

S1



# Residential Mortgage Conditions

(Scotland)  
Bank of Ireland UK 2026



**Bank of  
Ireland  
UK**

# Notes

**The notes below are to help you understand your mortgage. They don't form part of the Residential Mortgage Conditions.**

**You'll be bound by the following.**

- ▶ The Standard Security which you have signed
- ▶ These residential mortgage conditions, which are the conditions referred to in the Standard Security and the Mortgage Offer
- ▶ The offer for your initial loan and any offer of a further loan we make to you later on
- ▶ Any notice which changes something shown in a Mortgage Offer (for example, a variable rate of interest)
- ▶ Any separate agreement with us which applies to a particular loan
- ▶ Any special terms and conditions which apply to the loan, as set out in the Mortgage Offer for that loan and in any separate agreement which applies to the loan

The items above make up the legal mortgage agreement (the mortgage agreement) for the mortgage we are providing. The mortgage agreement is between:

- ▶ you, the person or people who signed the Standard Security as the borrower, and anyone who takes over your rights and responsibilities relating to the mortgage, and
- ▶ us, Bank of Ireland (UK) plc and anyone who takes over our rights and responsibilities relating to the mortgage.

Some of the conditions in this booklet are printed in bold because we don't want you to be taken by surprise by them, or because we want you to be particularly aware of the effect they may have on you. We have also included text boxes that contain explanations of some of the conditions.

The law of Scotland governs the relationship between you and us before the mortgage agreement is in place.

The Standard Security the Mortgage Offer, these residential mortgage conditions and any separate agreement are written in English and we will communicate with you in English at all times.

You should keep all your mortgage documents safely together. If anything in your mortgage documents is unclear, please contact us or speak to your adviser.

If you ever have a problem making the monthly payments for the mortgage, speak to us as soon as possible.

We, Bank of Ireland (UK) plc, are authorised by the Prudential Regulation Authority (PRA), and are regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority.

Our Financial Services registration number is 512956. You can check this on the Financial Services Register by visiting the FCA website at [www.fca.org.uk](http://www.fca.org.uk) or by phoning the FCA on 0800 111 6768.

We aim to provide our customers with the best level of service. However, if you have any complaints please phone us on 0800 953 0025. If you're not happy with our response to your complaint, you can contact the Financial Ombudsman Service, whose address is Exchange Tower, London, E14 9SR.

There is a copy of our complaints procedure on our website at [bankofirelanduk.com/get-in-touch](http://bankofirelanduk.com/get-in-touch).

If we fail to meet our obligations to you, you may be entitled to compensation from the Financial Services Compensation Scheme.

# Residential Mortgage Conditions 2026

## What is in this document

Section	Description	Page
1. Introduction and notices	This clause provides a summary of the mortgage agreement and how we provide you with notices under the contract.	5
2. Definitions and interpreting these conditions	This clause sets out the meaning of certain words and phrases used in these conditions.	5
3. Power to sell	This clause states that our right to sell the property applies 28 days after the date of the Standard Security, and that we'll only exercise that right in the circumstances set out in clause 16.	8
4. Paying what you owe us	<p>This clause sets out what you have to pay under the mortgage agreement.</p> <p>If you don't pay the total amount you owe by the end of the mortgage period or when the property stops being security for the loan for any reason, you must pay us the shortfall immediately. We will charge interest on any shortfall, at the appropriate interest rate or rates, until it is paid in full.</p>	8
5. When we may end an interest-only arrangement	<p>This clause sets out when we may end an interest-only arrangement.</p> <p>Any notice we give you under this clause will set out any increase in the monthly payment. This is so the particular loan (or part of a loan) that the interest-only arrangement applied to will be paid off with interest by the end of the mortgage period, or any extended period we've agreed with you.</p>	9
6. Interest	This clause sets out how we charge interest, as well as how and when we can change the interest rate that applies to your mortgage.	9
7. Changing the monthly payment	This clause sets out how and when we can change the monthly payment.	11
8. Your duties	This clause sets out your responsibilities under the mortgage agreement. You should ask your legal adviser about these.	12
9. Further duties to protect us	This clause sets out the additional steps we can ask you to take, and the rights you transfer to us as security for the loan.	13
10. Insurance	This clause sets out your obligation to insure the property.	13
11. Our right to inspect and repair the property	This clause sets out when we have the right to inspect the property to make sure you are meeting your obligation to keep the property in a good state of repair. If you don't keep the property in a good state of repair we can, at your cost, carry out repairs.	14
12. Paying off the total amount you owe	This clause sets out your right to pay off all or some of the total amount you owe at any time.	14
13. Our costs, charges, and expenses	This clause sets out our costs, charges and expenses, including how we calculate them and when we charge them.	15
14. When the total amount you owe must be paid off	This clause sets out when you must pay off the total amount that you owe.	16

Section	Description	Page
15. Our rights and powers	This clause sets out what we can do if you break the terms of the mortgage agreement. This could include losing the rights to your property, which may be your home. You should speak to your legal adviser if you have any questions about our rights and powers.	16
16. Preserving our rights	This clause specifies that we can enforce all or part of any term in the mortgage agreement, even if we delay exercising our right to do this.	17
17. Shares in a management company or residents association	This clause states that if you hold shares in a management company or residents' association you must give us the share certificate.	17
18. Our power to transfer	This clause sets out when we can transfer our rights under the mortgage agreement.	17
19. Power of attorney	This clause states that you appoint us as your power of attorney in relation to the mortgage agreement.	18
20. The guarantor	This clause sets out any guarantor's responsibilities.	18
21. Investment policies and plans	This clause sets out our rights in or to any investment policy or plan you have taken out to pay off the loan.	19
22. Buy to Let mortgages	This clause applies if you have a Buy to Let mortgage or we agree that you can rent your property out to tenants.	20
23. Anti-money laundering	This clause explains our right to prevent a transaction, or require you to repay the loan, if we think that a payment would put us at risk of breaking a law or regulation.	20
24. Changes to these conditions	This clause explains our right to make changes to the conditions.	20
25. Governing law	This clause specifies that these mortgage conditions are governed by the laws of Scotland.	20
Schedule	This shedule sets out the standard conditions that apply to all mortgage agreements in Scotland.	21

# 1 Introduction and notices

**This clause provides a summary of the mortgage agreement and how we give you notice under the contract.**

- a. The Standard Security 'secures' the total amount you owe us. This means that the Standard Security gives us a legal claim over the property, which may allow us to repossess and sell the property if you don't keep to the terms of the mortgage agreement. In other words, your property is acting as 'security' for the loan.  
The total amount you owe us is made up of the following.
  - ▶ Each loan which your property will be security for
  - ▶ Any interest or costs you must pay under the Mortgage Offer and these conditions
  - ▶ Any early repayment charge or other amount you may have to pay under the Mortgage Offer or any separate agreement you make with us in connection with a particular loan
  - ▶ Any other amount you and we agree your property will be security for under the Standard Security
- b. Any notice we give you or any guarantor must be given in writing.
- c. Any notice we give you will be considered to have been given properly if it's:
  - ▶ given to you personally
  - ▶ hand-delivered or posted to the property (unless these conditions apply to a Buy to Let mortgage and the property is let at the time we give you the notice)
  - ▶ hand-delivered or posted to your last-known address, or
  - ▶ sent to you electronically, if you have given us permission to contact you electronically.
- d. Any notice to the guarantor will be considered to have been given properly if it's:
  - ▶ given to them personally
  - ▶ hand-delivered or posted to their last-known address, or
  - ▶ sent to you electronically, if you have given us permission to contact you electronically.
- e. If we send a notice through the post, the person that it's addressed to will be considered to have received it on the fifth working day after we posted it.

# 2 Definitions and interpreting these conditions

**This clause sets out the meaning certain words and phrases have within these mortgage conditions.**

- a. In these conditions, the following words and phrases have the meanings set out below.

<b>Arrears</b>	Any part of a monthly payment which you don't pay on the payment date, and any other amount which you fail to pay when it becomes due.
<b>Base rate</b>	The Bank Rate set by the Bank of England. Banks and building societies use the Bank Rate to set the interest rates they pay on savings or charge on loans. If the Bank Rate no longer exists, any interest rate we replace it with is explained in condition 6n.
<b>Borrower</b>	The person or people who are taking out the mortgage and are named as borrowers in the Mortgage Offer.
<b>Buy to Let mortgage</b>	A mortgage for a property that the borrower usually rents out to tenants to live in as their home.
<b>Capital</b>	This is the amount that you borrowed. Interest is charged on the capital under condition 6a.
<b>Costs</b>	All of the costs, charges and expenses you must pay in line with section 13, including any administration fees we charge under condition 13c.
<b>Guarantor</b>	A person who signs the Standard Security as guarantor to agree to pay off your debt if you fail to make the agreed payments, and anyone who takes over their responsibilities.

<b>Interest-only</b>	This is where the monthly payment for a loan only pays the interest charged on the capital. The capital will need to be repaid at the end of the mortgage period or any shorter period set out in the Mortgage Offer or a separate agreement.
<b>Interest period</b>	The period over which interest is charged on a loan, as specified in the Mortgage Offer.
<b>Interest rate</b>	The rate of interest charged on the loan, as set out in the Mortgage Offer.
<b>Loan</b>	Any amount specified as a loan in the Mortgage Offer, which may be described as a 'loan', 'advance', 'mortgage advance', 'further advance' or other similar term.
<b>Monthly payment</b>	The agreed amount you pay each month, which is specified in the Mortgage Offer or as amended in line with condition 7.
<b>Mortgage</b>	A mortgage is a loan used to buy or keep a property or land, where the property is security for the loan. Mortgages are usually paid off by making regular payments over an agreed amount of time.
<b>Mortgage agreement</b>	<p>The legal contract between you and us for the mortgage we provide. That agreement is made up of:</p> <ul style="list-style-type: none"> <li>▶ the Standard Security</li> <li>▶ these Residential Mortgage Conditions</li> <li>▶ the Mortgage Offer</li> <li>▶ any notice which changes something shown in the Mortgage Offer</li> <li>▶ any separate agreement with us which applies to a particular loan, and</li> <li>▶ any special terms and conditions which apply to a loan..</li> </ul>
<b>Mortgage offer</b>	<p>For the initial loan, this is the document (known as the offer of loan) that explains the terms of the mortgage.</p> <p>For any further loan, the Mortgage Offer is the document (known as the offer of further loan) offering to provide that further loan.</p> <p>In both cases, references to the Mortgage Offer include:</p> <ul style="list-style-type: none"> <li>▶ any changes we make to the terms of the Mortgage Offer before giving the borrower the loan, and any changes the borrower and we agree in writing after that, and</li> <li>▶ any documents which form part of the offer of loan or offer of further loan, including the mortgage Illustration.</li> </ul>
<b>Mortgage period</b>	The amount of time over which you must pay off the mortgage, as shown in the Mortgage Offer or agreed by you and us at a later date.
<b>Payment date</b>	The date each month when the monthly payment is due. It will be the same as the date we provided the initial loan, except when the month doesn't have a corresponding date in it. In this case the payment date will be the last day of that month. For example, if we provide the initial loan on 31st January, the following payment dates will be 28th February (or 29th February in a leap year), 31st March, 30th April and so on for each month in the mortgage period.
<b>Permitted period</b>	<p>For tracker-rate loans, this is the period which starts when the base rate changes and ends at midnight on:</p> <ul style="list-style-type: none"> <li>▶ the 32nd day after the date of the change, or</li> <li>▶ any earlier date set out in the Mortgage Offer.</li> </ul> <p>For example, if the base rate changes on the 1st January, the permitted period will end at midnight on the 2nd February, unless an earlier date is set out in the Mortgage Offer.</p>
<b>Property</b>	Your property described in the Standard Security.
<b>Separate agreement</b>	Any written agreement which you enter into with us for a specific loan.

<b>Standard conditions</b>	Certain rules that are automatically included in all mortgage agreements in Scotland. These rules are set out in the schedule at the end of this document. You should read them together with the rest of these conditions, as we've made some changes to how the standard conditions apply in this case.
<b>Standard Security</b>	A legally binding document that confirms that you agree to the conditions of your mortgage and how and when it will be paid off. The Standard Security includes the standard conditions set out in the schedule at the end of this document. In England, Wales and Northern Ireland, the equivalent of a Standard Security is a mortgage deed, and we may use either term when communicating with you.
<b>SVR</b>	This stands for 'standard variable rate', which is an interest rate that we can change under condition 6d.
<b>SVR-linked rate</b>	An interest rate that is linked to the SVR. We set the SVR-linked rate by adding a 'premium rate' to, or taking a 'discount rate' off, the SVR. The Mortgage Offer will say whether an SVR-linked rate applies to the loan and, if so, for how long. The Mortgage Offer will also show the amount of any SVR-linked rate.
<b>Total amount you owe</b>	All the money you owe us under the mortgage agreement, as explained in condition 1a.
<b>Tracker rate</b>	A rate of interest which is equal to the base rate plus or minus any percentage which we add to or take away from the base rate to create the tracker rate. The Mortgage Offer will say whether a tracker rate applies to a loan and, if so, for how long. The Mortgage Offer will also state the amount of any tracker rate.
<b>We</b>	Bank of Ireland (UK) plc, and anyone who takes over our rights and responsibilities relating to your mortgage.
<b>You</b>	The person or people named as borrowers in the Mortgage Offer and anyone who takes over your rights and responsibilities under the mortgage agreement (for example, after your death).
	<p>b. If more than one of you has signed the Standard Security as the borrower, these conditions will apply to you all jointly and to each of you individually</p> <p>c. If there are any inconsistencies between the documents making up the mortgage agreement, the Mortgage Offer will take priority, followed in order by:</p> <ul style="list-style-type: none"> <li>▶ any separate agreement</li> <li>▶ the Standard Security</li> <li>▶ these conditions, and</li> <li>▶ the standard conditions.</li> </ul> <p>d. If, under the mortgage agreement, you must not do something, you must take all reasonable steps to make sure that nobody else does that thing.</p> <p>e. The headings in these conditions are for reference only and don't affect the meaning of any condition.</p> <p>f. If all or any part of a condition of the mortgage agreement cannot be enforced, that condition or part will be treated as if it did not exist, and the remaining conditions will still apply.</p> <p>g. You and the guarantor agree that we can pass information about your mortgage, the property, the total amount you owe, and the way you and the guarantor have carried out your and their duties under these conditions, to:</p> <ul style="list-style-type: none"> <li>▶ each other</li> <li>▶ credit-reference agencies and insurers, and</li> <li>▶ anyone we might transfer or sell our rights to under the Standard Security and these conditions, and that person's advisers and insurers.</li> </ul>

### 3 Power to sell

Our power to sell the property under condition 15 will apply 28 days after the date of the Standard Security. We will only exercise that power in the circumstances set out in condition 15.

### 4 Paying what you owe us

**This clause sets out what you have to pay under the mortgage agreement.**

**If you haven't paid the total amount you owe by the time the property stops being security for the loan for any reason, you must pay us the shortfall (the amount still owed) immediately. We'll charge interest on any shortfall, at the appropriate interest rate or rates, until it is paid in full.**

- a. You agree to pay us the monthly payment on the payment date each month until you have paid the total amount you owe.
- b. If any loan, or part of a loan, is described as 'interest-only', your monthly payment will not include any amount towards the capital of the loan or part that is interest-only. You must repay the capital of that loan or part in a lump sum at the end of the mortgage period or on any earlier date we specify.
- c. We will work out the monthly payment so that:
  - ▶ you pay only interest on any loan which is interest-only, and
  - ▶ any loan, or part of a loan, which is not interest-only is paid off in full (the capital and any interest) by the end of the mortgage period.
- d. If you owe us any arrears, we may work out the monthly payment so that, as well as covering the items mentioned in condition 4c, it:
  - ▶ includes an amount towards the interest we charge on the arrears, or
  - ▶ provides for the arrears to be paid off with interest by the end of the mortgage period, if this is a reasonable way of dealing with any payment difficulties you are having.
- e. You'll have to:
  - ▶ pay off the arrears immediately, and
  - ▶ pay the interest we charge on the arrears when we ask you to do so,unless we include any arrears in your monthly payment under condition 4d or we agree a payment arrangement with you and you keep to the terms of that arrangement.
- f. If the Mortgage Offer or any separate agreement states that you won't have to pay interest on a loan (or part of a loan) for a specified period, we'll work out the monthly payment so you don't pay interest on the loan, or the relevant part of it, during that period, as long as you keep to the terms of the mortgage agreement.
- g. If the amount of interest you pay as part of your monthly payments isn't enough to pay off the interest which we charge during the interest period, you must pay us the difference:
  - ▶ by the end of the interest period, or
  - ▶ with your first monthly payment after we provide the loan,whichever is earlier. We will give you reasonable notice of the amount you must pay.
- h. If you haven't paid the total amount you owe by the time the property stops being security for the loan for any reason, you must pay us the shortfall immediately. We'll charge interest on any shortfall, at the appropriate interest rate or rates, until it is paid in full.

## 5 When we may end an interest-only arrangement

**This clause sets out when we may end an interest-only arrangement for a loan.**

**Any notice we give you under this clause will set out any increase in the monthly payment. This is so the loan (or part of the loan) that is interest-only will be paid off with interest by the end of the mortgage period, or any extended period we've agreed with you.**

We may give you at least 30 days' notice to end an interest-only arrangement if we:

- ▶ don't think you have a realistic plan for repaying the loan (or part of the loan) which is covered by the interest-only arrangement, or
- ▶ agree to extend the mortgage period because you won't be able to, or you believe that you won't be able to, repay the loan (or part of the loan) covered by the interest-only arrangement at the end of the current mortgage period.

## 6 Interest

**This clause sets out how we charge interest as well as how and when we can change the interest rate on your mortgage.**

- In each interest period we'll charge interest:
  - ▶ on any money we lend you during that interest period, from the date we lend it until the end of the interest period
  - ▶ for the whole of the interest period, on the total amount you owed at the end of the previous interest period, including any interest or costs which have arisen but not been paid, and
  - ▶ on any costs which arise during the interest period, from the date they arise until the date you repay them or the end of the interest period, whichever is earlier.
- The date we are considered to have provided a loan is the date the funds are transferred electronically to you or your legal representative.
- If we provide a further loan on the same terms as an earlier loan which you're still paying off, we may either set up a new account for the further loan or add it to the same account as the earlier loan.
- We'll charge interest at the rate or rates set out in the Mortgage Offer.

### Changes to the SVR or an SVR-linked rate

- We may change the SVR at any time for one or more of the following reasons.
  - ▶ To reflect any change in the cost of us borrowing the money that we use in our residential mortgage business in the United Kingdom (for example, when there is a change in market interest rates).
  - ▶ To make sure that the amount we receive from all borrowers will allow us to meet regulatory requirements.
  - ▶ To make sure that the amount we receive from all borrowers will allow us to maintain the stability of our residential mortgage business in the United Kingdom over the long term.
  - ▶ To reflect any change in the costs, charges and expenses we have to pay to manage our borrowers' accounts, including those arising from changes to technology.
  - ▶ To reflect a change in the law, any code of practice which applies to us, or a decision or recommendation made by a court, ombudsman or regulator.

Any reference to a change in this condition 6e means a change which has already happened or which we know will happen.

- f. We may change the SVR-linked rate by changing:
  - ▶ the standard variable rate, or
  - ▶ any premium rate or discount rate we add to or take off the standard variable rate to arrive at the SVR-linked rate, if the Mortgage Offer or any separate agreement allows this.
- g. If we take a discount rate off the SVR to arrive at an SVR-linked rate, the discount rate can't reduce the SVR-linked rate to below 0%.

### Notice of changes in the SVR

- h. If you're paying interest at the SVR or an SVR-linked rate, we'll give you written notice of any change in the SVR. The notice will give the date the change comes into effect. This won't be earlier than the date when you're considered to have received the notice.

### Changes to a tracker rate

**If there is a change in the base rate, we may delay changing the tracker rate during all or part of the permitted period.**

- i. We won't change the tracker rate unless there is a change in the base rate.
- j. If the base rate changes, the following will apply (except where condition 6l, 6m or 6n applies).
  - ▶ We'll always change the tracker rate by the same amount as the base rate has changed within the permitted period. For example, if the base rate increased by 0.5%, we would increase the tracker rate by 0.5%.
  - ▶ We'll give you written notice of each change we make to the tracker rate. We'll do this as early as possible, and no later than 30 days after the change comes into effect.
- k. If the Mortgage Offer states that the tracker rate won't fall below a specified minimum rate (the floor), the following apply.
  - ▶ If a reduction in the base rate would cause the tracker rate to fall below the floor, we'll reduce the tracker rate to a level which is equal to the floor.
  - ▶ We won't change the tracker rate unless and until an increase in the base rate would increase the tracker rate to a level which is above the floor.
- l. If there's a change in the base rate, and the base rate then changes again within the permitted period (starting on the date of the first change) and before we have changed the tracker rate to reflect the first change, we can choose to do any of the following.
  - ▶ Reflect each change in the base rate by making separate changes to the tracker rate. In this case, each change to the tracker rate will be made within the permitted period, starting on the date of the relevant change in the base rate.
  - ▶ Make one change to the tracker rate within the permitted period, starting on the date of the first change, so as to reflect only the difference between:
    - the base rate immediately before the first change, and
    - the base rate after the latest change.
  - ▶ Leave the tracker rate unchanged, if there is no difference between:
    - the base rate immediately before the first change, and
    - the base rate after the latest change.
- m. If we take a discount rate off the base rate to arrive at the tracker rate, the discount rate can't reduce the rate we charge to below 0%.
- n. If the Bank of England Bank Rate stops existing, or any rate of interest we have previously substituted for it under this condition 6n stops existing, we'll give you at least 30 days' notice in writing. That notice will specify which other rate we'll use as the base rate for the purposes of calculating interest under these conditions. That rate will be:
  - ▶ set by the Bank of England or its successor (the central bank or other monetary authority which, in our reasonable opinion, has taken over the Bank of England's role relating to setting interest

rates in the United Kingdom), and

- ▶ the Bank of England's or its successor's rate which, in our reasonable opinion, most closely matches the rate it'll replace.

### General provisions about interest

- o. We charge interest each month based on every day that you owe us money. We'll work out monthly payments so that:
- ▶ the monthly payment due in each month pays off the interest charged in that month and, if we've set the monthly payment to include interest on any arrears, the interest charged on the arrears, and
  - ▶ the monthly payment due in each interest period pays off the interest charged in that interest period and, if we've set the monthly payment to include interest on any arrears, the interest charged on the arrears.

To work out the monthly payment, we'll treat each month as an equal twelfth of the year.

This condition 6n doesn't affect anything in conditions 4f, 4g, 4h, 6r and 6s.

- p. The total interest included in each monthly payment is made up of:

- ▶ interest charged before the payment date (interest in arrears), and
- ▶ interest charged after the payment date (interest in advance).

For example, if the payment date is the 10th of the month, the interest charged from the 1st to the 9th will be interest in arrears, while the interest charged from the 11th to the 31st will be interest in advance.

- q. We may continue to charge interest at the relevant interest rate or rates until you have repaid the total amount you owe, even if we get a court order under which you must pay some or all of the total amount you owe.
- r. At the end of any interest period, we'll apply the payments we've received during that interest period to your account. If you have more than one account, we'll apply the payments to the different accounts in line with your instructions. If you haven't given us any instructions, we'll apply the payments in proportion to the amounts owed to the different accounts.
- s. We'll use the payments that we apply to your account, or to each account:
- ▶ firstly, to pay off any arrears on the account and any interest on those arrears
  - ▶ secondly, to pay off the remaining interest which has been charged to the account, and
  - ▶ lastly, to reduce the capital owed on the account.

## 7 Changing the monthly payment

**This clause sets out how and when we can change the monthly payment.**

- a. We may change the monthly payment by giving you notice setting out the amount of the new monthly payment and the date it'll apply from.
- b. We'll only change the monthly payment under condition 7a for one or more of the following reasons.
- ▶ To take account of a change in the interest rate we charge.
  - ▶ To make sure any further loan we make to you can be paid off by the end of the mortgage period.
  - ▶ To take account of any extra payment or overpayment you have made.
  - ▶ To reflect the start or finish of any interest-only arrangement.
  - ▶ To reflect any change in how we charge you interest, as agreed between you and us or allowed under the Mortgage Offer or any separate agreement.
  - ▶ To reflect the start or finish of any period during which the payment of interest was stopped.
  - ▶ To reflect any change to the mortgage period or the interest period, as agreed between you and us.
  - ▶ To reflect any other agreement made between you and us.

## 8 Your duties

**This clause sets out your responsibilities under the mortgage. You should ask your legal adviser about these.**

- a. Your responsibilities set out in this condition continue while your property is security for the total amount you owe. If you need our permission under conditions e, i, j, o, q or s of this clause, you must ask us for this in writing. We won't refuse to give permission without good reason, and we won't put conditions on any permission we give, unless those conditions are reasonable.
- b. You must keep to the terms of the mortgage agreement, which includes the Mortgage Offer and any separate agreement.
- c. You must complete all building work on the property, and any work set out in the Mortgage Offer, to our reasonable satisfaction and as soon as reasonably possible.
- d. You must keep the property in a good state of repair.
- e. You must not do any of the following without permission from us and your insurer.
  - ▶ Alter the structure of the property or make additions to it.
  - ▶ Demolish or damage the property.
  - ▶ Change how the property is used, according to laws relating to planning.
- f. You must let us know as soon as possible if you change your postal address or your name.
- g. You must not do anything in connection with the property which may put the buildings insurance at risk or increase the insurance premium.
- h. If you receive any insurance-claim payment for loss of or damage to the property, you must keep it for our benefit until you have done what we tell you to do with it, as described in condition 10f.
- i. Unless your mortgage is a Buy to Let mortgage, you must not do any of the following without permission from us.
  - ▶ Grant, or agree to grant, a lease or tenancy of the property.
  - ▶ Agree to someone giving up any lease or tenancy of the property.
  - ▶ Move out or give someone else the right to occupy the property.
- j. You must not give any other person, or allow any other person to gain, any mortgage or other security over the property without permission from us.
- k. You must carry out any responsibilities you have in relation to the property under any laws and regulations, including those relating to building regulations, planning permission, private housing and renting out private housing. This includes any duties not to do something.
- l. You must meet all the legal responsibilities you have as the owner or occupier of the property, including any duties:
  - ▶ not to do something in connection with the property, and
  - ▶ to pay rates, taxes and other charges or expenses in connection with the property.

Any amounts you have to pay must be paid when they become due, and you must pay us for any loss we suffer if you do not pay them. This includes reimbursing us for costs we have to pay to any third party to protect our interests in the property and our legal costs.
- m. If you know that nobody will be living at the property for 60 days or more in a row, you must tell us and your insurers beforehand.
- n. You must tell us about any notice of a claim or legal proceedings, or any other notice about the property, as soon as possible after receiving that notice. You must not reach any agreement about the claim, proceedings or notice without our written permission.
- o. If you find out or suspect that you may have broken any environmental law (examples listed below), which could lead to a notice being issued in connection with the property, you must:
  - ▶ tell us immediately, and
  - ▶ take reasonable steps to avoid the need for such a notice to be issued.

If such a notice is issued, you must meet its terms as soon as reasonably possible.

Examples of environmental laws are:

- The Environmental Protection Act 1990
  - The Water Environment and Water Services Act (Scotland) 2003, and
  - any other law in the United Kingdom relating to pollution, protecting the environment, or protecting people or the health of animals or plants.
- p. You must not apply for an improvement grant or any similar grant for the property without our written permission.
- q. You must not transfer the property unless you either pay us the total amount you owe, or you get our permission to transfer the property without paying the total amount you owe. We may set conditions on any permission we give you to transfer the property. These conditions may include the following.
- ▶ You paying a fee to cover our reasonable administration costs.
  - ▶ You giving us any deed under which you transfer the property.
  - ▶ Us reducing the amount you owe to an amount which we reasonably consider appropriate for the financial position of the person you transferred the property to (the transferee) and the value of the property.
  - ▶ The transferee signing a deed promising to meet all your responsibilities under these conditions. That deed must include these conditions and be in a form approved by us.

## 9 Further duties to protect us

**This clause sets out the additional steps we can ask you to take, or rights you transfer to us as security for the loan.**

- a. You must sign all legal documents we ask you to sign, and take all steps we reasonably ask you to take, in order to:
- ▶ put right any defects (flaws or faults) in the security created by the mortgage agreement
  - ▶ put right any defects in your title to (ownership of) the property
  - ▶ allow us to sell the property if we become entitled to do so, or
  - ▶ allow us to exercise any of the other rights and powers we have under the mortgage agreement.
- b. You transfer the following to us.
- ▶ The right to receive any payment which is due in connection with the property.
  - ▶ The benefit of any rights affecting the property.
  - ▶ The right to enforce anyone else's obligations that relate to the property.
- When the property stops being security for the loan, these rights will be transferred back to you.
- c. If you receive any money in connection with any right transferred to us under condition 9b, you must hold that payment for us.
- d. If, under this clause 9, we receive any money paid because of any defect in the property, the security created by the mortgage agreement or the title to (ownership of) the property, we will use the money to put the defect right. This is unless we have good reason to decide that it is not practical to use the money in this way. In this case, we'll use the money instead to reduce or pay off the total amount you owe.

## 10 Insurance

**This clause sets out your obligation to insure the property.**

- a. You must keep the property insured at all times, and pay any costs for this.

- b. When you're insuring the property the following apply.
- ▶ The policy must cover the reinstatement value of the property against loss or damage by fire and against all other standard risks for residential buildings that we reasonably specify. The reinstatement value is the cost of rebuilding the whole property.
  - ▶ You must keep the insurance in place for as long as you owe us any money under the mortgage agreement.
  - ▶ You must not do anything which would result in the insurance ending or not covering a claim.
  - ▶ You must show us details of the insurance when we ask for them, together with written confirmation that it's still in force. We may ask you for proof that you have paid the last premium.
- c. If you don't keep the property insured at all times, or if you are insuring it in a way which doesn't meet the requirements of condition 10b, we may insure our or your interest in the property. If we insure the property we can ask you to pay the cost of doing so or add it to the amount you owe us.
- d. We have the right to negotiate with the insurers and settle any claims for loss of or damage to the property.
- e. Any money which you or we receive under an insurance policy for the property must be used to either make good the loss or damage, or reduce or pay off the total amount you owe. You have the right to choose whether to make good the loss or damage, or reduce or pay off the total amount you owe, unless the property can't lawfully be repaired or the total amount you owe has already become due for payment.
- f. **We have the right to keep any commission or fee which the insurers pay us in connection with any policy linked to the property or your mortgage, such as a payment protection policy.**

## 11 Our right to inspect and repair the property

**This clause sets out when we have the right to inspect the property to make sure that you're meeting your obligation to keep it in good state of repair.**

- a. You must allow us or our agents to enter the property to inspect it. We'll give you reasonable notice before we or our agents enter the property, except in an emergency. We'll make sure the inspection is at a reasonable time.
- b. If, when the property is inspected, there are problems with its condition or state of repair, we may give you notice to put the problems right within a reasonable time. If you don't do so, we can enter the property to carry out the necessary work. If we do this, we won't be considered to have taken possession of the property.
- c. In line with clause 13, you must repay any costs we have to pay in connection with this clause 11. We can charge interest on these costs until you've repaid them.

## 12 Paying off the total amount you owe

**This clause sets out your right to pay off all or some of the total amount you owe at any time, and your obligation to pay any early repayment charge or other amount set out in the Mortgage Offer.**

- a. **You can pay us some or all of the total amount you owe at any time. This doesn't affect your obligation to pay the following as part of the total amount you pay.**
- ▶ **Any early repayment charge or other amount which the Mortgage Offer or any separate agreement requires you to pay as a result of you paying off some or all of the total amount you owe before the end of the mortgage period.**
  - ▶ **Any costs which you must pay under the Mortgage Offer, any separate agreement or these conditions.**
- b. If we increase the interest rate we charge, you may, within one month from the date we tell you about

the increase, give us written notice that you want to repay the total amount you owe. If you then pay off the total amount you owe within three months from the date we tell you about the increase, you won't have to pay the extra interest which would otherwise be due because of the increase. However, you'll still have to pay any early repayment charge or other amount which the Mortgage Offer or any separate agreement requires you to pay, together with any administration fee to cover our reasonable administration costs.

- c. If you ask us how much the total amount you owe would be on a future date, the figure we provide will only be correct if you make any payments which you would normally make by direct debit or standing order before that date. If you don't actually make those payments, you won't have paid off the total amount that you owe us and we'll have the right to claim them from you.
- d. If, after you've paid us what we told you was the total amount you owe, we find out that the figure we gave you was lower than it should have been, you must pay us the balance owed, even if we have given a formal receipt releasing the security. We must make any claim under this condition in writing and within three months from the date we gave you the formal receipt, unless you were partly responsible for, or should reasonably have known about, the mistake. This won't prevent you from making a claim against us if you suffer a loss as a result of any mistake we make.

## 13 Our costs, charges and expenses

**This clause sets out our costs, charges and expenses, including how we calculate them and when we charge them.**

- a. When we use the word 'costs', we mean:
  - ▶ all costs, charges and expenses (including VAT) we reasonably have to pay in connection with your mortgage or the security it gives us, including (but not limited to) the examples given in condition 13b, and
  - ▶ any administration fees we charge under condition 13c.
- b. Examples of the costs, charges and expenses mentioned in condition 13a are the costs of the following.
  - ▶ Any legal proceedings brought by or against you, or anyone else, in connection with your mortgage, the property, the security your Standard Security gives us or the valuation of the property.
  - ▶ Recovering money secured by the Standard Security, protecting or preserving the property or the security the Standard Security gives us, or exercising any of the rights and powers we have by law or under these conditions.
  - ▶ Putting right any failure by you to carry out any of your responsibilities relating to the property.
  - ▶ Keeping to any notice which is served on us, under the Environmental Protection Act 1990, in connection with the property.
- c. We may charge you administration fees for any work we carry out, or for any service we supply in connection with your mortgage or the amount you owe. Our standard administration fees are set out in our Tariff of Mortgage Charges. We will send you a copy of this before you enter into the mortgage agreement. We'll also send you an updated copy every year.
- d. The following terms apply to administration fees.
  - ▶ Any administration fee we charge won't be more than our reasonable estimate of the average costs of us carrying out the activities we charge the fee for.
  - ▶ The average costs of us carrying out the activities we charge the administration fee for include our external costs (that is, costs we have to pay to other people) and our internal costs (that is, costs of us carrying out activities ourselves).
  - ▶ When estimating our internal costs to include in an administration fee, we may take account of:
    - the direct costs of us carrying out the activities we charge the fee for, and
    - an allowance to reflect a reasonable share of our overheads for maintaining any premises, systems, facilities and resources which are used partly for carrying out those activities and partly for other purposes connected with our business.

- ▶ We may change our administration fees in order to:
  - respond to a change in our external or internal costs for the activities the fee is charged for
  - recover our external or internal costs of providing a new service
  - recover any new or increased costs which we have to pay to other people for providing a service which we have previously supplied free of charge
  - respond to a change in the law or a decision made by a court or the Financial Ombudsman Service
  - meet regulatory requirements, or
  - reflect new or changed industry guidance or codes of practice.
- e. You must pay our costs in full as long as we charge them reasonably and the amounts are reasonable.
- f. You must pay our costs when we ask for them.
- g. If we have to pay any costs, we'll charge interest on them from the date we ask you to repay them.

## 14 When the total amount you owe must be paid off

**This clause sets out when you have to pay off the total amount you owe.**

You must immediately pay us the total amount you owe if any of the following events (called default events) happen, in which case we'll have no further commitment to lend any money.

- ▶ You fail to pay us a total amount equal to three monthly payments.
- ▶ You break any condition of the mortgage agreement, other than one requiring you to pay money, and we reasonably think that the matter is serious or continuing.
- ▶ A bankruptcy order is made against you.
- ▶ You make a formal arrangement with people you owe money to (other than us).
- ▶ A judgement or order is made against you or the property, and you would have to give up possession of the property if you didn't keep to the terms of the judgement or order.
- ▶ The property is compulsorily purchased or its value is seriously reduced by an event.
- ▶ We learn that any information you gave us before we provided the loan was incorrect, or you didn't tell us something that would have affected our decision to provide the loan.
- ▶ You receive money from any source which, when you applied for the loan, you told us was intended to pay off the loan, and you don't pay that money to us within three months of us asking for it. This includes money from a security policy or plan as defined in condition 21a.
- ▶ You give us possession of the property, meaning you hand it over to us.
- ▶ We reasonably believe you have abandoned the property, in which case we can take possession of it without getting a court order.
- ▶ If you as the only borrower die, or the last joint borrower dies.
- ▶ You do or fail to do something (or have done or failed to do something) which results in us not meeting a regulatory requirement.

## 15 Our rights and powers

**This clause sets out what we can do if you break the terms of the mortgage agreement. This could mean that you lose the rights to your property, which may be your home. You should speak to your legal adviser if you have any questions about our rights.**

If the total amount you owe has become immediately due under clause 14, we have the following rights.

- a. Under the standard conditions we have the 'power of sale', which means we can sell the property if you break the mortgage agreement. This right applies 28 days after the date of the Standard Security. We'll decide the terms and conditions of the sale in order to get the best price we reasonably can for the property.

- b. We can take possession of the property or give your tenant notice to pay their rent to us.
- c. We can grant, or agree to grant, any lease, tenancy or licence of the property on whatever terms we reasonably think fit.
- d. We can agree to your tenant giving up any lease or tenancy of the property if we reasonably believe that this will increase the property's market value.
- e. After taking possession of the property we can remove any furniture or other items left at the property for seven days or more after we have given you notice to remove them, and deal with them on your behalf as we reasonably see fit. Doing this does not give us any rights to the furniture or other items.
- f. We can use any money in a current or savings account you have with us to pay some or all of the total amount you owe. We won't pay you interest on the money after we have used it in this way.

## 16 Preserving our rights

If we don't enforce, or delay enforcing, all or part of any term of the mortgage agreement, we're still entitled to enforce the term, and exercise all our rights, in the future.

## 17 Shares in a management company or residents' association

If, as owner of the property, you hold a share in a management company or residents' association, you must give us the share certificate. This condition doesn't give us any right or claim to the share.

## 18 Our power to transfer

**This clause sets out when we can transfer our rights under the mortgage.**

- a. **In these conditions, a 'transferee' is someone who we transfer any right or obligation we have under the mortgage agreement to.**
- b. We can transfer all or any of our rights and obligations under the mortgage agreement without permission from you or the guarantor (if any) if:
  - ▶ the transferee agrees to exercise the transferred rights and meet the transferred obligations in line with a statement of policy we approve before the transfer goes ahead, and
  - ▶ we reasonably think that the statement of policy is not less favourable to you than the policy we were following before the transfer.
- c. The transferee can change any statement of policy which we have approved under condition 18b, as long as the change does not make the policy described in the statement any less favourable to you.
- d. If we transfer all or any of our rights and obligations as set out in condition 18b, the conditions of the mortgage agreement won't change. This means that, if a transferee becomes entitled to change the SVR under condition 6f, references to 'SVR' in these conditions, the Mortgage Offer and any notice served under condition 6h are considered to be references to the rate the transferee charges its borrowers who pay interest at a variable rate.
- e. We won't transfer our rights under the mortgage agreement except as set out in this condition.

## 19 Power of attorney

**This clause explains that you appoint us as your power of attorney in relation to the mortgage.**

- a. You appoint us to be your 'attorney' with power to do the following things in your name and on your behalf.
  - ▶ Receive any money which becomes due under any of the rights transferred to us under condition 9b.
  - ▶ Transfer any share which you, as the owner of the property, hold in a management company or residents' association to anyone buying the property.
  - ▶ Sign any document which is needed to put right any defects in:
    - the security created by the mortgage agreement, or
    - your title to (ownership of) the property
  - ▶ Sign any document which is needed to pass good title to anyone buying or leasing the property. Good title means the ownership of the property is free of all third-party rights and claims, apart from any which we accepted at the date of the mortgage agreement.
  - ▶ Exercise or enforce any rights relating to the property which you're entitled to exercise or enforce.
  - ▶ Take any other steps needed to protect our security, or to allow our rights and the receiver's rights to be exercised effectively.
- b. You can't cancel the power we have to do the things set out in condition 19a until the mortgage and associated amounts have been repaid in full.

## 20 The guarantor

**This clause relates to any guarantor and sets out the terms of the guarantee.**

- a. The guarantor must pay us any part of the amount you owe which you fail to pay when it becomes due (except where condition 20g says otherwise) together with interest at the appropriate interest rate or rates.
- b. Except where condition 20g says otherwise, the guarantor must also pay us all losses we suffer, or costs we have to pay, as a result of you failing to carry out any of your duties under the mortgage agreement.
- c. When a person agrees to act as guarantor, they are guaranteeing that the total amount you owe will be paid off, except where condition 20g says otherwise. That guarantee will continue to apply until the total amount you owe has been paid.
- d. The guarantor's duties won't be changed by:
  - ▶ any change in the rights we have against you or anyone else under the mortgage agreement
  - ▶ the way we try to enforce our rights against you
  - ▶ any change in your circumstances or any other matter which makes it harder or impossible for us to get a payment from you, including your bankruptcy, sequestration or insolvency, or
  - ▶ any circumstance which wouldn't have changed the guarantor's duties if the total amount you owe were owed by them personally.
- e. Until you have paid us the total amount you owe, the guarantor must not:
  - ▶ demand or accept (from you or anyone else who is acting as guarantor) any money you owe the guarantor as a result of them meeting their duties as guarantor
  - ▶ enforce any rights they have against you or anyone else as a result of them carrying out their duties as guarantor, or
  - ▶ compete with us in your bankruptcy, sequestration or liquidation (or that of any other guarantor), or accept any money from any other guarantor or your trustee in bankruptcy, committee of creditors, liquidator, administrator.

- f. If there is more than one guarantor, the Standard Security and these conditions apply to each of them, whether or not they have all signed the Standard Security.
- g. The guarantor's duties don't extend to paying:
  - ▶ any part of a further loan
  - ▶ any money you owe under a separate agreement, or
  - ▶ any losses we suffer or costs we have to pay in connection with a further loan or separate agreement, unless the guarantor has agreed otherwise in writing.
- h. The guarantor agrees to pay us, when we ask, all costs, charges and expenses which arise as a result of us enforcing (or trying to enforce) our rights under this condition, unless those costs, charges and expenses are unreasonable.**

## 21 Investment policies and plans

**This clause sets out our rights in and to any investment policy or plan you have taken out to repay the loan.**

- a. In this condition, 'security policy or plan' means:
  - ▶ an endowment policy, term-assurance policy, pension policy or certificate of assurance, or
  - ▶ a personal-equity plan, individual savings account or other investment plan, which you've agreed with us will be used to pay off the loan.
- b. As soon as you receive any money under a security policy or plan, you must:
  - ▶ tell us you have received it, and
  - ▶ use it to pay or reduce the total amount you owe us.
- c. If a security policy or plan can lawfully be used as security for the loan, but you haven't given us a legal charge over it (that is, a claim over or right to it), the following will apply.
  - ▶ We may hold the policy or plan document.
  - ▶ We'll have an 'equitable charge' over the policy or plan until you give us a legal charge over it. This means that we have a security right over the policy or plan, but it may not be enforced as easily as a legal charge.
  - ▶ You appoint us to be your attorney with the power to transfer, cash in or deal with the policy or plan as we reasonably think fit, in your name and on your behalf, and to receive any money which becomes due under it.
- d. You must not allow a security policy or plan to become invalid.
- e. You must not do anything, or allow anything to be done, which may mean that money doesn't become due under a security policy or plan, or that money can't be used to pay the total amount you owe as intended.
- f. You must pay all premiums for a security policy or plan as soon as they become due.
- g. You must give us any information that we reasonably need about the security policy or plan, and provide proof of premium payments if we ask for them.
- h. You must keep to any agreement with us for paying us premiums under a security policy or plan so we can send them to the insurers or managers.
- i. If a security policy or plan becomes invalid, you must do everything necessary to reinstate it, if possible. If you can't reinstate the security policy or plan, you must take out a new one, or allow us to do so, to take the place of the old one.
- j. If the total amount you owe has become immediately due under condition 14, we may:
  - ▶ convert, sell, cash in or deal with a security policy or plan as we reasonably think fit
  - ▶ exchange the policy or plan for one which no further premiums need to be paid on, and
  - ▶ make any other arrangements we reasonably think fit.

## 22 Buy to Let mortgages

**This clause applies if you have a Buy to Let mortgage or we agree separately that you can rent out your property.**

- a. **If you have a Buy to Let mortgage, your property secures the amounts mentioned in condition 1a and the following further amounts.**
  - ▶ **Any other Buy to Let loan we provide to you, even though that other loan will also be security under a separate mortgage agreement.**
  - ▶ **Any interest, costs, charges and expenses which you must pay us in connection with the other Buy to Let loan.**
- b. If the total amount you owe has become immediately due under condition 14, we have the following rights.
  - ▶ We can give your tenants notice to pay their rent to us.
  - ▶ We can agree to any lease or tenancy of the property being given up by the tenant if we reasonably believe that this will increase the property's market value.
  - ▶ We can grant, or agree to grant, any lease, tenancy or licence of the property on whatever terms we reasonably think fit.
- c. If we take possession of the property, we can receive and deal with any rent due for a furnished property as if it were paid for the property alone and none of it related to the furniture. Doing this doesn't give us any rights to the furniture or other items.
- d. If:
  - ▶ we provide a Buy to Let loan under the mortgage agreement, and
  - ▶ we then provide another Buy to Let loan which is secured by a mortgage on another property (the other mortgage),we have the right not to release our security under either this mortgage or the other mortgage until the total amount you owe has been paid off.

## 23 Anti-money laundering

**This clause sets out our right to prevent a transaction or require you repay the loan if any payment you make would put us at risk of breaking a legal or regulatory requirement.**

- a. You must not use any profits or benefit resulting from any activity in a sanctioned country (see [bankofireland.com/sanctions](http://bankofireland.com/sanctions)) or any dealing with a sanctioned person (see [bankofireland.com/sanctions](http://bankofireland.com/sanctions)) to settle any amount you owe us under the mortgage agreement.
- b. In line with laws and regulations relating to money laundering and funding terrorism, we can refuse to accept payments from you if we reasonably believe that there is a risk that if we do, we'll break such a law or regulation.
- c. We'll tell you if we have stopped any transaction, as long as we're allowed to do so by law.
- d. You agree that we're not liable for any loss, damage or liability suffered by you or anyone else as a result of any transaction being stopped.

## 24 Changes to these conditions

We may change any of these conditions at any time by giving you at least 30 days' notice in writing, as long as the change is favourable to you.

## 25 Governing law

The mortgage agreement is governed by the law of Scotland.

# Schedule – the standard conditions

Plain English Campaign's Crystal Mark does not apply to this schedule.

## Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended)

1. It shall be an obligation on the debtor:
  - (a) to maintain the security subjects in good and sufficient repair to the reasonable satisfaction of the creditor;
  - (b) to permit, after seven clear days of notice in writing, the creditor or his agent to enter upon the security subjects at all reasonable times to examine the condition thereof;
  - (c) to make all necessary repairs and make good all defects in pursuance of his obligation under head (a) of this condition within such reasonable period as the creditor may require by notice in writing.
2. It shall be an obligation on the debtor:
  - (a) to complete, as soon as may be practicable, any unfinished buildings and works forming part of the security subjects to the reasonable satisfaction of the creditor;
  - (b) not to demolish, alter or add to any buildings or works forming part of the security subjects, except in accordance with the terms of a prior written consent of the creditor and in compliance with any consent, licence or approval required by law;
  - (c) to exhibit to the creditor at his request evidence of that consent, licence or approval.
3. It shall be an obligation on the debtor:
  - (a) to observe any condition or perform any obligation in respect of the security subjects lawfully binding on him in relation to the security subjects;
  - (b) to make due and punctual payment of any ground burden, teind, stipend, or standard charge, and any rates, taxes and other public burdens and any other payments exigible in respect of the security subjects;
  - (c) to comply with any requirement imposed upon him in relation to the security subjects by virtue of any enactment.
4. It shall be an obligation on the debtor:
  - (a) where he has received any notice or order, issued or made by virtue of the Town and Country Planning (Scotland) Acts 1947 to 1969 or any amendment thereof, or any proposal so made for the making or issuing of any such notice or order, or any other notice or document affecting or likely to affect the security subjects, to give to the creditor, within fourteen days of the receipt of that notice, order or proposal, full particulars thereof;
  - (b) to take, as soon as practicable, all reasonable or necessary steps to comply with such a notice or order or, as the case may be, duly to object thereto;
  - (c) in the event of the creditor so requiring, to object or join with the creditor in objecting to any such notice or order or in making representations against any proposal therefor.
5. It shall be an obligation on the debtor:
  - (a) to insure the security subjects or, at the option of the creditor, to permit the creditor to insure the security subjects in the names of the creditor and the debtor to the extent of the market value thereof against the risk of fire and such other risks as the creditor may reasonably require;
  - (b) to deposit any policy of insurance effected by the debtor for the aforesaid purpose with the creditor;
  - (c) to pay any premium due in respect of any such policy, and, where the creditor so requests, to exhibit a receipt therefore not later than the fourteenth day after the renewal date of the policy;
  - (d) to intimate to the creditor within fourteen days of the occurrence any occurrence which may give rise to a claim under the policy, and to authorise the creditor to negotiate the settlement of the claim;

- (e) without prejudice to any obligation to the contrary enforceable against him, to comply with any reasonable requirement of the creditor as to the application of any sum received in respect of such a claim;
- (f) to refrain from any act or omission which would invalidate the policy.
- 6.** It shall be an obligation on the debtor not to let, or agree to let, the security subjects, or any part thereof, without the prior consent in writing of the creditor, and “to let” in this condition includes to sub-let.
- 7.** (1) The creditor shall be entitled to perform any obligation imposed by the standard conditions on the debtor, which the debtor has failed to perform.
- (2) Where it is necessary for the performance of any obligation as aforesaid, the creditor may, after giving seven clear days’ notice in writing to the debtor, enter upon the security subjects at all reasonable times.
- (3) All expenses and charges (including any interest thereon) reasonably incurred by the creditor in the exercise of a right conferred by this condition, shall be recoverable from the debtor and shall be deemed to be secured by the security subjects under the standard security and the rate of any such interest shall be the rate in force at the relevant time in respect of advances secured by the security, or, where no such rate is prescribed, shall be the bank rate in force at the relevant time.
- 8.** The creditor shall be entitled, subject to the terms of the security and to any requirement of law, to call-up a standard security in the manner prescribed by section 19 of this Act.
- 9.** (1) The debtor shall be held to be in default in any of the following circumstances, that is to say:
- (a) where a calling-up notice in respect of the security has been served and has not been complied with;
- (b) where there has been a failure to comply with any other requirement arising out of the security;
- (c) where the proprietor of the security subjects has become insolvent.
- (2) For the purposes of this condition, the proprietor shall be taken to be insolvent if:
- (a) he has become notour bankrupt, or he has executed a trust deed for behoof of, or has made a composition contract or arrangement with his creditors;
- (b) he has died and a judicial factor has been appointed under Section 11A of the Judicial Factors (Scotland) Act 1889 to divide his insolvent estate among his creditors, or his estate falls to be administered in accordance with an order under Section 421 of the Insolvency Act 1986;
- (c) where the proprietor is a company, a winding-up order has been made with respect to it, or a resolution for voluntary winding-up (other than a members’ voluntary winding-up) has been passed with respect to it, or a receiver or manager of its undertaking has been duly appointed, or possession has been taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property of the company comprised in or subject to the charge.
- 10.** (1) Where the debtor is in default, the creditor may, without prejudice to his exercising any other remedy arising from the contract to which the standard security relates, exercise, in accordance with the provisions of Part II of this Act and of any other enactment applying to standard securities, such of the remedies specified in the following sub-paragraphs of this standard condition as he may consider appropriate.
- (2) He may proceed to sell the security subjects or any part thereof.
- (3) He may enter into possession of the security subjects and may receive or recover the rents of those subjects or any part thereof.
- (4) Where he has entered into possession as aforesaid, he may let the security subjects or any part thereof.
- (5) Where he has entered into possession as aforesaid there shall be transferred to him all the rights of the debtor in relation to the granting of leases or rights of occupancy over the security subjects and to the management and maintenance of those subjects.

(6) He may effect all such repairs and may make good such defects as are necessary to maintain the security subjects in good and sufficient repair, and may effect such reconstruction, alteration and improvement on the subjects as would be expected of a prudent proprietor to maintain the market value of the subjects, and for the aforesaid purposes may enter on the subjects at all reasonable times.

(7) He may apply to the court for a decree of foreclosure.

- 11.** (1) The debtor shall be entitled to exercise his right (if any) to redeem the security on giving notice of his intention so to do, being a notice in writing (hereinafter referred to as a “notice of redemption”).
- (2) Nothing in the provisions of this Act shall preclude a creditor from waiving the necessity for a notice of redemption, or from agreeing to a period of notice of less than that to which he is entitled.
- (3) (a) A notice of redemption may be delivered to the creditor or sent by registered post or recorded delivery to him at his last known address, and an acknowledgement signed by the creditor or his agent or a certificate of postage by the person giving the notice accompanied by the postal receipt shall be sufficient evidence of such notice having been given.
- (b) If the address of the creditor is not known, or if the packet containing the notice of redemption is returned to the sender with intimation that it could not be delivered, a notice of redemption may be sent to the Extractor of the Court of Session and an acknowledgement of receipt by him shall be sufficient evidence of such notice having been given.
- (c) A notice of redemption sent by post shall be held to have been given on the day next after the day of posting.
- (4) When a notice of redemption states that a specified amount will be repaid, and it is subsequently ascertained that the whole amount due to be repaid is more or less than the amount specified in the notice, the notice shall nevertheless be effective as a notice of repayment of the amount due as subsequently ascertained.
- (5) Where the debtor has exercised a right to redeem, and has made payment of the whole amount due, or has performed the whole obligations of the debtor under the contract to which the security relates, the creditor shall grant a discharge in the terms prescribed in section 17 of this Act.
- 12.** The debtor shall be personally liable to the creditor for the whole expenses of the preparation and execution of the standard security and any variation, restriction and discharge thereof and, where any of those deeds are registered or recorded, the registration or recording thereof, and all expenses reasonably incurred by the creditor in calling-up the security and realising or attempting to realise the security subjects, or any part thereof, and exercising any other powers conferred upon him by the security.

## **INTERPRETATION**

In this Schedule, where the debtor is not the proprietor of the security subjects “debtor” means “proprietor” except:

(a) In standard conditions 9(1), 10(1) and 12, and

(b) In standard condition 11, where “debtor” includes the proprietor.

**Get in touch if you want any of our documents in large print or Braille, on coloured paper, or as an audio version.**

**Your property may be repossessed if you do not keep up repayments on your mortgage**

Bank of Ireland UK is a trading name of Bank of Ireland (UK) plc, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales.  
Registration number: 7022885. Registered office: 45 Gresham Street, London, EC2V 7EH.  
Website: [bankofirelanduk.com/mortgages/existing-customer/](http://bankofirelanduk.com/mortgages/existing-customer/)