

Local Authority Housing Loan Mortgage General Conditions (Version 2010/1)

1. Introduction

(c) These Conditions are supplemental to and form part of the Mortgage.

(a) The Borrower has agreed to provide the Mortgage to secure such of the Mortgagor's present and future obligations to the Local Authority as the Borrower may from time to time agree.

(c) Local Authority housing loans are subject to the provisions of the *Housing Acts 1966 – 2009*.

2. Definitions

Unless it is clear that the intent is otherwise, in these Conditions:

“Act” means the Land and Conveyancing Law Reform Act 2009;

“Ancillary Rights” means all covenants, agreements, undertakings, warranties, bonds, guarantees, indemnities and other agreements the benefit of which is now or hereafter vested in the Borrower in respect of the design, construction, fit out or maintenance of any building, structure or erection now or hereafter on the Mortgaged Property or of any roads, footpaths or utilities for services now or hereafter abutting or serving the Mortgaged Property or the taking in charge thereof or the paying of any charge or levy in respect thereof and all guarantees and indemnities in respect of any lessee's or licensee's obligations under any lease or licence of the Mortgaged Property;

“Borrower” means the person or persons named as “Borrower” in the Mortgage and includes the personal representatives, successors and permitted assigns (whether immediate or derivative) of each such person;

“Conditions” means these general housing loan mortgage conditions;

“Compensation Rights” means all present and future rights of the Borrower to be paid or to receive compensation by reason of any compulsory acquisition, requisitioning or exercise of other compulsory powers in relation to the Secured Assets or any refusal, withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Secured Assets;

“Enforcement Event” means any of the events or circumstances specified in **clause 10(b)**;

“Environmental Laws” means all laws, directions and regulations concerning the protection of the environment or human health including, without limitation, the conservation of natural resources, the production, storage, transportation, treatment, recycling or disposal of any waste or any noxious, offensive or dangerous substance or the liability of any person whether civil or criminal for any damage to or pollution of the environment or the rectification thereof or any related matters;

“Insurances” means all insurance policies (other than the Life Policy) now or at any time hereafter taken out by the Borrower in respect of the Secured Assets (whether pursuant to the covenants contained in these Conditions or otherwise) and all monies including returns of premium from time to time payable in respect of the same and the benefit of all options and rights devolving thereunder or pursuant thereto;

“Life Policy” means any policy or policies of life assurance or mortgage protection insurance which the Borrower is obliged to effect in accordance with any Secured Document as cover for the Secured Liabilities or any of them and all policies substituted therefor or additional thereto and all monies, including all bonuses, additions and returns of premium, from time to time payable in respect thereof and the benefit of all options and rights devolving thereunder or pursuant thereto;

“Local Authority” means the Local Authority to which the Borrower has given the Mortgage and includes its successors and assigns (whether immediate or derivative) who shall be entitled to enforce and proceed upon the Mortgage and these Conditions and exercise all powers and discretions of the Local Authority as if named in the Mortgage in place of or, in accordance with its interest, alongside the Local Authority;

“Mortgage” means the mortgage which incorporates these Conditions;

“Mortgaged Property” means the property or properties specified as such in the Mortgage;

“Occupational Leases” means all leases, licences, agreements for lease or licence and other agreements for the occupation, possession or use of the whole or any part or parts of the Mortgaged Property subject to which the interest of the Borrower in the Mortgaged Property is now or from time to time hereafter held and **“Occupational Lease”** means any of them;

“Planning Acts” means the Planning and Development Acts 2000 to 2007 and the Building Control Acts 1990 and 2007;

“Receiver” has the meaning given in **clause 11(a)**;

“Rent” means all rent and other monies now or hereafter payable to or for the benefit of the Borrower under, pursuant to or in connection with any Occupational Lease;

“Secured Assets” means the Mortgaged Property and all other assets of the Borrower which are, or are expressed to be, the subject of any security created, constituted or evidenced or expressed or intended to be created, constituted or evidenced by the Mortgage and these Conditions;

“Secured Documents” means any and all facility letters, other agreements and documents which evidence or create the terms and conditions applicable to any of the Secured Liabilities or otherwise relate to the Secured Liabilities;

“Secured Liabilities” means:

(a) all monies, obligations and liabilities, whether in respect of principal, interest, discount, commission, fees or expenses or otherwise in whatever currency, that are now or shall from time to time hereafter be due, owing or incurred by the Borrower to the Local Authority under, pursuant to or in connection with a loan now or hereafter made to the Mortgagor (or, where the Mortgagor comprises more than one person, to all such persons), by the Local Authority where it is expressly provided in the facility letter or other agreement relating to such loan (or any amendment, extension, restatement or replacement thereof or supplement thereto) or where it is or has been otherwise agreed in writing signed by or on behalf of the Borrower that such loan is, or is to be, secured by the Mortgaged Property; and

(b) all monies now or hereafter due, owing or incurred by the Borrower (or, where the Borrower comprises more than one person, by any one or more of them) to the Local Authority under, pursuant to or in connection with the Mortgage or these Conditions;

“Security Interest” means any mortgage, charge, pledge, lien or other security interest and any agreement or arrangement having substantially the same economic effect; and

“Specified Rate” means the rate specified in the Secured Documents as the Specified Rate for the purposes of these Conditions

3. Interpretation

(a) In these Conditions:

(i) any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of any government or state or any association or partnership (whether or not having separate legal personality) of any two or more of the foregoing;

(ii) any reference to any statutory provision, order or regulation includes reference to any extension, modification, replacement or re-enactment thereof from time to time in force and all regulations and orders from time to time made thereunder and any analogous provision or rule under any applicable law for the time being in force;

(iii) any reference to any agreement or other instrument (including, without limitation, the Mortgage and these Conditions) shall be deemed to be a reference to such agreement or instrument as amended, extended, restated or replaced from time to time and all agreements or other instruments supplemental thereto;

(iv) words denoting the singular include the plural and vice versa and words denoting any gender include all genders;

(v) any reference to “now” or like expressions is a reference to the date of the Mortgage and any reference to “hereafter” or like expressions is a reference to any time after the date of the Mortgage; and

(vi) any reference to a clause is, unless otherwise stated, a reference to a clause of these Conditions.

(b) The headings are for reference purposes only and cannot be used to interpret these Conditions or the Mortgage.

(c) These Conditions are supplemental to, and form part of, and are to be construed as one with, the Mortgage. If there is any conflict between the Mortgage and these Conditions, the Mortgage shall prevail.

(d) These Conditions may only be amended in writing signed by the Borrower and signed by or on behalf of the Local Authority.

4. Joint and Several Liability

If the expression “**Borrower**” consists of two or more persons:

(a) such expression shall mean and include such two or more persons and each of them or (as the case may require) any of them;

(b) all agreements, obligations, covenants, undertakings, warranties, representations, mortgages and charges which are expressed or implied on the part of the Borrower in the Mortgage or these Conditions shall be deemed to be made or undertaken by such persons jointly and severally and the act or default of any one of such persons shall be deemed to be the act or default of all of them;

(c) none of such persons shall as against the Local Authority be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness, obligations or liabilities of any of the other of them or be entitled in competition with or priority to the Local Authority to claim or exercise any of the rights (in the nature of contribution or otherwise) of one joint (or joint and several) debtor against another;

(d) each shall be bound even if any of the others of them intended or expressed to be bound by the Mortgage shall not be so bound; and

5. Payment Provisions

(a) Covenant to pay

The Borrower hereby covenants with the Local Authority to pay and discharge on demand the Secured Liabilities when the same are due to be paid and discharged. If the Borrower and the Local Authority have not agreed in writing a specific time for payment or discharge of any part of the Secured Liabilities, the Borrower agrees to pay and discharge such of the Secured Liabilities on demand.

(b) No Set-Off

All sums payable by the Borrower under the Mortgage or these Conditions shall be paid without set off or counter claim on any account whatsoever and without any deduction or withholding except to the extent that the Borrower is required by law to make payment subject to any deduction or withholding.

(c) Appropriation

To the extent permitted by law, the Borrower hereby irrevocably waives any right to appropriate any amount paid to or recovered or held by the Local Authority in or towards the discharge of any particular part of the Secured Liabilities and agrees that the Local Authority shall have the exclusive and unfettered right to appropriate any such payment or other sum in or towards the discharge of such part(s) of the Secured Liabilities as the Local Authority sees fit.

(d) Interest

The Borrower hereby covenants with the Local Authority to pay interest (as well after as before any demand or judgment) on the Secured Liabilities at the rates and upon the terms from time to time agreed with the Local Authority upon such days as the Local Authority may from time to time determine and such interest shall be compounded in the event of it not being punctually paid with monthly (or other agreed) rests in accordance with the usual practice of the Local Authority but without prejudice to the right of the Local Authority to require payment of such interest when due.

6. Creation of Additional Security

(a) By executing the Mortgage the Borrower as security for the payment and discharge of the Secured Liabilities shall, in addition to the security expressed to be created by the Mortgage, also be deemed as beneficial owner to:

(i) Security assignments

assign in favour of the Local Authority the full benefit of:

- (1) the Ancillary Rights,
- (2) the Compensation Rights,
- (3) the Life Policy (if any).
- (4) the Rent (if any), and
- (5) the Insurances,

to hold the same unto the Local Authority absolutely; and

(ii) Fixed charges

charge in favour of the Local Authority by way of fixed charge:

- (1) any estate or interest which the Borrower may from time to time hereafter acquire in the Mortgaged Property; and
- (2) the Borrower's entitlement to (and interest in) any share or shares in any service or management company relating to the Mortgaged Property and all rights and benefits accruing to such share or shares,

subject in each case to the Borrower's right to redeem this Mortgage as contained in **clause 7**.

(To the extent that the Insurances are not assignable, the assignment which **clause (a)(i)(5)** above purports to effect shall operate as an assignment of all present and future rights and claims of the Borrower to any proceeds of such Insurances.)

(b) Security to extend to beneficial interests and proceeds of sale The security constituted by the Mortgage and these Conditions extends to all beneficial interests in the Secured Assets and (without prejudice to the fixed nature of such security or the covenants contained in these Conditions) to all proceeds of sale or other realisation.

(c) Assent to registration The Borrower hereby assents to the registration of all or any of the foregoing security as a burden on the property thereby affected.

(d) No obligation on the Local Authority Nothing in this **clause 6** shall impose any obligation or liability on the Local Authority in respect of any of the Secured Assets.

7. Covenant to Release

(a) Covenant to release If all the Secured Liabilities have been finally and indefeasibly paid and discharged in full and all facilities which might give rise to Secured Liabilities have been terminated, the Local Authority will at the cost and request of the Borrower on a without recourse or warranty basis release and discharge the security constituted by the Mortgage and these Conditions.

(b) Release conditional Any such release or discharge as is referred to in **clause 7(a)** shall be deemed to be made subject to the condition that it will be void if any payment or discharge of the Secured Liabilities is set aside under any applicable law or proves to have been for any reason invalid or void.

(c) Preservation of liability if redemption amount understated The execution by the Local Authority of a release or discharge as referred to in **clause 7(a)** shall not discharge the Borrower from personal liability if it is subsequently found that on redemption of the Mortgage the amount of the Secured Liabilities was by mistake understated.

8. Warranties

The Borrower hereby warrants, represents and undertakes to the Local Authority that:

(a) Status

the Borrower is aged 18 or over, is of sound mind and has not been adjudged a bankrupt or made a ward of court and has not had an enduring power of attorney registered in respect of him or her;

(b) Ownership

the Borrower is and will at all times during the subsistence of the security constituted by the Mortgage and these Conditions be the sole lawful and beneficial owner of the Secured Assets;

(c) No breach

neither the execution of the Mortgage nor the creation of the security expressed to be created or evidenced by the Mortgage and these Conditions nor the performance of the Borrower's obligations under the Mortgage or these Conditions contravenes or will at any time contravene:

(i) any applicable law or regulation; or

(ii) any agreement or document to which the Borrower is a party or which is binding upon the Borrower or the Secured Assets;

(d) Approvals and registrations

the Borrower holds or will, within any applicable time limit, obtain or make and keep in full force and effect and comply with all approvals, authorisations, consents, licences, registrations, filings and exemptions necessary for the creation or validity of the security expressed to be created or evidenced by the Mortgage and these Conditions and for the Borrower to perform the Borrower's obligations under the Mortgage and these Conditions;

(e) Enforceability

on the date of the Mortgage and on each date thereafter until released by the Local Authority, the security constituted by the Mortgage and these Conditions constitutes a first priority Security Interest over the Secured Assets enforceable in accordance with their terms against the Borrower, the Borrower's creditors and any trustee or assignee in bankruptcy appointed to the Borrower; and

(f) Compliance with planning requirements

save as may have been disclosed to the Local Authority in writing prior to the date of the Mortgage, the Borrower has not, prior to the date of the Mortgage carried out or permitted to be carried out any development within the meaning of the Planning Acts upon the Mortgaged Property in respect of which any requisite permission has not been obtained and that all conditions subject to which such permissions have been granted have been duly complied with.

9. Covenants

The Borrower hereby covenants with the Local Authority that until the Mortgage is discharged, the Borrower will:

(a) Comply with the Secured Documents

comply with and observe all terms and conditions of the Secured Documents and of all other contracts, agreements and security to which it is a party relating to the Secured Liabilities;

(b) Assist Local Authority

at the cost of the Borrower, give to the Local Authority and its agents all information concerning the Secured Assets as the Local Authority may from time to time request and give the Local Authority and its agents all reasonable assistance required by the Local Authority or its agents to enforce all or any rights, powers and remedies under or pursuant to or in connection with the Mortgage and these Conditions;

(c) Further assurance

at the cost of the Borrower, execute and do all such assurances and things as the Local Authority may reasonably require for perfecting the security intended to be constituted by the Mortgage and these Conditions and for enforcing all or any of the Local Authority's rights, powers and remedies under, pursuant to or in connection with the Mortgage and these Conditions or otherwise in or in respect of all or any of the Secured Assets;

(d) Negative pledge

not without the prior written permission of the Local Authority:

- (i) create or permit to subsist any Security Interest over the Secured Assets or any of them; or
- (ii) part with, sell, transfer, lend, lease or otherwise dispose of, whether by means of one or of a number of transactions related or not and whether at one time or over a period of time, the whole or any part of the Secured Assets;

(e) Not jeopardise Secured Assets

not do or cause or permit to be done anything which may in any way depreciate or otherwise prejudice the value (whether monetary or otherwise) to the Local Authority of the Secured Assets or any of them;

(f) Repair

keep the Secured Assets in good and substantial repair and condition and in good working order;

(g) Inspection

permit any person authorised by the Local Authority free access at all reasonable times to view the state and condition of the Secured Assets without becoming liable to account as mortgagee in possession;

(h) Insure

- (i) insure and keep insured all parts of the Secured Assets as are of an insurable nature in accordance with the requirements of the Secured Documents or, if there are no such requirements, with such insurer as the Local Authority may approve against:

(A) loss or damage by fire, storm, lighting, terrorist attack, explosion, earthquake, riot, civil commotion, malicious damage, impact, flood, escape of water or oil, subsidence, heave and landslip, aircraft and other aerial devices or articles dropped therefrom;

(B) other risks normally insured against in accordance with prudent practice; and

(C) such other risks as the Local Authority shall from time to time reasonably require,

in a sum equal to the replacement or reinstatement value thereof from time to time together with, the cost of demolition and site clearance, architects', surveyors' and other professional fees and incidental expenses in connection with the replacement or reinstatement and value added tax;

(ii) without prejudice to the foregoing requirements of the Local Authority, the Borrower shall be responsible during the subsistence of the Mortgage for ensuring the adequacy and scope of the insurance cover. In the event of an insurance claim the Local Authority shall not be liable to the Borrower if the sum insured does not cover the full reinstatement cost of the Secured Assets (the Borrower making up any shortfall out of the Borrower's own monies);

(iii) not do anything, or permit anything to be done in or upon or relating to the Secured Assets or any part thereof, which may make void or voidable any insurance in connection therewith;

(i) Note the interest of the Local Authority and contain protection clause

note the interest of the Local Authority upon all policies of such insurance and procure that each policy of such insurance incorporates a mortgagee protection clause, whereby such insurances will not be invalidated, vitiated or avoided as against a mortgagee in the event of any misrepresentation, act, omission, neglect or failure to disclose on the part of the insured;

(j) Pay premiums and produce policies

promptly pay all premiums and other monies necessary for effecting and keeping up the policies of such insurance and (if the Local Authority so requires) produce to or deposit with the Local Authority all such policies and the receipts for all premiums and other payments necessary for effecting and keeping up such policies;

(k) Insurance proceeds

subject to the terms of any lease of the Mortgaged Property pay all money received under any insurance of any of the Secured Assets to the Local Authority and pending such payment to hold same in trust for the Local Authority to be applied by the Local Authority at its absolute discretion either in making good the loss or damage in respect of which the money is received or in or towards the discharge of the Secured Liabilities;

(l) Observe obligations

observe and perform (and use best endeavours to ensure the observance and performance by any person at any time occupying the Mortgaged Property or any part or parts thereof) all covenants, stipulations and conditions to which any of the Secured Assets or the user thereof is now or may hereafter be subject and (if the Local Authority so requires) produce to the Local Authority evidence sufficient to satisfy the Local Authority that such covenants, stipulations and conditions have been observed and performed;

(m) Onerous obligations, etc

not enter into any onerous or restrictive obligations affecting any of the Secured Assets or create or permit to subsist any over-riding interest or right therein or thereover which might adversely affect the value thereof;

(n) Not lease

save as permitted by the Secured Documents or other agreement in writing with the Local Authority, not without first obtaining the written consent of the Local Authority give or agree to give any licence or tenancy affecting any part of the Secured Assets nor exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred upon a mortgagor by statute or otherwise or enter into or permit any parting with possession or sharing agreement whatsoever in respect of the Secured Assets;

(o) Pay outgoing

pay all rents, rates, taxes, levies, assessments, impositions and outgoing whatsoever whether governmental, municipal or otherwise which may be imposed upon or payable in respect of the Secured Assets as and when the same shall become payable and on demand produce the receipt for such payments;

(p) Investigate title

grant, on request, all facilities to enable the Local Authority or its solicitors to carry out (at, to the extent permitted by law, the cost of the Borrower) investigations of title to any of the Secured Assets;

(q) Observe enactments

observe any and every enactment (whether now in force or hereafter coming into force) relating to or affecting the Secured Assets;

(r) Environmental Laws

(without prejudice to the generality of the previous clause) properly discharge all duties of care and responsibilities placed upon it by all applicable Environmental Laws and observe and perform all the requirements of all applicable Environmental Laws in the management, possession or occupation of

all or any part of the Secured Assets and in particular, not without the prior written consent of the Local Authority, place or allow to be placed on any part of the Mortgaged Property any waste or noxious material;

(s) Alteration or development of the Mortgaged Property

not, without obtaining (i) the prior written consent of the Local Authority, and (ii) all necessary planning permissions under the Planning Acts, make any structural or material alteration to the Mortgaged Property or any building, structure or erection forming part of the Mortgaged Property or do or permit to be done anything which is “development” or a “change of use” within the meaning of the Planning Acts or any orders or regulations under such Acts;

(t) Furnish planning permission

in the event of obtaining planning permission in relation the Mortgaged Property, produce that permission to the Local Authority within seven days of receipt of it;

(u) Carry out works to Local Authority’s satisfaction

in the event of the Local Authority giving consent to commence and proceed with any works to the Mortgaged Property or where the Local Authority agrees that any part of the Secured Liabilities are to be used for such works, without delay, carry out those works to the Local Authority’s satisfaction in accordance with the plans and specifications approved of by the Local Authority and the provisions and conditions of all applicable planning permissions under the Planning Acts and otherwise in accordance with all applicable laws and regulations;

(v) Not remove fixtures

not sever or remove or unfix any fixtures or plant or machinery from the Mortgaged Property except for the purposes of effecting any necessary repairs, or of replacing the same with new and improved models;

(w) Provide regulatory notices and notices of claims

within seven days of receipt thereof, give full particulars to the Local Authority of any notice or order or proposal for a notice or order given, issued or made by any authorised person or of any claim or proceedings which in any way relates to or affects the Mortgaged Property and will, if so required by the Local Authority, produce to it such notice, order or proposal and take all reasonable and proper steps to comply with such order or notice without delay and, at the request of the Local Authority, make or concur with the Local Authority in making any objections or representations against or in respect of any such notice, order or proposal or any appeal against any such notice, order or proposal as the Local Authority may deem expedient;

(x) Deposit title documents

deposit with the Local Authority and permit the Local Authority to retain as part of the security constituted by the Mortgage and these Conditions the documents of title of the Mortgaged Property;

(y) Inform Local Authority of additional interests

forthwith inform the Local Authority upon acquiring any additional estate or interest in the Mortgaged Property and deposit with the Local Authority and permit the Local Authority to retain as part of the security constituted by the Mortgage and these Conditions the documents of title thereof and if required by the Local Authority execute in favour of the Local Authority a mortgage over same in similar form to the Mortgage and these Conditions with any modifications the Local Authority may require;

(z) Inform Local Authority of occurrence of an Enforcement Event

immediately notify the Local Authority in writing of the occurrence of an Enforcement Event or of circumstances which make its occurrence likely;

(aa) Deposit shares in management company

deposit transfer forms completed in blank and any share certificates relating to any share or shares in any residents or management company relating to the Mortgaged Property; and

(bb) Transfer shares in management company

on written request transfer any share or shares in any residents or management company relating to the Mortgaged Property to the Local Authority or as the Local Authority may direct.

Provided if the Borrower shall fail to perform any of its obligations under this **clause 9** the Local Authority may (but shall not be obliged to) perform such obligations and for such purposes may enter upon the Mortgaged Property (without thereby becoming liable as mortgagee in possession) and any monies thereby expended by the Local Authority shall constitute part of the Secured Liabilities.

10. Enforcement**(a) Time for enforcement**

The security constituted by the Mortgage and these Conditions shall become enforceable and any of the Secured Liabilities not already payable on demand shall become due and payable on demand immediately upon and at any time after the occurrence, for any reason, whether within or beyond the control of the Borrower, of an Enforcement Event. At any time after the security constituted by the Mortgage and these Conditions has become enforceable, but subject to compliance with the Act, the Local Authority may enter into possession of the Secured Assets and exercise the power of sale and the other powers conferred on mortgagees by the Act.

(b) Enforcement Events

The occurrence at any time and for any reason, whether within or beyond the control of the Borrower of any of the following events shall constitute an Enforcement Event:

- (i)** if the Borrower fails to pay or discharge any of the Secured Liabilities when they ought to be paid or discharged; or
- (ii)** if any event (whether described as an event of default or otherwise) occurs by virtue of which any of the Secured Liabilities becomes due to be paid or discharged before the date on which it would otherwise be due to be paid or discharged; or
- (iii)** if there is a breach by the Borrower of any of the terms and conditions of this Mortgage or of any Secured Document or the Borrower fails to perform any of his or her obligations or liabilities to the Local Authority or any representation or warranty or undertaking from time to time made to the Local Authority by the Borrower is or becomes incorrect or misleading in any material respect; or
- (iv)** if an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver or similar official is appointed of the whole or any part of the Secured Assets; or
- (v)** if any judgment or order made against the Borrower is not complied with within seven days or any execution, distress, sequestration or other process is levied or enforced upon or sued out against any part of the Secured Assets; or
- (vi)** if the Borrower stops payment or declares a moratorium or becomes or is deemed to be insolvent or unable to pay his or her debts as and when they fall due or the Borrower proposes or enters into any composition or arrangement with his or her creditors generally or any class of his or her creditors; or
- (vii)** if the Borrower commits an act of bankruptcy or is adjudicated a bankrupt or becomes of unsound mind is made a ward of court or has an enduring power of attorney registered in respect of him or her self; or
- (viii)** if the Secured Assets become subject to an order or process for compulsory purchase or if any building or other structure on the Mortgaged Property is demolished or damaged so as to materially affect the value of the security created by the Mortgage and these Conditions or the Borrower surrenders his or her interest in the Mortgaged Property; or
- (ix)** if any undertaking given by the Borrower's solicitor to the Local Authority in relation to the Secured Assets is not complied with in a manner satisfactory to the Local Authority; or

(x) if the Mortgage, these Conditions or any guarantee, indemnity or other security for any of the Secured Liabilities fails or ceases in any respect to have full force and effect or to be continuing or is terminated or is disputed or becomes jeopardised, invalid or unenforceable; or

(xi) if any material adverse change occurs in the affairs of the Borrower which in the opinion of the Local Authority gives ground for belief that the Borrower may not or may be unable to perform his or her obligations under the Mortgage or these Conditions or under any facility from the Local Authority; or

(xii) if any of the foregoing events occur without the prior consent in writing of the Local Authority in relation to any person who now or hereafter has guaranteed or provided security for or given an indemnity in respect of any of the Secured Liabilities.

(b) Discretion as to enforcement

After the security constituted by the Mortgage and these Conditions has become enforceable, the Local Authority may in its absolute discretion, but subject to the provisions of the Act, enforce all or any part of the security in any manner it sees fit.

(c) Power of leasing and accepting surrenders

The powers of leasing and accepting surrenders of leases conferred on the Local Authority and any Receiver by the Act shall apply to this Mortgage and the Local Authority and any Receiver may exercise the power conferred by the Act to accept surrenders of leases for any purpose that it or he thinks fit and not just for the purpose of granting new leases under *section 112* of the Act and any new lease granted by the Local Authority or any Receiver following the acceptance of a surrender need not comply with the requirements of *section 114(3)* of the Act.

(d) No liability as mortgagee in possession

Neither the Local Authority nor any Receiver will be liable, by reason of entering into possession of a Secured Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

(e) No liability for loss

Save as provided for in *section 103* of the Act, neither the Local Authority nor any Receiver will be liable for any loss upon a realisation of the security constituted by the Mortgage and these Conditions or upon the exercise of any power, authority, right or discretion of the Local Authority or any Receiver arising under the Mortgage or these Conditions.

(f) Local Authority may exercise Receiver's powers

All or any of the powers, authorities and discretions which are conferred by the Mortgage and these Conditions (either expressly or impliedly) upon a Receiver may be exercised after the security constituted by the Mortgage and these Conditions becomes enforceable by the Local Authority in relation to all or any part of the Secured Assets both before and after the appointment of any Receiver of all or any part of the Secured Assets.

(g) Privileges

Each Receiver and the Local Authority is entitled to all the rights, powers, privileges and immunities conferred by the Act.

(h) Protection of third parties

No person (including a purchaser) dealing with the Local Authority or a Receiver or its or his agents will be concerned to enquire:

- (i) whether the Secured Liabilities have become payable or any of them remain due; or
- (ii) whether any power which the Local Authority or the Receiver is purporting to exercise has become exercisable or is being properly exercised; or
- (iii) whether due notice has been given to any person or any court order or consent obtained; or
- (iv) how any money paid to the Local Authority or to the Receiver is to be applied.

(i) Redemption of prior Security Interests

At any time after the security constituted by the Mortgage and these Conditions has become enforceable, the Local Authority may:

- (i) redeem any prior Security Interest against any Secured Asset; and/or
- (ii) procure the transfer of that Security Interest to itself; and/or
- (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed shall be conclusive and binding on the Borrower.

All principal monies, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Borrower to the Local Authority on demand and shall form part of the Secured Liabilities.

(j) Removal and sale of chattels

At any time after the security constituted by the Mortgage and these Conditions has become enforceable, the Local Authority or any Receiver may, as agent of the Borrower, remove, store and sell, at the expense of the Borrower, any chattels found on or about the Mortgaged Property and, in the absence of any charge or other security in favour of the Local Authority thereover (whether created by the Mortgage, these Conditions or otherwise), the net proceeds of sale thereof shall be payable to the Borrower on demand. The provisions of this clause shall not be construed or operate to confer on the Local Authority any right to any chattels of the Borrower or the proceeds of sale thereof which would constitute the Mortgage or these Conditions a bill of sale within the meaning of the Bills of Sale (Ireland) Acts 1879 and 1883.

11. Receiver**(a) Power to appoint a Receiver**

At any time after the Borrower so requests or the security constituted by the Mortgage and these Conditions becomes enforceable, but subject to compliance with the Act, the Local Authority may exercise the statutory power to appoint a receiver. Any receiver so appointed is herein called a “**Receiver**” (which expression shall where the context so admits include the plural and any substituted receiver or receivers). Any Receiver may be appointed by writing under seal or under the hand of any duly authorised officer or employee of the Local Authority.

(b) Powers of a Receiver

A Receiver so appointed shall have and be entitled to exercise all powers conferred by the Act. In addition, pursuant to *section 108(3)(c)* of the Act, the Borrower and the Local Authority hereby delegate the following additional powers to any Receiver:

(i) Possession

to take possession of, collect and get in the property in respect of which he is appointed or any part thereof;

(ii) Compromise

settle, adjust, submit to arbitration, compromise and arrange any claims, accounts, disputes, questions, demands, with or by any person who is or claims to be a creditor of the Borrower relating in any way to the Secured Assets which s/he or the Local Authority may reasonably think expedient;

(iii) Protect Secured Assets

(A) make and effect all repairs and insurances and do all other acts which the Borrower might do as well for the protection and for the improvement of the Secured Assets;

(B) commence and/or complete any building operations on the Secured Property; and

(C) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence,

in each case as s/he may think fit;

(iv) Appoint advisers, etc

appoint, hire and employ contractors, agents and advisors of all kinds and to discharge any such persons and any such persons appointed, hired or employed by the Borrower;

(v) Redemption of Security Interests

redeem any Security Interest (whether or not having priority to the security created by the Mortgage or these Conditions) over the Secured Assets and to settle the accounts of encumbrancers;

(vi) Take indemnity

take any indemnity from the Borrower from and against all actions, claims, expenses, demands and liabilities whether arising out of contract or out of tort or in any other way incurred by him or by any manager, agent, officer, servant or workman for whose debt, default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under the Mortgage, these Conditions or under any appointment duly made under the provisions of this clause and if s/he thinks fit but without prejudice to the foregoing to effect with any insurance company or office or underwriters any policy or policies of insurance either in lieu or satisfaction of or in addition to such indemnity from the Borrower;

(vii) Sell

sell, exchange, convert into money and realise all or any part of the Secured Assets by public auction or private contract and generally in such manner and on such terms and conditions as he shall think proper. (The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit. Fixtures, other than the landlords fixtures, may be severed and sold separately from the property containing them without the consent of the Borrower);

(viii) Lease

let or license or agree to let or license any Secured Asset for such period and at such rent or licence fee (with or without a premium) and on such terms as he may think proper and accept or agree to accept a surrender of any letting or licence of any Secured Asset on any terms he thinks fit;

(ix) Borrow money

raise and borrow money either unsecured or on the security of any Secured Asset either in priority to the security constituted by the Mortgage, these Conditions or otherwise and generally on any terms and for whatever purpose which he thinks fit. (No person lending that money shall be concerned to enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed);

(x) Legal actions

bring, prosecute, enforce, defend, and abandon all actions, suits and proceedings in relation to any Secured Asset which may seem to him to be expedient;

(xi) Receipts

give valid and conclusive receipts for all monies and execute all assurances and things which may be proper or desirable for realising the Secured Assets;

(xii) Use Borrower's name

use the name of the Borrower for all or any of the purposes aforesaid and in any legal proceedings with full power to convey any property sold in the name of the Borrower for all of which purposes the Borrower hereby irrevocably and by way of security appoints every such Receiver to be his attorney; and

(xiii) Other powers

do all such other acts or things as he may consider to be incidental or conducive to any of the matters or powers aforesaid and to exercise in relation to the Secured Assets or any of them all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same.

(c) Order of application

All monies received by any Receiver shall be applied by him in accordance with *section 109* of the Act.

(d) Costs and expenses

The Borrower shall pay the commission of any Receiver and all costs, charges and expenses incurred by the Local Authority or any Receiver (including the costs of any proceedings to enforce the security constituted by the Mortgage and these Conditions) on a full indemnity basis and they shall constitute part of the Secured Liabilities.

(e) Receiver is agent of the Borrower

Each Receiver is deemed to be the agent of the Borrower for all purposes and the Borrower alone shall be responsible for his remuneration, contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and the Local Authority shall not incur any liability (either to the Borrower or to any other person) by reason of the Local Authority making his appointment as a Receiver or for any other reason.

(f) Removal and remuneration

The Local Authority may in writing (under seal or under the hand of any authorised officer or employee of the Local Authority):

- (i) remove any Receiver appointed hereunder;
- (ii) appoint another person or persons as Receiver either in the place of a Receiver whose appointment has for any reason terminated or in addition to any Receiver already appointed; and
- (iii) fix the commission of any Receiver appointed by it without, to the extent permitted by law, being limited to any maximum rate prescribed under *section 108(7)* of the Act.

(a) Joint Receivers

If at any time there is more than one Receiver of all or any part of the Secured Assets, each such Receiver may (unless otherwise stated in any appointment document) exercise all of the powers conferred on a Receiver under the Mortgage and these Conditions individually and to the exclusion of each other Receiver.

12. Power of Attorney

(a) The Borrower by executing the Mortgage irrevocably and by way of security appoints the Local Authority and separately any Receiver as the attorney of the Borrower with power in the name or on behalf of, and as the act and deed or otherwise of, the Borrower:

- (i) to complete, amend, execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- (ii) to perform any act,

which may be required or may be deemed proper for perfecting the Local Authority's or any Receiver's title to any of the Secured Assets or for vesting any of the Secured Assets in it or him or any purchaser or for the exercise of any of the powers, rights or remedies conferred on the Local Authority and/or a Receiver by the Mortgage and these Conditions or for procuring the fulfilment of anything which the Borrower has undertaken to the Local Authority to do.

(b) The Borrower ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to lawfully do pursuant to its or his appointment under this clause.

(c) Each of the Local Authority and any Receiver shall have full power to delegate the power conferred on it or him by this **clause 12** but no such delegation shall preclude the subsequent exercise of such power by the Local Authority or the Receiver itself or himself or preclude the Local Authority or the Receiver from making a subsequent delegation thereof to some other person; any such delegation may be revoked by the Local Authority or the Receiver at any time.

13. Suspense Account

All monies paid to or recovered by the Local Authority may in the sole discretion of the Local Authority be credited to an interest bearing suspense account and may be held in such account for so long as the Local Authority may think fit pending their application from time to time (as the Local Authority shall be entitled to do at its discretion) in or towards the discharge of the Secured Liabilities.

14. Currency Clause

(a) Conversion of currencies

For the purpose of, or pending, payment or discharge of the Secured Liabilities, the Local Authority may convert any amount paid to or recovered by the Local Authority from its existing currency into such other currency as the Local Authority may think fit and any such conversion shall be effected at the Local Authority's exchange rate applicable at the time.

(b) Currency indemnity

If any amount payable by the Borrower is paid to or recovered by the Local Authority in a currency other than that in which it is required to be paid (the "**contractual currency**") and, when converted into the contractual currency at the Local Authority's exchange rate applicable at the time, leaves the Local Authority with less than the amount payable in the contractual currency, the Borrower must make good the amount of the shortfall on demand.

15. Costs

The Borrower shall pay on an indemnity basis all costs, expenses and liabilities (including professional fees and disbursements) incurred by the Local Authority or a Receiver in connection with:

- (a) to the extent permitted by law, the preparation, negotiation, execution and delivery of the Mortgage;
- (b) any registration of the Mortgage and these Conditions;
- (c) any release of the security constituted by the Mortgage and these Conditions;
- (d) the perfection, stamping and registration of title to the Secured Assets; and
- (e) the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with and the enforcement (or attempted enforcement) of the security constituted by the Mortgage and these Conditions.

All monies payable under this provision shall be payable on demand and constitute part of the Secured Liabilities.

16. Indemnity

The Local Authority and any Receiver, attorney, agent or other person appointed by the Local Authority or any Receiver under the Mortgage or these Conditions and the Local Authority's and any Receiver's officers and employees (each an "**Indemnified Party**") shall be entitled to be indemnified out of the Secured Assets in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, delict or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in the Mortgage or these Conditions; or
 - (b) any breach by the Borrower of any of its obligations under the Mortgage or these Conditions;
- or

(c) any claim for environmental liability being made or asserted against an Indemnified Party which would not have arisen if the Mortgage had not been executed and which was not caused by the wilful default of the relevant Indemnified Party,

and independently of (and in addition to any right to be indemnified from the Secured Assets) the Borrower shall indemnify on demand each Indemnified Party against all such matters.

17. Set-Off

In addition to any right of set off or other similar right to which the Local Authority may be otherwise entitled, the Local Authority may (but shall not be obliged) at any time and without notice to the Borrower set off any monies whatsoever which the Local Authority may at any time hold for the account of the Borrower (whether or not matured and regardless of where they are held and of the currency of same) against any of the Secured Liabilities. If the monies so held and the Secured Liabilities are in different currencies, the Local Authority may convert either of them at a market rate of exchange in its usual course of business for the purpose of the set off. If the relevant Secured Liabilities are unliquidated or unascertained, the Local Authority may set off in an amount estimated by it in good faith to be the amount of those liabilities.

18. Title Documents

(a) The Local Authority hereby undertakes with the Borrower for the safe custody of such of the documents of title relating to the Mortgaged Property of which it retains possession or control.

(b) The Borrower agrees that in the event of the loss or destruction of, or injury to, the documents of title relating to the Mortgaged Property, the Local Authority shall have no liability to the Borrower:

(i) if the loss, destruction or injury occurred:

(A) prior to actual receipt of the documents of title in question by the Local Authority from the Borrower or the Borrower's solicitor; or

(B) after the documents of title in question have been given by the Local Authority to some other person at the request of the Borrower and before the documents have been received back by the Local Authority, or

(ii) for any damages suffered by the Borrower as a result of the loss or destruction of, or injury to, the documents of title in question where such damages do not directly and naturally result from such loss, destruction or injury and in no circumstances will the Local Authority be liable to the Borrower for any indirect, incidental or consequential loss or loss of profit the Borrower may suffer or incur arising out of or in connection with any such loss destruction or injury.

19. Miscellaneous

(a) Security is additional

The security constituted by the Mortgage and these Conditions shall be in addition to and shall not be affected by or merge in the security created by any other Security Interest or other security or guarantee or indemnity which the Local Authority may at any time hold for any of the Secured Liabilities.

(b) Rights are cumulative

The rights of the Local Authority and any Receiver under the Mortgage and these Conditions are cumulative. Nothing in the Mortgage or these Conditions excludes or restricts any right which the Local Authority or any Receiver would have, apart from the Mortgage and these Conditions, under the general law or under any other document or agreement.

(c) No waiver

No failure or delay by the Local Authority in exercising any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

(d) Severance

(i) Each of the provisions of the Mortgage and these Conditions is severable and distinct from the others and if at any time, any such provision is or becomes invalid, illegal or unenforceable in any jurisdiction such occurrence shall not affect the validity, legality and enforceability of the remaining such provisions or affect the validity, legality or enforceability of such provision in any other jurisdiction.

(ii) Without prejudice to the foregoing, if at any time any liability in relation to the Secured Liabilities is or becomes invalid, illegal or unenforceable then, such occurrence shall not prejudice the continuing effectiveness of the security created by or pursuant to the Mortgage and these Conditions for any liability in relation to the Secured Liabilities which is not so affected.

(iii) For the purposes of this clause, the word "provisions" shall, without limiting the meaning of such word, include each clause and sub-clause of the Mortgage and these Conditions and each part of each such clause and sub-clause which is capable of being applied as a distinct provision.

20. Notices**(a) Mode of service**

Any notice, demand or other communication to be served on the Borrower by the Local Authority under or in connection with the Mortgage and these Conditions may be served on the Borrower personally or by being left at the last address of the Borrower known to the Local Authority or by posting the same by letter addressed to the Borrower at such address or by transmitting same by facsimile to the facsimile number of the Borrower last known to the Local Authority.

(b)**Time of service**

Any such notice or demand served on the Borrower shall be deemed to be served:

(i) when despatched (if served by facsimile); or

(ii) when left at any address mentioned above (if left at such address); or

(iii) when served (if served on the Borrower personally); or

(iv) one day after posting (if served by post) and in proving service of any such notice or demand sent by post it shall be sufficient to show that the notice or demand was properly addressed and posted and such proof of service shall be effective notwithstanding that it was in fact not delivered or was returned undelivered.

(c) Two or more Mortgagors

Where there are two or more persons included in the expression "Borrower" any demand or notice served on one of them (or deemed to have been so served) shall be regarded as effectively served on the other or others of them.

(d) Death of the Borrower

In the case of death of the Borrower (or where the expression "Borrower" includes two or more persons of one or more of them) and until the Local Authority receives notice in writing of the grant of probate of the will or letters of administration in respect of the estate of the deceased and, in each such case, an address of communication for his or her personal representative(s), any notice or demand or other communication by the Local Authority sent as aforesaid and addressed to the deceased shall for all purposes be deemed sufficient notice or demand by the Local Authority to the deceased and his or her personal representatives and shall be as effective as if the deceased were still living.

(e) Effectiveness of demand

Any demand for payment made by the Local Authority shall be valid and effective for all purposes of the Mortgage and these Conditions notwithstanding that the demand contains no statement of the relevant liabilities or that it inadvertently contains an inaccurate or incomplete statement of them,

but if there is an inaccuracy the Borrower shall only be liable for the correct amount of such liabilities.

21. Transfers and Dealings with the Mortgage

(a) Borrower may not dispose

The Borrower shall not be entitled to assign, transfer or otherwise dispose of the benefit or the burden of the Mortgage or these Conditions.

(b) Local Authority may dispose and deal

The Borrower hereby irrevocably and unconditionally agrees that the Local Authority may (without the need for any further consent from, or notice to, the Borrower) assign, transfer, mortgage, charge, sub-mortgage, sub-charge, declare a trust over or otherwise grant interests in, or dispose of, or otherwise vest in any person the whole or any part of the benefit of the Secured Liabilities, the Mortgage, any other related security and these Conditions and the whole or any part of its interest, rights and/or obligations in, under, over and to the Secured Liabilities, the Mortgage, any other related security and these Conditions.

(c) References to the Local Authority

Any reference to the Local Authority in the Mortgage and these Conditions shall include any assignee, transferee, mortgagee, chargee, sub-mortgagee, sub-chargee, trustee or other grantee or disposee or successor (whether immediate or derivative) of the Local Authority who shall be entitled (to the extent of such assignment, transfer, mortgage, charge, sub-mortgage, sub-charge or other grant or disposal or succession) to enforce and proceed upon and exercise all rights, powers and discretions of the Local Authority under the Mortgage and these Conditions (including, but not limited to, the setting of the interest rates and the handling of arrears in respect of the Secured Liabilities) in the same manner as if named in the Mortgage and these Conditions in place of or, in accordance with its interest, alongside the Local Authority.

(d) Liabilities secured following a transfer

For the avoidance of any doubt if the person who is for the time being the Local Authority assigns transfers or otherwise disposes of the benefit of the Mortgage and these Conditions to another person the Mortgage and these Conditions will secure unless otherwise agreed by the Local Authority all the Secured Liabilities, if any, which remain due owing or incurred by the Borrower to the Local Authority

as if that other person was named in the Mortgage in place of the Local Authority.

22. Disclosure of Information and Personal Data

(a) The Borrower hereby irrevocably and unconditionally agrees that the Local Authority may use the information (including any personal data within the meaning of the *Data Protection Acts 1988 and 2003* (collectively the “**DPA**”)) which it or they obtain and hold about the Borrower and the Secured Liabilities (“**Information**”) for the purposes of:

- (i)** servicing the Mortgage and the Secured Liabilities;
- (ii)** credit checks, which may involve automated credit scoring;
- (iii)** debt collection;
- (iv)** group reporting and management purposes;
- (v)** prevention of money-laundering, financing of terrorism and fraud, and otherwise complying with their legal and regulatory obligations;
- (vi)** any transfers or other dealings with the Secured Liabilities, the Mortgage and these Conditions; and
- (vii)** any other purposes to which the Borrower has consented.

(b) The Local Authority may share the Information, for the purposes set out in this **clause 22**, with:

(i) any (or any proposed) assignee, transferee, mortgagee, chargee, sub-mortgagee, sub-chargee, trustee or other grantee or disposee or successor and their respective officers, employees, agents and advisers;

(ii) credit reference agencies (who will add details of the search, and information as to how the Mortgage and any other credit agreements (if any) between the Borrower and the Local Authority operate, to the Borrower's records, and who may disclose this information to third parties for credit assessment purposes);

(iii) the officers, employees, agents and advisers of the Local Authority;

(iv) any person with whom the Local Authority has entered or proposes to enter into contractual relations in relation to the Secured Liabilities and/or the Mortgage or who provides or proposes to provide services to the Local Authority in connection with the Secured Liabilities and/or the Mortgage and its officers, employees, agents and advisers;

(v) regulatory bodies, law enforcement agencies and other public bodies to whom they are obliged by law to disclose the Information;

(vi) any third party which introduced the Borrower to the Local Authority;

(vii) (if there is more than one person included in the expression Borrower) the other(s) of them and their respective advisers; and

(viii) any other party to whom the Borrower has agreed they may disclose his or her Information,

each of whom may in turn use that Information for the above and other purposes which have been disclosed to the Borrower.

(c) The Local Authority may (without the need for any further consent from or notice to the Borrower) make such enquiries about the Borrower as the Local Authority from time to time consider appropriate.

(d) The use and disclosure of the Information in accordance with this **clause 22** may in certain circumstances involve the transfer of Information to countries outside Ireland, including countries both within and outside the European Economic Area, and including countries which may not afford the same level of protection to personal data as applies under Irish law. Transfers to other countries will only be carried out:

(i) for the purposes specified in this **clause 22**;

(ii) in accordance with the Borrower's instructions and/or for purposes to which the Borrower has otherwise consented; or

(iii) as otherwise required by law or regulation.

The Local Authority will use all reasonable endeavours to ensure that any transfer of the Information is to a country whose laws offer adequate protection for personal information, or alternatively that the third party to whom the Information is transferred provides adequate assurances as to the level of protection which will be given to the Information.

(e) The Borrower agrees to notify the Local Authority without delay in the event of any change in its personal circumstances, to enable the Local Authority to comply with its obligations to keep Information up to date.

(f) Where the Borrower provides to the Local Authority personal data relating to individuals (which for these purposes shall include, without limitation, any employees, agents, spouses, partners and personal representatives of the persons included in the expression 'Borrower'), the Borrower warrants that he or she is acting in accordance with the requirements of the DPA in providing that information to the Local Authority for the purposes set out in this clause and for such other purposes as have been disclosed to the Borrower by the Local Authority prior to the Borrower providing such personal data to the Local Authority.

23. Governing Law

The Mortgage and these Conditions shall be governed by and construed in accordance with the laws of Ireland.

24. Jurisdiction

(a) Submission to Jurisdiction

It is irrevocably agreed for the benefit of the Local Authority that the courts of Ireland are to have jurisdiction to settle any disputes which may arise out of or in connection with the Mortgage and these Conditions and that accordingly any suit, action or proceeding arising out of or in connection with the Mortgage and/or these Conditions (in this clause referred to as “**Proceedings**”) may be brought in such courts.

(b) Submission is not exclusive

Nothing in this clause shall limit the right of the Local Authority to take Proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

25. Process Agent

(a) Appointment of Process Agent

If there is a process agent (the “**Specified Process Agent**”) specified in the Secured Documents in respect of any person included in the expression the “**Borrower**” that person (the “**Appointer**”) hereby irrevocably authorises and appoints the Specified Process Agent as the Appointer’s process agent to accept service of all legal process arising out of or connected with the Mortgage and these Conditions and service on the Specified Process Agent (or any substitute process agent appointed in accordance with this clause) shall be deemed to be service on the Appointer.

(b) Replacement of Process Agent

If for any reason the Specified Process Agent (or any substitute process agent appointed in accordance with this clause) ceases to be able to act as process agent or no longer has an address in Ireland the Appointer irrevocably undertakes to appoint a substitute process agent resident in Ireland and advise the Local Authority thereof. Failing such appointment the Appointer hereby authorises the Local Authority to appoint a process agent on the Appointer’s behalf.

(c) Other methods of service

Nothing in this clause 25 shall affect the right to serve legal process in any other manner permitted by law. □

