

Mortgage Terms & Conditions

Welcome to Afin

Thank you for choosing Afin Bank Limited ("**Afin**") for your mortgage. These **terms and conditions** contain important information about your mortgage with us. They should be read alongside your **mortgage offer letter**, the **legal mortgage**, our **tariff of charges** and any **deed of priority** that applies (together, these documents form our **agreement** with you). In the event of any discrepancy between these **terms and conditions** and your **mortgage offer letter**, the **terms** of your **mortgage offer letter** will prevail. **Terms** in bold used in these **terms and conditions** shall (unless defined in these **terms and conditions**) have the meaning given to them in the **legal mortgage**.

Please read these **terms and conditions** carefully and make sure you understand them before taking out a mortgage with us. If you do not understand anything in these **terms and conditions**, or any of the related documents we provide for your mortgage, you must ask us, your mortgage or credit intermediary or your legal adviser to explain them to you before taking out a mortgage with us.

As an Afin customer, you can always view and download the current version of these **terms and conditions** and our **tariff of charges** in UK English from our website (found below). If you need a copy of these terms and conditions and our tariff of charges in a different format, such as large print, braille, or another accessible version, please contact us.

THE MORTGAGED PROPERTY (WHICH MAY OR MAY NOT BE YOUR HOME) MAY BE REPOSSESSED AND/OR A RECEIVER APPOINTED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.

How to contact us

Afin is here to help you. If you have any questions, please:

- visit our website at afinbank.com
- call us on **0333 344 2974** – we are here to help 9am to 5pm, Monday to Friday.
- email us at support@afinbank.com

SUMMARY

Below we have summarised the key terms we have used in the **terms and conditions**, but you should make sure that you read the **terms and conditions** in full.

Key term	Summary
Total loan amount	We will lend you the total loan amount , which we will send to you after we have taken certain fees as set out in clause 8.3 of the terms and conditions .
Monthly payment	<p>You need to pay us each monthly payment as set out in your mortgage offer letter (or any changed monthly payment) on time.</p> <p>If you have a repayment mortgage (see your mortgage offer letter), each monthly payment is calculated so that the total loan amount you have borrowed is repaid by the end of the term, along with the interest.</p> <p>If you have an interest-only mortgage (see your mortgage offer letter), your monthly payment is calculated so that the interest is covered by the payments over the period of the mortgage. You must put arrangements in place to repay this at the end of the term as per the repayment terms outlined in your agreement.</p>

	<p>Your first monthly payment will fall due one calendar month after the date on which the total loan amount is advanced. If there is no corresponding date in the month, the monthly payment will fall due on the last day of that month. Subsequent monthly payments are payable on the payment due date. If the payment due date falls on a day which is not a business day, then the monthly payment will be due on the next business day in the same month (if there is one), or the immediately preceding business day (if there is not).</p>
Changing your monthly payment	<p>We may change the amount of your monthly payment during your mortgage. Some examples of when we might do this are in clause 5.7 of the terms and conditions. If we change your monthly payment, we will give you reasonable notice and may in certain circumstances give you up to 28 days' notice (see clause 5.8 of the terms and conditions).</p>
Changing the payment due date	<p>You can change your payment due date at any time. If the change means you need to pay extra interest, we will tell you the amount and when you need to pay it.</p> <p>You can select a payment due date that works better for you up until the 28th day of each month. If you wish to amend your payment due date, you can do so by contacting us on 0333 344 2974 and requesting the change for the following month (subject to clause 5.10 of the terms and conditions).</p>
Interest	<p>We add interest to the outstanding balance from the date we advance the total loan amount. The interest rate you pay is shown in your mortgage offer letter. For more information on how we calculate interest and when it is payable, please see clause 4 of the terms and conditions.</p>
Early repayment	<p>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, and such repayment charges are as set out in your mortgage offer letter.</p>
Event of Default	<p>In some circumstances we can ask you to repay the outstanding balance straight away (for example, if you do not make your payments on time). Clause 9 of the 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 do not pay it, we could take legal action against you. This could include repossessing and selling the property or we may appoint a receiver.</p>
Charges	<p>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).</p> <p>We have enclosed a tariff of charges, which is also on our website at afinbank.com/intermediaries/resource-and-documents. We can change and introduce new charges at any time (see clause 8 of the terms and conditions).</p>
Our right to change our agreement	<p>Clause 10 of the terms and conditions sets out our rights to change the terms of our agreement. We can only do this in limited circumstances, and we will give you 28 days' notice of any changes.</p>

Property obligations	<p>Your mortgage will be secured on the property (as described in the mortgage offer letter).</p> <p>You will need to insure the property and keep it in a good state of repair (more details about this is contained in the legal mortgage).</p> <p>Depending on the type of mortgage you have, there are limits on who can live in the property (more details about this are contained in the legal mortgage).</p>
Joint borrowers	<p>If you are 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.</p>
Flexible features	<p>Your mortgage may include some flexible features, such as making overpayments and early repayment charges. If it does, these will be set out in your mortgage offer letter.</p>
Transferring the mortgage	<p>We may transfer our rights under your mortgage, as set out in the legal mortgage.</p>
Buildings Insurance	<p>As a condition of your mortgage, you are required to hold sufficient insurance which covers for the minimum reinstatement value of the property. Reinstatement value is the cost to rebuild the property plus additional fees such as clearing the site and other expenses. It is your responsibility to ensure that the cover you have selected sufficiently covers this, as you would be expected to pay any shortfall if that situation did occur. It is important to remember that as house prices rise, or you make any large improvements to the property you may need to revisit the cover amount for your building insurance and ensure it is still adequate.</p> <p>If, at any time, we become aware that no cover or insufficient cover is in place we have the right to arrange a suitable policy cover and forward the costs to you. You may also be charged an administrative/handling fee for completing such service. Further details of this are set out in the legal mortgage.</p>
Commission	<p>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 letter.</p>

TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

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

- (a) **product fee** means our arrangement fee in the amount set out in the **mortgage offer letter**;
- (b) **Bank of England base rate** means the base lending rate of the Bank of England from time to time;
- (c) **broker** means any **broker** or other mortgage intermediary referred to in your **mortgage offer letter** 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 letter**;
- (e) **business day** means Monday to Friday excluding bank holidays;
- (f) **capital repayments** means any payment in excess of accrued interest to reduce the **interest bearing balance**
- (g) **deed of priority** means an agreement to be entered into by you, us and another secured lender, pursuant to which the priority of ranking of **security** is set out;
- (h) **mortgage exit fee** means a fee payable to us for releasing the **legal mortgage**;

- (i) **early repayment charge** has the meaning given to it in the **mortgage offer letter**;
- (j) **ERC year** means a 12-month period starting on the first day of the first calendar month following completion of your mortgage and renews every year until the end of any initial **interest rate** period set out in the **mortgage offer letter**;
- (k) **fixed rate period** means a period specified in the **mortgage offer letter** during which the **interest rate** will be fixed;
- (l) **funds transfer fee** means a fee payable to us for transferring funds to you;
- (m) **accrued interest** means the accumulated amount of unpaid interest. Interest accrues daily, with the daily interest accrual depending on the **interest bearing balance** and the **interest rate**. The **outstanding balance** (see s below) is the aggregate of the **interest bearing balance** and **accrued interest** at any point in time;
- (n) the **interest bearing balance** is the amount advanced to you (plus any fees you have chosen to add to the mortgage) less any **capital repayments** made. When payments are made, they are applied first to **accrued interest** and then to the **interest bearing balance**;
- (o) **interest rate** means the rate or rates of interest we charge you under our **agreement** as set out in the **mortgage offer letter** and varied in accordance with our **agreement**;
- (p) **legal fee** means our **legal fees** in the amount set out in the **mortgage offer letter** plus any disbursements and/or as subsequently notified to you by our solicitors. This does not include your own solicitor/conveyancing fees;
- (q) **legal mortgage** means the **legal mortgage** we have taken over your **property** to secure repayment of the **outstanding balance** to us;
- (r) **monthly payment** means the amount you must pay us every calendar month as fully described in clause 5 of these **terms and conditions** and as set out in the **mortgage offer letter**;
- (s) **mortgage offer letter** means the **mortgage offer letter** and mortgage illustration which sets out the key features and terms of our loan to you including the loan amount and the amount you have to repay;
- (t) **outstanding balance** means the amount owing from you to us from time to time under the terms of our agreement, and is the aggregate of the **interest bearing balance** and **accrued interest**;
- (u) **payment due date** means the date of the month on which you have agreed to make your **monthly payment** as set out in the **mortgage offer letter**;
- (v) **property** means the **property** or properties (including related rights such as the benefit of insurance policies and rental income) charged or to be charged to us securing your obligations to us under our **agreement**.
- (w) **redemption amount** means the total amount payable by you to redeem the mortgage. The **redemption amount** may differ from the **outstanding balance** if there are **early repayment charges** and if there are fees (including the **mortgage exit fee**);
- (x) **repayment date** means the date on which the **outstanding balance** must be repaid in full as set out in the **mortgage offer letter**;
- (y) **reversionary interest rate** means, in relation to an **interest rate** that was expressed in the **mortgage offer letter** to be a fixed rate for a **fixed rate period**, the rate or rates of interest we charge you under our **agreement** once the **fixed rate period** has expired as set out in the **mortgage offer letter** and varied in accordance with our **agreement**;

- (z) **valuation fee** means a fee payable to us for the valuation of the **property** once we have accepted your application for a loan as set out in the **mortgage offer letter**;
- (aa) **tariff of charges** means a tariff of the additional charges you may have to pay under our **agreement** which describes the nature of the charges and the amount payable;
- (bb) **term** means the duration of the loan as set out in the **mortgage offer letter**;
- (cc) **total loan amount** means the maximum aggregate amount of the loan to be made available to you as set out in the **mortgage offer letter**, together with any fees financed under our **agreement** set out in the **mortgage offer letter**;
- (dd) **unpaid amount** means any sum or amount which is not paid on its due date by you under our **agreement**;
- (ee) **we, us** or **our** means Afin Bank Limited trading as "Afin" and anyone who takes over our legal rights and obligations and responsibilities under our **agreement**; and
- (ff) **you** or **your** means the person or people named in the **mortgage offer letter** and the **legal mortgage** as the "borrower" and anyone we may later add at your request. It can also include a personal representative anyone else who takes over your legal rights or responsibilities.

1.2 The rules of interpretation contained in the **legal mortgage** apply to these **terms and conditions**.

2 OUR AGREEMENT WITH YOU

2.1 We agree to lend to you the **total loan amount**, subject to the **terms** of our **agreement**.

2.2 In consideration of our advancing the **total loan amount**, we require you to grant the **legal mortgage** over your **property**. This secures **repayment** of the **outstanding balance** to us. You agree to provide such further **security** as we may request from time to time.

3 CONDITIONS

3.1 We shall not be obliged to lend you the **total loan amount** unless and until all of the following conditions are fulfilled to our satisfaction:

- (a) we have received copies of all documents forming part of our **agreement** (as set out above on page 1), each signed by the parties to them (other than us);
- (b) we have received all documents of title required to be provided to us under the **terms** of the **legal mortgage**;
- (c) we are satisfied that all of the information that you have supplied to us in support of your application is complete and accurate;
- (d) we have received a satisfactory **valuation** of your **property**;
- (e) we are satisfied that any existing **security** (other than **permitted security**) granted by you and affecting your interest in your **property** has been or will be discharged prior to completion;
- (f) we are satisfied with the results of any investigations carried out by us or your solicitor in respect of your **property** (including any certificate of title (if required)) and any related matters;
- (g) any additional specific conditions set out in the **mortgage offer letter** have been satisfied; and
- (h) any evidence required for our "know your customer" checks or similar checks have been satisfied.

4 INTEREST

a) How we charge you interest

- 4.1 We start charging you interest on the **interest bearing balance** from the date we advance the **total loan amount** at the **interest rate**.
- 4.2 Interest is calculated daily based on a 365-day year.
- 4.3 Interest is added to the **accrued interest** each day. When a payment is made it is applied to the **accrued interest** first. If the payment amount exceeds the **accrued interest** the remaining amount is applied to reduce the **interest bearing balance**.

b) Fixed rates of interest

- 4.4 If the **interest rate** specified in the **mortgage offer letter** is stated to be a fixed rate of interest during a **fixed rate period** then, subject to clause **Error! Reference source not found.** of these **terms and conditions**, that **interest rate** will apply until such time as the **fixed rate period expires** and cannot be changed.
- 4.5 Following the expiry of the **fixed rate period**, if there is still an **outstanding balance**, the **interest rate** shall change to the **reversionary interest rate**.

c) Variable rates of interest

- 4.6 If the **interest rate** set out in the **mortgage offer letter** is linked to the **Bank of England base rate (not a variable rate of interest that we may change as set out under clause 4.7 below)**, the **interest rate** shall automatically change to reflect any change in the **Bank of England base rate** and will take effect on the day of such change, subject to the **Bank of England base rate** being 0% or higher. If the **Bank of England base rate** goes below 0% the interest rate on your mortgage will be calculated based on the **Bank of England base rate** being 0%. If the **Bank of England base rate** ceases to exist or be available we may choose another independently set rate in its place. We will give you notice of any change to the **Bank of England base rate** and the change to your **monthly payment** within a reasonable time after the change. Please be aware that any changes to the Bank of England base rate will take effect immediately. We may inform you of these changes after they have already impacted your monthly payment.
- 4.7 If the **interest rate** specified in the **mortgage offer letter** is expressed to be a variable rate, we may vary the **interest 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) and there is a change of the cost to us of following those laws or 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; or
 - (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.
- 4.8 We do not need to tell you which reason or reasons have led to us varying the **interest rate** on your variable rate.
- 4.9 Where we do vary the **interest rate** on your variable rate for any of the reasons stated above, the change will be a proportionate response to the reason or reasons giving rise to that variation.
- 4.10 Except for changes to the Bank of England base rate (to which clause 4.6 applies), where your **interest rate is varied**, we will give you at least 28 days' written notice before applying the new **interest rate** to the **interest bearing balance**. 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**.

5 YOUR PAYMENT OBLIGATIONS

5.1 You agree to repay the **total loan amount** and interest by making each **monthly payment** on the relevant **payment due date** (subject to any changes as set out under clauses 5.7 to 5.8 below) and otherwise by paying the **outstanding balance** no later than the **repayment date**.

You must repay the loan on the payment due date(s)

- 5.2 Your first **monthly payment** will fall due one calendar month after the date on which the **total loan amount** is advanced. If there is no corresponding date in the month, the **monthly payment** will fall due on the last day of that month.
- 5.3 Subsequent **monthly payments** are payable on the **payment due date**. If the **payment due date** falls on a day which is not a **business day**, then the **monthly payment** will be due on the next **business day** in the same month (if there is one), or the immediately preceding **business day** (if there is not).
- 5.4 You can select a **payment due date** that works better for you up until the 28th day of each month. If you wish to amend your **payment due date**, you can do so by contacting us on **0333 344 2974** and requesting the change for the following month (subject to clause 5.10 below).
- 5.5 A change in the **payment due date** may change the amount of interest that has to be paid in that month and/or may result in additional interest accruing under our **agreement**, in which case we will write to you in accordance with clause 5.8 below.
- 5.6 If there is an **outstanding balance** remaining at the end of the **term**, it will be payable by you on our request.

Changes to your monthly payment

- 5.7 We may change the amount of your **monthly payment** if, for example:
- (a) you have been granted a **repayment** holiday or a payment holiday or a period of reduced payments;
 - (b) your **interest rate** changes (including where the interest changes due to a change in the Bank of England base rate);
 - (c) you have to pay a charge or fee to us;
 - (d) you have prepaid or overpaid all or part of the **outstanding balance** in accordance with clause 6;
 - (e) the aggregate amount of the **monthly payments** is insufficient to repay the **outstanding balance** in full by the **repayment date**; or
 - (f) we agree to change your **payment due date** which may take into account additional days' interest.
- 5.8 We will contact you and tell you if we change the **monthly payment** and give you reasonable notice before the changed **monthly payment** is to take effect. Unless there is a change in the Bank of England base rate, of which clause 4.6 applies, we will give you at least 28 days' notice of interest rate changes before the changed monthly payment is to take effect.

Payments by direct debit

- 5.9 All payments should be made by direct debit unless we tell you otherwise. You confirm that you may authorise direct debits to be drawn upon the account(s) which are nominated to us.
- 5.10 We require at least 28 **business days'** notice to amend a direct debit. Under no circumstances should you cancel your direct debit before speaking to us as this could cause arrears on your account. Equally, do not cancel your direct debit without requesting a change of direct debit account from us and confirmation that this has been updated. If you do enter any arrears on your account, it is important that these are repaid promptly.

We are here to help with financial difficulties

- 5.11 We understand that financial difficulties can happen to anyone. If you are struggling to meet your **monthly payment** obligations, we encourage you to contact us as soon as possible. Early communication is essential, and our team is here to work with you to explore options and find a tailored solution that meets your individual and unique needs.

Contact Us:

Website: Visit afinbank.com/help-and-support for help with payments, options, and advice.

Call: 0333 344 2974 (Mon-Fri, 9am to 5pm).

Email: support@afinbank.com

We are a digital-first bank, so we recommend using these methods for quick support.

If you fall behind on your payments, it is important to act quickly. Contacting us early can help minimise any additional **charges** and prevent your situation from worsening. Please note that if your account falls into arrears, **charges** may apply as outlined in our **tariff of charges**. We will always provide a clear breakdown of any charges and explain what they mean for you.

Support for life's challenges

- 5.12 We know life events like redundancy, illness, or divorce can make finances harder. Even if you do not think of yourself as 'vulnerable,' we can help. Support includes:

- Temporary payment plans;
- Adjusting **repayment terms**;
- Guidance and links to additional services.

We will ensure we take reasonable steps to contact you in the event of any payment shortfall, ensuring you are fully informed of your options and the potential implications of any missed payments. Clear and transparent communication is at the heart of our approach, and we aim to provide you with all necessary information, including the actions we may take and the support available to you.

In the event of default, moving directly into immediate repayment of the **outstanding balance** is something we will try to avoid. Instead, we will focus on understanding your circumstances and working with you to find a solution that considers your needs and offers the best opportunity to resolve your situation.

6 EARLY REPAYMENT AND MAKING OVERPAYMENTS

Early repayments

- 6.1 You may end our **agreement** early at any time by paying to us the **outstanding balance**, together with the **mortgage exit fee** and any **early repayment charge**.
- 6.2 We may require you to repay the **outstanding balance** on the next **payment due date** or, if earlier, on a date we specify if it becomes unlawful for us to make a loan to you or perform any of our obligations under our **agreement**, or allow the loan to remain outstanding or fund or maintain the loan.

Overpayments

- 6.3 You may make overpayments at any time and without limit, subject to the following provisions:
- (a) During each **ERC year**, you may make total overpayments of 10% or less of the **total loan amount** without incurring any **early repayment charges** (this is known as the **overpayment allowance**).
 - (b) 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 added to your **outstanding balance** and will be payable on the next

payment due date. We reserve the right to waive any **early repayment charge** where **repayment** has arisen due to an exceptional change which was not anticipated at the time the fixed rate product was agreed.

- 6.4 Any overpayments made by you will not change the amount of your **monthly payment** until there is an event that would result in a change in the **monthly payment** (e.g. there is an **interest rate** change). The **monthly payments** will then be recalculated so that the mortgage is repaid in full over the remaining **term** for a capital and interest mortgage, and so that the interest is paid during the life of the mortgage for an interest only mortgage. Overpayments will result in these payments being lower than they would otherwise have been.

7 GENERAL PROVISIONS REGARDING PAYMENTS

7.1 In addition to the provisions above, all payments made by you under our **agreement** must be made:

- (a) in Great British Pounds Sterling;
- (b) in immediately available cleared funds to an account which we will notify to you.

7.2 You may not re-borrow any amounts that have been repaid or overpaid by you.

8 FEES, COSTS AND EXPENSES

Fees

8.1 You must pay any fees and costs detailed in the **mortgage offer letter**. These may include the following:

- (a) **product fee**;
- (b) **broker fee**;
- (c) **mortgage exit fee**;
- (d) **funds transfer fee**;
- (e) **legal fee**; and
- (f) **valuation fee**.

8.2 The **valuation fee** and the **legal fee** are payable when you accept your mortgage offer. You are liable to pay the **valuation fee** and the **legal fee** whether or not we end up advancing funds to you. In the event that we end up not advancing funds to you for a reason set out in the **mortgage offer letter** the **legal fee** will be those fees reasonably incurred by our solicitors in our sole discretion up to and including the date of your withdrawal of your application for a loan. We may at our sole discretion instruct our solicitors to reimburse you the balance (if any) of the **legal fee** already paid in advance by you. The **valuation fee** is only refundable if you withdraw your application for a loan before the **valuation** has taken place.

8.3 The **broker fee**, **product fee** and **funds transfer fee** shall be deducted from the **total loan amount** before we transfer funds to you unless they have been added to the loan.

8.4 The **mortgage exit fee** is payable on the date that you request that we release the **legal mortgage**.

Tariff of charges

8.5 You agree to pay us the amounts set out in the **tariff of charges**.

8.6 We may increase the amount of any of the charges shown in the **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.

8.7 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.

8.8 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.

8.9 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 our **agreement**; or
- (b) in complying with new or changed legal or regulatory requirements which apply to our **agreement**.

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

8.10 We reserve our rights to add amounts payable in the tariff of charges (as set out under clause 8.5) to the **outstanding balance**. You can contact us at any time to arrange payment of such amounts payable in the tariff of charges, if you wish to avoid increasing the **outstanding balance** or incurring interest on the amounts.

9 DEMANDING PAYMENT OF THE OUTSTANDING BALANCE

9.1 On and at any time after the occurrence of an **event of default**, we may require that you immediately repay the **outstanding balance** to us and we may exercise any or all of our other rights and remedies under our **agreement**.

9.2 As per clauses 5.11 and 5.12, we are here to help with financial difficulties. If you are struggling to meet your **monthly payment** obligations, we encourage you to contact us as soon as possible.

9.3 Early communication is essential, and our team is here to work with you to explore options and find a tailored solution that meets your individual and unique needs. If you fall behind on your **monthly payments**, it's important to act quickly. Contacting us early can help minimise any additional **charges** and prevent your situation from worsening. Please note that if your account falls into arrears, **charges** may apply as outlined in our **tariff of charges**. We will always provide a clear breakdown of any **charges** and explain what they mean for you.

9.4 We will ensure we take reasonable steps to contact you in the event of any payment shortfall, ensuring you are fully informed of your options and the potential implications of any missed payments.

9.5 In the **event of default**, moving directly into immediate repayment of the **outstanding balance** is something we will try to avoid. Instead, we will focus on understanding your circumstances and working with you to find a solution that considers your needs and offers the best opportunity to resolve your situation.

9.6 No matter what any other **terms and conditions** say, the **outstanding balance** becomes immediately due and payable in each of the following **events of default**:

- (a) if an amount equivalent to two or more **monthly payments** payable under your mortgage is in arrears;
- (b) if you significantly or persistently breach any of the **terms and conditions** of the agreement and, if the breach is capable of remedy, you do not remedy the breach within 14 days of us giving you notice asking you to do so;
- (c) if the title to the **Property** is defective in any way or your **legal mortgage** does not have first legal priority;;
- (d) if any part of the **Property** is compulsorily purchased (this means an order is issued by an official body, such as a council, stating that the **Property** must be purchased) or officially requisitioned (this means that the **Property** is seized by an official body against your will);
- (e) if the value of the **Property** falls substantially because a building on it has been pulled down or damaged;
- (f) if in our reasonable opinion, you have been involved in any serious criminal activity or any fraudulent activity;
- (g) if you become bankrupt or make any formal arrangement relating to debts owed to other creditors;

- (h) if we discover that any of the information given to us by you or by someone on your behalf before the **legal mortgage** was signed is wrong or that you knowingly failed to tell us something when you applied for any Loan and such information or failure to provide such information had or has a significant effect on our decision to lend or to continue to lend to you;
- (i) if a mortgagee or other person interested in the **Property** takes proceedings for possession or otherwise to enforce their interest; or
- (j) if you give possession of the **Property** to us or if, following reasonable investigation by us, we consider you have abandoned the **Property**.

10 CHANGES TO THE TERMS OF THE AGREEMENT

10.1 We can make any changes to the **terms** of our **agreement** with your consent.

10.2 We can make changes to the **terms** of our **agreement** without your consent for the following reasons:

- (a) to reflect any change in the interest rate applicable to your mortgage, for example, if the Bank of England base rate were to change;
- (b) to make our **agreement** easier to understand or fairer to you;
- (c) to correct non-significant mistakes, ambiguities, inaccuracies or oversight where it is reasonable to do so;
- (d) to make improvements to the services we provide which are of benefit to you;
- (e) to reflect changes in security design or technology at no increased cost to you; or
- (f) to comply with a change in any applicable laws or regulatory guidance or how applicable laws or regulations are applied or interpreted.

We will provide you with reasonable notice in advance of: (a) any significant changes to these terms and conditions.; or (b) any changes to the payments that you are required to make resulting from interest rate changes.

11 OTHER PROVISIONS

The provisions of clauses 25 to 31 of the **legal mortgage** apply to these **terms and conditions** as if they were set out these terms and conditions.

12 COMPLAINTS

12.1 We understand that things do not always go to plan, and if this happens, we want you to tell us. We will do our very best to put things right, as quickly as possible and to your satisfaction.

12.2 You can find details of our complaint procedure on our website: afinbank.com/help-and-support/complaints. If you (or any of your **authorised persons**) would like to contact us to discuss or make a complaint, please call us on **0800 862 0487** or email us at complaints@afinbank.com.

12.3 We will send you an acknowledgement within 2 **business days** that your complaint has been received. Where your complaint can be resolved within 3 **business days** we will send you a summary resolution. If we cannot resolve your complaint within 3 **business days**, we will contact you with an update to let you know what is happening and to give an anticipated response date. If we are still investigating your complaint after 4 weeks, you will receive a further update.

If for some reason we have not been able to resolve the complaint within 8 weeks, or you are not satisfied with how we dealt with your complaint (or our proposed resolution), you may be entitled to refer your complaint to the Financial Ombudsman Service (FOS). The FOS will not usually accept or consider a complaint: a) until we have issued our final response; or b) more than 6 months after we have issued our final response to the complaint.

12.4 The Financial Ombudsman Service can be contacted by writing to:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Alternatively, you can call them on **0800 023 4567**.

12.5 The FOS is an independent organisation, which settles complaints that consumers and financial businesses have not been able to resolve between themselves. The service is free and easy-to-use. To find out more about the service, visit www.financial-ombudsman.org.uk.

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