

# **MORTGAGE LOAN TERMS 2016 AND MORTGAGE CONDITIONS 2016**

Northern Ireland

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# Chelsea Building Society: Mortgage Loan Terms 2016 and Mortgage Conditions 2016 Northern Ireland

Your terms and conditions are made up of 3 parts.

**Part 1** is the mortgage loan terms. These set out the terms applicable to the money we have loaned to you, including its repayment and how we will charge you interest and charges.

**Part 2** is the mortgage conditions. These set out the terms applicable to the security we have taken over your property, including what we may do with the property if you do not repay.

**Part 3** sets out some general terms applicable to the relationship between you and us.

Below is a summary of some of the key terms in this booklet. It is important that you read and consider all of the terms and conditions which apply along with your mortgage offer and any other documents we have provided to you. In the event that there is any inconsistency between the terms and conditions contained in this booklet and the provisions of your mortgage offer, the terms contained in your mortgage offer will apply.

Chelsea Building Society is operated under its own brand and with its own products as a trading name of Yorkshire Building Society. References in these terms to our interest rates or charges are therefore references to the interest rates and charges of Chelsea Building Society.

## Summary of Key Terms

<b>Monthly payments</b>	<p>It is important that you pay us on time the amount of the monthly payments.</p> <p>The monthly payments are set out in your mortgage offer and can be varied in certain circumstances. Refer to term 1.4 of your mortgage loan terms for further details.</p> <p>If your mortgage loan is a repayment mortgage, your monthly payments will include capital (the money loaned to you) and interest.</p> <p>If your mortgage loan is an interest only mortgage, your monthly payments will be made up of interest and you will still have to repay all of the capital at the end of the mortgage term. It is very important that you make arrangements to repay the amount of capital at the end of the mortgage term and regularly check to ensure that you will be in a position to repay the capital by the end of the term.</p>
<b>Our right of set off</b>	<p>If you do not make a payment on time, we can use money you have in another account with us to pay it. The account can be with Chelsea Building Society, Yorkshire Building Society or another brand of Yorkshire Building Society, including Norwich &amp; Peterborough Building Society. We will give you notice before we do this.</p>
<b>Interest</b>	<p>We will charge you interest on the amount that you have borrowed at the interest rate set out in your mortgage offer.</p> <p>Unless your mortgage offer states that your interest rate is fixed, we can vary the interest rate that applies to your mortgage loan for a number of reasons. These reasons are set out in term 4.4 of your mortgage loan terms. Please ensure that you have considered those reasons and understand that the amount you pay on your mortgage loan will increase if we increase the interest rate.</p> <p>We will give you notice either by advertisement or personally of any increase in the interest rate either before or as soon as possible after the increase takes effect. If you would prefer to repay your mortgage loan at that point you can, but you may have to pay an early repayment charge and other charges. The charges are set out in your mortgage offer. We do not have to give you notice if we decrease the interest rate.</p>

## Summary of Key Terms (continued)

<b>Immediate repayment</b>	<p>In certain circumstances we can ask you to repay immediately all the outstanding money under your mortgage, such as if you are in arrears by the amount of two or more of your monthly payments. The full set of circumstances in which we may do this is set out in term 6.1 of your mortgage loan terms.</p> <p>These terms also allow us to give you three month's notice to repay your mortgage in full. The reasons why we may do this are set out in term 6.3 of your mortgage loan terms.</p> <p>Please make sure that you understand these reasons because if we ask you to repay under one of these terms and you do not, then we could take further action against you. This could mean repossessing your property.</p>
<b>Charges</b>	<p>In addition to your monthly payments, we may make charges for items relating to your mortgage, services you ask us to provide or costs incurred because you do not keep to these terms.</p> <p>Our current list of charges (our tariff) is provided to you with these terms. You can also get a copy from our website at <a href="http://www.thechelsea.co.uk">www.thechelsea.co.uk</a>, or by telephoning our Customer Contact Centre. We can change these charges and the reasons why we may do this are set out in term 8 of your mortgage loan terms.</p>
<b>Property obligations</b>	<p>Your mortgage loan will be secured over the property set out in your mortgage offer.</p> <p>It is important that the property is kept in a good state of repair. Your mortgage conditions sets out some obligations on you in relation to maintaining the property, for example completing building work. You must also obtain our permission before you carry out certain actions in relation to the property, such as altering, extending, or letting the property.</p> <p>You are responsible for insuring the property. The property must be insured against the usual risks to a property (fire and flood for example) and for an amount that is sufficient to fully re-instate the property in the event that it is destroyed. Please refer to the mortgage conditions and your mortgage offer for further details about insuring the property.</p>
<b>Action we may take</b>	<p>We or a receiver can take certain action in relation to the property if you breach these terms, such as you fail to make your monthly payments. These actions are set out in your mortgage conditions. They include taking possession of the property and selling it.</p> <p>Although a receiver would be appointed by us, they would be acting on your behalf and you would be responsible for paying for their services.</p>

For further copies of the Terms or our Loans Administration Fee Tariff call 0345 744 6622 or look at our website at [www.thechelsea.co.uk](http://www.thechelsea.co.uk).

## GLOSSARY

**Certain words used in Parts 1 to 3 of this booklet have a special meaning. These are set out below:**

**Interest Rate** means the rate of interest shown in the Offer or the new rate of interest if we change it in accordance with these Terms.

**Loan** means any individual amount of money we have lent to you or may lend to you, as set out in an Offer, on the security of the Property. This may include, for example, any additional Loan and any other money you owe us at any time such as interest and unpaid fees and charges. You may have more than one Loan.

**Mortgage Loan Terms** means the terms in Parts 1 and 3 and the Glossary of this booklet.

**Mortgage Conditions** means the terms in Parts 2 and 3 and the Glossary of this booklet and which together are the Mortgage Conditions 2016 Northern Ireland.

**Offer** means any written offer of a Loan sent to you which results in a Loan being made.

**our, us, we** and **the Society** refer to Yorkshire Building Society trading as Chelsea Building Society and includes our successors in title and any party our interest in the Loan and mortgage is transferred to under Part 3, Term 2 of these Terms.

**Property** means the property which is security for the Loan and where appropriate includes all or any part of the Property.

**Tariff** means our Loans Administration Fee Tariff of mortgage charges which applies to your Loan. You will receive the current version with the Offer. The Tariff states the current amount of the charges which we may make under these Terms. The Tariff is subject to change from time to time in accordance with these Terms and you can always obtain the latest version on our website or from our Customer Contact Centre.

**Terms** means all the terms and conditions set out in this booklet. Where the Terms are issued with an additional Loan, Terms means Parts 1 and 3 and the Glossary of this booklet.

**you** and **your** refer to a person who is a borrower.

## **PART 1 - MORTGAGE LOAN TERMS**

### **1 Payments**

- 1.1 You must repay the Loan to us by the end of the term set out in your Offer.
- 1.2 You will make the monthly payments set out in your Offer until your Loan is repaid. These payments will start in the month after the Loan is advanced to you and will be due on the first day of the month if no other date has been arranged. The monthly payments should be made by direct debit. If you wish to change the date on which your monthly payments are made or change the method by which you make your monthly payments, you should contact us by telephoning our Customer Contact Centre.
- 1.3 If you have a repayment mortgage you will have to make monthly payments that are made up of interest and the capital loaned to you. Your payments will be calculated so that the whole Loan plus interest is repaid by the end of the term. If you have an interest only mortgage, your monthly payments will be made up of interest. You will need to make a lump sum payment at the end of the term to repay all of the capital.
- 1.4 In certain circumstances we may vary the monthly payment amount. We may do this, for example, if:
  - (a) there are changes in the Interest Rate;
  - (b) there are changes in the amount of any insurance premiums that we may pay on your behalf;
  - (c) payments are being made later or earlier than expected;
  - (d) we lend you more money;
  - (e) there is a change to your mortgage term;
  - (f) you switch your repayment type from interest only to repayment or repayment to interest only;
  - (g) we need to recover any unpaid costs or charges (including unpaid ground rent and service charges) added to your Loan;
  - (h) there is any compulsory change in law or regulation;
  - (i) there is a change in the date on which you make your monthly payments.For any change that we make to your monthly payment, we will tell you about this in advance and when the first amended payment is due. If your Loan is subject to the annual account review we may not change your monthly payment to take account of account changes in the previous 12 months until the annual account review takes place. In that case we will tell you about any change in your monthly payment because of changes to your account at the time of your annual account review. Your Offer tells you whether your Loan is subject to the annual account review and where you can find more information about how it works.
- 1.5 Where these Terms are issued with an additional Loan which is made after your first Loan, the Mortgage Loan Terms will apply to the additional Loan.

### **2 Set Off**

- 2.1 If you do not make a payment on time on any loan (or guarantee) with Yorkshire Building Society or another Yorkshire Building Society brand, we may use money in any account you have with us (including any accounts with other Yorkshire Building Society brands) to make the payment. This right is sometimes referred to as "the right of set off". We can use this right where you have accounts in your sole name and where you have a joint account.
- 2.2 We will tell you (and any joint account holder) at least 14 days before we use our right of set off for the first time and (where appropriate) if we use it again. We will also tell you after we have used our right of set off, including the date we used it and the amount we took from your account.

### **3 Interest**

- 3.1 The way we calculate interest on your Loan balance is set out in your Offer.
- 3.2 If you do not make a payment on time, you will also be charged interest at the Interest Rate on the unpaid interest that forms part of your Loan balance.

## 4 Changing the Interest Rate

- 4.1 A mortgage loan can last for a long time, so the levels of our interest and charges may change during the term. Unless your Interest Rate is stated in your Offer as being fixed, we have the power to vary the Interest Rate for certain reasons.
- 4.2 Chelsea Building Society has its own Interest Rates (which includes its standard variable rate) which are set independently of, and so may be different from, Yorkshire Building Society's Interest Rates (including its standard variable rate) at any time. This is because Chelsea Building Society is operated under its own brand and with its own products.
- 4.3 We may reduce the Interest Rate on the Loan without notice to you at any time, although if that results in a different monthly payment we will tell you before it is due.
- 4.4 Subject to any specific terms in your Offer, we can increase the Interest Rate at any time where we reasonably believe that the increase is needed for any one or more of the following reasons listed below:
- (a) to take account of any change in the costs reasonably incurred by us in managing our mortgage business and in particular providing and administering our mortgage accounts;
  - (b) to take account of changes or anticipated changes in the law or the interpretation of the law, due to regulatory requirements, decisions or recommendations of an ombudsman, regulator or similar person, any code of practice or industry guidance applicable to the conduct of our business;
  - (c) to take account of changes to the cost of money which we have to borrow from time to time in order to finance our lending;
  - (d) to take account of changes in the Bank of England base rate or the nearest equivalent rate set by the Bank of England or any body which may, in the future, take over responsibility for interest rate setting from the Bank of England;
  - (e) to take account of changes in interest rates charged by our competitors in the mortgage industry;
  - (f) to reflect a change in the credit risk in relation to our mortgage loans generally;
  - (g) to enable us to maintain the competitiveness of interest rates paid to our investors or the providers of funds to us while having regard to the interests of our borrowers and our business as a whole;
  - (h) to enable us to manage our business (and its growth) prudently.

Any increase in the Interest Rate we make for any of the reasons stated above will be reasonable and proportionate.

- 4.5 If we increase the Interest Rate, we will give you notice either by advertisement or personally of it either before or as soon as possible after the increase is to take effect. If you do not agree to the increase, you may repay the Loan but if you do this you may have to pay an early repayment charge and any other charges. The charges are as set out in your Offer.
- 4.6 For any change that we make to your monthly payment as a result of a change in the Interest Rate, we will tell you about this in advance and when the first amended payment is due. If your Loan is subject to our annual account review your monthly payment will usually not change more than once in any 12 month period to take account of changes in the Interest Rate in the previous 12 months. We will tell you what your new monthly payment will be because of those Interest Rate changes at the time of your annual account review. Your Offer tells you whether your Loan is subject to the annual account review and where you can find more information about how it works.

## 5 Charitable Donation

- 5.1 If you choose to contribute to our Small Change Big Difference Scheme, once in each year where the amount of interest payable by you on your outstanding Loan balance is not an exact multiple of £1, that amount will be rounded up to the nearest £1 and the equivalent amount of the excess (which will not exceed 99 pence) will be paid to Yorkshire Building Society Charitable Foundation to be used for charitable purposes.
- 5.2 We will not do this if you are in default on your Loan or if you (or if there is more than one of you, any one of you) tells us at any time that you would like us not to do so.

## 6 When We Can Ask For Repayment of Everything You Owe Us

- 6.1 In certain circumstances you will have to pay to us everything you owe all at once. We will only ask you to do this if:
- (a) you have failed to make payment of an amount of two or more of your monthly payments on any Loan or any other sums are due to us and you have not paid them;
  - (b) you materially or persistently do not comply with any of your obligations (other than payment of the monthly payments) to us;
  - (c) you are made bankrupt;
  - (d) you enter into an arrangement with or for the benefit of your creditors or you propose to do so; or
  - (e) the Property is compulsorily acquired (for example, a local authority forces you to sell your Property to them).
- 6.2 If you do not repay the outstanding balance when requested and we get a judgment against you for that amount or part of it, you will pay interest on the amount of that judgment at the Interest Rate or a rate set by the Court.
- 6.3 We may also ask you to repay everything that you owe on three months' personal notice in certain circumstances, which are:
- (a) any information given by you or on your behalf was, at the time it was provided, materially incorrect or misleading and would have affected our decision to provide the Loan to you;
  - (b) we have a good reason to believe that you have been involved in fraudulent or serious criminal behaviour;
  - (c) we have good reason to believe that the relationship between us has irretrievably broken down, such as physical, threatening or abusive behaviour to our staff;
  - (d) we reasonably consider that something that you have done or not done has put our security interest in your Property at risk in a material way; or
  - (e) where we reasonably consider it necessary due to regulatory or tax reasons (we would not rely on this reason without reference to and acceptance by our regulator).

## 7 Incurring Charges

- 7.1 We may charge you for services we provide or costs we incur. There are a number of specific charges which are set out in your Offer and Tariff and which form part of the price for your Loan. These will usually (but not always) be connected to specific costs for the operation of the Loan or mortgage and where you ask us to provide a document or service in connection with the Loan or mortgage, whether to you or anyone else.
- 7.2 Additionally, there are a number of more general costs which may arise through the life of the Loan. These are usually incurred because you ask us to do something or you do not keep to your obligations to us.
- 7.3 Examples of charges include (but are not limited to):
- (a) **Operation costs:** Charges may be incurred when we:
    - (i) supply or copy deeds or documents to you or anyone acting for you;
    - (ii) discharge our security or release the Property or any related rights from our security;
    - (iii) release any title deeds;
    - (iv) process any request for any change in the terms of the Loan or the mortgage;
    - (v) give you or anyone authorised by you any assistance or information in connection with the Property, the Loan or the mortgage;
    - (vi) incur third party charges in dealing with the mortgage or its discharge, such as Land Registry fees.
  - (b) **Legal costs:** Before the first Loan is made we will have to set up a mortgage over the Property to secure this and any future Loans. You will be responsible for paying the legal costs of any conveyancer who undertakes our legal work in relation to the mortgage. The Offer will state whether we are paying the whole or part of the legal costs involved in setting up the first Loan.



- (c) **Costs to safeguard our security:** You must pay us all reasonable costs which we incur to safeguard our security or because you fail to fulfil any obligations you have under the Loan or the mortgage. Where we are able to make a genuine pre- estimate (based on our mortgage lending activities as a whole) of the expenses we are likely to incur, the amount of the charge will be set out from time to time in our Tariff and will be limited to this amount. Where we cannot make a genuine pre-estimate we will charge a reasonable amount and any external costs which we may incur. Examples of activities that we may incur costs for are (but are not limited to):
  - (i) any legal proceedings and costs relating to the mortgage (this applies whether or not you are a party to the proceedings);
  - (ii) exercising any of the rights or powers given to us by law, these Mortgage Loan Terms or your mortgage conditions;
  - (iii) recovering any of the outstanding Loan;
  - (iv) insuring the Property or checking that any insurance of the Property which you have arranged is adequate for our purposes;
- (d) **Arrears Charges:** If your Loan account falls into arrears, then we will charge you arrears administration fees. The time from when we start charging these fees and the amount of these fees will be set out in our Tariff. Arrears administration fees are calculated to cover our administrative costs in dealing with those arrears. Where arrears administration fees are charged, they will be added to your Loan balance each month. Legal costs may also be charged and will be added to your Loan balance if we have to take further action.

- 7.4 We can add charges or costs to your Loan. If costs or charges are added to your Loan balance:
- (a) we will charge interest on the charge or cost from the time it is added to your Loan until it is repaid at the Interest Rate or, where there is more than one such rate, at the highest rate;
  - (b) for any change that we make to your monthly payment as a result of costs or charges being added to your Loan account, we will tell you about this in advance and when the first amended payment is due. If your Loan is subject to the annual account review we may not change your monthly payment to take account of costs or charges being added to your Loan in the previous 12 months until the annual account review takes place. In that case we will tell you about any change in your monthly payment because of this at the time of your annual account review. Your Offer tells you whether your Loan is subject to the annual account review and where you can find more information about how it works.

## 8 Changing Our Charges

- 8.1 We may change our charges at any time. Where the change is not to your advantage (for example, if we increase a charge or introduce a new one), we will only make the change for one or more of the following reasons:
- (a) to take account of, in a proportionate manner, changes in the expenses which we reasonably incur (including our reasonable management, administrative and external costs) in respect of the particular product or service provided to you;
  - (b) to take account of, in a proportionate manner, changes or anticipated changes in the law or the interpretation of the law, due to regulatory requirements, decisions or recommendations of an ombudsman, regulator or similar person or any code of practice or industry guidance applicable to the conduct of our business;
  - (c) to enable us to manage our business (and its growth) prudently.

## 9 Telling you about changes to our charges

If we make a change to our charges in the Tariff:

- (a) the new charge will be set out in the Tariff which will be provided to you personally at least once a year when changes are made;
- (b) we will tell you when you ask us to do something which incurs a charge; and
- (c) the Tariff will be available from our website or from our Customer Contact Centre.

## **PART 2 – MORTGAGE CONDITIONS**

### **1 Security**

- 1.1 You have given us security over the Property to protect us in case you do not keep to your obligations under these Terms. This Part 2 describes the circumstances in which we may enforce the security. This Part 2 also describes your obligations in relation to dealing or not dealing with the Property in a certain way whilst it forms part of our security.
- 1.2 The security over your Property may be for more than the amount that you owe us under the Loan. It will also be security for any other money that you owe to us under any other agreement, or will owe to us in the future, other than any agreements that are stated to be regulated by the Consumer Credit Act 1974.
- 1.3 Unless we agree otherwise with you, the security will not be released until all money you owe to us (whether due or not) under any agreement has been paid. This will not affect your right to repay any agreement regulated by the Consumer Credit Act 1974.

### **2 Looking after the Property**

- 2.1 As we have an interest in the Property, it is important that you maintain the value of it. There are certain actions that you must take, or must not take, unless we agree to them.
- 2.2 You must:
  - (a) keep the Property in a good condition at all times and carry out any necessary repairs;
  - (b) ensure that any unfinished building or works on the Property are completed without delay and are built to a proper standard;
  - (c) if you hold the Property under a lease, comply with all of the tenants' obligations in the lease;
  - (d) pay all existing and future rents, taxes, outgoings and rent charges affecting the Property;
  - (e) not knowingly take any action relating to the Property that is against the law;
  - (f) send us a copy of any notice or other document affecting the Property within 14 days of receiving it from:
    - (i) a landlord (if the Property is leasehold);
    - (ii) a rent charge owner (if the Property is subject to a rent charge);
    - (iii) anyone claiming a legal right over the Property;
    - (iv) any government department, local or other authority;
  - (g) allow us (by our employees or agents) to enter the Property after giving you reasonable notice so that we may:
    - (i) carry out a valuation of the Property;
    - (ii) inspect the state of repair and condition of the Property;
    - (iii) carry out or complete any work which is needed to put right any failure by you to comply with these Mortgage Conditions;
  - (h) tell us before you apply to a local authority or other similar body for any loan or grant for the repair or improvement of the Property. This is because the loan or grant may be subject to conditions requiring the whole or part of the grant to be repaid, for example, if you do not live in the Property for a certain period. You cannot accept any such loan or grant unless we agree in writing.
- 2.3 You must not do any of the following without getting our written consent first:
  - (a) transfer, assign, mortgage, obtain an extended lease of or otherwise deal with or give away the Property;
  - (b) accept the surrender of any lease or tenancy of the Property other than any tenancy we have agreed to under these Mortgage Conditions;
  - (c) alter or extend the Property;
  - (d) so long as any money is due under the mortgage no one other than you is to be registered as owner of the Property under the Land Registration Act (Northern Ireland) 1970 (in these Terms called "the Land Registration Act");
- 2.4 if the title to the Property is registered under the Land Registration Act, you agree to the registration of this mortgage as a burden on the Folio.

### 3 Use and Occupation of the Property

- 3.1 You must use the Property for residential purposes as a single private dwelling and must not change the use of the Property, or allow the Property to be used for a trade or business, without getting our consent in writing first.
- 3.2 You must occupy the Property yourself and must not, unless we have agreed in writing, grant or agree to grant or renew any lease or tenancy of the Property or give to any person any contractual or other licence or right to occupy or live in the Property.
- 3.3 If we do give consent, as a condition of allowing you to let the Property we may impose reasonable conditions including an increase in the Interest Rate (an authorised lettings loading) while the letting or occupation continues. Where you let the Property or allow it to be occupied without our consent, or where you fail to observe our conditions of letting, we may impose a higher increase in the Interest Rate (an unauthorised lettings loading) while the unauthorised letting or occupation continues. Any increase in the Interest Rate under this mortgage condition is to reflect the increased risk to our security as a result of the letting or occupation. A full explanation of the loadings and of how they are applied is set out in our Lettings Information Factsheet which is available at any time upon request from our Customer Contact Centre. The current Interest Rate loadings are also in our Tariff which is available on our website.

### 4 Insuring the Property

- 4.1 You must insure the Property. Your Property must be covered by buildings insurance for as long as it is security for money that you owe us.
- 4.2 As it is your obligation to insure the Property:
  - (a) you must maintain a comprehensive policy against all usual house insurance risks. When we refer to "usual house insurance risks" this includes (but is not limited to) fire, explosion, earthquake, storm, flood, escape of water or oil, subsidence, heave, landslip and malicious damage. The policy must be for the cost of full reinstatement of the Property, including clearing the site and paying all fees and expenses. This means that the amount of the policy must be enough to put the Property back to its original state following any amount of damage or destruction. Further details about your insurance obligations are in your Offer;
  - (b) you will tell the insurer of our interest in the Property as mortgagee and will arrange for our interest to be noted on the policy or you will insure the Property in your and our joint names;
  - (c) you will give us proof of payment of the premiums if we ask for this.
- 4.3 If the Property is leasehold and the terms of the lease provide for the Property to be insured along with other properties, then the Property will not need to be insured separately as stated above provided that:
  - (a) you tell the insurer of our interest in the Property as mortgagee and arrange for our interest to be noted on the policy;
  - (b) we or our legal advisers have approved the policy and confirmed that the insurance is in force; and
  - (c) you must ensure that the Property remains insured against all usual house insurance risks and for the cost of full reinstatement of the Property.
- 4.4 You will not do anything or allow anything to be done or not done which may make the insurance void or voidable (invalid) or which makes the insurance more difficult or expensive to obtain or maintain or affects the ability to make a claim.
- 4.5 We may settle and adjust any claims against the insurers of the Property. In the event of a payout following a claim on the policy (whether arranged by you or us), we may receive any money paid out under the claim or, if you receive it, you must hold it on our behalf and keep it separate from your other funds. We can choose whether to use any money paid under the insurance policy either to rebuild or repair the Property or reduce or pay off the sum secured by the mortgage (as long as we act reasonably, for example we will use the money to rebuild or repair the Property if this is needed to ensure the Property continues to be habitable).

## 5 Action We May Take

- 5.1 We have certain rights to take possession of the Property and deal with it in other ways if you have become obliged to pay the full outstanding balance under these Terms or have not kept to these Terms, under the Conveyancing Act 1881 (in these Terms called 'the Act') subject to the modifications made in this mortgage condition 5. We may appoint a receiver to take this action for us. A receiver is someone we can appoint to manage the Property for us. Although we would appoint the receiver, they would act for you (not us) and you would have to pay their fees.
- 5.2 We or any receiver may do any of the following to protect our position as lender to you and to protect the Property as security for the Loan and also Section 20 of the Act shall not apply:
- (a) generally manage the Property including collecting and receiving all rents, arranging any necessary repairs and maintenance, ensuring compliance with local authority requirements, maintaining, insuring, or increasing insurances and serving notices under any relevant housing legislation;
  - (b) take possession of the Property and take any action or proceedings necessary to do so;
  - (c) sell the Property (whether or not we have taken possession) for a price and on such terms as we may think fit (always ensuring that we obtain the best price possible in the circumstances);
  - (d) lease or sublease the Property, vary, renew, terminate, surrender or accept surrenders of leases, tenancies or licences over the Property for a price and on such terms and for such rent and payment as we think fit;
  - (e) sell any freehold or leasehold reversions so created (your legal adviser can explain what these are); and
  - (f) exercise, on your behalf and without having to give you prior notice or obtain your consent, all the powers and duties conferred on a landlord by legislation from time to time in force without having any liabilities or responsibilities to you as a result of doing so.
- 5.3 If we or a receiver appointed by us, take possession of the Property, you must remove all furniture and other moveable property (personal items) from the Property within 14 days and must not remove any fixed items without our agreement in writing as these form part of the Property.
- 5.4 If all furniture and moveable items are not removed within 14 days then you agree that we or the receiver may:
- (a) deal with them as your agents and at your expense;
  - (b) sell or otherwise dispose of anything which belongs to you (we or the receiver will give you any proceeds received less all expenses of the sale); and
  - (c) remove and store anything which we know does not belong to you.
- 5.5 Where more than one receiver is appointed each joint receiver may act separately and independently of any other joint receiver (unless the document appointing such receiver states otherwise).
- 5.6 A receiver may charge any amount for their services as we agree with them and you will be responsible for paying those fees. We and any receiver may also employ and pay agents to undertake some of the duties. They will be your agents and you will be responsible for their fees also.
- 5.7 The Act sets out certain rules in relation to the appointment of a receiver and the enforcement of security. It is typical for a mortgage lender to disapply certain of those rules and we do that as set out below. Please ask your legal adviser if you require further information:
- (a) Section 24(8) of the Act is amended to allow a receiver to pay any money owing by you in such order of priority as we and the receiver reasonably agree, rather than a specific order set out in those rules and to include in those payments any payment in or towards discharge of the principal money or any other sums secured by the mortgage.

## **6 When We Can Act On Your Behalf**

- 6.1 Sometimes we may need to take certain action (such as to sign documents) on your behalf to protect our security. You therefore appoint us to be your attorney to take such action where necessary. This means we are legally entitled to act on your behalf. We are appointed for as long as the mortgage remains in force securing any money you owe to us.
- 6.2 If there is more than one of you then you agree that we will be attorney for one of you and a person or persons authorised by us may act as attorney for the other(s) as necessary.
- 6.3 You give us a power of attorney authorising us and any receiver to act on your behalf to take any action which you are obliged to take under these Mortgage Conditions, including but not limited to:
  - (a) signing and completing any document which is needed to make good any defect in your title to the Property or in the mortgage;
  - (b) transferring your share or interest in any residents' society or management company, or your legal or beneficial interest in the freehold or leasehold reversion of the Property when we exercise our powers as mortgagee to sell or lease the Property;
  - (c) entering into any variation of your title to the Property in order to protect or enhance our security; and
  - (d) settling any claim made by your landlord, management company (if your Property is leasehold) or rent charge owner (if your Property is subject to a rent charge) if we think it reasonable for us to settle it in order to protect our security or maintain its value, even though you may dispute the sum claimed.

## **7 Compensation from Third Parties**

- 7.1 You may at some time be entitled to recover money or damages:
  - (a) to correct or compensate for defects or damage relating to the Property or the title to it; or
  - (b) for any breach of contract or wrongful act or omission which may have caused damage to the Property or to the title to it or caused you to accept the Property or the title to it in a damaged or defective condition.
- 7.2 If you do, you must use the money or damages recovered either towards making good the damage or defects or towards payment of the money secured by the mortgage.

## **PART 3 – GENERAL TERMS**

### **1 Joint Borrowers**

If there is more than one of you:

- (a) these Terms apply to all of you together and to each of you on your own;
- (b) each of you can be held fully responsible for keeping to these Terms.

### **2 Transferring the Mortgage**

- 2.1 We may transfer our interest in the Loan and the mortgage to another party at any time on such terms as we may decide.
- 2.2 This will not reduce your rights under the mortgage. However, as the Society will not be your mortgage provider anymore, your borrowing membership of the Society may also cease.
- 2.3 Unless the terms of the transfer state otherwise, a transferee of the Loan and the mortgage will be able to exercise all the rights, powers and remedies which we could exercise before the transfer. You will have to do everything that you have to do under these Terms for our benefit for the transferee's benefit instead (such as making payment to them).

### **3 Notices**

- 3.1 If we have to tell you something we may do so either:
  - (a) personally, which means:
    - (i) by post to your last known address (which unless you have told us otherwise means the Property); or
    - (ii) by email to any email address you have given us for this purpose; or
  - (b) by advertisement, which means advertisements in national newspapers of our choice (you can find out the current newspapers we use by telephoning our Customer Contact Centre).
- 3.2 If we give you such notice either personally or by advertisement then it will be considered as given on the following days:
  - (a) Post: The second working day after date of posting (regardless of class of post).
  - (b) Email: The day the email is sent;
  - (c) Press advertisement: The day on which the advertisement first appears in the newspapers we use.

### **4 Other Terms To Be Aware Of**

- 4.1 All communications between us may be monitored or recorded to improve the quality of our service and for your protection and security.
- 4.2 Where the Property is in Scotland or Northern Ireland and it is our policy to do so we require that we hold the title deeds to that Property. Where we hold the deeds to the Property you may ask us to send them to your legal representative or to supply extracts from or copies of the deeds to you or your representative. We can impose conditions in doing so and you may have to pay a charge for these services.
- 4.3 Each of the provisions of these Terms are distinct from each other. If one or more provisions becomes illegal, invalid or unenforceable, this will not affect any of the remaining provisions.
- 4.4 Laws and regulations imply certain terms into our agreement with you. For example, as well as the powers set out in these Terms, we and you both have some other legal rights. Unless these Terms explicitly disapply those rights, they will be applicable to you or us.

## 4 Other Terms To Be Aware Of (continued)

- 4.5 If we decide not to enforce any part of these Terms or delay enforcing it on a particular occasion, this will not affect our right to enforce the same part at a later date.
- 4.6 No person other than a party to these Terms may enforce any rights under these Terms or under any other agreement made in connection with the mortgage under the Contracts (Rights of Third Parties) Act 1999. This law allows certain people to use the rights of an agreement even though they are not a party to it, so it is excluded to ensure that this cannot happen. A party to these Terms and any related agreements includes anyone we transfer our rights to.
- 4.7 These Terms are governed by the laws of that part of the United Kingdom where the Property the subject of the Offer is situated.

### Contact Us

**Write to us at:** Chelsea Building Society  
Principal office  
Yorkshire Building Society,  
Yorkshire House,  
Yorkshire Drive,  
Bradford BD5 8LJ

**Call our Customer**

**Contact Centre on:** 0345 744 6622

**Visit our website:** [www.thechelsea.co.uk](http://www.thechelsea.co.uk)

### **CHELSEA BUILDING SOCIETY**

Our printed material is available in alternative formats  
e.g. large print, Braille or audio.

Call us on **0345 744 6622**.

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All communications with us may be monitored/recorded to improve the quality of our service and for your protection and security. Calls to 03 numbers are charged at the same standard network rate as 01 or 02 landline numbers, even when calling from a mobile.