

# Aviva Equity Release UK Ltd

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## Part 1: England and Wales

Last modified: 01/07/2017

## Part 2: Aviva Equity Release UK Ltd

Last modified: 22/09/2022

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## Part 2 only

1.7 Contact point to see if the lender will lend when borrower and mortgagor are not one and the same.

We do not lend in this circumstance.

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1.11aContact point for standard documents.

Aviva Equity Release UK Limited  
PO Box 520  
Surrey Street  
Norwich  
NR1 3WG  
or please call 0800 206 2014

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1.11bContact point if standard documents are inappropriate.

Aviva Equity Release UK Limited  
PO Box 520  
Surrey Street  
Norwich  
NR1 3WG  
or please call 0800 206 2014

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1.14 May your firm act if the person dealing with the transaction or a member of his immediate family is the seller?

Yes.

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1.15 May your firm act if the person dealing with the transaction or a member of his immediate family is the borrower?

Yes.

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3.1.3 Does the lender require notification of the name and address of the solicitors firm or licensed conveyancers firm acting for the seller?

No.

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3.1.4 If different from 1.11, contact details if the lender needs to be notified when the seller does not have legal representation.

There is no requirement to notify us.

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3.1.5 What other documents are acceptable for verifying identity?

Please contact the lender.

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3.2.3 Does the lender require notification of the name and address of the solicitors firm or licensed conveyancers firm acting for the seller?

No.

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3.2.4 If different from 1.11, contact details if the lender needs to be notified when the seller does not have legal representation.

There is no requirement to notify us.

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4.1 Is there a valuation report and if so, does the lender provide it?

Yes and we provide it.

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4.3 If different from 1.11, contact point if assumptions stated by the valuer are incorrect.

See 1.11

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4.5a If different from 1.11, contact point if re-inspection required.

See 1.11

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4.5b Where should the certificate of title be sent?

See 1.11

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5.1.1 If different from 1.11, the contact point if the seller has owned the property for less than 6 months:

See 1.11

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5.2.1 If different from 1.11, the contact point if the seller is not the owner or registered proprietor and is not listed in the exceptions above:

See 1.11

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5.4.4 Does the lender want to receive environmental or contaminated land reports?

Yes

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5.4.5 Does the lender accept personal searches and, if yes, what are the lender's requirements?

Yes, to personal searches carried out by firms registered under CoPSO.

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5.4.6 Does the lender accept search insurance and, if yes, what are the lender's specific requirements?

Please contact the lender.

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5.5.3a If different from 1.11, contact point for reporting if evidence of breach and all outstanding conditions will not be satisfied by completion:

See 1.11

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5.5.3b Does the lender require an original/copy of the planning permission?

No.

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5.5.3c Does the lender require an original/copy of the building regulation consents?

Yes in some cases. Please contact the lender.

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5.5.3d Does the lender require certificates of lawful use or development/established use certificate?

No.

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5.5.4 If different from 1.11, contact point if the property is subject to restrictions which may affect its value or marketability.

See 1.11

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5.7.1a Does the lender lend on flying freeholds?

Aviva will lend against properties that have up to 15% of their total habitable floor area composed of Flying Creeping Freehold (FH), subject to valuer's comments. Please note that this is 15% of the total habitable floor area of the building – not 15% of the floor in question.

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5.7.1b Does the lender lend on freehold flats?

No.

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5.7.1c If the lender is prepared to accept a title falling within 5.7 and the property is a freehold flat or flying freehold, to which contact point must this be reported?

See 1.11

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5.8.1 Does the lender accept security which comprises a building converted into not more than four flats where the borrower occupies one of those flats and the borrower or another flat owner also owns the freehold of the building and the other flats are subject to long leases?

Yes.

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5.8.5 Does the lender accept security which comprises one of two leasehold flats in a building where the borrower also owns the freehold reversion of the other flat and the other leaseholder owns the freehold reversion in the borrower's flat? If so, are there any specific requirements?

Yes.

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5.9.1 Does the lender lend on commonhold?

No.

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5.10.1 If different from 1.11, contact point if there is a restriction on use.

See 1.11

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5.13.1 If different from 1.11, contact point if borrower is not providing balance of purchase price from funds/proposing to give second charge.

See 1.11

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5.14.1 What minimum unexpired lease term does the lender accept?

160 years minus x

Where x=the age of the youngest borrower

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5.14.9 If different from 1.11, contact point for matters connected with the lease:

See 1.11

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5.14.10 If different from 1.11, contact for service charge matters:

See 1.11

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5.14.11 Does the lender accept indemnity insurance where the terms of the lease are unsatisfactory?

No.

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5.14.12 Does the lender require a clear ground rent/service charge receipt to be sent to you?

No.

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5.14.13 Does the lender require a receipted copy of notice or evidence of service to be sent to you?

Yes.

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5.14.15a If different from 1.11, contact point if there is an absentee/insolvent landlord:

See 1.11

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5.14.15b Does the lender accept indemnity insurance if the landlord is absent or insolvent?

Yes

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5.14.17a Does the lender want any documentation sent to them? [View all answers to this question](#)

5.14.17b Does the lender have any specific instructions about building safety? [View all answers to this question](#)

5.14.17c Does the lender have any specific instructions relating to remortgages? [View all answers to this question](#)

5.15.2a If different from 1.11, contact point if there are apparent problems with the management company:

See 1.11

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5.15.2b Does the lender need to be sent the management company share certificate?

No.

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5.15.2c Does the lender need to be sent the signed blank stock transfer form?

No.

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5.15.2d Does the lender need to be sent the management company's memorandum and articles of association?

No.

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5.16.2 If different from 1.11, contact point if unable to certify search entry does not relate:

See 1.11

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5.17.5a Does the lender need to be sent the power of attorney?

Yes - certified copy only.

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5.17.5b Does the lender need to be sent the statutory declaration of non-revocation of power of attorney?

We do not accept General POAs

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5.19.1 If different from 1.11, contact point for lending on affordable housing, shared equity and shared ownership and where relevant your requirements:

We do not lend.

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5.20.1 Does the lender require me to report to them where the lease does not meet the UK Finance minimum requirements for leases of roof space for solar PV panels?

Yes (see 1.11a for contact details).

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5.20.3 Does the lender have additional requirements relating to leases of roof space for solar PV panels, and if so, what are they?

Yes - the lease must generally be compliant with UK Finance guidelines and in any event the terms must comply with Aviva's current requirements. Contact point in 1.11 for further guidance on our requirements.

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5.20.4 Does the lender require you to disclose the details of any existing Green Deal Plan(s) on a property?

Yes; if possible provide a copy of the Energy Performance Certificate (EPC) showing the 22 digit reference number for the Green Deal provider. If this is not available provide full details (name & address) of Green Deal provider

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6.1.3 If different from 1.11, contact point if borrower is not taking up the mortgage offer:

See 1.11

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6.2.1 If different from 1.11, contact if any discrepancies in property's description:

See 1.11

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6.3.1 If different from 1.11, contact point for any issues relating to purchase price:

See 1.11

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6.4.4 Does the lender require me to report incentives?

Yes

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6.4.5 If different from 1.11, contact point if we will not have control over the payment of all the purchase money:

See 1.11

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6.5.1 If different from 1.11, contact point if vacant possession is not being given:

See 1.11



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6.6.1 If different from 1.11, contact point if property is let/to be let and to check you lend on buy-to-let:

We do not allow buy-to-let or for the whole property to be let.

We will allow customers to let out a discrete part of the Property at the inception of or during the lifetime of the mortgage providing certain conditions are met. These are:

- The part of the Property where the tenant will reside must be self-contained so that the tenant can have exclusive possession of that part.
- The valuer will confirm that the proposed tenant living space will be no more than 50% of total area on which the mortgage is to be secured.
- The Property must meet all other criteria within our lending rules.

Once we have verified the Property meets our requirements, we will then proceed to offer and include any specific requirements to you in a Special Condition.

In all cases, we require you to check that the tenancy agreement is an Assured Shorthold Tenancy (with a maximum of 6 months renewable term and terminable on 2 months' notice) and be materially in the form of the precedent set out in <https://www.gov.uk/government/publications/model-agreement-for-a-shorthold-assured-tenancy>.

You are also required to obtain an Tenant's Deed of Consent for any occupant of the proposed tenant living space. Each occupant of the proposed tenant living space must receive separate independent legal advice from a solicitor, Chartered Legal Executive or Licensed Conveyancer in a different firm to the Borrower's solicitor. The Tenant's Deed of Consent must be witnessed by the solicitor providing the advice.

See 1.11 for Aviva contact details

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6.6.2 If different from 1.11, contact point when you do not have details of current letting or letting to take place at completion:

We will allow customers to let out a discrete part of the Property at the inception of or during the lifetime of the mortgage providing certain conditions are met. These are:

- The part of the Property where the tenant will reside must be self-contained so that the tenant can have exclusive possession of that part.
- The valuer will confirm that the proposed tenant living space will be no more than 50% of total area on which the mortgage is to be secured.
- The Property must meet all other criteria within our lending rules.

Once we have verified the Property meets our requirements, we will then proceed to offer and include any specific requirements to you in a Special Condition.

In all cases, we require you to check that the tenancy agreement is an Assured Shorthold Tenancy (with a maximum of 6 months renewable term and terminable on 2 months' notice) and be materially in the form of the precedent set out in <https://www.gov.uk/government/publications/model-agreement-for-a-shorthold-assured-tenancy>.

You are also required to obtain an Tenant's Deed of Consent for any occupant of the proposed tenant living space. Each occupant of the proposed tenant living space must receive separate independent legal advice from a solicitor, Chartered Legal Executive or Licensed Conveyancer in a different firm to the Borrower's solicitor. The Tenant's Deed of Consent must be witnessed by the solicitor providing the advice.

See 1.11 for Aviva contact details

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6.6.3 Does the lender require counterpart/certified copy tenancy agreement to be sent to you?

No.

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6.6.4 Does the lender lend where the property comes within the definition of a house in multiple occupation? If yes, what are your requirements?

No.

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6.7.1 What new home warranty schemes are acceptable to the lender?

The following structural warranties are acceptable for new builds/self builds/conversions/renovations. The warranty must have been issued as a result of periodic checks of the property during the construction or conversion process – a retrospectively applied for and issued building warranty insurance is not acceptable.

NHBC

Zurich

Premier

Building Life Plan

Build Zone

LABC

Checkmate/Castle 10

ABC+

Advantage

Ark

Build Assure

Global Home Warranties

Home Proof

ICW (International Construction Warranties)

One Guarantee

Protek

The Q Policy

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6.7.2 What new home warranty documentation should be sent to the lender?

Copy of the warranty document.

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6.7.3 Should any assignments of building standards indemnity schemes be sent to us?

No.

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6.7.4 Will the lender proceed if the property does not have the benefit of a new home warranty scheme?

Yes, but the building work must be monitored or (if completed) have been monitored by a professional consultant with adequate professional indemnity insurance of at least £1 million and the professional consultant has provided the

Professional Consultant's Certificate in the format set by the CML. A retrospective Professional Consultant's Certificate will not be accepted.

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6.7.6 Does the lender need to be sent the professional consultant's certificate?

Yes.

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6.8.1 If different from 1.11, contact point if no agreement and bond for an unadopted road or sewer:

See 1.11

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6.9.1 If different from 1.11, contact point if necessary easements are absent:

See 1.11

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6.10.2 Who will the lender release any retentions (or instalments of the advance) to?

We do not make retentions.

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6.11.1 If different from 1.11, contact point if property is affected by redevelopment or road proposals:

See 1.11

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6.12.1 If different from 1.11, contact point if pre-emption rights, resale restrictions, options etc will affect the lender's security:

Remortgage - You are not required to check for rights of pre-emption or options on the title. If you are advised of one outside of this, you must refer to Aviva (see 1.11). We will need the specific detail of the pre-emption and how it operates i.e. the deed wording, so we can assess whether we should lend.

Purchase transaction - We will not normally accept properties which are subject to rights of pre-emption, restrictions on resale, options or similar arrangements. If you discover that the Property is subject to any of these matters, please let us have details immediately (see 1.11). We will need the specific detail of the pre-emption and how it operates i.e. the deed wording, so we can assess whether we should lend. Please also let us have your opinion of the effect the matter would have upon a mortgagee's/heritable creditor's power of sale and in particular the degree to which you feel a sale might be frustrated by the person having the benefit of the right, restriction or option.

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6.13.1 If different from 1.11, contact point if property is affected by improvement/repair grant which will not be discharged:

See 1.11

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7.3 Does the lender require a consent to mortgage from all occupants aged 17 or over?

You are only required to obtain an Occupier's Deed of Consent for any non-owning occupier if this requirement is detailed in the special conditions of the Lifetime Mortgage Offer. Each occupier must receive separate independent legal advice from a solicitor, Chartered Legal Executive or Licensed Conveyancer in a different firm to the Borrower's solicitor. The Occupiers Deed of Consent must be witnessed by the solicitor providing the advice. Married couples and civil partners must be joint borrowers and joint owners of the Property.

It is acceptable for occupiers to obtain remote advice and then get a layman who is in the presence of the signing person to witness the document.

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7.4 If different from 1.11, contact point if doubts about accuracy of information disclosed:

See 1.11

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8.1 Does the lender allow me to advise any of the specified third parties?

No.

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9.1 Does the lender need to be sent the indemnity insurance policy?

Yes.

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9.2 What limit of indemnity insurance does the lender require?

Full value of the property.

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10.2a Will the mortgage advance be paid electronically or by cheque?

Electronically.

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10.2b What is the minimum number of days notice lenders require?

4 working days.

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10.3 What are the standard deductions made from the mortgage advance?

Application fee.

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10.7 On a delayed completion, when and how is advance to be returned?

Electronically if completion is delayed by more than 2 days.

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10.9 If different from 1.11, contact point if completion is delayed?

See 1.11.

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10.10 How long can you hold the mortgage advance before returning it?

2 days.

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10.11 What, if any interest does the lender charge if return of the advance is delayed?

Interest is charged from the day the money is released.

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12.3.1 If different from 1.11, contact point for release of retentions/mortgage advance instalments:

We do not make retentions.

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14.1.4 Does the lender require me to make a form CH2 application?

No.

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14.1.5 Does the lender need to be sent the original mortgage deed and/or any other original title documents?

Yes; we require the original deed to be sent to us as per section 14.2.1 and ensure you submit a certified copy of the deed to HMLR

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14.2.1 Where should the title deeds and documents be sent?

See 1.11.

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14.2.2 Which documents must I send after completion?

We require you to send us copies of the following items in image format only:

- Title information document;
- Legal charge
- Solicitors' Certificate;
- Buildings Insurance Declaration;
- Occupant's Deed where one was obtained;
- Indemnity insurance policy where one was obtained;
- Receipted Notice of Charge or evidence of service where the Property is leasehold;
- Standard declarations and undertakings
- Power of Attorney (if applicable)
- Essential repairs undertaking (if applicable)

All pre registration title deeds, searches, enquiries, consents, requisitions and documents relating to the Property may be returned to the Borrower's solicitors or destroyed by you.

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16.1.1 If different from 1.11, contact point for title documents:

See 1.11.

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16.3.1 Does the lender have a standard form of transfer/deed of covenant?

No.

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16.3.2 If different from 1.11, contact point for finding out the debt amount:

See 1.11

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16.3.4 Does the lender need to be sent the transfer of equity?

No.

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16.3.7a If different from 1.11, contact point for obtaining execution of transfer equity:

Executed as a Deed by Aviva Equity Release UK Limited acting by its attorney (leave space for name) in the presence of:

1 attorney

1 witness

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16.3.7b What form of attestation clause does the lender use?

Executed as a Deed by Aviva Equity Release UK Limited acting by its attorney (leave space for name) in the presence of:

1 attorney

1 witness

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16.4.1 If different from 1.11, contact point for application for consent to letting:

See 1.11.

For customers on Edition 5 onwards Ts & Cs, we will allow them to have a tenant(s) in a self contained part of the property e.g. annexe. We require a tenancy agreement which meets our requirements. Please contact Aviva (see 1.11) for further information.

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16.4.2 Does the lender need to be sent a copy of the proposed tenancy?

No

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16.5.2 If different from 1.11, contact point for confirming proposed deed or agreement will not adversely affect the lender:

See 1.11.

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16.5.3a Where should the deed of variation be sent?

See 1.11.

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16.5.3b Where should the deed of rectification be sent?

See 1.11.

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16.5.3cWhere should the deed of easement be sent?

Easements (England and Wales)

You must take all reasonable steps to check that the Property has the benefit of all easements/servitudes necessary for its full use and enjoyment. This would include, for example, rights of way (both vehicular and pedestrian), the use of services and any necessary rights of entry for repair. All such rights must enforceable by the Borrower and the Borrower's successors in title. If they are not, you must report to us.

Any additional title numbers shown on the Seller's title must be checked to ascertain whether the additional land/title is required to be charged. We will require the land to be charged if our Borrower is to own it on completion.

See 1.11

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16.5.3dWhere should the option agreements be sent?

Remortgage - You are not required to check for rights of pre-emption or options on the title. If you are advised of one outside of this, you must refer to Aviva (see 1.11). We will need the specific detail of the pre-emption and how it operates i.e. the deed wording, so we can assess whether we should lend.

Purchase transaction - We will not normally accept properties which are subject to rights of pre-emption, restrictions on resale, options or similar arrangements. If you discover that the Property is subject to any of these matters, please let us have details immediately (see 1.11). We will need the specific detail of the pre-emption and how it operates i.e. the deed wording, so we can assess whether we should lend. Please also let us have your opinion of the effect the matter would have upon a mortgagee's/heritable creditor's power of sale and in particular the degree to which you feel a sale might be frustrated by the person having the benefit of the right, restriction or option.

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17.1.1 If different from 1.11, contact point for redemption statements:

See 1.11.

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17.2.1aWhere do you send the discharge and repayment remittance?

See 1.11.

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17.2.1bDoes the lender send the discharge via a DS 1 form or direct with the Land Registry?

We discharge directly with the Land Registry using e-DS1.

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