



Deed of Postponement (Scotland)

Your information

We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our Privacy Notice provided on our website at natwestinternational.com/global/privacy-notice.html.

We may update this from time to time and would encourage you to visit our website regularly to stay informed of the purposes for which we process your information and your rights to control how we process it.

Definitions

Date

Customer

Bank The Royal Bank of Scotland International Limited trading as NatWest International (with Company number 2304), acting through its Mortgage Centre, PO Box 123, Greenock, PA15 1EF and its successors in title and assignees and those deriving title through or under it whether by operation of law and whether by way of assignation and whether in relation to the whole or to part.

Postponing Lender

Property

Bank's Standard Security
A standard security granted by the Customer over the Property in favour of the Bank dated
and recorded in the General Register of Sasines for the County of on
 OR registered in the Land Register under Title Number
on

Postponing Lender's Standard Security:
A standard security granted by the Customer over the Property in favour of the Postponing Lender
dated and recorded in the General Register of Sasines for the County of
 on OR registered in the Land Register
under Title Number on

Priority Sum £ [in the case of a Flexible Choice mortgage with a Reserve Facility, insert the full amount of the initial advance plus the Reserve Facility] or any other sum agreed in writing between the Bank and the Postponing Lender in substitution for that amount, plus interest, costs and charges.



Considering that the Customer has granted the Postponing Lender's Standard Security and that the Postponing Lender has agreed that the Postponing Lender's Standard Security shall be postponed to the Bank's Standard Security to the extent of the Priority Sum, the parties to this Agreement hereby agree and acknowledge that:

1. The Postponing Lender's Standard Security shall rank after and postponed to the Bank's Standard Security to the extent of the Priority Sum.
2. The ranking and priority set out in Clause 1 shall take effect notwithstanding the following:
 - 2.1. the nature of the securities created by the Bank and the Postponing Lender and the dates of execution and registration of them;
 - 2.2. the date or dates on which monies have been or may be advanced or become due, owing or payable under the Bank's Standard Security and the Postponing Lender's Standard Security;
 - 2.3. any fluctuation from time to time in the amounts secured by the Bank's Standard Security or the Postponing Lender's Standard Security including any of those amounts reducing to nil; and
 - 2.4. the provisions of Section 13 of the Conveyancing and Feudal Reform (Scotland) Act 1970.
3. Nothing contained in this Agreement shall in any way prejudice the exercise by either the Postponing Lender or the Bank of any of their powers under their respective securities which shall remain in full force and effect as continuing securities.
4. The Postponing Lender undertakes not to assign or transfer its mortgage to any other person without first procuring that the person enters into a Deed of Postponement with the Bank upon the same terms as this Agreement.
5. This Agreement shall be governed by and construed in accordance with Scots Law.

IN WITNESS WHEREOF this Agreement consisting of this and the preceding page(s) are executed as follows:

SUBSCRIBED for and on behalf of the Postponing Lender at

Date (insert signatory's name in block capitals)

By

Occupation/Designation

Signature

In the presence of:

Witness's name in full

Witness's signature

Witness address

Witness occupation



SUBSCRIBED for and on behalf of the Postponing Lender at

Date (insert signatory's name in block capitals)

By

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Signature

In the presence of:

Witness's name in full

Witness's signature

Witness address

Witness occupation

Mortgages are offered by The Royal Bank of Scotland International Limited trading as NatWest International. Registered and Head Office: Royal Bank House, 71 Bath Street, St. Helier, Jersey, JE4 8PJ. Authorised and regulated by the Jersey Financial Services Commission. The Royal Bank of Scotland International Limited, trading as NatWest International, is authorised and regulated by the Financial Conduct Authority.

The Royal Bank of Scotland International Limited trading as NatWest International (NatWest International). Registered in Jersey No. 2304. Registered Office: Royal Bank House, 71 Bath Street, St. Helier, Jersey, JE4 8PJ. Tel. 01534 282850. Regulated by the Jersey Financial Services Commission.

Guernsey business address: Royal Bank Place, 1 Gategny Esplanade, St. Peter Port, Guernsey, GY1 4BQ. Tel. 01481 703860. Regulated by the Guernsey Financial Services Commission and licensed under the Banking Supervision (Bailiwick of Guernsey) Law, 2020, as amended, the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law, 2002, and the Protection of Investors (Bailiwick of Guernsey) Law, 2020, as amended, and The Lending, Credit and Finance (Bailiwick of Guernsey) Law, 2022.

Isle of Man business address: 2 Athol Street, Douglas, Isle of Man, IM99 1AN. Tel. 01624 637190. Licensed by the Isle of Man Financial Services Authority in respect of Deposit Taking, Investment Business and registered as a General Insurance Intermediary.

NatWest International is the registered business name of The Royal Bank of Scotland International Limited under the Business Names Registration Act. Gibraltar business address: NatWest International House, 57 Line Wall Road, Gibraltar. Tel. 200 77737 or 200 73200. Regulated and authorised by the Financial Services Commission, Gibraltar to undertake Banking and Investment Business from 55 and 57 Line Wall Road, Gibraltar.

Over 18's only. Security required.

YOUR HOME OR PROPERTY MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.