

Please read carefully to ensure the correct process is followed for the Helpful Start Account holders

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### Instructions to Intermediaries:

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- The enclosed Helpful Start Application form needs to be completed in full and submitted at the same time as the mortgage application.
- The prospective Helpful Start Account holder(s) need to visit a Barclays branch, for Identification purposes, **only** in the event they do not have a Barclays mortgage or current account. There is no requirement for existing Barclays mortgage or current account customers to visit a Barclays branch.
- Please see the Barclays Intermediary website for acceptable Client identification documents which need to be taken into the branch at the same time with this **Instruction Guide and Helpful Start Account Application Form**.

**If there is any doubt on the correct process, please contact the Intermediary Partnership Support Team via web chat or call 0345 073 3330.**

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### Instructions for Barclays Staff:

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- This is an application form for a Helpful Start Account through a mortgage intermediary. A Helpful Start Account is needed for a Family Springboard mortgage.
- Do **not** refer these customers to a Barclays mortgage advisor.
- You are required to provide assistance to complete the Helpful Start Application form, and ensure these customers have the necessary documents to enable them to be entered and validated onto Fullserve.
- Enter and validate the customer details onto Fullserve and note the CIS number for each customer on the Helpful Start Application form. Complete page 4 'Branch Use only' with the branch certification stamp and your details.
- Please ensure the customer profile is set up correctly, with a full set of ID&V documents entered, with these marked as Validated or Management Validated, and all KYC fields completed.
- Return this application to the customer(s); there is no requirement to keep a copy of the application form.

**If there is any doubt on the correct process, please refer to Branch KIT: 'Helpful Start Account' or 'Family Springboard Mortgage' pages.**



**Second applicant (if applicable)**

Title Mr  Mrs  Miss  Ms

Other  (please specify)

Surname

First name(s)

Date of birth

Marital status

Mother's maiden name

(Occasionally this information may be required to identify you when authorisation of a transaction is necessary)

Relationship to mortgage borrower(s)

UK address

Postcode

Country of residence

Nationality

email address

Telephone: Home

Work

Mobile

Date moved to this address

Previous address

(If less than three years at current address please provide all addresses for the last three years, using a separate sheet of paper if necessary)

Postcode

Date moved to this address

Please confirm the source of funds (i.e. savings, secondary borrowing) to be placed in the Helpful Start account and the account the funds are currently deposited:

Source of Funds

Account Number

Sort Code

**Banking details:**

Do you presently have any accounts with Barclays?

Yes  No

If yes then please give details of one of these accounts here:

Account Number

Sort Code

If no, please give alternative banking details:

Bank/Building Society

Address

Account Number

(if applicable)

Sort Code

**Independent Legal Advice**

As you will not be benefitting from the proposed mortgage it is important that you understand the nature of the commitment you are making and the risks connected with this transaction. You must fully understand the circumstances surrounding this mortgage and the account attached to it and the effects of the legal document you will be required to complete in respect of the charge over the credit balance in the Helpful Start Account.

**What this means to you**

Before the mortgage can be drawn, we require written confirmation from a Solicitor, Licensed Conveyancer, or Fellow of the Institute of Legal Executives acting for you to the effect that they have fully explained the nature and effect to you of the legal charge you will be required to sign and the setting up of Helpful Start account and the implications this may have for you.

**What we need**

We need you to let us know the name and address of the legal advisor you intend to use that will give you independent legal advice.

You can, if you wish, instruct the legal firm shown on the mortgage application form to act for you, if they are willing to provide independent legal advice or you are entitled to instruct a different legal advisor.

Alternatively you may wish to consider using Enact, an independent legal firm who Barclays have an arrangement with to provide independent legal advice services to its customers via telephone for a fee of £125 + VAT and disbursements per person. Further information can be provided by your advisor.

You will be responsible for the cost of obtaining this advice.

Please note that we will not be able to set up the mortgage until we receive written confirmation that legal advice has been given in accordance with our requirements.

**Legal advisor details**

My Solicitor/Licensed Conveyancer/Fellow of the Institute of Legal Executives is:

Name of legal advisor

Name of firm

Address of firm

Telephone number of firm

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## Your feedback

We want to hear from you if you feel unhappy with the service you have received from us. Letting us know your concerns gives us the opportunity to put matters right for you and improve our service to all our customers.

You can complain in person at your branch, in writing, by email or by telephone. A leaflet detailing how we deal with complaints is available on request in any of our branches, from the Barclays Information Line on 0800 400 100 2 or at [barclays.co.uk](http://barclays.co.uk). Alternatively you can write to Barclays, Leicester LE87 2BB.

If we do not resolve your complaint internally to your satisfaction, you may be able to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR (Tel: 0845 080 1800). The Financial Ombudsman Service is an organisation set up by law to give consumers a free and independent service for resolving disputes with financial firms. Details of those who are eligible complainants can be obtained from the Financial Ombudsman Service.

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## Information on Financial Services Compensation Scheme

Barclays is covered by the Financial Services Compensation Scheme (FSCS), the UK's statutory deposit guarantee scheme. The FSCS pays compensation to eligible depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme. As one of our regulators, the Prudential Regulation Authority requires us to give you the FSCS Information Sheet and accompanying Exclusions List to help you understand whether and how your deposits are protected. This information is included in the Rates for Savers leaflet and the Flexible Bond interest rate leaflet. You should read the relevant leaflet carefully and then keep it safe for future reference.

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## Agreement and authorisation – Barclays Helpful Start Account

By signing the declaration, you confirm you understand that:

- A deposit of 10% of the purchase price of the property being purchased must be placed in the Helpful Start Account before mortgage completion.
- The funds deposited in the Helpful Start Account cannot be accessed for a minimum period of 60 months (Deposit Term from the date of the mortgage advance) or redemption of the mortgage, whichever is sooner.
- The rate of interest on our Helpful Start Accounts (or rates of interest if more than one rate applies) is a tracker rate which follows the Bank of England (BoE) rate.
- In the event of three or more missed Monthly Payments during the Five Year Period, the Deposit Term will continue beyond the Five Year Period and will end on the first date on which all of the following conditions are satisfied:
  - (a) the Mortgage account is up to date; and
  - (b) no Monthly Payments have been missed during the previous 12 months; and
  - (c) no more than two Monthly Payments have been missed during the previous 60 months.
- We will contact you at least 30 days before we expect the Deposit Term to end, in order to set out the options for the proceeds of your maturing Helpful Start Account. We will offer you a new instant access savings account, and the information we send you will provide full details of the account including the interest rate(s), features and terms and conditions. You do not have to accept the instant access savings account we offer you.

By signing below, you, the individual(s) named in this application form, are:

- (i) applying to us, Barclays Bank UK PLC, for Barclays Helpful Start Account;
- (ii) confirming that any details you have supplied are true and complete;
- (iii) confirming you have received the following documents (please tick each box that applies):

- Helpful Start Account Terms;
- Retail Customer Agreement;
- Rates for Savers interest rate leaflet containing the Financial Services Compensation Scheme Information Sheet; and
- Helpful Start Charge Over Deposit

**For Barclays Helpful Start Account held in joint names**

- (i) You agree we may accept instructions from you in accordance with section 2 of the Retail Customer Agreement.
- (ii) You agree that we can update our records using information given by any one of you about the other(s).

**The funds in your Helpful Start Account may be at risk if any contractual monthly payments on the connected mortgage are missed.**

**Cancellation Rights**

A legally binding agreement to open a Helpful Start Account will come into force as soon as you sign this application form. If you wish to change your mind, you have a 14-day period in which to contact us to cancel the agreement. This period begins on the date you sign this application form. If you contact us within this period to cancel, the agreement between us will be cancelled and any balance on your account, together with any interest earned, will be paid to you. However, we will not reimburse you for any fees you may have incurred for obtaining Independent Legal Advice. If you wish to cancel your account, you should tell us by writing to Barclays Mortgage Services, PO Box 8575, Leicester, LE18 9AW.

This cancellation right applies to your Helpful Start Account in place of any cancellation right in the Retail Customer Agreement or in Rates for Savers.

Signature(s) – Both parties must sign if this is a joint account.

Signature 1.

Date

Barclays and other members of the Barclays Group may contact you with information about products and services (including those of others) that may be of interest to you. If you would prefer not to receive this information by one or more of the following means, please tick below:

Please don't contact me by:

Telephone  Mail  email  SMS

Signature 2.

Date

Barclays and other members of the Barclays Group may contact you with information about products and services (including those of others) that may be of interest to you. If you would prefer not to receive this information by one or more of the following means, please tick below:

Please don't contact me by:

Telephone  Mail  email  SMS

**Bank use only**

**Please ensure you follow instructions on the first page of pack under 'Instructions for Barclays staff'.**

Customer System number

Customer identified and validated

Address confirmed

I confirm that the above checks have been completed

Name of branch staff

Contact telephone no.

Branch stamp (if applicable)

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## Your information

Barclays is committed to protecting your personal data. We will use your information for a number of different purposes, for example, to manage your account(s), to provide our products and services to you and others and to meet our legal and regulatory obligations. We may also share your information with our trusted 3rd parties for these purposes. For more detailed information on how and why we use your information, including the rights in relation to your personal data, and our legal grounds for using it, please go to [barclays.co.uk/important-information/control-your-data](https://barclays.co.uk/important-information/control-your-data) or you can request a copy from us.

### Credit Reference Agencies and Fraud Prevention Agencies

In order to process your application we will supply your personal information to credit reference agencies and fraud prevention agencies and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity. These agencies may in turn share your personal information with other organisations. If fraud is detected, you could be refused certain services, finance or employment. Once you open an account with us, we will share account data with the credit reference agencies on an ongoing basis.

If false or inaccurate information is provided to us and fraud is identified, details may be passed to credit reference and fraud prevention agencies to prevent fraud and money laundering and to verify your identity.

The Credit Reference Agency Information Notice (CRAIN) describes how the three main credit reference agencies in the UK each use and share personal data. The CRAIN is available on the credit reference agencies' websites:

- [transunion.co.uk/crain](https://transunion.co.uk/crain)
- [equifax.co.uk/crain](https://equifax.co.uk/crain)
- [experian.co.uk/crain](https://experian.co.uk/crain)

Or you can ask us for a copy of these.

For more details on how information held by credit reference agencies and fraud prevention agencies may be used, please go to [barclays.co.uk/important-information/control-your-data](https://barclays.co.uk/important-information/control-your-data) or you can request a copy from us.

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You can get this in Braille, large print or audio by calling **0800 022 4022\*** (via Text Relay if appropriate) or by ordering online from [barclays.co.uk/accessibleservices](https://barclays.co.uk/accessibleservices)

### Call monitoring and charges information

\* To keep a high quality of service, your call may be monitored or recorded for training and security. Calls to 0800 numbers are free if made from a UK landline.

Barclays Bank UK PLC. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 759676). Registered in England. Registered No. 9740322. Registered Office: 1 Churchill Place, London E14 5HP.

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Application (MAX) Reference Number

Customer(s) CIS number(s):

# Helpful Start Declaration

Mortgage Borrower(s) App 1 please sign below:

App 2 please sign below (if applicable):

By signing this declaration you (the mortgage borrower(s)) are agreeing that Barclays will provide the Helpful Start Account holder (the saving account holders) and the solicitor providing the Independent Legal Advice with the following personal and financial information prior to mortgage completion:

- A copy of the mortgage offer and mortgage application form and any associated documentation if necessary.

In addition, you are also agreeing that Barclays will provide personal and financial information relating to your mortgage to the associated Helpful Start Account holder(s) in the following circumstance:

- When Barclays sends correspondence(s) to you (the mortgage borrower(s)) regarding missed payments or arrears on the mortgage, copies of these communications will also be sent to the Helpful Start Account holders until which time the Helpful Start Account has closed.

You can withdraw your consent to us providing the above personal and financial information at any time. However, following completion of your mortgage, we will continue to provide personal and financial information relating to your mortgage to the Helpful Start Account Holder where we have a lawful basis to do so.

Barclays is committed to protecting your personal data. We will use your information for a number of different purposes, for example, to manage your account(s), to provide our products and services to you and others and to meet our legal and regulatory obligations. We may also share your information with our trusted 3rd parties for these purposes. For more detailed information on how and why we use your information, including the rights in relation to your personal data, and our legal grounds for using it, please go to [barclays.co.uk/important-information/control-your-data](https://barclays.co.uk/important-information/control-your-data) or you can request a copy from us.

## Credit Reference Agencies and Fraud Prevention Agencies

In order to process your application we will supply your personal information to credit reference agencies and fraud prevention agencies and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity. These agencies may in turn share your personal information with other organisations. If fraud is detected, you could be refused certain services, finance or employment. Once you open an account with us, we will share account data with the credit reference agencies on an ongoing basis.

If false or inaccurate information is provided to us and fraud is identified, details may be passed to credit reference and fraud prevention agencies to prevent fraud and money laundering and to verify your identity.

The Credit Reference Agency Information Notice (CRAIN) describes how the three main credit reference agencies in the UK each use and share personal data. The CRAIN is available on the credit reference agencies' websites:

- [transunion.co.uk/crain](https://transunion.co.uk/crain)
- [equifax.co.uk/crain](https://equifax.co.uk/crain)
- [experian.co.uk/crain](https://experian.co.uk/crain)

Or you can ask us for a copy of these.

For more details on how information held by credit reference agencies and fraud prevention agencies may be used, please go to [barclays.co.uk/important-information/control-your-data](https://barclays.co.uk/important-information/control-your-data) or you can request a copy from us.

Signed:

Print name 1st Applicant:

Date:

Signed:

Print name 2nd Applicant:

Date:



# Helpful Start Account Terms

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## Barclays Bank UK PLC – Helpful Start Account Issue 1

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### Additional Conditions

These additional conditions apply to your Helpful Start Account and supplement and amend the general conditions of the Retail Customer Agreement (the “**Customer Agreement**”) with us (Barclays Bank UK PLC). In the event of any inconsistency between these additional conditions and the Customer Agreement, these additional conditions will apply in relation to any Helpful Start Accounts you open with us.

#### 1. Eligibility and non-transferability

- 1.1 The Helpful Start Account is available to persons aged 18 years or over (solely or jointly) who are UK residents, to be used together with a Family Springboard Mortgage (the “**Mortgage**”).
- 1.2 We are offering to make a larger loan than we would normally offer to the Borrower(s) under the Mortgage, based on the value of the property the Borrower(s) intend to buy. Our offer is based on the Special Conditions of the Mortgage. In particular, our offer is based on the condition that we would be able to use the balance of your Helpful Start Account to pay towards any amount still owing if the Borrower(s) do not make all the mortgage payments under the Mortgage and we have to sell the mortgaged property. You must sign a legal charge in the form provided to you by us (the “**Charge**”), allowing us to use the money in your Helpful Start Account in this way.
- 1.3 Each Helpful Start Account issue will be limited and is therefore subject to availability.
- 1.4 We will open your Helpful Start Account after we have sent a written mortgage offer to the Borrower. If we are not able to make a mortgage offer to the Borrower, we will not open a Helpful Start Account.
- 1.5 You may not transfer the ownership of your Helpful Start Account to anyone else or use your Helpful Start Account as security for any borrowing other than as expressly set out below.
- 1.6 If you apply by post, we will not be responsible if your application is lost or delayed in the post and will not accept proof of posting as proof of delivery.

#### 2. Additional Deposits

You are not allowed to make additional deposits at any time during the term of your Helpful Start Account. Condition 5 explains when and how we pay interest into the account.

#### 3. Withdrawals

No withdrawals are permitted during the Deposit Term.

#### 4. The Deposit Term

4.1 The “**Deposit Term**” is the 60-month period from the date we release the First Advance (the “**Five-Year Period**”) unless:

- (a) the loan and all other amounts owing under the Mortgage Conditions are repaid before the end of the Five Year Period, in which case the Deposit Term will end on the date on which all of those amounts are finally repaid.
- (b) Condition 4.2 below applies.

4.2 This condition 4.2 applies if the Borrower misses three or more Monthly Payments during the Five-Year Period. In that event, the Deposit Term will continue beyond the Five-Year Period and will end on the first date on which all of the following conditions are satisfied:

- (a) the Mortgage account is up to date; and
- (b) no Monthly Payments have been missed during the previous 12 months; and
- (c) no more than two Monthly Payments have been missed during the previous 60 months.

#### 5. Interest

5.1 The rate of interest on our Helpful Start Accounts (or rates of interest if more than one rate applies) is a tracker rate. The reference rate and the margin will be as notified to you at the time of your application for the Helpful Start Account.

5.2 Interest is calculated on the daily statement balance of your Helpful Start Account. Interest will be paid monthly on the working day after the day on which interest becomes payable and will form part of the balance of the account into which it is paid. This means that, if the interest is paid into your Helpful Start Account, you receive interest on interest but also means that any interest paid will be subject to the Charge.

## 6. Maturity and repayment

- 6.1 Your Helpful Start Account will mature and will close at the end of the Deposit Term or the next working day if that is not a working day.
- 6.2 We will contact you at least 30 days before we expect the Deposit Term to end, in order to set out the options for dealing with the proceeds of your maturing Helpful Start Account. We will offer you a new instant access savings account and the information we send you will provide full details of the account including the interest rate(s), features and terms and conditions. You will not have to accept the instant access savings account we offer you.
- 6.3 If you do not want to accept the new account offered in your maturity letter, you should tell us as soon as possible. You can do this by signing and returning the instruction form we will send you with your maturity letter, or in person at a branch or by telephone banking. Unless you tell us you do not want to accept the account, we will open the new account, and transfer your existing Helpful Start Account proceeds into it on the first working day after your Helpful Start Account matures. We will confirm the details of the new account shortly after it has been opened.

## 7. What happens if you die or become bankrupt

- 7.1 If you die and the Helpful Start Account is held in your sole name then, unless we have enforced our Charge, we will repay the amount of the Deposit and any interest to your representatives at the end of the Deposit Term. We will not do this unless we have received the necessary legal documents to confirm the death and to confirm the authority of your representatives. If the Helpful Start Account is held in joint names, it will continue to be held in the name(s) of the surviving account holder(s).
- 7.2 If you become bankrupt then, unless we have enforced our Charge, we will repay the amount of the Deposit and any interest that has accrued at the end of the Deposit Term to the person administering your estate. We will not do this unless we receive the necessary legal documents to confirm the bankruptcy and to confirm the authority of the person administering your estate.
- ## 8. Account closure
- You may not close your Helpful Start Account before the end of the Deposit Term. This means that the part of section 11 of the Customer Agreement called 'When you can close your account' does not apply to your Helpful Start Account. We may close your Helpful Start Account six months or longer after the date the Borrower applied for the Mortgage if the Mortgage has not yet completed; or before the end of the Deposit Term for any of the reasons set out in Section 11 of the Customer Agreement.

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## When we can close an account

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We can close an account (and stop providing services and end this agreement) by giving you at least two months' notice in writing. Any benefit or services linked to your account will stop at the same time.

We may end this agreement immediately (and stop providing services and close your account) if we reasonably believe you have seriously or persistently broken any terms of the agreement or we have reasonable grounds for thinking that you have done any of the following things, which you must not do:

- you put us in a position where we might break a law, regulation, code or other duty that applies to us if we maintain your account
- you give us any false information at any time
- you commit (or attempt) fraud against us or someone else
- you use (or allow someone else to use) your account illegally or for criminal activity (including receiving proceeds of crime into your account)
- you inappropriately let someone else use your account
- you behave in a threatening or abusive manner to our staff.

If we do, we will return to you the balance of your Helpful Start Account (including accrued interest to the date of closure) unless prevented from doing so by law.

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## When you can close an account

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If you wish to, you can close an account, stop any service you've applied for separately or end this agreement – which means stopping banking with Barclays completely – by telling us. We may ask you to confirm it in writing.

If you tell us that you wish to stop banking with us, you won't be able to use your account or any services linked to it any more. Your cards and cheque books will no longer work after the account is closed. We recommend you cut them up and dispose of them securely.

Your account will stay open until you've repaid any money you owe us. This includes any payments you have already made but that have not been taken out of your account. When you close an account, you are responsible for cancelling any payments to or from your account.

However, if someone pays money into a closed account, we'll try to send the money back to them if we have the information we need to do so.

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### Call monitoring and charges information

\*To make sure we maintain a high-quality service, calls may be monitored or recorded for training and security purposes. Charges may apply when using a mobile phone or when calling from abroad. Calls to 0800 numbers are free from a UK landline. The price on non-BT phone lines may vary. Opening hours may vary.

Barclays Bank UK PLC. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 759676). Registered in England. Registered No. 9740322. Registered Office: 1 Churchill Place, London E14 5HP.

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# Helpful Start Charge Over Deposit

## WARNING

**This security covers the liabilities of somebody else. If they do not repay, you may lose some or all of the money charged. You ARE REQUIRED to seek independent legal advice before signing.**

### Deed Of Charge Over A Sterling Deposit

To Barclays Bank UK PLC (“you” or “your”)

1. In this Deed of Charge:
  - (a) “**I/we**”, “**my/our**” or “**me/us**” means the person(s) whose name(s) and address(es) are set out in Schedule 2 below;
  - (b) “**Borrower**” means the person or, where applicable, each or any of the persons named in Schedule 1;
  - (c) “**Deposit**” means all amounts now and in the future credited to the account (held with Barclays Bank UK PLC in England) set out in Schedule 3 (as may be re-numbered, re-designated or replaced at any time);
  - (d) “**Mortgage Documents**” means the offer letter addressed by you to the Borrower, the deed of mortgage or standard security executed by the Borrower in your favour (and the terms and conditions referred to in it, including the Mortgage Terms and Conditions and Mortgage Special Conditions) in relation to the mortgaged property specified in Part 2 of Schedule 1, as amended, extended, supplemented, restated, replaced, assigned or novated from time to time;
  - (e) “**Secured Sums**” means all money and liabilities now or in the future due, owing or incurred to you by the Borrower under or in connection with the Mortgage Documents, whether actually or contingently and whether alone or together with any other person, together with all interest, fees and all other costs, charges and expenses for which the Borrower may be or become liable to you;
  - (f) the expression “**this security**” shall include each charge, guarantee and other term contained in this Deed of Charge; and
  - (g) the singular shall include the plural and vice versa. I/we agree that the terms of this security shall override the terms applicable to the Deposit.
2. Where:
  - (a) you have the right to take certain action;
  - (b) you have the right to require us to take or not to take certain action; or
  - (c) something must be to your satisfaction or acceptable to you.
3. In return for your providing a loan under the Mortgage Documents to the Borrower, I/we:
  - (a) guarantee the payment or discharge to you of (and undertake that I/we will on demand in writing made on me/us pay or discharge to you) the Secured Sums; and
  - (b) with full title guarantee charge to you by way of fixed charge the Deposit as security for the payment or discharge to you of the Secured Sums; provided that the total amount recoverable under the guarantee and charge contained in paragraphs (a) and (b) of this Clause shall not exceed the amount of the Deposit.
4. The Deposit will be released from this security at my/our written request after all Secured Sums have been fully and unconditionally paid or discharged to you or, if earlier, at the time stated in the Special Conditions of the Mortgage Documents.
5. I/we agree that, as long as this security is in force, the Deposit shall only be repayable at the time and on the terms stated in Clause 4 (irrespective of any other terms that apply to the Deposit). Any repayment(s) you allow shall not release this security over the remainder of the Deposit.
6. If, following repossession and sale by you of the mortgaged property specified in Part 2 of Schedule 1, part or all of the Secured Sums remains outstanding, you may, without giving notice to, or seeking consent from, me/us, enforce this security by applying or transferring all or part of the Deposit in full or part payment of the amount outstanding.
7. You shall not be liable for any loss sustained by me/us in consequence of the exercise of your rights under Clause 6, including any loss of interest caused by you terminating all or part of the Deposit before its maturity.
8. This security shall be in addition to and shall not affect or be affected by any rights of set-off, combination, lien or other rights exercisable by you as bankers against the Borrower or by any security, guarantee or indemnity (a promise to pay, as a debt, the full amount of a particular liability that may arise) now or in the future held by you.

9. My/our liability under this security shall not be avoided, invalidated or impaired by reason of the invalidity, unenforceability or impairment of any security, guarantee and/or indemnity given by any other person providing security for the Secured Sums.
  10. This security shall be a continuing security. This means that it will not be affected by any intermediate payments or settlement of accounts or other matters. You may, without affecting your rights under this security, take any steps which, without this Clause, might relieve or discharge me/us from any of my/our obligations under this security, including:
    - (a) granting, varying, renewing, increasing, determining or refusing credit, facilities or accommodation to the Borrower under the Mortgage Documents;
    - (b) compounding with or giving time for payment or any other indulgence to the Borrower or any other person providing security or otherwise answerable for the Secured Sums;
    - (c) making any arrangement, compromise or settlement with the Borrower or any other person providing security or otherwise answerable for the Secured Sums;
    - (d) taking, holding, modifying, exchanging, releasing, abstaining from perfecting or enforcing any security, guarantee or indemnity or other contract or discharging any parties to them;
    - (e) realising any security in such manner as you may think fit; or
    - (f) otherwise making any concession.This Clause does not apply to a specific written release given by you of my/our obligations under this security.
  11. The continuing nature of this security shall not be affected by my/our death or mental incapacity.
  12. For so long as any Secured Sum remains unpaid, I/we shall not:
    - (a) take any steps to enforce any right or claim against the Borrower in respect of any money charged by me/us to you under this security;
    - (b) be entitled to share in or take the benefit of any security held by you or any dividends, compositions or money recoverable by you from the Borrower or any other person;
    - (c) be entitled to take or enforce any security against the Borrower or any other person providing security for the Secured Sums in competition with or in priority to you; or
    - (d) exercise any other right or remedy which may accrue to me/us in respect of any money charged by me/us to you under this security.
  13. If the Borrower becomes insolvent, I/we shall remain liable for all Secured Sums up to the amount of the Deposit, as if the insolvency had not occurred, until actually paid and satisfied in full. In the meantime you may hold the money received from me/us under this security on "suspense account" to enable you as a creditor to prove against the Borrower's estate for the full amount of your claim. However, when working out interest accruing on the Secured Sums, you will treat them as reduced by the amount you hold on suspense account.
  14. If you receive any payment or security from any person and are later required under insolvency law to restore the position to what it would have been if you had not received that payment or security, we will be liable to you as if you had never received the payment or security. If any claim of this kind is made against you, you may agree or settle it on any terms you choose.
  15. You may receive and retain all proceeds recovered from other sources to the exclusion of my/our rights (if any) in competition with you until your claim against the Borrower is fully satisfied.
  16. I/we shall not assign, transfer, charge or otherwise alienate, deal with or encumber any or all of the money subject to this security or my/our right, title or interest to it, or agree to do so.
  17. Where this security is signed by or on behalf of two persons, each of us is liable to you individually as well as jointly.
  18. Where this security is to be signed by or on behalf of two persons, each of us may sign separate copies. Each copy will be an original and together be the one agreement.
  19. This Deed shall be governed by and construed in accordance with English law and I/we hereby submit to the jurisdiction of the English courts, except where I/we are resident in Scotland or Northern Ireland in which case I/we may choose to submit to the jurisdiction of our local courts.
-

IN WITNESS whereof these presents were executed as a deed this

[ ] day of [ ] 201[ ]

Schedule 1

Part 1 – The Borrower

Full Name(s)

[ ]

Address(es)

[ ]

Part 2 – The Mortgaged Property

Address

[ ]

Land Registration Number

[ ]

Schedule 2

The Chargor(s)

Full Name(s)

[ ]

Address(es)

[ ]

Schedule 3

Details of Charged Account

The deposit account held with Barclays Bank UK PLC and designated as follows:

Sort Code [ ]

Account Number [ ]

Name(s) of account holder(s) [ ]

[ ]

and/or (where the context permits) any additional and/or substitute account(s) opened with you at a later date for the deposit or holding of all or part of the money or interest subject to this security (i) whether such money has been deposited or paid (if the undersigned are more than one) on behalf of all of us or any of us jointly with another or others of us and (ii) whether any such account is opened in the name of all or any of us or in your name or otherwise.

**WARNING – This security covers the liabilities of somebody else. If they do not repay, you may lose some or all of the money charged. You ARE REQUIRED to seek independent legal advice before signing.**

SIGNED as a deed by the above named

[ ]

SIGNED as a deed by the above named

[ ]

In the presence of Signature of Witness

[ ]

In the presence of Signature of Witness

[ ]

Name of Witness

[ ]

Name of Witness

[ ]

Address

[ ]

Address

[ ]

Occupation

[ ]

Occupation

[ ]