

Leeds Building Society Mortgage Conditions

2025 (Scotland)

These are the Leeds Building Society Mortgage Conditions 2025 (Scotland) made by Leeds Building Society on 17 September 2025 and registered in the Books of Council and Session on 23 September 2025.

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This is an important legal document. These **conditions** set out how **your** mortgage works, **our** rights and powers, and what **your** obligations are over the life of **your** mortgage. **We** refer to the documents making up **your** mortgage as the '**agreement**'.

The **agreement** is made up of:

- these **conditions**.
- **your** application: the information and declarations that **you** have given in **your** mortgage application.
- mortgage offer: the mortgage offer provides all of the information that is specific to **your** mortgage, such as how much **we**'re lending to **you** and the applicable **interest rate**. **We** may give **you** other mortgage offers in the future. **We**'ll do this if **we** lend **you** more money, or **you** ask **us** to make changes to **your** mortgage. If **your** mortgage offer says something different to other documents that form part of the **agreement**, the terms of the mortgage offer will apply.
- mortgage deed: the mortgage deed creates a standard security over **your property**. It gives **us** rights over **your property** if **you** break the **agreement** to take possession of and sell **your property**. It gives **us** security for all **the money you owe us**, including any additional money **we** lend **you**.
- tariff of mortgage charges: the tariff of mortgage charges (or tariff) sets out **our** standard charges and costs that **you** may have to pay during the life of **your** mortgage. This is available at leedsbuildingsociety.co.uk/mortgages/tariff-of-mortgage-charges. Or **you** can visit **your** local branch or call **us** on 03450 50 50 75 for a printed copy.
- the rules of the **Society**: if **you**'re a qualifying borrowing member of the **Society**.
- any other document entered into in connection with **your** mortgage. For example, any additional security documents **we** ask **you** or a third party to enter into in connection with **your** mortgage.

The **agreement** lasts until **you**'ve paid **us** everything **you** owe **us** under the **agreement**, and **we** no longer have a standard security over **your property**.

It's important that **you** read all the parts of the **agreement** and keep them together in a safe place in case **you** need to look at them in the future.

If there's anything **you** don't understand, or have any questions before **your** mortgage starts, please speak to **your** legal adviser. After **your** mortgage has started, please speak to **us** if **you** have any questions about the **agreement**.

If at any time, **you**'re worried about paying **your** mortgage or if **you**'re having difficulty managing **your** finances, including because of ill health, please tell **us** straight away. **We**'ll work with **you** to understand **your** circumstances and explore the options available.

If **you** don't make **your monthly payments**, or keep to **your** obligations under the **agreement**, **we** may need to obtain a court order so that **we** can repossess and sell the **property**.

How to contact us

Call us:

- 03450 505 075 – general enquiries
- 03300 081 604 – 24 hour automated line for making payments or requesting statements
- 03450 505 062 – additional lending applications or changes to **your** mortgage

Visit a branch

You can find **your** nearest branch at: leedsbuildingsociety.co.uk/find-a-branch

Giving you notice

In these **conditions we** sometimes say **we'll** 'give **you** notice'. **We'll** give **you** notice when **we** want to give **you** important information about the **agreement**, an action **we're** taking, or **we** need **you** to do something. Please see **condition 18** 'How we'll communicate with you', which explains how **we'll** give **you** notice.

1. Key terms you need to know

Certain words used in these **conditions** have a special meaning. **We've** explained the meanings of them below.

arrears	any part of a monthly payment which you should have paid us but haven't.
borrower and you	the person(s) named in the mortgage offer. If there is more than one of you , ' you ' and ' your ' means all or any of you . This includes any of your personal representatives and anyone who takes over your obligations under the agreement .
interest rate	the rate of interest we charge on the money you owe us set out in your mortgage offer. If your mortgage is made up of more than one part, each part may have a different interest rate .
loan	the money we lend to you stated in your mortgage offer that is secured against the property . If we lend you additional money, this will be a separate loan , which we call ' additional borrowing '.

monthly payment	the monthly payment set out in your mortgage offer which may be changed from time to time under these conditions .
mortgage term	the length of time you can use to repay the loan set out in the mortgage offer. If your mortgage is made up of more than one part, each part may have a different mortgage term .
payment day	the date you pay us your monthly payment each month. This will be a date between 1st and 25th of the month.
property	the property described in the mortgage deed and includes all or any part of the property and fixtures and fittings.
property acts	The Redemption of Standard Securities (Scotland) Act 1971; and The Conveyancing and Feudal Reform (Scotland) Act 1970. This is important legislation which sets out when we can use our rights and powers over your property .
Society, we, our and us	Leeds Building Society or anyone who takes over our legal rights or duties under your mortgage, or merges with, the Society . If we transfer any of our rights under the mortgage to someone else, ' we ' also means the person we transfer them to.
the money you owe us	the money you owe us is the total amount you owe us under this agreement . It includes the loan , plus interest, fees, charges or costs and any arrears which you owe at any time.

2. Membership of the Society and the rules

Most customers of building societies become 'members' of it. As a mutual organisation, the **Society** is owned by, and run for, the benefit of its members. When **you** sign **your** mortgage deed, **you** automatically become a 'borrowing member' of Leeds Building Society. If **you're** a sole **borrower** or a first named joint **borrower**, this gives **you** certain rights to vote on and participate in votes which are put to members of the **Society**, while **you're** a member.

- 2.1 **You** can find a copy of the rules on **our** website at leedsbuildingsociety.co.uk/your-society/about-us/rules. Alternatively, **you** can visit **your** local branch or call **us** on 03450 50 50 75 for a printed copy.
- 2.2 Members of the **Society** must follow the rules. **You** agree to follow the rules while **you're** a member of the **Society**. If there is a conflict between what the rules, the mortgage offer and the **conditions** say, the documents are prioritised in the following order:
 - (a) the mortgage offer;
 - (b) the mortgage deed;
 - (c) the **conditions**; and
 - (d) the rules.

About your mortgage

3. What you have to pay

It's important **you** pay **your monthly payments** on time. **You** must repay all **the money you owe us** by the end of the **mortgage term**. If **you** don't do this, **we** can continue to apply interest to any remaining amount at the **interest rate** until it's fully repaid.

- 3.1 **Your** mortgage will end when **you** pay back all **the money you owe us**, and **we** no longer have a standard security over the **property**.
- 3.2 **You** will pay **us**:
 - (a) all **the money you owe us**, including any amounts unpaid at the end of the **mortgage term**;
 - (b) interest at the **interest rate** set out in **your** mortgage offer until all **the money you owe us** has been repaid;
 - (c) all fees, charges and costs when required under the **agreement**; and
 - (d) interest on fees, charges and costs at the **interest rate** from the date **we** require payment of the fee, charge or cost until they are paid. Interest will be payable when **we** ask for it and will be applied daily.

If interest on fees, charges or costs isn't paid when **we** ask, **we**'ll charge interest on the unpaid amount. This means **you**'ll pay interest on the interest **we**'ve already charged **you**. This will be calculated in the same way as interest on the **loan**. If **you** have **additional borrowing**, it will be calculated in the same way as interest on the earliest **loan**.

- 3.3 If **you**'re borrowing with other people, the **agreement** applies to all of **you** together and each of **you** separately. This means **you**'re each responsible for **the money you owe us** as individuals, and **you**'re also responsible as a pair or a group. **You** must continue to do what the **agreement** asks **you** to do, even if the relationship between **you** ends.
- 3.4 If **we** have to take possession and sell the **property**, and the money from the sale isn't enough to pay off all **the money you owe us**, **you** must still repay the remaining amount. **We** may continue to charge interest at the **interest rate** on any remaining amounts owing until it's fully repaid.

Types of repayment

- 3.5 **Your** mortgage offer will say whether **your** mortgage is a repayment mortgage, an interest only mortgage, or a part repayment and part interest only mortgage:

What is a repayment mortgage?	We work out your monthly payments so that you repay the money you owe us plus interest by the end of the mortgage term if you make all payments fully and on time. This means each monthly payment pays some of the interest and some of the loan.
What is an interest only mortgage?	Your monthly payments will only pay the interest we charge. You will still owe the full amount of the loan at the end of the mortgage term. You'll have to make arrangements to pay us the money you owe us separately, when your mortgage term comes to an end. We call this a 'repayment strategy'.

What is a part repayment and part interest only mortgage?

Your mortgage will be made up of more than one part. **You**'ll pay off some of the interest and part of the **loan** over the **mortgage term** (as with a repayment mortgage). But for part of **your loan**, **your monthly payments** will only cover interest. When the **mortgage term** comes to an end there'll still be some money left to pay off on the interest only part (as with an interest only mortgage).

We'll work out **your monthly payment** on each part separately in the ways described above. **We**'ll then add these amounts together to make **your total monthly payment**.

Your monthly payments

- 3.6 During the **mortgage term** **you** must pay **us your monthly payments** on the **payment day** each month. Payments should be made by Direct Debit from a UK bank account in **your** name, or another way **we** tell **you** how **you** can make payment.
- 3.7 **Your first monthly payment** could be different to **your** usual **monthly payment**, depending on when **your** mortgage starts and **your** chosen **payment day**. **We**'ll write to **you** to confirm what it's going to be before **we** take **your first monthly payment**.
- 3.8 If the **payment day** isn't a business day, payment is collected on the next business day. A business day is every day except a Saturday, Sunday or public holiday in England.
- 3.9 If **you** want to change **your payment day**, please use **our** contact details shown in the 'How to contact us' section above. **We**'ll let **you** know when the new **payment day** will start.
- 3.10 **Your monthly payment** will not automatically repay any **arrears** or unpaid interest. **You** must make separate arrangements to repay these amounts. **We** may agree with **you** to increase **your monthly payments** to cover **arrears** or unpaid interest. This won't happen automatically. If **you** think **you** won't be able to make a **monthly payment** or **you** fall into **arrears**, it's important to contact **us** to see how **we** can help. Please use **our** contact details shown in the 'How to contact us' section above.
- 3.11 **We** may change the amount of **your monthly payments** to reflect any changes to:
 - (a) **your interest rate**;
 - (b) **your payment day**;

- (c) the amount **you** owe **us**, for example if **you** take any **additional borrowing**, repay some of the **loan**, or incur any fees, charges or costs which are added to the **loan**. **We** may agree with **you** to increase the **monthly payment** to cover **arrears** or unpaid interest but **we** won't automatically do this;
- (d) the **mortgage term**;
- (e) the type of repayment for **your** mortgage (for example **your** mortgage changes from interest only to repayment).

3.12 **We'll** give **you** reasonable notice before any change in **your** **monthly payments**.

Early repayment

3.13 **You** can repay all or part of **the money you owe us** at any time, but **you** will also have to pay any early repayment charges that may apply. **You'll** find details of these in **your** mortgage offer.

4. The interest we charge

We'll charge interest on **your loan** at the **interest rate** set out in **your** mortgage offer. The **interest rate** may be a fixed or variable rate. Different rates may apply to different parts of **your loan** if **your** mortgage has different parts. In this **condition**, **we** explain the way **we** calculate interest, and when **we** apply it to **your** account.

- 4.1 **We'll** charge interest at the rate or rates in **your** mortgage offer until **you've** repaid all **the money you owe us**.
- 4.2 Interest is calculated daily, as confirmed in **your** mortgage offer.
- 4.3 **We'll** work out the interest **we** charge on **the money you owe us** at the end of each day and add this interest to **your** account at the end of each day. This will increase the balance of **the money you owe us** by the amount of the interest.
- 4.4 When **you** make a payment, it will reduce the money **you** owe (and the amount **we** charge interest on) from the day **we** receive the money.
- 4.5 The **interest rate** is an annual rate. To calculate the amount of daily interest, **we** divide the annual amount of interest by 365 (unless it's a leap year when **we** divide it by 366). To calculate **your** **monthly payment** **we** treat each month as one equal twelfth of the year.

When we start charging interest on different amounts

4.6 We start charging interest on the different amounts under the agreement as follows:

Amount	When we start charging interest
The loan	From the day we send the loan to your legal adviser. This is usually the business day before completion.
Additional borrowing	From the day we send the amount of the additional borrowing to you or your legal adviser.
Fees, charges and costs	If you've not paid them when they've become due, from the day they're added to your account. When a fee, charge or cost is added to your account when we make the loan to you, we start charging interest on it at the same time we start charging interest on the loan.
Interest on arrears	From the day we add the arrears to your account. This is the same day that the arrears become payable.
Interest on any interest we've already charged you, but is unpaid	From the day the interest payment was due.

4.7 We'll continue to charge you interest at the interest rate even if a court makes an order for you to pay some or all of the money you owe us.

When we can change how we calculate and charge interest

4.8 We can change our procedures for charging interest for one or more of the following reasons:

- (a) to make the way we charge interest fairer to borrowers who make their monthly payments on time;
- (b) to reflect the periods for which we are charged interest on the money we have lent to you under the mortgage;
- (c) to take account of any decision by a court or ombudsman;
- (d) to reflect legal or regulatory requirements; or
- (e) following a transfer of the mortgage by us or the transfer of other mortgages to us, to enable us or our successors to treat borrowers fairly by treating borrowers with mortgages in a similar category in a similar way.

4.9 Any change we make will be proportionate to the reason for making it and we'll give you at least 3 months' notice of the change.

5. When we can change the interest rate

In this **condition**, when **we** refer to **your interest rate**, **we** mean **your** current **interest rate(s)** and any rate(s) **you're** due to pay in the future. **Your** mortgage offer will tell **you** which rates **you're** due to pay from when, and if **we** can change them. This **condition** explains when **we** can change **your interest rate**.

- 5.1 If **your** mortgage offer states that the **interest rate** is fixed, **we** won't usually vary the **interest rate** during the fixed rate period, except as set out below.
- 5.2 If **your** mortgage offer states that the **interest rate** is linked to or tracks an independently set rate (which is a rate which is not set by **us**, for example, Bank of England base rate), the **interest rate** will go up or down in line with changes in that rate as set out in the mortgage offer. However, **your interest rate** will not go below 0%, even if the independently set rate does.
- 5.3 If the independently set rate is no longer available, **we** can choose a new independently set rate in its place. If **we** do this, **we'll** act reasonably in choosing the replacement rate and give **you** at least 14 days' notice of the replacement rate.
- 5.4 If there is a significant change to the way the independently set rate is calculated or set, and **we** reasonably consider it would be to the detriment of **our** mortgage borrowers, **we** can choose a new independently set rate in its place. If **we** do this, **we'll** act reasonably in choosing the replacement rate and give **you** at least 14 days' notice of the replacement rate.
- 5.5 **We** can reduce **your interest rate** at any time. **We'll** tell **you** about it after **we** make the change and if there's a change to **your monthly payment**.
- 5.6 Except where **conditions** 5.1 and 5.2 apply, **we** can increase the **interest rate** at any time to respond proportionately for one or more the following reasons:
 - (a) a change in Bank of England base rate (or any rate which replaces the Bank of England base rate);
 - (b) a change in the costs to **us** of raising money **we** lend to **our** mortgage borrowers. These costs can change for a number of reasons including, for example:
 - (i) changes in other market rates where this affects **our** funding costs;
 - (ii) increases in the rates of interest **we** need to pay in order to attract and retain savers; or
 - (iii) increases in **our** costs of raising funds from other sources;
 - (c) a change in legal or regulatory requirements, codes of practice or the way **we're** regulated, or a decision of a court or an ombudsman; and/or
 - (d) a change in the costs to **us** of providing the **loan** or the services and facilities available in connection with it (including changes in the technology **we** use).

We'll give **you** at least 14 days' notice before **we** make such a change.

- 5.7 In exceptional economic or financial circumstances which **we** reasonably believe have had or are likely to have a significant effect on the United Kingdom financial system or a significant effect on building societies operating in the United Kingdom, **we** may increase the **interest rate** so that **we** can run **our** business prudently and in accordance with regulatory requirements, even if the requirements themselves have not changed. If **we** do this, **we**'ll:
- (a) respond proportionately to the circumstances impacting **us**;
 - (b) give **you** at least 14 days' notice of the increase in **interest rate**;
 - (c) tell **you** that the **interest rate** is being changed under this particular power and explain why the change is being made; and
 - (d) reduce the **interest rate** again when the circumstances impacting **us** and the need to manage **our** business prudently permit.
- 5.8 The power to change the **interest rate** under **condition** 5.7 is separate from, and is in addition to, the power to change the **interest rate** set out in **condition** 5.6.
- 5.9 **We** can also increase the **interest rate**, (including **interest rates** that **we** are not normally free to vary, such as a fixed rate), if there has been a change in the way the **property** is used or occupied, which increases **our** risk in lending to **you**. This may happen, for example, where **you** let out or change the use of the **property**. **We**'ll give **you** notice if **we** do this. Any increase will be proportionate to the increase in the risk of **our** lending to **you**.
- 5.10 If **you** don't agree to any increase to **your interest rate**, **you**'re able to repay **the money you owe us**. If **you** do this, **you** may also have to pay an early repayment charge and any other fees or charges which apply under the mortgage offer.

6. Fees, charges and costs

As well as paying **us** interest on **your** mortgage **you** may have to pay **us** fees and charges for **your** mortgage product, or for services provided in connection with **your** mortgage. **We** can also ask **you** to pay **our** reasonable costs **we** may have to pay in respect of **your** mortgage.

Fees and Charges

- 6.1 **Your** mortgage offer will state if there are any fees or charges **you** need to pay (for example, a product fee) and when these charges will need to be paid. If these fees and charges are to be added to **your loan** this will be explained in **your** mortgage offer. This means **you**'ll pay interest on them as they will form part of the **loan**.
- 6.2 **We** publish a tariff which includes **our** standard charges and costs for the services **we** provide and the action **we** may need to take in connection with **your** mortgage.

- 6.3 In addition to the fees and charges set out in **our** tariff, **we** can ask **you** to pay other fees and charges for documents or services. **We**'ll tell **you** the amount of the fee or charge before **we** apply it.
- 6.4 **You** may also have to pay fees and charges if **you**'re unable to pay **your** mortgage. The most common fees and charges **you** have to pay if **you** fail to keep up with **your monthly payments** and when **you** have to pay them, are set out in **our** tariff.

Costs

- 6.5 **We** may also ask **you** to pay the actual costs **we** have to pay in doing work for **your** mortgage. These may either be **our** internal costs for dealing with a matter within the **Society** or costs **we** have to pay to others. **We**'ll only pass on **our** costs if they aren't covered by one of the charges in **our** tariff. **We** can pass on **our** costs in full so long as **we**'ve acted reasonably in incurring them and the amount is reasonable.
- 6.6 Examples of the costs **we** may pass onto **you** include:
- (a) **our** legal costs: Unless set out in the mortgage offer, **you**'ll be responsible for paying the charges to cover the legal costs of any legal adviser who carries out **our** legal work in relation to the mortgage; and
 - (b) costs to protect **our** security: **You** must pay **us** **our** costs where **we** need to take action to protect or safeguard **our** security or because **you** fail to comply with an obligation **you** have under the **agreement**. Examples of items covered by these costs include:
 - (i) taking legal action in connection with **your** mortgage, including costs of taking possession of **your property**, looking after it and selling it (this includes any court proceedings whether **you**'re a party to the proceedings or not);
 - (ii) exercising any of the rights or powers given to **us** by law or the **agreement**;
 - (iii) recovering any of **the money you owe us**;
 - (iv) insuring the **property** or checking that any insurance of the **property** which **you**'ve arranged is adequate for **our** purposes;
 - (v) paying any ground rent or service charges which **you**'ve failed to pay under the terms of any lease and any costs associated with the lease; and
 - (vi) if **you** don't take good care of the **property**, the reasonable costs to **us** of looking after it.
- 6.7 If **you** ask **us** to do something for which there is a fee or charge, **we**'ll let **you** know before **we** do the work. **We**'ll tell **you** when **you** have incurred a cost. If **you** don't pay a fee, charge or cost when **we** ask **you** to, then **we** may add it to the **loan**. If **we** do this:
- (a) **we**'ll charge interest at the **interest rate** on the fee, charge or cost until it's repaid. Where there is more than one such rate, **we**'ll charge the **interest rate** which applies to the earliest **loan** paid to **you**;

- (b) if the addition of the fee, charge or cost results in **your monthly payment** being changed **we'll** give **you** notice of the new amount; and
- (c) **we'll** ensure that any new **monthly payment** amount provides for each month's interest on the fee, charge or cost to be covered by the **monthly payment** for that month.

7. When can we change our fees and charges

As **your** mortgage may last for a long time, **we** may need to change or introduce new fees and charges during the term of **your** mortgage. This **condition** explains when **we** can do this.

- 7.1 **We** can remove or reduce the fees and charges in **our** tariff at any time.
- 7.2 **We** may increase any of the standard fees and charges listed in **our** tariff or introduce new fees and charges to respond proportionately to:
 - (a) a change in legal or regulatory requirements, codes of practice or the way **we're** regulated;
 - (b) any decision of a court or an ombudsman;
 - (c) a change in the costs to **us** of providing **your loan** and the services and facilities **we** provide in connection with it (including changes in the technology **we** use).
- 7.3 **We** can also increase the fees or charges listed in **our** tariff or introduce new fees or charges to enable **us** to harmonise **our** fees and charges following the acquisition or transfer of mortgages or any takeover of, or merger with, another mortgage provider. If **we** do this, **we'll** act reasonably, having regard to the interests of all **our** borrowers.
- 7.4 If **we** increase the fees and charges listed in **our** tariff or introduce new fees or charges:
 - (a) **we'll** write to **you** to tell **you** at least 7 days before the change takes effect; and
 - (b) the new fee or charge will be set out in the tariff, a copy of which will be provided to **you** at least once a year when changes are made.

Your obligations in connection with the property

8. Property insurance

As long as **we** have a standard security over the **property**, it must be protected by buildings insurance.

- 8.1 Subject to the provisions of this **condition** the **property** must be insured at **your** expense, with **our** interest noted on the policy if the insurers agree.

- 8.2 **You** must insure the **property** for as long as **we** have a standard security over **your property**. The insurance must cover the full rebuilding cost, including architects' and other professional fees, demolition, site clearance, the cost of complying with the requirements of all competent authorities and an allowance for inflation. The insurance must also cover the usual home insurance risks including fire, explosion, earthquake, storm, flood, escape of water or oil, subsidence, heave, landslide or malicious damage.
- 8.3 **We're** not required to make sure that any insurance arranged by **you** is adequate.
- 8.4 If **your property** is leasehold and the landlord is responsible for insuring it, **you** must make sure that they're doing so. If the landlord doesn't insure the **property** or is insuring it for less than its full rebuilding cost, **you** must let **us** know.
- 8.5 If **we** reasonably believe that **your property** isn't insured, **we** may arrange insurance. If **we** do this, **we'll** pass on the cost to **you**, and charge interest at the **interest rate** until its repaid in full.
- 8.6 **You** must provide **us** with a copy of **your** insurance policy if **we** ask for this, as soon as possible.
- 8.7 **You** mustn't do anything or fail to do anything which means the insurer could refuse to pay claims under the buildings insurance or refuse to provide insurance cover.
- 8.8 **We** will be able to deal with **your** insurers on all matters arising under the policy, including settling any claim. **We'll** also be entitled to receive any payments which **your** insurer makes in relation to the **property** under **your** buildings insurance policy.
- 8.9 Any money received from the insurer must be used to repair or rebuild the **property** or (if it's not practical to reinstate it) to reduce or pay off **the money you owe us**. If the money received from the insurer isn't enough to pay off all **the money you owe us**, **you** must still pay **us** any remaining amount owed.

9. Your obligations

You must take good care of **your property** and comply with all **your** obligations in connection with it.

- 9.1 **You** must:
- (a) ensure that any building works on the **property** are completed without delay and to the required standard;
 - (b) look after the **property** and keep it secure and in good condition, carrying out any necessary repairs;
 - (c) promptly pay all rates, taxes, rents, service charges, costs, fees, outgoings and other charges payable in respect of the **property** and provide receipts for these payments if required. If **we're** required to pay any charges **you** should have paid, **you** must repay these to **us**. These charges will be added to **the money you owe us**, so **you'll** pay interest on them until they are fully repaid;

- (d) comply with all laws (including those relating to planning and environmental matters) which apply to the **property**. **You**’ll be responsible in full for, and will immediately on demand repay **us**, any reasonable loss, liability or cost **we** suffer or have to pay because of any breaches of these laws;
 - (e) comply with all the requirements and regulations of the local and other authorities in respect of the **property**;
 - (f) comply with all conditions and burdens in respect of the **property** in **your** title deeds;
 - (g) give **us** any information about the **property** which **we** may reasonably ask for;
 - (h) let **us** know within 7 days if **you** receive any notices which relate to the **property** including any claiming that **you**’ve not complied with any consents or regulations. For example from a landlord or government department. **You** must take all reasonable and necessary steps to comply with the requirements of such notice;
 - (i) where the **property** is leasehold, comply with all of **your** obligations under the lease. This includes paying any ground rent and service charges on time; and
 - (j) use the **property** as a residential property only.
- 9.2 Without first getting **our** written consent (which **we** won’t unreasonably refuse) **you** must not:
- (a) alter or extend the **property**;
 - (b) change the use or occupation of the **property**;
 - (c) apply to a local authority for any loan or grant for the repair or improvement of the **property**;
 - (d) use the **property** as security for another loan or for any other obligation **you** may be subject to;
 - (e) sell or transfer the whole or any part of the **property**; or
 - (f) enter into a new lease with the freeholder (if the **property** is leasehold).

10. Restrictions on letting

This **condition** applies where **your** mortgage offer states that the **property** is to be used as **your** residential home (and will not be used for letting purposes).

- 10.1 **You** will not lease the **property**, or part with or share possession of it without first getting **our** written consent (which **we** won’t unreasonably refuse).
- 10.2 If **we** give consent, this may be subject to additional conditions, and **we** may increase the **interest rate**. This will be proportionate to the increased risk of **our** lending to **you** while the letting or occupation continues. But **we** won’t increase the **interest rate** by more than 1%.

- 10.3 If **you** let the **property** without **our** permission (or if **we** reasonably believe **you** have) **we** may increase the **interest rate**. This will be proportionate to the increased risk of **our** lending to **you**. But **we** won't increase the **interest rate** by more than 1%.

11. The Society's powers

If **you** materially and persistently breach the obligations under this **agreement**, **we** can require **you** to pay **us** all **the money you owe us** immediately and **we** can take steps to end the mortgage.

When we can require you to repay the loan

- 11.1 All **the money you owe us** is due 1 month after the date of the mortgage. This doesn't mean that **we** can immediately require **you** to repay **the money you owe us**. **We** can only do that when **condition** 11.2 applies.
- 11.2 If any of the following events happen, **we** can write to **you** to demand **you** pay **us** all **the money you owe us** immediately, and take steps to end the mortgage:
- (a) **you're** in **arrears** by an amount equal to 2 or more **monthly payments** under the **agreement** and/or any other **loan you** have with **us**;
 - (b) **you** don't repay all **the money you owe us** at the end of the **mortgage term**;
 - (c) **you** breach any term of the **agreement** (other than for payment of money) and **we** reasonably regard the breach as serious;
 - (d) **you** die;
 - (e) **you're** made bankrupt;
 - (f) **you** start (or have started against **you**) any insolvency action, including proceedings to compromise or seek relief from **your** debts or creditors, or if **you** appear to be unable to pay **your** debts when they fall due;
 - (g) the **property** is compulsorily purchased (for example a local authority forces **you** to sell the **property** to them);
 - (h) **you** surrender possession of the **property** to **us**;
 - (i) the **property** is abandoned;
 - (j) it becomes clear that **our** security over the **property** under the mortgage is void or liable to be set aside or otherwise unenforceable;
 - (k) **you** gave **us** false, inaccurate, or misleading information when **you** applied for the **loan** or any **additional borrowing**, and **we** wouldn't have lent **you** the money if **you'd** given **us** the correct or complete information;
 - (l) **we** reasonably believe **you** have been involved in fraudulent or serious criminal behaviour; or
 - (m) where the **property** is leasehold, and **you** breach the terms of the lease.

The steps we can take

- 11.3 At any time after **the money you owe us** has become due and payable **we** may without previous notice to or agreement from **you**:
- (a) repossess the **property**;
 - (b) sell the **property** (whether or not **we** have taken possession); and
 - (c) exercise all the other powers given to **us** under applicable laws, including the **property acts**.
- 11.4 The law sets out restrictions on when **we** can use **our** rights to sell the **property**. These restrictions are set out in the **property acts**.
- 11.5 **We** can also use other enforcement rights under the **property acts** and any other laws and regulations for the protection of **our** security without being treated as being in possession. These enforcement rights include:
- (a) carrying out repairs, renewals or improvements to the **property**;
 - (b) carrying out any building or development works on the **property** and applying for and obtaining any planning or other consents and approvals; and
 - (c) granting leases or tenancies of the **property** on whatever terms **we** choose. **We** can also vary the terms of, end, review, or accept the surrender of leases over the **property**. If the **property** is let, **we** can collect any rent payable.
- 11.6 After taking possession of the **property we** may at **your** expense remove, store, or sell any items left at the **property**. **We** won't be responsible for any loss or damage caused by **us** doing this. **We**'ll account to **you** for all proceeds received, less all expenses **we** reasonably incur.
- 11.7 Where the **property** has been let furnished, **we** may apply all the rent as if it were rent of the **property** and need not make any apportionment of such rent in respect of any furniture or goods.
- 11.8 Where all **the money you owe us** has become due and payable:
- (a) if **you're** a sole **borrower**:
 - (i) **we** may apply any payments **you** make to reduce the outstanding balance on any account with **us** which is secured by the mortgage, unless **you** ask **us** to apply the payment to a specific account, or unless **we** have to apply the payment in a particular way to comply with a regulatory requirement or regulatory guidance; and
 - (ii) **we** may use the money in any savings account **you** have with **us** (in **your** sole name or jointly with another person) as set out in paragraph (i) above. **We**'ll only do this if the terms of that account allow **us** to do so, and in accordance with any regulatory requirements and the conditions in the terms of that account;
 - (b) if **you're** a joint **borrower**:
 - (i) **we** may apply any payments **you** make as set out in paragraph (a)(i) above, except that where **we** are free to apply the payment to any account, **we**'ll apply it to accounts in **your** joint names before **we** apply it to an account in the name of one or some of **you** only; and

- (ii) **we** may use the money in any savings account **you** have with **us** (in **your** joint names or in the name of one or some of **you**) as set out in paragraph (i) above. **We**ll only do this if the terms of that account allow **us** to do so, and in accordance with any regulatory requirements and the conditions in the terms of that account;
- (c) **we**ll let **you** know in advance if **we** intend to use the power given in paragraphs (a)(ii) and (b)(ii) above unless **we** reasonably think that **you** or another account holder would remove money from the account to prevent **us** from doing so. If **we** don't give advance notice, **we**ll give **you** notice as soon as reasonably possible after **we** use the power.

11.9 Where all **the money you owe us** is due under **condition** 11.2(m) **you** consent to **us** disclosing details of the mortgage to any landlord and/or management company for the purposes of taking the action in **condition** 11.5.

Changing your repayment type

- 11.10 Where any part of **your** mortgage is interest only, and **you**'re in breach of the **agreement**, **we** may convert the mortgage to a repayment mortgage and change **your monthly payment** accordingly. **We**ll only do this if **we** reasonably believe that it will protect **our** ability to secure payment of all **the money you owe us**.
- 11.11 Before **we** take any action under **condition** 11.10, **we**ll always act reasonably and in accordance with regulatory requirements. **We**ll contact **you** to discuss **your** circumstances and options and give **you** reasonable time to bring any missed mortgage payments up to date.

12. Our power to enter and repair

This **condition** provides information about when **we** can enter the **property** and carry out works to the **property**.

- 12.1 While the mortgage continues **you** must permit **us** and **our** agents, after reasonable notice, to enter and view the **property**.
- 12.2 **You** must make good any defect in the repair or condition of the **property** within such reasonable time as **we** may require and at **your** cost.
- 12.3 Any costs of inspection are payable by **you**, and **we** may recover these from **you** as set out in **condition** 6.6(b).
- 12.4 If **you** don't make good any such defect within the required time, or if **you** are in breach of any other obligation in these **conditions**, then **we** may enter the **property** with workmen and others. **We** may make good the defect or breach and recover the reasonable cost of doing so from **you** as set out in **condition** 6.6(b).
- 12.5 No exercise of any power contained in this **condition** 12 shall make **us** liable as heritable creditor in possession.

Other terms to be aware of

13. Ownership rights

'Ownership rights' mean rights **you** have as the owner of **your property**. For example, **you** may have the right to extend **your** lease, purchase the heritable interest or some additional land, or claim on a guarantee or title insurance. **You** may also have rights as a shareholder or member of a management company or something similar. Any ownership rights **you** have or gain, are part of **our** security.

- 13.1 If **you** gain any new ownership rights, they'll become part of **our** security. **You** must let **us** know about the new rights straightaway. New ownership rights may include:
- (a) a new or extended lease on **your property**;
 - (b) a heritable interest in **your property**;
 - (c) a heritable interest in any building which includes **your property**;
 - (d) an interest or right which benefits **your property** in or over other land or buildings;
 - (e) acquiring the superior leasehold interest of **your property**.
- 13.2 If requested, **you** must give **us** evidence to show that **you** own the new interest. If **we** ask for it, **you** must also send **us** any relevant documentation and give **us** a charge over the new interest. To do this, **you** may need to instruct a legal adviser.
- 13.3 **You** may receive statutory compensation, or money from insurances or guarantees because **your property** is damaged or loses value. **You** must use this to fix any related problems, or to reduce or pay off **the money you owe us**. **You**'ll hold any money **you** receive on trust for **us**. This means that **you**'ll hold the money on **our** behalf, and if **we** ask **you** for it, **you** must pay it to **us** immediately. **We**'ll use the money to fix the problems or (if it's not practical to fix them) to reduce or pay off **the money you owe us**.
- 13.4 If **you** receive any money in respect of any ownership rights, **you** will hold it on trust for **us**.

14. Redemption of your mortgage

If **you** want to repay **your** mortgage in full, and **you** have another mortgage with **us**, **we** can require **you** redeem both this mortgage and the other mortgage at the same time.

- 14.1 **We** may consolidate (combine) **our** security under this **agreement** with any other security **we** have or at any time hold regarding any other money **you** owe **us**. **We** can do this even if **you** have kept **your** obligations under the **agreement** or any other security. This means **we** can require **you** to redeem both:
- (a) the security under this **agreement** and
 - (b) any other security

at the same time. This means **we** can refuse to accept repayment of one security alone.

- 14.2 The restriction on using **our** right to consolidate **our** security, which is set out in the **property acts**, does not apply.
- 14.3 **We**ll only exercise **our** right under **condition** 14.1, if **we** reasonably believe that otherwise **our** security for the other money **you** owe **us** would or might be insufficient.

15. Power of attorney

When **you** take out this mortgage **you** appoint **us** to act as **your** attorney, which means a person who can legally act on **your** behalf.

- 15.1 By way of security for **your** obligations under the **agreement**, **you** appoint and authorise **us** to be **your** attorney and to take such action as is necessary to use, protect and enforce **our** rights under this mortgage in **your** name and on **your** behalf.
- 15.2 If there are two or more of **you** named on the mortgage, then **you** agree that **we** will be attorney for each of **you** individually as well as for all of **you** jointly.
- 15.3 **You** give **us** a power of attorney authorising **us** to act on **your** behalf to take any action which **you** are obliged to take under these **conditions**, including but not limited to:
 - (a) signing and delivering any deed or document which is needed to make good any defect in **your** title to the **property** or the mortgage;
 - (b) exercising any rights or powers which **you** have in respect of the **property** or the ownership rights; and
 - (c) entering into any variation of **your** title to the **property** in order to protect or enhance **our** security.
- 15.4 **We** are appointed as **your** attorney for as long as **you** owe **us** any money and **we** have a standard security over **your property**. **You** can't cancel this power of attorney.

16. Our power to transfer the loan, the mortgage and other security

We can transfer some or all of **our** rights in the **agreement** for **your loan** and the security **you** give **us** for it to another person.

- 16.1 **We** can transfer any or all of **our** rights and obligations under the **agreement** for the **loan** and the security **you** give **us** for it to another person at any time. If **we** make this transfer, it means that **you** will have to do everything **you** have to under our **agreement** for them, instead of **us**.
- 16.2 Any transfer under **condition** 16.1 will not:

- (a) reduce **your** rights or increase **your** obligations under the **agreement**; or
 - (b) reduce any guarantees **you** have under or by virtue of the **agreement**.
- 16.3 **We** may disclose information **we** hold about **you** to any person who takes, or is about to take, a transfer of the mortgage, including:
- (a) any information **you** gave **us** when **you** applied for the mortgage;
 - (b) any documents supporting **your** application; and
 - (c) any other information or documents **we** hold concerning the **property**, the mortgage offer, any other security **we** hold in respect of **the money you owe us, your** account or the way **you** have performed **your** obligations under this **agreement**.
- 16.4 If **we** transfer **our** rights under the mortgage, **you**'ll no longer be a borrowing member of the **Society**.

17. General

Other **conditions** applying to our **agreement**.

- 17.1 **We** may choose not to enforce any part of the **agreement**, or **we** may delay enforcing it. This won't mean that **we** aren't able to enforce the same part later. It won't change **our** right to enforce the rest of the **agreement**,
- 17.2 Each of the provisions of the **agreement** is separate and distinct from the others. If one or more provisions becomes illegal, invalid or unenforceable, this will not affect the legality, validity or enforceability of the remaining provisions.
- 17.3 **We** may, on giving **you** 30 days' notice, change, remove or add to any of the **conditions**. **We** may do this to:
- (a) take account of any decision by a court, ombudsman or regulator;
 - (b) reflect legal or regulatory requirements or changes to industry guidance or codes of practice **we** comply with;
 - (c) correct any errors which do not change the meaning of the relevant words, phrase or **condition**; or
 - (d) make the **conditions** easier to understand or to make them fairer to **you**, **We** won't do this in a way which would put greater obligations on **you** than the obligations set out in the **conditions** as they now stand (whether obligations are valid and enforceable according to their terms, or not).
- 17.4 The Contract (Third Party Rights) (Scotland) Act 2017 is a law that allows people who haven't signed up to an agreement to use the rights it gives. **We** exclude this law and any new laws or regulations that amend or replace it from the **agreement**. This means only **you** and **we** may enforce the terms of the **agreement** and the mortgage.

18. How we'll communicate with you

If **we** need to give **you** notice or tell or ask **you** something, **we**'ll normally write to **you** by post or email.

- 18.1 **We** may give **you** notice or make a demand under these **conditions** by:
 - (a) posting it addressed to **you**, to the last known address that **you** gave **us** or (if **we** have reason to believe it will not reach **you** at that address) the **property**, and **you**'ll be treated as having received it within 48 hours after posting; or
 - (b) sending it by email to the last known email address **you**'ve given **us**, and **you**'ll be treated as having received it on the day the email is sent.
- 18.2 If there is more than one of **you**, and **you** share the same address, **we**'ll send a single copy of the notice or demand addressed to all **borrowers**. If **you** have a different address, **we**'ll send a copy of the notice or demand to each address.
- 18.3 **You** must let **us** know straightaway if **you** change **your** name, address, email address or telephone number. If **we** lose contact with **you**, **we** may instruct tracing agents to locate **you**. **You**'ll be responsible for any costs and charges **we** have to pay for this.

19. Which law applies

This **condition** sets out the laws that apply to this **agreement**.

- 19.1 The **agreement** will be governed by the laws of Scotland. Scottish law will decide any legal questions about the **conditions** and **our** dealings with **you** before the **agreement** began.
- 19.2 Our **agreement** is in English and during the **mortgage term** **we**'ll always communicate with **you** in English.

Your property could be repossessed if you don't keep up your mortgage repayments.

Mortgages are subject to eligibility, status and financial standing. Applicants must be 18 years or over.

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Buy to let mortgages which are for business purposes are exempt from FCA rules.

We may monitor and/or record your telephone conversations with the Society to ensure consistent service levels and for colleague training purposes.

Large text, braille and audio versions of our brochures are available on request.

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