

**Please act on our behalf to obtain a first legal mortgage over the property referred to in the mortgage offer.**

Your instructions are in accordance with:

- the mortgage offer or any amended offer; and
- the UK Finance Mortgage Lenders' Handbook (including the relevant Part 2 answers), which is hosted online at: <https://lendershandbook.ukfinance.org.uk/lenders-handbook/>. Please make sure you select the correct region. For buy-to-let cases please ensure you select "Accord Buy-to-Let" as the lender.

Conveyancers are reminded to provide, where necessary, their recommendation in accordance with paragraph 2.3 of Part 1 of the UK Finance Mortgage Lenders' Handbook.

Where the property is in Northern Ireland, please ensure that you register an inhibition over the property in accordance with clause 4 of the mortgage deed.

Where the property is in England, Wales or Scotland, and the mortgage offer states it is a Buy-to-Let or Consumer Buy-to-Let, please ensure that the property being mortgaged has a minimum Energy Performance Rating of E. The only exception to this rating requirement is where the property has a valid exemption.

In England & Wales any exemption registered on the Private Rented Sector (PRS) Exemptions Register may not pass over to a new owner or landlord of a property upon sale, or other transfer. Any existing exemption for the property will cease to exist upon a transfer of the property. Accordingly, a new owner or landlord will need to register an exemption where one applies for the property once in their ownership if they intend to continue to let the property.

In Scotland there are specific provisions in place regarding what type of building may apply for exemption. Please report to us if an exemption is in place for the property that is to act as our security in order that we may confirm the property is acceptable for lending purposes.

Our printed material is available in alternative formats e.g. large print, braille or audio. Please call us on **0345 1200 872**.

Accord Mortgages is authorised and regulated by the Financial Conduct Authority. Accord Mortgages Limited is entered in the Financial Services Register under registration number 305936. Buy-to-Let Mortgages for business purposes are not regulated by the Financial Conduct Authority. Accord Mortgages Limited is registered in England No: 2139881.

Registered Office: Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ.  
Accord Mortgages is a registered Trademark of Accord Mortgages Limited.

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.



# CHAPS PAYMENTS SERVICE TERMS AND CONDITIONS

## 1. CHAPS Payments Service

- 1.1 This electronic funds transfer service is provided by us via the Bankline product owned by Royal Bank of Scotland Group, and applies to sterling UK CHAPS payments only. It is only available to Accord Mortgages' legal advisers acting in relation to a mortgage offer or an additional loan offer. It is available from Monday to Friday. It is not available on Saturdays.
- 1.2 You must ensure that all details given to us on the Certificate of Title and Request for Funds (your "Request") are correct, including your account details and amount. You agree that we act in reliance on the details you provide in your Request.
- 1.3 You must have all necessary authorisations and approvals to receive any payments.
- 1.4 Payment requests will be executed on the day of receipt provided your Request is received prior to 12.00 midday on any working day (except Saturdays). Requests received after 12.00 midday, or on Saturdays, will be processed on the next working day.
- 1.5 You will normally receive funds on the day the payment is processed, but this timescale may be affected by factors outside our control (i.e. the need for further checks or additional information and legal or regulatory action) and transaction times cannot be guaranteed.

## 2. When we cannot accept or cancel a request

- 2.1 We will not be obliged to accept, or may cancel, a Request if:
  - (a) you do not comply with these conditions or any other terms, agreement or arrangement with us;
  - (b) we reasonably believe that fulfilling your Request would breach any law, regulation or statutory duty, or would involve us in onerous costs or expenses;
  - (c) you are not on our Conveyancing Panel, or we reasonably believe that action has been taken, or is about to be taken against you or your firm by the Solicitors Regulation Authority or any other regulatory or law enforcement authority;
  - (d) we are hindered or prevented by an event or circumstances outside our control, including the termination of the Bankline service by Royal Bank of Scotland Group;
  - (e) we believe with good reason that the instruction has not been provided by you;
  - (f) the instructions are incorrect, unclear or incomplete.
- 2.2 If we decide not to accept or to cancel any Request we will inform you as soon as possible.

## 3. Cancellation or amendment by you

We are not able to cancel or amend a CHAPS payment once it has been sent. You may ask us to recall, amend or cancel a payment only if we have not executed the Request and only if you change your instructions with enough time to allow us a reasonable opportunity to recall or amend the payment. We will make reasonable efforts to do so but we will not be liable to you if we cannot. If the Request has been executed, we will attempt to contact the beneficiary bank on your behalf. You will have to pay any service charges incurred in reversing, amending or cancelling a transaction, plus our reasonable expenses.

## 4. Our liability to you

- 4.1 We will do everything we reasonably can to rectify any errors or omissions in a Request, but we will not be liable for any loss or damage caused to you or anyone else by them. We will not be liable for failure to fulfil a Request in the circumstances set out in clause 2 above. Nor will we be liable to you or anyone else for any delay in your payment reaching, or its failure to reach, the beneficiary unless this is caused directly by our wilful default or negligence or unless we cannot prove to you that the beneficiary bank received the transfer amount.
- 4.2 Where you tell us that the payment has not reached you, we shall take immediate steps to trace the transaction and let you know the outcome. Where after making reasonable enquiries we are satisfied that the beneficiary bank has not received the payment amount, we shall re-send to you the amount of the failed payment.
- 4.3 We will not accept responsibility for any loss or damage caused by delays, interventions, interruptions or errors or failures in the transmission of the service which are outside our control or unforeseeable. If we do become liable to you, this will not in any circumstances be for any loss of profit, contracts, opportunity, goodwill or any other indirect or consequential loss.

## 5. Compliance with laws and regulations

You are responsible for ensuring that your payment complies with UK laws and regulations. In particular, you confirm that the information given in your Request is accurate and that the payment will not constitute a breach of any Anti-Money Laundering laws and regulations. If any legal or regulatory authorities require us to check details or provide them with additional information about you or the customer, or the reasons for a particular transaction, you agree to use reasonable endeavours to supply all such information promptly. If you cannot do so, we may be unable to fulfil your Request or there may be a delay in doing so. You irrevocably agree that, if required to do so by any applicable law or regulation, we or Royal Bank of Scotland Group may block or hold in suspense any funds, without paying interest, or hand them over to appropriate regulatory authorities.

## 6. General

All the terms and conditions which apply to this service are contained in this document and they cannot be changed or added to by you without our consent in writing. You may not assign your rights and obligations under these terms and conditions to anyone else without our prior written consent. If we decide on a particular occasion not to exercise, or to delay in exercising, any of our rights under these terms and conditions, this will not prevent us from exercising those rights on other occasions. These terms and conditions are subject to English law, and you agree that any disputes arising from them will be decided by the English courts.