

STANDARD SECURITY

by

[Proprietor(s):

]

in favour of

HSBC UK Bank plc

Property:

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS STANDARD SECURITY.

This document is a Standard Security over the Property described overleaf on the terms set out in the separate document called the HSBC UK Bank plc Scottish Residential Security Conditions (2018 edition).

- HSBC UK Bank plc will hold this Standard Security as security for the debts and/or the other liabilities to HSBC UK Bank plc as set out in this Standard Security. What this means is that both present and future debts, together with the other liabilities set out in this Standard Security, are secured by this Standard Security.
- If any of the debts and/or the other liabilities are not paid when due, HSBC UK Bank plc can sell the Property and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC UK Bank plc has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC UK Bank plc, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC UK Bank plc on your behalf.
- This Standard Security is separate from, and not limited by, any other security or guarantee which may already have been given to HSBC UK Bank plc or which may be given in the future.
- This Standard Security and the Scottish Residential Security Conditions contain other terms which affect you.

This Standard Security is an important legal document. HSBC UK Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Standard Security.

STANDARD SECURITY

In this Standard Security the words listed below have the following meanings:

Bank: **HSBC UK BANK plc**, a company incorporated under the Companies Acts (Company Number 09928412) and having its Registered Office at 1 Centenary Square, Birmingham B1 1HQ and its successors and assignees.

Proprietor:

Consentor:

Debt: All money and liabilities whatever, whenever and however incurred, whether now or in the future due, or becoming due, from the Proprietor to the Bank. This includes, but is not limited to:

- (a) overdrafts, personal and other loans or facilities and further advances of money;
- (b) guarantees and indemnities to the Bank and any of the Proprietor's other contingent liabilities;
- (c) discount, commission and other lawful charges and expenses;
- (d) interest in accordance with any agreement between the Proprietor and the Bank and, if there is no agreement, interest on any money and liabilities due from the Proprietor at the standard variable rate (or such other rate as may replace it) that applies or will apply to any part of the Debt under the terms of the Bank's agreement with the Proprietor, from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
- (e) money agreed to be paid under paragraph 14 of the Scottish Residential Security Conditions.

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between the Proprietor and the Bank.

Property:

Scottish Residential Security Conditions: The Scottish Residential Security Conditions (2018 edition) by the Bank dated 2 July 2018 and any variation or extension of those Conditions. Words defined in the Scottish Residential Security Conditions have the same meaning in this Standard Security.

1. The Proprietor undertakes to pay and discharge the Debt to the Bank.
2. The Proprietor undertakes to comply fully with the Scottish Residential Security Conditions, the terms of which are incorporated into this Standard Security. The Proprietor acknowledges having received a copy of the Scottish Residential Security Conditions.
3. The Proprietor, in security for the Debt, hereby grants a Standard Security in favour of the Bank over the Property.

4. The Consentor (if applicable) consents to the Standard Security hereby granted for the purpose of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, as amended, or the Civil Partnership Act 2004.
5. The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the Scottish Residential Security Conditions, and any lawful variation thereof operative for the time being, shall apply.
6. The Proprietor grants warrandice.
7. A certificate signed by any manager or officer of the Bank as to the amount of the Debt or any part of it shall, in the absence of manifest error, be conclusive and binding on the Proprietor.
8. The Proprietor and the Consentor (if applicable) consent to the registration of this Standard Security and of any certificate referred to above for execution.

IN WITNESS WHEREOF these presents consisting of this and the preceding page are executed by the Proprietor and the Consentor (if applicable) as follows:

DECLARATION

This Declaration is an important legal document. HSBC UK Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing and sign only if you understand its terms.

Matrimonial Homes (Family Protection) (Scotland) Act 1981, as amended, and Civil Partnership Act 2004

I,

residing at

declare as follows:

I have granted or am about to grant a Standard Security in favour of HSBC UK Bank plc over the property known as and forming

(the **Property**).

The Property is neither a matrimonial home in relation to which a spouse of mine has occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981, as amended, nor a family home in relation to which a civil partner of mine has occupancy rights under the Civil Partnership Act 2004.

Subscribed by

.....

Signature of Proprietor

at.....(place)

on.....(date)

.....

Signature of Witness

in the presence of:

Name:.....

Address:.....

.....

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