

MORTGAGES



ACCORD MORTGAGES MORTGAGE CONDITIONS 2026

ENGLAND, WALES, SCOTLAND AND NORTHERN IRELAND



**ACCORD
MORTGAGES**

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ABOUT THESE TERMS

-  Read these terms so that you understand how your mortgage works and what you need to do. Keep the document safe so you can read it again in future.
-  If you have any questions before your mortgage starts, contact your solicitor or conveyancer. If you have questions after your mortgage starts, contact us.
-  These terms are in English. All communications with you will be in English.

We use certain icons in these terms to help you understand:

-  This provides a summary of the section to help you understand what it covers and why it is important.
-  In these terms we use examples to help explain how the terms apply. They are examples only and do not form part of the terms themselves.
-  We've highlighted important information that you should particularly note.
-  These terms cover lending in **E & W** - England and Wales, **S** - Scotland and **NI** - Northern Ireland. If we vary a term because of where your property is located, we highlight it.

If you get into financial difficulty now or in future, please contact us as soon as possible.

ACCORD MORTGAGE CONDITIONS 2026

Welcome to Accord Mortgages

Thank you for choosing Accord for your mortgage.

Accord Mortgages is part of the Yorkshire Building Society Group and we've been helping people find a place to call home for more than 150 years.

We're always looking at ways to make having a mortgage with us as simple and seamless as possible. The key to this is helping you understand the ins and outs of your mortgage, which is why we've tried to keep these terms as clear and easy to understand as possible.

They're the place to look for all the important details about how your mortgage works and what taking out a mortgage means for you. Please read them carefully alongside your mortgage offer and any other documents we've given you.

If you'd like another copy of the terms, or you'd like them in another format

The terms are available as:

- large print;
- braille; and
- audio.

To get the version that best suits your needs, call us on  0345 1200 872

You can download these terms with:

- a zoom feature so you can enlarge the text; and
- a speaking option that reads out the text to you.

How we collect and use your personal information

So we can offer you our products and services and answer your questions, we need to collect and use your personal information. Details of how we do this, and your information rights, are available at:

 accordmortgages.com

Contact us if you'd like a copy of our guide, '**How we use your personal information**'.

Unhappy with our service?

If you're not happy with our service or you think we've done something wrong, please tell us. To give us feedback or make a complaint:



VISIT

accordmortgages.com



WRITE TO US AT

Accord Mortgages
Yorkshire House
Yorkshire Drive
Bradford BD5 8LJ



CALL US

on **0345 1200 872**

We'll always work with you to try to resolve your complaint. But if you're not happy with the outcome, you may be able to refer it to the Financial Ombudsman Service. You can find out more at:



financial-ombudsman.org.uk

Help and support when you need it

We want to make it easy for you to understand your mortgage. If you have any questions or would like some help with your mortgage:



CALL US

on **0345 1200 872**



VISIT

accordmortgages.com

We may record or monitor the communications between you and us to improve the quality of our service and for your protection and security.

1. ABOUT YOUR AGREEMENT WITH US



We explain the documents that make up your mortgage agreement with us and some other important legal information.

Our agreement

When you take out a mortgage with us, you'll receive the following documents. Together they form the agreement we have with you, so it's really important you take time to read them carefully.

When we say these **terms** we mean these Accord Mortgage Conditions 2026.

When we say **the agreement** for your mortgage we mean these terms and:

- your mortgage offer – if your mortgage offer says something different to these terms, your mortgage offer takes priority as these are specific to your mortgage;
- the mortgage deed – this document gives us rights over your property and will be sent to your solicitor;
-  **S** if your property is in Scotland, this is called a standard security; and
- our Tariff of Mortgage Charges.

When we say 'we', 'us' and 'our' – we mean Accord Mortgages Limited. It includes anyone who acts on our behalf. It also includes our successors in title, which means anyone who takes over or merges with us. It includes any transferees, which means anyone we transfer some or all of our rights to under your mortgage.

When we say 'you', 'your' and 'borrower' – we mean the person or people named as the borrower in your mortgage offer and mortgage deed. If there is more than one of you, 'you' and 'your' mean all or any of you.

If you're named as a borrower in your mortgage offer and the mortgage deed but have no part in the property's ownership, you're still responsible for the loan. You must do everything you reasonably can to ensure that the property's owner complies with their obligations regarding the property. If they don't, you are all responsible for repaying our costs.

The money you owe

In these terms we refer to **your loan**, which means the amount of money we lend you on security of the mortgage as set out in your mortgage offer, and any further mortgage offer we give you – for example, if you borrow more money from us. It also includes any interest, fees and charges added to the loan and any arrears. Arrears means any amount you haven't paid in full by the date it is due for payment.

We also refer to **everything you owe**. This includes your loan and any other amounts you owe us under any other mortgages or loans.

The agreement ends when you've paid us everything you owe and we no longer have security over your property.

Legal information

Our agreement with you is governed by the laws of the country in the United Kingdom where your property is based. That means England, Wales, Scotland or Northern Ireland. The courts of the relevant country will deal with any dispute. All communications with you will be in English.

The terms and conditions in the agreement are distinct and severable from each other. This means that if one becomes illegal, invalid or unenforceable for any reason, it will not affect any of the others.

We may decide not to enforce a term or part of it, or delay enforcing it. If we do, this will not affect our right to enforce the same term or part of it at a later date.

1. CONTINUED...

Legal information (continued)

We will not recognise anyone other than you as party to the agreement, except by court order.

You agree to sign any document we may need to safeguard the mortgage or any additional security or to protect our interest in your property.

As a regulated entity, we have legal obligations in relation to the prevention, detection and investigation of financial crime - broadly preventing money laundering, fraud, tax evasion and other forms of dishonest conduct. To guard against our accounts being used for financial crime and to comply with our legal obligations, we need to understand your circumstances at the date when you applied for the loan and on an ongoing basis. This doesn't necessarily mean we suspect you of doing anything wrong or unlawful! We may, at any time, ask you for information or documentation about your circumstances - including your occupation/employment details, your residency and your sources of income, wealth and funds. We'll act reasonably in asking for information from you but where we do ask, you will need to let us have this promptly.

Transferring your mortgage

We can transfer some or all of our rights in the agreement, your loan and the security to someone else, known as the 'transferee'.

If this happens:

- it won't reduce the rights that the agreement gives you; and
- you must do everything you have to do under the agreement for the transferee, instead of us.

If we transfer our rights or we're about to do so, or we enter into or we're about to enter into an agreement under which payments are made regarding your mortgage, then we may share with the transferee:

- information and documents you gave us when you applied for the mortgage; and
- other information or documents we have about your property, the agreement, the security or how you've kept to the agreement.

You can't transfer your rights under the agreement.

Acting on your behalf

When you take out the mortgage, you appoint us and any receiver as your attorney. A receiver is someone who can legally act on your behalf. We can also delegate this power to someone else. This appointment will continue until the agreement ends. You cannot cancel it.

This allows us, or the receiver, to do anything needed to use, protect or enforce our rights under the mortgage in your name and on your behalf. This includes doing things on your behalf that you should have done, such as sign documents and enter into agreements.

It also allows us, or the receiver, to act on your behalf to obtain any documents or information that are relevant to the mortgage but held by someone else, such as your legal adviser. This includes information that is protected by legal professional privilege, which means it would otherwise be private between you and your legal adviser.

If we or a receiver do something as your attorney, it's as if you had done the thing yourself.

If you're borrowing with someone else, when we act as attorney we, or a receiver, will act for all of you together and each of you separately.

 **S** A receiver doesn't apply in Scotland.



2. WHAT IS SECURITY?



We explain what it means to give us security over your property.

When you sign the mortgage deed, you give us security over your property.

When we refer to your property, we mean the property listed in the mortgage deed.

This means you give us rights over **your property**. We explain these rights in more detail in section 11 '**If you don't keep to the agreement**'.

These rights include the right to take possession of and sell your property and use the money to repay the loan. We may also appoint a receiver to manage your property and collect rental income if your property is being let.

Our security over your property isn't only security for the loan:

- it also covers everything you owe, including under any other mortgage loan you have with us – this includes any mortgage loan you have now or in future while we still have security over your property; and
- if you're borrowing from us with someone else, it covers money any of you owe us under another agreement. This includes money you owe jointly with someone else. This is the case even if the borrowers under this agreement are different from those under the other agreement.

We can keep the security until you've paid everything you owe.



If you have mortgage loans with us for more than one property, each property will be security for the total amount owed to us on all the mortgage loans. This means we can use any money we have received from you – or hold for you – to repay amounts you have failed to pay on any of those properties. If you intend to repay a mortgage loan on one property (except your main residence), we can also ask you to repay all or any parts of the other loans you have with us at the same time.

Property rights

Property rights are your rights as the property owner. They also include any new property rights you acquire. These rights include:

- any interest in, or rights over, nearby land that is needed for the full use and enjoyment of your property;
- if your property is part of a block or larger building, any interest you acquire in the building that includes your property;
- if your property is leasehold, any rights or options you have to buy the freehold or superior leasehold, or obtain a new or extended lease; and
- any share or membership rights in a residents' association or management company.

When you sign the mortgage deed, you assign your property rights to us. This means you transfer them to us. If you can't assign them to us, you provide them as part of the security you give us for your mortgage. You agree to sign an additional mortgage deed or security document to formally add them and any new property rights you acquire to our security, if we ask you to. When you repay all the money you owe us that is secured by the mortgage deed, we'll return these property rights to you or release them from our security. If you have other mortgage loans, we can keep our security until you repay the amount you owe under the agreement and any other mortgage loans.

3. BORROWING WITH SOMEONE ELSE



We explain what it means when you borrow with someone else.

Who is responsible when there is more than one borrower?

If you are borrowing with someone else, the agreement applies to you as individuals and as a group. This means you are each responsible for the mortgage and for paying back the loan and everything you owe. It also means you will be liable as individuals and as a group for breaking the agreement's terms.

We may send communications to just one person

We may send communications to one borrower, usually the first-named person, unless there's a legal or regulatory requirement to send the communication to all of you.

3. CONTINUED

Can everyone named on the mortgage operate it?

We may accept instructions or rely on signatures and notices, and take instructions from any one of you. This includes agreeing changes to the agreement and to the Direct Debit. It also includes which account your payments come from and changes to the payment amount.

We may do all the above things unless:

- you agreed otherwise when you opened the account; or
- you tell us otherwise.

What happens if there's a dispute between joint borrowers?

If the relationship between you and any joint borrower ends, you must continue to meet your obligations under the agreement. This includes making any monthly payments.

If one borrower dies

If one of the borrowers dies, the surviving borrower will be responsible for the mortgage. This means that if one party dies, the surviving borrower must continue to meet all the obligations under the mortgage including making the monthly payments.

We understand it can be difficult when someone dies, but it's important you let us know as soon as you can. You'll need to give us appropriate proof of death. We'll then change the account so it can be operated by the surviving borrower or personal representatives, or both.

4. WHAT YOU NEED TO PAY



We explain what payments you need to make and when.

Your mortgage payments

You must repay the loan to us by the end of the mortgage term shown in your mortgage offer.

Your monthly payments are shown in your mortgage offer. You must make the monthly payments until your loan is repaid.

Your monthly payments:

- will start in the month after we advance the loan to you;
- are due on the first day of the month unless we have agreed something else with you; and
- must be made by Direct Debit unless we agree otherwise.

In addition to your monthly payments, you will need to pay your initial interest. This is interest which accrues up to the end of the month in which we provide your loan. Initial interest must be paid within 14 days of receiving your loan and we will contact you about this after completion.

If you want to change the date on which you make your monthly payments or change how you make them, please contact us – see **'Help and support when you need it'** at the beginning of this booklet.

You may need to pay other amounts on your mortgage. We explain them elsewhere in these terms, such as in section 6 **'Our fees, charges and costs'**.

All payments must be made from a UK bank or building society account.

You must tell us if you no longer live in the United Kingdom. If so, you won't be able to apply for an additional loan from us. If your mortgage offer explains that you can transfer your mortgage to another property, you won't be able to do this until you start living in the United Kingdom again.

To reduce the risk of financial crime, we can delay or refuse to process a payment or your instructions.

Types of repayment

Your mortgage offer explains if your mortgage is a 'repayment mortgage' or an 'interest-only mortgage' or a 'part-repayment and part-interest-only mortgage'.

4. CONTINUED

What's a repayment mortgage?

This is where your monthly payment is used to pay off some of the mortgage balance and some interest.

In the early years of your mortgage, more of your monthly payment goes towards paying the interest because your balance is higher.

What's an interest-only mortgage?

This is where you only pay the interest each month. This means your monthly payments only cover interest and don't reduce your mortgage balance.

If any part of the loan is payable on an interest-only basis, we may make an adjustment as part of your annual account review to ensure your balance at the end of the mortgage term is no higher than the original loan amount. This may mean your monthly payment includes an element of capital repayment. For example, this may happen if your balance has increased because we have added fees, charges or costs.

As your monthly payments do not reduce the original amount we lend you, you'll need to arrange to repay the total amount you owe at the end of the mortgage term, including any extra borrowing you have taken out.

What's a part-repayment part interest-only mortgage?

This is where you combine a repayment and an interest-only mortgage.

As some of your mortgage is interest-only, you will have a balance to repay when the mortgage term ends.

 If you have an interest-only mortgage or a part interest-only mortgage, you will need to have a plan in place to repay the balance when the mortgage term ends.

Changing your monthly payment

Your monthly payment can change. This may happen, for example, if the following change:

- the interest rate;
- how much you owe us has increased. This may go up because you borrow more money or because we add amounts to your loan such as insurance premiums, charges, fees or costs, ground rent, service charges or other amounts you haven't paid. We pay them on your behalf;
- your repayment type;
- the mortgage term; or
- the date of your monthly payment.

Your monthly payment may also change if:

- you make payment to us later or earlier than expected;
- we need to change the way we administer your mortgage because of a change in law or regulation; or
- we need to take into account how we administer our mortgage accounts. We will only do this to ensure repayment of the mortgage when the mortgage term ends.

Telling you about changes in your monthly payments

If we make a change to your monthly payment, we'll tell you about this before the new payment is due.

If your mortgage 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 any changes in the previous 12 months. We'll tell you your new monthly payment at the time of your annual account review.

Your mortgage offer explains whether your account is subject to our annual account review and how it works.

 It's important that you make your monthly payments in full and on time. If you don't, you'll break the agreement terms. This is so, even if you have a complaint about your mortgage or any other product you have with us.

4. CONTINUED

Using money to repay us

If you don't make a payment on time on any loan with us, we may make the payment using money from any account you have with us. This is sometimes called 'the right of set-off'. We can use this right if you have accounts in your sole name and you have a joint account.

For joint accounts, we can use:

- money in an account you hold jointly to pay debts you owe jointly with that person; or
- money in an account you hold in your sole name to pay debts you owe jointly with other people.

We can also use any other money due and payable by us to you.

You can't set off amounts that we or any member of the Yorkshire Building Society Group owes you against amounts you owe on your mortgage.

If you have mortgage loans with us on more than one property

If you have more than one mortgage loan with us:

- we can use money you pay us, or money we hold for you, regarding any loan to make payment that is overdue on any other loan. This is so, whether or not the loans are in your sole name or you have a joint account;
- we, or any receiver, can pay money received regarding any property that is mortgaged to us into an interest-bearing holding account for a period of time and we don't have to pay it towards repayment of any particular loan. This will only apply to a loan secured over your home if we ask you to repay everything you owe. See section 11 **'If you don't keep to the agreement'** for details of when we can do this; or
- if you tell us you want to repay just one loan, we may require you to pay all or part of any other loans you have with us. We won't do this if you want to repay a loan secured over your home.

5. HOW WE CALCULATE INTEREST



We explain the different types of interest rate and when your interest rate may change.

What interest rate do we charge you?

The interest rate and how we calculate your mortgage interest are explained in your mortgage offer. When we refer to the interest rate, we mean the rate shown in your mortgage offer or, if we change it, the new rate.

If you don't make payments due to us on time, we'll charge interest at the interest rate on the unpaid amounts including any unpaid interest.

We charge interest at the interest rate or a rate set by the court both before and after any judgement we obtain.

Variable rates

If your interest rate is a variable rate that does not track an externally set rate like the Bank of England base rate, such as a standard variable rate, we can reduce your interest rate at any time without telling you in advance. If this means your monthly payment changes, we'll tell you before your new monthly payment is due.

We can increase your interest rate at any time for certain reasons:

- to take account of any change in the costs we reasonably incur in managing our mortgage business and in particular providing and administering our mortgage accounts. This may include changes in the technology or systems we use;
- to take account of changes or expected changes in the law or its interpretation because of regulatory requirements; decisions or recommendations of an ombudsman, regulator or similar person; or codes of practice or industry guidance that apply to how we conduct our business;
- to take account of changes in the Bank of England base rate or the nearest equivalent rate set by the Bank of England or anybody that may, in future, take over responsibility for setting interest rates from the Bank of England; or
- to respond to increases in our costs for raising funds to finance our lending. These costs include:
 - o interest paid to our investors; and
 - o the cost of money we borrow.

Any increase in your interest rate we make for any of the reasons above will be reasonable and proportionate.

5. CONTINUED

Variable rates (continued)

If we change the interest rate for the reasons explained above, we'll give you notice before or as soon as possible after the increase takes effect. If you do not agree to the increase, you may repay the loan, but if you do this you may have to pay any early repayment charges and other fees shown in your mortgage offer.

In addition to the reasons explained above, we can increase your interest rate in exceptional economic or financial circumstances that we reasonably believe have had, or are likely to have, a significant effect on the United Kingdom financial system; or a significant effect on mortgage lenders operating in the United Kingdom; or our ability to manage our business prudently and in line with regulatory requirements.

If we do this, we'll always:

- respond proportionately to the circumstances causing the change;
- give you personal notice before we make such a change – the period of notice will be one we consider reasonable in the circumstances;
- tell you that your interest rate is being changed under this power and explain why we're doing it; and
- reduce your interest rate again when and as far as the relevant circumstances and the need to manage our business prudently allow.

6. OUR FEES, CHARGES AND COSTS



We explain the fees, charges and costs you may need to pay and how these may change.

As well as paying interest on your loan, you may also have to pay us fees, charges and costs.

We'll add unpaid fees, charges and costs to the loan and charge interest at the interest rate from the date we add them. To avoid paying extra interest, you can contact us to pay them - see **'Help and support when you need it'** at the beginning of this booklet.

Fees and charges shown in your mortgage offer

Your mortgage offer will say if there are any fees or charges for the mortgage product you've chosen. This can include a product fee or a mortgage exit fee payable when you repay your mortgage. If you repay some or all of your mortgage early, you may also have to pay early repayment charges. We won't change these fees or charges but new fees or charges may apply if you ask us to make an offer on a different mortgage product.

It will say in your mortgage offer if the fee or charge is added to the loan or paid separately.

Charges for services we provide or work we do regarding your mortgage

We may require you to pay charges for services we provide or work we do regarding your mortgage.

Charges cover our internal costs of providing the service or doing the work as well as the costs we have to pay other people.

We explain our most common charges in our tariff. We call these 'standard charges'. We'll send you a copy of our tariff each year. You can also find a copy on our website **accordmortgages.com**.

If we don't have a standard charge, we'll charge you a reasonable amount to cover our internal costs and any costs we pay other people.

How can we change the charges in our tariff?

We can change, add or remove charges from our tariff at any time. We'll only do this for one or both of the reasons explained below.

If we're going to carry out an activity for which we have changed a charge or introduced a new charge since we last sent you our tariff, we'll tell you the charge before we carry out the activity.

We'll only increase a charge or introduce a new charge:

- to take account of, in a proportionate way, changes in the expenses we reasonably incur for the particular product or service. These include our reasonable management, administrative and external costs, and may include changes in technology and our systems; or
- to take proportionate account of changes or expected changes in the law or its interpretation because of regulatory requirements; decisions or recommendations of an ombudsman, regulator or similar person; or any code of practice or industry guidance that applies to the conduct of our business.

6. CONTINUED

Costs

Costs are what we pay for our expenses to do with your property, the agreement or protecting our interest in your property. This includes when we pay ground rent or service charges due from you that are unpaid or when we do repairs to your property that you haven't done. We'll only pass on such costs to you if they aren't already covered in our tariff and if we have acted reasonably.

7. LOOKING AFTER YOUR PROPERTY



We explain what you need to do to look after your property.

Keeping your property safe

You must do all the following things:

- keep your property in good repair and condition and tell us immediately about any damage to your property;
- complete any building and repair work:
 - to keep your property in good repair; or
 - that is required by law or regulation;if you don't complete any building and repair work when we ask you to do so in the timeframe we give you, we have the right to enter your property to do it;
- make any payments you need to make as the owner or person living in your property. This includes paying ground rent and service charges;
- keep to any restrictions, obligations, laws and regulations that apply;
- let us know if you receive any money from third parties regarding loss or damage to your property. We may require you to use this money to fix or maintain your property or repay your mortgage;
- give us a copy of any notice, proposal or order you receive under any law or regulation that concerns your property and take any action required within 14 days. You must comply with any valid notice you receive or, if we ask, make objections or representations regarding the notice or appeal it;
- give us any share certificate or membership certificate if you're part of a management company or residents' association and give us a blank form of transfer of the shares signed by you, if we ask you to;
- inform us about actions you plan to take regarding your lease or property ownership and provide the relevant documents to evidence this. We may require you to give us security over the extended ownership;
- in line with an expert's requirements, treat any and all invasive plants and weeds, such as Japanese Knotweed, within your property's boundaries;
- tell us before you apply to a local authority or similar body for any loan or grant for the repair or improvement of your property. You must not accept any such loan or grant unless we agree to it in writing. We'll act reasonably in deciding whether or not to agree; and
- give us copies of documents or information relevant to the mortgage loan or your property if we ask for them. If we do, you'll need to let us have them promptly. We'll act reasonably in asking for information from you.

If your property is leasehold, you must do all the following things:

- keep to the terms of the lease. If you're told that you've broken the terms, you must let us know as soon as you can and take any action needed to make things right as soon as possible;
- do all you can to make sure others keep to the terms of the lease – for example, any management company; and
- let us have any notice from your landlord as soon as you can that threatens to end the lease. Take steps to ensure the landlord does not end the lease.

If you haven't met any of these requirements, you must let us know.

Other requirements you must comply with and action we can take

We can enter your property to check it. We'll usually let you know beforehand if we are going to do this. We won't be able to let you know beforehand if it's an emergency.

If you don't carry out your obligations, we can carry them out for you. If we do, you must pay our costs and we may add them to the loan. These costs include the costs of any third parties we use.

We may ask you for information about your property. If we do, you must give us this information.

7. CONTINUED

Other requirements you must comply with and action we can take (continued)

We may ask you to take reasonable actions to help charge your property, allow us to exercise our mortgage rights or simplify the process of selling your property. 'Charge' means to create a legal charge in our favour on your property at the relevant Land Registry. This can include asking you to sign documents.

If you receive:

- money regarding rights related to your property; or
- any compensation as a result of any notice or as compensation for any damage or defect in the property or the legal title to it,
you must use the money to make good any damage to which the money relates or towards repaying the loan.

Who may use and occupy your property

Your property must be used for residential purposes as a single private dwelling.

Unless your mortgage offer states that your mortgage is a 'buy-to-let' or 'consumer buy-to-let' mortgage, you must use it as the home for you and your close family and you must not let anyone else live there unless we agree otherwise. Close family includes your spouse, parents, siblings, children, grandparents, or grandchildren.

Getting our permission

You must get our written permission if you want to do any of the following things:

- change how your property is used or apply for planning consent to change how it's used. This includes using it for trade or business. This doesn't stop you using part of your property as a home office if your job involves working from home;
- changing your property that adds to or alters its structure. This includes if you apply to any planning or other authority to make changes to it;
- transferring ownership of your property – this includes selling it or giving it away;
- if your property is leasehold:
 - o surrender (give up) the lease;
 - o terminate the lease;
 - o agree to any change in the lease; or
 - o take a new lease.
- give someone else security over your property or give them rights in your property that affect our interest, such as a second or further mortgage;
- rent out your property or change the terms of a tenancy agreement in a way that is not covered by any conditions we give when we agree to any letting. We may ask you to pay the rent towards the loan. You won't need our further permission if:
 - o any new letting or change is covered by any permission we've already given; or
 - o the tenant has a right to a new or extended tenancy.
- sharing possession of your property, including letting someone except your close family live there; or
- agreeing to any new obligations or interests that affect your property, for example agreeing to give a right of way or parking space in your property to neighbouring properties.

We'll only refuse permission if we reasonably think that giving it may negatively affect us.

If we give you permission, we may base it on some conditions.

 You must get our consent if you want to build an extension or convert a basement or an attic. This is because it would add to or change the structure of your property.

If we give you permission to let your property or allow someone else to live there, these conditions include increasing the interest rate we charge. We call this an authorised letting loading. We will apply this increase while the letting or occupation continues. We can add it to a fixed interest rate.

If you let your property or allow someone else to live there without getting our permission or if you don't comply with any conditions we give you when agreeing to the letting, we may apply a higher increase to your interest rate. We call this an unauthorised letting loading. We apply the increase while the letting or occupation continues.

For more information about our authorised and unauthorised letting loading and how we apply them, please see our Letting Information Factsheet. You can request this by contacting us. See section 14 '**How we'll stay in touch**'.

Our current authorised letting loading and unauthorised letting loading are shown in our tariff.

8. INSURING YOUR PROPERTY



We explain what you need to do to insure your property.

Insuring your property

You must make sure your property is covered by buildings insurance and maintain it for as long as it is security for the money you owe us. If you're buying your property, the insurance must be in place for exchange of contracts. If you're buying in Scotland, it must be in place from the date you complete the purchase.

If your property is leasehold or commonhold and the terms of the lease or commonhold community statement require your property to be insured, you must do all you reasonably can to make sure your property is insured, and:

- give us evidence of the policy and confirm it's in force, if we ask you to, and
- keep your property insured against all the usual house insurance risks and for its rebuilding cost.

The insurance must cover your property so that if something bad happens to it, the money from a claim will pay for it to be rebuilt. The insurance must also cover usual house insurance risks.



Usual house insurance risks include fire, explosion, earthquake, storm, flood, escape of water or oil, subsidence, heave, landslip and malicious damage.

Your mortgage offer may include more details about your insurance obligations. If we ask you to show us that your property is insured, you must let us have the relevant information we ask for.

You must pay all insurance premiums on time and not do anything, or allow anything to be done, which may negatively affect the insurance.

If you don't have buildings insurance or if it doesn't cover our requirements, we may arrange insurance, but we're not obliged to. If we arrange insurance, this may cover our interest in your property, or yours, or both. If we insure your property, we'll add the cost to the loan and charge interest on it. We'll keep any commission we get if we arrange the insurance.

You must tell us straight away if any significant damage happens to your property and you'll need to make a claim.

You must use money from a claim to repair or rebuild your property unless we tell you to use it to repay your loan. We'll only do this if we reasonably think the money to repair or rebuild your property won't put it in good enough condition for your property's value to cover the loan.

Any money you get from an insurance claim for your property must be held on trust for us.

We have the right to settle any insurance claim on reasonable terms with the insurance company and you must do all you can to help us do this.

9. OUR REQUIREMENTS FOR BUY-TO-LET MORTGAGES



We explain what you need to do if we've agreed you can let your property.

Your mortgage offer will tell you if you have a buy-to-let mortgage. This kind of mortgage means you have some extra obligations. Your mortgage offer may also contain more requirements about letting your property.

If you have a buy-to-let mortgage, we agree the property can be rented out after your loan is completed. If the property is not already rented, you must make every effort to rent it out on the open market, following the requirements we set out below.

You must not live in the property yourself or allow anyone except a tenant to live there without getting our permission first. A tenant must not be anyone in your close family. Close family includes your spouse, parents, siblings, children, grandparents, or grandchildren.

When our requirements refer to specific laws or regulations, these include any amendment or replacement of them.



9. CONTINUED

Tenancy requirements – who can live there and what you need to do

When letting the property, any tenancy must meet all the following requirements:

- it is in writing between you and the tenant(s);
- it must cover the whole property;
- it must state that the tenancy cannot be transferred to another person or allow the property to be sublet without your consent;
- it must not include terms that could harm our interest as lender;
- it must not allow the tenant to renew the tenancy indefinitely;
- it must state the property is for use as a private home only, not for any other purpose;; and
- it must include a provision that no alterations are allowed to the property without your consent.

If the tenant(s) are not a company, the tenancy must also comply with the following requirements:

- it is an assured shorthold tenancy (AST), unless the property is in Wales, where it can be an 'occupation contract' that is a 'standard contract' under the Renting Homes (Wales) Act 2016; or the property is in Scotland, where it can be a 'private residential tenancy' (PRT) under the Private Housing (Tenancies) (Scotland) Act 2016; or the property is in Northern Ireland, where it can be a 'private tenancy' under the Private Tenancies (Northern Ireland) Order 2006;
- the term must be at least six months and no more than three years. This does not apply if the tenancy is a PRT in Scotland;
- if the tenancy is longer than one year, it must include a break clause allowing you or any receiver we appoint to end the tenancy after the first 12 months of the term, or at any time before the term's end date, by giving the tenant at least two months' written notice. This does not apply if the tenancy is a PRT in Scotland;
- if the tenancy is an AST, it must include a condition allowing termination under Ground 2 and Ground 8 of Schedule 2 of the Housing Act 1988; and
- if it is an AST, you must ensure that you serve notice under Ground 1 (as required by Ground 2) and Ground 2 of Schedule 2 of the Housing Act 1988 on the tenant(s) before the tenancy starts. This notice must be a separate document, not included in the tenancy agreement. A notice included in the tenancy agreement is not acceptable.

If we ask for them, you must give us certified copies of the tenancy agreement and certified copies of the notice under Ground 1 and Ground 2 of Schedule 2 of the Housing Act 1988. These must be signed by the tenant(s) to confirm they received the original notice.

When letting to companies, the following conditions apply:

- the tenancy must have a maximum term of two years;
- the tenancy must allow the landlord to end it at any time by giving notice of six months or less;
- you must not have any connection or association with the tenant company;
- the property:
 - o must not be restricted to a specific named employee in the tenancy agreement; and
 - o must be available to any employee of the tenant company, with your prior approval of the chosen employee; and
- the tenancy agreement must state that any employee living in the property does so on a service occupancy basis only.

Unacceptable tenancies

We will not allow the following types of letting:

- holiday lets;
- lettings where the property requires a licence from the local authority because it is classed as a 'house in multiple occupation' (HMO) and is subject to mandatory licensing under section 55(2)(a) of the Housing Act 2004 or if the property is in Scotland under Part 5 of the Housing (Scotland) Act 2006; or if the property is in Northern Ireland under Part 2 of the Houses in Multiple Occupation Act (Northern Ireland) 2016.

For other cases where compulsory licensing does not apply, you must:

- o ensure any required licence is obtained before the letting begins;
- o renew the licence when needed; and
- o comply fully with all licence conditions.

Our legal adviser must confirm that any property requiring an HMO licence is properly licensed before the loan is completed;

- lettings where a licence is required for reasons other than being an HMO or is in an area where all landlords must be licensed as a matter of course;
- lettings where the tenants have a right of first refusal if the property is sold, whether under the Landlord and Tenant Act 1987 or otherwise. or
- lettings to the following individuals or organisations:
 - o any member of your close family. Close family includes your spouse, parents, siblings, children, grandparents, or grandchildren;
 - o someone with diplomatic immunity;

9. CONTINUED

Unacceptable tenancies (continued)

- o a local authority;
- o a housing association; or
- o in England, anyone who does not have the legal right to rent under section 21 of the Immigration Act 2014.

Tenants

Everyone aged 18 or over living in the property must be a tenant. If there is more than one tenant, they must all be included in a single tenancy agreement, with a maximum of four tenants allowed on the tenancy agreement.

Changes by the tenant

You must not do the following without getting our permission first:

- allow the tenant to make any alterations to the property; or
- allow the tenant to transfer the tenancy or sublet the property.

Leasehold properties

If the property is leasehold, the tenancy must not break any provisions in the lease.

You must get any necessary consents from the landlord or superior landlords under the lease before signing a tenancy agreement.

Untenanted properties

You must let us know straight away if the property is untenanted for longer than one month.

Keeping your buy-to-let property safe and in good order

You must follow all legal requirements for repairing and maintaining the property, as well as health and safety rules – including those that apply specifically to rented properties.

For example, this includes complying with laws and regulations about:

- electrical equipment;
- electrical standards for rented properties;
- gas safety;
- fire safety, including furniture and furnishings;
- smoke and carbon monoxide alarms; and
- energy efficiency.

Deposits

You must follow all current legal rules for tenancy deposits, including the requirement to place deposits in an approved deposit scheme, as required by law, such as the Housing Act 2004 or the Renting Homes (Wales) Act 2016 or in Scotland the Housing (Scotland) Act 2006 or in Northern Ireland the Private Tenancies (Northern Ireland) Order 2006.

Insurance

Letting the property may affect your buildings or contents insurance or both. You must ensure all insurance policies for the property, including buildings insurance, allow the property to be let and remain valid.

Providing information to tenants

You must follow all laws and regulations about giving information to tenants.

For properties in England, this includes requirements under the Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015 and sections 21A and 21B of the Housing Act 1988. Specifically, you must give tenants:

- a valid energy performance certificate;
- a current gas safety certificate;
- the 'How to Rent' guide from the Department for Communities and Local Government; and
- a valid electrical inspection report.

For properties in Wales, you must comply with Chapter 2 of Part 3 of the Renting Homes (Wales) Act 2016 about giving information to contract holders.

9. CONTINUED

Providing information to tenants (continued)

For properties in Scotland, you must comply with the Private Residential Tenancies (Information for Tenants) (Scotland) Regulations 2017. They require you to give the tenant the Easy Read Notes for the Scottish Government Model Private Residential Tenancy Agreement or the Private Residential Tenancy Statutory Terms Supporting Notes. You must also comply with the landlord's duty to repair and maintain the property (repairing standard) under the Housing Scotland Act 2006 including giving the tenant on entry (i) an electrical installation condition report, (ii) a portable appliance test, (iii) a gas safety certificate, and (iv) an energy performance certificate. You must ensure these safety certificates are kept up to date.

For properties in Northern Ireland, you must comply with Part II of the Private Tenancies (Northern Ireland) Order 2006.

Complying with legal requirements

You must ensure the property has any necessary planning permission for its use.

You must also follow all current legal requirements regarding the property or its letting.

Extra requirements if the property is in Wales

If the property is in Wales, you must register with Rent Smart Wales under Part 1 of the Housing (Wales) Act 2014.

If you plan to manage the property yourself, you must:

- get a licence from Rent Smart Wales;
- keep the information in your licence application up to date;
- comply fully with all the licence conditions; and
- comply fully with the Rent Smart Wales Code of Practice.

If you use a letting or managing agent, you must ensure the agent is properly licensed as described above and complies fully with the Rent Smart Wales Code of Practice.

You must comply fully with the Renting Homes (Wales) Act 2016.

New lettings

To ensure our letting requirements are met, you must use a qualified legal adviser or a letting agent who is a member of one of the following trade bodies for any new tenancies created after the loan starts:

- Association of Residential Letting Agents (ARLA);
- Corporate members of the National Association of Estate Agents (NAEA) specialising in lettings and management;
- Royal Institute of Chartered Surveyors (RICS);
- The Property Ombudsman (TPO);
- UK Association of Letting Agents (UKALA);
- National Approved Letting Scheme (NALS);
- Scottish Association of Landlords (SAOL); or
- The Landlords Association for Northern Ireland (LANI).

Tenancy not binding on us

If you create a tenancy that does not follow our requirements, we will not approve it and it will not apply to us. This means that we, or someone acting on our behalf such as a receiver we appoint, can take back possession of the property without considering that tenancy.

No sale and rentback

You must not buy the property and then rent it back to the seller. The seller must also not have bought the property under these terms.

Our legal adviser will check there are no such arrangements and must tell us if any exist or are planned.

Valuations

We may carry out valuations of the property, but we'll give you reasonable notice and won't do more than one valuation in a 12-month period.

We'll decide the type of valuation, such as a physical inspection or a desktop review. The valuation is for our use only, and you won't receive a copy.

You must pay for each valuation. The fee is listed in the tariff, and you can contact us to check the amount.

10. IF YOU HAVE AN OFFSET MORTGAGE WITH US



We explain what you need to do if you have an offset mortgage.

Your mortgage offer will tell you if you have an offset mortgage. This section 10 'If you have an offset mortgage with us' only applies if you do.

Certain words have certain meanings in this section of the terms.

The **Society** means Yorkshire Building Society.

A **savings account** means an account with the Society in our name as trustee for you, where we have agreed that the money in the account is to be set off against the loan for the purposes of calculating interest on the loan.

An **offset account** means your loan and one or more savings accounts that are opened for you with the Society.

If you have an offset mortgage, some additional terms apply to your mortgage. We've detailed these below.

What is an offset mortgage?

An offset mortgage allows you to link your mortgage loan with one or more of your savings accounts so that the amount of interest you pay on your mortgage is reduced or 'offset' by what you have in your savings accounts.

How does the offset mortgage work?

No interest will be paid on the money in your savings account. Instead, we treat the money in your savings account as if it reduces your loan balance when calculating the interest on your loan.

At the end of each day, we calculate the difference between your loan balance and the amount in your savings account. If your loan balance is higher than your savings, we charge interest on the difference.

Changing your monthly payment

If you have an offset mortgage your monthly payment may also change if the savings balance in your savings account changes.

Further details are explained in your mortgage offer.

How we calculate interest

If your loan has different parts, we will apply the balance in your savings account to reduce the interest we charge on your loan in this order:

- loans with the highest interest rate first, then lower rates;
- variable interest rates first, then fixed rates;
- the most recent loan parts first, then older ones;
- loans repaid on a repayment basis first, then interest-only loans;
- loan parts in order, starting with the highest number.

Our savings account requirements

You must have at least one savings account with the Society.

By applying for an offset mortgage with us, you allow us to open and manage the savings account(s) for you as trustee.

You won't be a member of Yorkshire Building Society or have membership rights. Any legal rights about appointing or removing trustees won't apply to these arrangements.

You can have up to three savings accounts, but they must belong to a borrower named in the mortgage offer.

You don't need to keep a minimum amount of money in the savings account, but the account must not go overdrawn.

The Society's terms for the savings account and how to manage it are included in the Offset Savings Terms, provided alongside this booklet.

10. CONTINUED

Our savings account requirements (continued)

We hold any money in the savings account as security for any unpaid amounts you owe us under this agreement. Once your loan is completed, we notify the Society about this security. If you don't pay what you owe when we ask you to, we can require the Society to pay us money from the savings account to cover what you owe. We will inform you if this happens. Until then, you can use the savings account as normal.

If there is either:

- no savings account or the only savings account belongs to someone who isn't a borrower; or
- there is a legal or regulatory change that requires the Society to deduct tax from the savings account, or stops the Society offering the savings account as part of the offset mortgage,

then we may move your loan to a different mortgage product with similar terms, or you can pay off the loan immediately – but you will need to pay any fees or charges shown in your mortgage offer.

11. IF YOU DON'T KEEP TO THE AGREEMENT



We explain when we may ask you to repay your mortgage immediately.

If you are in financial difficulty or think you may be in financial difficulty in the future, please contact us as soon as possible.

If you don't keep to your obligations under the agreement and it's so significant that we may take steps to end the mortgage, this is called a **default**. A default is also when certain events happen, such as you miss your payments or become the subject of insolvency proceedings. We explain this below.

If default happens, we can write to you to demand that you pay us everything you owe immediately.

You'll be in default if any of the things in the following sections happen.

You pay late

You're in default if:

- your arrears are equal to 2 monthly payments or more. If you have a buy to let mortgage, you're in default if your arrears are equal to 1 monthly payment or more;
- you owe us any other amount equal to 2 monthly payments or more. If you have a buy to let mortgage, you're in default if you owe us any other amount equal to 1 monthly payment or more; or
- you don't pay everything you owe when the mortgage term ends

This doesn't apply if you're keeping to an arrangement where we've allowed you to pay late.

You break the agreement

You're in default if you break any other term of the agreement that doesn't require you to pay money. However, we may agree to waive the default if we consider the default to be minor and you put it right quickly.



You're in default if you do major structural alterations without getting appropriate planning permissions or consents.

The information you gave us wasn't correct

You're in default if you gave us information that is false, incomplete or misleading and we wouldn't have lent you the money had we known the correct information.

You're made bankrupt

You're in default if a bankruptcy order is made against you.



S This is called a sequestration order in Scotland.

You enter an individual voluntary arrangement

You're in default if you put or take steps to put an individual voluntary arrangement in place with the people or organisations you owe money to.



S This is called a trust deed or debt arrangement scheme in Scotland.

11. CONTINUED

A receiver is appointed or another of your lenders exercises their rights against you

You're in default if another lender with any security over your property or with security over any other property you have mortgaged to us:

- appoints a receiver;
- takes possession of property belonging to you; or
- does any of the things we set out in section 12 **'What we can do when you're in default'** or takes steps to do so.

 **S** Appointing a receiver doesn't apply if your property is in Scotland.

If your property is leasehold and you break the lease

You're in default if your property is leasehold and you've broken the terms of your lease. This includes not paying your ground rent or service charges.

You're involved in financial crime or other serious criminal activity

You may be in default if we reasonably believe you're involved in financial crime or other serious criminal activity.

You fail to comply with a reasonable request for information

You are in default if we make a reasonable request for information or documentation about your circumstances and you fail to provide this promptly. You are also in default if you provide us with false or deliberately misleading information or documentation at any time. Our financial crime-related obligations and why may need to ask for such information are explained at section 1 **'About your agreement with us'**.

You die

You're in default if you die. If you're borrowing with someone else, you're in default when the last of you dies.

There is a compulsory purchase order on your property

You're in default if:

- there's a compulsory purchase order on your property; or
- the government or another public body takes possession of your property or any part of it.

We can also give you three months' notice to repay the loan if:

- we have good reason to believe that the relationship between you and us has irretrievably broken down, perhaps because of physical, threatening or abusive behaviour towards our staff; or
- we reasonably consider it necessary for regulatory or tax reasons (but we won't rely on this before we have had our action accepted by our regulator).

12. WHAT WE CAN DO WHEN YOU'RE IN DEFAULT



What we can do if you don't meet your obligations under the agreement.

If you're in default and we've asked you to pay everything you owe, we can immediately take steps to:

- repossess your property. This means we can take control of your property from you. If you're occupying your property, you'll have to leave. If you don't, we'll regard you as wrongfully occupying your property;
- sell your property. We can do this even if we've not taken possession of it. We can then use the money from the sale to pay everything you owe;
- appoint a receiver (we can't do this in Scotland) who can take these actions too; and
- delay or refuse to process a payment or your instructions in order to reduce financial crime risk.



The Property Acts are:

- if your property is in England or Wales, the Law of Property Act 1925;
- if your property is in Scotland, the Conveyancing and Feudal Reform (Scotland) Act 1970; and
- if your property is in Northern Ireland, the Conveyancing and Law of Property Act 1881.

When we refer to the Property Acts in these terms, we also mean any changes to them. This includes new laws that replace them in the future.

12. CONTINUED

 **E & W**  **NI** In England and Wales, the restrictions in section 103 of the Property Acts say we can't use our power to sell your property until certain conditions are met, but we legally choose not to apply these restrictions. In England and Wales, if they did apply and we issued notice asking you to make payment, we'd have to give you three months' notice before exercising our right to sell. If the property is in Northern Ireland, the same will apply.

 **E & W**  **NI** In England and Wales, we also legally choose not to apply the restrictions in sections 99 and 100 of the Property Acts. These sections set out some specific powers about dealing with a property, but we or a receiver may deal with the property in any way we see fit provided that we or they act reasonably and don't breach this agreement. If the property is in Northern Ireland, the same will apply.

 **E & W**  **NI** In England and Wales, section 109(8) of the Property Acts is amended to allow a receiver to use any money it receives to repay any money owing by you in the priority we and the receiver agree, rather than a specific order set out in those rules. This applies only if we or the receiver act reasonably and don't break this agreement. If the property is in Northern Ireland, the same will apply.

We can use the other enforcement rights and powers given to lenders under the Property Acts and any other laws and regulations. These rights and powers include the ability to take a surrender of a lease and to insure your property. This is in addition to our ability to take possession of your property, let it or sell it.

If we or any receiver takes possession of your property, we may remove, store, sell or dispose of goods or animals you leave at your property. We aren't responsible for any loss or damage caused by doing so unless we don't take reasonable care.

We or any receiver can also do the things in the following sections or employ someone to do them for us.

Look after the property

Carry out repairs and improvements to your property. This includes doing building work and applying for planning permission and other consents.

Manage your property

This includes:

- extending, ending, renewing or accepting a surrender of any lease or tenancy agreement. We can also agree changes to the leases and tenancy agreements;
- grant leases or tenancy agreements; and
- collect rent being paid by any tenant of your property. We can use this to pay the money you owe us.

Change the terms of the lease

If your property is leasehold, agree changes with the landlord to extend or change the terms of the lease.

Grant rights over land you own

If you own other land, we may give others the right to access and use it. We'll only do this if it's reasonable and necessary to protect or increase your property's value or if you agree it with us.

How we apply any money received when your property is sold

If your property or any additional security is sold, we'll apply the money we receive in the following order:

- first, to pay everything you owe – this includes any costs associated with the sale;
- next, to pay any other money the mortgage deed gives us security for;
- next, to pay off anyone we know has a right to it such as another lender or pay it into court funds; and
- finally, we'll pay you any remaining amount. If we can't find you, we can pay any surplus into an account in your name that you agree we can open for this purpose.

If we sell your property for less than everything you owe, you'll still owe us the difference. We may continue to charge interest on it at the interest rate until you pay us. This also applies if we allow you to sell your property for less than everything you owe us.

13. RECEIVERS



This explains what receivers are, what rights they have and who they act for.

i A receiver is someone we can appoint to manage your property and to sell or rent it out. This includes receiving rent and other income. We appoint the receiver and they take full responsibility for managing your property. The receiver acts on your behalf. You'll be responsible for their costs as well as for what they do. Their costs include both the amount they are paid and their costs. The amount they are paid must be reasonable.

S A receiver can't be appointed in Scotland.

More than one person can be appointed as a receiver. If more than one person is appointed as a receiver, they can use their powers independently of each other.

A receiver may use and pay other people to carry out work that's needed. They can't appoint another receiver.

They'll have the rights explained in section 12 **'What we can do when you're in default'**.

They also have the following rights. They can:

- use all the powers of a receiver under the Property Acts or the agreement;
- do anything you can do as owner of the property;
- insure your property;
- make arrangements with former or current tenants of your property or enforce their obligations;
- take action to surrender or terminate any tenancy;
- take action to get possession of all or part of your property;
- grant new leases;
- receive money payable to you regarding your property and any rights or claims you have over it; and
- receive any money from insurance policies, guarantees or other compensation regarding your property.

Money collected by the receiver will be used in the following order:

- first, to pay anyone who has a right to be paid first;
- next, to pay the receiver's own costs regarding their appointment and how they've used their powers;
- next, to pay the receiver's own wages;
- next, to reduce or pay off everything you owe under your agreement with us; and
- next, to pay anyone who has a right to it such as another lender with a mortgage over your property.

Finally, they'll pay any remaining amount to you.

The receiver isn't required to pay everything you owe in any particular order. They can choose.

We can remove a receiver by telling you.

14. HOW WE'LL STAY IN TOUCH



We explain how we'll tell you things related to the agreement.

If we need to tell you something, we'll write to you by post or email or advertisement.

How we'll contact you	Where we'll send it	When we'll assume you've received it
Post	The address you've given us	On the second working day after posting
Email	The email address you've given us	On the day we send the email

In future, we may contact you using any other appropriate method we tell you about.

It is important that you tell us if you change your address or email address.

HOW TO GET IN TOUCH WITH US - WE'RE HERE TO HELP



VISIT

accordmortgages.com



CALL US

on **0345 1200 872**



WRITE TO US AT:

Accord Mortgages
Yorkshire House
Yorkshire Drive
Bradford BD5 8LJ



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

Please call us on **0345 1200 872**.

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