

Checker's Initials	
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Letter of Consent and Postponement by Deed

TO HSBC UK BANK PLC

I/We,

refer to the Mortgage ("the Mortgage") over the property known as:

("the Property")

and (where applicable) other assets ("Assets") as set out in the Mortgage.

I/We understand that:

- (a) the Mortgage is, or will be, in the form, or substantially in the form, with this Deed;
- (b) HSBC UK Bank plc ("the Bank") has been asked to provide banking facilities on the security of the Mortgage; and
- (c) the Mortgage is, or will be, continuing security for the Debt which is set out in the 'Key Mortgage Details' section of the Mortgage.

To support the security which the Bank has, or will have, under the Mortgage:

1. I/We consent to the Property and Assets being mortgaged to the Bank on the terms of the Mortgage.
2. I/We will not exercise any rights and will postpone any interest (including, where applicable, any right of occupation and any charge arising under The Family Law Act 1996 or any similar or replacement law) that I/we may have now or that we may have in the future in relation to the Property or the Assets to the Bank's rights and interest under the Mortgage.

What does the term "postpone" mean in this context?

This means that any rights and interests that the person(s) executing this document may have in the Property or Assets will rank behind the rights and interest that the Bank has in the Property or Assets under the Mortgage.

What are the rights of occupation arising under the Family Law Act?

Where a person is married or in a civil partnership they may have the right to occupy the matrimonial home even if they are not the registered owner of it. Any person who has such a right in the Property who is entering into this Deed agrees to postpone their interests under this Act to the interests of the Bank whilst the Mortgage is in place.

3. I/We will not maintain against the Bank any right or interest mentioned in clause 2 above.
4. I/We agree that if the Bank, or any person that is entitled to do so under the terms of the Mortgage, enforces the security under the Mortgage, the Bank or any such person may take possession of all or any of the Assets and I/we will leave the Property if asked to do so.
5. I/We agree that:
 - (a) the benefit of this Deed may be transferred to, and enforced by, anyone who has the benefit of the Mortgage;
 - (b) this Deed and my/our obligations under it will not be affected by:
 - (i) any giving of time, variation, release, waiver or other arrangement which the Bank may agree with the Mortgagor or anyone else regarding the Debt, the Mortgage or any other security; or
 - (ii) if the Bank does, or fails to do, anything which might affect the perfection or enforceability of this Deed or the Mortgage.

What does "transfer" mean?

To "transfer" means any sale, assignment, novation and/or transfer and "rights and obligations" means any rights, benefits and/or obligations.

What is the "benefit" of a deed or mortgage?

The "benefit" of a deed or mortgage refers to the advantages or rights that a party expects to receive as a result of entering into that document. These advantages and rights can be transferred.

What is "perfection" of security?

When security is taken over any asset, the lender may need to comply with certain legal requirements to ensure that the security can be enforced. This usually includes filing forms at Companies House or the Land Registry. Once the legal requirements have been satisfied, the security is deemed to be "perfected".

- 6. If any part of this Deed is unenforceable, unlawful or void in any relevant jurisdiction, then that part will be separated from the rest of this Deed in respect of the relevant jurisdiction. The rest of this Deed will continue to be valid and enforceable.
- 7. English law governs this Deed, its interpretation and any non-contractual obligation arising from or connected with it.
- 8. I/We and the Bank submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to all matters (including non-contractual) arising from or in connection with this Deed.

IMPORTANT – PLEASE READ BEFORE SIGNING

- **By signing this Deed you put at risk any interest you have in the Property and Assets, possession of which you may have to give up to the Bank.**
- **You must read this Deed and the Mortgage (and, where applicable, the HSBC UK Bank plc Private Banking Mortgage Deed Conditions which are part of it) carefully on your own, and be sure you understand them.**
- **The Bank strongly recommends that you take independent legal advice.**
- **This Deed postpones your interest to the Mortgage and the Debt secured by it.**

Consentor's Initials	
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9. I/We confirm that I/we have read and understood the above.

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been duly executed and is now delivered on the _____ day of _____ 2

Signed as a Deed by the said

in the presence of:

Signature of witness: _____

Full name of witness _____

(Block letters)

Address

Occupation