

# GENERAL MORTGAGE CONDITIONS



2021

## Contents

1. Interpretation .....	3
2. What you have to pay .....	4
3. Interest .....	5
4. Changing the Interest Rate .....	5
5. Changing the Monthly Payment .....	5
6. Default .....	6
7. Your obligations.....	6
8. Restrictions on your rights.....	7
9. Our rights and remedies .....	7
10.Powers of a receiver (This condition does not apply where the Property is located in Scotland) .....	8
11.Power of attorney .....	8
12.Early repayment and overpayments .....	9
13.Expenses.....	9
14.Complaints.....	9
15.Notices .....	10
16.Transfers by us.....	10

## 1. Interpretation

1.1 In these conditions, the words listed have the meanings shown below:

**“Advance”**

The loan shown in the Offer;

**“Application Form”**

The application form submitted by you or on your behalf in connection with the Mortgage;

**“Business day”**

Monday to Friday 9:00am – 17:00 pm (except for Bank Holidays in England and Wales);

**“Buy to Let Mortgage”**

A Mortgage where the Offer restricts the use of the Property for letting purposes only;

**“Early repayment charge”**

The charge (if any) that we make when you repay all of an Advance early, as set out in the Offer;

**“Expenses”**

Any expenses or costs or charges which we reasonably incur in connection with the Mortgage. We give examples of expenses in Condition 13;

**“Fees”**

Fees we charge for certain services as outlined in the Tariff (these can be subject to change as set out in Condition 13);

**“Fixed rate period”**

The period during which the Interest Rate will not vary, as set out in the Offer;

**“Interest Rate”**

The rate of interest we charge under the Mortgage as shown in the Offer. We may change the Interest Rate under Condition 4 or otherwise as set out in the Offer;

**“LPA”**

The Law of Property Act 1925;

**“Money you owe us”**

The total amount you owe us at any given time under the Mortgage;

**“Month”**

A calendar month except for the purposes of payment when each Monthly Payment is one twelfth of the yearly payment due;

**“Monthly Payment”**

The Monthly Payment amount shown in the Offer. We may change this under Condition 5;

**“Mortgage”**

Means the agreement between You and Us in respect of the Advance. This is set out in (i) the Offer, (ii) these Conditions, (iii) the Mortgage Deed, (iv) the Tariff and (v) the declaration made by You in the Application Form;

**“Mortgage Account”**

The account we keep which records the Money you owe us;

**“Mortgage Deed”**

Any mortgage deed (or in Scotland standard security) or other security document relating to the Property which you give us to secure the Secured Liabilities;

**“Offer”**

The offer for the Advance, which incorporates these Conditions;

**“UK Mortgage Lending Ltd”**

UK Mortgage Lending Ltd is a company registered with the Registrar of Companies for England and Wales, company number 08698121;

**“Payment date”**

The date in each Month upon which the Monthly Payment is due;

**“Property”**

The property described in the Mortgage or any part of that property (where there is more than one Property, references are to each and every such Property

**“Reference Rate”**

Means the variable rate that we control and that the Interest Rate is calculated by reference to (other than in a Fixed Rate Period), as specified in the Offer. The Reference Rate may be renamed during the Term. We will notify you in the event of this;

**“Related Person”** is any of the following:

your spouse, civil partner, parent, grandparents, brother, sister, children, grandchildren, or any person (whether or not of the opposite sex to you) whose relationship to you has the characteristics of the relationship between husband and wife);

**“Repayment basis”**

The method stated in the Offer for paying the Money you owe us (i.e. interest only or capital repayment). This may apply for all of the Term as set out in the Offer;

**“Secured Liabilities”**

Comprises

- (i) the Money you owe us, and
- (ii) all other amounts owed to us by you and any other liabilities which you have to us from time to time, whether present or future, actual or potential under an agreement which is stated to be secured by the Mortgage Deed; or otherwise;

**“Tariff”**

The tariff of fees and charges which outlines all the fees and charges applicable to the Mortgage. This is subject to change under Condition 13;

**“Term”**

The period of time stated in the Offer for the repayment of the Advance, or any revised Term agreed between You and Us;

**“Transferee”**

A person to whom We transfer, or agree to transfer, the Mortgage or any of our rights under Condition 16;

**“We” “Us” and “Lender”**

UK Mortgage Lending Ltd and its Transferees (whether legal or equitable);

**“You”**

The person(s) named as the borrower in the Offer (and your successors).

- 1.2 If there is more than one of you, the terms of the Mortgage are binding on each of you individually as well as on all of you jointly. This means that each of you is responsible for making sure that all of the terms of the Mortgage are observed fully and that all amounts due and payable under the same are repaid when due.
- 1.3 References to a law or a provision in a law include any changes which are made to it and to any provision which replaces it from time to time.
- 1.4 Reference to the singular include the plural and vice versa.
- 1.5 Reference to a document include the same as varied, supplemented or replaced from time to time.
- 1.6 Each of the provisions (or part of a provision) of the Mortgage is severable and distinct from the other. If at any time one or more of such provisions (or part of a provision) is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder shall not in any way be affected.

## 2. What you have to pay

- 2.1 You must repay the Advance along with any fees shown in the Offer, any Expenses, Fees and interest as calculated under the Mortgage.
- 2.2 You must pay us the Monthly Payment on each Payment Date. This will generally consist of capital and interest and we will work out the amount of the payment so as to provide for the repayment of the Advance (and any fees shown in the Offer to be added to it) with interest by the end of the Term. If the Offer states you have an interest only loan for some or all of the Term however, the Monthly Payment will include only interest and not capital for the relevant part of the Term, and you must repay any outstanding capital at the end of the Term. We can change the Monthly Payment to take into account certain factors as set out in Condition 5.
- 2.3 In any event you must always pay us any Money you owe us by the end of the Term.
- 2.4 All Monthly Payments must be made by Direct Debit. Payments may be made by other methods with our consent only (we will not unreasonably withhold this).
- 2.5 Your first Monthly Payment will commence one month after we make the Advance on the same day of the month or such later date as we may tell you. If we tell you such later date for your first Monthly Payment, you will also have to pay with it the additional interest that accrues as a result. Subsequent Monthly Payments will be on the same date each month, or the next Business Day if that date is not a Business Day.
- 2.6 You may only change the Payment Date with our consent (we will not unreasonably withhold consent).

### 3. Interest

- 3.1 We will charge interest on the balance debited to your Mortgage Account. We explain how we work out the balance debited to your Mortgage Account in Conditions 3.2, 3.3 and 3.4.
- 3.2 We will debit your Mortgage Account with the whole Advance (and any fees shown on the Offer as being debited to the Mortgage Account) at the beginning of the Term.
- 3.3 We will also debit your Mortgage Account with any Expenses and Fees which become due from you on the day on which we ask you to pay them under Condition 13 subject always to Condition 13.3.2.
- 3.4 Any Monthly Payment or other amount which we receive for the credit of your Mortgage Account will immediately reduce the balance debited to the Mortgage Account. If any of the interest which we charge under this Condition 3.4, remains unpaid at the end of the month in which it accrues, it will be debited to your Mortgage Account (which means that such interest will then bear interest until the day on which it is paid off). On each day we will calculate interest on the balance outstanding on your Mortgage Account and apply the interest to your Mortgage Account monthly in arrears.
- 3.5 We will use the payments firstly to settle any arrears, then to pay the current Monthly Payment, then to reduce the rest of the Money you owe us.
- 3.6 We will charge interest at the Interest Rate. We will continue to charge you interest at the Interest Rate even if we have got a court order for you to pay some or all of the Money you owe us.

### 4. Changing the Interest Rate

- 4.1 Other than during a Fixed Rate Period the Interest Rate will be a variable rate that is, or is linked to, a Reference Rate specified in the Offer and that we control. We may vary the Interest Rate by varying the Reference Rate in accordance with the Offer and this Condition 4.
- 4.2 We may reduce the Reference Rate for any reason without giving you notice first. If we do not give you notice before the reduction we will do so as soon as possible afterwards, telling you when the change takes effect.
- 4.3 As well as our rights under Condition 4.2, and the provisions of Condition 16.3, we may increase the Reference Rate to reflect any one or more of the following:
  - (a) Changes to the cost of raising the finance to allow us to make loans. These costs will typically be linked to changes in the rate (or rates) used for lending by banks and other financial institutions to each other;
  - (b) Changes in the Bank Rate of the Bank of England (or any successor to it);
  - (c) Changes in our administrative or other costs in providing loans or running our lending business that are beyond our reasonable control; or
  - (d) Changes in legal or regulatory requirements or guidance, or new decisions of the courts or Ombudsmen.
- 4.4 Any increase in the Reference Rate will be proportionate to the reason(s) for the increase.
- 4.5 On each occasion that the Interest Rate changes in accordance with Condition 4.3 we will give you at least 7 days' notice of the change. The Monthly Payments will change as set out in Condition 5.2.

### 5. Changing the Monthly Payment

- 5.1 We may change the Monthly Payment at any time to take account of any of the following:
  - 5.1.1 A change in the Interest Rate;
  - 5.1.2 Any overpayment by you;
  - 5.1.3 A change in the length of the Term which is agreed by you and us;
  - 5.1.4 A change in the Repayment Basis which is agreed by you and us, or which occurs as set out in the Offer;
  - 5.1.5 To reflect changes in the Money you owe us in order to make sure that the Money you owe us is repaid in full at the end of the Term (but we will not change the Monthly Payment to reflect arrears of Monthly Payments without your agreement); or
  - 5.1.6 by mutual consent for any other reason.
- 5.2 If we wish to change the Monthly Payment, we must first give you at least 14 days' notice of the changed amount. The notice will say when you must start paying the changed amount.

## 6. Default

- 6.1 You must immediately pay us all the Money you owe us if any of the following events happen and we make demand for payment:
- 6.1.1 You have failed to make any two Monthly Payments in full when due and at the time we make demand you have still not paid those Monthly Payments in full;
  - 6.1.2 You do not repay the Money you owe us on expiry of the Term;
  - 6.1.3 You are in material breach of any other term of the Mortgage (other than a term which requires you to pay money) and such breach either cannot be remedied or is not remedied within a reasonable period that we allow you to do so;
  - 6.1.4 A bankruptcy order or award of sequestration is made against you or you apply for an interim order or enter into any composition or arrangement with or for the benefit of creditors generally or you grant a trust deed for the benefit of your creditors;
  - 6.1.5 We find out that you gave us false or incomplete information when you applied for the Advance which would have materially affected our decision to make the Advance had we known the true position; or
  - 6.1.6 the Property is compulsory purchased or sold.

## 7. Your obligations

- 7.1 You agree to do the following:
- 7.1.1 Keep the Property in good repair;
  - 7.1.2 Make sure that any improvements carried out on the Property are completed without delay and are properly built;
  - 7.1.3 Keep to any legal obligations which apply to the Property;
  - 7.1.4 Prevent any contamination or other environmental damage to the Property;
  - 7.1.5 Allow us to enter the Property (after giving you reasonable notice) for either or both of the following purposes:
    - (a) To inspect the Property;
    - (b) To put right any breach of your obligations under the Mortgage;
  - 7.1.6 Immediately give us a copy of any notice or other document which you get from:
    - (a) Any person exercising a statutory or other legal right over the Property; or
    - (b) Any person claiming a new or increased interest in the Property;
  - 7.1.7 Immediately give us a copy of any notice which you give:
    - (a) To extend any lease under which you hold the Property;
    - (b) To buy the reversionary or freehold interest in the Property;
    - (c) To get an interest in the freehold or reversionary of any building which includes the Property; or
    - (d) To claim compensation concerning the Property;
  - 7.1.8 Give us a mortgage or, where the Property is located in Scotland, a standard security over any new or increased interest which you get in the Property;
  - 7.1.9 Occupy the Property as your main residence and keep the Property in your possession and not abandon nor let or share occupation of the Property unless Condition 7.1.10 applies; and
  - 7.1.10 This Condition 7.1.10 applies if you have a Buy to Let Mortgage. In such case neither you (nor any Related Person) may occupy the Property and you must use all reasonable efforts to let the Property and keep it let in accordance with any criteria we notify you for acceptable letting and tenant types we notify you of as part of your Mortgage.
- 7.2 You agree not to do the following without first getting our written consent:
- 7.2.1 Grant a lease or tenancy of the Property or agree to grant one (except where you have a Buy to Let Mortgage);
  - 7.2.2 Grant any other rights in the Property which might reduce the value of our security;
  - 7.2.3 Allow anyone to acquire rights in the Property;
  - 7.2.4 Surrender any lease of the Property;
  - 7.2.5 Change the use of the Property;
  - 7.2.6 Allow the Property to be used for a trade or business; or
  - 7.2.7 If you have a Buy to Let Mortgage, occupy the Property as a residence (or allow any Related Person to do so).

- 7.3 We may refuse our consent under Condition 7.2 or place conditions on our consent:
  - 7.3.1 Where we think our security might otherwise become inadequate; or
  - 7.3.2 On any other ground which is reasonable.
- 7.4 If:
  - 7.4.1 The Property includes a dwelling; and
  - 7.4.2 You (or any of you) have given us a separate mortgage or standard security over any neighbouring land; and
  - 7.4.3 The neighbouring land is or could be used for agricultural purposes, then the Property must only be used as your private residence unless you have a Buy to Let Mortgage.
- 7.5 Keep the Property fully insured with a reputable insurance company for its full reinstatement value against such risks as we may from time to time reasonably require and deliver to us evidence of the insurance cover being in place as we may from time to time reasonably require.

## 8. Restrictions on your rights

- 8.1 These conditions exclude your power under statute or at common law:
  - 8.1.1 To grant leases of the property or agree to grant them; and
  - 8.1.2 To allow anyone to surrender a lease of the property.
- 8.2 Section 93 of the LPA does not apply to the Mortgage Deed. This means if you have more than one mortgage with us and you want to pay off just one of those mortgages, we may require you to repay any other mortgage you have with us.

## 9. Our rights and remedies

- 9.1 Our rights and remedies under the Mortgage are in addition to those we have by law.
- 9.2 The statutory power of sale applies to the Mortgage Deed free from the restrictions in section 103 of the LPA. A purchaser may treat the statutory power of sale as arising on the date of the Mortgage Deed. We may exercise the power of sale immediately if the events in Condition 6.1 occur and we have demanded repayment.
- 9.3 If we are entitled to exercise the power of sale under Condition 9.2, we may:
  - 9.3.1 Take possession of the Property;
  - 9.3.2 Let the Property on any reasonable terms (but without any other restrictions on the nature, terms and length of the lease, or on the rent due);
  - 9.3.3 Allow anyone who holds a lease of the Property to surrender the lease on any reasonable terms;
  - 9.3.4 Agree to any reasonable variation in the terms of any lease of the Property;
  - 9.3.5 Appoint a receiver of the Property (or any part); or
  - 9.3.6 Do anything which a receiver of the Property would have been able to do had they been appointed.
- 9.4 The following terms apply if we take possession of the Property:
  - 9.4.1 We may remove, store or sell any goods or animals which you have not removed from the Property. We will do this as your agent (and so that the proceeds of sale of the goods or animals belong to you) and at your expense and will not be liable for any damage caused unless we fail to take reasonable care; and
  - 9.4.2 We may carry out any repairs or improvements which we reasonably believe will make the Property easier to sell or let.
- 9.5 Our rights under the Mortgage will not be lost or limited:
  - 9.5.1 By any earlier exercise of them;
  - 9.5.2 By any failure to exercise them;
  - 9.5.3 By any delay in exercising them; or
  - 9.5.4 By exercising them in part only.
- 9.6 Conditions 9.2 and 9.3 above do not apply where the Property is located in Scotland in which case our right to sell the Property, or to enter into possession of the Property, or otherwise to enforce our security is governed by the provisions of the Conveyancing and Feudal Reform (Scotland) Act 1970.

## 10. Powers of a receiver (This condition does not apply where the Property is located in Scotland)

- 10.1 We may appoint a receiver:
- 10.1.1 In the same circumstances as where we are entitled to exercise our power of sale under Condition 9.2; or
  - 10.1.2 If you ask us to appoint one.
- 10.2 We may appoint a receiver for the whole of the Property or for any part.
- 10.3 We may appoint one of our employees as a receiver or any other person.
- 10.4 We may fix the receiver's remuneration at any reasonable rate.
- 10.5 We may remove the receiver at any time and appoint another in his place.
- 10.6 The receiver will be your agent. Unless the receiver is one of our employees, you will be responsible for his remuneration.
- 10.7 The receiver will have the following powers (in addition to those given to receivers by the LPA):
- 10.7.1 To take possession of the Property;
  - 10.7.2 To do any of the things which we could do under the Mortgage if we had taken possession;
  - 10.7.3 To let the Property on any reasonable terms (but without any other restrictions on the nature, terms and length of the lease, or on the rent due);
  - 10.7.4 To allow anyone who holds a lease of the Property to surrender the lease on any reasonable terms;
  - 10.7.5 To agree to any reasonable variation, extension or renewal of any lease under which the Property is let;
  - 10.7.6 To act as manager of the Property;
  - 10.7.7 To insure the Property on such terms as we consider reasonable and proper;
  - 10.7.8 To complete any unfinished buildings on the Property;
  - 10.7.9 If the Property is held under a lease:
    - (a) To agree any reasonable variation, extension or renewal of the lease; and
    - (b) To exercise any right which you have to renew or extend the lease, or to acquire the freehold or an interest in it;
  - 10.7.10 To raise or borrow monies on such terms and for such purposes as he shall think fit.
- 10.8 We may exclude or limit any of the powers in Condition 10.7 at the time when we appoint the receiver or later.
- 10.9 The receiver will use any money he receives from exercising his powers:
- 10.9.1 Firstly, to meet the costs connected with his appointment and with the exercise of his powers;
  - 10.9.2 Secondly, to pay his remuneration at the rate we agree with the receiver from time to time; and
  - 10.9.3 Thirdly, to reduce or pay off the Secured Liabilities. He will pay any balance to any person who is entitled to it at law.

## 11. Power of attorney

- 11.1 You irrevocably appoint us and (as a separate appointment) any receiver we appoint to be your attorney and to do the following things in your name and on your behalf:
- 11.1.1 To execute any document which is needed to make good any defect in your title to the Property or in our title to the Mortgage Deed;
  - 11.1.2 To execute any document which is needed to pass a good title to a purchaser or lessee of the Property;
  - 11.1.3 To transfer to a purchaser any shares or other membership rights which you hold in a management company or residents' society by virtue of owning the Property;
  - 11.1.4 To receive any money payable to you in connection with the Property or any insurance of it;
  - 11.1.5 To do anything which we or the receiver need to do to exercise our rights under the Mortgage;
  - 11.1.6 Where you have an interest in any neighbouring land, to grant to a purchaser or lessee of the Property any relevant easements or other rights over the neighbouring land:
    - (a) Which the purchaser or lessee of the Property asks for;
    - (b) Which You have power to grant; and
    - (c) Which are needed to allow the Property to be used or developed in a reasonable way, or which would arise under section 62 of the LPA or under the general law on a transfer or lease of the Property by you.



- 11.2 The following provisions apply (in addition to those contained in Condition 11.1) where there is more than one of you:
- 11.2.1 If we take possession of the Property, You appoint us to be your attorney for twelve months after we take possession and (during that period) to exercise in your name and on Your behalf any rights and powers which you have as trustees of the Property; and
  - 11.2.2 If we appoint a receiver, you appoint the receiver to be your attorney for twelve months after we appoint him and (during that period) to exercise in your name and on your behalf any rights and powers which you have as trustees of the Property.
- 11.3 You cannot revoke the appointments in Conditions 11.1 and 11.2 while the Mortgage Deed remains in force.
- 11.4 If we ask you to, you will confirm anything done by us or a receiver while acting under the powers of attorney in Conditions 11.1 and 11.2.

## 12. Early repayment and overpayments

- 12.1 You may make overpayments, lump sum payments and full early repayment in accordance with the Offer, which will specify if any Early Repayment Charge or other Fees apply.
- 12.2 When you have repaid the Secured Liabilities in full, we will release the Property from the Mortgage Deed.

## 13. Expenses

- 13.1 You must pay all Expenses. Examples of these are:
- 13.1.1 Our costs in any legal proceedings relating to the Mortgage (this applies whether the proceedings are brought by or against you or another person);
  - 13.1.2 Our costs in exercising or enforcing our rights under the Mortgage;
  - 13.1.3 Our costs in recovering any of the Money you owe us;
  - 13.1.4 Our costs in putting right any failure of yours to keep to the Mortgage;
  - 13.1.5 Fees charged under any direct debit system (even if your payment is made by an alternative method on or prior to a Payment Date); and
  - 13.1.6 Our costs for the provision of any services or information and dealing with any request for consent from us.
- 13.2 We may recover some or all of our Expenses by charging Fees. We may change the amounts of Fees we charge, or add or remove Fees from our Tariff, in order to reflect reasonable changes in our costs of doing the work for which the Fee is charged where such costs result from changes in law or regulatory or industry guidance or otherwise from changes in our costs beyond our reasonable control, or to reflect reasonable changes in the services we provide in connection with the Mortgage. We can reduce or remove a Fee at any time. We will give at least 30 days' notice before we increase any Fee or introduce a new one.
- 13.3 If any Expenses (including any Fee) become due from you:
- 13.3.1 You must pay the Expenses or Fee as applicable as soon as we ask you to; and
  - 13.3.2 We will debit your Mortgage Account with any Expenses or Fee as applicable which become due from you on the day on which we ask you to pay under Condition 13.3.1 and we may charge interest on the Expenses from the date we ask you to pay them until the date on which they are paid in accordance with Condition 3. We will not charge interest on any particular Expenses or Fees, or only charge simple interest on them, where the Tariff states this.

## 14. Complaints

- 14.1 If you have any complaint about the Mortgage or our conduct in respect of the Mortgage, you can contact us by phone, in person or in writing.

For a complaint about your mortgage application or pay-out, please contact us:

Tel: 0333 014 3125  
Email: [complaints@pepper.money](mailto:complaints@pepper.money)  
Post: 4 Capital Quarter, Tyndall Street, Cardiff CF10 4BZ

For all other complaints, please contact us:

Tel: 0333 014 3125  
Email: [2ndchargemortgages.customerservice@pepper.money](mailto:2ndchargemortgages.customerservice@pepper.money)  
Post: Harman House, 1 George Street, Uxbridge, London UB8 1QQ  
or such other address and/or contact point as we inform you of from time to time.

14.2 We will provide details of our complaints handling procedures on request made to our Customer Services Department. Details of our complaint handling procedures can be obtained from our website [www.pepper.money/complaints](http://www.pepper.money/complaints)

14.3 If we are unable to resolve the complaint to your satisfaction you may refer it to the Financial Ombudsman Service.

Address: The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 0234567

For further details on the Financial Ombudsman Service visit <http://www.financial-ombudsman.org.uk>.

## 15. Notices

15.1 In this condition:

15.1.1 Your "current address" means the address of the Property as set out within the Mortgage Deed, or any other address which you give us in writing; and

15.1.2 Your "electronic mail address" means the electronic mail address (if any) which you have told us we may use for sending you notices under these conditions.

15.2 Unless required by statute to give notice in some other way, we may give you notice under the Mortgage:

15.2.1 By posting or delivering it to you at your current address; or

15.2.2 By sending it by electronic mail to your electronic mail address (if any).

15.3 Notices given by the methods described in Condition 15.2 will be treated as given on the following dates:

Method	Date
<b>First class post -</b>	The first Business Day after the date of posting.
<b>Second class post -</b>	The second Business Day after the date of posting.
<b>Electronic mail -</b>	The date of actual transmission provided that we do not receive any indication that the electronic mail message has not been successfully transmitted to your electronic mail address.

15.4 Any notice we give will come into effect on the day it is given, unless a later date is stated in the notice.

## 16. Transfers by us

16.1 From time to time we may mortgage, sell, transfer, assign, novate, charge or otherwise dispose of, in whole or in part our right under the Mortgage (a "Transfer") to any person or organisation. You agree that any Transfer may be by way of absolute assignment or assignation or by way of security only. You agree to each such Transfer that we make and you understand and agree that we do this without giving notice to you and without your further consent. You understand that a Transfer for this purpose typically involves us transferring all or some of the rights that go with the Mortgage to another person or organisation.

16.2 You consent to us allowing information or data (including personal data) from any person or organisation to whom we make (or intend to make) a Transfer to be used to assist in statistical research, business analysis or the investigation of complaints. You consent to any such person releasing to us such information or data requested from them. You agree that we may pass any information or documents relating to the Property, the Mortgage, or the Money you owe us to any Transferee or prospective Transferee.

16.3 On any Transfer:

16.3.1 The Transferee will be able to enforce the transferred rights against you in the same way and to the same extent that we could enforce them before the Transfer;

16.3.2 You will be bound by any statement of fact which we make to the Transferee, provided that we make the statement in good faith and take reasonable care to check its accuracy; and

16.3.3 For the avoidance of doubt and without limiting the preceding parts of this Condition 16.3, the Transferee may replace the Reference Rate specified in the Offer with a Reference Rate equal to it at the point of replacement, but that it controls. The Transferee will thereafter have the same right to vary the replacement Reference Rate (and as a consequence, the Interest Rate), in accordance with Condition 4 and the Offer that we did in respect of the Reference Rate before the Transfer. This will also apply to the right of the Transferee to make changes to the Tariff.

**THINK CAREFULLY BEFORE SECURING OTHER DEBTS AGAINST YOUR HOME.**

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

UK Mortgage Lending Ltd (UKMLL) t/a Pepper Money is authorised and regulated by the Financial Conduct Authority (FCA) under registration number 710410 as a provider of regulated mortgages. The FCA does not regulate our Buy to Let mortgages. UKMLL is a member of the Finance and Leasing Association and follows its Lending Code only as a provider of second charge regulated mortgages.

Registered Office: 4 Capital Quarter, Tyndall Street, Cardiff, CF10 4BZ. Registered in England and Wales under Company Number 08698121.  
Calls may be monitored or recorded for training, compliance and evidential purposes.

