

General Conditions

1. The Advance

- 1.1 The mortgage advance (the “Advance”) will be paid to the Solicitors acting for the Society via the Telegraphic Transfer System for which a charge will be made when they have submitted their report stating that the title may be safely accepted by the Society.
- 1.2 Where the mortgage amount exceeds a certain percentage of the valuation of the property, a one off Higher Lending Charge will be added to your account on completion and details in respect of the premium will be included within your mortgage offer documents.
- 1.3 The Advance will be subject to the terms and conditions set out in the Society’s Mortgage Deed (which will be executed by the applicant(s)), Mortgage Terms and Conditions and to the Rules of Society.
- 1.4 Applicants will be responsible for payment of all costs and disbursements of the Society’s Solicitors in connection with the Advance, whether these are incurred before or after the offer and whether or not the Mortgage is completed.
- 1.5 The mortgage offer is valid for 3 months from date of issue. Should completion of the mortgage not take place before expiry of this period any extension will subject to agreement by the Society.

2. Occupation of the Property

Except where indicated otherwise in the Special Conditions attached:

- 2.1 Vacant Possession of the property must be obtained and/or the property must be occupied by the applicant(s) and/or an immediate member of family e.g.spouse/partner/parent/brother/sister/child/grandparent or grandchild upon completion of the Mortgage. A new property in the course of construction must be so occupied when finished.
- 2.2 The property must be occupied as a private dwellinghouse.
- 2.3 The property must not be let without the Society’s prior written consent.
- 2.4 The Society’s Solicitors must comply with the instructions regarding occupation of the property.

3. Interest and Repayments

- 3.1 Under the provisions of the Society’s Mortgage Deed and Rules, interest will be charged from the date the Mortgage is completed at the rate of interest applicable to the Advance and the Borrowers will be required to make repayments under the Mortgage as set out in the written offer of advance (the “Offer of Advance”). The rate of interest may be varied for the reasons set out in clause 5 (h) of the Society’s Terms and Conditions, a copy of which is enclosed. If the Society does vary the Borrower’s rate of

interest, the Society will give the Borrower written notice at the earliest opportunity and at least 30 days before any variation in the rate of interest takes effect.

- 3.2 The rate of interest and repayment currently applicable to the Advance are shown within the written mortgage Offer of Advance.
- 3.3 Interest will be calculated on the amount advanced in respect of the period commencing on the day the Advance is dispatched on a daily interest basis.

4. Insurance

You are free to arrange your own buildings insurance in which case the policy must be in the joint names of all borrowers and the Society. The Society does not charge any fees in relation to buildings insurance arrangements.

Please remember that whilst you hold a Mortgage account with us you agree to keep the property insured to its full rebuilding cost. Our requirements in this respect are detailed in your Mortgage Terms and Conditions, a further copy of which can be supplied to you upon request.

5. Valuations

The Society has obtained a mortgage valuation on the property. Although applicants do not receive a copy of this report its sole purpose is to enable the Society to decide how much to lend on the security of the property and on what terms, as it is required by law to do. The report cannot be relied on for any other purpose in particular it cannot be used by applicants to establish that the price that they are paying is reasonable. The valuation report is not a market valuation and does not involve a structural survey so there may be important matters which this valuation does not reveal. The valuer will have reported defects which he has discovered and which he considers relevant to the Society, but applicants should not assume that the defects referred to in the offer (if any) are the only ones in the property. Any recommended retention from the loan may not be the same as the cost of the work required. Applicants should satisfy themselves as to the market value, standard of constructions and general condition of the property before signing a contract to buy it, and should not rely on the mortgage valuation report carried out for the Society. It is recommended that they employ a surveyor on their own behalf to advise them on these matters. Where the Society requires a reinspection by its valuer prior to the making of the Advance (or the release of any part of it) Applicants should not assume that the release of the Advance or part Advance means that the property or the work concerned are free from defects. The Society, as mortgagee and its valuer, are in no way responsible for the construction or condition of the property.

6. Withdrawal of Offer

The Society reserves the right to withdraw or amend the offer at any time on the absence of fraud, non-disclosure or material change to the facts and circumstances.