) or Danske Bank Re:pay Rate (UK). This condition will not apply to your Loan during any Fixed Rate Period.
- 14.2 We can reduce the Interest Rate at any time. We can also increase or reduce the Interest Rate for any of the following reasons which may exist at the time of the change, or which we reasonably expect will apply in future:
- (a) to respond to changes in the law or decisions of the Financial Ombudsman Service or similar body;



## HOME LOAN GENERAL OFFER CONDITIONS

with effect from 14 March 2025

- (b) to meet legal or regulatory requirements;
  - (c) to reflect new or amended industry guidance and codes of practice which relate to standards of consumer protection;
  - (d) if it is reasonable for us to change the Interest Rate, to reflect changes which we have occurred, or which we reasonably expect will occur, in Interest Rates generally or in the residential mortgage market;
  - (e) to respond to changes in our costs in funding the Loan. This could happen, for example, where the Interest Rate on the money we borrow to fund the Loan (such as Bank of England Bank Rate or some other market rate or index) increases or decreases, or changes in taxation make borrowing more or less expensive;
  - (f) to manage margins between Interest Rates paid to our depositors or the providers of funds to us, in the interests of our business as a whole;
  - (g) to reflect changes in our financial strength;
  - (h) to reflect changes beyond our reasonable control in the costs to us of providing the Loan or the services and facilities available in connection with it (including changes in the technology we use); or
  - (i) to reflect other legitimate cost increases or reductions associated with carrying on our mortgage business, including the costs of funding that business.
- 14.3 Any change we make to the Interest Rate will be proportionate to the reason(s) for the change. We will give you reasonable prior notice of any change in your monthly payment.
- 14.4 If we merge with another organisation or transfer our rights and obligations under the Agreement to someone else, that other organisation may have its own Interest Rate(s). If this is the case, that organisation's Interest Rate(s) may apply as the relevant Interest Rate(s) under the Agreement going forward, and may change in future as set out in this condition. If this happens, we will give you at least thirty (30) days' notice of the change.
- 14.5 We can also change the Interest Rate for any other valid reason, provided that it is a reasonable response to the underlying reason and strikes a fair balance between our legitimate interest and your own interests. If this is the case, we will notify you of the change and tell you when it takes effect.

### **Fees and Expenses**

#### **15. Our Tariff, fees and Expenses**

- 15.1 Our Tariff sets out our standard fees for certain services. You must pay any fee set out in our Tariff when we ask you to.
- 15.2 We can reduce or remove a fee in our Tariff at any time. We can also change our Tariff to add fees, or increase the amount of existing fees, for any of the following reasons:
- (a) to respond to changes in the law, or decisions of a court, regulator, the Financial Ombudsman Service or similar body;
  - (b) to meet legal or regulatory requirements;
  - (c) to reflect new or amended industry guidance and codes of practice which relate to standards of consumer protection; or
  - (d) to reflect changes in the costs which we incur in providing a service or facility, including changes in taxation or changes due to inflation, or where we previously provided a service for free or at a reduced rate of cost but it is no longer cost-effective for us to do so.
- 15.3 If we add a fee to the Tariff or increase the amount of an existing fee, the change will be proportionate to the reason(s) for the change. We will give you reasonable prior notice of the change.
- 15.4 We can also change our Tariff to add fees, or increase the amount of existing fees, for any other valid reason which is not set out in condition 15.2. If this is the case, we will tell you the reason for the change at the time we notify you of the change. You can end the Agreement at any time within sixty (60) days of receiving our notice, without having to pay the increased fee or the new fee.

## HOME LOAN GENERAL OFFER CONDITIONS with effect from 14 March 2025

- 15.5 We will give you a copy of our current Tariff at any time on request. We will also send you a copy of our Tariff every year.
- 15.6 You must pay any fees set out in the Offer when we ask you to.
- 15.7 You must pay our reasonable Expenses in full when we incur them. Where possible, we will try to (but do not have to) give you advance notice of any Expense we expect to incur (including how much it is for and when we have to pay it by) and we will ask you to pay this in advance.
- 15.8 If you do not pay any fee set out in the Offer or in the Tariff when we ask you to, or any Expense once we have incurred it, it can be added to the Mortgage Debt.

### Flexible features

#### 16. Flexible features

- 16.1 This condition applies if the illustration which forms part of your Offer sets out one of the following flexible features.

##### Cashback Incentive

- 16.2 To qualify for the cashback incentive, you must satisfy one of the following conditions:

- (a) you must not at any time have purchased a Property previously, in the United Kingdom or elsewhere; or
- (b) you must be moving home.

- 16.3 The cashback incentive entitles you to payment of the amount set out in the illustration. We will send this to your solicitor on the day of Completion. You must tell your solicitor prior to Completion what account the solicitor should pay this to.

##### Remortgage Incentive

- 16.4 To qualify for the remortgage incentive, all of the following conditions must be satisfied:

- (a) your Loan must be for £30,000 or more;
- (b) your Loan must be a residential home Loan; and
- (c) the purpose of the Loan (or part of it) must be to refinance an existing home Loan provided by another lender, without you moving home.

- 16.5 The following benefits apply under the remortgage incentive.

- 16.6 If we need to carry out a new valuation of the Property as a condition of agreeing the Loan, we will instruct one of our panel valuers to carry out a standard professional valuation.

- 16.7 Unless we say otherwise in the Offer, where we need to carry out a new valuation of the Property we will pay up to and including the value of £600 (including VAT) of the valuation fee. If the valuation fee is more than £600 (including VAT), you must pay the excess. We will let you know if this is the case.

- 16.8 You will not have to repay the amount of the valuation fee covered by us, unless you tell us during the seven (7) day reflection period set out in the Offer that you do not want to proceed with the Loan.

- 16.9 The remortgage incentive also entitles you to payment of the cashback amount set out in the illustration.

- 16.10 In addition, we will pay our solicitor's legal fees and Expenses for preparing and registering the security over the Property.

- 16.11 If additional legal work is needed, for example because of a change in ownership of the Property, or we need another lender with security over the Property to enter into an Agreement with us concerning how our security and the lender's security will apply if enforced, you will have to pay the additional legal fees. We will let you know if this is the case, once we know what these fees are.

- 16.12 If you are a participant in a shared ownership or co-ownership scheme and you are purchasing the scheme's full interest in the Property, you will have to pay additional fees (for example, solicitor's fees in obtaining a discharge of the scheme's security over the Property

## HOME LOAN GENERAL OFFER CONDITIONS with effect from 14 March 2025

and our solicitor's fees for providing an updated report on the title of the Property). You will have to obtain your own legal advice concerning the purchase of the scheme's interest.

### Product fee incentive

- 16.13 You will be eligible for the product fee incentive if you hold a Danske Prestige, Danske Choice Plus or Danske Freedom current account at the time you apply for the Loan.
- 16.14 The product fee incentive entitles you to a discounted product fee when taking out one of our residential mortgages. The discount is set out in your Offer.

## **Transferring your Loan (also known as "porting")**

### **17. Transferring your Loan**

- 17.1 Your Offer will explain if you are able to transfer the Loan to another Property, if you wish to move home. If you are able to do this and this happens during a Fixed Rate Period, then the Fixed Rate will apply to the new Loan for the remainder of the Fixed Rate Period.
- 17.2 Transferring your Loan to another Property is subject to conditions, as follows:
- (a) the new Loan and the new Property must meet our lending criteria and checks at the time you want to move. Our checks will include us considering the new Property you are offering as security, and whether the value of the Property is sufficient to support the new Loan. We will also consider your financial circumstances at the time and we may carry out a full affordability assessment, including updated credit reference agency checks;
  - (b) you must tell us that you want to transfer your Agreement before you repay the Mortgage Debt; and
  - (c) you must pay our valuation fee for the valuation of the new Property. Our valuation fees are set out in our Tariff, but we will let you know the current fee when you contact us to tell us that you want to transfer your Loan.
- 17.3 If we agree to allow you to transfer the Loan to another Property, we will send you a new Offer which you will be asked to accept if you wish to proceed.

### Special rules if you move home during a Fixed Rate Period

- 17.4 If you are transferring your Loan within a Fixed Rate Period, we will apply the fixed Interest Rate to your new Loan for the remainder of that period. Your new Loan must be for the same amount as the outstanding balance of your old Loan at the time the old Loan is repaid. Once the remaining Fixed Rate Period ends, the Interest Rate on your new Loan will be the Interest Rate set out in your new Offer.
- 17.5 If your new Loan is for a higher amount, then any Additional Borrowing will be at a different rate. Please see condition 18 for more information about Additional Borrowing.
- 17.6 If you repay your Loan to move home, then you may have to pay an early repayment charge. Please see condition 11 and please refer to your Offer for details.
- 17.7 Except as explained above, any Interest Rate(s) under your new Loan will be based on our range of Interest Rates for the type of Loan you select as set out on our website. Your new rate(s) could be higher than the existing Interest Rate(s) set out in your current Agreement.

## **Additional borrowing**

### **18. Additional borrowing**

- 18.1 You can apply for Additional Borrowing, but we do not have to give you Additional Borrowing, or give you the full amount you have asked for.
- 18.2 We will assess your request for Additional Borrowing based on certain standard conditions, as follows:
- (a) you must meet our lending criteria and checks at the time we assess your request for Additional Borrowing. Our checks will include us considering whether the value of the Property is sufficient to support the Additional Borrowing on top of your current Mortgage Debt. We will also consider your financial circumstances at the

## HOME LOAN GENERAL OFFER CONDITIONS with effect from 14 March 2025

time and we may carry out a full affordability assessment, including updated credit reference agency checks;

- (b) you must have had the Loan for at least six (6) months since the time it (or any part of it) was first drawn;
- (c) you must not have missed any monthly payments in the six (6) months prior to the
- (d) time we assess your request for Additional Borrowing, or have had any alternative payment arrangements in place with us during that time (for example, if we have agreed to reduce your monthly payments due to you being in financial difficulties); and
- (e) we may carry out an updated valuation of the Property, in which case you must pay our valuation fee. Our valuation fees are set out in our Tariff, but we will let you know the current fee when you request Additional Borrowing.

18.3 Our lending criteria will change from time to time.

### Self build loan

#### 19. Self build loan

19.1 This condition applies if your Offer states that your Loan is a self build loan.

19.2 You will only be able to draw on the Loan once you have provided each of the following in a form and substance satisfactory to us:

- (a) evidence that all statutory approvals have been obtained in respect of the Property;
- (b) a copy of the fixed price contract for the construction of the Property (which includes the cost of any VAT), along with a copy of the Agreement with the builder. If you do not have a fixed price contract you must instead provide detailed costings for the construction of the Property (which include the cost of VAT) and which have been approved by a suitably qualified and duly accredited architect or quantity surveyor. In each case we must receive confirmation of the level of professional indemnity cover that is held;
- (c) confirmation of the terms of the construction contract and confirmation that construction of the Property is being carried out by a National House Building Council (or equivalent) builder. If the construction of the Property is being undertaken by various employed personnel, we must receive confirmation that satisfactory employer's liability insurance and public liability insurance has been obtained;
- (d) a professional valuation of the Property prepared by a valuer instructed by us. The professional valuation will be based upon the plans for the Property. We will ask the valuer to provide us with a valuation based on the site of the Property and the anticipated value on completion of the build; and
- (e) confirmation that suitable "Buildings in the course of construction" insurance has been obtained. This should cover damage or injury caused to any buildings which are in the course of construction.

19.3 You can draw the Loan in a maximum of eight (8) instalments. You will no longer be able to draw unused funds on the Loan once the Mortgage Term has expired, or the Agreement has ended.

19.4 We can refuse to allow you to draw unused funds on the Loan where there has been an adverse change in the facts and circumstances relating to the Loan since the date we made our Offer, which we reasonably consider is material. Examples of a material adverse change include where:

- (a) your circumstances have changed for the worse, to such an extent that, if you had applied for the Loan in your new circumstances, we would not have agreed to lend the Loan to you on the same (or broadly the same) terms and conditions;
- (b) your financial circumstances have changed since you applied for the Loan, in such a way that this is likely to have a serious impact on your ability to afford the Loan if we allowed you to draw further funds (for example, you have lost your job or you have taken out further secured borrowing); or
- (c) you have not complied with the conditions applying to the self build project set out in

## HOME LOAN GENERAL OFFER CONDITIONS with effect from 14 March 2025

these Mortgage Conditions and the Offer, and we reasonably believe that this will affect the value of the Property or the timescale for completion of the building project.

- 19.5 At the end of the Mortgage Term, you can apply to convert the Loan to a residential home Loan, or you may be able to apply to extend the Mortgage Term.
- 19.6 Converting your Loan to a residential home Loan, or extending the Mortgage Term, is subject to conditions, as follows:
- (a) the new Loan, or the request to extend the Mortgage Term, must meet our lending criteria and checks at the time you want to make the change. Our checks will include us considering whether the updated value of the Property is sufficient to support the new Loan or allow us to extend the Mortgage Term. We will also consider your financial circumstances at the time and we may carry out a full affordability assessment, including updated credit reference agency checks; and
  - (b) you must pay our valuation fee for the updated valuation of the Property. Our valuation fees are set out in our Tariff, but we will let you know the current fee when you contact us to tell us that you want to convert your Loan or extend the Mortgage Term.
- 19.7 If we agree to allow you to convert your Loan to a residential home Loan, we will send you a new Offer which you will be asked to accept if you wish to proceed.
- 19.8 The Interest Rate(s) under your new Loan will be based on our range of Interest Rates for the type of Loan you select as set out on our website. Your new rate(s) could be higher than the existing Interest Rate(s) set out in your current Agreement.
- 19.9 If we agree to extend the Mortgage Term, we will send you a document agreeing to this and setting out the new Mortgage Term, the new monthly payments and any other additional terms which apply as a result of the extension of the Mortgage Term. You will be asked to accept this if you wish to proceed.

### Security

#### 20. Security

- 20.1 By entering into the Mortgage Deed, you give us security over the Property to protect us in case you and/or any other borrower(s) do not keep to your and/or their obligations under the Agreement. If we enforce the Mortgage Deed, we need to take certain steps which are set out in these Mortgage Conditions. You must take any steps that we reasonably believe necessary in order for us or any receiver we appoint to enforce our rights under the Mortgage Deed.
- 20.2 The Mortgage Deed is a continuing security for the Mortgage Debt. We do not have to discharge the Mortgage Deed until you have repaid the Mortgage Debt in full. The security created by the Mortgage Deed will not be released or discharged where any of the following events takes place:
- (a) we give you or any other person time for payment;
  - (b) we make any payment arrangements with you or any other person; or
  - (c) we release any person who has guaranteed or provided security for the Mortgage Debt (or for any other obligations that are secured by the Mortgage Deed).
- 20.3 The Mortgage Deed is separate from and will not be affected by any other security (including any guarantee) we hold or obtain in relation to the Mortgage Debt.
- 20.4 The Mortgage Deed is also a continuing security for any other amounts you may owe to us, now or in the future. For example, the Mortgage Deed will also be a continuing security for Additional Borrowing, if we provide this to you. This means that the security over your Property may be for much more than the Mortgage Debt. In this case, we do not have to discharge the Mortgage Deed until you have repaid everything that you owe us in full, even if you have repaid the Mortgage Debt.
- 20.5 Until you have repaid the Mortgage Debt, we will not release any other Property that we hold as security for the Mortgage Debt.
- 20.6 (Where there is more than one of you) If we release any of you from your liability under the Agreement and/or the Mortgage Deed, this will not affect the obligations of the person(s) who we do not release. That person (or those persons) will continue to be bound by the Agreement and the Mortgage Deed.

## HOME LOAN GENERAL OFFER CONDITIONS with effect from 14 March 2025

- 20.7 As continuing security for the Mortgage Debt and all other amounts you may owe us now or in the future, you charge to us:
- (a) any rights you have under any Agreement or guarantee relating to the Property;
  - (b) any rights you have to claim damages in relation to the Property (such as a claim arising from a misrepresentation about the value of the Property, or against someone who has damaged the Property);
  - (c) any rights you have to shares in a management or residents' company or similar association because of your interest in the Property;
  - (d) all easements (or if the Property is in Scotland, servitudes) and rights which benefit the Property;
  - (e) any right you may have to compensation or insurance money payable in respect of the Property;
  - (f) any right you may have to extend the term of any lease of the Property or to take a new lease or acquire the freehold or other such interest in the Property; and
  - (g) any leasehold or freehold interest in the Property which you acquire after the date of the Mortgage Deed.
- 20.8 You must take any action in respect of the rights set out in condition 20.6 which we reasonably ask you to. In particular, you must sign a document (in the form we reasonably request) charging or assigning any of these rights to us as security for the Mortgage Debt and all other amounts you may owe us now or in the future, if we ask you to. For example, if the Property is leasehold Property and you extend the term of the lease or you acquire the freehold of the Property, you must sign a new Mortgage Deed giving us security over the extended term or the freehold interest if we ask you to. Likewise, if you acquire any extra land and this is added to your Property, you must sign a new Mortgage Deed giving us security over the additional land and/or the Property as extended.
- 20.9 You must tell us without delay if you acquire any additional rights or interests in relation to the Property.
- 20.10 If, on sale of the Property, whether on enforcement of the Mortgage Deed or otherwise, the net proceeds are not enough to repay all or the Mortgage Debt and any other amounts you owe us, you must pay the shortfall to us. You must pay the shortfall even if we have given you a deed of discharge (or if the Property is in Scotland, a discharge) of the Mortgage Deed. We will continue to charge interest on the shortfall at the Interest Rate (or the rate set by the court, if applicable) until it is paid.

### **Your obligations in relation to the Property**

#### **21. Your obligations in relation to the Property**

- 21.1 You must:
- (a) keep the Property in good repair and condition at all times to our reasonable satisfaction, and carry out any necessary repairs. These include any repairs that we say you must carry out in the Offer. You must carry out those repairs within the time set out in the Offer or, if the Offer does not set a time frame, within a reasonable period of time;
  - (b) make sure that any unfinished building or works on the Property are completed without delay and to an appropriate standard;
  - (c) keep all the utilities on the Property and any heating system in good working order;
  - (d) allow us or our agents to go into the Property at any reasonable time, and on not less than forty-eight (48) hours' notice in order to:
    - (i) inspect the state of repair and condition of the Property;
    - (ii) carry out a valuation of the Property; or
    - (iii) carry out work which we have asked you to do and which you have not done within a reasonable time.

We will not be treated as being in possession of the Property or any part of it by exercising our rights under this condition, unless we are in actual physical possession;

## HOME LOAN GENERAL OFFER CONDITIONS

with effect from 14 March 2025

- (e) where the Property is in Northern Ireland, England or Wales and is leasehold, comply with all of the tenants' obligations under the lease;
  - (f) keep to all undertakings, covenants and laws which affect the Property or its use;
  - (g) comply with all your obligations to any other lender who has a security interest over the Property;
  - (h) pay all existing and future insurance premiums, rents, ground rents, taxes, outgoings, rent charges, service charges and any other money payable in relation to the Property on time, and produce the receipts to us if we ask you to. If you do not make payment on time and we reasonably believe there is a risk to our security, we can make payment and add the amount to the Mortgage Debt as an Expense;
  - (i) send us a copy of any notice or other document (including any demand for payment of ground rent or any service charge) affecting the Property within fourteen (14) days of receiving it from any of the following (or anyone acting on their behalf):
    - (i) a landlord (if the Property is leasehold in Northern Ireland, England or Wales);
    - (ii) a rent charge owner (if the Property is subject to a rent charge);
    - (iii) anyone claiming a legal right over the Property;
    - (iv) any government department, local or other authority; and
    - (v) a commonhold association (if the Property is commonhold);
  - (j) take all reasonable steps to comply with the requirements set out in any notice referred to in paragraph (i) above, as well as any reasonable requirements we make once we have received the notice, within a reasonable period of time;
  - (k) if the Property is leasehold, inform us of any proposal or notice you send to the landlord to convert the leasehold title to commonhold, or to renew or extend the term of the lease;
  - (l) inform us before you apply to a local authority or similar body for any Loan or grant for the repair or improvement of the Property. This is because the Loan or grant may be subject to conditions which say that the whole or part of the grant is to be repaid in certain circumstances, for example if you do not live in the Property for a certain period. You must not accept any such Loan or grant unless we agree otherwise in writing; and
  - (m) provide us with such further information and documentation relating to any of the above events as we reasonably request.
- 21.2 Except in the case of an Investment Property Loan, you must occupy the Property for residential purposes as a single dwelling, unless we agree otherwise in writing.
- 21.3 You must not do any of the following, unless we agree otherwise in writing:
- (a) alter the structure of the Property or add anything to it, demolish all or any part of the Property or change its use. Where necessary, you must also obtain the approval of the local planning authority to the changes;
  - (b) if the Property is in Northern Ireland, carry out, or allow to be carried out, any development as defined in the Planning Act (Northern Ireland) 2011;
  - (c) knowingly take any action in relation to the Property which is contrary to law or regulation;
  - (d) grant or agree to grant any lease, tenancy or licence of the Property. Where the Property is in England or Wales, any right you have under the Law of Property Act 1925 to grant leases does not apply;
  - (e) create or allow to exist any security (including a mortgage, charge or standard security) or overriding interest to exist over the Property;
  - (f) borrow any additional sums from any other lender who has a security interest over the Property;
  - (g) sell, dispose of, share or part with possession of the Property, or assign any of your rights or interest in the Property;

## HOME LOAN GENERAL OFFER CONDITIONS with effect from 14 March 2025

- (h) allow any person other than you to be registered as the proprietor of the Property;
  - (i) if the Property is leasehold, surrender the lease, agree to any changes in its terms or break any of its terms (including any term relating to the payment of ground rent and/or service charges) so as to allow the landlord to forfeit the lease;
  - (j) if the Property is subject to a lease, accept or grant a surrender of that lease or agree to change any of its terms;
  - (k) use the Property (or allow it to be used) for a trade or business;
  - (l) negotiate, settle or waive any claim for loss, damage or compulsory purchase in respect of the Property;
  - (m) abandon the Property, or leave the Property empty for more than two (2) months;
  - (n) remove anything of whatever nature which is intended to form part of the Property, unless it is replaced with something of a similar or greater value; or
  - (o) knowingly cause or allow the Property to become contaminated land under environmental laws.
- 21.4 We may charge you for any costs we reasonably incur in considering your request for consent (for example, if we need to obtain legal advice or advice from a valuer or surveyor). We can charge these whether or not we give consent. Wherever possible, we will let you know what the cost will be. If you proceed but do not pay our reasonable costs on request, we can add these to the Mortgage Debt as an Expense.
- 21.5 If you do not comply with your obligations set out in this condition, we can do anything which you should have done. If we do, you will be responsible for any costs we reasonably incur. We can add these to the Mortgage Debt as an Expense.
- 21.6 Where the Property is located in Scotland, certain Standard Conditions apply under the law of Scotland and form part of the Mortgage Deed. These Standard Conditions are set out in the Conveyancing and Feudal Reform (Scotland) Act 1970. They will apply to the Mortgage Deed as varied by these Mortgage Conditions.
- 22. Insuring the Property**
- 22.1 The Offer explains that you must have insurance for the Property while the Mortgage Debt remains outstanding. This means that:
- (a) you must take out and maintain a comprehensive policy at your own cost against all usual house insurance risks. These risks include fire, explosion, earthquake, storm, flood, escape of water or oil, subsidence, heave, landslip and malicious damage. The policy must be for the full reinstatement of the Property, including clearing the site and paying all fees and Expenses. The amount of cover must be index-linked and must be reviewed annually. The insurance cover must remain in place until the Mortgage Debt has been repaid to us in full;
  - (b) if the Property is leasehold or commonhold, and the terms of the lease or the commonhold community statement say that the Property is to be insured by a third party (such as the landlord), then you do not need to insure the Property separately. However, you must make sure that the Property remains insured against all risks set out in paragraph (a) above while the Mortgage Debt remains outstanding. To the extent that the third party insurance does not cover these risks, you must take out and maintain additional insurance to cover these risks.
- 22.2 You must take out and maintain the insurance at your own cost, and make sure that our interest as lender is noted on the policy.
- 22.3 If you do not maintain insurance as set out above, we can take out this insurance and pay any premiums and other costs necessary to obtain and maintain it. We will add these costs to the Mortgage Debt as an Expense. We will decide on the amount of cover and the risks to be insured, and we do not need to make sure that the cover is suitable for your purposes.
- 22.4 If we are unable to obtain suitable insurance cover, we can instead take out such insurance, on such terms, as we reasonably believe is adequate to cover our risk of suffering financial loss because the Property is not insured. We can add our costs of obtaining and maintaining this insurance to the Mortgage Debt as an Expense. However, in this case the insurance will



## HOME LOAN GENERAL OFFER CONDITIONS with effect from 14 March 2025

only protect us, not you. Any claim we make will only be for our benefit, which means that condition 22.7 will not apply in this case.

- 22.5 Where we arrange insurance, we are entitled to any commission or other benefit we receive and we do not have to give you details of any such commission or benefit.
- 22.6 You must not do anything, or allow anything to be done, which could make the insurance invalid or more difficult or expensive to obtain or maintain, or which would affect your ability to make a claim under the insurance policy.
- 22.7 We can, on your behalf, settle and adjust any claims under the insurance. Where the insurance pays out on a claim, we can receive the money paid out. If you receive it, you must hold it in trust on our behalf, keeping it separate from your other money, and pay it to us without delay. The insurance proceeds will be used as you choose (subject to any requirements imposed under the insurance policy) to either:
- (a) rebuild or repair the Property; or
  - (b) reduce or pay off the Mortgage Debt.
- 22.8 You must inform us without delay of any event that may give rise to a claim under the insurance.

### **Our rights if you do not meet your obligations**

#### **23. When we can ask for immediate repayment of the Mortgage Debt**

- 23.1 If any of the following happens, we can demand that you immediately repay the Mortgage Debt and we can take the actions set out in condition 24 (if the Property is in Northern Ireland, England or Wales) or condition 25 (if the Property is located in Scotland):
- (a) you have failed to keep up payments under the Agreement and the total amount which is overdue is equal to two (2) monthly payments or more;
  - (b) you fail to repay the Mortgage Debt at the end of the Mortgage Term;
  - (c) you fail to comply with any other serious obligations under this Agreement, and either:
    - (i) this failure cannot be put right, or
    - (ii) if the failure can be put right, you have not put it right within a reasonable time of us giving you written notice of it;
  - (d) you persistently fail to comply with any of your obligations under this Agreement (other than your payment obligations to us under the Agreement, which are covered in paragraphs (a) and (b)). For example, this would apply if you persistently fail to pay ground rent or service charges in full and on time;
  - (e) you fail to comply with your obligations to us under any other Agreement you have with us which is secured by the Mortgage Deed, and (according to the terms of that other Agreement) this entitles us to enforce our rights under the Mortgage Deed;
  - (f) you are made bankrupt or, in Scotland, sequestrated;
  - (g) you enter into (or propose to enter into) a voluntary arrangement, grant a trust deed for the benefit of your creditors, or enter into an arrangement with your creditors, or apply for an interim order;
  - (h) any person with an interest in the Property starts proceedings for possession, or to realise or enforce their interest in the Property;
  - (i) the Property is taken into trust for the benefit of your creditors;
  - (j) unless we have agreed otherwise in writing, the Property is sold or a further interest or trust is created over the Property;
  - (k) the Property is abandoned or compulsorily purchased or acquired by a local authority or the government (for example, a local authority forces you to sell the Property to them);
  - (l) the Property has any restrictions placed on its use, or a substantial part of the Property has been demolished or damaged (and this cannot be put right using the proceeds of buildings insurance) and as a result the value of the Property has decreased or will decrease;

## HOME LOAN GENERAL OFFER CONDITIONS

with effect from 14 March 2025

- (m) if the Property is in Scotland, you have failed to comply with a calling up notice we have sent you;
- (n) you die or, where there is more than one of you, the last survivor of you dies;
- (o) the Loan has been obtained as a result of your fraud;
- (p) we discover that you knowingly provided incomplete or inaccurate information that we relied on when assessing your ability to repay the Loan, and if we had received complete and accurate information we would not have offered you the Loan on the same (or broadly the same) terms and conditions;
- (q) the Mortgage Deed is no longer valid or legally binding as a first legal charge (or first ranking standard security) for any reason, and either:
  - (i) this cannot be put right, or
  - (ii) if it can be put right, you have not helped us put it right within a reasonable time of us giving you written notice of it;
- (r) anything else happens which you have agreed in writing with us makes the Mortgage Debt immediately repayable.

### **24. If the Property is located in Northern Ireland, England or Wales: action we can take on default**

24.1 This condition applies if the Property is located in Northern Ireland, England or Wales. It applies if any of the events set out in condition 23 has occurred.

24.2 We have the power to sell the Property given to us by:

- (a) section 19 of the Conveyancing and Law of Property Act 1881 and section 4 of the Conveyancing Act 1911 if the Property is in Northern Ireland; and
- (b) section 101 of the Law of Property Act 1925, if the Property is in England or Wales.

This power will be available to us from the date of the Mortgage Deed, but we will only use it, if any of the events set out in condition 23 has occurred.

24.3 We can demand that you leave the Property so that we can take possession of the Property and/or, if the Property is let, we can collect the rent.

24.4 We can seek a court order instructing you to give us possession of the Property and/or to pay us the Mortgage Debt. If we obtain a court judgment against you for the Mortgage Debt (or part of it), you must pay interest on that amount at the rate set by the court or, if the court does not set a rate, at the Interest Rate.

24.5 We can also exercise all the other powers conferred on mortgagees by:

- (a) the Conveyancing and Law of Property Act 1881 and the Conveyancing Act 1911, if the Property is in Northern Ireland; or
- (b) the Law of Property Act 1925, if the Property is in England or Wales,

The powers set out in the relevant Act(s) are varied by this condition 24. We can exercise those powers without the restrictions that we have disappplied, as explained in this condition 24.

24.6 If the Property is in Northern Ireland, the Conveyancing and Law of Property Act 1881 sets out certain rules in relation to the enforcement of security and the appointment of receivers. It is typical for a mortgage lender to choose not to apply some of those rules. We disapply or amend the following rules:

- (a) section 17 of the Conveyancing and Law of Property Act 1881 is disappplied, so that we can exercise our right to consolidate (combine) Mortgage Debts. This will apply where you owe us money under two or more separate Loans which are secured on the Property. This means that we can insist that you repay each Loan secured on the Property at the same time, if any of the events set out in condition 23 has occurred;
- (b) section 24(8) of the Conveyancing and Law of Property Act 1881 is amended to allow a receiver to use any money received by the receiver, to repay any money owing, in such order of priority as we and any receiver reasonably agree, rather than a specific

## HOME LOAN GENERAL OFFER CONDITIONS with effect from 14 March 2025

order set out in those rules. Condition 24.15 explains how any amount received by us or the receiver is applied;

- (c) section 24(6) of the Conveyancing and Law of Property Act 1881 is disapplied. A receiver can charge any amount for his or her services which we reasonably agree; and
- (d) sections 18 and 20 of the Conveyancing and Law of Property Act 1881 and section 3 of the Conveyancing Act 1911 set out some specific powers in relation to dealing with a Property, including powers of sale and restrictions on granting leases. These do not apply. We or any receiver will be able to deal with the Property in any way we see fit, provided that we or any receiver act reasonably and do not breach the Agreement.

24.7 If the Property is in England or Wales, the Law of Property Act 1925 sets out certain rules in relation to the enforcement of security and the appointment of receivers. It is typical for a mortgage lender to choose not to apply some of those rules. We disapply or amend the following rules:

- (a) section 93 of the Law of Property Act 1925 is disapplied, so that we can exercise our right to consolidate (combine) Mortgage Debts. This will apply where you owe us money under two or more separate Loans which are secured on the Property. This means that we can insist that you repay each Loan secured on the Property at the same time, if any of the events set out in condition 23 has occurred;
- (b) section 109(8) of the Law of Property Act 1925 is amended to allow a receiver to use any money received by the receiver, to repay any money owing, in such order of priority as we and any receiver reasonably agree, rather than a specific order set out in those rules. Condition 24.15 explains how any amount received by us or the receiver is applied;
- (c) section 109(6) of the Law of Property Act 1925 is disapplied. A receiver can charge any amount for his or her services which we reasonably agree; and
- (d) sections 99, 100 and 103 of the Law of Property Act 1925 set out specific powers in relation to dealing with a Property, including powers of sale and restrictions on granting leases. These do not apply. We or any receiver will be able to deal with the Property in any way that we see fit, provided that we or the receiver act reasonably and do not breach the Agreement.

24.8 We can appoint one or more persons to be a receiver of all or any part of the Property and any other security we hold for the Mortgage Debt and any other amounts you owe to us which are secured by the Mortgage Deed. Each receiver we appoint will have all the powers of a receiver that are set out in:

- (a) the Law of Property Act 1925, if the Property is in England or Wales; or
- (b) the Conveyancing and Law of Property Act 1881 and the Conveyancing Act 1911, if the Property is in Northern Ireland,

The powers set out in the relevant Act(s) are varied by this condition 24. Any receiver can exercise those powers without the restrictions that we have disapplied, as explained in this condition 24.

24.9 Where we appoint more than one receiver, we can give them the power to act either together or on their own. We can remove a receiver and appoint another in his or her place at any time. Where a receiver has resigned or ceased acting for you, we can appoint another receiver in their place.

24.10 Although we appoint the receiver, the receiver will act for you and in your name (not ours), and you alone will be responsible for anything the receiver does or does not do. You will also be responsible for paying the receiver's fees, as well as any other Expenses, demands or liabilities the receiver incurs in carrying out his or her duties, unless it can be shown they have been incurred through misconduct, fraud or negligence. A receiver can charge any amount for his or her services which we reasonably agree.

24.11 We and any receiver can also employ and pay other agents to act in place of ourselves or the receiver. Those agents will be treated as your agents and you will be responsible for their fees and expenses, provided these are reasonable.

HOME LOAN GENERAL OFFER CONDITIONS  
with effect from 14 March 2025

- 24.12 We or any receiver can do any of the following as your agent, without your consent and without giving you prior notice:
- (a) generally manage the Property, including collecting and receiving all rents, developing, building or completing any building, arranging any necessary repairs and maintenance, making improvements or alterations, ensuring compliance with local authority requirements, complying with enforcement notices, maintaining, renewing or increasing insurance cover, and serving notices under relevant legislation relating to tenancies;
  - (b) take possession of the Property, and take any action or proceedings necessary to do so;
  - (c) sell, agree to sell or grant an option over the Property or any part of it (whether or not we or the receiver have taken possession) for a price, and on such terms, as we (or the receiver) reasonably decide;
  - (d) let, sublet or agree to let or sublet the Property or any part of it on such terms as we (or the receiver) reasonably decide;
  - (e) vary, renew, end, surrender or accept surrenders of leases, tenancies or licences over the Property:
    - (i) either with or without any payment, including any money paid to a lessee or tenant in the case of a surrender;
    - (ii) with any rights relating to other parts of the Property;
    - (iii) containing any other obligations or covenants on our part, or on the part of anyone else; and
    - (iv) generally, on such terms as we (or the receiver) reasonably decide;
  - (f) make any arrangements or compromises relating to any lease of the Property, and any covenants, conditions or restrictions relating to the Property or to anything else;
  - (g) apply for or renew any planning and other consents and/or licences;
  - (h) sell any freehold or leasehold reversions created as a result of letting or subletting the Property;
  - (i) where the Property has been let or sublet, exercise all the powers and duties that the law confers on landlords at the time;
  - (j) pay amounts received in order to pay the receiver's and any agent's fees and Expenses, and to repay what you owe us, as explained in condition 24.15;
  - (k) take any other action in your name or otherwise, and exercise any powers or authorities, as we or the receiver reasonably consider appropriate, as if we or the receiver were the actual owner of the Property;
  - (l) carry on any trade or business which is carried on by you at the Property;
  - (m) do anything else that we (or the receiver) may consider to be incidental to our (or the receiver's) powers, or which may usefully be done in exercising those powers;
  - (n) do anything else the law allows us to do as mortgagee (or the receiver to do as receiver) in connection with the Property.
- 24.13 The following rules will apply where there is any prior mortgage(s) affecting the Property:
- (a) we or any receiver can sell the Property subject to, or discharged from, any prior mortgage, and we (or the receiver) can take an indemnity from the buyer; and if the holder of a prior mortgage enforces their security (or take steps to do so), we (or the receiver) can do whatever we (or the receiver) consider necessary in order to have the prior mortgage transferred to us. If this happens, you must pay to us (1) the amount paid to the holder of the prior mortgage for making the transfer; plus (2) our (and/or the receiver's) reasonable costs in connection with the transfer. We will add these amounts to the Mortgage Debt, and interest will be charged on the increased Mortgage Debt at the Interest Rate.
- 24.14 If we or a receiver take possession of the Property, you must remove all items belonging to you or to someone else, including pets, livestock, furniture and other moveable physical items (but excluding fixed items, unless we agree otherwise in writing) from the Property within

HOME LOAN GENERAL OFFER CONDITIONS  
with effect from 14 March 2025

seven (7) days. If you do not do this, then we or the receiver can:

- (a) deal with these as your agents and add the costs of doing so, to the Mortgage Debt as an Expense;
- (b) remove, store, sell, rent or otherwise dispose of any items. If we sell anything belonging to you, we or the receiver will give you any proceeds received less our or the receiver's reasonable Expenses incurred in dealing with these; and
- (c) remove and store anything which we know does not belong to you. We will add the costs of doing so to the Mortgage Debt as an Expense. Nothing in this Agreement gives us (or any receiver) a right in any of the items belonging to you or someone else, except where:
  - (i) you do not remove physical items belonging to you or someone else, in which case we can exercise our rights under this condition 24.14; or
  - (ii) the items form part of the Property.

- 24.15 Any money that we or the receiver receive in exercising our or their powers will be (as far as the law allows) applied in the following order:
- (a) firstly, to pay the fees and Expenses of the receiver and any agent which relate to the exercise of their powers, as well as our costs and Expenses in exercising our powers;
  - (b) secondly, to repay the principal amount outstanding of the Mortgage Debt;
  - (c) thirdly, to repay any unpaid interest up to the date of our demand for repayment of the Loan;
  - (d) fourthly, to repay remaining unpaid interest which has arisen after the date of our demand for repayment of the Loan;
  - (e) fifthly, to repay any remaining part of the Mortgage Debt; and
  - (f) finally if any money remains after that, it will be paid to the person entitled to that money.
- 24.16 In exercising our powers under this condition 24, we (or our receiver) will not be responsible for any loss or damage caused by us (or our receiver) exercising these powers, unless we (or our receiver) fail to take reasonable care.
- 24.17 No person who acquires any interest in the Property is obliged to check whether we have complied with our obligations under this condition 24.
- 24.18 The powers given to us and/or to any Receiver under this Agreement are in addition to any other powers given to us (or to the Receiver) by law.

**25. If the Property is in Scotland: action we can take on default**

- 25.1 This condition only applies if the Property is in Scotland. It applies if any of the events set out in condition 23 has occurred.
- 25.2 We can give you a notice, demanding that you leave the Property within seven (7) days of our notice, so that we can take possession of the Property and/or, if the Property is let out, we can collect the rent. You must leave the Property before the notice period expires. We can bring a court action to force you to leave the Property (a warrant for summary ejection) in the Sheriff Court of the district in which the Property is located.
- 25.3 We can seek a court order instructing you to give us possession of the Property and to pay us the Mortgage Debt. If we obtain a court decree against you for the Mortgage Debt (or part of it), you must pay interest on that amount at the rate set by the court or, if the court does not set a rate, at the Interest Rate.

HOME LOAN GENERAL OFFER CONDITIONS  
with effect from 14 March 2025

25.4 We can do the following:

- (a) generally manage the Property, including collecting and receiving all rents, developing, building or completing any building, arranging any necessary repairs and maintenance, making improvements or alterations, ensuring compliance with local authority requirements, complying with enforcement notices, maintaining, renewing or increasing insurance cover and serving notices under relevant legislation relating to tenancies;
- (b) take possession of the Property and take any action or proceedings necessary to do so;
- (c) sell, agree to sell or grant an option over the Property for a price and on such terms as we reasonably decide;
- (d) let, sublet or agree to let or sublet the Property or any part of it on such terms as we reasonably decide;
- (e) vary, renew, end, surrender or accept surrenders of leases, tenancies or licences over the Property:
  - (i) either with or without payment, including any money paid to a lessee or tenant in the case of a surrender;
  - (ii) with any rights relating to other parts of the Property;
  - (iii) containing any other obligations or covenants on our part, or on the part of anyone else; and
  - (iv) generally, on such terms as we reasonably decide;
- (f) where the Property has been let or sublet, exercise all the powers and duties that the law confers on landlords at the time;
- (g) make any arrangements or compromises relating to any lease of the Property and any covenants, conditions or restrictions relating to the Property or to anything else;
- (h) apply for or renew any planning and other consents and/or licences;
- (i) pay amounts received in order to repay what you owe us;
- (j) meet any of the Standard Conditions of the Conveyancing and Feudal Reform (Scotland) Act 1970 which you have not met. If we do this, you will be responsible for all the costs and Expenses that we reasonably incur. We can add these to the Mortgage Debt as an Expense;
- (k) take any other action in your name or otherwise and exercise any powers or authorities, as we reasonably consider appropriate, as if we were the actual owner of the Property; and
- (l) do anything else the law allows us to do as heritable creditor in connection with the Property.

25.5 If we have issued a calling up notice in the correct manner (under section 19 of the Conveyancing and Feudal Reform (Scotland) Act 1970), demanding repayment of the Mortgage Debt (and/or any other amounts you have owing to us at the time) in full and you have not complied with the calling up notice that we have issued:

- (a) you will be in default for the purposes of Standard Condition 9 of the Standard Conditions set out in the Conveyancing and Feudal Reform (Scotland) Act 1970; and
- (b) we can exercise all powers given to heritable creditors by (1) the Conveyancing and Feudal Reform (Scotland) Act 1970 and (2) the Homeowner and Debtor Protection (Scotland) Act 2010. This means that we are allowed to use all of the powers that those Acts give to us, as lenders, to take the necessary steps to protect our security over the Property and to seek repayment of the Mortgage Debt and/or any other amounts you owe to us.

HOME LOAN GENERAL OFFER CONDITIONS  
with effect from 14 March 2025

- 25.6 We can employ and pay other agents to act in place of ourselves. Those agents will be treated as your agent and you will be responsible for their fees and Expenses, provided these are reasonable.
- 25.7 The following rules will apply where there is any prior mortgage(s) affecting the Property:
- (a) we can sell the Property subject to, or discharged from, any prior mortgage and we can take an indemnity from the buyer; and
  - (b) if the holder of a prior mortgage enforces their security (or take steps to do so), we can do whatever we consider necessary in order to have the prior mortgage transferred to us. If this happens, you must pay to us (1) the amount paid to the holder of the prior mortgage for making the transfer; plus (2) our reasonable costs in connection with the transfer. We will add these amounts to the Mortgage Debt, and interest will be charged on the increased Mortgage Debt at the Interest Rate.
- 25.8 If we take possession of the Property, you must remove all items belonging to you or to someone else, including pets, livestock, furniture and other moveable physical items (but excluding fixed items, unless we agree otherwise in writing) from the Property within seven (7) days. If you do not do this, then we or our agents can:
- (a) deal with these as your agent and add the costs of doing so to the Mortgage Debt as an Expense;
  - (b) remove, store, sell, rent or otherwise dispose of any items. If we sell anything belonging to you, we or our agents will give you any proceeds received less our agents' reasonable Expenses incurred in dealing with these; and
  - (c) remove and store anything which we know does not belong to you. We will add the costs of doing so to the Mortgage Debt as an Expense.
- 25.9 Nothing in this Agreement gives us a right in any of the items belonging to you or someone else, except where:
- (a) you do not remove physical items belonging to you or someone else, in which case we can exercise our rights under condition 25.8; or
  - (b) the items form part of the Property.
- 25.10 Any money that we receive in exercising our or their powers will be (as far as the law allows) applied in the following order:
- (a) firstly, to pay the fees and Expenses of any agent which relate to the exercise of their powers;
  - (b) secondly, to repay us the Mortgage Debt; and
  - (c) finally, if any money remains after that, it will be paid to the person entitled to that money.
- 25.11 In exercising our powers under this condition 25, we will not be responsible for any loss or damage caused by us exercising these powers, unless we fail to take reasonable care.
- 25.12 No person who acquires any interest in the Property is obliged to check whether we have complied with our obligations under this condition 25.
- 25.13 The powers given to under this Agreement are in addition to any other powers given to us by law.
- 26. Set-off and consolidation**
- 26.1 If any amount owed by you under the Agreement is presently due and payable and we hold money to your credit in any way, for example in a current account or savings account, we can set-off or transfer the credit balance to reduce what you owe us. This is called a right of "set-off".
- 26.2 We can also combine or consolidate accounts we hold for you (for example, by transferring balances across into a single account). This is called a right of "consolidation".

- 26.3 We will give you at least fourteen (14) days' notice before we exercise our rights of set-off and/or consolidation.
- 26.4 We will not exercise our rights where law or regulation prevents this. For example, we will not use our rights to take any money out of your current account or savings account where we think you need this to meet essential living Expenses or certain important debts that regulation says we must give priority to. Also, we will not take any money which does not belong to you.

### **Other rules relating to the Property**

#### **27. Valuations**

- 27.1 Any valuation report we obtain is solely for the purpose of us deciding whether the Property will be adequate security for the Mortgage Debt. It is only for our benefit, and if we share it with you then it is for your information only. You should not rely on the valuation report for any other purpose. For example, it does not mean that the condition of the Property, or the price you are paying for the Property, is reasonable.

#### **28. Management companies**

- 28.1 If you hold a share in a management or residents' company or similar association because of your interest in the Property, we will exercise all rights under condition 29 and act as your attorney. You must deposit any share certificate with us, together with a signed share transfer form with the name of the transferee left blank, if we ask for this.
- 28.2 We will be entitled to do any of the following things on your behalf:
- (a) transfer the share to any person to whom we have sold the Property under our power of sale and receive payment or other consideration for that transfer; and
  - (b) exercise any voting rights as a result of us having taken possession of the Property.

#### **29. Power of attorney**

- 29.1 We and (where applicable) any receiver appointed by us over the Property may need to take certain action (including signing documents) on your behalf to protect our security over the Property. You therefore appoint us and (where applicable) any receiver appointed by us to be your attorney to take such action where necessary. This means that we (and any receiver) are legally entitled either individually or jointly to act on your behalf and what we (and/or the receiver) do, will bind you as though you had done it yourself.
- 29.2 If there are two or more of you, then you agree that we and any receiver appointed will be attorney for each of you individually, as well as for all of you jointly.
- 29.3 You agree to sign any document and do anything else which we reasonably request you to do in order to:
- (a) perfect or improve any security created or intended to be created for the repayment of the Mortgage Debt and any other amounts you owe to us that are secured by the Mortgage Deed;
  - (b) help the exercise or the proposed exercise by us of any of our powers under the Agreement; and
  - (c) protect, manage or sell the Property or any other security for the repayment of the Mortgage Debt and any other amounts you owe to us that are secured by the Mortgage Deed.
- 29.4 Under the power of attorney, we may execute any document or do anything which you are obliged to do under the Agreement, including:
- (a) signing and completing any document which is needed to make good any defect in your title to the Property or in the Mortgage Deed;
  - (b) transferring your share or interest in any management or residents' company, or your legal or beneficial interest in the freehold or leasehold reversion of the Property when we exercise our powers as mortgagee to sell or lease the Property;



HOME LOAN GENERAL OFFER CONDITIONS  
with effect from 14 March 2025

- (c) entering into any variation of your title to the Property in order to protect or enhance our security; and
  - (d) settling any claim made by your landlord, management company or commonhold association (if the Property is leasehold or commonhold), or rent charge owner (if the Property is subject to a rent charge) if we think it is reasonable for us to settle it, in order to protect our security or maintain its value, even though you may dispute the sum claimed.
- 29.5 We will be entitled to delegate our power of attorney to third parties, where this is reasonably necessary to help exercise our powers under the Mortgage Deed.
- 29.6 We will not be liable for anything which is done under the power of attorney, unless we have failed to use reasonable care in exercising our power.
- 29.7 You cannot revoke this power of attorney until the Mortgage Debt, and any other amounts you owe to us which are secured by the Mortgage Deed, have been fully repaid and the Mortgage Deed has been released.

**30. Compensation from third parties**

- 30.1 You may at some time be entitled to recover money or damages:
- (a) to correct or compensate for defects or damage relating to the Property, or the title to the Property; or
  - (b) for any breach of contract or wrongful act or omission which may have caused damage to the Property or to the title to the Property, or caused you to accept the Property or the title to the Property in a damaged or defective condition.
- 30.2 If the Property suffers any damage for which compensation is or may be payable under the Criminal Damage (Compensation) (Northern Ireland) Order 1977, you will immediately tell us about the circumstances giving rise to the damage and you will make sure that a claim for compensation is made within the timescales set out by the Order.
- 30.3 If you recover any money, or receive damages or compensation, as set out above, you can choose to either:
- (a) rebuild or repair the Property; or
  - (b) reduce or pay off the Mortgage Debt.

**31. Storage of deeds**

- 31.1 You or your legal representative must provide us with the title deeds and any other title documentation in relation to the Property for us to hold, if we request this.
- 31.2 Where we hold the title deeds to the Property, you can ask us to send them temporarily to your legal representative, or to supply copies to you or your legal representative. We can impose reasonable conditions when we do so. Our charge for sending the deeds or copies is set out in the Tariff.

**Danske Re:pay Mortgage**

**32. How the Danske Re:pay Mortgage works**

- 32.1 Conditions 32 and 33 apply if your Offer states that your Loan is a Danske Re:pay Mortgage.
- 32.2 You can use your Mortgage Account in the same way you use a current account. For example, you can make electronic payments (such as Faster Payments); make payments using the card we give you for use with the Mortgage Account; and write cheques. If you make payments into your Mortgage Account (for example, if you have your salary paid into your Mortgage Account), this will reduce your Cleared Balance. If you make payments from your Mortgage Account, this will increase your Cleared Balance.
- 32.3 When you use your Mortgage Account to make payments, then our General Terms and Conditions – Personal Accounts apply to those payment transactions. The General Terms and Conditions – Personal Accounts are separate from the Mortgage Conditions. If these Mortgage Conditions contradict something set out in the General Terms and Conditions – Personal Accounts, then these Mortgage Conditions will take priority.

HOME LOAN GENERAL OFFER CONDITIONS  
with effect from 14 March 2025

- 32.4 We will tell you on the last calendar of each month how much interest is payable on your Loan. We will deduct this from your current account twelve (12) Business Days later.
- 33. How the Safety Limit works**
- 33.1 We will set a Safety Limit on your Loan when we set up your Mortgage Account. The Safety Limit is the maximum Cleared Balance we will allow you on your Loan.
- 33.2 The Safety Limit will reduce monthly during the Mortgage Term, so that by the end of the Mortgage Term the Safety Limit is zero. At the start of each month, we will tell you what your recalculated Safety Limit is, and what it will be the following month.
- 33.3 We can also reduce the Safety Limit at any time, or cancel it entirely, for any of the following reasons:
- (a) to respond to changes in the law, or decisions of a court, regulator, the Financial Ombudsman Service or similar body;
  - (b) to meet legal or regulatory requirements;
  - (c) to reflect new or amended industry guidance and codes of practice which relate to standards of consumer protection;
  - (d) where your financial circumstances have changed since you applied for the Loan, in such a way that this is likely to have a serious impact on your ability to afford the Loan if we allowed you to draw further funds (for example, you have lost your job or you have taken out further secured borrowing);
- 33.4 Where we make a reduction, we can do this as a single change, or we can do this in stages. We will notify you of the change and we will explain what reductions we have made or are making, and when they take effect. We will make sure that the monthly reductions in the Safety Limit become smaller, so that they only reach zero at the end of the Mortgage Term.
- 33.5 Any change we make to the Safety Limit will be proportionate to the reason(s) for the change.
- 33.6 You can make a request in writing at any time to reduce the Safety Limit. We will process your instruction straight away. If you do this, you can decide how your reduction will affect the monthly reductions in the Safety Limit going forward:
- (a) you can tell us if you want the Safety Limit to be reduced monthly by the same amount as before. If you select this option, this will shorten the Mortgage Term, meaning that you will have to repay the Loan sooner; or
  - (b) you can tell us to keep the Mortgage Term the same. We will then make sure that the monthly reductions in the Safety Limit become smaller, so that they only reach zero at the end of the Mortgage Term.
- 33.7 If you do not tell us which option you want to choose, we will continue to reduce the Safety Limit by the same monthly amount as before, meaning this will shorten the Mortgage Term and you will have to repay the Loan sooner.
- 33.8 You must keep the balance on your Mortgage Account within the Safety Limit. If the balance on your Mortgage Account goes above the Safety Limit, we will contact you to inform you. You must repay the excess without delay. We can charge you a higher rate of interest on the excess and details of this higher rate are set out in your Offer. We will tell you what this Interest Rate is when we contact you. Condition 23 explains what we can do if you do not keep within the terms of your Agreement with us.
- 33.9 Where there are more than one of you and we receive notice, or we become aware, that there is a disagreement between you (for example, there is a dispute about the Mortgage Account, or you divorce or separate), we will stop the account. This means that you will not be able to draw funds from the Mortgage Account until we receive instructions from all account holders. Your Safety Limit will continue to reduce during any period where the Mortgage Account has been stopped. Stopping the Mortgage Account will not prevent you from making repayments.

## General Conditions

### 34. Changes to other provisions

- 34.1 This condition applies to changes we can make to the provisions of the Agreement or the Mortgage Deed, except for changes to:
- (a) the monthly payment (which are covered in condition 9);
  - (b) the payment day (which are covered in condition 10);
  - (c) the Interest Rate (which are covered in condition 13 or condition 14);
  - (d) the Tariff (which are covered in condition 15); and
  - (e) in the case of Loans which are Danske Re:pay Mortgages, the Safety Limit (which are covered in condition 33).
- 34.2 We can change the provisions of the Agreement and/or the Mortgage Deed (except for the provisions mentioned in condition 34.1 above) at any time, if it is reasonable to do so in order to:
- (a) make them easier to understand or fairer to you;
  - (b) reflect reasonable changes in our business or the technology we use, including if we merge with another organisation or transfer our rights and obligations under the Agreement to someone else; or
  - (c) reflect changes in legal or regulatory requirements.
- 34.3 Any change we make under this condition 34 will be proportionate to the reason(s) for the change. If the change is to your disadvantage, we will give you at least thirty (30) days' notice of the change. If the change is not to your disadvantage, we can make the change immediately and we will publish details of the change on our website.

### 35. Our power to transfer our rights and obligations

- 35.1 This condition sets out our right to transfer, in whole or in part, our rights and/or obligations under the Agreement, the Mortgage Deed and any other security we hold for the Mortgage Debt at any time. In this condition, the word "transfer" refers to any transfer, assignment or assignation, mortgage, sale or other disposition of rights.
- 35.2 We can transfer our rights and/or obligations as explained in this condition 35 without any further consent from or notice to you. If we ask you to sign any documents which we reasonably need in order to give effect to the transfer, you must do so.
- 35.3 Unless the terms of the transfer say otherwise, the transferee will be able to exercise all the rights, powers and remedies which we are able to exercise before the transfer. Your obligations to us will continue to exist and will be for the benefit of the transferee.
- 35.4 Where we transfer all or some of our obligations to the transferee, you will be able to enforce the transferred obligations against the transferee, in the same way as you could enforce them against us before the transfer.
- 35.5 If we transfer any of our rights and/or obligations to a transferee:
- (a) this will not reduce your rights or increase your obligations under the Agreement, the Mortgage Deed and any other security we hold for the Mortgage Debt; and
  - (b) this will not reduce any guarantees you have under or by virtue the Agreement, the Mortgage Deed and any other security we hold for the Mortgage Debt, including any protections that exist under general law or regulation.
- 35.6 We can, at any time, disclose to any actual or potential transferee of the Agreement, the Mortgage Deed and any other security we hold for the Loan and/or their funders (and to the agents, representatives and/or advisors of ours, the transferee and/or the funders) any information and documentation relating to:
- (a) you;
  - (b) the Loan;

HOME LOAN GENERAL OFFER CONDITIONS  
with effect from 14 March 2025

- (c) the Property;
  - (d) the Agreement;
  - (e) the Mortgage Deed;
  - (f) any other security we hold for the Mortgage Debt;
  - (g) the history and management of your Mortgage Account or any other account you hold with us;
  - (h) the results of any statistical, monitoring or quality analysis activity that we may carry out on your Mortgage Account from time to time; and
  - (i) any other relevant information.
- 35.7 Where any information or documentation that we disclose was originally supplied by you, you agree that the person(s) we disclose it to can rely on it being true and accurate at the time you supplied it.
- 35.8 You cannot transfer any of your rights or obligations under the Agreement, the Mortgage Deed, or any other security we hold for the Mortgage Debt.
- 36. Your costs**
- 36.1 You will bear your own costs in complying with all of your obligations under the Agreement, unless we agree otherwise in writing.
- 37. Notices and contact details**
- 37.1 We can send any notices, statements and other communications to you in any of the following ways:
- (a) by post. We will send our letter to the Property address. You will be treated as having received our letter five (5) days after we post it;
  - (b) by email, using the most recent email address you have given us. You will be treated as having received our email on the day after we send it, unless we receive a delivery error message; or
  - (c) by uploading the communication to a secure mailbox in your name on our website, and sending you an email, text, SMS or other electronic message (using the most recent contact details you have given us) to let you know that we have done this. You will be treated as having received the communication on the day after we send the email, text, SMS or other electronic message, unless we receive a delivery error message.
- 37.2 If there is more than one of you:
- (a) If you receive your statements electronically, these will be sent to the party named first on the Mortgage Account, unless you make other arrangements with us. If you receive your statements by post, and you live at the same address, we will send one statement addressed to both of you.
  - (b) any notice or other communication we send addressed to one of you will be treated as having been sent to all of you, unless we have agreed different arrangements with you.
- 37.3 If your contact details and/or contact phone number or email address change, you must promptly provide us with the new details in writing.
- 37.4 You must send any notice or other communication to us by post to our registered office, or to any updated address we may tell you about from time to time. When contacting us, please include your Mortgage Account number and the address of the Property. We will be treated as having received your letter five (5) days after you post it (by first class post). If we introduce any other ways that you can contact us, we will explain these on our website.
- 37.5 Any calls or electronic communications between you and us may be monitored and/or recorded for the purpose of keeping proper records of our communications, to improve the quality of our service and for your protection and security.
- 37.6 The Agreement and the Mortgage Deed are supplied to you in English and we communicate to you in English. We expect you to communicate with us in English.

**38. Accepting requests and instructions from you**

38.1 If there is more than one of you, we can (but do not have to) accept and act on requests and instructions relating to the Agreement from any of you.

**39. Amounts received in another currency**

39.1 If we or any receiver receive any money payable under this Agreement which is in a currency other than pounds sterling, the amount will be converted into pounds sterling using our exchange rate called the "Danske Bank Exchange Rate (UK) - Customer sells foreign currency rate". We will use the rate which applies at the time of conversion. You can find details of this rate on our website. The exchange rate varies throughout each day in line with changes in the currency markets. For this reason, you should treat the exchange rate shown on our website as applying only at the time you check.

**40. Mistakes**

40.1 If we seriously miscalculate the amount payable by you to us or make any other serious mistake about the mortgage, this will not affect any of our rights, including our ability to claim the right amount from you either before or after the mortgage has been released with Interest at the Interest Rate until repayment.

40.2 A receipt or letter saying the mortgage has been repaid in full will not prevent you from being personally liable if it is later found out that the amount of the Mortgage Debt was understated by mistake.

40.3 If we exercise our rights under this condition, we will act reasonably and we will take account of guidance from our regulator, the courts and ombudsman. We will not exercise our rights where it would be unfair for us to do so.

**41. Enforcing our rights and separate terms**

41.1 If we decide not to enforce any of our rights, or delay in enforcing our rights, our decision or delay will not affect or reduce our ability to enforce our rights at a later date.

41.2 We can release any person who is not a borrower under the Agreement (for example, a guarantor) from their obligations to us in connection with the Mortgage Debt, or enter into any new arrangement with them. We can do this at any time without giving you notice. This will not affect the Agreement, or your obligations under it, even if that person is also liable to repay the Mortgage Debt.

41.3 Each provision in the Agreement and the Mortgage Deed is separate from each other. This means that if one or more provisions becomes illegal, void or unenforceable, this will not affect any of the remaining provisions. The remaining provisions will apply as if the illegal, invalid, void or unenforceable provisions had not been included.

**42. Who can enforce the Agreement and the Mortgage Deed**

42.1 No person, other than you, us and any person that we transfer our interest in the Agreement or the Mortgage Deed to, will have the right to enforce any rights under the Agreement or the Mortgage Deed.

**43. Circumstances outside our control**

43.1 We will not be liable to you for any loss, damage or delay you suffer due to anything which is outside our reasonable control, for example, strikes, industrial action, restrictions imposed by the Government, pandemic or epidemic, severe weather or natural disasters, or failure of third party suppliers or equipment.

**44. Law and jurisdiction**

44.1 If the Property is in Northern Ireland, the Agreement and the Mortgage Deed, as well as all discussions between you and us before the Agreement and the Mortgage Deed came into force, will be governed by the laws of Northern Ireland. The courts of Northern Ireland will have jurisdiction in relation to any claims or disputes arising under or in relation to the Agreement and/or the Mortgage Deed, whether these are contractual or non-contractual.

44.2 If the Property is in either England or Wales, the Agreement and the Mortgage Deed, as well as all discussions between you and us before the Agreement and the Mortgage Deed came

## HOME LOAN GENERAL OFFER CONDITIONS with effect from 14 March 2025

into force, will be governed by the laws of England and Wales. The courts of England and Wales will have jurisdiction in relation to any claims or disputes arising under or in relation to the Agreement and/or the Mortgage Deed, whether these are contractual or non-contractual.

- 44.3 If the Property is in Scotland, the Agreement and the Mortgage Deed, as well as all discussions between you and us before the Agreement and the Mortgage Deed came into force, will be governed by the laws of Scotland. The courts of Scotland will have jurisdiction in relation to any claims or disputes arising under or in relation to the Agreement and/or the Mortgage Deed, whether these are contractual or non-contractual.

### **45. Complaints**

- 45.1 If you are not happy with any part of our service, please ask us for a copy of our leaflet 'Putting things right for you' or visit our website.

- 45.2 If you wish to make a complaint you may do so in the first instance to us by contacting us on 0345 600 2882 or by email at [customerresolution@danskebank.co.uk](mailto:customerresolution@danskebank.co.uk). If you are unhappy with our response, you can pursue your complaint with the Financial Ombudsman Service which can be contacted by post at Exchange Tower, London E14 9SR, by email at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or by telephone on 0800 023 4567.

### **46. Where we are asked to agree to something**

- 46.1 Where any provision in the Agreement says you cannot do something unless we agree otherwise in writing, we will act reasonably in considering your request and we will not unreasonably delay in providing our response.
- 46.2 Where we give our Agreement, we may impose conditions on that Agreement. We will aim to make sure these are reasonable in the circumstances.
- 46.3 When we say we will act reasonably, this means that we will take account of:
- (a) our legal and regulatory obligations;
  - (b) our rights and interests as your lender and as holder of the Mortgage Deed over the Property; and
  - (c) where appropriate, guidance from our professional advisors.

## Glossary

The following words have special meanings in these Mortgage Conditions, as follows.

<b>Additional Borrowing</b>	Any extra amount we lend to you under a new Loan and which is secured on the Property.
<b>Agreement</b>	The Agreement between you and us for the Loan. The Agreement includes: (a) the Offer; (b) these Mortgage Conditions; (c) your Mortgage Application; (d) the Tariff; (e) the Mortgage Deed; (f) any other security that you give us as security for the Mortgage Debt; and (g) any other document that you and we agree from time to time is to form part of the Agreement (for example, if you ask us for consent to do something under the Agreement and we give you our consent).
<b>Business Day</b>	Any day from Monday to Friday (inclusive), except bank and public holidays in Northern Ireland.
<b>Capital</b>	The money that we can charge interest on under the Agreement. This consists of: (a) any part of the Loan which has not been repaid; (b) any fees in our Tariff which you do not pay when they fall due; and (c) any interest which you have underpaid or not paid in your monthly payment, but only where you agree to this being added, or the law allows us to add it (as explained in condition 9.1).
<b>Cleared Balance</b>	The actual balance of your Mortgage Account at any particular time. This does not take account of payments into or out of the Mortgage Account which are still being processed.
<b>Cleared Funds</b>	Money which we have received and which is available to be credited to the balance of your Mortgage Account.
<b>Completion</b>	The date on which the Loan is sent to you, or your or our legal representative. If the Loan is sent in more than instalment, Completion is the date on which the first instalment is sent.
<b>Expense</b>	Any of the following costs we incur in connection with the Agreement, which are not covered by our Tariff: (a) any costs we reasonably incur in putting right any failure by you to keep to the Agreement. Examples include: <ul style="list-style-type: none"> <li>• any insurance premiums we have to pay in order to insure the Property, either because you have not done so or because you have allowed your insurance cover to lapse;</li> <li>• our costs in instructing or carrying out any repairs in relation to the Property, because you have not kept the Property in good repair and condition;</li> <li>• our costs in dealing with any notice you receive in relation to the Property such as an enforcement notice, where you have not met the requirements set out in that notice;</li> <li>• any ground rent, service charges, taxes or other costs we pay in relation to the Property, which you have failed to pay;</li> </ul> (b) any costs we reasonably incur in enforcing our rights under the Agreement, including legal fees in obtaining advice from our legal representative and/or in taking legal action; and (c) any administration costs we reasonably incur in doing any work connected with the Agreement, including costs arising from finding you and communicating with you, collecting amounts you owe and enforcing the Mortgage Deed.
<b>Fixed Rate</b>	This is a rate that stays the same for a set period of time. The Fixed Rate will be the percentage rate referred to as Fixed Rate in your Offer.

HOME LOAN GENERAL OFFER CONDITIONS  
with effect from 14 March 2025

<b>Fixed Rate Period</b>	This is the period of time that the Fixed Rate will stay the same for. This will be the period commencing on the date the Loan amount is paid to you and ending at the close of business on the date when the Fixed Rate no longer applies. The Fixed Rate Period will be detailed within your Offer.
<b>Interest Rate</b>	The rate or rates of interest which we charge on the Mortgage Debt (excluding any Expenses we have added to the Mortgage Debt). The Interest Rate may change as explained in: (a) the Offer; (b) condition 13 (if the Interest Rate is calculated by reference to Danske Bank Reference Rate (UK); or (c) condition 14 (if the Interest Rate is either Danske Bank Standard Variable Rate (UK) or Danske Bank Repay Rate (UK))
<b>Investment Property Loan</b>	A Loan which is intended to be used to purchase the Property, where you intend to let it out under a residential tenancy Agreement.
<b>Loan</b>	The amount we agree to lend to you in an Offer.
<b>Mortgage Account</b>	The account we keep to record what you owe us under the Agreement, the payments you owe us and make to us under the Agreement, and any other money we receive to reduce the outstanding balance of the Mortgage Debt. We may keep a separate record of any Expenses which you have not paid, so these may not appear on your Mortgage Account statement.
<b>Mortgage Application</b>	The application you make for the Loan and any information that you (or someone acting for you) give us in connection with your application.
<b>Mortgage Conditions</b>	The conditions set out in this booklet (excluding the "Important information - please read this" section, the Frequently Asked Questions and the Tariff). References to a condition are to a condition in the Mortgage Conditions.
<b>Mortgage Debt</b>	The total amount you owe to us in relation to a Loan from time to time. This includes: (a) the outstanding balance of the Loan; plus (b) any unpaid interest, fees and Expenses; plus (c) any other amounts which we are entitled to claim from you under these Mortgage Conditions.
<b>Mortgage Deed</b>	The document by which you give us security over the Property, and which incorporates these Mortgage Conditions. Where the Property is located in Northern Ireland, England or Wales, this document will be a Mortgage Deed. Where the Property is located in Scotland, this document will be a standard security and it will also incorporate the Standard Conditions set out in the Conveyancing and Feudal Reform (Scotland) Act 1970, as amended by these Mortgage Conditions.
<b>Mortgage Term</b>	The period during which you must repay the Mortgage Debt. The period is set out in the Offer, but: (a) the period may be shorter if you make a partial early repayment of the Mortgage Debt and do not ask us to adjust your monthly payments as a result, (b) the period may be shorter if you have a Danske Repay Mortgage and you ask us to reduce the Safety Limit, but do not tell us to make the ongoing monthly reductions smaller; or (c) the period may be longer if we agree in writing to a longer period.
<b>Offer</b>	The written Offer from us to lend money to you, which includes our illustration.
<b>Payment Day</b>	The day on which you must make a monthly payment. We can change the Payment Day as explained in condition 10.



HOME LOAN GENERAL OFFER CONDITIONS  
with effect from 14 March 2025

<b>Property</b>	The property set out in the Mortgage Deed or any part of it (including fixtures and fittings), and any alterations and additions to it.
<b>Tariff</b>	Our Tariff of mortgage charges as published by us from time to time. We can change the Tariff under as explained in condition 15. You can check our website ( <a href="https://danskebank.co.uk/tariffmortgagecharges">danskebank.co.uk/tariffmortgagecharges</a> ) to find out what the current Tariff is.

The following rules of interpretation also apply:

1. Any reference to a “month” is to a calendar month and any reference to a “day” is to a calendar day, unless we say otherwise.
2. The singular includes the plural and vice versa, and any reference to one gender includes all other genders.
3. Where we refer to any law, this includes any changes to that law, or any law which replaces it.
4. The headings used in the Mortgage Conditions are for convenience only, and do not affect how the Mortgage Conditions should be interpreted.
5. Where we use words like “includes”, “including” and “for example”, these are for illustration only and do not limit the meaning of the surrounding words.

# Danske Bank Tariff of Mortgage Charges

Danske Bank is closely involved in the mortgage industry’s initiative with UK Finance and Which? to make our fees and charges easy for you to understand. Our tariff of charges fully reflects the initiative’s good practice principles. This same document is being used across the industry to help customers compare mortgages.

When looking at the fees that other firms charge, you may notice some that don’t appear in our tariff (below). This means **we either don’t offer this service or charge you these fees.**

Correct as at 14 March 2025.

## WHEN YOU WILL PAY THIS CHARGE

### Before your first monthly payment

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

Name of charge	What this charge is for	How much is the charge?
Funds transfer fee	Electronically transferring the mortgage funds to you or your solicitor.	Free of charge
Legal fee	You will normally instruct a solicitor to act on your behalf in connection with your home purchase transaction. You may be required to pay their legal fees and costs as part of their work on your behalf. These fees / costs are normally charged by the solicitor, directly to you unless we tell you that we will contribute to the legal costs as part of your product deal.	These fees/costs are charged by the solicitor directly to you and vary from application to application.
Product fee	This is charged on some mortgages as part of the deal. It can be paid up-front or added to the total mortgage amount. If you add it to your mortgage, you’ll pay interest on it at the same rate as the rest of your borrowing. It might be a flat fee, or a percentage of the loan amount.	This varies by product. Please refer to your Loan Offer for the fee charged or to our specific products on sale for the fee applicable.

Re-inspection fee	If your mortgage is released in stages and you're using it to renovate your home, this covers the new valuation we need to do after the work's carried out.	Re-inspection fee - £50														
Valuation fee	<p>The lender's valuation report, which is used to calculate how much it will lend you. In certain circumstances we may require a Re-inspection or Drive By valuation. This is separate from any valuation or survey of the property you might want to commission.</p> <p>There are other homebuyers or structural survey options available to you at a cost and there may be different approaches in different parts of the UK. Some mortgages offer free valuations - the product details for your mortgage will tell you if this is the case.</p> <p>Please note that these fees are based on properties in Northern Ireland. For valuation fees on properties in mainland UK, please speak to an adviser.</p>	<p>The following fee's will apply depending on the property value:</p> <table border="1"> <thead> <tr> <th>Property Value</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>Up to £150,000</td> <td>£175</td> </tr> <tr> <td>£150,001 to £300,000</td> <td>£225</td> </tr> <tr> <td>£300,001 to £500,000</td> <td>£295</td> </tr> <tr> <td>Over £500,000</td> <td>£600</td> </tr> <tr> <td>Re-inspection</td> <td>£50</td> </tr> <tr> <td>Drive By</td> <td>£50</td> </tr> </tbody> </table>	Property Value	Fee	Up to £150,000	£175	£150,001 to £300,000	£225	£300,001 to £500,000	£295	Over £500,000	£600	Re-inspection	£50	Drive By	£50
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£300,001 to £500,000	£295															
Over £500,000	£600															
Re-inspection	£50															
Drive By	£50															

If you ask us for extra documentation and / or services beyond the standard management of your account		
Name of charge	What this charge is for	How much is the charge?
Duplicate / interim statement fee	Requesting a copy of a previous mortgage statement or an interim statement of your account as it stands. It might be paid by you or another lender.	Duplicate statement - £3 for each statement. One off statement/branch printout - £3 for each statement.
Request for legal documentation fee	Any original documents relating to your mortgage, e.g. title deeds, that you ask for.	Inspection fee - £30
Duplicate request for certificate of interest paid (for each year) fee	Requesting a copy of a previously issued certificate of interest paid.	Free of charge

## IF YOU CHANGE YOUR MORTGAGE

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

Name of charge	What this charge is for	How much is the charge?
Early repayment charge (changing your mortgage)	<p>You may have to pay this if:</p> <ul style="list-style-type: none"> <li>You overpay more than your mortgage terms allow;</li> <li>You switch mortgage product or lender during a special rate period (e.g. while you're on a fixed or tracker interest rate).</li> </ul>	The fee is a percentage of your remaining balance. Please refer to your Loan Offer for further details.
Change of term fee	Extending or reducing the remaining term of your mortgage.	<p>Normal product fees apply, this varies by product.</p> <p>Please refer to your Loan Offer for the fee charged or to our specific products on sale for the fee applicable.</p>
Change of repayment method fee	Transferring all or part of your mortgage from an interest-only to repayment basis.	Free of charge
Change of parties administration fee	Our administrative costs of adding or removing someone (a 'party') from the mortgage.	<p>Normal product fees apply, this varies by product.</p> <p>Please refer to your Loan Offer for the fee charged or to our specific products on sale for the fee applicable.</p>

### If you are unable to pay your mortgage

These are the most common charges you may have to pay if you fail to keep up with your mortgage payments. Some charges, for example those covering unpaid / returned direct debits or cheques, occur at the early stages of your inability to pay (arrears). Other charges, for example, relating to our repossession of the property, may apply later in the process and will be dependent on your circumstances.

Name of charge	What this charge is for	How much is the charge?
Unpaid / returned direct debit or cheque	Payable on your mortgage servicing account where your servicing account is one of our current accounts.	£1.50

### Ending your mortgage term

Name of charge	What this charge is for	How much is the charge?
Early repayment charge (ending your mortgage)	You may be charged this if you repay your mortgage in full before the mortgage term ends.	The fee is a percentage of your remaining balance. Please refer to your Loan Offer for further details.
Mortgage exit fee	<p>You may have to pay this if:</p> <ul style="list-style-type: none"> <li>Your mortgage term comes to an end;</li> <li>You transfer the loan to another lender; or</li> <li>Transfer borrowing from one property to another.</li> </ul> <p>This is payable either at the end of the mortgage term, or before the end of your mortgage term if you transfer the loan to another lender or another property (known as 'redemption').</p> <p>You may be charged a separate fee by your solicitor or licensed or qualified conveyancer for their work relating to redemption of the mortgage and discharge of the security.</p>	<p>Deeds release fee - £75</p> <p>Vacate Mortgage fee - £50</p>

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