

Valid for new mortgage applications made from 31st October 2023

A guide to your mortgage agreement with us

The agreement for your mortgage is made up of the documents listed below. They explain your obligations to us, which are legally binding on you.

This guide helps to explain some important things you need to understand and shows you where to look to find out more information about your mortgage with us. It does not replace the documents listed below, which you should read carefully.

The Nottingham Mortgage Conditions (Eighth edition) – our mortgage conditions booklet

These conditions contain the rights we have over your property, which you give us when you sign the mortgage deed. These rights are known as security. The rights we have over your property mean that if you break the agreement for your mortgage, we can take possession of and sell your property.

Mortgages – general conditions

These are our general conditions, and they apply to your mortgage agreement unless we have written to say they do not or they are inconsistent with your mortgage offer.

Your mortgage offer

This is the written offer and contains the parts of the agreement that are specific to you. It sets out the amount of money we have agreed to lend you and the mortgage product you have chosen. It also includes details of your interest rate.

Your mortgage offer may also include special conditions, which are special to you and your mortgage application.

For some mortgage products specific product terms will apply. We'll give you these with your mortgage offer. If the product terms say something different from the general conditions or our mortgage conditions booklet, the product terms will apply.

If at any time before you have signed the mortgage deed, we discover anything that affects our lending decision, we may change or withdraw our offer. We don't have to tell you why if, in our opinion, it would not be right to do so.

The mortgage deed

When you sign the mortgage deed, this creates a legal charge over the property. The legal charge gives us rights over your property.

This is our security for the money you owe us. These rights protect us so that if you break the agreement, we can sell your property to repay the money you owe us. This includes if you don't make your monthly payments in full and on time.

We'll keep our security over your property until you have repaid the money you owe. The legal charge covers the money you owe us under the agreement that is secured by the mortgage deed.

Summary of our key rights and duties and where to find more information

This is a summary only. You should read all the documents carefully before you sign anything. If you have any questions before your mortgage starts, you should ask your legal adviser. If you have any questions once your mortgage is in place, we're here to help you.

Terms in bold below have a special meaning and are defined in the mortgage conditions booklet [and general conditions].

The key things you need to do

- Pay back all the money you owe us (condition 2 – mortgage conditions booklet)
- Pay your **monthly mortgage payments** on time (condition 2 – mortgage conditions booklet)
- Look after the **property** (conditions 6 & 8 – mortgage conditions booklet and condition 9 – general conditions)
- Pay any money due to anyone else in respect of the **property** (Condition 8 – mortgage conditions booklet)
- Insure the **property** (condition 7 – mortgage conditions booklet and condition 9 – general conditions)
- Get permission before you make any changes to the **property** which changes or alters its structure (condition 8 – mortgage conditions booklet and condition 9 – general conditions)
- Ensure any building or other work complies with all necessary consents and regulations (condition 6 – mortgage conditions booklet and condition 9 – general conditions)
- Not let the **property** unless we agree. This doesn't apply if you're a buy to let borrower (condition 8 – mortgage conditions booklet)

Borrowing with someone else

- If you're borrowing with other people, the obligations apply to all of you together and each of you separately.
- You're each responsible for repaying the mortgage. You're responsible as a pair or as a group.
- If the relationship between you ends, you must continue to meet your obligations. This includes making the **monthly mortgage payments**.

Our key rights

- If your **interest rate** is variable, we can change it. We explain when we can do this in condition 2 of the general conditions.
- We can change your **monthly mortgage payments**. This will happen, for example, if the **interest rate** changes. We explain in condition 3 of the general conditions when your **monthly mortgage payment** can change.
- We can change our charges. We explain in condition 7 of the general conditions when we can do this.
- If we think that the **property** is not insured, we may insure it. If we do this, we can add the insurance premiums to the mortgage. We explain this in condition 7 of the mortgage conditions booklet.
- If the **property** is leasehold and you don't pay rent or service charges when you should, we can pay them. If we do this, we can add them to the mortgage. We explain in condition 15 of the mortgage conditions booklet when we can do this.
- We may enter the **property** to check it. If you don't carry out your obligations, we can carry them out for you. If we do, our costs are payable by you and may be added to the mortgage. We explain in condition 15 of the mortgage conditions booklet when we can do this.
- We can require you to repay other mortgages you have with us over other properties before we release our security over the **property**. Condition 14 of the mortgage conditions booklet explains when we'll do this.
- We can take legal steps in your name. This includes doing things like signing documents to protect our security over the **property**. Condition 12 of the mortgage conditions booklet explains how this right works.
- We can transfer your mortgage to someone else. Condition 17 of the mortgage conditions booklet explains when we can do this.
- We can change the terms of your mortgage for the reasons explained in condition 10 of the general conditions.

Key points on default and enforcement

- When you sign the **mortgage deed**, you give us security over the **property**. This means you give us rights over the **property**. These rights protect us if you don't keep to your obligations under the mortgage. This includes if you don't make your **monthly mortgage payments**. Condition 1 of the mortgage conditions booklet explains more about our security over the **property**.
- You assign to us the **property** rights. We explain what **property** rights are in condition 10 of the mortgage conditions booklet.
- If you don't keep to your obligations under the mortgage, you're in default. This includes where you don't make your **monthly mortgage payments**. We explain when you're in default in condition 11 of the mortgage conditions booklet.
- If you're in default, we can take action. We explain in condition 12 of the mortgage conditions booklet the action we can take. It includes:
 - requiring you to pay all amounts owed under the mortgage
 - taking possession of and selling the **property**
 - appointing a receiver to manage the **property**
- We charge interest on arrears, unpaid interest, fees and expenses. We explain this in conditions 2, 3 and 4 of the mortgage conditions booklet.
- If you don't make your **monthly mortgage payments** on time, you may need to pay additional fees. For example, an unpaid direct debit or cheque fee. You may need to pay additional expenses also. For example, if we need to bring legal action against you, we may ask you to pay the cost of this. These fees and expenses are explained in the mortgage fees and charges leaflet.
- We can add any costs we incur in enforcing your mortgage or protecting our security for the mortgage. This includes legal costs.

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE



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