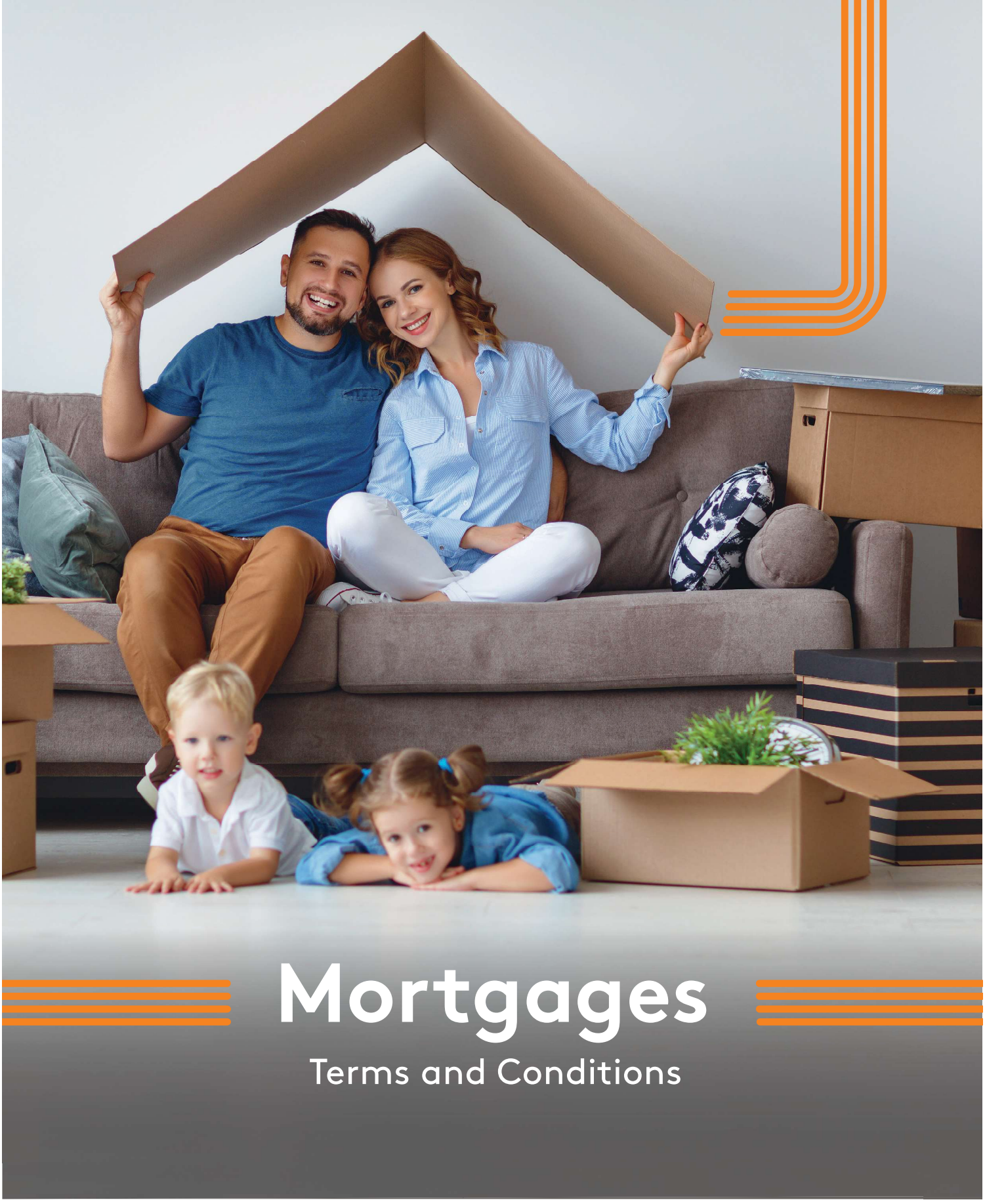

Mortgages

Terms and Conditions

Monmouthshire Building Society

Fairer Finance
APPROVED DOCUMENT
Clear design Simple language

Welcome

Thank you for choosing Monmouthshire Building Society for your mortgage.

This document, along with your mortgage offer, mortgage deed and our tariff of charges makes up your agreement with us – so make sure you keep it safe. These documents contain details of the money we've lent you that's secured against your property - as well as any other money you may owe us. We'll call this agreement 'your mortgage' or 'the mortgage' throughout this document.

Read through all the documents to make sure you understand them. We've explained a little more about what's in each document below. If there's anything in them you don't understand, speak to a solicitor or financial adviser before you accept our offer.

To get your mortgage, we'll need you to sign the mortgage deed. This will confirm you accept this agreement and the rules for members of our building society. By taking out a mortgage with us, the person who's first named on the mortgage becomes a member of Monmouthshire Building Society - if they aren't one already. This won't happen if you're borrowing money as a company.

You have a responsibility to keep up your side of this mortgage contract. You can't pass this responsibility on to anyone else. This is an agreement between us and you and, nobody else has any rights under it.

Each term of this document stands alone. That means that if the law changes or a court decides that we can't rely on any of these terms, the other terms will still apply.

Please be aware, if we don't exercise our rights under this agreement straight away, this doesn't mean we can't or won't do this later. For example, we might have the right to repossess your property if you don't make your monthly payments for your mortgage. If we don't do this straight away, we can still do it at a later date.

What we mean when we say...

When we say 'we', 'us' or 'our', we mean Monmouthshire Building Society. If we have transferred any of our rights under the mortgage to someone else, 'we' may also refer to the person we have transferred them to.

When we say 'you', or 'your', we mean the person named as the borrower on the mortgage deed. If there is more than one borrower, 'you' or 'your' means all or any of you.

You may be an individual or a company. In this document, 'you' refers to all of these.

When we say 'mortgage term', we mean the length of time you have to pay the mortgage back.

When we say 'month', we mean a calendar month.

When we say 'your property', we mean the property shown in your mortgage deed.

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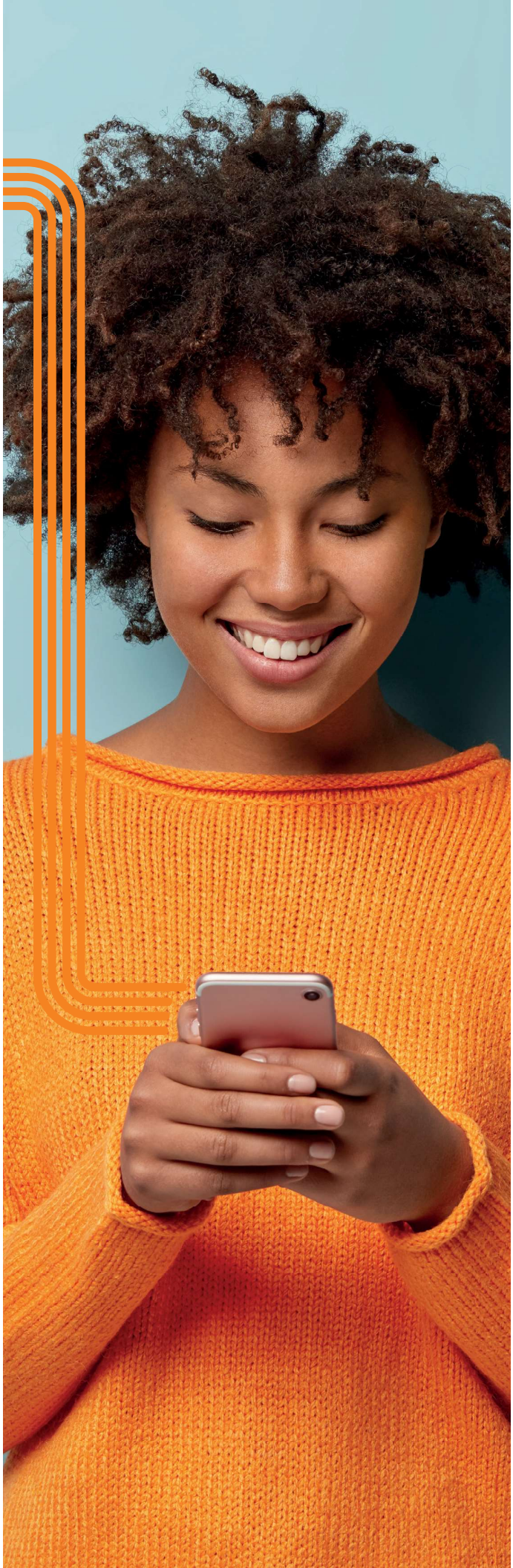


Contact us

You can contact us using the details below. You can also get in touch by visiting your local branch or agency.

Online

www.monbs.com

By email

mortgageservicingsupport@monbs.com

By phone

New Accounts helpline:
01633 844351

Customer Services helpline:
01633 844370

By post

Monmouthshire Building Society
Monmouthshire House
John Frost Square
Newport
NP20 1PX

Section 1

How your mortgage works

Your documents

Offer of Mortgage

Your mortgage offer tells you everything you need to know about the mortgage agreement. This includes how much money we'll lend you, how much you have to pay each month, and when you have to pay it back by. We may give you other mortgage offers in the future if we make any changes to your mortgage.

Mortgage deed

Your mortgage deed is a legal document that gives us legal rights to your property as 'security' for the money you owe us. This means that, in certain situations, we can sell your property to get that money back.

Tariff of charges

This is a list of our charges. You can find them online or ask for them in one of our branches or agencies.

Types of ownership

If the property is a freehold

If your property is a freehold, this means that you completely own both the land and any buildings or structures on it. Unlike a leasehold, you own it until you sell it, not for a limited time period.

If the property is a leasehold

If your property is a leasehold, you must follow the terms of your lease. You can't do anything that causes you to lose your rights under it. A leasehold is when you own a building, but you don't own the land that it's built on. This means that you have to follow the landlord's terms. You must tell us straight away if you learn that you've broken any of the terms of your lease. We might try to put this right, but you'll have to pay us the costs involved.

You must tell us if you're going to buy the freehold of your property or extend the term of your lease. You should keep us informed throughout the process. This includes sending us any documents we may ask for and letting us know about notices you send or receive.

If the property is a commonhold

You can't vote to change the rules of the agreement the commonhold is based on unless you have our written permission. A commonhold is when you own a 'unit' of a set of buildings such as a block of flats. This means that you own your property (i.e. your flat), but you're a member of an association which runs shared areas, such as upkeep of the building. You'll have an agreement with the other members of your commonhold with the rules of how it will be run.

If there's going to be a vote to bring an end to the commonhold, you must tell us in writing first. You can't vote for this without our written permission.

You must tell us if the commonhold decides to take legal action, or you're told that someone is taking legal action against the commonhold.

If you have a joint account

If there's more than one person borrowing from us, you are all responsible for the full amount of the loan.

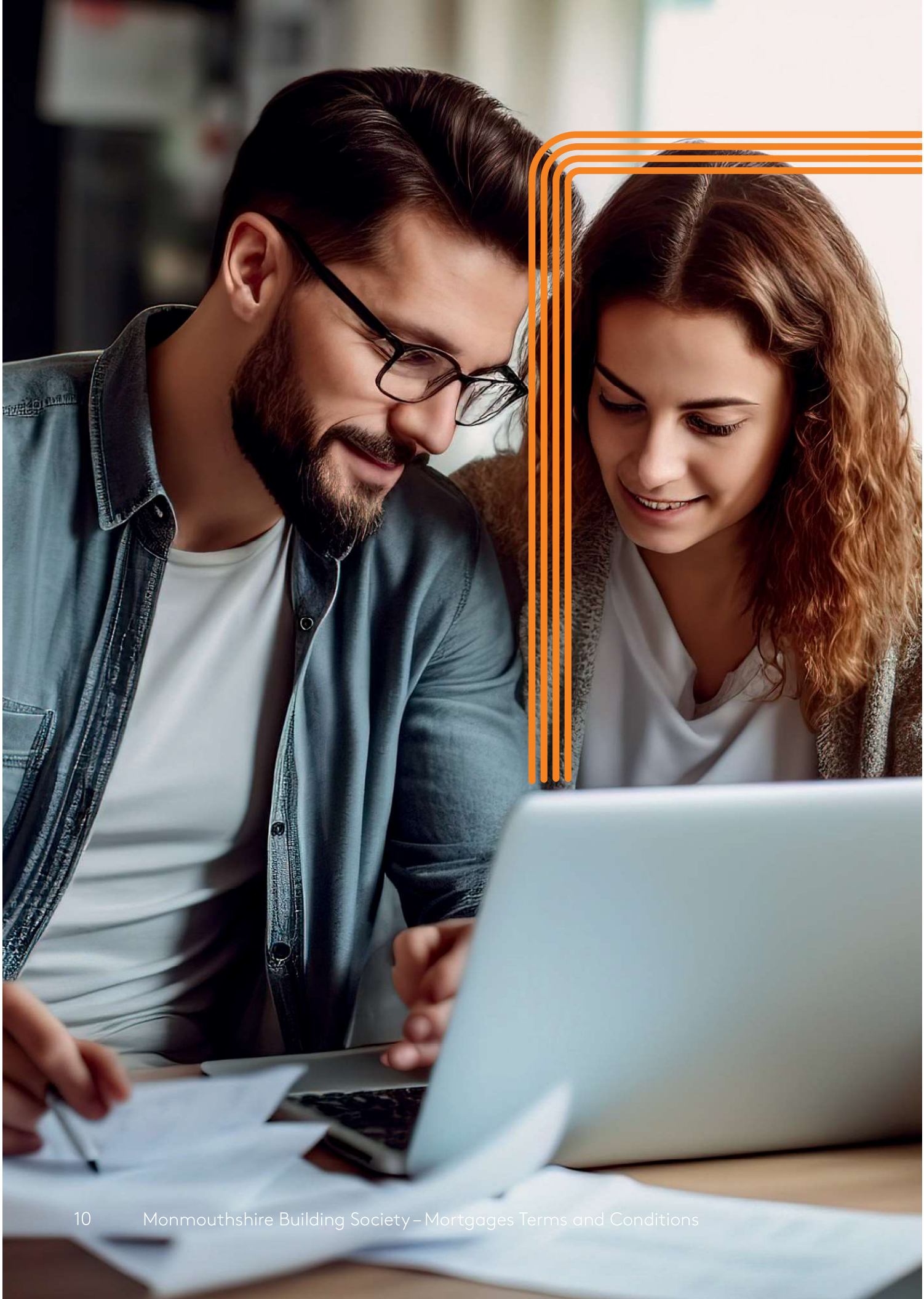
If you're a company

If you're a limited company, you'll need our written permission before you can make a change to the company structure.

If you don't get our written permission beforehand we might ask you to pay off everything you owe us straight away. See Section 4 – If you break our mortgage agreement on p19 for more details.

If we give our permission, it may be dependent on extra conditions you need to follow.

All the directors in the company must be guarantors for the mortgage. This means that if the company doesn't keep up with repayments, we can ask the guarantor to pay - even if they don't work for the company anymore. You should always let us know if there are any changes to the company's directors. All the directors need to be shareholders of the company.



Section 2

What you need to pay

Monthly payments

What you owe

The money you owe us is made up of the original loan, plus interest. It also includes any extra money we lend you, and any charges, fees and expenses we add to your account. If we lend you more money, your monthly payments may go up. You must make your monthly payments by direct debit.

When you make payments to us, we'll first pay off any fees we've charged you, then any interest. When we've paid off everything else, we'll pay off the original loan.

How to make payments

You must make payments every month by direct debit until you've paid off all the money you owe us. All of your payments must be in pounds sterling (GBP).

We'll keep our security over your property until you have paid us everything that you owe to us. If you still owe us money at the end of the mortgage term, we'll keep charging you interest on the outstanding money. You may also have to pay extra charges.

Overpayments

You can make an extra payment alongside your regular monthly payments – this is called 'overpaying'. You don't need to ask for our permission to do this, but you may have to pay an early repayment charge or other fees. See the 'Fees' section on p14 for more information.

Underpayments

An 'underpayment' is where you pay less than you owe for your monthly payment. You must not underpay on your mortgage unless we've agreed you can, as underpayments may put you into arrears. If you're in 'arrears', this means there are outstanding payments on your mortgage – this can affect your credit score. If you're struggling to make your monthly payments, please let us know straight away – you can find more information on p19.

If you don't pay

If your account is in arrears, as a last resort, we might ask you to pay back all of the money you owe us straight away. If you can't do this, we might repossess your property. Please see Section 5 - Our right to take control of the property for more information.

Reasons we might change your monthly payment

We may change your monthly payments if your interest rate changes, or if we add costs or charges to your account. We might also do this if your mortgage term changes so you're paying it off over a shorter or longer period of time. This might happen if you switch to or from an interest-only mortgage, if you make an overpayment or underpayment, or if you borrow more money from us. We'll also do this if we have to by law.

Different ways of paying off your mortgage

Repayment mortgages

With a repayment mortgage, your monthly payments are used partly to pay off the loan amount and partly to pay off the interest.

Interest-only mortgages

With an interest-only mortgage, your monthly payments will only pay off the interest. This means that your loan amount will not go down.

At the end of your mortgage term, you must pay off your entire mortgage loan in one go. This includes everything else you owe us.

We'll only let you take out an interest-only mortgage with us if you have a savings or investment scheme in place. We must be satisfied that whatever you have in place is suitable to pay off the loan at the end of its term. This could be a pension, insurance, or endowment plan. You should check the plan regularly to make sure it's on track to pay off the loan. You'll still have to pay off all of the loan amount at the end of your mortgage term even if the savings or investment plan doesn't work out.

Transferring your mortgage to a different property

If you want to move to a new property, you might be able to transfer your mortgage to the property you want to buy. This is sometimes called 'porting' a mortgage. You must have had your mortgage for at least six months to be able to transfer it. Check your mortgage offer to see if you're allowed to do this.

When you apply to transfer your mortgage, we'll check to see we're happy to offer you one on the new property. We'll use the same criteria we would if you were applying for a mortgage with us for the first time. We won't agree to let you transfer your mortgage if you've broken any loan agreement with us.

You must tell us you want to transfer your mortgage before we close the current one. If the current mortgage closes before the new one starts, you may have to pay any early repayment charges. We'll refund these when we've fully set up your new mortgage. The new mortgage must start within 90 days of the current one ending.

You might also have to pay an early repayment charge if your new mortgage is for a lower amount than the current one. Check your mortgage offer for further details.

Interest

During your mortgage term, you have to pay interest on all the money you owe us until you have paid it off. This includes any interest and charges added to your mortgage. You can find out your interest rate and how long your introductory rate will last (if you have one) in your mortgage offer. You can also find out the interest rate we'll switch you to after the introductory rate ends.

You'll be charged interest on any unpaid fees, costs, and charges, and any missed payments. If we're lending you money in a series of smaller instalments, you won't have to pay any interest on money until we've sent it to you.

Changes to your interest rate

Why we might change your interest rate

We can only change your interest rate if your mortgage has a variable interest rate, and if we have a good reason for it. If you're on a fixed rate mortgage, we can't change the rate until the fixed rate period ends.

Your interest rate is most likely to change if your mortgage is linked to our Standard Variable Rate (SVR) or the Bank of England's base rate.

We may increase our SVR to protect our business. For example, if we're paying out more money in interest than we're being paid, or our running costs go up or down. We may also change it to make sure we follow laws and regulations.

We may also change your interest rate if our risk changes, for example, if you change how you use the property or break this agreement.

What happens if we change your interest rate

If the interest rate changes, we'll tell you in writing at least 10 days beforehand and tell you the date the change will happen.

If the interest rate goes up, your monthly payments usually go up and if they go down, your monthly payments usually go down.

Fees and costs

You should check your Tariff of Charges for details on any fees you might have to pay. The Tariff of Charges is a document which tells you what fees and charges you might need to pay. We update this document annually, and you can find it online or in one of our branches or agencies. Usually, we'll send the updated version with your annual statement. This covers fees that affect all or most of our mortgages. For fees that only affect your mortgage, check your mortgage offer.

If we increase any of our fees, or bring in new ones, we'll tell you in writing at least 30 days before the change happens. We can only make these changes for a good reason, such as if laws or regulations change. This might also happen if we introduce new services or product features.

You'll also have to pay any extra costs and expenses relating to your mortgage. We'll tell you about them first so you have the chance to pay them off straight away without interest being charged.

If you don't pay them, we'll add them to your mortgage account and you'll have to pay interest on them. This will be the same interest rate as for the rest of the loan.

Section 3

Looking after your property

Keeping your property safe

What you need to do

Your property must be kept in good condition, including any fittings. You should carry out any repairs to your property that need doing. If you don't repair your property, we can do it for you. If we do this, we'll add our costs to your overall loan.

You must pay any rents, taxes, bills and other costs for your property on time. You must make sure that all laws and regulations are followed on your property.

You can't do anything which may decrease the property value. You must also tell us if your property is going to be empty for a month or more.

If we find any work that needs doing, we'll let you know. We might then ask you to repair your property, or hire someone to do it ourselves. We might also ask you to take steps to protect your property (e.g. installing locks), or make sure it's complete, (e.g. finishing building works). Any building works should be completed to a good standard, and you shouldn't delay getting this done. You'll have to cover the cost of this. We'll add our costs to your overall loan.

You should live in your property yourself, and use it as a private home, unless we've agreed otherwise. If you want to rent your property out or use it as a business, you'll need our permission in writing.

If you receive any legal notice, order or document relating to your property, you must tell us and send us any copies we ask for within 14 days. For example, if someone else is claiming to have rights over your property, or if you're sent a notice by a government authority to do with your property.

If we need to check up on your property

We may need to enter your property in certain situations, including if we need to value it or check what condition it's in.

We'll tell you beforehand if we need to enter your property, unless it's an emergency.

If we enter your property, it doesn't mean we've accepted legal responsibility for it. You must let our employees or contractors into your property, and not stop them from being able to do their job. When we say contractors we mean people we hire that aren't part of our company such as builders, plumbers, or surveyors.

Insuring your property

You must always make sure that your property has buildings insurance. The insurance must cover the cost of rebuilding your property.You must provide us with a copy of the certificate of insurance if we ask for it.

Sometimes you won't be able to insure the property yourself, because it's someone else's responsibility. For example, if your property is a leasehold, your landlord will have to take out buildings' insurance. If this is the case, you must do what you can to make sure that your landlord insures it. Please ask your landlord for a copy of the insurance certificate.

What the insurance needs to cover

The insurance must cover the following:

- Fire
- Explosions
- Collisions (e.g. if a car drives into your property and damages it)
- Storms
- Floods
- Lightning
- Landslides and erosion
- Burst pipes
- Terrorism (if it's a business property)

The insurance must also cover the fees for any professionals you have to employ to carry out any works or repairs to your property. This includes architects, builders and surveyors. It should also pay out if you need to demolish anything, or clear the site of debris after a building has been knocked down.

If we allow you to rent your property, the insurance must cover loss of rent for at least three years if the property can't be used during that period. It must also cover VAT (Value Added Tax) and be index-linked. This means it will cover you if your property value goes up or down with inflation.

If someone else has insured your property

If someone else has insured your property, you don't have to insure it again, as long as the insurance covers what we need it to.

If we insure the property

We may insure your property if you haven't insured it yourself, and we don't believe anybody else has either. Also, we might do this if there is insurance, but it doesn't cover what we need.

If we insure your property, we'll add the cost to your mortgage account, and charge you interest on it until you've paid it off.

You can't allow anything to happen which might prevent you from being able to make a claim, or lead to the insurance being cancelled.

If you need to make a claim

You must tell us straight away if your property is seriously damaged and you need to make a claim.

If your insurance pays a claim, you must keep the money until it's used to repair your property. This is called holding it 'on trust'. If your property can't be repaired, we'll use that money to pay off the mortgage.

What you need to tell us

It's very important the information you give us is true, accurate and complete. This includes details about your property and your finances. You must tell us straight away if any information you've given us is wrong or has changed, as this might have affected our decision to lend to you.

If you lie to us, give us wrong or misleading information or commit fraud, we may ask you to pay us everything you owe straight away. We may also change the conditions of our agreement.

If you're a company, we might ask for your audited financial statements – this means it has been inspected by professional accountants. We'll only do this if we have to by law. The audit must follow UK Generally Accepted Accounting Principles (GAAP), a list of rules which show that everything has been done properly.

You must also tell us straight away if your contact details change.

Using your property

If you're carrying out building work

If you wish to carry out building work that might affect the value of your property, you'll need our permission in writing beforehand. This includes making structural changes, such as building an extension or knocking down walls.

If you're renting or selling your property

You can only rent out your property or share it with someone else (for example, a paying lodger) if you have our written permission. If we agree to it, we might need you to follow some extra terms. If you don't follow them, you'll have to cover any money we lose as a result.

You also can't sell all or part of your property, get another mortgage on it, or give anyone else rights over it, without our written permission. We might charge you a fee for providing our permission.

If we give our permission, it might be dependant on extra conditions that you'll have to follow.

Running a business from your property

While you have your mortgage with us, you can run a business from your property so long as you have our permission. If you do, you must make sure you have all the licences you need.

If you have a licence to sell alcohol on your property

If you have or get a licence to sell alcohol on your property, you must make sure your licence is up to date, and be able to show it to us if we ask. If you're having trouble paying your mortgage, we might ask you to transfer the licence to someone else. If this happens, it's your responsibility to do whatever is needed for the licence to be transferred.

Section 4

If you break our mortgage agreement

In some situations, we may demand that you pay off all the money you owe us straight away. We might do this if you break our mortgage agreement, put us at risk, or for any of the reasons listed below.

See Section 5 – *Our right to take control of the property* on p22 for more details on what might happen if you can't pay this off.

We'll have the right to ask you to pay back all the money straight away if any of the following happen:

1. If you don't pay us on time

You're late to make any payments by at least a month. Your total arrears must be equal to two months' worth of mortgage payments or more. When we say arrears, we mean any debt that you haven't paid.

This will also apply if you haven't paid off everything you owe us by the end of the mortgage term.

> **Worried about your finances?**
>
> We'll do all we can if you've fallen behind with your payments, or think you may struggle to make your payments in future.
>
> We're here to help so please don't struggle alone.
>
> To speak to us please call **01633 844371**

2. If you're having financial difficulties

You're late to make any payments by at least a month.

You're made bankrupt or enter a voluntary arrangement with anyone you owe money to. A voluntary arrangement is where the person you're in debt to agrees to accept late payment or only part payment of the money. This is supervised by a qualified person called an insolvency practitioner.

Another lender repossesses your property or appoints a receiver to manage it on your behalf. This might happen if you've secured another debt, to another lender, on the property. This means that the other lender can sell or take possession of your property or belongings to get their money back.

The mortgage is taken out in the company's name, and that company goes into liquidation or administration. When we say liquidation, we mean that a company is being shut down and has to be broken up and parts sold off. When we say administration, we mean that parts of a company have to be sold off to prevent it having to close down entirely. Often an administrator, liquidator, or trustee is hired to manage this process. This also applies if a receiver is appointed – this is someone hired to manage a property, business or anything else you own.

3. If the authorities make you sell your property

This is sometimes known as a compulsory purchase order.

4. If you don't tell us the truth, or commit fraud or other crimes

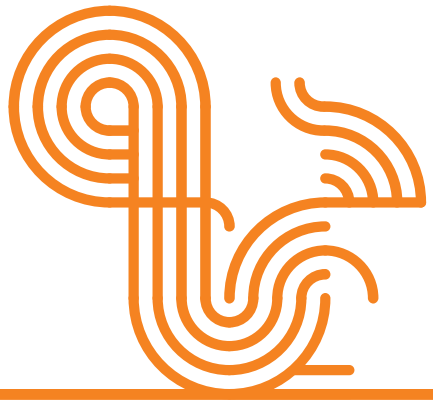
This includes if you give us any incorrect information, whether it's on purpose or not, and this affected our decision to lend the money to you. We'll also do this if we have reason to believe that you're involved in fraud or other serious criminal activity. If this happens, you'll have to repay your loan unless we are satisfied that you haven't done anything wrong.

5. If you close down your business

This includes closing down all or part of your business, or telling us you intend to. We'll only do this if the mortgage is taken out in the company's name.

6. If we can't use your property to get our money back

This might happen if we can't use your property as security for any legal reasons. For example, we might do this if there was a dispute over a will or the value of the property goes down significantly. It will also happen if someone else has guaranteed your mortgage and we won't be able to get our money back from them. A guarantee is when someone else – known as a guarantor – agrees to pay your debt to us if you can't.



Section 5

Our right to take control of your property

When you take out a mortgage with us, we secure the loan against your property. This means we can repossess and sell the property if something goes wrong. This is known as our right to repossession.

In some situations, we might demand you pay off everything you owe straight away. Check Section 4 – If you break our mortgage agreement on p19 to see the reasons this might happen. We can also take control of your property if you ask us to. This is known as voluntary possession

Actions we can take

If you can't pay off everything you owe when we ask you to, the following things might happen:

1. Repossess your property.

We can repossess your property. This means we take over control of your property from you. If you're living there at the time, you'll have to leave. We may need to get a court order before we can do this.

If we repossess your property you will need to remove any belongings before this happens. You may be allowed a supervised visit to collect your belongings after the property is repossessed. The costs of this will be added to your account.

2. Selling and renting your property.

If we repossess the property, we will sell the property for the best possible price.

3. Using other money you've given us to pay off your debts

If you have an account with us, such as a savings account, we can use this money to pay off any money you owe us. We can also repay it by using any other money we owe you. This is often referred to as 'set-off'.

4. Appoint a receiver.

We can appoint someone as a receiver to manage your property or part of it. We describe what this means in more detail below. We may also use the same powers which a receiver has under laws and regulations and we may use them even if a receiver has been appointed.

If we need to manage the property on your behalf

We might appoint a receiver - this is someone we can appoint to manage your property and to sell or rent it out. A receiver may receive rent and any other income your property earns.

We'll choose a receiver for you and agree reasonable fees with them, but they'll be acting on your behalf so you'll have to pay them. You'll also have to pay any related costs. If they need to spend any money to do their job, you'll have to cover this as well. We'll add the total to the amount you owe us.

If we appoint more than one receiver, each of them can act separately and independently from each other. Both we and the receivers may also appoint others to

carry out any work required. The receivers can also act independently on our behalf and do whatever is necessary to carry out the job, as long as it's legal.

What can the 'receivers' do?

The receivers can enter your property or repossess it if necessary. If you were running a business from your property, they can run it for you.

The receivers can sell or rent out the property, or part of it. They'll need to sell it for the best price they can get. They can also get rid of or sell things from inside the property. They can receive any income the property earns, including rent.

They can start and finish building work on the property and make repairs or improvements. If they need to apply for official licenses or permissions, such as planning permission, they can do this. They're allowed to buy land, materials, and equipment, and take out insurance for the property.

They can take legal action or defend against anyone else taking legal action. They can also come to agreements with anyone they need to, including tenants and people living on your property. They can also take steps to make sure the property is following all laws and regulations.

If your property is a leasehold, the receivers can end the lease, organise a new lease, or change the leasehold agreement.

The receiver can grant a new lease, tenancy or licence of your property. This means that if there are tenants, the receiver can review the tenancy and change it. They might do this to make sure the right type of tenancy is in place, or to change the cost of the rent.

Section 6

Acting on your behalf

When you take out your mortgage, you appoint us to be your 'attorney'. This means we're allowed by law to act on your behalf.

As your attorney, we can do a number of things in your name and on your behalf.

For example, we can sign documents, manage your property and enter into agreements, such as extending a lease, on your behalf. As far as the law is concerned, anything we do on your behalf as your attorney will be treated as if you did it yourself.

We'll be your attorney until you've paid off everything you owe us relating to this mortgage.

Section 7

Making changes to your mortgage

As well as changing interest rates, we may also change the terms of your mortgage. We'll only do this if it's to make the terms fairer to you, make them easier to understand, or to correct any errors.

We might also do this in order to introduce new systems or technology, or offer new products and services. We'll also do this if we have to by law.

If this happens, we'll tell you in writing at least 14 days beforehand. We'll make sure the scale of any change we make is in line with the reason we're making it.

If we give your mortgage to someone else

We may pass on some or all of our rights under the mortgage to someone else at any time, for example another lender. If we do this, we can share your information with them, including any information and documents we hold relating to your property.

Section 8

Complaints and disagreements between us

How to make a complaint

We want to always give a high-quality service. However, if you aren't happy with something, we want to hear from you so we can put things right. If you want to make a complaint, you can talk to a member of staff in one of our branches or agencies. Alternatively, get in touch with our Customer Services team.

You can find our contact details on our website at:
https://www.monbs.com/contact-us/.

You can also visit our website to find more information about the complaints process at **https://www.monbs.com/complaints-procedure/.**

You can make a complaint in any of the following ways:

In person

You can make a complaint in person at any one of our branch or agency offices.

By phone

Call 01633 844 370 during our normal business hours of Monday – Friday, 9.00am - 5.00pm*. *Wednesdays from 10.00am – 5:00pm.

By post

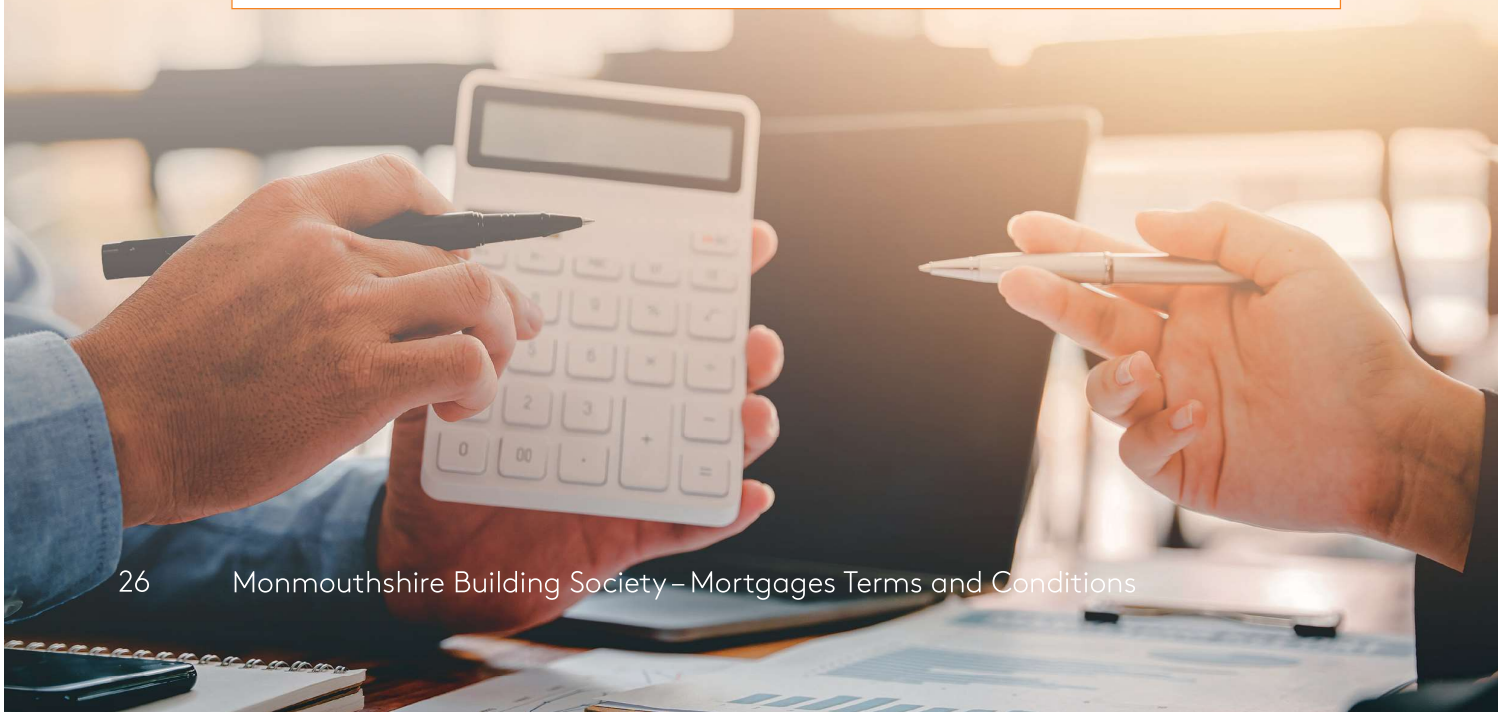
To make complaints in writing, our address is:

Complaints Team

Monmouthshire House
John Frost Square
Newport
NP20 1PX

Online

You can also complain online via our secure contact form.



If you're not happy with our response

If you're not happy with how your complaint is handled, you can contact the Financial Ombudsman Service (FOS).

The FOS is an independent complaints service that's free to use. You can refer your complaint to the FOS if you're not happy with our final response, you have six months from the date of our last response.

You can find out more about them and how to complain at: **www.financial-ombudsman.org.uk.**

You can also ask them for a leaflet with more information on it.

You can also contact them in the following ways:

By phone

0800 023 4567

Calls are free from a UK landline or mobile.

+44 (0) 300 123 9123

Calls charged at the same rate as 01 or 02 numbers on a mobile phone.

By email

complaint.info@financial-ombudsman.org.uk

By post

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Taking legal action

Taking a complaint to the FOS doesn't affect your legal rights. You can still choose to take your complaint to court. If you do, the law of England and Wales will apply to this contract. You can find out more about this through Citizens Advice.

If you take legal action against us, you must tell us in writing. You can either deliver it by post or in person, to the address written at the top of the mortgage offer.

Section 9

Protecting Your Information

We take your privacy very seriously and always treat your personal information with the greatest care, holding it safely and securely.

For further information our Privacy Notice is available from our website **www.monbs.com/privacy**, in branch or agency offices or call our Customer Services Department **(01633 844370)**. This will give you more detailed information.

Monmouthshire Building Society

Protected

Fairer Finance
APPROVED DOCUMENT
Clear design Simple language

Monmouthshire Building Society is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register Number: 206052

To find out how we use your data, please visit www.monbs.com/privacy, pop into a branch, call our Customer Services Department (01633 844340) or email dataprotection@monbs.com

Head Office: Monmouthshire House, John Frost Square, Newport, South Wales, NP20 1PX.

Telephone calls may be monitored and/or recorded for security and training purposes.

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Financial Services Register Number: 206052.

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