

**PLEASE ACT ON BEHALF OF YORKSHIRE BUILDING SOCIETY
(TRADING AS CHELSEA BUILDING SOCIETY) TO OBTAIN A FIRST LEGAL MORTGAGE OVER THE
PROPERTY REFERRED TO IN THE MORTGAGE OFFER AND THE OTHER DOCUMENTATION SENT.**

Chelsea Building Society is operated under its own brand and with its own products as a trading name of Yorkshire Building Society.

Please note that these instructions differ from those of Yorkshire Building Society.

Your instructions are also in accordance with:

- The UK Finance Mortgage Lenders' Handbook for (including the relevant Part 2 answers), which is hosted online at: **lendershandbook.ukfinance.org.uk/lenders-handbook/**
Please make sure that you select the correct region.
- The mortgage offer or any amended offer.

You will note that the mortgage and all connected legal documentation will be entered into by 'Yorkshire Building Society (trading as Chelsea Building Society)'.

The figure to be inserted into the 'Mortgage Advance' section of the Certificate of Title and Request for Advance is the gross figure shown on the mortgage offer before any deductions (e.g. a retention, higher lending charge) are made.

In England, Wales and Northern Ireland, please ensure that you register a restriction/inhibition (as relevant) over the property in accordance with clause 4 of the mortgage deed.

Our printed material is available in alternative formats e.g. large print, braille or audio. Please call us on **0345 7446 622**.

Chelsea Building Society and the Chelsea are trading names of Yorkshire Building Society. Yorkshire Building Society is a member of the Building Societies Association and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Yorkshire Building Society is entered in the Financial Services Register and its registration number is 106085. Principal Office: Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ.

All communications with us may be monitored/recorded to improve the quality of our service and for your protection and security.
Call 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 NatWest Group, and applies to sterling UK CHAPS payments only. It is only available to Yorkshire Building Society's 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 or 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 NatWest 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 recall, cancel or amend a CHAPS payment once it has been sent. Before it is sent you may ask us to amend or cancel (but not recall) 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 amend or cancel 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 (if any such option is possible), 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 to – or failure of – the payment reaching the beneficiary. This is unless it was caused directly by our wilful default or negligence, or unless we can't prove to you that the beneficiary's 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 any payment you receive 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 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 NatWest 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.