Bluestone. mortgages

General Mortgage Conditions 2025

England and Wales

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Bluestone. mortgages

Introduction and key terms

This is an important legal document. These mortgage conditions set out how your mortgage works, our rights and powers and what your obligations are over the life of your mortgage. They form part of our agreement with you (we refer to this as the **agreement** or the **mortgage** throughout these mortgage conditions).

The agreement is also made up of:

- **application declarations**: the declarations and information 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 you and the interest rate we're charging. If your mortgage offer says something different to other documents that form part of the agreement, the mortgage offer has priority.
- **mortgage deed**: the mortgage deed creates a legal charge over your property – this is our security for the money you owe us.
- **tariff of fees and charges**: the tariff of fees and charges sets out our standard charges and costs that you may have to pay during the life of your mortgage.
- any other document entered into in connection with this mortgage. For example, any additional security documents we ask you or a third party to enter into in connection with this mortgage.

The agreement last until you have paid us everything you owe us under the agreement, and we no longer have the legal charge over your property.

Some words we use in the agreement (including these mortgage conditions) have a technical meaning. We've explained the meanings of them below. Where a word appears in the singular it can also mean the same in the plural, where appropriate.

completion	completion of the agreement, by which we mean that all our pre-lending conditions and other pre-lending requirements have been satisfied, the mortgage deed is executed and the loan monies are sent out;
costs and charges	the costs and charges set out in your mortgage offer or described in condition 3 (Our costs and charges) below;
interest	The interest rate set out in your mortgage offer and described in condition 2 (The interest we charge) below;
LPA	means the Law of Property Act 1925 (or any changes to this legislation or new legislation that replaces it);
month	means a calendar month;
payment day	means the date your monthly payment is due. The mortgage offer says when this is unless you or we have changed it, in which case it will be the date it was changed to;
property	means the property stated in the mortgage deed;
tariff	means our tariff of mortgage charges;
we, our and us	means Bluestone Mortgages Limited. It also means any person who we transfer any of our rights in your mortgage to;
year	means a calendar year;
you and your	means the person or people named as the mortgage account holders in the mortgage offer (and their personal representatives and anyone who takes over their legal rights and duties under the agreement). If there is more than one of 'you', 'you' or 'your' means all or any of you. You're each responsible for the entire mortgage as individuals and also responsible jointly.

When we use words in these conditions, like "for example", "including" and "in particular", that means that the wording surrounding them is illustrative only and is not meant to limit the meaning of words or expressions.

About your mortgage

1 What, when and how you will repay your mortgage

1.1 You must repay all the money you owe us (which includes the money we originally lent you, any further money we lend you which says it is secured by the mortgage deed, plus interest, costs and charges) by the end of the mortgage term set out in your mortgage offer – if you don't do so we can continue to apply interest to any amount outstanding at the interest rate until it's fully repaid.

1.2 You must pay to us the monthly payments set out in your mortgage offer (or any changed monthly payments which apply under these mortgage conditions) on time. For the purpose of calculating the monthly payments we may assume that each month is an equal twelfth part of the year.

1.3 Your mortgage offer will say if it's a repayment, interest only or part and part mortgage:

What is a repayment mortgage?	With a repayment mortgage, we calculate your monthly payment so that you repay what you owe with interest in equal instalments over your mortgage term. Your monthly payments won't cover any arrears, so if you go into arrears during your mortgage term, you'll need to make separate arrangements to repay the arrears at the end of the mortgage term if you have not been able to pay them off in the meantime – we'll tell you what your options are at the time.
What is an interest-only mortgage?	With an interest-only mortgage your monthly payment will only pay us the interest we charge. You'll have to pay the rest of the money you owe us at or by the end of your mortgage term.
What is a part and part mortgage?	With a part and part mortgage you pay off some of the mortgage over the mortgage term, but not all of it. When the mortgage term comes to an end there will still be some money left to pay off.

1.4 We'll take the monthly payment by direct debit from a UK bank or building society account. In exceptional circumstances and at our discretion, monthly payments may be accepted by electronic transfer or standing order from a UK bank or building society account in your name.

1.5 We will write to you to tell you the date your monthly payments will be due after completion. This will usually be the first day of each month. Your monthly payments will be due on the same date each month. If the payment day does not fall on a working day, payment will be taken on the next working day.

> "Let's say your payment day is 1st, and in September that falls on a Saturday. You would have to make your payment on 3rd September, because that would be the next working day.

1.6 You can ask us to change your payment day (to any date between 1st and 28th of a month) at any time. We will agree to this provided that:

1.6.1 we are satisfied that your request doesn't indicate that you're unable to make the monthly payments; and

1.6.2 all your monthly payments are up-to-date.

1.7 We may change your payment day at any time to reflect:

1.7.1 a change in the law, regulatory requirements or code of practice; or

1.7.2 technological change.

We'll give you at least two months' notice of any change that we're making to your payment day.

1.8 Your first monthly payment may be more or less than the usual monthly payment amount stated in your mortgage offer. This depends on the date completion takes place. We will write to you to tell you the first monthly payment amount.

1.9 Your final monthly payment may also be more or less than the usual monthly payment amount to take into account any overpayments or underpayments on your mortgage or any amounts which you added to your mortgage and which you did not pay earlier.

1.10 We may change the amount of your monthly payment to reflect any changes to:

1.10.1 your interest rate;

1.10.2 the amount of money you owe us;

1.10.3 the repayment type for the mortgage;

1.10.4 the mortgage term; or

1.10.5 law or regulation.

We'll act reasonably in exercising this right and we'll tell you at least 14 calendar days in advance of the change taking place, including telling you when your new monthly payment amount is first due.

1.11 If you don't pay everything due in full we'll apply the amount you pay us:

1.11.1 towards any arrears; then

1.11.2 towards any unpaid charges and any unpaid interest which doesn't form part of the arrears; and then

1.11.3 towards the rest of the outstanding balance on your mortgage account.

1.12 We'll only release the security for your mortgage when you've repaid everything you owe us in full.

1.13 You can repay all or part of the money you owe us at any time, as long as you also pay any early repayment charges that apply. You'll find details of these in your mortgage offer.

1.14 If you don't make a payment on time on any loan with us, we may use the money we have received from you, or any money which we hold for you, to make the payment. This right is sometimes referred to as 'the right of set-off'.

2 The interest we charge

2.1 We charge interest on everything you owe (until you have paid it off) unless we tell you we are not charging interest on something. We charge interest for every day you owe us anything under the agreement, except costs and charges which you are charged after completion of the agreement. For the avoidance of doubt, if we pay something on your behalf (such as an

insurance premium), we will charge interest on that sum as if it formed part of the money we originally lent to you.

2.2 We start charging interest:

2.2.1 on any money we lend to you, from the day we lend it to you;

2.2.2 on interest from the day after we add it to your mortgage account; and

2.2.3 on any charge and cost we add to your mortgage account from the day we do so.

2.3 This means that we charge interest on arrears and any interest on arrears that you haven't paid. So, we'll charge you interest on interest that we've charged you but you haven't paid.

2.4 If you make a payment it will reduce what you owe (and the amount we charge interest on) from the day we actually receive the money.

The type of interest that applies to your mortgage.

2.5 Your mortgage offer will set out the type of interest rate that applies to your mortgage.

Fixed interest rate

2.6 If the interest rate is fixed then your mortgage offer will tell you how long the interest rate is fixed for. During that time the interest rate will not go up or down. Once the fixed period comes to an end then your interest rate will be set by reference to a variable rate. The type of variable rate will be set out in your offer letter.

Variable interest rate

2.7 A variable interest rate is an interest rate that can go up or down. There are different types of variable rate, for example tracker rates and our standard variable rate, which will be set out in your mortgage offer. If a variable rate applies to your mortgage, your interest rate could fall to 0%, but never below this.

> "Our Standard Variable Rate is a variable interest rate that we set and can decide to change. A tracker rate follows movements in another interest rate that is not set by us. It will track that other rate by a 'margin'.

Tracker Rate

2.8 Our tracker rate mortgages track Bank of England Base Rate. If the Bank of England Base Rate Changes, we will change your interest rate on the same day and give you notice within one month of the date of the change.

2.9 Your monthly payment will be recalculated to reflect the change in Bank of England Base Rate. If there is 15 days or more until your next payment day, your monthly payment will change on the next payment day. If not, it will change from the one after.

2.10 If the Bank of England Base Rate (or the rate that replaces it) stops being set or there is a significant change to the way it is calculated or set and we are unable to reasonably identify a replacement rate, we can choose a new rate of interest that will be tracked. The rate we choose will be a rate we do not set.

2.11 Your mortgage offer will tell you what the margin is. The margin could be an amount added to the tracker rate (for example, Bank of England Base Rate + 2%), deducted from the tracker rate (for example, Bank of England Base Rate – 2%) or zero.

2.12 We will not change the margin, but if the margin means your interest rate would fall below zero, your interest rate will be 0% instead.

Standard Variable Rate

2.13 We may reduce the standard variable rate at any time and without notice to you, but will notify you of any change to your monthly payment.

2.14 We may increase the standard variable rate at any time to respond proportionately to any one or more of the following:

2.14.1 a change in our costs in funding your mortgage (this may include, for example, where the interest rates on the money we borrow to fund your mortgage, increase); or

2.14.2 a change in the law, codes of practice or the way we are regulated (including a decision by a court, ombudsman or a similar body).

2.15 We will give you at least 30 days' notice of an increase in the standard variable rate. When we give you notice we'll also tell you what your new monthly payment will be.

How we calculate interest

2.16 The interest rate is an annual rate. For the purposes of calculating the annual rate we assume that a year is 365 days (even in a leap year). To calculate the amount of interest accruing on a daily basis, we divide the annual amount of interest by 365. To calculate your monthly payment we treat each month as an equal twelfth part of the year.

2.17 Interest will be added to the mortgage account in arrears on the payment day. Interest accruing in the month or part of the month in which the outstanding balance is repaid in full will be added to the account on the day on which the outstanding balance is repaid in full.

2.18 We'll continue to charge you interest at the interest rate even after any court order requiring you to pay the whole or any part of any amount that you owe us.

3 Our costs and charges

3.1 As well as paying us interest on your mortgage you may have to pay us charges and costs.

3.2 Your mortgage offer will state if there are any charges you need to pay (for example, a product fee) and when these charges will need to be paid.

3.3 You may also have to pay our costs. You might have to pay a cost because you ask us to do something or you do not keep to your obligations under the agreement. For example, if we pay a service charge where you haven't done so.

3.4 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. You can find a copy of our tariff here: https://bluestonemortgages.co.uk/

3.5 Although in the majority of cases our costs and charges will be included in your mortgage offer or the tariff, in other cases (typically where the service falls outside our standard services) we will charge you a reasonable amount to cover our internal costs for providing the service and any costs we have to pay to other people.

3.6 If you don't pay the costs or charges when we ask you to, you may have to pay interest on them at the interest rate from the date that the cost or charge was due for payment until it is repaid.

We do not charge interest on costs and charges which you are charged after completion of the agreement. For the avoidance of doubt, if we pay something on your behalf (such as an insurance premium), we will charge interest on that sum as if it formed part of the money we originally lent to you.

3.7 We can reduce or cancel a charge or cost at any time and for any reason.

3.8 We can increase any of the standard charges or costs listed in our tariff (or introduce new charges) at any time, but we'll only do this to respond proportionately to any or all of the following:

3.8.1 introduction of a new service;

3.8.2 a change in the law, regulatory requirement or code of practice;

3.8.3 a change beyond our reasonable control in the costs to us of providing a particular service (for example, if a third party we use to provide the service increases their costs).

3.9 We'll write to you to tell you about any new or increased charges shown in our tariff at least seven days before the change takes effect. We'll also publish a copy of the updated tariff on our website: https://bluestonemortgages.co.uk/

4 Repaying your mortgage early

4.1 At any time before the end of your mortgage term, you can choose to make an early repayment by either paying:

4.1.1 everything you owe early (for example, you remortgage); or

4.1.2 part of what you owe early (for example, by making an additional payment(s) on top of your monthly payments – we call this making an overpayment).

4.2 You may incur early repayment charges for repaying all or part of your mortgage early. Where applicable, details of early repayment charges and when they apply will be set out in your mortgage offer.

4.3 Any overpayment will be credited to your mortgage account on the day it is received by us. When you make an overpayment, we will not automatically recalculate your monthly payments. However, if you make a lump sum overpayment of £1000 or more, you can ask us to do so.

4.4 If an early repayment charge is payable it will not only be payable if you choose to make the early repayment, but also if you have to make it, for example if we require you to repay your mortgage in full immediately for one of the reasons stated in these mortgage conditions.

5 Flexible features of your mortgage

Payment holidays and underpayments

5.1 Your mortgage offer will say whether you are entitled to take a payment holiday (i.e. miss one or more of your monthly payments) or make an underpayment (i.e. pay less than the full amount of your monthly payment).

Porting

5.2 If you are entitled to port your mortgage (i.e. transfer your outstanding balance to a mortgage of another property) this will be set out in your mortgage offer.

5.3 If it is possible to port your mortgage, we will need to be satisfied that the new property creates satisfactory security for mortgage. You will always be subject to a full affordability assessment where porting is allowed. Our affordability requirements at the time of your move may be different to those at the time you take out your mortgage and also your circumstances may have changed. We will discuss the details of this with you, if applicable, at the time.

Your obligations in connection with the property

6 Insuring the property

6.1 The property must be covered by buildings insurance for as long as it is security for the money that you owe us. The insurance must cover the full rebuilding cost, including clearing the site, paying all fees and expenses and the cost of meeting any planning or local authority requirements. The insurance must also cover the usual home insurance risks including (but not limited to) fire, explosion, earthquake, storm, flood, escape of water or oil, subsidence, heave, landslip or malicious damage.

6.2 You must not do anything which means the insurer could refuse to pay claims under the buildings insurance, or refuse to provide insurance cover.

6.3 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 does not insure your property, or is insuring it for less than its full rebuilding cost, you must let us know.

6.4 If we reasonably believe your property is not insured we may arrange insurance. If we do this, we'll pass on the cost to you.

6.5 If a claim is made on the buildings insurance, any money received from the insurer must be used to reinstate your property or reduce or pay off the money you owe us.

7 Use of the property – What you must do and what you must ask our permission to do

7.1 By entering into the mortgage, you have given us security over the property. This means that rights you have as owner of your property are transferred to us as part of the security and pass back to you when the mortgage ends.

7.2 There are certain actions that you must or must not take in relation to the property.

7.2.1 You must:

(i) look after the property and keep it in good condition, carrying out any necessary repairs;

(ii) ensure that any unfinished building works on the property are completed without delay and to the required standard;

(iii) tell us within 14 days about (and give us a new mortgage (if we ask) over) any increased interest you get in the property (for example a new or extended lease on your property or an interest in the freehold of any building that includes the property);

(iv) if the property is leasehold, comply with all of the tenant's obligations under the lease (including paying any ground rent and service charges on time);

(v) pay all rents, taxes and outgoings affecting the property;

(vi) let us know immediately if you receive any notices claiming that you've not complied with any consents or regulations for example from a landlord or government department and take all reasonable and necessary steps to comply with the requirements of such notice;

(vii) allow us, our employees or agents access to the property if we ask and give you reasonable notice. We may need to do this to carry out a valuation of the property, inspect the state of repair and condition of the property or to carry out/complete any work necessary to put right your failure to comply with the terms of the agreement.

7.2.2 You must not:

(i) neglect or damage the property or do anything to reduce its value;

(ii) do anything on the property which might harm any insurance or increase the cost of that insurance;

(iii) alter the property if such alterations would reduce its value or grant rights in it to anyone (or allow anyone to obtain rights in it);

(iv) knowingly take any action that regarding the property that breaks the law.

7.2.3 You must not, without getting our written permission first:

(i) apply to a local authority or other similar body for any loan or grant for the repair or improvement of the property;

(ii) change the use or occupation of the property. This includes leasing, letting, licensing or parting with possession of it, or any part of it (unless you have a buy-to-let mortgage);

(iii) alter or extend the property;

(iv) sell or dispose of the property (or any interest in it) or agree to do so;

(v) use the property as security for another loan or for any other obligation you may be subject to.

7.3 If your property is damaged or loses value, you may receive compensation or money from insurances or guarantees. You must use this to fix the related problems or pay off the money you owe us. You'll hold any money you receive in trust for us. This means that you'll hold the money on our behalf, and if we ask for it, you must pay it to us immediately.

8 Additional actions you must take if your mortgage is a buy-to-let mortgage

8.1 In addition to complying with condition 7, if you have a buy-to-let mortgage you must make sure that:

8.1.1 you let the property within three months of completion;

8.1.2 the property is not at any time occupied by you or by anyone related to you (and for these purposes a person is "related" to you if they are your spouse, civil partner parent, grandparent, sibling, child, grandchild, aunt, uncle, cousin, niece, nephew or any person (whether or not of the opposite sex) whose relationship to you has any of the characteristics of any of those persons);

8.1.3 you meet all relevant laws and regulations that apply to letting your property, for example, protecting the tenant's deposit and getting any necessary consents;

8.1.4 if your property is leasehold, you meet the conditions in your lease before the tenancy starts. For example, you may need the landlord's written consent;

8.1.5 all tenants sign the tenancy agreement, which must meet the conditions in condition 9;

8.1.6 the rent covers your monthly mortgage payments and any bills, for example council tax;

8.1.7 you make suitable arrangements for management of the property;

8.1.8 at all times you have suitable insurance for the property that is being rented out;

8.1.9 you give the tenant written notice that:

(i) you've mortgaged your property;

(ii) as the mortgage lender we can take possession of and sell your property under the terms of the mortgage in certain circumstances;

(iii) if we sell your property under the terms of the mortgage they'll need to move out in line with the statutory or contractual notice from us; and

8.1.10 you tell us about any changes to your address - we'll send documents about your mortgage to the last address you gave us.

8.2 You must not:

(a) let your property to more than five unrelated tenants;

(b) enter into more than one tenancy for your property (where each tenant would have a separate tenancy agreement); or

(c) rent out your property to:

(i) asylum seekers;

(ii) people who have or may get diplomatic immunity;

(iii) Rent Act protected tenants (who could have the right to stay in your property after the tenancy ends); or

(iv) agents of any of these people.

8.3 Your tenancy agreement must be in writing and say that:

(a) it is for a fixed term;

(b) the tenant will:

- only use your property as their home and not for any business;
- keep your property in good repair and condition;
- pay rent monthly or weekly;

(c) you can end the tenancy at the end of any fixed term or end it early if the tenant has breached any term of the agreement; and

(d) the tenant can't sub-let your property (let all or part of your property to someone else) or transfer the tenancy to someone else within the first three months of the term or to anyone in condition 8.2(c). Any sub tenancy must comply with these conditions.

9 Acceptable tenancies

England

9.1 If the property is in England, you must meet the following conditions:

(a) if the annual rent is £100,000 or less, the tenancy must be an assured shorthold tenancy for a fixed term of between six (6) and thirty-six (36) months and meet the terms of the Housing Act 1988 (as amended);

(b) the tenant must not have security of tenure under the Landlord and Tenant Act 1954 (meaning they must not have the right to stay in your property after the tenancy ends); and

(c) you must give the tenant written notice before they move into your property that we can seek possession under the Housing Act 1988, and include this condition in the tenancy agreement.

Wales

9.2 If the property is in Wales the tenancy must meet (a) or (b) depending on when it started:

(a) If it started before the Renting Homes (Wales) Act 2016 (the RHWA) came into effect, it must meet condition 9.1 above. Then, after the RHWA came into force, your tenancy agreement will have changed into an occupation contract. Your tenants will have become contract-holders. You must make sure that a written statement of the occupation contract, that meets the terms of the RHWA, has been given to your contract-holders within six months of the RHWA coming into effect; or

(b) If it started after the RHWA came into effect, it must be a standard occupation contract within the meaning of the RHWA for a fixed term of up to 12 months. It must contain a break clause which lets the landlord end the contract on 2 months' notice as set out in the RHWA.

9.3 You must meet the RHWA in full. For example, you must:

(a) make sure the property is fit for human habitation, which means it meets all the legal standards for contract-holders to use it as their home;

(b) protect all deposits as set out in the RHWA and give all required information to the contract-holders; and

(c) give your contract-holders a written statement of the occupation contract within the time limits stated in the RHWA.

9.4 You must make sure that:

(a) the occupation contract clearly states that it excludes any rights of succession in the RHWA;

(b) the occupation contract includes all fundamental terms set out in the RHWA without any changes;

(c) where any supplementary terms set out in the RHWA or related regulations are left out or changed, those differences are agreed with the contract-holder; and

(d) any extra terms included in the occupation contract do not conflict with any key matter, fundamental term, or supplementary term in the RHWA and are fair under consumer protection law.

When we can ask you to repay the mortgage in full and what happens if you don't do so

10 When we can ask you to repay the mortgage in full

10.1 In certain circumstances we may write to you and require you to pay us everything you owe us immediately and take steps to end the mortgage. We'll only do this if:

10.1.1 you've failed to make payment of an amount equal to two or more of the monthly payments on the mortgage, and we have exhausted all reasonable options available to you;

10.1.2 you don't repay the money you owe us at the end of the mortgage term;

10.1.3 you breach any term of the agreement (other than for the payment of money) in a way that is more than minor and that you can't fix quickly;

10.1.4 you're made bankrupt;

10.1.5 you start, or have started against you, any other form of steps or actions in respect of your insolvency (however described), 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;

10.1.6 you gave us incorrect or incomplete information when you applied for the mortgage and we wouldn't have lent the money to you if you'd given us the correct or complete information;

10.1.7 we believe (acting reasonably) that the property has been abandoned;

10.1.8 the property is compulsorily acquired (for example, a local authority forces you to sell the property to them);

10.1.9 the property is leasehold and you breach the terms of the lease, for example, you don't pay the ground rent or service charge;

10.1.10 you die or you are joint borrowers and the last surviving one of you dies;

10.1.11 any of the above events occurs in respect of a person or legal entity which has provided a guarantee or security in respect of the agreement; or

10.1.12 a person or legal entity which has provided a guarantee or security in respect of the agreement breaches the terms of their guarantee or security, or tries to terminate to revoke it.

10.2 If you don't repay everything you owe us when requested and we obtain a court judgment against you for that amount (or part of it) you will pay interest on the amount of that judgment at the rate set by the court, or if none is set by the court, at the interest rate.

10.3 If you move to live outside the United Kingdom (or we reasonably believe that you have done so) and we believe that your move outside the United Kingdom might cause us to:

10.3.1 break any laws or regulations in the United Kingdom or elsewhere; or

10.3.2 be subject to action from any government, regulator or other authority in the United Kingdom or elsewhere,

we may not be able to provide you with your mortgage or some mortgage services (such as product transfers or additional borrowing). We may also ask you to repay everything you owe under your mortgage.

10.4 If we ask you to repay your mortgage for the reasons specified in condition 10.3 we will give you 6 months' notice, unless the regulator in the country that you're living in insists we ask you to repay your mortgage sooner. If so, we will give you less notice. At the end of this notice period you must pay everything you owe us immediately if you haven't already done so. If you don't repay everything you owe, we might take the action in condition 11.

11 Action we may take

11.1 If any of the events in condition 10.1 happen and you are required to pay us the money you owe us, we may immediately take steps to:

11.1.1 repossess the property;

11.1.2 sell the property;

11.1.3 appoint a receiver to collect the rent.

11.2 We can take any of these steps free of any restrictions in the LPA.

11.3 We can also use other enforcement rights under the LPA, again free of any restrictions in the LPA. These enforcement rights include:

11.3.1 Carrying out any repairs or building work necessary to ensure that the property is in good condition (including obtaining any consents necessary for such work).

11.3.2 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.

11.4 We may appoint a receiver to take these steps instead of us. A receiver is someone we can appoint to manage and sell the property, including collecting the rent. The receiver may be one of our employees or anyone else we choose. Although we would appoint the receiver they would act for you and in your name (not ours) and you'd have to pay their fees.

11.5 Where we appoint more than one receiver they may be given the power to act together or on their own. We may from time to time remove the receiver and appoint someone else.

11.6 If we, or a receiver appointed by us, take possession of the property you must remove all furniture and other personal property within 14 days. If you don't, we can remove store or sell any items left on the property. We won't be responsible for any loss or damage caused by us doing this unless we don't take reasonable care.

11.7 If we or an agent sell the property after enforcement action against you, you must still pay us any amount by which the sale process falls short of the amount you owe us. If you don't pay this shortfall when we tell you it is due, we will continue to charge interest on it at the interest rate.

12 Acting on your behalf

12.1 By way of security for your obligations under the agreement, you appoint and authorise us and any receiver 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.

12.2 The actions we (and any receiver) can take using this power include, but are not limited to, the following:

12.2.1 signing and completing any document, including a document that is needed to rectify title to the property or give us security over any additional rights you may obtain in respect of the property;

12.2.2 transferring your share or interest in any residents' society or management company;

12.2.3 sharing information with others who have an interest in the property; and

12.2.4 settling any claim by your landlord, management company or commonhold association.

12.3 We (and any receiver) are appointed as your attorney for as long as you owe us money and your property is security for money you owe us. You can't revoke this power of attorney.

How we will communicate with you, changes we can make to the agreement and other terms to be aware of

13 Communicating with you

13.1 If we need to contact you, we'll write to you by post or email to the address or email address that you've given us for this purpose. We'll assume you've received it:

- within two working days after posting it; or
- on the day we sent the email.

13.2 We may also contact you by telephone, using the telephone number that you have given us.

13.3 We'll always communicate with you in connection with your mortgage in the English language.

13.4 If you need to contact us, you can either call us or write to us using the contact details at the end of the document.

14 Changes to the agreement

14.1 We may make a change that we reasonably think will not be to your disadvantage. We may also change the terms and conditions of the agreement if it is reasonable to do so to:

14.1.1 help comply with any legal and regulatory requirements;

14.1.2 help comply with any change in how laws and regulations are applied or interpreted, for example, to take account of any decision by a court or ombudsman;

14.1.3 reflect an improvement in any service or facility we provide in connection with the agreement or to introduce a new service or facility; or

14.1.4 enable us to make reasonable changes to the way we look after your mortgage as a result of changes to the banking or financial system which are beyond our control.

14.2 We'll make sure that any change is proportionate to the reason for making it and we'll give you at least one months' notice.

15 Transferring your mortgage

15.1 We can transfer any or all of our rights under the mortgage and our agreement to another person at any time. For example, we could sell your mortgage to someone else, so that they can benefit from the income from the amounts you pay under the agreement. If we do so, it means that you will have to do everything you have to under our agreement for them, instead of for us.

15.2 If this happens, it won't reduce your rights under the mortgage. As part of this agreement, we can share information we hold about you with the person we're transferring our rights to. You also agree that we may give details about the mortgage and our agreement (including your name and address) to anyone we are discussing transferring the mortgage and our agreement to.

15.3 You can't transfer your rights or obligations under the mortgage to anyone else.

16 Complaints

16.1 We strive to give you the highest standards of products and services. We understand that things don't always go to plan, and there may be times when we don't live up to your expectations. If this happens, we want you to tell us. We'll do our very best to put things right, as quickly as possible and to your satisfaction.

16.2 We will fully investigate every complaint about our services. Even if your complaint relates to a particular policy decision and we are not necessarily able to change things, we will explain it to you.

16.3 We want to resolve your complaint straightaway and, in the majority of cases, the first person you speak to will try to resolve things for you. If we have been unable to do that within three working days after we've received your complaint, we'll write to you. We'll do this within five working days to acknowledge your complaint and tell you who is dealing with it.

16.4 We will then keep you up to date while we are investigating your complaint, until we provide you with a formal resolution letter, as part of our procedure. In most cases reaching this stage, we will be able to resolve your complaint within eight weeks of receiving it.

16.5 In exceptional circumstances, particularly where your complaint is complex, it may take over eight weeks to resolve matters for you. We will, however, write to you at that point to let you

know you may be eligible to contact the Financial Ombudsman Service (FOS) to review your complaint. You can contact the FOS either via their website at www.financial-ombudsman.org.uk/ or via post at The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

16.6 If you're unhappy with our final response to your complaint, you may be eligible to ask the FOS for an independent review.

16.7 For a full outline of our complaints procedures and how to make a complaint, please go to our website: https://bluestonemortgages.co.uk/

17 Data protection and retention of records

17.1 We are a "Controller" of your "Personal Data" (as each term is defined in the UK General Data Protection Regulation). A full explanation of how we use your personal data and your rights in relation to your personal data is set out in the Privacy Notice, which is available at: https://bluestonemortgages.co.uk/

17.2 In considering your application, we will search your records at Credit Reference Agencies and Fraud Prevention Agencies. A full description of these searches and how we report information to Credit Reference Agencies and Fraud Prevention Agencies throughout the duration of our relationship with you is set out in the Privacy Notice referred to above.

18 Other terms to be aware of

18.1 If we decide not to enforce any part of these mortgage conditions or delay enforcing it, such delay or inaction will not affect our right to enforce the same part at a later date.

18.2 Each of the provisions of these mortgage conditions are distinct from each other. If one or more provisions becomes illegal, invalid, void or unenforceable, this will not affect any of the remaining provisions and the remaining provisions shall apply as if the illegal, invalid, void or unenforceable term had not been included.

18.3 You agree to sign any document that we may need to safeguard the mortgage or our other security or to protect our interests in your property. We will prepare any documents at your cost.

18.4 The Contracts (Rights of Third Parties) Act 1999 will not apply to the agreement. However, if we transfer any of our rights under the mortgage and our agreement to another person, they will be able to use the rights we have transferred.

19 The law that applies

The agreement is governed by the laws of England and Wales. Those laws will also govern any legal questions about our relations relevant to the agreement with you before the agreement is entered into.

Contact us

Telephone: 0800 368 1834
Email: customersupport@bluestonemortgages.co.uk
Website: bluestonemortgages.co.uk
Address: Floor 10, 40 Leadenhall Street, London EC3A 2BJ

Most buy-to-let mortgages are not regulated by the Financial Conduct Authority. This means that if your mortgage is an unregulated buy-to-let mortgage, you will not have the same protections as with a regulated mortgage contract. An unregulated buy-to-let mortgage does not have to comply with Financial Conduct Authority requirements, you will enjoy less in the way of consumer protections and the information we have to provide you with is significantly less than those with regulated mortgages.

YOUR PROPERTY MAY BE REPOSSESED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.

Get in touch if you need this document in Braille, large print or audio tape.

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