

Bath Investment and Building Society

STANDARD SECURITY

Account Number:	Date:
Society: Bath Investment & Building Society, 15 Queen Square, Bath BA1 2HN	
Mortgage Conditions and Explanations (Scotland): The Society's Mortgage Conditions and Explanations (Scotland) 08/23 dated 13 September 2023 and registered in the Books of Council and Session on 18 September 2023.	
Borrower: Address:	
Consentor: Address:	
Property: [insert full property address] more particularly described in Part 1 of the Schedule annexed and signed as relative to this Standard Security (the Schedule).	
Title Number:	

1. This Standard Security incorporates the Mortgage Conditions and Explanations (Scotland), a copy of which has been received by the Borrower and the rules for the time being of the Society. The Borrower acknowledges having received a copy of the Mortgage Conditions and Explanations (Scotland) and the rules of the Society and agrees to comply with them.
2. The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, a copy of which is reproduced in Part 2 of the Schedule, as amended by the Redemption of Standard Securities (Scotland) Act 1971 and any lawful variation thereof operative for the time and as amended by the Mortgage Conditions and Explanations (Scotland) shall apply to this Standard Security.
3. As a continuing security for the payment to the Society of all monies at any time payable or to become payable by the Borrower to the Society on any account whatsoever and the performance of all other obligations at any time owed by the Borrower to the Society, the Borrower HEREBY GRANTS in favour of the Society a Standard Security over ALL and WHOLE the Property.
4. [The Borrower HEREBY DECLARES that the Property is not a Matrimonial Home as defined and in relation to which a spouse of the Borrower has occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended or a Family Home as defined and in relation to which a civil partner of the Borrower has occupancy rights under the Civil Partnership Act 2004 (as amended)] OR

[The Consentor HEREBY CONSENTS, as [spouse][civil partner] for the purposes of [the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended] [the Civil Partnership Act 2004 (as amended)] to the grant of this Standard Security].

5. The Society has power under the Mortgage Conditions and Explanations (Scotland) to make further advances secured by this Standard Security, but this does not oblige the Society to make any further advances.
6. The Borrower grants warrandice and the parties hereto consent to registration of this Standard Security for preservation and execution.

IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the Schedule [and the plan annexed as relative hereto] are executed as undernoted:

Borrower (signature, date and place of signing)	Witness (signature, name and address in block capitals) (Each signature should be separately witnessed and the witness must not be a relative)
Name (BLOCK CAPITALS): Signature: At: On:	Name (BLOCK CAPITALS): Signature: Address: At: On:

Consentor (signature, date and place of signing)	Witness (signature, name and address in block capitals) (Each signature should be separately witnessed and the witness must not be a relative)
Name (BLOCK CAPITALS): Signature: At: On:	Name (BLOCK CAPITALS): Signature: Address: At: On:

**This is the Schedule referred to in the foregoing Standard Security by
[] in favour of Bath Investment & Building Society dated []**

Part 1 – The Property

**ALL and WHOLE the subjects [registered in the Land Register of Scotland under Title Number
[] OR [shown delineated in [] on the Plan annexed and
executed as relative hereto and which subjects form [part and portion of] the subjects
registered in the Land Register of Scotland under Title Number []] together
with the buildings and erections and the heritable fixtures and fittings thereon, the parts,
privileges and pertaining thereto including the benefit of all servitudes and title conditions
pertaining thereto and the Borrower's whole right title and interest present and future in and to
the subjects and others aforesaid.**

**Part 2 – The Standard Conditions specified in
Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970**

1 Maintenance and repair

It shall be an obligation on the debtor:

- (a) to maintain the security subjects in good and sufficient repair to the reasonable satisfaction of the creditor;
- (b) to permit, after seven clear days' notice in writing, the creditor or his agent to enter upon the security subjects at all reasonable times to examine the condition thereof;
- (c) to make all necessary repairs and make good all defects in pursuance of his obligation under head (a) of this condition within such reasonable period as the creditor may require by notice in writing.

2 Completion of buildings etc. and prohibition of alterations etc

It shall be an obligation on the debtor:

- (a) to complete, as soon as may be practicable, any unfinished buildings and works forming part of the security subjects to the reasonable satisfaction of the creditor;
- (b) not to demolish, alter or add to any buildings or works forming part of the security subjects, except in accordance with the terms of a prior written consent of the creditor and in compliance with any consent, licence or approval required by law;
- (c) to exhibit to the creditor at his request evidence of that consent, licence or approval.

3 Observance of conditions in title, payment of duties, charges, etc, and general compliance with requirements of law relating to security subjects

It shall be an obligation on the debtor:

- (a) to observe any condition or perform any obligation in respect of the security subjects lawfully binding on him in relation to the security subjects;
- (b) to make due and punctual payment of any ground burden, teind, stipend, or standard charge, and any rates, taxes and other public burdens, and any other payments exigible in respect of the security subjects;
- (c) to comply with any requirement imposed upon him in relation to the security subjects by virtue of any enactment.

4 Planning notices, etc

It shall be an obligation on the debtor:

- (a) where he has received any notice or order, issued or made by virtue of the Town and Country Planning (Scotland) Acts 1947 to 1969 or any amendment thereof, or any proposal so made for the making or issuing of any such notice or order, or any other notice or document affecting or likely to affect the security subjects, to give to the creditor, within fourteen days of the receipt of that notice, order or proposal, full particulars thereof;
- (b) to take, as soon as practicable, all reasonable or necessary steps to comply with such a notice or order or, as the case may be, duly to object thereto;
- (c) in the event of the creditor so requiring, to object or to join with the creditor in objecting to any such notice or order or in making representations against any proposal therefor.

5 Insurance

It shall be an obligation on the debtor:

- (a) to insure the security subjects or, at the option of the creditor, to permit the creditor to insure the security subjects in the names of the creditor and the debtor to the extent of the market value thereof against the risk of fire and such other risks as the creditor may reasonably require;
- (b) to deposit any policy of insurance effected by the debtor for the aforesaid purpose with the creditor;
- (c) to pay any premium due in respect of any such policy, and, where the creditor so requests, to exhibit a receipt therefor not later than the fourteenth day after the renewal date of the policy;
- (d) to intimate to the creditor, within fourteen days of the occurrence, any occurrence which may give rise to a claim under the policy, and to authorise the creditor to negotiate the settlement of the claim;
- (e) without prejudice to any obligation to the contrary enforceable against him, to comply with any reasonable requirement of the creditor as to the application of any sum received in respect of such a claim;
- (f) to refrain from any act or omission which would invalidate the policy.

6 Restriction on letting

It shall be an obligation on the debtor not to let, or agree to let, the security subjects, or any part thereof, without the prior consent in writing of the creditor, and "to let" in this condition includes to sub-let.

7 General power of creditor to perform obligations etc on failure of debtor and power to charge debtor

- 7.1 The creditor shall be entitled to perform any obligation imposed by the standard conditions on the debtor, which the debtor has failed to perform.
- 7.2 Where it is necessary for the performance of any obligation as aforesaid, the creditor may, after giving seven clear days' notice in writing to the debtor, enter upon the security subjects at all reasonable times.
- 7.3 All expenses and charges (including any interest thereon), reasonably incurred by the creditor in the exercise of a right conferred by this condition, shall be recoverable from the debtor and shall be deemed to be secured by the security subjects under the standard security, and the rate of any such interest shall be the rate in force at the relevant time in respect of advances secured by the security, or, where no such rate is prescribed, shall be the bank rate in force at the relevant time.

8 Calling-up

The creditor shall be entitled, subject to the terms of the security and to any requirement of law, to call-up a standard security in the manner prescribed by section 19 of this Act.

9 Default

- 9.1 The debtor shall be held to be in default in any of the following circumstances, that is to say:
 - (a) where a calling-up notice in respect of the security has been served and has not been complied with;
 - (b) where there has been a failure to comply with any other requirement arising out of the security;
 - (c) where the proprietor of the security subjects has become insolvent.
- 9.2 For the purposes of this condition, the proprietor shall be taken to be insolvent if:
 - (a) he has become notour bankrupt, or he has executed a trust deed for behoof of, or has made a composition contract or arrangement with, his creditors;

- (b) he has died and a judicial factor has been appointed under section 11A of the Judicial Factors (Scotland) Act 1889 to divide his insolvent estate among his creditors, or his estate falls to be administered in accordance with an order under section 421 of the IA 1986:
- (c) where the proprietor is a company, a winding-up order has been made with respect to it, or a resolution for voluntary winding-up (other than a members' voluntary winding-up) has been passed with respect to it, or a receiver or manager of its undertaking has been duly appointed, or possession has been taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property of the company comprised in or subject to the charge.

10 Rights of creditor on default

- 10.1 Where the debtor is in default, the creditor may, without prejudice to his exercising any other remedy arising from the contract to which the standard security relates, exercise, in accordance with the provisions of Part II of this Act and of any other enactment applying to standard securities, such of the remedies specified in the following sub-paragraphs of this standard condition as he may consider appropriate.
- 10.2 He may proceed to sell the security subjects or any part thereof.
- 10.3 He may enter into possession of the security subjects and may receive or recover the rents of those subjects or any part thereof.
- 10.4 Where he has entered into possession as aforesaid, he may let the security subjects or any part thereof.
- 10.5 Where he has entered into possession as aforesaid there shall be transferred to him all the rights of the debtor in relation to the granting of leases or rights of occupancy over the security subjects and to the management and maintenance of those subjects.
- 10.6 He may effect all such repairs and may make good such defects as are necessary to maintain the security subjects in good and sufficient repair, and may effect such reconstruction, alteration and improvement on the subjects as would be expected of a prudent proprietor to maintain the market value of the subjects, and for the aforesaid purposes may enter on the subjects at all reasonable times.
- 10.7 He may apply to the court for a decree of foreclosure.

11 Exercise of right of redemption

- 11.1 The debtor shall be entitled to exercise his right (if any) to redeem the security on giving notice of his intention so to do, being a notice in writing (hereinafter referred to as a notice of redemption).
- 11.2 Nothing in the provisions of this Act shall preclude a creditor from waiving the necessity for a notice of redemption, or from agreeing to a period of notice of less than that to which he is entitled.
- 11.3
 - (a) A notice of redemption may be delivered to the creditor or sent by registered post or recorded delivery to him at his last known address, and an acknowledgment signed by the creditor or his agent or a certificate of postage by the person giving the notice accompanied by the postal receipt shall be sufficient evidence of such notice having been given.
 - (b) If the address of the creditor is not known, or if the packet containing the notice of redemption is returned to the sender with intimation that it could not be delivered, a notice of redemption may be sent to the Extractor of the Court of Session and an acknowledgment of receipt by him shall be sufficient evidence of such notice having been given.
 - (c) A notice of redemption sent by post shall be held to have been given on the day next after the day of posting.
- 11.4 When a notice of redemption states that a specified amount will be repaid, and it is subsequently ascertained that the whole amount due to be repaid is more or less than the amount specified in the notice, the notice shall nevertheless be effective as a notice of repayment of the amount due as subsequently ascertained.

11.5 Where the debtor has exercised a right to redeem, and has made payment of the whole amount due, or has performed the whole obligations of the debtor under the contract to which the security relates, the creditor shall grant a discharge in the terms prescribed in section 17 of this Act.

12 The debtor shall be personally liable to the creditor for the whole expenses of the preparation and execution of the standard security and any variation, restriction and discharge thereof and, where any of those deeds are registered or recorded, the registration or recording thereof, and all expenses reasonably incurred by the creditor in calling-up the security and realising or attempting to realise the security subjects, or any part thereof, and exercising any other powers conferred upon him by the security.

Interpretation

In this part of the Schedule, where the debtor is not the proprietor of the security subjects, debtor means **proprietor**, except:

- (a) in standard conditions 9.1, 10.1 and 12, and
- (b) in standard condition 11, where **debtor** includes the proprietor.

Borrower(s) (signature)
Signature:

Consentor (signature)
Signature: