



**Registration of a Charge**

Company name: **YKN LIMITED**

Company number: **03318003**



XA1DJV6Y

Received for Electronic Filing: **30/03/2021**

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**Details of Charge**

Date of creation: **26/03/2021**

Charge code: **0331 8003 0002**

Persons entitled: **SG KLEINWORT HAMBROS BANK LIMITED**

Brief description: **LEASEHOLD LAND BEING 43A SHERBROOKE ROAD FULHAM LONDON SW6 7QJ REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER BGL42855 AND SHOWN EDGED RED ON THE PLAN FILED WITH THE LAND REGISTRY UNDER THE SAME TITLE NUMBER**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WILLIAM STURGES LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3318003

Charge code: 0331 8003 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th March 2021 and created by YKN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th March 2021 .

Given at Companies House, Cardiff on 31st March 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# MORTGAGE DEED

Date: 26th March 2021

Lender:	SG Kleinwort Hambros Bank Limited (Co. Regn. No. 00964058) whose registered office is at 8 St James's Square, London SW1Y 4JU and its successors and assigns including any legal and/or equitable assignee of this Mortgage Deed whether by way of security only and those deriving title under it or them ("we" or "us" or "our")
Mortgagor:	YKN Limited (Co. Regn. No. 03318003) whose registered office is at 22 Ovington Gardens London SW3 1LE  And whose address for service in England and Wales is 22 Ovington Gardens London SW3 1LE  ("you" or "your")
Conditions:	The Mortgage Conditions, ref: UK/MC/Oct/20  (the "Conditions")
Offer:	The Offer Document (the "Offer")
Property:	Leasehold land being 43a Sherbrooke Road Fulham London SW6 7QJ registered at the Land Registry with Title Number BGL42855 and shown edged red on the plan filed with the Land Registry under the same Title Number (the "Property")

1. This Mortgage Deed incorporates the terms and conditions set out in the Offer and the Conditions. You confirm that you have received each of these documents and you have read and understand them.
2. You agree to comply with the terms and conditions set out in the Offer and the Conditions.
3. You charge the Property with full title guarantee, together with all your respective interests and rights in the Property and in the proceeds of sale of the Property, by way of a legal mortgage and as continuing security with the repayment of all monies payable by you to us on any account whatsoever and the performance of all other obligations at any time owed by you to us.
4. This Mortgage Deed secures all further advances and we apply to the Registrar for a note to be entered on the register in respect of our obligation to make further advances.

5. You apply to the Registrar to enter the following restriction against the title referred to above:


"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 26th March 2021 in favour of SG Kleinwort Hambros Bank Limited referred to in the Charges Register."

6. We and you agree that this document may be destroyed at any time after it has been electronically scanned and registered by HM Land Registry. An official copy issued by HM Land Registry will then be acceptable as evidence for all purposes as if it were the original.

**Warning:**

Please note that if you sign this Mortgage Deed you will be legally bound by its terms. If this Mortgage Deed is signed by more than one mortgagor you will also be responsible for the others' debts and liabilities in addition to your own. If you do not pay us what you owe us when it is due or you do not comply with your obligations to us we may repossess and sell the Property.

You should obtain legal advice before you sign this Mortgage Deed.

<p>Signed as a deed by YKN LIMITED  ..... Director</p> <p>In the presence of: Witness signature:  .....</p> <p>Witness address: ..... William Sturges LLP Burwood House 14-16 Caxton Street London SW1H 0QY</p>	<p>Signed as a deed by</p> <p>.....</p> <p>In the presence of: Witness signature: .....</p> <p>Witness address: ..... .....</p>
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<p>I confirm that I am a solicitor/licensed conveyancer/legal executive acting for the first named Mortgagor and that prior to the execution of this deed I explained its nature, content and effect, and the practical implications of signing it to the first named Mortgagor and he/she informed me that he/she wished to proceed with the transaction.</p>	<p>I confirm that I am a solicitor/licensed conveyancer/legal executive acting for the second named Mortgagor and that prior to the execution of this deed I explained its nature, content and effect, and the practical implications of signing it to the second named Mortgagor and he/she informed me that he/she wished to proceed with the transaction.</p>
Signature <i>Andrew Pitcairn</i>	Signature .....
Name <i>Andrew Pitcairn</i>	Name .....
Firm <i>William Sturges LLP</i>	Firm .....
Address <i>Burwood House</i> <i>14-16 Caxton Street</i> <i>London</i> <i>SW1H 0QY</i>	Address .....
Date <i>26th March 2021</i>	Date .....



**SG KLEINWORT HAMBROS BANK LIMITED MORTGAGE CONDITIONS**

This booklet sets out the conditions which govern the mortgage provided by SG Kleinwort Hambros Bank Limited ("**we**" or "**us**" or "**our**") to the person named in the security documentation as the "mortgagor" or "borrower" and anyone we may later add to the security documentation at your request ("**you**"). It can also include a personal representative, a successor or anyone else who takes over your legal rights or responsibilities.

The booklet is divided into three parts. Part 1 contains conditions relating to the facility, Part 2 contains conditions relating to your mortgage and Part 3 contains general conditions relating to both your facility and your mortgage.

**PART 1 – FACILITY CONDITIONS****1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, the terms expressed below will have the following meanings and the terms defined elsewhere in these conditions will have the meanings given to them where they first appear:

**Maximum Property LTV Amount:** where Property is the only security provided in relation to your facility, the maximum loan to value amount that is allowed under this Agreement as set out in your Offer Document.

**Offer Document:** the document given to you in which we offer to provide the facility.

**Outstanding Balance:** the total amount of money we lend you at the start of the Agreement with you plus any additional amounts we lend you from time to time (whether or not pursuant to our initial Agreement with you). This will include any further advances and any amount that you do not pay us when you're supposed to, for example fees, charges, costs and expenses.

**Rate Setting Date:** means the date on which a variable rate is varied at the frequency set out in your Offer Document to take account of underlying changes in a rate that it tracks.

**Working Day:** any day which is not a Saturday, Sunday or a bank holiday in England and Wales.

**2. YOUR AGREEMENT WITH US**

- 2.1 The Agreement between you and us (the "**Agreement**") is made up of:

- (a) these conditions;
- (b) the Offer Document (which includes any special conditions);
- (c) the security document(s); and

- (d) any other agreement we make with you, or security that is given, in connection with this Agreement, for example, we may request other security from you or a third party.
- 2.2 If there are any differences between these conditions and the Offer Document, the Offer Document will apply.
- 3. **THE FACILITY**
- 3.1 We will provide you with a facility for the purpose (if any) set out in your Offer Document. We will not be under any obligation to check that your facility is used in this way. The facility amount or limit will also be set out in your Offer Document.
- 4. **HOW WE WILL USE OUR POWERS UNDER THIS AGREEMENT**
- 4.1 Where, under our Agreement with you, we have the right to take certain action or to require you to do (or not to do) something which is subject to specific criteria, such as:
  - (a) Condition 11.3 (*Fees and Expenses*) where we say when we can increase existing fees or introduce new fees; and
  - (b) Condition 17 (*What you must ask our permission for in relation to the Property*) where we say you must ask for our permission before letting the Property,we will exercise our discretion in accordance with the relevant specific criteria.
- 4.2 Where we have a right to take certain action or require you to do (or not do) something under our Agreement with you which is not subject to specific criteria we will always act reasonably when we do so.
- 4.3 Conditions 4.1 and 4.2 only apply to the things other people do where those people are acting on our behalf, for example if we appoint a receiver.
- 5. **MAKING PAYMENTS WHEN WE ASK YOU TO**
- 5.1 In these conditions we say you will have to pay us certain amounts when we ask you to, for example fees and expenses. If you do not pay us these amounts when we ask you to you will be breaking your Agreement with us and we may add these amounts to your Outstanding Balance and charge interest on them at the rate which applies to your facility.
- 6. **WHAT WE NEED BEFORE YOU CAN ACCESS THE FACILITY**
- 6.1 You can access the facility when we tell you we have everything we need under the Offer Document and these conditions.
  - (a) Before you can access the facility you must:
    - (i) Sign and return the Offer Document, within 30 days of us signing the Offer Document;
    - (ii) pay any applicable fees;
    - (iii) sign our standard form of mandate, duly completed, together with other required account-opening documentation;

- (iv) provide us with your signed instructions on how you will draw down the facility (if applicable);
  - (v) ensure any conditions in your Offer Document have been satisfied;
  - (vi) where you are a company or trust, provide us with a certified copy of the minutes of the board of directors or trustees authorising you to enter into this Agreement and to provide the security required under this Agreement. This must be in a form satisfactory to us;
  - (vii) where you are a company, partnership or trust provide us with a certified true copy of your constitutional documents (which shall include, without limitation, your partnership agreement, trust deed or rules (as applicable);
  - (viii) where you are a company, partnership or trust provide us with a legal opinion from counsel satisfactory to us and in form and substance satisfactory to us relating to your entry into this agreement and any security you are providing under or in connection with this Agreement if we ask for one; and
  - (ix) where you are a UK company, ensure any charge under this Agreement is registered at Companies House within 21 days of its execution.
- (b) In addition we must:
- (i) be satisfied with all security and any related insurance; and
  - (ii) have received the following:
    - (1) a satisfactory valuation report of the Property; and
    - (2) a report on the title from our lawyers confirming that the Property will provide us with adequate security for the facility.

6.2 We will not pay the loan amount or allow you to access the facility if circumstances exist which mean we would be entitled to demand payment of the Outstanding Balance of your facility under condition 18.

## **7. HOW YOU CAN ACCESS THE FACILITY**

7.1 Once we tell you we have everything we need under condition 6 of this Agreement, you can ask us to draw down the loan or access the facility. Unless your facility is an overdraft, you must draw down the facility within three months of the date of your Offer Document. If you do not draw down the facility within three months of that date, or do not draw down the full amount, you will no longer have the right to draw down the facility or any part of it which has not been drawn down, however we may permit you to do so.

7.2 We may delay or defer acting on instructions or refuse to provide you access to the facility if we reasonably consider that your instructions are suspicious or could breach our money laundering or sanctions obligations.

## **8. REPAYMENT**

You must repay your Outstanding Balance and any interest, fees, expenses or other amounts you owe us under this Agreement by the end of this Agreement.



**IF ALL OR PART OF YOUR FACILITY IS INTEREST ONLY**

- 8.1 Unless your facility is an overdraft, you must pay us the interest that has accrued on your Outstanding Balance, (or that part of the Outstanding Balance that is interest only) and been charged to your account at the frequencies set out in your Offer Document (or the next Working Day if that date falls on a non-Working Day). We will write to you to tell you the date your first payment is due once you draw down the facility.
- 8.2 Unless your facility is an overdraft or a bridging loan, you may have to pay an early repayment charge if:
- (a) you repay and all or part of your facility has a fixed interest rate; or
  - (b) you repay any principal amount on a date that is not a Rate Setting Date.

We tell you whether you have to pay an early repayment charge and how it is calculated in your Offer Document.

**If all or part of your facility is capital repayment**

- 8.3 You must make regular repayments of principal and interest at the frequency set out in your Offer Document (or the next Working Day if that date falls on a non-Working Day). We will write to you to tell you the date your first payment is due once we have paid the facility to you.
- 8.4 You may have to pay an early repayment charge if:
- (a) you repay early or make an overpayment and all or part of your loan has a fixed interest rate; or
  - (b) all or part of your loan has a variable rate and you repay on a date that is not a date a variable interest rate is re-set.

We tell you whether you have to pay an early repayment charge and how it is calculated in your Offer Document.

- 8.5 We may need to change the amount of your regular repayment if, for example:
- (a) your interest rate changes;
  - (b) you have to pay a fee or expense, for example if we pay ground rent or service charge on your behalf and you have to pay us back;
  - (c) you make an overpayment;
  - (d) you make a repayment late or not at all or you only pay part of your repayment;
  - (e) you change the day on which you make your repayment;
  - (f) we lend you more under this Agreement; or
  - (g) we agree a change to this Agreement and as a result of that change we need to change your regular repayment to ensure you repay your facility by the end of the term.

If any of these take place we will re-calculate your regular repayment and we will tell you the new payment by writing to you at least 14 calendar days before the changed payment is due.

- 8.6 When you make a repayment and any other payment under this Agreement (including any overpayments) we will apply it to your account immediately in the following order:
- (a) first we will use it to pay off any regular repayments you owe us (including interest on those payments), applying the payment to the oldest outstanding regular repayment first;
  - (b) then we will use it to pay any insurance related fees and expenses you owe us (including any interest on those fees and expenses), for example any unpaid insurance fees incurred when we have to insure the Property;
  - (c) then we will use it to pay off any security related fees and expenses you owe us (including any interest on those fees and expenses), for example any ground rent, service charges and other rents due to your landlord; and
  - (d) then we will use it to pay off any other fees and expenses you owe us (including any interest on those fees and expenses) before applying it to reduce the principal part of the Outstanding Balance.
- 8.7 If your facility is made up of different parts and you make an early repayment or overpayment we will ask you which part you want to allocate payment to before we apply it to your account.

## **9. INTEREST**

### **How we charge you interest**

- 9.1 We charge you interest on everything you owe us under this Agreement (including unpaid interest, fees and expenses that have been added to your Outstanding Balance) unless we tell you otherwise.
- 9.2 We start charging you interest on money we lend you under this Agreement from the day we lend it.
- 9.3 Interest will be calculated daily (based on a 365 day year on any amounts in sterling or a 360 day year for certain foreign currencies where that is standard market practice for that currency) on your Outstanding Balance and charged to your account at the frequency and at the times you are required to make payments as stated in your Offer Document.
- 9.4 We will continue to charge you interest on everything you owe us under this Agreement until you have repaid us in full. If you do not repay everything you owe us by the end of this Agreement we may charge you interest at a rate of 7% over the SG Kleinwort Hambros Bank Base Rate (both before and after judgment).

### **Your interest rate**

- 9.5 The interest rate you pay on all or part of your facility may be fixed. Your Offer Document will tell you if this is the case.
- 9.6 Where the interest rate is variable on all or part of your facility it will track a reference rate specified in your Offer Document. It will be made up of the reference rate plus a margin (we tell you what the margin is in your Offer Document). Unless we tell you otherwise in the Offer Document we will vary the interest rate on each Rate Setting Date to reflect the movement in the underlying reference rate. The new reference rate will be taken on the Rate Setting Date. You can find out what the current reference rate that applies to your mortgage is by contacting your private banker and you can find out the current SG Kleinwort Hambros Bank Base Rate by looking on our website.

- 9.7 If the relevant reference rate goes lower than 0%, we will treat the reference rate as being 0%.
- 9.8 We may replace the reference rate with a different reference rate of our choice if the reference rate is no longer available or is otherwise not capable of being ascertained by us for any reason beyond our control. We will tell you before we do so.

**When we can change your interest rate**

- 9.9 In addition to changes in your interest rate as a result of changes in the reference rate, we can increase or decrease your interest rate for the following reasons:
- (a) if our cost of funding your facility changes we can change your interest rate in proportion to the change in our cost of funding;
  - (b) if there is a change to applicable law or regulation which impacts our costs we can change your interest rate in proportion to the change in our costs.
- 9.10 We will tell you about any increase to your interest rate for the reasons in condition 9.9 at least 30 days before we implement the change. If we decrease your interest rate we may not give you advance notice but we will tell you as soon as possible after the change has been implemented.

**10. SECURITY**

- 10.1 The Outstanding Balance will be secured by:
- (a) a first ranking legal charge over the Property or Properties named in the Offer Document and security documentation (the "**Property**"); and
  - (b) all further security which we may specify in the Offer Document or obtain from you or a third party in the future, which either secures all monies that you owe us from time to time or which specifically refers to this Agreement.

We may ask you to take reasonable steps to perfect any security you provide under this Agreement.

- 10.2 If any security is to be replaced, it will be released when we are satisfied with the new security, which you will provide at your own expense, in our preferred form. Any such replacement will be subject to our prior approval.
- 10.3 The security comprised in this Agreement is a continuing security for your obligations under the facility letter, including your obligation to repay the loan and until the loan has been repaid in full, we have the right to keep as security any Property which we may hold as security for the loan.
- 10.4 We may carry out an up-to-date valuation of any Property at your expense:
- (a) once every three years for residential Property;
  - (b) once a year for commercial Property; or
  - (c) at any time if we reasonably believe that the value of the Property has fallen.
- 10.5 In assessing the value of any Property that has been recently purchased, we will value the property at the lower of the valuation or the purchase price.
- 10.6 Where any of the security is denominated in any currency other than the currency of the Outstanding Balance, we shall calculate the value of that security by converting the relevant

foreign currency value into the currency of the Outstanding Balance using our prevailing spot rate of exchange for the relevant foreign currency on the date of calculation, taking into account any premium or costs of exchange normally payable.

**The following provisions apply where the only security provided is a charge over the Property**

Unless you have already provided additional security to us (in which case the provisions below shall apply), if we reasonably believe that the Outstanding Balance exceeds the Maximum Property LTV Amount we may request that you either provide additional security in our preferred form or make a repayment of sufficient capital that the Outstanding Balance falls below the Maximum Property LTV Amount, and you shall promptly following such request provide such additional security or make such repayment.

- 10.7 If you provide additional security it must have sufficient value so that our exposure is within the lending value (as explained below) and will be at your expense and subject to our prior approval.

**The following provisions apply where you provide additional security in addition to the charge over the Property**

- 10.8 We take security to protect our exposure when we lend you money. To do this, we work out a maximum facility amount for the value of the assets you provide as security, or where you provide an assignment of a life policy, the value of the assets held under that policy (the "**lending value**") as well as a top up level and a sell out level at which we have the right to take the further steps set out below.
- 10.9 Each of these levels is worked out by applying defined loan to value ("**LTV**") percentages (respectively called the lending LTV, top up LTV, sell out LTV) that apply to different classes of assets, to the specific assets that make up your security and adding the different amounts for each asset class together.
- 10.10 We work out each of these values on a daily basis and they will fluctuate over the term of the facility depending upon the type, quality and diversity of assets that make up the security. We will provide you with indicative LTV at the outset of this facility but these will change from time to time. You can find out the levels that apply to your facility at a particular point in time by calling your Private Banker.
- 10.11 As the value of the security may fluctuate, we will monitor the lending value against the amount owed to us under this facility (our "**exposure**"). In working out our exposure, we also add any cross currency exposure where the security is in a different currency to the money owed to us.
- 10.12 If we reasonably believe that our exposure or the value of the security you have provided has fluctuated in such a way that our exposure reaches a level that is unacceptable to us (the "**top up level**") we may request that you either provide further security or, where you provide an assignment of a life policy, make immediate arrangements to either increase the value of the investments held in connection with that policy, or reduce the Outstanding Balance of this facility so that our exposure reduces to within the lending value. If you have not done so within 2 days of our request, we may immediately sell, or instruct the sale of, all or part of your assets (that are not already held in cash) and hold the sale proceeds as security or use them and/or existing cash held as security to repay or reduce the Outstanding Balance or, where you provide an assignment of a life policy, instruct the insurer to sell all or some of the investments held in connection with that policy (at our discretion) and to surrender all or part of the policy in order to repay or reduce the Outstanding Balance of this facility so that our exposure reduces to within the lending value.

- 10.13 In addition, if we reasonably believe, before we give you notice or you take the action set out above, that our exposure or the value of the security you have provided has fluctuated in such a way that our exposure reaches a further level that we set (the "**sell out level**") you must immediately reduce the amount of the facility so that our exposure reduces to within the lending value and if you do not do so, we may immediately sell, or instruct the sale of, all or part of your assets (that are not already held in cash) and hold the sale proceeds as security or use them and/or existing cash held as security to repay or reduce the Outstanding Balance or, where you provide an assignment of a life policy, instruct the insurer to sell all or some of the investments held in connection with the policy (at our discretion) and to surrender all or part of the policy in order to repay or reduce the Outstanding Balance.
- 10.14 If we have to sell your assets, we will try to obtain the best execution price available for them at that time and will act reasonably in choosing the assets to be sold. If by selling part of your assets we can bring our exposure within the lending value, we may sell, or instruct the sale of, only part of your assets.
- 10.15 If we reasonably believe that the composition of the investments we hold as security is inadequate for that purpose, we may require you to provide additional security that is reasonably acceptable to us or reduce the Outstanding Balance of the facility to a level that we reasonably require.

#### **Our exposure under other facilities**

- 10.16 If you have other facilities with us or a third party has a facility with us which is secured by the same security as we have taken in relation to this or your other facilities, references above to "our exposure" for the purposes of considering the value of the security that has been provided will include, as well as this facility, the amounts we have lent you or them under any other facilities.

### **11. FEES AND EXPENSES**

#### **Fees**

- 11.1 Fees you must pay under this Agreement are:
- (a) fees set out in the Offer Document including early repayment charges (we tell you what these are in your Offer Document);
  - (b) fees for converting any amounts to sterling;
  - (c) our reasonable costs of administration; and
  - (d) any other fees you have to pay under this Agreement.
- 11.2 You must pay any fees under this Agreement when we ask you to.
- 11.3 We can decrease an existing fee at any time for any reason. We can also increase an existing fee, introduce a new fee or remove an existing fee but we can only do so for any of the following reasons:
- (a) to respond proportionately to a change in our costs;
  - (b) if we have been providing a service to you at a fee that is lower than the cost to us we can increase the fee so we pass on our full cost to you;
  - (c) if we have been providing a service to you for free, we can introduce a fee that responds proportionately to our cost of providing the service; or

- (d) if we start providing a new service we can introduce a fee for it that responds proportionately to our cost of providing the service.

- 11.4 We will tell you in writing one calendar month before we change an existing fee or introduce a new fee.

### **Expenses**

You must pay us any other expenses we reasonably incur to do with the Property, the security (including protecting and preserving our security over the Property), or this Agreement (apart from our normal expenses for servicing this Agreement where you keep to your Agreement with us as we will have taken those into account when we set our interest rates or other fees we refer to above).

- 11.5 Expenses may come about because you do not keep your obligations under this 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 and we do so for you, or if we have to take legal action because you break your Agreement with us. Expenses may also come about because you have breached your agreements with other people or local by-laws, for example if you are subject to an enforcement or noise abatement order, or if you ask us for something or you ask us to do something. 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 expenses and any expenses we have to pay to other people.
- 11.6 You must pay any expenses when we ask you to. If you do not pay them within 30 days from the date we ask you to, we can debit them from any account you hold with us. If you have insufficient funds in your accounts, we will start charging interest on the outstanding amount at the same rate as your facility, from 30 days after we demand payment.
- 11.7 If any tax is payable on our fees or expenses you must pay the tax. We will tell you if we think that you do not have to pay the tax because we reasonably think we can recover it another way.
- 11.8 If you are or become resident in a jurisdiction where we are required to pay a tax under the law of that jurisdiction on the income we receive from you by way of interest payments. You must increase the amount of the payment due to an amount which leaves an amount equal to the payment which would have been due if no tax payment had been required. If you fail to pay the additional amount we will still pay the tax and inform you of the amount paid. If you fail to reimburse us we will treat the tax paid as an Expense.
- 11.9 You will remain liable for any outstanding fees, charges, costs and expenses that you have not paid to us in full in accordance with the Offer Document even if the facility has not been paid to you or you cannot access it and any fees already paid are not refundable.

### **12. SET-OFF**

- 12.1 All payments to us must be made without set-off and without any deduction on account of any tax, duty or other charge, unless a deduction is required by law. If a deduction is required by law, you will increase the payment so that we receive the amount due to us before the deduction.
- 12.2 We may set off any Outstanding Balance whether in sterling or any other currency against any amount we owe you (including any deposit you hold with us or any investment assets we manage for you). We may exercise this right after giving you any notice required by law or by any industry code to which we subscribe or, where no such notice is required, without prior notice.

**13. CONFIRMATIONS**

13.1 You confirm on the date you sign the Offer Document and the security document that:

- (a) you have full power and authority to enter into this Agreement;
- (b) where you are a company, partnership or trust you are duly incorporated and validly existing under the laws of your jurisdiction of incorporation;
- (c) where you are a company, partnership or trust you have taken all necessary actions to authorise your entry into this Agreement and any security documentation in connection with this Agreement;
- (d) where you are a company, partnership or trust this Agreement (and your performance of all your obligations set out in this Agreement) does not and will not breach any law, regulation or official directive which applies to you, or any Agreement to which you are a party;
- (e) where you are a company, partnership or trust this Agreement is and will be valid, binding and enforceable in accordance with its terms;
- (f) there is no actual or threatened litigation, dispute resolution, administrative proceeding or enforcement process, or any breach of an Agreement, affecting you, which could have a material adverse effect on your ability to make payments and repayments as required under this Agreement or your ability to otherwise perform your obligations under this Agreement or your obligations under any security you provide for this Agreement;
- (g) you have and will have, full title to the Property (present and future) free from all security except the security created pursuant to, or permitted by, the security documents;
- (h) you have not entered into any borrowing arrangement or other arrangement of the types described in condition 15.1(c) (*Your obligations*) for which:
  - (i) there is any remaining obligation or amount outstanding; or
  - (ii) you have not disclosed the full details to us; and
- (i) no event that would entitle us to demand payment of the full Outstanding Balance under condition 18 has occurred.

**14. INFORMATION YOU MUST GIVE US**

14.1 Whenever we ask, you will provide to us the information we require, in the form and within the timescale we reasonably require. We may at our sole discretion appoint an independent accountant to report on your financial position. Any reasonable costs we incur in doing this will be payable by you at our request.

**15. YOUR OBLIGATIONS**

15.1 You must not, without our prior approval:

- (a) grant or allow to exist any security over your assets, other than security granted in our favour or security arising by operation of law;
- (b) sell, transfer, lease (or where a lease is already in existence, consent to the lease being assigned) or otherwise dispose of all or a material part of your assets;

- (c) where you are a business or partnership, undertake any borrowing from another source or any leasing arrangement or any factoring or invoice discounting of debts or any other arrangements for obtaining finance; or
  - (d) enter into any guarantees.
- 15.2 Where you are a company, partnership or trustee of a trust you must not do any of the following (as applicable) without telling us in advance:
- (a) change the nature, or size, of your business as it is being conducted as at the date of this Agreement in an important way;
  - (b) change the ownership of your company;
  - (c) add or remove any partner to or from your partnership, or otherwise permit the structure of your partnership to change in a material way;
  - (d) remove or permit the removal of yourself or any other trustee of the trust who has signed this Agreement, or any agent who has signed this Agreement on your behalf (if applicable), or otherwise permit the structure of the trust to change in a material way.
- 15.3 If you notify us of any changes in accordance with condition 15.2 we will review your facility and we may ask you to provide further security in accordance with condition 10.7 and/or 10.13 (*security*) and/or we will be entitled to ask you to repay the Outstanding Balance early.
- 15.4 If we ask you to repay the Outstanding Balance early under condition 15.3 (or under condition 18 (*When we can ask you to pay us the Outstanding Balance*)), you will when we notify you repay the Outstanding Balance either immediately or on such future date as we reasonably specify.

## **PART 2 – MORTGAGE CONDITIONS**

### **16. WHAT YOU MUST DO IN RELATION TO THE PROPERTY**

#### **16.1 You agree to do the following:**

- (a) if you are an individual, live in the Property and use it as your sole or main home unless we agree you do not have to;
- (b) not use the Property for any business use unless we agree you can;
- (c) comply in all respects with and not breach any applicable environmental laws;
- (d) if you receive any compensation money in relation to the Property you must pay the money to us and we may treat it as a part early repayment. Any such compensation money will be held by you on trust for us;
- (e) if we ask you must give us any document you have relating to the Property or the ownership of the Property;
- (f) comply with any obligations or restrictions which apply to the Property, for example, covenants or lease conditions. If you do not comply with obligations or restrictions which apply to the Property we may need to step in to comply with them on your behalf and you must pay us for doing so when we ask you to;



tell us if you will become the owner of a new or increased interest in the Property or any land or building which includes the Property, for example, if your interest changes from leasehold to freehold. You must give us new security over the new or increased interest if we ask you to. You must get our approval to the terms of any new security document and we can make our approval subject to conditions;

- (g) immediately tell us about and give us a copy of any notice, order, direction, licence, consent or permission relating to the Property, for example, any notice from your local authority or from the person who owns the freehold if the Property is leasehold;
- (h) if you are a member of a management company which deals with the management of the Property or its amenities, you must deposit your share certificate or other certificate of membership with us. If asked, you must also sign a formal transfer of your shares or other membership rights to any person who buys the Property from us or a receiver;
- (i) keep the Property in good order, repair and condition and carry out any building or repair work needed to keep the Property in good repair so it keeps its value as our security. If you do not do so we may repair the Property for you and you must pay us for doing so when we ask you to;
- (j) not neglect the Property or do anything which could damage the Property, reduce its value, or impact any insurance in a negative way or increase any insurance premium;
- (k) carry out building and repair work which we may ask you to carry out or which is required by laws or regulations that apply to the security, the Property or the Agreement between you and us. If you do not do so we may carry out such works for you and you must pay us for doing so when we ask you to; and
- (l) make any payments relating to the Property in full and on time. If you fail to do so we can pay them for you and you must repay us when we ask you to.

## **17. WHAT YOU MUST ASK OUR PERMISSION FOR IN RELATION TO THE PROPERTY**

### **17.1 You must ask for our permission before you:**

- (a) sell the Property or any part of the Property, give the Property or any part of the Property away, transfer ownership of the Property or any part of the Property or make any declaration of trust in relation to the Property or any part of the Property;
- (b) grant or agree to grant a lease or tenancy over all or part of the Property or give up possession of all or part of the Property and allow someone else to live there unless we have agreed in the Offer Document that you do not need to live in the Property. This means you cannot rent the Property to someone else without our permission.
- (c) vary the terms of any lease or other Agreement relating to all or part of the Property;
- (d) deal with a claim for compensation if your local authority takes possession of all or part of the Property;
- (e) apply for or get a grant in respect of all or part of the Property;
- (f) cease to occupy the Property for 90 days or more (unless we have agreed in the Offer Document that you do not need to live in the Property) or allow the Property to be vacant for 28 days or more (or any shorter period specified in the insurance policy of the Property).

- (g) give someone else security over all or part of the Property;
- (h) change the use of all or part of the Property or apply to the planning authority to change the use of all or part the Property;
- (i) create any rights, restrictions or covenants in respect of the Property; or
- (j) make any structural or other significant changes to all or part of the Property;

17.2 If we give you permission to grant a lease or tenancy over all or part of the Property:

- (a) we may charge you a fee or switch you to a new interest rate or both (we will also tell you if this is the case);
- (b) you must pay us any fees we incur in reviewing the proposed tenancy agreement;
- (c) you must comply with any conditions we reasonably impose; and
- (d) you must ensure that any rental income from the Property is paid into an account you hold with us.

17.3 We may make our permission subject to conditions. We will always act reasonably when deciding whether or not to give you our permission or when we make our approval subject to conditions. For example we will be acting reasonably if we refuse to give you permission, or we make our approval subject to conditions, because we reasonably think there is a risk of a fall in value of the Property or of a negative impact to the security, the Property or our ability to rely on or enforce that security.

## 18. **WHEN WE CAN ASK YOU TO PAY US THE OUTSTANDING BALANCE**

18.1 We can terminate this Agreement and ask you to pay us the Outstanding Balance if any of the following occur:

- (a) you have failed to pay any material amount within 30 days of the date it is due under this agreement or if there is a serious failure by you to comply with any other term of this agreement or any security, unless the failure can be and is remedied within 30 days;
- (b) a guarantor or other grantor of security serves notice to discontinue that security, or fails to comply with any of its terms in an important way, unless the failure can be and is remedied within 30 days of notice from us;
- (c) any information provided by you or on your behalf proves inaccurate or incomplete, where we reasonably consider that it is or was material to any decision by us to lend monies under this agreement or to any exercise of, or failure to exercise, our rights under this agreement;
- (d) any of your debts:
  - (i) is not paid when due or within any originally applicable grace period; or
  - (ii) becomes due, or capable of being declared due and payable before its stated due date, because of an event of default (howsoever described);

where in our reasonable opinion it affects your ability to pay and repay and/or to meet any of your other obligations under this agreement in an important way;

- (e) you are unable (or are deemed or declared unable) to pay your debts as they fall due or you are deemed as having no reasonable prospect of paying your debts as they fall due in each case under applicable law;
  - (f) you suspend, or threaten to suspend, payment of your debts;
  - (g) by reason of actual or anticipated financial difficulties, you commence negotiations with one or more of your creditors (other than us) with a view to rescheduling any of your debt;
  - (h) any step, procedure, action or proceeding is taken in relation to the composition, compromise, assignment or arrangement of any of your debts;
  - (i) a moratorium is proposed or comes into effect in relation to any of your debts;
- a person becomes entitled to appoint a receiver or administrative receiver over all or any of your assets or a receiver or administrative receiver is appointed over all or any of your assets and as a consequence, in our reasonable opinion, your ability to pay and repay sums due under this agreement and/or to meet any of your obligations under this agreement is affected in an important way;
- (j) a person becomes entitled to appoint a receiver or administrative receiver over all or any of the assets of your guarantor (or other provider of security);
  - (k) if you are, or your guarantor (or other provider of security) is, an individual,
    - (i) you or your guarantor (or other provider of security) become the subject of a bankruptcy petition or order; or
    - (ii) you or your guarantor (or other provider of security) dies or leave the secured property to enter permanent or long-term care;
  - (l) If you are, or your guarantor (or other provider of security) is, a company:
    - (i) any corporate action, legal proceedings or other procedure or step is taken in relation to:
      - (1) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation of the company (by way of voluntary arrangement, scheme of arrangement or otherwise); or
      - (2) the appointment of a liquidator, administrator, compulsory manager, trustee or other similar officer over you or your guarantor (or other provider of security) or any of your or their assets,

provided that this shall not apply to a winding up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement;
    - (ii) you cease your business, or the nature of your business changes in a way that we reasonably believe adversely affects your ability to meet your obligations under this agreement in an important way;
  - (m) If you are, or your guarantor (or other provider of security) is, a partnership or trust, you or they cease to be a partnership or trust;

- (n) one of your creditors, or a creditor of your guarantor (or other provider of security) attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on the whole or any part of your or their assets and is not discharged within 7 days;
  - (o) any security over any of your assets is enforced in a way which in our reasonable opinion affects your ability to pay and repay sums due under this agreement and/or to meet any of your obligations under this agreement in an important way;
  - (p) any material litigation or other proceedings are threatened or commenced against you or any other provider of security which is likely to adversely affect your ability or that of such other provider of security to meet your or their obligations under this agreement or the security in an important way or which might adversely affect our or your reputation;
- you refuse to perform your obligations under this agreement or any provider of security (including you) refuses to perform its obligations under any security document to which it is a party without good reason, or you or any other provider of security otherwise denies any liabilities or obligations under this Agreement or any security document;
- (q) you do not within two days of our request reduce your liabilities or provide additional security acceptable to us in accordance with condition 10.7 or 10.13 (*Security*);
  - (r) you enter into any obligation whether by way of borrowing from another source, leasing commitments, factoring of debts, granting of guarantees or by any other means, without our prior written approval;
  - (s) the facility is used otherwise than for the purpose (if any) specified in the Offer Document;
  - (t) it becomes unlawful for you to perform any or all of your obligations under this agreement or any of the liabilities under this agreement or any security we hold for your liabilities is not or ceases to be, legal, valid, binding and enforceable in accordance with its terms;
  - (u) you become subject to any UK, US, EU or UN sanctions or embargoes or if you are a company, you become owned by or controlled by any person subject to such sanctions or embargoes, or you are registered in a country subject to such sanctions or embargoes;
  - (v) you move to a jurisdiction where local regulatory requirements prevent us from continuing our agreement with you;
  - (w) any other event occurs in any other jurisdiction which has a similar or analogous effect to those specified in this condition 18;
  - (x) we consider it necessary or desirable to prevent what we consider is or might be a violation of any applicable law or regulation or good standard of market practice; or
  - (y) we consider it necessary or desirable for our own protection (including to protect our reputation) or any action is taken or event occurs which we consider might have a material adverse effect on your ability to perform your obligations under this Agreement, for example if we reasonably believe you are carrying on suspicious activity, criminal conduct, money laundering or continuing our agreement with you would breach our sanctions obligations.

- 18.2 You must notify us of any of the above events immediately upon becoming aware of its occurrence.
- 18.3 If we have to demand payment of your outstanding balance for one or more of the reasons above:
- (a) you must:
    - (i) pay any reasonable costs we incur as a result for example our legal costs; and
    - (ii) we may also charge you any reasonable administration costs we incur as a result.
- 18.4 When considering how and when we will exercise our rights under this condition 18, we will take into account whether we reasonably believe that you will be able to meet all of your obligations under this Agreement within a reasonable timescale, and whether it is likely that you will be able to compensate us for any loss, cost or expense caused.
19. **WHEN WE CAN TAKE POSSESSION OF THE PROPERTY**
- 19.1 If an event occurs that means we are entitled to demand payment of the full Outstanding Balance under condition 18 we can take possession of the Property. This means we will take control over the Property and you must leave it. We might have to get a court order before we can take possession of the Property. If we take possession of the Property we can let the Property to someone else on reasonable terms (or if the Property is already let we can take over the right to manage the Property and receive rent). We can also sell the Property (but we do not need to take possession of the Property first to do this).
- 19.2 If we take possession of the Property we will take reasonable care of the Property and we will use rent and other income we receive from the Property as payment towards the Outstanding Balance.
- 19.3 If we take possession of the Property you must remove all your possessions from the Property. We can remove, store, sell or dispose of anything you leave at the Property, including animals, and where we do we will do so as your agent. You will have to pay our costs of doing this and you must do so when we ask you to. If you do not pay our costs when we ask you to we will add these to your facility and you will pay interest on them.
- 19.4 If we sell the Property we will sell it for the best price we can reasonably get within a reasonable timeframe and we will use any money we or a receiver get from the sale to pay the Outstanding Balance. If there is any money left over once we have used the sale proceeds to pay the Outstanding Balance we will pay that money to anyone we know has a right to it, for example another lender with security over the Property. If there is no one else who has a right to that money we will pay it to you.
- 19.5 If we, a receiver, or you sell the Property and the sale proceeds do not cover the Outstanding Balance, you will still have to repay us the Outstanding Balance and interest will be charged on that amount at the rate which applies to your facility.
- 19.6 Section 103 of the Law of Property Act 1925, which says we cannot use our power to sell your Property until certain conditions have been met, does not apply to this Agreement and the power of sale will arise on the date of the security document.
- 19.7 We can use any powers we have under the Law of Property Act 1925 or any other applicable law or regulation in addition to any rights or powers we have under this Agreement.

- 19.8 We can use the same powers a receiver has under these conditions or under any applicable law or regulation even if a receiver has been appointed.
20. **WHEN WE CAN ENTER THE PROPERTY**
- 20.1 You must allow one of our employees or agents, a valuer or a surveyor access to the Property to inspect it at any reasonable time of the day following reasonable notice.
- 20.2 If we ask someone to carry out work on the Property where you have failed to do so you must allow them access to the Property at any reasonable time of the day following reasonable notice.
- 20.3 When someone referred to in this condition 20 comes into the Property this does not mean that we have taken possession of the Property or that we have accepted the legal responsibilities as if we had possessed the Property.
21. **INSURANCE**
- 21.1 You must insure the Property at all times against all risks we may reasonably specify with a reputable insurer and you must pay all of the insurance premiums on time.
- 21.2 If the Property is leasehold and under the terms of the lease, buildings insurance is the responsibility of your landlord, the following terms will apply instead of condition 21.1:
- (a) you must take reasonable steps to ensure that the landlord insures the Property with a reputable insurer against all risks we reasonably specify and for at least the full cost of rebuilding the Property; and
  - (b) you must notify us immediately if you become aware that any insurance has lapsed or does not otherwise comply with the above requirements.
- 21.3 You, or your landlord where the Property is leasehold, must ensure that the Property is insured for at least the full cost of rebuilding the Property. The full cost of rebuilding the Property will be determined at the start of this Agreement when we have the Property valued.
- 21.4 If following our request you do not provide evidence of adequate insurance we may take out an insurance policy for the Property and ask you to pay for it; you must pay for this when we ask you to. Any insurance policy we take out for you may only cover our interests and may not cover your or anyone else's interests.
- 21.5 If we reasonably think the insurance policy is not adequate you must improve the insurance cover in the way we ask you to. If you do not do so we may do so for you and this may only cover our interests and may not cover your or anyone else's interests. You must pay us for improving your insurance cover when we ask you to.
- 21.6 You must not do anything which could make the insurance invalid or make it more difficult or expensive to insure the Property.
- 21.7 You must use any money from an insurance claim to repair or rebuild the Property or for the purpose the claim was made, unless we tell you we want you to use it to pay us the Outstanding Balance under this Agreement. We will only do this if we think the money from the insurance claim will not put the Property in good enough repair for the value of the Property to cover the Outstanding Balance or will not meet the purpose for which the claim was made. You will hold any money you receive from an insurance claim on trust for us.

- 21.8 You must tell us about any material damage to the Property which could mean you need to make a claim under your insurance immediately. If the insurance policy allows us to we can negotiate with the insurer and settle a claim on reasonable terms.

**22. OUR RIGHT TO ACT AS YOUR ATTORNEY**

- 22.1 You appoint us and, where we appoint a receiver, (as a separate appointment) the receiver, to be your attorney until you pay us everything you owe under this Agreement. We, or the receiver, can do anything that you could do with the Property, such as signing documents to do with this Agreement or the Property.
- 22.2 Where there is more than one of you and we, or a receiver, are acting as your attorney we will act for all of you jointly and each of you separately.
- 22.3 You must confirm anything we, or a receiver, has done as your attorney if we ask you to.

**23. APPOINTING A RECEIVER**

- 23.1 If an event occurs that means we are entitled to demand payment of the full outstanding balance under condition 18 we can 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 and to replace the receiver with a different receiver.
- 23.2 The receiver will act as your agent and this means you are responsible for their costs and their actions.

**24. POWERS WE HAVE AS YOUR ATTORNEY AND POWERS A RECEIVER HAS**

- 24.1 If an event occurs that means we are entitled to demand payment of the full Outstanding Balance under condition 18 your attorney including, where applicable, a receiver can:
- (a) receive any money payable to you to do with the Property, any right or claim over the Property or any insurance, guarantee or compensation to do with the Property, the security or this Agreement;
  - (b) choose the order any money received is used to repay interest, the facility and any charges and costs;
  - (c) use any proceeds of an insurance claim to repair or rebuild the Property or for the purpose the claim was made unless we, or a receiver, tell you we (or a receiver) want you to use it to pay us the Outstanding Balance under this Agreement. We, or a receiver, will only do this if we reasonably think the money from the insurance claim will not put the Property in good enough repair for the value of the Property to provide adequate security for the facility or will not meet the purpose for which the claim was made;
  - (d) make arrangements with or enforce the obligations of any current or former tenant or occupier of the Property;
  - (e) take action to surrender or terminate any tenancy or to get possession of all or part of the Property and grant new leases of the Property
  - (f) make a claim to do with the Property or under any insurance, guarantee or compensation relating to the Property, the security or this Agreement;
  - (g) insure the Property. This may only cover our interests and may not cover your or anyone else's interests;

- (h) sell the Property. We (or a receiver) will sell it for the best price we can reasonably get within a reasonable timeframe; or
  - (i) vary the terms of any lease or other Agreement relating to the Property.
- 24.2 At any time (not just when an event occurs that means we are entitled to demand payment of the full outstanding balance under condition 18) your attorney including, where applicable, a receiver can:
- (a) employ and pay agents to carry out work on behalf of the attorney or receiver;
  - (b) instruct anyone who has documents, records or accounting information about the Property (including ownership of the Property), the security, this Agreement to give us those documents, records or accounting information;
  - (c) take action to keep the Property in good repair and condition;
  - (d) take action to meet any laws or regulations in relation to the Property;
  - (e) take steps to remedy any defect with the security document which means it is not binding;
  - (f) sign forms or documents required for the Property;
  - (g) transfer any share or membership right in any management company or residents' association or society or commonhold association or similar of which you are a member and which is connected to the Property; use any rights you may have as a member; or ask for the cancellation and reissue of any certificate of share of membership you have in any such organisation;
  - (h) do anything else reasonably required to do with the Property to ensure the Property will continue to provide good security for the facility, the security or this Agreement; or
  - (i) do anything else you have to do under this Agreement or any related security.

### PART 3 – GENERAL

#### 25. TRANSFERS

- 25.1 You may not allow any person to take over any of your rights and duties under this Agreement.
- 25.2 We may assign or transfer all or any part our rights and/or duties under this Agreement to any person (a "**third party transferee**") without your consent. We will only transfer our duties in this way if, in our reasonable opinion:
- (a) the third party transferee to whom we make the transfer is capable of performing our duties under this Agreement; and
  - (b) the way in which you are treated under this Agreement will not be affected in an important way by, or following, that transfer.
- 25.3 We may share information about you with a prospective third party transferee or its agent, or person providing funding (to us or to the prospective third party transferee), regardless of whether we actually assign or transfer all or any part of our rights and/or duties to such transferee or the funding is actually provided.



- 25.4 Where we assign or transfer (including by declaration of trust) all or any part of our rights and/or duties under this Agreement to a third party transferee, references in this Agreement to "we", "us" and "our" shall be references to that third party transferee (for all or the relevant part, as applicable).

**26. CHANGING THIS AGREEMENT**

- 26.1 We tell you how and when we can change the amount of your regular payments and fees you have to pay under this Agreement elsewhere in these conditions.
- 26.2 We can change any other aspect of this Agreement if we reasonably think the change will be as favourable or more favourable to you. We can also make changes to any other aspect of this Agreement for the following reasons:
- (a) to comply with a change in any applicable laws or regulations 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 this Agreement; or
  - (c) if we need to change the way we run your account as a result of changes in the banking or financial system.

We will give you at least 30 days' written notice before we make such a change.

**27. JOINT AND SEVERAL LIABILITY**

- 27.1 If more than one of you is named on the security documents as borrowers the security is given jointly by all of you and the terms of this Agreement apply to all of you.
- 27.2 You are jointly and severally liable. This means you are each individually responsible for keeping the terms of this Agreement, for example making sure payments are made when due, and we can take action against one or all of you if you do not keep to the terms of this Agreement.
- 27.3 You agree we will only need to send information to do with this Agreement to one of you (you must tell us who this will be) and we will do this unless we are required by law or regulation to send the information to everyone who is named on the security document.
- 27.4 Any of you can give us instructions independently of the other borrower(s) and we do not need to check with the other borrower(s) before acting on those instructions but we may choose to do so.

**28. CONTACTING EACH OTHER AND NOTICES**

**Contacting Each Other**

- 28.1 You can contact us:
- (a) by telephone using your private banker's number(s) or on +44 20 7597 3000 between the hours of 9am and 5pm on Working Days;
  - (b) by writing to us at SG Kleinwort Hambros Bank Limited, 8 St. James's Square, London, SW1Y 4JU;
  - (c) through our website – [www.privatebanking.societegenerale.com/hambros](http://www.privatebanking.societegenerale.com/hambros); or
  - (d) by any other method we approve or notify you of from time to time.

Alternatively, you can contact your Private Banker on the usual telephone number or email address that you have been given for them between the hours of 9am – 5pm on Working Days. You acknowledge and accept that any means of communication (including email, telephone, facsimile, post, SMS) are not secure or reliable and that, if you choose to communicate with us, or request us to communicate with you, it shall be at your own risk and you accept that communication may not be received or actioned in a timely manner and that there is a risk of technical malfunction, computer viruses, unauthorised interference, misdelivery or delay of communications.

- 28.2 We can contact you using the most recent email address, postal address or phone number you have given us. You must tell us if your contact details change.
- 28.3 Telephone calls with you may be monitored and recorded so we can check instructions you give us, train our staff and for quality monitoring purposes.
- 28.4 We will communicate with you in English.

#### **Notices**

- 28.5 You must send any notice to us by pre-paid first class post to your Private Banker at SG Kleinwort Hambros Bank Limited, 8 St. James's Square, London, SW1Y 4JU.
- 28.6 Where we say we will tell you before we do something or give you notice of something we will do so in writing. In a notice we may tell you we will do something, for example make a change to these conditions, or that you must do something by a future date. Where we do not specify a future date then the date the notice takes effect will be:
  - (a) the second day after the date on the notice unless it is to an address outside the United Kingdom in which case it will be from the seventh day after we post it; or
  - (b) the day we email you.

#### **29. OTHER CONDITIONS**

- 29.1 If we choose not to enforce all or part of this Agreement or we delay enforcing it this does not mean we cannot enforce it at a later date.
- 29.2 If we cannot enforce part of this Agreement that will not affect our right to enforce any other part of it.
- 29.3 There may be other taxes or costs that are not paid via us or imposed by us.
- 29.4 We will not be liable to you for any of the following if we are unable to provide any service or fulfil any obligation under this Agreement:
  - (a) any loss of business, loss of goodwill, loss of opportunity or loss of profit in any circumstances; or
  - (b) any loss to you we could not have reasonably anticipated.

Nothing in this Agreement will stop us being liable if we act fraudulently, with gross negligence or we are at fault and the law does not permit us to limit or exclude liability.

- 29.5 If we get a court order against you to force you to pay us what you owe under this Agreement, you will continue to pay interest on the Outstanding Balance at the interest rate which applied to your facility before the court order.

- 29.6 You agree to sign any document we need in order to safeguard the security of our other security or to protect our interests in the Property and you agree to pay the reasonable costs for any such documents to be prepared.
- 29.7 The Contracts (Rights of Third Parties) Act 1999 will not apply to these conditions. This means only you and we (and anyone who takes on our rights and/or our obligations under this Agreement) can rely on this Agreement.
- 29.8 This Agreement is in English and is governed by English law.
- 29.9 The English courts have jurisdiction to settle any dispute arising out of or in connection with this Agreement.
- 29.10 We may also elect to have recourse to the courts of any other appropriate jurisdiction, including the jurisdiction where we provided the facility, where you are resident, or where any security is held.
- 29.11 If you are an individual you can bring a claim against us in the English courts or, if you were resident in another jurisdiction in the UK, the Channel Islands or Gibraltar when you entered into the facility, you can bring a claim against us in the courts of that jurisdiction.

### **30. COMPLAINTS**

- 30.1 If you have a complaint about any of our services, please telephone us and ask to speak to your Private Banker. Alternatively, you may write to us and address your letter to the Head of Compliance, SG Kleinwort Hambros Bank Limited, 8 St. James's Square, London, SW1Y 4JU.
- 30.2 We will promptly acknowledge receipt of your complaint by letter and we will endeavour to resolve your complaint as quickly as possible. Our letter will include a full copy of our internal complaints handling procedures. At the end of the process, we will send you a final response letter setting out how we propose to resolve the complaint and any applicable remedy.
- 30.3 If for any reason you are not satisfied that your complaint has been resolved fairly, you may be able to refer the matter to the Financial Ombudsman Service (FOS) under which certain disputes may be resolved quickly and with minimum formality by an independent person. A leaflet detailing this procedure will be provided with our final response. You can contact the FOS by writing to them at The Financial Ombudsman Service, Exchange Tower, London E14 9SR or calling 0800 023 4567 and you can find out more information on their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### **How we are authorised**

SG Kleinwort Hambros Bank Limited is established and has its registered office at 8 St. James's Square, London, SW1Y 4JU. We are a financial services organisation and banking institution authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our reference number is 119250. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768. The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974. Its address is 12 Endeavour Square, London E20 1JN.

## 31. PRIVACY AND DATA PROTECTION

### Keeping Us Informed of Your Details

- 31.1 You must inform us promptly of any changes to your personal information including your name, residential or postal address, email address, telephone numbers (including mobile), marital or civil partnership status, domicile, nationality or residence for tax purposes. We may ask you for documentary evidence of any such change. Depending upon your new location, for local regulatory reasons, we may be unable to continue our Agreement with you.

### Confidentiality

- 31.2 In this section on Confidentiality and the following section on Data Protection the below terms have the following meanings:

**"Common Reporting Standard"** means the Standard for Automatic Exchange of Financial Account Information set forth by the Organisation for Economic Co-Operation and Development;

**"Common Reporting Standard Due Diligence Procedures"** means steps we take to meet our obligations under the International Tax Compliance Regulations 2015;

**"Confidential Information"** means your Personal Data, as well as all other information we hold about you, your accounts, any applications, your borrowings, cash, investments and/or other assets we or others may hold on your behalf from time to time;

**"Personal Data"** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**"Regulatory Authority"** means any relevant government entity or other authority in any jurisdiction (or which may have authority across numerous jurisdictions) which is responsible for authorising, supervising or otherwise regulating any part of the Société Générale Group;

**"Reportable Jurisdiction"** means a jurisdiction (i) with which an agreement is in place pursuant to which there is an obligation to provide the information specified in the Common Reporting Standard, and (ii) which is identified in a published list; and

**"Reportable Jurisdiction Person"** means an individual or entity that is resident in a Reportable Jurisdiction under the tax laws of such jurisdiction, or an estate of a decedent that was resident of a Reportable Jurisdiction. For this purpose, an entity such as a partnership, limited liability partnership or similar legal arrangement that has no residence for tax purposes shall be treated as resident in the jurisdiction in which its place of effective management is situated.

**"Reportable Person"** means a Reportable Jurisdiction Person other than: (i) a corporation the stock of which is regularly traded on one or more established securities markets; (ii) any corporation that is a Related Entity of a corporation described in (i); (iii) a Governmental Entity; (iv) an International Organisation; (v) a Central Bank; or (vi) a Financial Institution;

**"Société Générale Group"** means Société Générale S.A. and each direct or indirect subsidiary of that company;

- 31.3 We will treat all Confidential Information as private and confidential, even when you are no longer a client.
- 31.4 You agree that we or any person to whom your information is properly disclosed (including other companies in the Société Générale Group and third parties) may disclose Confidential Information:
- (a) to any other companies which are at the time of disclosure in the Société Générale Group;
  - (b) to third parties who provide services to us or to other companies in the Société Générale Group or that act as our (or such companies') agents (or prospective third-party service providers or prospective agents). Such service providers and/or agents may also disclose such information to their service providers or agents;
  - (c) to third parties in connection with a reorganisation (including investment), amalgamation, merger or transfer or sale of all or part of our business, including to any insurers and professional advisors, and any third parties to whom we assign, transfer or charge our interest in any financial product or service provided to you;
  - (d) to any court of any relevant jurisdiction, or any relevant tribunal, mediator, arbitrator or taxation authority or any Regulatory Authority;
  - (e) if we or any person to whom your information is disclosed have a right or duty to disclose it or are permitted (acting reasonably) or compelled by applicable law or regulation (for example, financial institutions and payments or messaging service providers may from time to time be required to provide certain transaction information to authorities or other official bodies, whether located in the European Union or overseas, to assist in the prevention of terrorism, money laundering, tax evasion, and other crimes) or if we or any person to whom your information is disclosed wishes (acting reasonably) to share the information with other financial institutions to assist in the prevention of terrorism, money laundering, tax evasion, and other crimes;
  - (f) to debt collection agencies, law enforcement agencies and/or fraud prevention agencies;
  - (g) to licensed credit reference agencies as set out below for the purposes of collecting further information about you;
  - (h) to financial organisations such as SWIFT where required for the transfer of funds and operation of your account;
  - (i) to any third-party service provider which is authorised to provide either account information services or payment initiation services ("TPP") which you use, as required in connection with the TPP's provision of account information or payment initiation services to you;
  - (j) to any guarantor, where your account is backed by a guarantee;
  - (k) to our agents, auditors, and professional advisors (and those agents, auditors and professional advisors of other companies in the Société Générale Group) to enable them to perform their obligations;
  - (l) to insurers and information providers; or

(m) otherwise if you consent to such disclosure.

31.5 We will only disclose your Confidential Information to those persons described above for the following purposes (such persons may also disclose your Confidential Information for the same purposes):

- (a) to confirm and verify your identity and credit status in relation to your application or account and, where applicable, conduct an appropriateness assessment. This may involve the use of other companies in the Société Générale Group or third parties acting as our or their agents for screening against publicly available information (including law enforcement agency sanctions list(s)) or involve companies in the Société Générale Group otherwise assessing your credit risk and making credit risk decisions;
- (b) to open and manage your account (with us or at other companies in the Société Générale Group) and our relationship with you and to provide products or services to you (including carrying out or facilitating any transactions);
- (c) to monitor and analyse the conduct of your accounts and relationship with us or with other companies in the Société Générale Group to ensure compliance with our internal policies and/or procedures or the Société Générale Group's policies and/or procedures and to be able to monitor risks and report on them;
- (d) to carry out business operational and administrative activities, including record keeping and audits;
- (e) to assess any credit limit or other credit decision (as well as the interest rate, fees and other charges to be applied to your account);
- (f) to carry out statistical and other analysis (including behavioural analysis);
- (g) to comply with any applicable law or regulation and/or any voluntary code or industry best practice we reasonably decide to adopt;
- (h) to comply with the request or requirement of any court of any relevant jurisdiction, or any relevant tribunal, mediator, arbitrator or taxation authority or any Regulatory Authority;
- (i) as is reasonably necessary to trace you (for example, if the contact details you have provided to us are no longer correct), trace debtors and enforce or seek to obtain settlement of amounts owing to us due to a default under your account(s) (with us or with other companies in the Société Générale Group);
- (j) to carry out the detection, investigation and prevention of fraud, tax evasion, money laundering, bribery, corruption, terrorist financing and other crime or malpractice and oversee and report on such detection, investigation and prevention activities over such matters by us, other companies in the Société Générale Group or other third parties; and
- (k) to use in connection with any legal proceedings or regulatory action (including prospective legal proceedings/regulatory action) and for obtaining legal advice or for establishing, exercising or defending legal rights.

31.6 In respect of a joint account, we may disclose to any of the joint account holders information obtained by us from any other joint account holder in relation to that joint account.

31.7 Neither we nor any other company in the Société Générale Group shall be obliged to disclose to you or take into consideration any fact, matter, finding or other information:

- (a) if this would, or might, be in breach of duty or confidence to any other person or would result in a breach of applicable law or regulation; or
- (b) irrespective of what may or may not be known by a company in the Société Générale Group, which comes to the notice of an employee, officer or agent of ours or another company in the Société Générale Group, but has not come to the actual notice of the individual(s) through whom your relationship with us is conducted.

31.8 We will disclose details relating to your accounts to the UK authorities, and such details will then be passed on to the appropriate authorities in other jurisdictions relevant to the account holders in accordance with bilateral and multi-lateral information and exchange agreements. In particular, as a financial institution situated in a jurisdiction which has adopted the Common Reporting Standard we are required to automatically pass on information and may therefore:

- (a) apply the Common Reporting Standard Due Diligence Procedures to identify financial accounts which are held by: (i) one or more Reportable Persons; or (ii) by certain passive entities (as defined in the Common Reporting Standard) where such entities have controlling persons (as defined in the Common Reporting Standard) that are Reportable Persons; and
- (b) report information about the account holder(s) along with financial information about those accounts to the UK authorities, for exchange with the governmental authorities of the relevant Reportable Jurisdiction(s).

#### **Data Protection**

31.9 We are a data controller in respect of your Personal Data and will process your Personal Data in accordance with applicable law or regulation.

We will process your Personal Data as necessary for the performance of our obligations under this Agreement or any other contract with you, for compliance with a legal obligation, to pursue our legitimate interests or those of a third party (subject to any overriding interests, fundamental rights and freedoms you may have) or, in limited circumstances, where you have given your consent. Your Personal Data may be transferred to those persons described in Clause 31.4 and processed for the purposes described in Clause 31.5. This may involve the transfer of Personal Data to countries outside the EEA, in which case we shall take all reasonable steps to ensure the recipient of such information keeps it safe and secure. Further information on how your Personal Data is collected, how long it is retained for, the grounds for processing, the purposes of the processing and the persons to whom your Personal Data may be transferred can be found in our Privacy Notice which is available on our website at: [www.kleinworthambros.com/en/important-information](http://www.kleinworthambros.com/en/important-information).

31.10 Under UK data protection legislation, you have the following rights (some of which are subject to certain conditions or circumstances):

- (a) to receive a copy of your Personal Data held by us upon written request (a subject access request);
- (b) to require us to correct any inaccuracies in the information we hold about you;
- (c) to require us to assist you to move, copy or transfer your Personal Data;

- (d) to require us to erase your Personal Data;
- (e) to require us to block the processing of your Personal Data; and
- (f) to object to the processing of your Personal Data.

31.11 You also have the right to ask us not to process your Personal Data for marketing purposes. The exercise of some of these rights may result in our no longer being able to provide a product or service to you. Please contact your Private Banker if you wish to exercise these rights. To request a copy of your Personal Data, please write to the Data Protection Officer, SG Kleinwort Hambros Bank Limited, 5th Floor, 8 St James's Square, London SW1Y 4JU. You also have the right to complain to the Information Commissioner's Office by writing to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Further information on the exercise of your rights can be found in our Privacy Notice which is available on our website at [www.kleinworthambros.com/en/important-information](http://www.kleinworthambros.com/en/important-information).

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

- 31.12 We may disclose information we hold about you to licensed credit reference agencies, or other similar organisations that help us and others make credit decisions and reduce the incidence of fraud, or in the course of carrying out identity, fraud prevention or credit control checks. We may therefore search our records and those of credit reference and fraud protection agencies to assess your application. The agencies give us both public information (including information from the Electoral Register) and shared credit and fraud prevention information to verify your identity. Declined applications based on automated credit scoring can be reviewed manually on request.
- 31.13 It is also important that you give us accurate information. We will check your details with credit reference and fraud prevention agencies and if you give us false or inaccurate information and we suspect fraud, we will record this and pass this to credit reference and fraud prevention agencies and other organisations involved in crime and fraud prevention.
- 31.14 We and other organisations may access and use from other countries the information recorded by credit reference and fraud prevention agencies. The credit reference agencies and fraud prevention agencies will also use the records for statistical analysis about credit and about insurance and fraud.

### **Recording and Monitoring of Telephone Calls and Communications through the Private eBanking Service**

- 31.15 All telephone conversations with us (and any service desk established in connection with the Private eBanking Service) may be monitored and/or recorded without use of a warning tone with a view to improving our service to you and to protect both you and us and to help establish facts. All telephone recordings and other records will remain our Property and may be used to help resolve any disagreements between you and us. By entering into this Agreement, you consent to the monitoring and recording of the communications referred to in this section.

UK/MC/Oct/20

SG Kleinwort Hambros Bank Limited  
8 St James's Square  
London SW1Y 4JU  
United Kingdom

Tel: +44 (0)20 7597 3400  
Fax: +44 (0)20 7597 3456

Kleinwort Hambros is the brand name of SG Kleinwort Hambros Bank Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The firm reference number is 119250. The company is incorporated in England and Wales under number 964058 and its registered address is 5th Floor, 8 St James's Square, London SW1Y 4JU. Telephone calls may be recorded.