Your Binding Mortgage Offer

Date: 08 February 2024	**Reference: 10337849**
Borrower(s): Mr Asim Erturk	**Property Details: 30 Old London Road, Badgers Mount, SEVENOAKS, TN14 7AE**

Important information

1) This Binding Mortgage Offer is made by Together Personal Finance Limited (registered in England and Wales, company number 02613335) trading as Together ("the Lender") of Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW referred to in this document as "we" or "us", to Mr Asim Erturk at 30 Old London Road, Badgers Mount, SEVENOAKS, TN14 7AE, referred to as "you". Along with this Offer, we have sent you a legal charge (or in Scotland, a standard security) over the Property that you have offered as security for the loan (which we shall refer to as "the Property"). The Property is described in the legal charge or standard security.
2) By this Offer we agree to lend you the amount shown in section 3 below. This Offer is issued on the basis of the information supplied to us as part of the application process. It is also based upon information set out in the Mortgage Illustration. If you accept the Offer, then you agree to keep to its terms and to give us a 1st legal charge or standard security over the Property on the terms set out in the legal charge or standard security. The terms of the Offer are set out below and in the General Terms and Conditions that follow.
3) In England and Wales, if you want to accept this Offer, sign this document in the signature box and sign the legal charge in front of a witness as shown in the boxes on the legal charge, but do not date the legal charge. Then return the Offer and legal charge to us by 08/05/2024. We will then, subject to the conditions or requirements set out in the section below headed "Our right to withdraw this offer" being satisfied, release the amount shown in section 3 and put the date on which we release such amount on the legal charge. The terms of the Offer and the legal charge will become a binding agreement between you and us at that point. If you do not keep to those terms we can sell the Property to recover the amount owing to us.
4) When we release the loan amount, we will also tell you the date the agreement between us became binding and will confirm the details of the agreement, including the amount and date of the first payment you must make.
5) The Offer will automatically lapse after the time stated below unless we have agreed in writing to an extension or have issued a revised Offer.
6) You are free to decline this Offer. But if you do so, you'll lose any fees listed under the heading '7. What fees must you pay?' which you've already paid and/or which are not refundable. After you enter into the mortgage with us, there's no right to withdraw other than a right to repay early. If you repay early, you may have to pay an early repayment charge (see '9. What happens if you don't want this mortgage anymore?').

Our right to withdraw this Offer

This Offer is in most cases binding upon us. This means that we are committed to enter into a binding agreement (including for the duration of the reflection period - see below) and to providing you with the funds if you accept the Offer. There are, however, some circumstances in which we will not be bound by the Offer if certain events happen or conditions are not met that are set out below. If these events happen or if you do not meet these conditions then we are entitled to withdraw the Offer, including even after you have signed the Offer, and to not provide the advance to you.

Reasons why we may withdraw our Offer to you:

a) If there has been a material change in your circumstances since the date you applied for the mortgage which we consider is likely to have a material impact on your ability to afford the loan and:
   (i). we were not aware of the change before we provided the Offer to you; and
   (ii). had we been aware of the change we would not have provided the Offer to you or would have provided the Offer to you on different terms.

b) If we discover that you have:
   (i). provided us with untrue, inaccurate or incomplete information as part of your application for the loan and we have used this information in deciding whether to provide the Offer to you; or
   (ii). withheld information which we have requested from you as part of your application for the loan and had we been aware of the relevant information we would not have provided the Offer to you.

c) If there is a change to the condition, value or title to the Property to be taken as security and such change has a material impact on the suitability of the Property as security for the loan. This includes there being no other mortgage, charge, security or other encumbrance on the Property ranking in priority to our mortgage or standard security other than as set out in section 3 or to which we agree to in writing.

d) If the Property is not insured or ceases to be insured for its recommended re-instatement value. We will require you to provide up to date evidence of such insurance and may withdraw this offer if this is not provided to our reasonable satisfaction.

e) As part of the steps we undertake prior to transferring the amount of the loan to you or your legal advisor, we require that either your legal advisor or our own external or internal legal advisor:(i) carry out certain checks in relation to the condition, value or title of the Property; and (ii) if applicable, confirm that any adult occupiers in the Property who are not also borrowers have agreed to postpone any interest they have in the Property to us.We may withdraw this Offer if your or our legal advisors are unable to: (a) complete these checks and confirmations to our satisfaction; or (b) otherwise comply with our instructions in relation to the Property.

1. About this Offer document

a) This Offer is valid until 08/05/2024.

b) The Offer, which includes the General Terms and Conditions that follow and the Tariff of Charges, along with the legal charge or standard security, contains all of the terms of the agreement between us.

c) You have a reflection period of at least seven days from the date of this Offer, expiring on the validity date shown in a) above. You should consider its terms and whether it is suitable for you. You should also compare this with other Offers. During this period the Offer will remain binding on us and you may accept the Offer at any time.

d) You are not bound by the terms of this Offer document until you have signed this Offer document and the legal charge or standard security and the funds are released for your mortgage.

2. Information about us

We are authorised and regulated by the Financial Conduct Authority. Our firm reference number is 305253. You can check the Financial Services Register on the FCA website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 1116768.

If you wish to discuss this Offer please contact us at Lake View, Lakeside, Cheadle, SK8 3GW or on 0161 933 7042.

3. Main features and cost of the loan

This Offer is based on borrowing £530,000.00 plus £0.00 for fees that will be added to the loan - see section 7 for details.

Description of this mortgage: This is a first charge capital repayment loan, with an interest rate which shall remain fixed for the first 2 years of the term. Following expiry of the fixed rate period, the interest rate will be a variable rate equal to the aggregate of:

(a) the product margin as detailed in the 'Interest rate and other costs' section below; and

(b) the Together Homeowner Managed Rate, being the variable base lending rate of the Lender.

Further information on the Together Homeowner Managed Rate can be found in Clause 5 of our General Terms and Conditions (appended to this Offer) and on our website.

Repayment Term: 28 years

Total amount to be repaid: £1,730,110.28

This means that you pay back £3.26 for every £1 borrowed.

The amount shown here is for illustration purposes only. A variation in the interest rate after the first 2 years or if any additional charges or interest are added to the loan then this could lead to a change in the total amount to be repaid.

Estimated value of the Property: £830,000.00

Your Property 30 Old London Road, Badgers Mount, SEVENOAKS, TN14 7AE will be the security for this loan.

4. Interest rate and other costs

The annual percentage rate of charge (APRC) is the total cost of the loan expressed as an annual percentage. The APRC is provided to help you to compare different Offers. The APRC comprises the interest payable under the mortgage and the fees and charges shown in section 7.

The APRC applicable to your loan is 11.5%.

The interest rate is: 9.50% per annum fixed for 2 years and then reverting to a variable rate of 1.80% ("the Product Margin") above the Together Homeowner Managed Rate applicable from time to time for the remainder of the term. The current Together Homeowner Managed Rate is 9.50% giving a current reversionary rate payable of 11.30%.

We will vary the interest rate at any time after the end of the fixed rate period to reflect any changes in the Together Homeowner Managed Rate (see clause 5 of the General Terms and Conditions for further information).

In calculating the APRC, it is assumed that after the expiry of the fixed rate period that the current reversionary rate will apply for the remainder of the term, that the loan will run to its full term and that you will fulfil your obligations under the terms of the agreement (including making all repayments on time).

5. Frequency number and amount of payments

Repayment frequency: Monthly

Number of repayments: 336

Amount of each repayment £4,514.97 a month for the first 2 years
After 2 years your fixed rate will end and assuming that the current reversionary rate will apply for the remainder of the term your new monthly repayment will be £5,190.50.

The interest rate on this loan can change after the end of the fixed rate period. This means that the amount of your instalments could increase or decrease.

6. Are you comfortable with the risks?

What if interest rates go up?

The monthly payments shown in this Offer could be considerably different if interest rates change after the end of the fixed rate period. For example, for one percentage point increase in the variable rate shown of 9.50%, your monthly payment will increase by around £384.90.

What if your income goes down?

You will still have to pay your mortgage if you lose your job or if illness prevents you from working. Think about whether you could do this.

MAKE SURE YOU CAN AFFORD YOUR MORTGAGE IF YOUR INCOME FALLS

The MoneyHelper information sheet "You can afford your mortgage now, but what if…?" will help you consider the risks. You can get a free copy from www.moneyhelper.org.uk, or by calling 0300 500 5000.

7. What fees must you pay?

Fees payable to the Lender	Fee Amount
Acceptance Fee which you have chosen to pay to the Lender payable prior to completion and will not be refundable	£1,495.00
Redemption Administration Fee applicable when you repay the loan in full	£100.00
Fees payable to Intermediaries	**Fee Amount**
Third Party Valuation Fee which you have chosen to pay to the Valuer payable on application and will not be refundable	£720.00

You may have to pay other taxes or costs in addition to any fees shown here.

8. Your right of withdrawal

Once this mortgage completes and we have released the funds to you there will be no right of withdrawal. You will, however, have a right to repay the mortgage in accordance with the section 9.

If you do not enter into this mortgage then you should check whether any fees that you have paid to any third party will be reimbursed. Fees that are non-refundable are set out in section 7.

9. What happens if you do not want this mortgage any more?

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

Conditions: Depending upon when you repay us, you may have to make certain additional payments to us. Should you decide to repay this loan early, please contact us to ascertain the exact level of the exit charge (the "Early Repayment Charge") at that moment.

Early Repayment Charges

Early Repayment Charges are payable on this loan for the first 2 years (the "ERC Years"). If you repay us during this period, then you will be required to pay an Early Repayment Charge calculated as a percentage of the original total loan amount (being the "Total Loan Amount" as defined in the General Terms and Conditions). The table below sets out the relevant % Charge in each ERC Year and illustrative examples of the Early Repayment Charges that will be payable in each ERC Year should you repay your loan early.

Loan Amount	ERC Year	% Charge	Early Repayment Charge (if you repay the loan in full)
£530,000.00	Year 1: At any time up to and including the 1st anniversary of completion of the loan.	3 %	£15,900.00
	Year 2: At any time from the expiry of Year 1 up to and including the 2nd anniversary of completion of the loan.	2 %	£10,600.00

The maximum Early Repayment Charge you could pay is £15,900.00 plus the Redemption Administration Fee.

Overpayments

If you make total overpayments of greater than 5% of the Total Loan Amount in an ERC Year then you will incur Early Repayment Charges. Further details are contained in the following section below.

Redemption Administration Fee

A repayment administration fee is payable to us when you repay the mortgage in full (whether repaid early or otherwise). Currently the amount of this fee is £100.00.

What happens if you move house?

The mortgage is not portable and should you move house the mortgage must be repaid.

10. What happens if you want to make overpayments?

You may make total overpayments of 5% or less of the Total Loan Amount in each ERC Year without incurring any Early Repayment Charges ("the Overpayment Allowance"). If your total overpayments exceed the Overpayment Allowance in any ERC Year, you will be required to pay an Early Repayment Charge on the amount overpaid in excess of the Overpayment Allowance.

Following expiry of the ERC Years set out above, you may make an overpayment towards your loan at any time. There is no limit to the amount you can overpay by. All overpayments made by you will be credited as a payment on your account. This will reduce the amount of interest charged on the amount you owe. See clause 8 of the General Terms and Conditions.

If you want to make a partial redemption of your mortgage you should let us know in writing or by telephone that this is your intention before making the payment.

11. Tariff of charges

Attached to this Offer is a tariff of charges that could be incurred in respect of this mortgage. We are entitled to vary these charges – please see clause 6.3 of the General Terms and Conditions for further details.

12. Using a mortgage intermediary

We will pay Trinity Financial Limited an amount of £1,590.00 if you take out this mortgage. . This payment is in addition to any fee you may have paid to the mortgage intermediary.

13. Where can you get more information about mortgages?

MoneyHelper publishes useful guides on choosing a mortgage. These are available free through its website: www.moneyhelper.org.uk, or by calling 0300 500 5000. The website also provides comparative tables to help you shop around.

14. Complaints

If you have a complaint you may contact us at Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW Telephone:- 0800 093 2248 or 0161 956 3258 or e-mail us at customerrelations@togethermoney.com.

If we are unable to resolve any complaint through our internal complaints procedure you may contact the Financial Ombudsman Service by writing to them at Exchange Tower, London, E14 9SR, by calling 0800 023 4567 or 0300 123 9123 or by emailing complaint.info@financial-ombudsman.org.uk. You can also visit its website: https://www.financial-ombudsman.org.uk/ .

15. Special terms and conditions applying to this Offer

The following are special terms and conditions applying to this Offer in addition to those in the General Terms and Conditions

1)

There are no special terms and conditions applying to this offer.

16. Law and Langauge

This Offer is governed by the laws of England and Wales and the Courts in England and Wales have jurisdiction in relation to it (except where this Property is situated in Scotland when the agreement is governed by Scots Law and the Scottish courts have jurisdiction).

We will always communicate with you in the English language.

Now please read the following important statement

a) It is important that you read and agree to the terms and conditions set out in the boxes above, the General Terms and Conditions that follow and the legal charge or standard security which accompanies this Offer document.
b) All information provided in connection with this application should be to the best of your knowledge and belief correct and you should let us know of any changes in your circumstances or the information given by you before the mortgage completes.

We strongly recommend that you take independent professional and/or legal advice before you accept this Offer and compare this Offer carefully with all Offers made to you by other lenders.

You will be bound by this document and the legal charge or standard security once the funds are released for your mortgage. Only sign this document if you want to be legally bound by its terms.

_____	_____	_____
PRINT NAME	SIGNATURE	DATE
_____	_____	_____
PRINT NAME	SIGNATURE	DATE

Duncan Abraham

FOR AND ON BEHALF OF TOGETHER PERSONAL FINANCE LIMITED

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

Together Personal Finance Limited
General Terms and Conditions

Together Personal Finance Limited Mortgage General Terms and Conditions (the General Terms and Conditions)

This booklet contains the general terms and conditions which apply to your mortgage with us. Please read these General Terms and Conditions carefully and make sure you understand them before taking out a mortgage with us. **Your home may be repossessed if you do not keep up repayments on your mortgage.**

If you do not understand anything in these General Terms and Conditions, or any of the enclosed documents, we provide for your mortgage, you must ask us, your mortgage or credit intermediary or your legal adviser to explain them to you.

Summary

Below we've summarised some of the key terms we've used in the General Terms and Conditions, but you should make sure that you read the terms and conditions in full. If you have any questions, please:

- visit our website at www.togethermoney.com;
- call us on 0161 333 7400 – we're here 9am to 5.30pm, Monday to Friday;
- email us at customercare@togethermoney.com; or
- write to us at Together, Lake View, Lakeside, Cheadle, SK8 3GW.

Key term	Summary
Total loan amount	We'll lend you the **total loan amount**, which we'll send to you after we have taken certain fees as set out in clause 3.1 of the full terms and conditions. If necessary, we'll distribute money to any creditors (anyone you owe money to) that you may have.
Monthly payment	You need to pay us each **monthly payment** as set out in your **mortgage offer** (or any changed **monthly payment**) on time, unless you have a **bridging mortgage**. (If you have a **bridging mortgage**, you will not make monthly payments and you will need to pay the **outstanding balance** at the end of the mortgage term). If you have a repayment mortgage (see your **mortgage offer**), each **monthly payment** is calculated so that the **total loan amount** you have borrowed is repaid by the end of your mortgage term, along with the interest. If you have an interest-only mortgage (see your **mortgage offer**), your monthly payments will cover the interest which is added each month, but will not include anything towards the **total loan amount**. You must put arrangements in place to repay this at the end of the mortgage term.
Changing your monthly payment	We may change the amount of your **monthly payment** during your mortgage. Some examples of when we might do this are in clause 4.6 of the full terms and conditions. If we change your **monthly payment**, we will give you up to 28 days' notice (see clause 4.7). This won't apply if you have a **bridging mortgage**.
Changing the payment due date	You can change your **payment due date** at any time. If the change means you need to pay extra interest, we'll tell you the amount and when you need to pay it. This won't apply if you have a **bridging mortgage**.
Interest	We add interest to the **outstanding balance** (the full amount you owe at the time) from the date we pay the **total loan amount**. The interest rate you pay is shown in your **mortgage offer**. Interest is added and calculated on each **payment due date** or, if you have a **bridging mortgage**, on each **interest due date**. For

	more information, please see clause 5.2 of the full terms and conditions. We can change the variable interest rate. For more information, see clauses 5.4, 5.5 and 5.6. Your interest rate will not change during any fixed-rate period. We can continue to add interest even if we get a court judgment (such as a CCJ) or order (such as a charging order) against you (see clause 5.3).
Early repayment	You can repay all or part of your mortgage at any time. You may have to pay an **early repayment** charge if you repay all or some of your mortgage during a fixed-rate period, as set out in your **mortgage offer**.
Immediate repayment	In some circumstances we can ask you to repay the **outstanding balance** straight away (for example, if you don't make your payments on time). Clause 7.1 of the full terms and conditions sets out when we can do this. Please make sure you understand when this could happen. This is important because if we ask you to pay the **outstanding balance** and you don't pay it, we could take legal action against you. This could include repossessing and selling the property, or we may appoint a receiver (see clauses 7.3 and 7.4) if you have a consumer buy-to-let (CBTL) mortgage (see clause 1.1).
Charges	In certain circumstances, we may add a charge to your account for work we have to do to manage your account (for example, if you miss payments). We've enclosed a **tariff of charges**, which is also on our website at togethermoney.com/existing-customers/tariff-of-charges. We can change and introduce new charges at any time (see clause 6 of the full terms and conditions).
Our right to change your agreement with us	Clause 11 of the full terms and conditions sets out our rights to change the terms of your agreement with us. We can only do this in limited circumstances and we'll give you 28 days' notice of any changes.
Property obligations	Your mortgage will be secured on the **property** (as described in the **mortgage offer**). You will need to insure the **property** and keep it in a good state of repair (see clause 9 of the full terms and conditions). Depending on the type of mortgage you have, there are limits on who can live in the **property** (see clause 10).
Joint borrowers	If you're borrowing with someone else, you are both jointly and individually responsible for the **total loan amount** plus interest and charges. This means that we can ask each of you individually for the full amount you owe us.
Flexible features	Your mortgage may include some flexible features,

	such as making overpayments and early repayment charges. If it does, these will be set out in section 9 of your **mortgage offer**.
Transferring the mortgage	We may transfer our rights under your mortgage, as set out in clause 12.2 of the full terms and conditions.
Commission	We may pay the mortgage broker a commission for introducing you to us. The amount we pay them (if any) is set out in the **mortgage offer**.



General Terms and Conditions

1 DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions certain words have a special meaning as follows:

(a) "Acceptance Fee" means the fee payable (if any) to the Lender as set out in the Mortgage Offer.

(b) "Bridging Mortgage" means a mortgage which requires a single payment of the capital borrowed and the accrued interest at the end of the mortgage term (to see if it is, please see section 5 of the Mortgage Offer).

(c) "Broker" means any broker or other mortgage intermediary referred to in your Mortgage Offer or otherwise who introduced you to us.

(d) "Broker Fee" means the fee payable (if any) to the Broker as set out in the Mortgage Offer.

(e) "CBTL Mortgage" means a mortgage which is recorded in section 3 of the Mortgage Offer as being a consumer buy to let mortgage.

(f) "Contact Details" means the postal address, email address(es) and/or telephone numbers provided to us as part of your loan application (or such other or updated contact details as we have for you from time to time).

(g) "Interest Due Date" means the date that the accrued interest will be applied and added to the Outstanding Balance starting one calendar month after the date on which this agreement is made and then on the same date in each following month but if there is no corresponding date in the month, it will be the last day of that month.

(h) "Monthly Payment" means the amount you must pay us every calendar month as fully described in clauses 4.1 and 4.2 of these General Terms and Conditions and as set out in the Mortgage Offer.

(i) "Mortgage Offer" means the offer letter of which these terms and conditions form part which sets out the key features and terms of our loan to you including the loan amount and the amount you have to repay.

(j) "Outstanding Balance" means the Total Loan Amount together with interest accrued under the agreement and all fees and charges payable under this agreement minus any payments made by you.

(k) "Payment Due Date" means the date of the month on which you have agreed to make your regular Monthly Payment.

(l) "Product Margin" means a fixed percentage rate set out in the Mortgage Offer which is added to the Together Homeowner Managed Rate to make up the total interest rate that will apply to your mortgage following expiry of any fixed rate period (if applicable). The percentage rate for the Product Margin will not change throughout your mortgage.

(m) "Property" means the property or properties you are giving us a charge or mortgage over as security and which is described in the legal charge or, in Scotland, the standard security.

(n) "Related Person" means your spouse, civil partner (including unmarried partner), parents, grandparents, siblings, children and grandchildren.

(o) "Rental Agreement" means an agreement between you and another party for the granting to that other party of a tenancy or lease of the Property.

(p) "Security" means the legal charge or standard security we have taken over your Property to secure repayment of the Outstanding Balance.

(q) “Tariff of Charges” means a tariff of the additional charges you may have to pay under the agreement which describes the nature of the charges and the amount payable if you are in default or if you require administrative services and which we provide to you with the Mortgage Offer.

(r) “Together Homeowner Managed Rate” means our variable base lending rate. This rate may increase or decrease in certain circumstances as set out in these general terms and conditions. For more information on how the rate is set, please see the “Read more information on THMR” section within the “Overall cost for comparison” box of the Personal Mortgages page on the website - https://togethermoney.com/personal-mortgages/how-interest-works/

(s) “Total Loan Amount” means the sum of the amount of the loan to be granted together with any fees financed under the agreement shown in section 3 of the Mortgage Offer.

(t) "you", "your" means the person or people named in the Mortgage Offer and legal charge or standard security as the "borrower" and anyone we may later add at your request. It can also include a personal representative, a successor or anyone else who takes over your legal rights or responsibilities; and

(u) "we", "us", "our" means Together Personal Finance Limited trading as “Together” and our successors and assignees and anyone who takes over our legal rights and/or obligations and responsibilities under our agreement with you.

2 OUR AGREEMENT WITH YOU

2.1 Our agreement with you is made up of:

(a) these general terms and conditions;

(b) the Mortgage Offer (which includes any special conditions);

(c) our tariff of charges; and

(d) the legal charge or standard security (including the terms and conditions to that document).

2.2 Our agreement with you includes any amendment or changes made to these general terms and conditions or other documents set out in clause 2.1 above.

3 OUR LOAN TO YOU

3.1 We agree to lend to you the Total Loan Amount. You authorise us to:

(a) pay any Broker Fee from the Total Loan Amount and to deduct the Acceptance Fee shown in section 7 of the Mortgage Offer, and

(b) pay any loans and other debts that you owe shown in the section headed “Special terms and conditions applying to this Offer” of the Mortgage Offer (if any) from the Total Loan Amount except where we agree that your solicitors or other legal representatives will make the payments shown to the organisations that you owe money to, and

(c) pay to the Broker a commission for your introduction to us in the amount set out in the Mortgage Offer (if any). This sum does not form part of the Total Loan Amount and will be paid by us.

3.2 In consideration of our advancing the Total Loan Amount to you we have taken security over your Property by your signing the legal charge or, in Scotland your signing in front of a witness, the standard security. This secures repayment of the Outstanding Balance to us.

4 YOUR PAYMENT OBLIGATIONS

4.1 You agree to repay the Total Loan Amount and interest:

(a) (if your mortgage is not a Bridging Mortgage) by making each Monthly Payment (if any) shown in section 5 of the Mortgage Offer on the relevant Payment Due Date (subject to any variations as set out under clauses 4 or 5 below) and otherwise by paying the Outstanding Balance no later than the end of the repayment term of this agreement

(b) (if your mortgage is a Bridging Mortgage) by making a single payment of the Outstanding Balance at the end of your mortgage term.

4.2 If the Mortgage Offer requires you to pay a Monthly Payment, then the first Monthly Payment will fall due one calendar month after the date on which this agreement is made and subsequent monthly payments are payable on the Payment Due Date. If there is no corresponding date in the month, the Monthly Payment will fall due on the last day of that month. If the Payment Due Date falls on a day when payment cannot be made (for example, a weekend), then the Monthly Payment will be due on the next business day. If there is an Outstanding Balance remaining at the end of the loan term, it will be payable on demand.

4.3 All payments should be made by direct debit unless we tell you otherwise. By agreeing to your Offer, you confirm your agreement to make such payments by direct debit and confirm that you may authorise direct debits to be drawn upon the account(s) which are nominated to us.

4.4 You also agree to pay (in addition to the payments required under clauses 4.1 to 4.3):

(a) The additional fees and charges shown in clause 6.1 below.

(b) A Repayment Administration Fee, payable when you have fully repaid the Outstanding Balance. The amount of the current fee is shown in section 7 of the Mortgage Offer.

(c) Any insurance costs and charges plus interest we incur under clause 9.1 below.

(d) Any third party charges referred to in clause 12.1 below.

The amounts in (a), (c) and (d) above are payable upon demand and in any event no later than the end of the repayment term of the agreement.

Changing the Payment Due Date or your Monthly Payment

4.5 We may at our discretion and if you agree, change the Payment Due Date in which case where this change results in additional interest accruing under the agreement, we may request that such additional interest is paid by you on a date and by such method as we agree.

4.6 We may change the amount of your Monthly Payment if, for example:

(a) your interest rate changes (see clause 5.4 below);

(b) you have to pay a charge or fee to us (for example if we pay to insure the Property under clause 9.1 or pay a service charge (where the Property is leasehold));

(c) you partially repay the Total Loan Amount or any other sum due under the mortgage; or

(d) we agree to change the day on which you make your Monthly Payment.

4.7 We will write to you and tell you if we change the Monthly Payment and give you reasonable notice (in the case of (a) and (b) of clause 4.6 above we will give you at least 28 days' notice) before the changed monthly payment is to take effect.

5 INTEREST

How we charge you interest

5.1 We start charging you interest on the Outstanding Balance from the date we advance the Total Loan Amount at the interest rate shown in section 4 of the Mortgage Offer.

5.2 Interest is charged and calculated monthly on each Payment Due Date (or where there is no such Payment Due Date, on each Interest Due Date) by applying the interest rate per annum to the "Outstanding Balance" on the preceding Payment Due Date or as applicable Interest Due Date (or, for the calculation of interest on the first Payment Due Date, the Outstanding Balance on the date on which the we advance the Total Loan Amount) and dividing the product of that application by twelve. The resulting amount is then added to the Outstanding Balance.

We are entitled to charge you interest even if we get a court judgment, order or decree against you

5.3 Interest at the interest rate shown in section 4 of the Mortgage Offer will continue to be charged on the Outstanding Balance even if after we have obtained a court judgment, order, or in Scotland a decree against you, such obligation to be independent of and not to merge with any judgment, order or decree.

Variation in the interest rate

5.4 If the interest rate stated in section 4 of the Mortgage Offer is a fixed rate for a period of time, then that interest rate will apply for that period and cannot be changed. If there is no such fixed interest rate, or if the fixed interest rate period has ended (including where the term set out in section 3 of the Mortgage Offer has ended but there is still a balance outstanding to us), you must pay interest at a variable interest rate on the basis set out in Section 4 of your Mortgage Offer and being either:

(a) (where your mortgage was initially on a fixed or discounted interest rate, then upon expiry of that discounted or fixed rate period) the Together Homeowner Managed Rate applicable at that time plus the Product Margin. The Together Homeowner Managed Rate can be changed but the Product Margin is fixed for the duration of your mortgage. Your interest rate will vary to reflect any changes in the Together Homeowner Managed Rate (see clause 5.5 below for the circumstances where we may change it) applicable from time to time; or

(b) (where your mortgage was initially on a variable basis and not subject to an initial fixed or discounted interest rate) a variable rate as we may vary from time to time (see clause 5.5 below for the circumstances where we may change it).

5.5 We may vary the Together Homeowner Managed Rate or your variable rate at any time. However, we will only do so for one (or more) of the following reasons:

(a) if there is (or we know there is about to be) a change to the law or regulatory requirements we follow (including any recommendations that are made by an ombudsman or similar body, or any relevant codes of practice or general industry practice) and there is a change to the cost of following those laws or those regulations;

(b) if there is (or we reasonably expect) a change in the risk to us in providing you with loans or the cost of safeguarding against that risk;

(c) if there is (or we reasonably expect) a change to our funding costs in raising money we lend to you or in our loans business (including both new and existing loans) generally;

Where we do change the Together Homeowner Managed Rate or your variable rate for any of the reasons stated above, the change will be a proportionate response to the reason giving rise to that change. We will only change the Together Homeowner Managed Rate or your variable rate for one or more of the reasons set out in this clause (but we do not need to tell you which reason or reasons have led to the change).

5.6 Where a variation to your interest rate happens, we will give you at least 28 days' written notice before applying the new interest rate to your loan. The written notice will confirm the date that the interest rate takes effect, what the interest rate has been varied to and the resulting changes to your Monthly Payment.

6 FEES AND CHARGES

Payment of additional fees and charges

6.1 You also agree to pay the following:

(a) The amounts shown in the Tariff of Charges.

(b) All reasonable legal and other costs and charges that we reasonably incur or pay to a third party arising from your breach of this agreement or where we take action reasonably required to protect or preserve the Security over the Property or its value.

(c) The reasonable costs incurred by us for the provision of administrative services, details of which we may notify you of from time to time by informing you of our Tariff of Charges.

(d) Other fees and charges that may arise because you do not keep your obligations under the agreement. For example, if you do not insure the Property, fail to keep it in good repair or you fail to pay ground rent or a service charge or other payment chargeable in respect of the Property and we do so for you, or if we have to take legal action or proceedings because you break your agreement with us. Charges may also come about because you have breached your agreements with other people, for example your freeholder or landlord, where the Property is leasehold, with an earlier mortgage lender (where this mortgage is a second or later charge) or local byelaws, for example if you are subject to an enforcement or charging order. If we know how much an expense will be in advance we will tell you. We will only charge you a reasonable amount to cover our internal costs or expenses and any costs or expenses we have to pay to other people.

Interest on fees and charges

6.2 Any amounts payable by you under clause 6.1 above will be added to the Outstanding Balance and interest will be charged on such charges at the interest rate which then applies. Any such sums that are applied to your account will only be applied on a simple basis and we will not compound interest on such sums.

Variation of fees and charges

6.3 We may increase or reduce the amount of any of the charges shown in our Tariff of Charges by giving you not less than 28 days' written notice. Any increase in the charges shown in the Tariff of Charges will not happen more than once in any calendar year.

6.4 We will only increase the amount of a charge to respond proportionately to a change in the amount of the administrative costs which we reasonably estimate that we incur in carrying out the work to which the charge relates.

6.5 We may decrease the amount of a charge for any reason and at any time. If we do so, we will give you notice but may apply the decrease before notice is given to you.

6.6 We may also introduce new charges to enable us to recover an amount not exceeding our reasonable estimate of the administrative costs we expect to incur:

(a) in providing you with a new service or facility we make available to you in connection with the mortgage; or

(b) in complying with new or changed legal or regulatory requirements which apply to the mortgage.

We will give you not less than 28 days' written notice of any new charge which we introduce under this clause.

7 DEMANDING PAYMENT OF THE OUTSTANDING BALANCE

When we can demand you immediately repay the Outstanding Balance

7.1 We can demand that you immediately repay the Outstanding Balance if:

(a) the loan has been obtained as a result of fraud or if any information that you provided to us in connection with your loan application was untrue or misleading in a material respect and that information would have had a significant impact on our decision to lend to you;

(b) if you are in breach of any material obligation under our agreement with you (including failing to pay any sums due) and you have failed to remedy the breach within a reasonable time of us requesting you to do so;

(c) you have failed to pay the Outstanding Balance by the time our agreement with you was due to end (unless we have agreed a payment arrangement with you);

(d) you or any third party takes any action that puts our security over the Property or its value at risk, for example if where the Property is leasehold you have not paid ground rent or service charges and your landlord is seeking forfeiture of the lease, or you have carried our building work to the Property without asking for our permission and that building work has caused damage to or reduced the value of the Property or if the Property is compulsorily purchased for example by a local authority;

(e) you are adjudicated bankrupt (or, in Scotland, your estate is sequestrated), become insolvent or propose to enter into an arrangement with your creditors;

(f) (in the case of joint borrowers) the last surviving borrower has died;

(g) the Property is compulsorily acquired;

(h) another lender with any security over the Property takes steps to enforce that security;

(i) we are required to end our relationship with you to comply with our legal or regulatory obligations (for example, to comply with anti-money laundering and financial crime law or regulation); or

(j) you break any of the terms of the Security or otherwise do not comply with the terms of the Security.

7.2 If any of the events above arise we may exercise our power of sale in respect of the Security (in Scotland, in accordance with the provisions of the Conveyancing and Feudal Reform (Scotland) Act 1970) to include bringing court proceedings for possession of the Property. We may also exercise further rights in respect of the Property as described in the legal charge or standard security.

Power to Appoint a Receiver where your mortgage is a CBTL Mortgage

7.3 If your mortgage is a CBTL Mortgage, and any of the events in clause 7.1 above arise, then (in England and Wales) we can also appoint a receiver for all or part of the Property. The receiver may be our employee or anyone else we choose. We can arrange to pay the receiver a reasonable amount. The receiver will act as your agent and this means you are responsible for his costs and their actions.

7.4 If a receiver is appointed then they will have such rights and powers in respect of the Property as are set out in the Security.

8 EARLY REPAYMENT AND MAKING OVERPAYMENTS

8.1 You may end this agreement early at any time by paying to us the Outstanding Balance under this agreement (including the Repayment Administration Fee) together with any Early Repayment Charge shown in section 9 of the Mortgage Offer (if any).

8.2 If you repay the mortgage in full part way through a particular month during the term then a full month's interest will be due to us so that interest for that month will not be apportioned on a daily basis to the date of actual redemption of the mortgage.

8.3 During the ERC Years identified in section 9 of the Mortgage Offer (if any), you may make total overpayments of 5% or less of the Total Loan Amount in each ERC Year without incurring any Early Repayment Charges (**"the Overpayment Allowance"**). If your total overpayments exceed the Overpayment Allowance in any ERC Year, you will be required to pay an Early Repayment Charge on the amount overpaid in excess of the Overpayment Allowance. The Early Repayment Charge incurred will be payable by you when you repay your mortgage in full.

8.4 Subject to the payment of the Early Repayment Charges referred to in clauses 8.1 and 8.3 (if any), you may make an overpayment towards your Outstanding Balance at any time and there is no limit to the amount you can overpay by. Unless we agree otherwise, all overpayments made by you will put your account in credit. This will not affect the amount of interest charged at your next interest payment date but will have the effect of reducing the amount of interest charged at the subsequent Payment Due Date or (if relevant) the Interest Due Date. If you maintain the current level of your Monthly Payment (where your mortgage is not a Bridging Mortgage) this may result in the Outstanding Balance being repaid sooner. If you would like your overpayment to be applied to the account in a different way, you will need to contact us to discuss what options may be available to you before you make, or at the same time as you make, your overpayment.

9 INSURANCE OF THE PROPERTY (for more on your obligations, please see the Security)

9.1 The Property must be kept insured by you for its full rebuilding cost with a reputable insurer and this cover must be put in place at all times whilst there is an Outstanding Balance under this agreement. We may at any time ask you to provide evidence of this. Where you fail to insure (or keep insured) the Property to our satisfaction we may insure the Property ourselves and such costs will be payable by you together with the costs we incur in dealing with the administration involved. Any insurance taken out by us at any time is for our benefit only and may be cancelled at any time by us without notice to you.

10 OCCUPATION AND USE OF THE PROPERTY (for more on your obligations, please see the Security)

If your mortgage is not a CBTL Mortgage

10.1 If your mortgage is not a CBTL Mortgage, you agree to the following:

(a) You must (unless we have agreed otherwise in the Mortgage Offer) live in the Property and use it as your sole or main home unless we agree you do not have to;

(b) You must not give (unless we have agreed otherwise in the Mortgage Offer) up possession of all or part of the Property and allow someone else to live there with you apart from a Related Person;

(c) You will not sell or otherwise dispose of or purport to dispose of the Property or any part of the Property;

(d) You must not grant or agree to grant a lease, tenancy or any form of licence over all or part of the Property unless we have agreed to this;

(e) You must not use the Property for any business use unless we agree you can.

If your mortgage is a CBTL Mortgage

10.2 If your mortgage is a CBTL Mortgage, you agree to the following:

(a) The Property will be subject to a Rental Agreement and will not be occupied by you or a Related Person;

(b) You must not use the Property for any business use unless we agree you can.

10.3 Where the Property is let by you under a Rental Agreement, you will use your best endeavours to procure the payment of the rents reserved by and the observance and performance of the covenants, conditions, agreements or obligations contained in all leases or tenancy agreements to which the Property or any part of it is or may become subject.

10.4 You will not without our previous consent in writing (and then only to the extent permitted by and in accordance with any conditions attached to that consent) in relation to any lease or tenancy to which the Property or any part of it is or may become subject take any steps to or to agree to:

(a) vary its terms;

(b) review or submit to any review of the rent payable under it; or

(c) accept a surrender of it, cancel, forfeit or otherwise terminate it; or

(d) renew or enfranchise it.

11 CHANGES TO THE TERMS OF THE AGREEMENT

11.1 We can make any changes to the terms of this agreement with your consent. We can also make changes to the terms for the following reasons:

(a) to comply with a change in any applicable laws or regulatory guidance or how applicable laws or regulations are applied or interpreted;

(b) if we introduce a new service or facility or we improve an existing service or facility in connection with our agreement with you;

(c) the change is beneficial to our customers generally or makes our terms clearer; or

(d) to reflect a change in our systems or procedures or more generally to the way we operationally manage your account.

We will give you at least 28 days' notice before we make such a change.

12 OTHER MATTERS

12.1 We may refer any arrears or default incurred by you or the ongoing administration or supervision of the loan to a third party debt collection agency or service provider for the collection or ongoing administration. All reasonable charges levied by such third party are to be paid by you when incurred by us.

12.2 We may assign our rights and transfer our obligations under this agreement at any time but you may not do so. Your rights and guarantees under this agreement will not be affected or reduced if we transfer our obligations and responsibilities to someone else.

12.3 We may make a temporary arrangement with you not to enforce the terms of our agreement with you strictly or may grant you an indulgence without losing the right to enforce the terms later.

12.4 If we cannot enforce part of our agreement with you that will not affect our right to enforce any other part of it.

12.5 Any survey and/or valuation report on the Property obtained by or on our behalf is strictly confidential to us and no warranty or guarantee is made or deemed to be made

by us as a result of any of the contents of such survey and/or valuation report in the event that the mortgage is completed as to the value, worth or condition of the Property.

12.6 If there is more than one person named as a party to this agreement, these terms and conditions apply to all named borrowers. All borrowers are jointly and severally responsible for performing the obligations set out in this agreement.

12.7 All communications with you will be in English.

12.8 Any notice (written or otherwise) to be given to you under or in connection with our agreement with you may be sent by post, hand delivery, email or text message using your Contact Details or using any online customer portal we have previously notified you of in accordance with this clause. You must notify us promptly of any changes to your Contact Details. If there is more than one person named as Borrower, then a notice given to one of you will be deemed to have been given to all of you.

12.9 A notice sent to you by post will be deemed to be effective two working days after the date of posting. A notice delivered by hand to you will be deemed to be effective at the time of delivery. A notice sent by email, text message or using our customer portal to you will be deemed to be effective on the date of sending unless it is sent on a non-working day or after 5pm (UK time), in which case it will be deemed only to become effective on the next working day. 'working day' means any day from Monday to Friday except for any bank or public holidays in England and Wales.

12.10 You may contact us by post, email or telephone during our office hours. Any notice to be given to us under or in connection with our agreement with you must be sent by either post or hand delivery to our registered address and will not be deemed effective until we have actually received it.

12.11 This agreement is governed by English law and the Courts in England and Wales have jurisdiction in relation to it (except where this Property is situated in Scotland when the agreement is governed by Scots Law and the Scottish courts have jurisdiction).

12.12 If you do not make a payment on time on any agreement with us, we may use any money we have received from you, or any money which we hold for you, to make the payment. This right is sometimes referred to as "the right of set-off".

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

Together Personal Finance is a trading style of Together Personal Finance Limited, a company registered in England and Wales (company registration number 02613335), with its registered office at Lake View, Lakeside, Cheadle, Cheshire SK8 3GW. Together Personal Finance Limited is authorised and regulated by the Financial Conduct Authority with firm reference number 305253. If you want to know more, please visit the Financial Services Register: https://register.fca.org.uk/s/.

Your Binding Mortgage Offer

Date: 08 February 2024	**Reference: 10337849**
Borrower(s): Mr Asim Erturk	**Property Details: 30 Old London Road, Badgers Mount, SEVENOAKS, TN14 7AE**

Important information

1) This Binding Mortgage Offer is made by Together Personal Finance Limited (registered in England and Wales, company number 02613335) trading as Together ("the Lender") of Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW referred to in this document as "we" or "us", to Mr Asim Erturk at 30 Old London Road, Badgers Mount, SEVENOAKS, TN14 7AE, referred to as "you". Along with this Offer, we have sent you a legal charge (or in Scotland, a standard security) over the Property that you have offered as security for the loan (which we shall refer to as "the Property"). The Property is described in the legal charge or standard security.
2) By this Offer we agree to lend you the amount shown in section 3 below. This Offer is issued on the basis of the information supplied to us as part of the application process. It is also based upon information set out in the Mortgage Illustration. If you accept the Offer, then you agree to keep to its terms and to give us a 1st legal charge or standard security over the Property on the terms set out in the legal charge or standard security. The terms of the Offer are set out below and in the General Terms and Conditions that follow.
3) In England and Wales, if you want to accept this Offer, sign this document in the signature box and sign the legal charge in front of a witness as shown in the boxes on the legal charge, but do not date the legal charge. Then return the Offer and legal charge to us by 08/05/2024. We will then, subject to the conditions or requirements set out in the section below headed "Our right to withdraw this offer" being satisfied, release the amount shown in section 3 and put the date on which we release such amount on the legal charge. The terms of the Offer and the legal charge will become a binding agreement between you and us at that point. If you do not keep to those terms we can sell the Property to recover the amount owing to us.
4) When we release the loan amount, we will also tell you the date the agreement between us became binding and will confirm the details of the agreement, including the amount and date of the first payment you must make.
5) The Offer will automatically lapse after the time stated below unless we have agreed in writing to an extension or have issued a revised Offer.
6) You are free to decline this Offer. But if you do so, you'll lose any fees listed under the heading '7. What fees must you pay?' which you've already paid and/or which are not refundable. After you enter into the mortgage with us, there's no right to withdraw other than a right to repay early. If you repay early, you may have to pay an early repayment charge (see '9. What happens if you don't want this mortgage anymore?').

Our right to withdraw this Offer

This Offer is in most cases binding upon us. This means that we are committed to enter into a binding agreement (including for the duration of the reflection period - see below) and to providing you with the funds if you accept the Offer. There are, however, some circumstances in which we will not be bound by the Offer if certain events happen or conditions are not met that are set out below. If these events happen or if you do not meet these conditions then we are entitled to withdraw the Offer, including even after you have signed the Offer, and to not provide the advance to you.

Reasons why we may withdraw our Offer to you:

a) If there has been a material change in your circumstances since the date you applied for the mortgage which we consider is likely to have a material impact on your ability to afford the loan and:
   (i). we were not aware of the change before we provided the Offer to you; and
   (ii). had we been aware of the change we would not have provided the Offer to you or would have provided the Offer to you on different terms.

b) If we discover that you have:
   (i). provided us with untrue, inaccurate or incomplete information as part of your application for the loan and we have used this information in deciding whether to provide the Offer to you; or
   (ii). withheld information which we have requested from you as part of your application for the loan and had we been aware of the relevant information we would not have provided the Offer to you.

c) If there is a change to the condition, value or title to the Property to be taken as security and such change has a material impact on the suitability of the Property as security for the loan. This includes there being no other mortgage, charge, security or other encumbrance on the Property ranking in priority to our mortgage or standard security other than as set out in section 3 or to which we agree to in writing.

d) If the Property is not insured or ceases to be insured for its recommended re-instatement value. We will require you to provide up to date evidence of such insurance and may withdraw this offer if this is not provided to our reasonable satisfaction.

e) As part of the steps we undertake prior to transferring the amount of the loan to you or your legal advisor, we require that either your legal advisor or our own external or internal legal advisor:(i) carry out certain checks in relation to the condition, value or title of the Property; and (ii) if applicable, confirm that any adult occupiers in the Property who are not also borrowers have agreed to postpone any interest they have in the Property to us.We may withdraw this Offer if your or our legal advisors are unable to: (a) complete these checks and confirmations to our satisfaction; or (b) otherwise comply with our instructions in relation to the Property.

1. About this Offer document

a) This Offer is valid until 08/05/2024.

b) The Offer, which includes the General Terms and Conditions that follow and the Tariff of Charges, along with the legal charge or standard security, contains all of the terms of the agreement between us.

c) You have a reflection period of at least seven days from the date of this Offer, expiring on the validity date shown in a) above. You should consider its terms and whether it is suitable for you. You should also compare this with other Offers. During this period the Offer will remain binding on us and you may accept the Offer at any time.

d) You are not bound by the terms of this Offer document until you have signed this Offer document and the legal charge or standard security and the funds are released for your mortgage.

2. Information about us

We are authorised and regulated by the Financial Conduct Authority. Our firm reference number is 305253. You can check the Financial Services Register on the FCA website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 1116768.

If you wish to discuss this Offer please contact us at Lake View, Lakeside, Cheadle, SK8 3GW or on 0161 933 7042.

3. Main features and cost of the loan

This Offer is based on borrowing £530,000.00 plus £0.00 for fees that will be added to the loan - see section 7 for details.

Description of this mortgage: This is a first charge capital repayment loan, with an interest rate which shall remain fixed for the first 2 years of the term. Following expiry of the fixed rate period, the interest rate will be a variable rate equal to the aggregate of:

(a) the product margin as detailed in the 'Interest rate and other costs' section below; and

(b) the Together Homeowner Managed Rate, being the variable base lending rate of the Lender.

Further information on the Together Homeowner Managed Rate can be found in Clause 5 of our General Terms and Conditions (appended to this Offer) and on our website.

Repayment Term: 28 years

Total amount to be repaid: £1,730,110.28

This means that you pay back £3.26 for every £1 borrowed.

The amount shown here is for illustration purposes only. A variation in the interest rate after the first 2 years or if any additional charges or interest are added to the loan then this could lead to a change in the total amount to be repaid.

Estimated value of the Property: £830,000.00

Your Property 30 Old London Road, Badgers Mount, SEVENOAKS, TN14 7AE will be the security for this loan.

4. Interest rate and other costs

The annual percentage rate of charge (APRC) is the total cost of the loan expressed as an annual percentage. The APRC is provided to help you to compare different Offers. The APRC comprises the interest payable under the mortgage and the fees and charges shown in section 7.

The APRC applicable to your loan is 11.5%.

The interest rate is: 9.50% per annum fixed for 2 years and then reverting to a variable rate of 1.80% ("the Product Margin") above the Together Homeowner Managed Rate applicable from time to time for the remainder of the term. The current Together Homeowner Managed Rate is 9.50% giving a current reversionary rate payable of 11.30%.

We will vary the interest rate at any time after the end of the fixed rate period to reflect any changes in the Together Homeowner Managed Rate (see clause 5 of the General Terms and Conditions for further information).

In calculating the APRC, it is assumed that after the expiry of the fixed rate period that the current reversionary rate will apply for the remainder of the term, that the loan will run to its full term and that you will fulfil your obligations under the terms of the agreement (including making all repayments on time).

5. Frequency number and amount of payments

Repayment frequency: Monthly

Number of repayments: 336

Amount of each repayment £4,514.97 a month for the first 2 years
After 2 years your fixed rate will end and assuming that the current reversionary rate will apply for the remainder of the term your new monthly repayment will be £5,190.50.

The interest rate on this loan can change after the end of the fixed rate period. This means that the amount of your instalments could increase or decrease.

6. Are you comfortable with the risks?

What if interest rates go up?

The monthly payments shown in this Offer could be considerably different if interest rates change after the end of the fixed rate period. For example, for one percentage point increase in the variable rate shown of 9.50%, your monthly payment will increase by around £384.90.

What if your income goes down?

You will still have to pay your mortgage if you lose your job or if illness prevents you from working. Think about whether you could do this.

MAKE SURE YOU CAN AFFORD YOUR MORTGAGE IF YOUR INCOME FALLS

The MoneyHelper information sheet "You can afford your mortgage now, but what if…?" will help you consider the risks. You can get a free copy from www.moneyhelper.org.uk, or by calling 0300 500 5000.

7. What fees must you pay?

Fees payable to the Lender	Fee Amount
Acceptance Fee which you have chosen to pay to the Lender payable prior to completion and will not be refundable	£1,495.00
Redemption Administration Fee applicable when you repay the loan in full	£100.00
Fees payable to Intermediaries	**Fee Amount**
Third Party Valuation Fee which you have chosen to pay to the Valuer payable on application and will not be refundable	£720.00

You may have to pay other taxes or costs in addition to any fees shown here.

8. Your right of withdrawal

Once this mortgage completes and we have released the funds to you there will be no right of withdrawal. You will, however, have a right to repay the mortgage in accordance with the section 9.

If you do not enter into this mortgage then you should check whether any fees that you have paid to any third party will be reimbursed. Fees that are non-refundable are set out in section 7.

9. What happens if you do not want this mortgage any more?

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

Conditions: Depending upon when you repay us, you may have to make certain additional payments to us. Should you decide to repay this loan early, please contact us to ascertain the exact level of the exit charge (the "Early Repayment Charge") at that moment.

Early Repayment Charges

Early Repayment Charges are payable on this loan for the first 2 years (the "ERC Years"). If you repay us during this period, then you will be required to pay an Early Repayment Charge calculated as a percentage of the original total loan amount (being the "Total Loan Amount" as defined in the General Terms and Conditions). The table below sets out the relevant % Charge in each ERC Year and illustrative examples of the Early Repayment Charges that will be payable in each ERC Year should you repay your loan early.

Loan Amount	ERC Year	% Charge	Early Repayment Charge (if you repay the loan in full)
£530,000.00	Year 1: At any time up to and including the 1st anniversary of completion of the loan.	3 %	£15,900.00
	Year 2: At any time from the expiry of Year 1 up to and including the 2nd anniversary of completion of the loan.	2 %	£10,600.00

The maximum Early Repayment Charge you could pay is £15,900.00 plus the Redemption Administration Fee.

Overpayments

If you make total overpayments of greater than 5% of the Total Loan Amount in an ERC Year then you will incur Early Repayment Charges. Further details are contained in the following section below.

Redemption Administration Fee

A repayment administration fee is payable to us when you repay the mortgage in full (whether repaid early or otherwise). Currently the amount of this fee is £100.00.

What happens if you move house?

The mortgage is not portable and should you move house the mortgage must be repaid.

10. What happens if you want to make overpayments?

You may make total overpayments of 5% or less of the Total Loan Amount in each ERC Year without incurring any Early Repayment Charges ("the Overpayment Allowance"). If your total overpayments exceed the Overpayment Allowance in any ERC Year, you will be required to pay an Early Repayment Charge on the amount overpaid in excess of the Overpayment Allowance.

Following expiry of the ERC Years set out above, you may make an overpayment towards your loan at any time. There is no limit to the amount you can overpay by. All overpayments made by you will be credited as a payment on your account. This will reduce the amount of interest charged on the amount you owe. See clause 8 of the General Terms and Conditions.

If you want to make a partial redemption of your mortgage you should let us know in writing or by telephone that this is your intention before making the payment.

11. Tariff of charges

Attached to this Offer is a tariff of charges that could be incurred in respect of this mortgage. We are entitled to vary these charges – please see clause 6.3 of the General Terms and Conditions for further details.

12. Using a mortgage intermediary

We will pay Trinity Financial Limited an amount of £1,590.00 if you take out this mortgage. . This payment is in addition to any fee you may have paid to the mortgage intermediary.

13. Where can you get more information about mortgages?

MoneyHelper publishes useful guides on choosing a mortgage. These are available free through its website: www.moneyhelper.org.uk, or by calling 0300 500 5000. The website also provides comparative tables to help you shop around.

14. Complaints

If you have a complaint you may contact us at Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW Telephone:- 0800 093 2248 or 0161 956 3258 or e-mail us at customerrelations@togethermoney.com.

If we are unable to resolve any complaint through our internal complaints procedure you may contact the Financial Ombudsman Service by writing to them at Exchange Tower, London, E14 9SR, by calling 0800 023 4567 or 0300 123 9123 or by emailing complaint.info@financial-ombudsman.org.uk. You can also visit its website: https://www.financial-ombudsman.org.uk/ .

15. Special terms and conditions applying to this Offer

The following are special terms and conditions applying to this Offer in addition to those in the General Terms and Conditions

1)

There are no special terms and conditions applying to this offer.

16. Law and Langauge

This Offer is governed by the laws of England and Wales and the Courts in England and Wales have jurisdiction in relation to it (except where this Property is situated in Scotland when the agreement is governed by Scots Law and the Scottish courts have jurisdiction).

We will always communicate with you in the English language.

Now please read the following important statement

a) It is important that you read and agree to the terms and conditions set out in the boxes above, the General Terms and Conditions that follow and the legal charge or standard security which accompanies this Offer document.
b) All information provided in connection with this application should be to the best of your knowledge and belief correct and you should let us know of any changes in your circumstances or the information given by you before the mortgage completes.

We strongly recommend that you take independent professional and/or legal advice before you accept this Offer and compare this Offer carefully with all Offers made to you by other lenders.

You will be bound by this document and the legal charge or standard security once the funds are released for your mortgage. Only sign this document if you want to be legally bound by its terms.

_____	_____	_____
PRINT NAME	SIGNATURE	DATE
_____	_____	_____
PRINT NAME	SIGNATURE	DATE

Duncan Abraham

FOR AND ON BEHALF OF TOGETHER PERSONAL FINANCE LIMITED

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

Together Personal Finance Limited
General Terms and Conditions

Together Personal Finance Limited Mortgage General Terms and Conditions (the General Terms and Conditions)

This booklet contains the general terms and conditions which apply to your mortgage with us. Please read these General Terms and Conditions carefully and make sure you understand them before taking out a mortgage with us. **Your home may be repossessed if you do not keep up repayments on your mortgage.**

If you do not understand anything in these General Terms and Conditions, or any of the enclosed documents, we provide for your mortgage, you must ask us, your mortgage or credit intermediary or your legal adviser to explain them to you.

Summary

Below we've summarised some of the key terms we've used in the General Terms and Conditions, but you should make sure that you read the terms and conditions in full. If you have any questions, please:

- visit our website at www.togethermoney.com;
- call us on 0161 333 7400 – we're here 9am to 5.30pm, Monday to Friday;
- email us at customercare@togethermoney.com; or
- write to us at Together, Lake View, Lakeside, Cheadle, SK8 3GW.

Key term	Summary
Total loan amount	We'll lend you the **total loan amount**, which we'll send to you after we have taken certain fees as set out in clause 3.1 of the full terms and conditions. If necessary, we'll distribute money to any creditors (anyone you owe money to) that you may have.
Monthly payment	You need to pay us each **monthly payment** as set out in your **mortgage offer** (or any changed **monthly payment**) on time, unless you have a **bridging mortgage**. (If you have a **bridging mortgage**, you will not make monthly payments and you will need to pay the **outstanding balance** at the end of the mortgage term). If you have a repayment mortgage (see your **mortgage offer**), each **monthly payment** is calculated so that the **total loan amount** you have borrowed is repaid by the end of your mortgage term, along with the interest. If you have an interest-only mortgage (see your **mortgage offer**), your monthly payments will cover the interest which is added each month, but will not include anything towards the **total loan amount**. You must put arrangements in place to repay this at the end of the mortgage term.
Changing your monthly payment	We may change the amount of your **monthly payment** during your mortgage. Some examples of when we might do this are in clause 4.6 of the full terms and conditions. If we change your **monthly payment**, we will give you up to 28 days' notice (see clause 4.7). This won't apply if you have a **bridging mortgage**.
Changing the payment due date	You can change your **payment due date** at any time. If the change means you need to pay extra interest, we'll tell you the amount and when you need to pay it. This won't apply if you have a **bridging mortgage**.
Interest	We add interest to the **outstanding balance** (the full amount you owe at the time) from the date we pay the **total loan amount**. The interest rate you pay is shown in your **mortgage offer**. Interest is added and calculated on each **payment due date** or, if you have a **bridging mortgage**, on each **interest due date**. For

	more information, please see clause 5.2 of the full terms and conditions. We can change the variable interest rate. For more information, see clauses 5.4, 5.5 and 5.6. Your interest rate will not change during any fixed-rate period. We can continue to add interest even if we get a court judgment (such as a CCJ) or order (such as a charging order) against you (see clause 5.3).
Early repayment	You can repay all or part of your mortgage at any time. You may have to pay an **early repayment** charge if you repay all or some of your mortgage during a fixed-rate period, as set out in your **mortgage offer**.
Immediate repayment	In some circumstances we can ask you to repay the **outstanding balance** straight away (for example, if you don't make your payments on time). Clause 7.1 of the full terms and conditions sets out when we can do this. Please make sure you understand when this could happen. This is important because if we ask you to pay the **outstanding balance** and you don't pay it, we could take legal action against you. This could include repossessing and selling the property, or we may appoint a receiver (see clauses 7.3 and 7.4) if you have a consumer buy-to-let (CBTL) mortgage (see clause 1.1).
Charges	In certain circumstances, we may add a charge to your account for work we have to do to manage your account (for example, if you miss payments). We've enclosed a **tariff of charges**, which is also on our website at togethermoney.com/existing-customers/tariff-of-charges. We can change and introduce new charges at any time (see clause 6 of the full terms and conditions).
Our right to change your agreement with us	Clause 11 of the full terms and conditions sets out our rights to change the terms of your agreement with us. We can only do this in limited circumstances and we'll give you 28 days' notice of any changes.
Property obligations	Your mortgage will be secured on the **property** (as described in the **mortgage offer**). You will need to insure the **property** and keep it in a good state of repair (see clause 9 of the full terms and conditions). Depending on the type of mortgage you have, there are limits on who can live in the **property** (see clause 10).
Joint borrowers	If you're borrowing with someone else, you are both jointly and individually responsible for the **total loan amount** plus interest and charges. This means that we can ask each of you individually for the full amount you owe us.
Flexible features	Your mortgage may include some flexible features,

	such as making overpayments and early repayment charges. If it does, these will be set out in section 9 of your **mortgage offer**.
Transferring the mortgage	We may transfer our rights under your mortgage, as set out in clause 12.2 of the full terms and conditions.
Commission	We may pay the mortgage broker a commission for introducing you to us. The amount we pay them (if any) is set out in the **mortgage offer**.



General Terms and Conditions

1 DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions certain words have a special meaning as follows:

(a) "Acceptance Fee" means the fee payable (if any) to the Lender as set out in the Mortgage Offer.

(b) "Bridging Mortgage" means a mortgage which requires a single payment of the capital borrowed and the accrued interest at the end of the mortgage term (to see if it is, please see section 5 of the Mortgage Offer).

(c) "Broker" means any broker or other mortgage intermediary referred to in your Mortgage Offer or otherwise who introduced you to us.

(d) "Broker Fee" means the fee payable (if any) to the Broker as set out in the Mortgage Offer.

(e) "CBTL Mortgage" means a mortgage which is recorded in section 3 of the Mortgage Offer as being a consumer buy to let mortgage.

(f) "Contact Details" means the postal address, email address(es) and/or telephone numbers provided to us as part of your loan application (or such other or updated contact details as we have for you from time to time).

(g) "Interest Due Date" means the date that the accrued interest will be applied and added to the Outstanding Balance starting one calendar month after the date on which this agreement is made and then on the same date in each following month but if there is no corresponding date in the month, it will be the last day of that month.

(h) "Monthly Payment" means the amount you must pay us every calendar month as fully described in clauses 4.1 and 4.2 of these General Terms and Conditions and as set out in the Mortgage Offer.

(i) "Mortgage Offer" means the offer letter of which these terms and conditions form part which sets out the key features and terms of our loan to you including the loan amount and the amount you have to repay.

(j) "Outstanding Balance" means the Total Loan Amount together with interest accrued under the agreement and all fees and charges payable under this agreement minus any payments made by you.

(k) "Payment Due Date" means the date of the month on which you have agreed to make your regular Monthly Payment.

(l) "Product Margin" means a fixed percentage rate set out in the Mortgage Offer which is added to the Together Homeowner Managed Rate to make up the total interest rate that will apply to your mortgage following expiry of any fixed rate period (if applicable). The percentage rate for the Product Margin will not change throughout your mortgage.

(m) "Property" means the property or properties you are giving us a charge or mortgage over as security and which is described in the legal charge or, in Scotland, the standard security.

(n) "Related Person" means your spouse, civil partner (including unmarried partner), parents, grandparents, siblings, children and grandchildren.

(o) "Rental Agreement" means an agreement between you and another party for the granting to that other party of a tenancy or lease of the Property.

(p) "Security" means the legal charge or standard security we have taken over your Property to secure repayment of the Outstanding Balance.

(q) “Tariff of Charges” means a tariff of the additional charges you may have to pay under the agreement which describes the nature of the charges and the amount payable if you are in default or if you require administrative services and which we provide to you with the Mortgage Offer.

(r) “Together Homeowner Managed Rate” means our variable base lending rate. This rate may increase or decrease in certain circumstances as set out in these general terms and conditions. For more information on how the rate is set, please see the “Read more information on THMR” section within the “Overall cost for comparison” box of the Personal Mortgages page on the website - https://togethermoney.com/personal-mortgages/how-interest-works/

(s) “Total Loan Amount” means the sum of the amount of the loan to be granted together with any fees financed under the agreement shown in section 3 of the Mortgage Offer.

(t) "you", "your" means the person or people named in the Mortgage Offer and legal charge or standard security as the "borrower" and anyone we may later add at your request. It can also include a personal representative, a successor or anyone else who takes over your legal rights or responsibilities; and

(u) "we", "us", "our" means Together Personal Finance Limited trading as “Together” and our successors and assignees and anyone who takes over our legal rights and/or obligations and responsibilities under our agreement with you.

2 OUR AGREEMENT WITH YOU

2.1 Our agreement with you is made up of:

(a) these general terms and conditions;

(b) the Mortgage Offer (which includes any special conditions);

(c) our tariff of charges; and

(d) the legal charge or standard security (including the terms and conditions to that document).

2.2 Our agreement with you includes any amendment or changes made to these general terms and conditions or other documents set out in clause 2.1 above.

3 OUR LOAN TO YOU

3.1 We agree to lend to you the Total Loan Amount. You authorise us to:

(a) pay any Broker Fee from the Total Loan Amount and to deduct the Acceptance Fee shown in section 7 of the Mortgage Offer, and

(b) pay any loans and other debts that you owe shown in the section headed “Special terms and conditions applying to this Offer” of the Mortgage Offer (if any) from the Total Loan Amount except where we agree that your solicitors or other legal representatives will make the payments shown to the organisations that you owe money to, and

(c) pay to the Broker a commission for your introduction to us in the amount set out in the Mortgage Offer (if any). This sum does not form part of the Total Loan Amount and will be paid by us.

3.2 In consideration of our advancing the Total Loan Amount to you we have taken security over your Property by your signing the legal charge or, in Scotland your signing in front of a witness, the standard security. This secures repayment of the Outstanding Balance to us.

4 YOUR PAYMENT OBLIGATIONS

4.1 You agree to repay the Total Loan Amount and interest:

(a) (if your mortgage is not a Bridging Mortgage) by making each Monthly Payment (if any) shown in section 5 of the Mortgage Offer on the relevant Payment Due Date (subject to any variations as set out under clauses 4 or 5 below) and otherwise by paying the Outstanding Balance no later than the end of the repayment term of this agreement

(b) (if your mortgage is a Bridging Mortgage) by making a single payment of the Outstanding Balance at the end of your mortgage term.

4.2 If the Mortgage Offer requires you to pay a Monthly Payment, then the first Monthly Payment will fall due one calendar month after the date on which this agreement is made and subsequent monthly payments are payable on the Payment Due Date. If there is no corresponding date in the month, the Monthly Payment will fall due on the last day of that month. If the Payment Due Date falls on a day when payment cannot be made (for example, a weekend), then the Monthly Payment will be due on the next business day. If there is an Outstanding Balance remaining at the end of the loan term, it will be payable on demand.

4.3 All payments should be made by direct debit unless we tell you otherwise. By agreeing to your Offer, you confirm your agreement to make such payments by direct debit and confirm that you may authorise direct debits to be drawn upon the account(s) which are nominated to us.

4.4 You also agree to pay (in addition to the payments required under clauses 4.1 to 4.3):

(a) The additional fees and charges shown in clause 6.1 below.

(b) A Repayment Administration Fee, payable when you have fully repaid the Outstanding Balance. The amount of the current fee is shown in section 7 of the Mortgage Offer.

(c) Any insurance costs and charges plus interest we incur under clause 9.1 below.

(d) Any third party charges referred to in clause 12.1 below.

The amounts in (a), (c) and (d) above are payable upon demand and in any event no later than the end of the repayment term of the agreement.

Changing the Payment Due Date or your Monthly Payment

4.5 We may at our discretion and if you agree, change the Payment Due Date in which case where this change results in additional interest accruing under the agreement, we may request that such additional interest is paid by you on a date and by such method as we agree.

4.6 We may change the amount of your Monthly Payment if, for example:

(a) your interest rate changes (see clause 5.4 below);

(b) you have to pay a charge or fee to us (for example if we pay to insure the Property under clause 9.1 or pay a service charge (where the Property is leasehold));

(c) you partially repay the Total Loan Amount or any other sum due under the mortgage; or

(d) we agree to change the day on which you make your Monthly Payment.

4.7 We will write to you and tell you if we change the Monthly Payment and give you reasonable notice (in the case of (a) and (b) of clause 4.6 above we will give you at least 28 days' notice) before the changed monthly payment is to take effect.

5 INTEREST

How we charge you interest

5.1 We start charging you interest on the Outstanding Balance from the date we advance the Total Loan Amount at the interest rate shown in section 4 of the Mortgage Offer.

5.2 Interest is charged and calculated monthly on each Payment Due Date (or where there is no such Payment Due Date, on each Interest Due Date) by applying the interest rate per annum to the "Outstanding Balance" on the preceding Payment Due Date or as applicable Interest Due Date (or, for the calculation of interest on the first Payment Due Date, the Outstanding Balance on the date on which the we advance the Total Loan Amount) and dividing the product of that application by twelve. The resulting amount is then added to the Outstanding Balance.

We are entitled to charge you interest even if we get a court judgment, order or decree against you

5.3 Interest at the interest rate shown in section 4 of the Mortgage Offer will continue to be charged on the Outstanding Balance even if after we have obtained a court judgment, order, or in Scotland a decree against you, such obligation to be independent of and not to merge with any judgment, order or decree.

Variation in the interest rate

5.4 If the interest rate stated in section 4 of the Mortgage Offer is a fixed rate for a period of time, then that interest rate will apply for that period and cannot be changed. If there is no such fixed interest rate, or if the fixed interest rate period has ended (including where the term set out in section 3 of the Mortgage Offer has ended but there is still a balance outstanding to us), you must pay interest at a variable interest rate on the basis set out in Section 4 of your Mortgage Offer and being either:

(a) (where your mortgage was initially on a fixed or discounted interest rate, then upon expiry of that discounted or fixed rate period) the Together Homeowner Managed Rate applicable at that time plus the Product Margin. The Together Homeowner Managed Rate can be changed but the Product Margin is fixed for the duration of your mortgage. Your interest rate will vary to reflect any changes in the Together Homeowner Managed Rate (see clause 5.5 below for the circumstances where we may change it) applicable from time to time; or

(b) (where your mortgage was initially on a variable basis and not subject to an initial fixed or discounted interest rate) a variable rate as we may vary from time to time (see clause 5.5 below for the circumstances where we may change it).

5.5 We may vary the Together Homeowner Managed Rate or your variable rate at any time. However, we will only do so for one (or more) of the following reasons:

(a) if there is (or we know there is about to be) a change to the law or regulatory requirements we follow (including any recommendations that are made by an ombudsman or similar body, or any relevant codes of practice or general industry practice) and there is a change to the cost of following those laws or those regulations;

(b) if there is (or we reasonably expect) a change in the risk to us in providing you with loans or the cost of safeguarding against that risk;

(c) if there is (or we reasonably expect) a change to our funding costs in raising money we lend to you or in our loans business (including both new and existing loans) generally;

Where we do change the Together Homeowner Managed Rate or your variable rate for any of the reasons stated above, the change will be a proportionate response to the reason giving rise to that change. We will only change the Together Homeowner Managed Rate or your variable rate for one or more of the reasons set out in this clause (but we do not need to tell you which reason or reasons have led to the change).

5.6 Where a variation to your interest rate happens, we will give you at least 28 days' written notice before applying the new interest rate to your loan. The written notice will confirm the date that the interest rate takes effect, what the interest rate has been varied to and the resulting changes to your Monthly Payment.

6 FEES AND CHARGES

Payment of additional fees and charges

6.1 You also agree to pay the following:

(a) The amounts shown in the Tariff of Charges.

(b) All reasonable legal and other costs and charges that we reasonably incur or pay to a third party arising from your breach of this agreement or where we take action reasonably required to protect or preserve the Security over the Property or its value.

(c) The reasonable costs incurred by us for the provision of administrative services, details of which we may notify you of from time to time by informing you of our Tariff of Charges.

(d) Other fees and charges that may arise because you do not keep your obligations under the agreement. For example, if you do not insure the Property, fail to keep it in good repair or you fail to pay ground rent or a service charge or other payment chargeable in respect of the Property and we do so for you, or if we have to take legal action or proceedings because you break your agreement with us. Charges may also come about because you have breached your agreements with other people, for example your freeholder or landlord, where the Property is leasehold, with an earlier mortgage lender (where this mortgage is a second or later charge) or local byelaws, for example if you are subject to an enforcement or charging order. If we know how much an expense will be in advance we will tell you. We will only charge you a reasonable amount to cover our internal costs or expenses and any costs or expenses we have to pay to other people.

Interest on fees and charges

6.2 Any amounts payable by you under clause 6.1 above will be added to the Outstanding Balance and interest will be charged on such charges at the interest rate which then applies. Any such sums that are applied to your account will only be applied on a simple basis and we will not compound interest on such sums.

Variation of fees and charges

6.3 We may increase or reduce the amount of any of the charges shown in our Tariff of Charges by giving you not less than 28 days' written notice. Any increase in the charges shown in the Tariff of Charges will not happen more than once in any calendar year.

6.4 We will only increase the amount of a charge to respond proportionately to a change in the amount of the administrative costs which we reasonably estimate that we incur in carrying out the work to which the charge relates.

6.5 We may decrease the amount of a charge for any reason and at any time. If we do so, we will give you notice but may apply the decrease before notice is given to you.

6.6 We may also introduce new charges to enable us to recover an amount not exceeding our reasonable estimate of the administrative costs we expect to incur:

(a) in providing you with a new service or facility we make available to you in connection with the mortgage; or

(b) in complying with new or changed legal or regulatory requirements which apply to the mortgage.

We will give you not less than 28 days' written notice of any new charge which we introduce under this clause.

7 DEMANDING PAYMENT OF THE OUTSTANDING BALANCE

When we can demand you immediately repay the Outstanding Balance

7.1 We can demand that you immediately repay the Outstanding Balance if:

(a) the loan has been obtained as a result of fraud or if any information that you provided to us in connection with your loan application was untrue or misleading in a material respect and that information would have had a significant impact on our decision to lend to you;

(b) if you are in breach of any material obligation under our agreement with you (including failing to pay any sums due) and you have failed to remedy the breach within a reasonable time of us requesting you to do so;

(c) you have failed to pay the Outstanding Balance by the time our agreement with you was due to end (unless we have agreed a payment arrangement with you);

(d) you or any third party takes any action that puts our security over the Property or its value at risk, for example if where the Property is leasehold you have not paid ground rent or service charges and your landlord is seeking forfeiture of the lease, or you have carried our building work to the Property without asking for our permission and that building work has caused damage to or reduced the value of the Property or if the Property is compulsorily purchased for example by a local authority;

(e) you are adjudicated bankrupt (or, in Scotland, your estate is sequestrated), become insolvent or propose to enter into an arrangement with your creditors;

(f) (in the case of joint borrowers) the last surviving borrower has died;

(g) the Property is compulsorily acquired;

(h) another lender with any security over the Property takes steps to enforce that security;

(i) we are required to end our relationship with you to comply with our legal or regulatory obligations (for example, to comply with anti-money laundering and financial crime law or regulation); or

(j) you break any of the terms of the Security or otherwise do not comply with the terms of the Security.

7.2 If any of the events above arise we may exercise our power of sale in respect of the Security (in Scotland, in accordance with the provisions of the Conveyancing and Feudal Reform (Scotland) Act 1970) to include bringing court proceedings for possession of the Property. We may also exercise further rights in respect of the Property as described in the legal charge or standard security.

Power to Appoint a Receiver where your mortgage is a CBTL Mortgage

7.3 If your mortgage is a CBTL Mortgage, and any of the events in clause 7.1 above arise, then (in England and Wales) we can also appoint a receiver for all or part of the Property. The receiver may be our employee or anyone else we choose. We can arrange to pay the receiver a reasonable amount. The receiver will act as your agent and this means you are responsible for his costs and their actions.

7.4 If a receiver is appointed then they will have such rights and powers in respect of the Property as are set out in the Security.

8 EARLY REPAYMENT AND MAKING OVERPAYMENTS

8.1 You may end this agreement early at any time by paying to us the Outstanding Balance under this agreement (including the Repayment Administration Fee) together with any Early Repayment Charge shown in section 9 of the Mortgage Offer (if any).

8.2 If you repay the mortgage in full part way through a particular month during the term then a full month's interest will be due to us so that interest for that month will not be apportioned on a daily basis to the date of actual redemption of the mortgage.

8.3 During the ERC Years identified in section 9 of the Mortgage Offer (if any), you may make total overpayments of 5% or less of the Total Loan Amount in each ERC Year without incurring any Early Repayment Charges (**"the Overpayment Allowance"**). If your total overpayments exceed the Overpayment Allowance in any ERC Year, you will be required to pay an Early Repayment Charge on the amount overpaid in excess of the Overpayment Allowance. The Early Repayment Charge incurred will be payable by you when you repay your mortgage in full.

8.4 Subject to the payment of the Early Repayment Charges referred to in clauses 8.1 and 8.3 (if any), you may make an overpayment towards your Outstanding Balance at any time and there is no limit to the amount you can overpay by. Unless we agree otherwise, all overpayments made by you will put your account in credit. This will not affect the amount of interest charged at your next interest payment date but will have the effect of reducing the amount of interest charged at the subsequent Payment Due Date or (if relevant) the Interest Due Date. If you maintain the current level of your Monthly Payment (where your mortgage is not a Bridging Mortgage) this may result in the Outstanding Balance being repaid sooner. If you would like your overpayment to be applied to the account in a different way, you will need to contact us to discuss what options may be available to you before you make, or at the same time as you make, your overpayment.

9 INSURANCE OF THE PROPERTY (for more on your obligations, please see the Security)

9.1 The Property must be kept insured by you for its full rebuilding cost with a reputable insurer and this cover must be put in place at all times whilst there is an Outstanding Balance under this agreement. We may at any time ask you to provide evidence of this. Where you fail to insure (or keep insured) the Property to our satisfaction we may insure the Property ourselves and such costs will be payable by you together with the costs we incur in dealing with the administration involved. Any insurance taken out by us at any time is for our benefit only and may be cancelled at any time by us without notice to you.

10 OCCUPATION AND USE OF THE PROPERTY (for more on your obligations, please see the Security)

If your mortgage is not a CBTL Mortgage

10.1 If your mortgage is not a CBTL Mortgage, you agree to the following:

(a) You must (unless we have agreed otherwise in the Mortgage Offer) live in the Property and use it as your sole or main home unless we agree you do not have to;

(b) You must not give (unless we have agreed otherwise in the Mortgage Offer) up possession of all or part of the Property and allow someone else to live there with you apart from a Related Person;

(c) You will not sell or otherwise dispose of or purport to dispose of the Property or any part of the Property;

(d) You must not grant or agree to grant a lease, tenancy or any form of licence over all or part of the Property unless we have agreed to this;

(e) You must not use the Property for any business use unless we agree you can.

If your mortgage is a CBTL Mortgage

10.2 If your mortgage is a CBTL Mortgage, you agree to the following:

(a) The Property will be subject to a Rental Agreement and will not be occupied by you or a Related Person;

(b) You must not use the Property for any business use unless we agree you can.

10.3 Where the Property is let by you under a Rental Agreement, you will use your best endeavours to procure the payment of the rents reserved by and the observance and performance of the covenants, conditions, agreements or obligations contained in all leases or tenancy agreements to which the Property or any part of it is or may become subject.

10.4 You will not without our previous consent in writing (and then only to the extent permitted by and in accordance with any conditions attached to that consent) in relation to any lease or tenancy to which the Property or any part of it is or may become subject take any steps to or to agree to:

(a) vary its terms;

(b) review or submit to any review of the rent payable under it; or

(c) accept a surrender of it, cancel, forfeit or otherwise terminate it; or

(d) renew or enfranchise it.

11 CHANGES TO THE TERMS OF THE AGREEMENT

11.1 We can make any changes to the terms of this agreement with your consent. We can also make changes to the terms for the following reasons:

(a) to comply with a change in any applicable laws or regulatory guidance or how applicable laws or regulations are applied or interpreted;

(b) if we introduce a new service or facility or we improve an existing service or facility in connection with our agreement with you;

(c) the change is beneficial to our customers generally or makes our terms clearer; or

(d) to reflect a change in our systems or procedures or more generally to the way we operationally manage your account.

We will give you at least 28 days' notice before we make such a change.

12 OTHER MATTERS

12.1 We may refer any arrears or default incurred by you or the ongoing administration or supervision of the loan to a third party debt collection agency or service provider for the collection or ongoing administration. All reasonable charges levied by such third party are to be paid by you when incurred by us.

12.2 We may assign our rights and transfer our obligations under this agreement at any time but you may not do so. Your rights and guarantees under this agreement will not be affected or reduced if we transfer our obligations and responsibilities to someone else.

12.3 We may make a temporary arrangement with you not to enforce the terms of our agreement with you strictly or may grant you an indulgence without losing the right to enforce the terms later.

12.4 If we cannot enforce part of our agreement with you that will not affect our right to enforce any other part of it.

12.5 Any survey and/or valuation report on the Property obtained by or on our behalf is strictly confidential to us and no warranty or guarantee is made or deemed to be made

by us as a result of any of the contents of such survey and/or valuation report in the event that the mortgage is completed as to the value, worth or condition of the Property.

12.6 If there is more than one person named as a party to this agreement, these terms and conditions apply to all named borrowers. All borrowers are jointly and severally responsible for performing the obligations set out in this agreement.

12.7 All communications with you will be in English.

12.8 Any notice (written or otherwise) to be given to you under or in connection with our agreement with you may be sent by post, hand delivery, email or text message using your Contact Details or using any online customer portal we have previously notified you of in accordance with this clause. You must notify us promptly of any changes to your Contact Details. If there is more than one person named as Borrower, then a notice given to one of you will be deemed to have been given to all of you.

12.9 A notice sent to you by post will be deemed to be effective two working days after the date of posting. A notice delivered by hand to you will be deemed to be effective at the time of delivery. A notice sent by email, text message or using our customer portal to you will be deemed to be effective on the date of sending unless it is sent on a non-working day or after 5pm (UK time), in which case it will be deemed only to become effective on the next working day. 'working day' means any day from Monday to Friday except for any bank or public holidays in England and Wales.

12.10 You may contact us by post, email or telephone during our office hours. Any notice to be given to us under or in connection with our agreement with you must be sent by either post or hand delivery to our registered address and will not be deemed effective until we have actually received it.

12.11 This agreement is governed by English law and the Courts in England and Wales have jurisdiction in relation to it (except where this Property is situated in Scotland when the agreement is governed by Scots Law and the Scottish courts have jurisdiction).

12.12 If you do not make a payment on time on any agreement with us, we may use any money we have received from you, or any money which we hold for you, to make the payment. This right is sometimes referred to as "the right of set-off".

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

Together Personal Finance is a trading style of Together Personal Finance Limited, a company registered in England and Wales (company registration number 02613335), with its registered office at Lake View, Lakeside, Cheadle, Cheshire SK8 3GW. Together Personal Finance Limited is authorised and regulated by the Financial Conduct Authority with firm reference number 305253. If you want to know more, please visit the Financial Services Register: https://register.fca.org.uk/s/.

LEGAL CHARGE

This is an important document. You should take independent legal advice before signing and sign only if you want to be legally bound. If you sign and the Lender is not paid you may lose the assets charged. In the case of registered land this document and any priority agreement with any other lender will be a public document.

THIS DEED OF LEGAL CHARGE ("this Legal Charge") dated is given by the Mortgagor to the Lender upon the terms set out below.

Mortgagor:

Mr Asim Erturk of 30 Old London Road, Badgers Mount, SEVENOAKS, TN14 7AE

Lender: **Together Personal Finance Limited (company number 02613335), trading as Together, of Lake View, Lakeside, Cheadle, SK8 3GW**

Property:

30 Old London Road, Badgers Mount, SEVENOAKS, TN14 7AE

registered with [freehold/leasehold] [title absolute] under the Title Number: K341299

1 The Mortgagor with full title guarantee charges the Property by way of legal mortgage and creates other charges all as set out in clauses 1 and 2 of the Mortgage Conditions with the payment of all monies payable by the Mortgagor to the Lender as set out in the same clauses.
2 This Legal Charge incorporates the Mortgage Conditions set out below in the Schedule.
3 The Lender is entitled but not obliged to make further advances and any further advances are secured by this Legal Charge.
4 The Mortgagor agrees to pay all monies due to the Lender on demand including interest and other Liabilities secured in accordance with clause 1 of the Mortgage Conditions.

This Legal Charge has been executed as a Deed by the undersigned on the above date.

SIGNED as a **DEED** by in the presence of:- Witness's signature Name Address Occupation Contact Telephone No.	**SIGNED** as a **DEED** by in the presence of:- Witness's signature Name Address Occupation Contact Telephone No.
SIGNED as a **DEED** by in the presence of:- Witness's signature Name Address Occupation Contact Telephone No.	**SIGNED** as a **DEED** by in the presence of:- Witness's signature Name Address Occupation Contact Telephone No.

Form of charge filed at HM Land Registry under reference MD1492A

SCHEDULE

Mortgage Conditions

1. The Mortgagor with full title guarantee charges all legal estates or interests in the Property (which for the avoidance of doubt includes all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Property) which belong to the Mortgagor now or in the future to the Lender by way of legal mortgage (subject to the rights of any prior mortgagees) as a continuing security for the payment and discharge to the Lender of the Liabilities.
2. The Mortgagor further charges to the Lender by way of equitable mortgage (a) all equitable interests in the Property which now or may at any time in the future belong to him (b) any shares or membership rights which the Mortgagor holds in any company or association connected with the Property and (c) the goodwill of the Mortgagor relating to the business carried on at the Property, in each case with the payment of the Liabilities (but without prejudice to the validity of the legal charge on any legal estate or interest).
3. The Mortgagor authorises the Lender to correct any wrongly completed name or address and to insert the relevant date in this Legal Charge and/or the correct title number of the Property against its description for the purpose of identifying the Property and/or the registration of this Legal Charge as a registered charge.
4. The Mortgagor further covenants with the Lender and agrees and declares as follows:-

4.1 the Mortgagor will keep the Property insured with a reputable EU insurance company approved by the Lender against all risks for its full reinstatement value including site clearance and architects fees and with the interest of the Lender noted and authorises the Lender to claim on behalf of the Mortgagor and to give a good and valid receipt to the insurers for any monies receivable under such policy of insurance. In default the Lender may effect such insurance as it sees fit at the expense of the Mortgagor and any sums paid under this clause shall be repayable to the Lender by the Mortgagor on demand;

4.2 the Mortgagor will make payment of all insurance premiums as and when the same shall become due and on demand by the Lender deliver copies of the policies of such insurance and receipt for each premiums paid;

4.3 the Mortgagor will hold in trust for the Lender any monies received under such policies of insurance and will apply the same towards payment and discharge of the Liabilities;

4.4 the Mortgagor will protect, put and keep the Property and its fixtures and fittings in good repair and condition and not do anything which will devalue them and shall not make any structural alterations without the Lender's consent;

4.5 the Mortgagor shall not without the previous written consent of the Lender grant or accept a surrender of a lease, tenancy or licence in respect of the Property or any part of it or part or share with possession of it or any part of it;

4.6 the Mortgagor shall send to the Lender forthwith a copy of any notice or demand, which affects or may affect the Property or his possession or use of it, served on him by any local authority or any other person or both;

4.7 the Mortgagor shall perform each and every obligation required to be fulfilled by the Mortgagor in any Credit Agreement;

4.8 the Mortgagor shall observe and perform all obligations (including restrictive covenants and payment of any rent or rent charge) for the time being affecting the Property;

4.9 the Mortgagor shall observe and perform all obligations, restrictions and requirements which for the time being apply to the Property its use or occupation, whether imposed by English or EU law or regulation or by any other public or local authority or utility company, and including any environmental regulation, code of practice or guidance issued by any UK or EU authority, government or agency;

4.10 the Mortgagor shall not do or omit to do anything which might make it more difficult or expensive to insure the Property or which could invalidate any insurance on the Property;

4.11 Where the Security is or includes any land, buildings or other real Property that benefits from or is the subject of an application for planning permission at any time during the term of the loan the Borrower hereby agrees as a condition of this loan proceeding to:-

i. develop the relevant property to the satisfaction of the Lender and in accordance with the timescales and conditions attached to the relevant planning permission ("the Works");

ii. notify the Lender of all progress in connection with the Works including all planning related matters and to disclose to the Lender all documentation, notices (rent or received), correspondence, details of any meetings that relate to the Works or any ongoing planning application that in any way affects or relates to the Security. The Borrower hereby waives any professional legal privilege in respect of the same;

iii. notify the Lender in writing of the action the Borrower is taking in relation to the Works at least 12 months (or as soon as possible after drawdown of the loan if there is less than 12 months available) prior to the lapse of any timescales connected to/triggering the relevant planning permission that authorises the Works;

iv. procure warranties in relation to the Works and in particular the standard of workmanship in favour of the Lender in a form acceptable to the Lender from any third party employed or consulted in connection with the Works;

v. procure that in any third party contract associated with the Works the Lender has appropriate step in rights enabling the Lender to enforce any obligations owed by the Borrower as a party to such third party contracts in a format acceptable to the Lender;

vi. abide and cooperate with the Lender and abide by the Lender's decisions and directions in respect of all planning related and development matters connected with the Works or any part of the Security;

vii. abide by the Lenders directions in respect of the appointment, ongoing work and supervision of the Lender's surveyor who shall at the Lender's sole discretion oversee and review all matters connected to the Works on the Lenders behalf. The Borrower agrees that the Lender's surveyor's appointment and any work undertaken by him is to be at the Borrower's cost on a full indemnity basis;

viii. without prejudice to any other cost of indemnity by the Borrower to the Lender the Borrower is to indemnify the Lender in all respects of all costs associated with the Works, any planning or development matters associated with the Security of the ongoing progress of the Works as the Lender sees fit;

ix. agree any further condition that the Lender sees fit to impose during the term of the loan in connection with the Works or the Security.

5. In any case where the Property consists of registered land the Mortgagor applies for a restriction to be entered on the Proprietorship Register in the following terms:
"no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of the Lender referred to in the charges register" and to the extent that the Lender's security shall fail to take effect by way of Legal Charge it shall take effect as an Equitable Charge, in which case;
   i. by signing this Agreement the Borrower agrees to the registration of an agreed notice for the purpose of protecting the Lender's interest and to an entry in form N of Schedule 4 of the Land Registration Rules 2003 and;
   ii. the Borrower authorises the Lender to sign any application for the registration of an agreed notice on behalf of the Borrower.
6. Where this Legal Charge is not a first mortgage the Mortgagor shall comply with the terms and conditions of his first mortgage on the Property and shall use his best endeavours to obtain the consent of the first mortgagee to the registration of this Legal Charge at the Land Registry.
7. Where this Legal Charge is not a first mortgage and any prior mortgagee or chargee is in possession of the Property, in the event that the Lender reasonably considers that (i) the Property is not being realised for the best price reasonably attainable or (ii) that any such prior mortgagee or chargee is not acting in a prudent manner and which is likely to result in the Lender's ability to recover all monies due being put at risk, then the Lender may repay such prior mortgagee or chargee of any sums outstanding to them (in full or in part). All money paid in doing so (including all reasonable costs and disbursements) shall be added to the Liabilities and shall bear interest at the interest rate prevailing at that time to the prior mortgagee or chargee or the interest rate being charged by the Lender under the Credit Agreement, whichever is the lower.
8. Subject to clause 9, the Lender may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Liabilities as the Lender decides.
9. The Lender may open a new account or accounts upon the Lender receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not the Lender opens any such account no payment received by the Lender after receiving such notice shall (if followed by

any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Liabilities outstanding at the time of receiving such notice.

10. The statutory power of sale shall arise on the execution of this Legal Charge but without the restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 and shall become exercisable if and when the Lender makes a demand in writing for payment under this Legal Charge or if and when the Mortgagor fails to observe or perform any of the covenants or provisions contained in this Legal Charge or any order is made for the compulsory purchase or requisition of the Property or any prior mortgagee exercises any of its powers or institutes proceedings to enforce its security or if the Mortgagor became unable to pay his debts or has a trustee appointed in respect of any of his assets or enters into an arrangement with creditors or has a petition or order for bankruptcy brought or made against him or a receiver, administrator, administrative receiver or liquidator is appointed over all or any part of the Mortgagor's Assets.
11. If the Lender shall enter into possession of the Property or of the rents and profits, it shall do so without being liable to the Mortgagor as mortgagee in possession.
12. If the Lender takes possession of the Property as a result of default by the Mortgagor it may act entirely at its own discretion as to the time and manner of sale and may if it wishes grant or accept surrenders of leases of the Property, whether at a rent, without any premium or otherwise, and it may deal with part only of the Property or with different parts in different ways.
13. If the Lender takes possession of the Property it may sell or otherwise deal with any furniture or goods which the Mortgagor has left there as the Mortgagor's agent and at the Mortgagor's expense but without liability to the Mortgagor for any damage or loss arising. The Lender shall retain the net proceeds of sale on a separate account for the Mortgagor. This clause shall not give the Lender any such right as would make this Legal Charge a bill of sale.
14. We are not obliged to consider a request by you for a partial release of the Security involving the release of any particular Property, or part of the Property prior to the full and final redemption of the Liabilities. However, at our absolute discretion, we may consider a request by you to release a particular Property or part of the Property from the Security. The terms of such partial release of the Security are to be dictated at our absolute discretion and are to include such costs of us as we see fit in dealing with your request including the costs of any further valuations we desire and our legal fees.
15. If the Mortgagor fails to do anything which he is required to do by this Legal Charge, the Lender may at its discretion remedy the failure and recover its costs of undertaking the same.
16. The Lender may under the hand of any official or manager or by deed appoint or remove a receiver or receivers of the Property ("Receiver") at any time after the power of sale has arisen pursuant to clause 10 of this Legal Charge and may fix and pay the fees of a Receiver but any Receiver shall be deemed to the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts, defaults and remuneration.
17. All or any of the powers conferred on a Receiver by clause 18 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment.
18. Any Receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers, which in the case of joint Receivers may be exercised jointly or severally:
    i. to take possession of and generally manage the Property;
    ii. to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment;
    iii. to purchase or acquire any land or other property and purchase, acquire, grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;
    iv. to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with and dispose of the Property without restriction;
    v. to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor;
    vi. to take, continue or defend any proceedings and enter into any arrangement or compromise;
    vii. to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bond issuer;
    viii. to employ advisers, consultants, managers, agents, workmen and others and purchase or acquire materials, tools, equipment, goods or supplies;
    ix. to borrow any money and secure the payment of any money in priority to the Liabilities for the purpose of the exercise of any of his powers;
    x. to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property.
19. If the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove, store, sell and/or dispose of any such property. The Receiver will account to the Lender for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Lender to the Mortgagor.
20. A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in section 109(8) of the Law of Property Act 1925.
21. The Mortgagor by way of security irrevocably and jointly and severally appoints the Lender and any Receiver(s) appointed by the Lender to be his attorney to take any action which the Mortgagor is obliged or authorised to take under this Legal Charge or any Credit Agreement including signing and executing such instruments and documents or issue or defend any proceedings which may be required by the Lender pursuant to this Legal Charge or the exercise of its powers and the Mortgagor ratifies and confirms whatever any attorney does or purports to do as a result of this appointment in good faith.
22. This Legal Charge is in addition to any other security (present or future) held by the Lender for the Liabilities and shall not merge with or prejudice such security or any other contractual or legal rights of the Lender.
23. The Mortgagor shall at his own expense take whatever action the Lender may require (a) to make effective or protect any security intended to be created by this Legal Charge or (b) to facilitate the realisation of the Property or any other asset charged by the Legal Charge or the exercise of any right, power or discretion required by the Lender or any Receiver in connection with the Property or other charged Assets.
24. Any Mortgagor who is not the legal owner of the Property and to whom section 30 or 31 of the Family Law Act 1996 applies:-
    i. releases to the Lender his rights of occupation under section 30 in respect of the Property;
    ii. agrees with the Lender that the charges created by this Legal Charge shall rank in priority to the charge created under section 31;
    iii. postpones to the rights of the Lender any statutory registration of such rights arising under that Act which may have been made prior to the registration of this Legal Charge.
25. Any notice or demand to the Mortgagor under this Legal Charge shall be sufficiently served if it is sent by post or courier in a stamped addressed envelope to the Mortgagor at the home or business address of the Mortgagor (or any one or more of the persons constituting the Mortgagor) last known to the Lender or at the Property and proof of posting shall be deemed proof of service at 12 noon on the day following the day of posting provided first class mail or special delivery service or courier delivery is used or on the next day following if such services are not used.
26. This Security shall not be considered satisfied or discharged by any intermediate payment or the satisfaction of the whole or any part of the Liabilities but shall constitute a continuing security to the Lender (notwithstanding any settlement of account or other matter or action whatsoever) in respect of the Liabilities.
27. The powers conferred upon the Lender by this Legal Charge are in addition to all statutory and other powers conferred upon mortgagees.
28. The Lender may from time to time waive any breach of this Legal Charge or grant any time or indulgence to the Mortgagor without affecting the Lender's rights, powers or remedies.
29. This Legal Charge shall be governed by and construed in accordance with English law.
30. In this Legal Charge:-
    i. the expressions "Mortgagor" and "Lender" where the context admits include their respective successors in title and assignees;

ii. if two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to each such person both together and separately and the Mortgagor's obligations under this Legal Charge shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Lender of the other or others of them;

iii. references to "Mortgagor" include any of the persons named as such on the front page of this Legal Charge, whether or not he owns a legal or equitable interest in the Property;

iv. references to "Property" include any part of it and "Property" includes all covenants and rights affecting or concerning the same and all fixtures and fittings and (where the Property is leasehold) includes the term comprised in any extended lease which may be granted to the Mortgagor pursuant to the Leasehold Reform Act 1967 and any rights which the Mortgagor may have in respect of the Property under the Leasehold Reform, Housing and Urban Development Act 1993 or the Commonhold and Leasehold Reform Act 2002;

v. "Credit Agreement" includes a binding mortgage offer and means the agreement made between the Mortgagor (also referred to as the Borrower) and the Lender which sets out the loan amount, key features of the loan and its terms and conditions and which is secured by this Legal Charge;

vi. "Liabilities" means all monies (whether principal, interest, expenses or otherwise) due to the Lender by the Mortgagor (whether as principal, surety or otherwise) now or from time to time including all costs, liabilities and expenses properly suffered or incurred by the Lender in connection with this Legal Charge or any loan to the Mortgagor or any Credit Agreement and the enforcement of any rights of the Lender against the Mortgagor and interest on all such amounts at the rate under the Credit Agreement;

vii. "Assets" means all the property, assets, contractual and other rights and undertaking of the Mortgagor, wherever these are located and whether present of future;

viii. each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected;

ix. the masculine gender includes the feminine gender and any firm, company, body corporation, association, trust or partnership (whether or not having separate legal personality),and the singular includes the plural and vice versa; headings shall not affect the interpretation of each provision;

x. references to statutes or regulations include references to any re-enactment, modification or replacement of them and to any regulations or Statutory Instruments made under them.

LEGAL CHARGE

This is an important document. You should take independent legal advice before signing and sign only if you want to be legally bound. If you sign and the Lender is not paid you may lose the assets charged. In the case of registered land this document and any priority agreement with any other lender will be a public document.

THIS DEED OF LEGAL CHARGE ("this Legal Charge") dated is given by the Mortgagor to the Lender upon the terms set out below.

Mortgagor:

Mr Asim Erturk of 30 Old London Road, Badgers Mount, SEVENOAKS, TN14 7AE

Lender: **Together Personal Finance Limited (company number 02613335), trading as Together, of Lake View, Lakeside, Cheadle, SK8 3GW**

Property:

30 Old London Road, Badgers Mount, SEVENOAKS, TN14 7AE

registered with [freehold/leasehold] [title absolute] under the Title Number: K341299

1 The Mortgagor with full title guarantee charges the Property by way of legal mortgage and creates other charges all as set out in clauses 1 and 2 of the Mortgage Conditions with the payment of all monies payable by the Mortgagor to the Lender as set out in the same clauses.
2 This Legal Charge incorporates the Mortgage Conditions set out below in the Schedule.
3 The Lender is entitled but not obliged to make further advances and any further advances are secured by this Legal Charge.
4 The Mortgagor agrees to pay all monies due to the Lender on demand including interest and other Liabilities secured in accordance with clause 1 of the Mortgage Conditions.

This Legal Charge has been executed as a Deed by the undersigned on the above date.

SIGNED as a **DEED** by in the presence of:- Witness's signature Name Address Occupation Contact Telephone No.	**SIGNED** as a **DEED** by in the presence of:- Witness's signature Name Address Occupation Contact Telephone No.
SIGNED as a **DEED** by in the presence of:- Witness's signature Name Address Occupation Contact Telephone No.	**SIGNED** as a **DEED** by in the presence of:- Witness's signature Name Address Occupation Contact Telephone No.

Form of charge filed at HM Land Registry under reference MD1492A

SCHEDULE

Mortgage Conditions

1. The Mortgagor with full title guarantee charges all legal estates or interests in the Property (which for the avoidance of doubt includes all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Property) which belong to the Mortgagor now or in the future to the Lender by way of legal mortgage (subject to the rights of any prior mortgagees) as a continuing security for the payment and discharge to the Lender of the Liabilities.
2. The Mortgagor further charges to the Lender by way of equitable mortgage (a) all equitable interests in the Property which now or may at any time in the future belong to him (b) any shares or membership rights which the Mortgagor holds in any company or association connected with the Property and (c) the goodwill of the Mortgagor relating to the business carried on at the Property, in each case with the payment of the Liabilities (but without prejudice to the validity of the legal charge on any legal estate or interest).
3. The Mortgagor authorises the Lender to correct any wrongly completed name or address and to insert the relevant date in this Legal Charge and/or the correct title number of the Property against its description for the purpose of identifying the Property and/or the registration of this Legal Charge as a registered charge.
4. The Mortgagor further covenants with the Lender and agrees and declares as follows:-

4.1 the Mortgagor will keep the Property insured with a reputable EU insurance company approved by the Lender against all risks for its full reinstatement value including site clearance and architects fees and with the interest of the Lender noted and authorises the Lender to claim on behalf of the Mortgagor and to give a good and valid receipt to the insurers for any monies receivable under such policy of insurance. In default the Lender may effect such insurance as it sees fit at the expense of the Mortgagor and any sums paid under this clause shall be repayable to the Lender by the Mortgagor on demand;

4.2 the Mortgagor will make payment of all insurance premiums as and when the same shall become due and on demand by the Lender deliver copies of the policies of such insurance and receipt for each premiums paid;

4.3 the Mortgagor will hold in trust for the Lender any monies received under such policies of insurance and will apply the same towards payment and discharge of the Liabilities;

4.4 the Mortgagor will protect, put and keep the Property and its fixtures and fittings in good repair and condition and not do anything which will devalue them and shall not make any structural alterations without the Lender's consent;

4.5 the Mortgagor shall not without the previous written consent of the Lender grant or accept a surrender of a lease, tenancy or licence in respect of the Property or any part of it or part or share with possession of it or any part of it;

4.6 the Mortgagor shall send to the Lender forthwith a copy of any notice or demand, which affects or may affect the Property or his possession or use of it, served on him by any local authority or any other person or both;

4.7 the Mortgagor shall perform each and every obligation required to be fulfilled by the Mortgagor in any Credit Agreement;

4.8 the Mortgagor shall observe and perform all obligations (including restrictive covenants and payment of any rent or rent charge) for the time being affecting the Property;

4.9 the Mortgagor shall observe and perform all obligations, restrictions and requirements which for the time being apply to the Property its use or occupation, whether imposed by English or EU law or regulation or by any other public or local authority or utility company, and including any environmental regulation, code of practice or guidance issued by any UK or EU authority, government or agency;

4.10 the Mortgagor shall not do or omit to do anything which might make it more difficult or expensive to insure the Property or which could invalidate any insurance on the Property;

4.11 Where the Security is or includes any land, buildings or other real Property that benefits from or is the subject of an application for planning permission at any time during the term of the loan the Borrower hereby agrees as a condition of this loan proceeding to:-

i. develop the relevant property to the satisfaction of the Lender and in accordance with the timescales and conditions attached to the relevant planning permission ("the Works");

ii. notify the Lender of all progress in connection with the Works including all planning related matters and to disclose to the Lender all documentation, notices (rent or received), correspondence, details of any meetings that relate to the Works or any ongoing planning application that in any way affects or relates to the Security. The Borrower hereby waives any professional legal privilege in respect of the same;

iii. notify the Lender in writing of the action the Borrower is taking in relation to the Works at least 12 months (or as soon as possible after drawdown of the loan if there is less than 12 months available) prior to the lapse of any timescales connected to/triggering the relevant planning permission that authorises the Works;

iv. procure warranties in relation to the Works and in particular the standard of workmanship in favour of the Lender in a form acceptable to the Lender from any third party employed or consulted in connection with the Works;

v. procure that in any third party contract associated with the Works the Lender has appropriate step in rights enabling the Lender to enforce any obligations owed by the Borrower as a party to such third party contracts in a format acceptable to the Lender;

vi. abide and cooperate with the Lender and abide by the Lender's decisions and directions in respect of all planning related and development matters connected with the Works or any part of the Security;

vii. abide by the Lenders directions in respect of the appointment, ongoing work and supervision of the Lender's surveyor who shall at the Lender's sole discretion oversee and review all matters connected to the Works on the Lenders behalf. The Borrower agrees that the Lender's surveyor's appointment and any work undertaken by him is to be at the Borrower's cost on a full indemnity basis;

viii. without prejudice to any other cost of indemnity by the Borrower to the Lender the Borrower is to indemnify the Lender in all respects of all costs associated with the Works, any planning or development matters associated with the Security of the ongoing progress of the Works as the Lender sees fit;

ix. agree any further condition that the Lender sees fit to impose during the term of the loan in connection with the Works or the Security.

5. In any case where the Property consists of registered land the Mortgagor applies for a restriction to be entered on the Proprietorship Register in the following terms:
"no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of the Lender referred to in the charges register" and to the extent that the Lender's security shall fail to take effect by way of Legal Charge it shall take effect as an Equitable Charge, in which case;
   i. by signing this Agreement the Borrower agrees to the registration of an agreed notice for the purpose of protecting the Lender's interest and to an entry in form N of Schedule 4 of the Land Registration Rules 2003 and;
   ii. the Borrower authorises the Lender to sign any application for the registration of an agreed notice on behalf of the Borrower.
6. Where this Legal Charge is not a first mortgage the Mortgagor shall comply with the terms and conditions of his first mortgage on the Property and shall use his best endeavours to obtain the consent of the first mortgagee to the registration of this Legal Charge at the Land Registry.
7. Where this Legal Charge is not a first mortgage and any prior mortgagee or chargee is in possession of the Property, in the event that the Lender reasonably considers that (i) the Property is not being realised for the best price reasonably attainable or (ii) that any such prior mortgagee or chargee is not acting in a prudent manner and which is likely to result in the Lender's ability to recover all monies due being put at risk, then the Lender may repay such prior mortgagee or chargee of any sums outstanding to them (in full or in part). All money paid in doing so (including all reasonable costs and disbursements) shall be added to the Liabilities and shall bear interest at the interest rate prevailing at that time to the prior mortgagee or chargee or the interest rate being charged by the Lender under the Credit Agreement, whichever is the lower.
8. Subject to clause 9, the Lender may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Liabilities as the Lender decides.
9. The Lender may open a new account or accounts upon the Lender receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not the Lender opens any such account no payment received by the Lender after receiving such notice shall (if followed by

any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Liabilities outstanding at the time of receiving such notice.

10. The statutory power of sale shall arise on the execution of this Legal Charge but without the restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 and shall become exercisable if and when the Lender makes a demand in writing for payment under this Legal Charge or if and when the Mortgagor fails to observe or perform any of the covenants or provisions contained in this Legal Charge or any order is made for the compulsory purchase or requisition of the Property or any prior mortgagee exercises any of its powers or institutes proceedings to enforce its security or if the Mortgagor became unable to pay his debts or has a trustee appointed in respect of any of his assets or enters into an arrangement with creditors or has a petition or order for bankruptcy brought or made against him or a receiver, administrator, administrative receiver or liquidator is appointed over all or any part of the Mortgagor's Assets.
11. If the Lender shall enter into possession of the Property or of the rents and profits, it shall do so without being liable to the Mortgagor as mortgagee in possession.
12. If the Lender takes possession of the Property as a result of default by the Mortgagor it may act entirely at its own discretion as to the time and manner of sale and may if it wishes grant or accept surrenders of leases of the Property, whether at a rent, without any premium or otherwise, and it may deal with part only of the Property or with different parts in different ways.
13. If the Lender takes possession of the Property it may sell or otherwise deal with any furniture or goods which the Mortgagor has left there as the Mortgagor's agent and at the Mortgagor's expense but without liability to the Mortgagor for any damage or loss arising. The Lender shall retain the net proceeds of sale on a separate account for the Mortgagor. This clause shall not give the Lender any such right as would make this Legal Charge a bill of sale.
14. We are not obliged to consider a request by you for a partial release of the Security involving the release of any particular Property, or part of the Property prior to the full and final redemption of the Liabilities. However, at our absolute discretion, we may consider a request by you to release a particular Property or part of the Property from the Security. The terms of such partial release of the Security are to be dictated at our absolute discretion and are to include such costs of us as we see fit in dealing with your request including the costs of any further valuations we desire and our legal fees.
15. If the Mortgagor fails to do anything which he is required to do by this Legal Charge, the Lender may at its discretion remedy the failure and recover its costs of undertaking the same.
16. The Lender may under the hand of any official or manager or by deed appoint or remove a receiver or receivers of the Property ("Receiver") at any time after the power of sale has arisen pursuant to clause 10 of this Legal Charge and may fix and pay the fees of a Receiver but any Receiver shall be deemed to the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts, defaults and remuneration.
17. All or any of the powers conferred on a Receiver by clause 18 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment.
18. Any Receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers, which in the case of joint Receivers may be exercised jointly or severally:
    i. to take possession of and generally manage the Property;
    ii. to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment;
    iii. to purchase or acquire any land or other property and purchase, acquire, grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;
    iv. to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with and dispose of the Property without restriction;
    v. to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor;
    vi. to take, continue or defend any proceedings and enter into any arrangement or compromise;
    vii. to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bond issuer;
    viii. to employ advisers, consultants, managers, agents, workmen and others and purchase or acquire materials, tools, equipment, goods or supplies;
    ix. to borrow any money and secure the payment of any money in priority to the Liabilities for the purpose of the exercise of any of his powers;
    x. to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property.
19. If the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove, store, sell and/or dispose of any such property. The Receiver will account to the Lender for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Lender to the Mortgagor.
20. A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in section 109(8) of the Law of Property Act 1925.
21. The Mortgagor by way of security irrevocably and jointly and severally appoints the Lender and any Receiver(s) appointed by the Lender to be his attorney to take any action which the Mortgagor is obliged or authorised to take under this Legal Charge or any Credit Agreement including signing and executing such instruments and documents or issue or defend any proceedings which may be required by the Lender pursuant to this Legal Charge or the exercise of its powers and the Mortgagor ratifies and confirms whatever any attorney does or purports to do as a result of this appointment in good faith.
22. This Legal Charge is in addition to any other security (present or future) held by the Lender for the Liabilities and shall not merge with or prejudice such security or any other contractual or legal rights of the Lender.
23. The Mortgagor shall at his own expense take whatever action the Lender may require (a) to make effective or protect any security intended to be created by this Legal Charge or (b) to facilitate the realisation of the Property or any other asset charged by the Legal Charge or the exercise of any right, power or discretion required by the Lender or any Receiver in connection with the Property or other charged Assets.
24. Any Mortgagor who is not the legal owner of the Property and to whom section 30 or 31 of the Family Law Act 1996 applies:-
    i. releases to the Lender his rights of occupation under section 30 in respect of the Property;
    ii. agrees with the Lender that the charges created by this Legal Charge shall rank in priority to the charge created under section 31;
    iii. postpones to the rights of the Lender any statutory registration of such rights arising under that Act which may have been made prior to the registration of this Legal Charge.
25. Any notice or demand to the Mortgagor under this Legal Charge shall be sufficiently served if it is sent by post or courier in a stamped addressed envelope to the Mortgagor at the home or business address of the Mortgagor (or any one or more of the persons constituting the Mortgagor) last known to the Lender or at the Property and proof of posting shall be deemed proof of service at 12 noon on the day following the day of posting provided first class mail or special delivery service or courier delivery is used or on the next day following if such services are not used.
26. This Security shall not be considered satisfied or discharged by any intermediate payment or the satisfaction of the whole or any part of the Liabilities but shall constitute a continuing security to the Lender (notwithstanding any settlement of account or other matter or action whatsoever) in respect of the Liabilities.
27. The powers conferred upon the Lender by this Legal Charge are in addition to all statutory and other powers conferred upon mortgagees.
28. The Lender may from time to time waive any breach of this Legal Charge or grant any time or indulgence to the Mortgagor without affecting the Lender's rights, powers or remedies.
29. This Legal Charge shall be governed by and construed in accordance with English law.
30. In this Legal Charge:-
    i. the expressions "Mortgagor" and "Lender" where the context admits include their respective successors in title and assignees;

ii. if two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to each such person both together and separately and the Mortgagor's obligations under this Legal Charge shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Lender of the other or others of them;

iii. references to "Mortgagor" include any of the persons named as such on the front page of this Legal Charge, whether or not he owns a legal or equitable interest in the Property;

iv. references to "Property" include any part of it and "Property" includes all covenants and rights affecting or concerning the same and all fixtures and fittings and (where the Property is leasehold) includes the term comprised in any extended lease which may be granted to the Mortgagor pursuant to the Leasehold Reform Act 1967 and any rights which the Mortgagor may have in respect of the Property under the Leasehold Reform, Housing and Urban Development Act 1993 or the Commonhold and Leasehold Reform Act 2002;

v. "Credit Agreement" includes a binding mortgage offer and means the agreement made between the Mortgagor (also referred to as the Borrower) and the Lender which sets out the loan amount, key features of the loan and its terms and conditions and which is secured by this Legal Charge;

vi. "Liabilities" means all monies (whether principal, interest, expenses or otherwise) due to the Lender by the Mortgagor (whether as principal, surety or otherwise) now or from time to time including all costs, liabilities and expenses properly suffered or incurred by the Lender in connection with this Legal Charge or any loan to the Mortgagor or any Credit Agreement and the enforcement of any rights of the Lender against the Mortgagor and interest on all such amounts at the rate under the Credit Agreement;

vii. "Assets" means all the property, assets, contractual and other rights and undertaking of the Mortgagor, wherever these are located and whether present of future;

viii. each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected;

ix. the masculine gender includes the feminine gender and any firm, company, body corporation, association, trust or partnership (whether or not having separate legal personality),and the singular includes the plural and vice versa; headings shall not affect the interpretation of each provision;

x. references to statutes or regulations include references to any re-enactment, modification or replacement of them and to any regulations or Statutory Instruments made under them.

Loans, mortgages & finance.

Solicitor's Advice Certificate

To: Together Personal Finance Limited trading as Together, Lake View, Lakeside, Cheadle, SK8 3GW

Borrower(s): Mr Asim Erturk

Total amount of loan (includes any fees financed by the agreement)	£ 530,000.00	Purpose of loan	Purchase the security

I, _____solicitor of _____.

Hereby confirm and certify that:

1. a) I confirm I have acted for the borrower(s) for years and they are known to me.
   b) I have not acted for the borrower(s) previously, however I have verified the borrower(s) identity and evidence of residential address detailed in section (II).
2. I have explained to the Borrower(s) the extent of their liability and the contents and effect of the Lender's form of Legal Charge / Standard Security / Mortgage Deed and the loan agreement which it secures.
3. I confirm that I have been provided with original identification (either a current signed passport or EU/UK photo Driving Licence) and evidence of residential address from the Borrower(s) and that I am satisfied that the people who have signed the Legal Charge / Standard Security / Mortgage Deed before me are the intended parties to the transaction.
4. The stated purpose of the loan as shown above was confirmed with the Borrower(s) to be true and accurate.
5. I undertake, prior to advancing the funds, to advise the Lender/Lenders solicitors if I am instructed by the Borrower(s) to pay monies to any account other than an account in the Borrower(s) name unless this is a property purchase. If the Borrowers(s) account is not a joint account then the funds will be paid into the property owners account.
6. I explained that whilst the loan agreement secured by the Legal Charge / Standard Security / Mortgage Deed provided a total amount of loan as shown above, the Legal Charge / Standard Security / Mortgage Deed secured that loan amount together with interest charges and fees.
7. I explained to the Borrower(s) that their Property would be at risk if they did not keep to the terms of the loan.
8. Each Borrower was seen alone and understood the contents and effect of the Offer Letter including its terms and conditions together with the Legal Charge / Standard Security / Mortgage Deed.
9. There was no evidence of any pressure or influence being applied, the Borrower(s) was/were familiar with the details of the transaction and signed the Legal Charge / Standard Security / Mortgage Deed and Offer Letter of their own free will and accord.
10. The Offer Letter and Legal Charge / Standard Security / Mortgage Deed were then signed by the Borrower(s) in my presence and I witnessed the signature on the Legal Charge / Standard Security / Mortgage Deed.
11. I have seen the following forms of identification and evidence of residential address:

    Identification _____

    Evidence of residential address _____

I confirm if I have any cause for concern regarding the borrower(s) identification or the transaction generally I will notify the lender/lenders solicitors immediately

(Please attach certified copies of the original identification and evidence of residential address produced.)

Signature: _____

Full name: _____

Date: _____

Position _____

Official company stamp

Place company stamp here

Important information

Please note: If the borrower(s) are non English speaking and you have explained the relevant loan documentation in the Borrower(s) first language; please ensure you explain that when the loan completes all future communication will be in English. The Borrower(s) should ensure they have someone available who can support them with translation to understand future communication.

Loans, mortgages & finance.

Occupier's consent

Security address _____

_____ Postcode _____

Borrower(s) Mr Asim Erturk _

Which the company (Together Personal Finance Limited, trading as Together) proposes to make on security by way of mortgage of the property.

I (*Name of person over 17 who is not the borrower*) _____
being the person who is in or may go into occupation of the property.

1. Agree to the creation by the borrower in favour of the company of security for the advance (and such further advances) by way of mortgage of the Property.

2. Agree that any such rights or interest I may have or acquire whether legal equitable or other to share in or occupy the property shall be postponed and subject to the rights, interests and remedies of the company as mortgagee.

3. Undertake that if the advance is made I will not assert or maintain against the company as mortgagee of the property any interest or claim in equity or by way of overriding interest otherwise.

This agreement and undertaking is intended to have binding legal effect, between myself and the company as mortgagee. It is not intended to have any legal effect between me or any other person.

Signed by
(person over 17 who is not the borrower)

Signature _____

Full name _____

_____

Dated _____

Relationship to applicant(s)_____

_____

Contact tel no. _____

Witnessed by
Please note, this cannot be witnessed by a relative or a Person who resides at the security address.

If the occupier is a non-owning spouse, they will need independent legal advice. Please contact your underwriter if you have any queries.

Signature _____

Full name _____

Occupation _____

Address _____

_____

_____

_____

_____

Contact tel no. _____

Loans, mortgages & finance.

Occupier's consent

Security address _____

_____ Postcode _____

Borrower(s) Mr Asim Erturk _

Which the company (Together Personal Finance Limited, trading as Together) proposes to make on security by way of mortgage of the property.

I (*Name of person over 17 who is not the borrower*) _____
being the person who is in or may go into occupation of the property.

1. Agree to the creation by the borrower in favour of the company of security for the advance (and such further advances) by way of mortgage of the Property.

2. Agree that any such rights or interest I may have or acquire whether legal equitable or other to share in or occupy the property shall be postponed and subject to the rights, interests and remedies of the company as mortgagee.

3. Undertake that if the advance is made I will not assert or maintain against the company as mortgagee of the property any interest or claim in equity or by way of overriding interest otherwise.

This agreement and undertaking is intended to have binding legal effect, between myself and the company as mortgagee. It is not intended to have any legal effect between me or any other person.

Signed by
(person over 17 who is not the borrower)

Signature _____

Full name _____

_____

Dated _____

Relationship to applicant(s)_____

_____

Contact tel no. _____

Witnessed by
Please note, this cannot be witnessed by a relative or a Person who resides at the security address.

If the occupier is a non-owning spouse, they will need independent legal advice. Please contact your underwriter if you have any queries.

Signature _____

Full name _____

Occupation _____

Address _____

_____

_____

_____

_____

Contact tel no. _____