You can order all our publications in large print, Braille, audio cassette or CD. Your local branch will arrange this for you or you can contact us on 08457 30 20 10.

If you have hearing or speech difficulties and are a textphone user, you can call us direct in text on 0800 37 80 01. We also accept calls via BT TypeTalk. Just dial 18001 followed by the full telephone number you wish to ring.

Please note that, for various legal, regulatory and customer service requirements, your call may be recorded.

Nationwide cares about the environment - this literature is printed in the UK with biodegradable vegetable inks on paper from well managed sources.
Thank you for choosing Nationwide as your mortgage provider. We have been helping people to secure the right mortgage for their needs for over 160 years.

We like you to feel fully informed about your Nationwide products and the conditions attached to them. If you have any questions, please ask your conveyancer who will be able to explain.

1. Purpose of these conditions

These conditions form part of, and are to be read together with, any mortgage offer, mortgage deed or other document which states that they are included. While you are a borrowing member of Nationwide Building Society you are also bound by its rules current from time to time. If there is any inconsistency, priority will be given to each of these documents in the following order:

(i) the mortgage offer
(ii) the mortgage deed
(iii) these conditions
(iv) the rules.

2. Meaning of words and expressions

2.1 In these conditions the following words and expressions have the following meanings:

“conditions” these General Mortgage Conditions 2011;

“debt” the total amount of money outstanding under the loan and these conditions, including any interest, charges and costs and losses payable by you;

“event of default” any of the events or circumstances referred to in condition 7.2;

“loan” the amount of money we lend you under a mortgage offer;

“month” a calendar month;
"monthly payment" the monthly payment which is payable under the mortgage offer, as varied from time to time under these conditions;

"mortgage" all of our mortgage contract with you including the mortgage offer, the mortgage deed, these conditions and the rules as mentioned at condition 1 above;

"mortgage deed" any mortgage deed or deed of substituted or additional security given to secure the debt;

"mortgage offer" any mortgage offer or offer of additional borrowing by which we offer to make you a loan on the security of the mortgage, including any subsequent or other offers or documents we provide to you and which you agree to which add to or change an earlier offer;

"mortgage interest rate" the rate of interest applicable to the debt under the mortgage;

"Nationwide Group" us and any subsidiary of ours and any limited liability partnership of which we are a member and which has an insurable interest in the property;

"payment due date" the first day of the month, or such other day of the month as we may agree with you from time to time, on which your monthly payment is due;

"property" all or any part of the property comprising our security under the mortgage;

"property rights" (a) your rights under any agreement, option, insurance policy (other than buildings insurance referred to in condition 10) or guarantee which concerns:

- the property;
- the way the property is built; or
- the condition of the property;

(b) any shares or other membership rights which you hold in a management company or residents association or other similar body by virtue of owning the property;

(c) any rights you have to any statutory compensation concerning the property;

(d) any rights to enlarge, extend or convert the title to the property;

(e) all rights and remedies you have concerning the property (including any which arise from damage to it or a reduction in its value);

"rebuilding cost" the full cost of rebuilding the property to its original form (or as close to it as is reasonably possible), including site clearance, all professional fees and the cost of meeting all planning, local authority and other legal and regulatory requirements;

"term" the period of time stated in the mortgage offer for the repayment of the loan, or any changed period of time as varied under the mortgage;

"we/us/our" Nationwide Building Society and its successors and any transferees of its rights;

"year" a year or part of a year ending on 31st December;

"you/your" the person named as the borrower in the mortgage and that person’s successors;

2.2 If there is more than one of you, these conditions apply to all of you together and to each of you on your own. Each of you will be jointly and severally liable under these conditions so that you are each fully liable to us for the debt.

2.3 References to a provision in a statute include any changes which are made to it and to any provision which replaces it.

2.4 References to the singular include the plural and vice versa.
3. What the mortgage covers

3.1 The mortgage secures (i) the debt and (ii) any other money you owe us at any time and which you agree can be secured by the mortgage (this may include an overdraft).

3.2 We shall not be obliged to release any property held by us as security except where the debt and all other money owing and secured by the mortgage has been paid in full.

4. How you repay

Rепaying the Debt

4.1 You agree to repay us the debt by the end of the term.

4.2 You agree to pay us the monthly payments on the payment due dates until all the debt has been paid.

Payment Methods

4.3 The payment method for any loan is as stated in the mortgage offer and may be changed by the written agreement of both you and us, unless an event of default has occurred under condition 7, in which case we may (but will not be obliged to) change the payment method by giving you one month’s written notice of the change under condition 16.1.

4.4 (i) Where the payment method is “repayment”, the monthly payment will consist of a combined payment of capital and interest, which we will work out so the debt is repaid by the end of the term.

(ii) Where the payment method is “interest only”, the monthly payment will consist only of interest, and you will have to repay the outstanding debt in a single lump sum at the end of the term.

(iii) Where the payment method is “part interest only, part repayment”, the interest only method will apply to an agreed amount of the loan and the repayment method will apply to the balance.

4.5 If the payment method requires you to repay all or any part of the debt in a single lump sum at the end of the term, you must make sure you are able to do so. It is your responsibility to ensure that the value of any repayment vehicle you are relying on will be sufficient to repay the debt at the end of the term and that any financial arrangement to repay the loan is in place and kept in force.

4.6 If you choose to take out a policy of life assurance to repay your loan in case you die before the end of the term, it is your responsibility to ensure the policy is for a sufficient amount and is kept in force while you owe us money.

Capital Repayment

4.7 You may repay the whole or any part of the debt at any time provided you meet any terms in the mortgage offer regarding early repayment, such as paying any early repayment charges.

Costs, Losses and Charges

4.8 We may charge you for services we provide, activities we carry out and to cover costs and losses we may incur. We publish a tariff of charges, which forms part of these conditions and which we can amend at any time in accordance with condition 4.12, unless any charge is stated to be fixed for the term in the tariff or mortgage offer. The tariff is available from any of our branches and on our website at www.nationwide.co.uk.

4.9 You must also pay us any costs and losses not covered by our tariff of charges. Costs and losses may include (but are not limited to) those incurred in:

(a) any legal proceedings or other action to recover any part of the debt or to take possession of the property;

(b) taking a property into possession, looking after it, selling it, dealing with any surplus funds realised or recovering any shortfall in the debt;

(c) keeping the property insured under these conditions or perfecting or protecting our security;

(d) paying any maintenance or service charges, estate rent charges or rent for the property;

(e) remedying any breach of the mortgage by you.

4.10 We may ask you to pay any charge before we perform the service or carry out the activity for which it is imposed and we may ask you to pay us the amount of any costs or losses which we expect to incur before we have incurred them. We will notify you under condition 16.1 of any amount due. Any charges, costs or losses which you have not paid us in advance and which are notified to you as due will be added to the debt and will bear interest at the mortgage interest rate from then on. If you do not wish to incur such additional interest you should pay the amount as soon as it is notified to you.

4.11 From time to time we may provide services and carry out activities on your mortgage or loan free of charge. However, we may introduce charges for those services and activities at any time in accordance with condition 4.12.

4.12 We can amend or introduce a charge for one or more of the following reasons:

(i) to reflect any changes or reasonably anticipated changes in the law, regulations or codes of practice or to respond to a decision by a court, ombudsman or regulator;
(ii) to reflect changes which we may reasonably make in any activity we carry out or the services we provide or to provide new services;

(iii) to maintain our financial strength for the benefit of our members; or

(iv) to reflect the costs which we reasonably incur in providing relevant services and carrying out relevant activities.

Any new or amended charge will be proportionate to the reason for its introduction or amendment. Before we change or introduce a charge for such a reason we will notify you under condition 16.

Monthly Payments

4.13 We may set and vary from time to time the monthly payments to reflect:

(i) the current mortgage interest rate;
(ii) the debt;
(iii) the current payment method;
(iv) the term;
(v) the payment due date.

You will be notified of any change in monthly payments by notice under condition 16.1.

4.14 All payments for the credit of your account will be applied in the following order:

(i) the amount of any payment shortfall
(ii) charges, costs and losses added to your debt;
(iii) interest;
(iv) capital.

4.15 You should read the terms of the mortgage offer before making a payment of more than your monthly payment. You may be liable to pay an early repayment charge.

5. Interest

5.1 The interest rate we will charge you will be the rate or rates we have told you in the mortgage or as varied under it.

5.2 The loan (or any instalment of it) will bear interest, beginning on the following dates:

(i) where we release the money electronically by BACS, on the second day after the day the loan is released;
(ii) where we release the money electronically by CHAPS, on the day the money is released;
(iii) where we pay the money by cheque, on the second day after the date of the cheque.

Interest which accrues between that day until the next month-end must be paid with the monthly payment due in the month following that day or (if earlier) by the year-end.

5.3 We calculate interest:

(i) on the debt outstanding at each year-end; and
(ii) on each occasion when capital is repaid during the year; and
(iii) whenever the mortgage interest rate changes; and
(iv) when any amount is advanced to or becomes owing by you.

We calculate interest at the mortgage interest rate. Interest accrues each day and is payable by your monthly payment. Repayments of capital, including those included in your regular monthly payment, will reduce the amount on which we charge interest beginning with the day after your payment.

5.4 Interest will continue to be charged at the mortgage interest rate even if a court makes an order for possession or after we obtain judgment, or if you give us possession of the property or if the property is taken into possession, until the property is sold and the debt is paid in full.

5.5 Any unpaid interest will be added to the outstanding balance of the debt at the end of the year in which it accrued and interest will be charged upon the debt calculated in accordance with condition 5.3 above.

5.6 We have the right to change our process or basis for charging interest at any time to take account of any of the following in a proportionate way:

(i) changes in technology introduced in good faith and in accordance with the practice of a reasonably prudent institution;
(ii) changes in market practice;
(iii) regulatory requirements or recommendations;
(iv) development or efficiency in the interests of our members as a whole.

We will where practicable give you 3 months’ notice of any such changes.

6. Changes in interest rate

6.1 Except to the extent otherwise stated in the mortgage offer, we may change the mortgage interest rate at any time. Notice of any change in the mortgage interest rate will be given in accordance with condition 16. Any change in the mortgage interest rate will not come into effect until we have given such notice.
6.2 We may change the mortgage interest rate under condition 6.1 for one or more of the following reasons:

(i) to reflect changes in general interest rates, including the interest rates or terms on which similar products are offered by other providers of financial services;

(ii) to reflect any changes or reasonably anticipated changes in legal or regulatory requirements or guidance or those of any Code of Practice, or to respond to requirements, guidance or decisions of any court, ombudsman or regulator;

(iii) to respond to changes in the rates applying to our savings business;

(iv) to reflect changes to our costs, including administrative costs, costs involved in providing services or facilities or changes in the costs to us of borrowing funds;

(v) to reflect a change in the credit risk relating to the loan or to our mortgage loans generally;

(vi) to maintain our financial strength for the benefit of our members as a whole.

(vii) As otherwise stated in the mortgage.

6.3 Even where the mortgage offer states that the mortgage interest rate tracks base rate or is fixed or capped, we may change the mortgage interest rate at any time in a proportionate way to reflect a change in the way that the property is used or occupied. Any applicable early repayment charge would still apply.

7. Events of default

7.1 If an event of default occurs we may demand in writing payment of the debt, in which case you must pay us immediately.

7.2 An event of default occurs for one or more of the following reasons:

(i) you gave us wrong or incomplete information when you applied for the loan; or

(ii) you are more than one month late in payment of any monthly payment or any other sum is not paid when due unless we have agreed otherwise; or

(iii) there is a breach (other than a minor breach remedied in a timely way) not otherwise provided for in this condition 7.2 of any term of the mortgage offer or these conditions or any other agreement under which money has been lent which you agreed to be secured under the mortgage; or

(iv) a bankruptcy order is made against you or you enter into a voluntary arrangement, deed of arrangement or other arrangement with your creditors; or

(v) the property or any part of it is compulsorily purchased or requisitioned; or

(vi) where you default on your obligations under a lease, including the obligation to pay rent and any other costs or charges.

8. The property as security

8.1 The property is security for us under the mortgage. In taking security over the property we give no assurances that the property is free from defects or worth a particular amount. You must satisfy yourself on these matters. In particular any mortgage valuation report we obtain is for our purposes only (even if you or someone else receives a copy) and you are advised to obtain your own valuation report or structural survey.

8.2 We may refuse to release any loan, instalment or further money to you unless any existing mortgage or charge in favour of another lender is discharged or postponed.

8.3 Before making a loan, we may require anyone (other than you) who is aged 17 or over and who is or will be in occupation of the property to confirm to us in writing, in a form approved by us, that they agree to us making the loan and to any rights which they may have in the property being charged in our favour and/or postponed to our rights under the mortgage. This is to protect our rights and remedies over the property under the terms of the mortgage.

8.4 Our security includes any of the following interests which you acquire:

(i) a new or extended lease of the property;

(ii) an interest in the commonhold or freehold of the property or in the freehold of any building which includes the property;

(iii) an interest over or through neighbouring, adjoining or any other land or buildings which benefits the property.

8.5 If you acquire an interest under condition 8.4, you must, no later than one month after doing so:

(i) advise us of the acquisition and give us any evidence of your title or documents relating to that interest that we request;

(ii) if asked, give us a charge of the interest in a form approved by us.

9. Care of the property

9.1 You must:

(i) put and keep the property in good repair;

(ii) not carry out any structural alterations or additions to the property or change its use without our written consent and all other necessary consents;
(iii) ensure that any building or improvement work is properly carried out in accordance with all necessary consents and without delay and notify us immediately on receipt of any notices alleging breach;

(iv) not do anything at the property which would enable the insurer to avoid its liability for insurance of the property or to increase the cost of insurance;

(v) comply with all restrictions and obligations affecting the property or its owner or occupier;

(vi) allow us to inspect the property at any reasonable time if we give you notice beforehand;

(vii) allow us full access to the property and to carry out or complete any building or improvement work required for the good repair or reinstatement of the property which you have failed to do;

9.2 If we enter the property under any of these conditions, it does not mean we have accepted the legal responsibilities of a mortgagee in possession, owner or occupier.

10. Insurance

10.1 You must arrange insurance of the property and keep it insured at your own expense for its full rebuilding cost and we may approve the insurer, risks and terms of this insurance. The insurance must be in the joint names of you and the Nationwide Group or the interest of the Nationwide Group should be noted under the policy (whether or not you arrange the insurance through us).

10.2 If you fail to insure the property we may but shall not be obliged to do so. We may add the cost of such insurance to the debt and interest will be charged on this amount.

10.3 In the event of an insurance claim being made in respect of the property we reserve the right to approve the terms of any settlement you reach with the insurer. Subject to the provision of any lease or other title document under which you hold an interest in the property, the settlement money shall be used as you may decide either to reinstate the property or in or towards payment of the debt in full. If you decide to use the money to reinstate the property we can keep the money whilst the repairs or rebuilding are being carried out and only release the money by stage payments as the repairs or rebuilding progress. If the money is not sufficient to pay for the repairs or rebuilding in full we shall not be obliged to lend any more funds. If you use the money to pay off the debt and there is a surplus after the debt has been paid, we may forward the surplus to a second chargee of whom we are aware or to any other person entitled to receive it. If the money is not sufficient to pay the debt in full we may take action to recover the shortfall. Any money paid directly to you by the insurers will be held on trust for us and promptly paid to us upon our request.

11. Leases/Tenancies

11.1 Where the property is leasehold you must comply with all your obligations under the lease and not do anything to forfeit or allow termination of the lease. You must immediately inform us in writing if you receive any notice of breach of your obligations from your landlord. We may rectify the breach on your behalf and under these conditions any costs and expenses we incur in doing so will be added to the debt and interest will be charged on this amount.

11.2 Where, under any lease under which you hold the property, it is the landlord’s responsibility to arrange insurance of the property you must do your best to ensure that insurance is in force and it meets our requirements under condition 10.1.

11.3 You must not lease, let, license or part with possession of the property or any part of it.

12. Our rights and remedies

12.1 Our power of sale arises on the date of the mortgage deed and is free from the restrictions in section 103 of the Law of Property Act 1925. However, we will only exercise our power of sale where condition 12.2 applies.

12.2 This condition applies at any time after:

(i) an event of default has occurred under these conditions; and
(ii) we have written to you demanding payment of the debt.
Where this condition applies, we may do any of the following without notice:

(i) take possession of the property;
(ii) sell the property;
(iii) appoint a receiver;
(iv) exercise the other enforcement powers which we have under the Law of Property Act 1925.

If we do any of these things, interest will continue to be charged on the debt or any outstanding debt following a sale of the property, until it is repaid in full.

12.3 Our powers under the Law of Property Act 1925 and under the general law are extended to allow us to do any of the following:

(i) repair or improve the property;
(ii) carry out building work at the property and apply for any planning permission or other consents which are needed for that purpose;
(iii) grant, take, continue or surrender any leases, tenancies or licences of the property free from the restrictions in section 99 of the Law of Property Act 1925. We can also use any income from doing so towards paying off the debt;
(iv) if the property is let, we can:
   (a) bring the lease to an end;
   (b) agree with the tenant to change the terms of the lease;
   (c) accept a surrender of the lease, free from the restrictions in section 100 of the Law of Property Act 1925;
   (d) collect any rent being paid by the tenant and use it towards paying off the debt.
(v) if you hold the property on a shared ownership lease, we can buy the freehold or further shares in the lease, or accept a further lease or direct that these interests be transferred to any buyer of the property;
(vi) acquire any other interest directly or indirectly benefiting the property;
(vii) grant easements over any other land you own, whether within the same title as the property or in some other title, that are reasonably necessary for the enjoyment of the property.

Any costs and expenses we incur in doing so will be added to the debt and interest will be charged on this amount.

12.4 In addition if we take possession of the property then we may remove, store, sell or otherwise deal with any goods or animals which are on or come on to the property. We will not be responsible for any loss or damage caused by us doing this unless we fail to take reasonable care, nor will our doing this give us any charge over any goods or animals at the property. Any costs and expenses we incur in doing so will be added to the debt and interest will be charged on this amount.

12.5 In taking possession, exercising our enforcement powers or selling the property we can employ and pay agents to carry out any work or activity on our behalf and any costs and expenses we incur in doing so will be added to the debt and interest will be charged on this amount.

12.6 If we appoint a receiver:

(i) the receiver will act as your agent and any costs and expenses incurred by the receiver will be added to the debt and interest will be charged on this amount;
(ii) the receiver will not have to use the money he receives to pay off interest before capital, or otherwise have to pay off the debt in any particular order;
(iii) the receiver may employ and pay agents to carry out any work on his behalf;
(iv) the receiver may exercise any of our powers of enforcement (including any extended powers which we would be entitled to exercise under condition 12.3).

12.7 If there is an event of default under condition 7 and you have any money in a current, savings or investment account with us or with any of our subsidiaries, we may use any such money to reduce the debt. If we do this, no further interest or bonus will be payable on such money.

13. Property Rights

13.1 So far as you are able, you assign the property rights to us. They will stand re-assigned to you when the debt is paid off.

13.2 If you receive any money under any of the property rights you will hold the money on our behalf.

13.3 Any money which you or we receive under any of the property rights must be used to reduce or pay off the debt. This does not apply if the money is paid because of a defect in the property or damage to it and you decide instead to use the money to put right the defect or damage.

13.4 If an event of default occurs within the meaning of these conditions we can transfer any of the property rights to another person.
14. Transfer Of Mortgage
14.1 We may transfer some or all of the mortgage to another person at any time but any such transfer will not reduce your rights under the mortgage.
14.2 If we transfer all of the mortgage you will no longer be a borrowing member of Nationwide Building Society.
14.3 You authorise us to release information about you to the person we transfer the mortgage to.

15. Power Of Attorney
You irrevocably appoint us and (as a separate appointment) any receiver we appoint to be your attorney and to do the following in your name and on your behalf:
(i) exercise, enforce, defend or dispose of any of the property rights and receive and use any money which becomes payable under them or for them;
(ii) give any notice and take any proceedings which are needed to exercise, enforce or defend any of the property rights;
(iii) execute any document and do any thing which is needed to allow any of our rights, powers and remedies under the mortgage to be effectively exercised, enforced or defended, to include exchanging information with any second chargee, housing association or freeholder or other party who has an interest in the property and to include any changes to the mortgage;
(iv) execute any document and do any thing needed to remedy any failure by you to meet these conditions including registration of any document at HM Land Registry if we require to do so.

16. Notices
16.1 We may give you notice, or make a demand, under these conditions by posting it addressed to you by name at the property (in which case we can assume that you will have received the notice or demand 48 hours after posting).
16.2 Unless notice under condition 16.1 is expressly provided for, as an alternative we may give notice by advertising the notice in our branches and in at least two daily newspapers chosen by us (in which case the notice is to be treated as given on the first date on which it has been published in each of the newspapers).

17. General
17.1 Any omission, failure or delay on our part in exercising any of our rights under the mortgage offer or these conditions shall not prevent us from doing so either later or on another occasion.
17.2 You consent to us obtaining information contained in file documents held by your legal advisor which is relevant to the loan, these conditions or the mortgage and when necessary to recover such documents from an agent or regulatory body if the advisor has ceased to practice.
17.3 We may record or monitor telephone calls in order to avoid possible misunderstandings and help maintain customer service.
17.4 We may change, remove or add to any part of these conditions at any time for any of the following reasons:
(i) to take account, in a proportionate way, of changes in general banking or building society practice for the benefit of consumers as a whole;
(ii) to be more fair to our members as a whole;
(iii) to correct any errors;
(iv) to make them easier to understand;
(v) to reflect legal or regulatory requirements.
We will where practicable give you 3 months' notice of any such changes.