

# HSBC UK Bank plc

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## Part 1: England and Wales

Last modified: 01/07/2017

## Part 2: HSBC UK Bank plc

Last modified: 12/08/2024



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## 1. General

### Part 1 - Instructions and Guidance

**Those lenders who instruct using the UK Finance Mortgage Lenders' Handbook certify that these instructions have been prepared to comply with the requirements of the Solicitors Regulation Authority (SRA's) Code of Conduct 2011 and the CLC Code of Conduct 2011.**

1.1 The UK Finance Mortgage Lenders' Handbook is issued by UK Finance. Your instructions from an individual lender will indicate if you are being instructed in accordance with the Lenders' Handbook. If you are, the general provisions in part 1 and any **lender specific requirements in part 2** must be followed.

1.2 References to "**we**", "**us**" and "**our**" mean the lender from whom you receive instructions.

1.3 The Lenders' Handbook does not affect any responsibilities you have to us under the general law or any practice rule or guidance issued by your professional body from time to time.

1.4 The standard of care which we expect of you is that of a reasonably competent solicitor or licensed conveyancer acting on behalf of a mortgagee.

1.5 If you are regulated by the Solicitors Regulation Authority (SRA) the limitations contained in the SRA's Code of Conduct 2011 apply to the instructions contained in the Lenders' Handbook and any separate instructions.

1.6 You must also comply with any separate instructions you receive for an individual loan.

1.7 If the borrower and the mortgagor are not one and the same person, all references to "**borrower**" shall include the mortgagor. Check **part 2** to see if we lend in circumstances where the borrower and the mortgagor are not one and the same.

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

HSBC UK only offers mortgages with direct security (A1 mortgage deed) where the Borrower(s) and owner(s) (the Mortgagor(s)) are exactly the same.

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1.8 References to "**borrower**" (and, if applicable, "**guarantor**" or, expressly or impliedly, the mortgagor) are to each borrower (and guarantor or mortgagor) named in the mortgage instructions/offer (if sent to the conveyancer). This applies to references in the Lenders' Handbook and in the certificate of title.

1.9 References to "**mortgage offer**" include any loan agreement, offer of mortgage or any other similar document.

1.10 If you are instructed in connection with any additional loan (including a further advance) then you should treat references to "mortgage" and "mortgage offer" as applying to such "additional loan" and "additional loan offer" respectively.

1.11 In any transaction during the lifetime of the mortgage when we instruct you, you must use our current standard documents in all cases and must not amend or generate them without our written consent. We will send you all the standard documents necessary to enable you to comply with our instructions, but please let us know if you need any other documents and we will send these to you. Check **part 2** to see who you should contact. If you consider that any of the documentation is inappropriate to the particular facts of a transaction, you should write to us (see **part 2**) with full details and any suggested amendments.

1.11a Contact point for standard documents.

Instructions:

Where the Solicitor, Legal Executive or Licenced Conveyancer is instructed to act on behalf of the Bank, they will be notified by email of the instruction by Legal Marketing Services Limited (LMS) and must access the instruction only through the LMS Conveyancer Zone website.

You will not normally be sent the instruction directly by HSBC UK.

The instruction will be a copy of the mortgage offer addressed to the borrower. The Solicitor, Legal Executive or Licensed Conveyancer will not normally receive a mortgage offer or cover letter addressed to the firm and should treat the borrower(s) copy of the mortgage offer as their formal instruction to act on behalf of the Bank.

Note: HSBC UK offer documents do not require signing by the borrower and are subject to a 7 days' reflection period. The borrower may waive the reflection period if they wish.

Standard Documents:

You must use the LMS Conveyancer Zone website to access the following Lender documents:

- Mortgage Lending Instructions & Guidance Notes document (which contain additional information on Bank requirements)
- All standard legal documents,

Note: From 16 June 2024, all new Mortgage Offers will be subject to the HSBC Mortgage Loan Terms and Conditions

2023 v1 Edition, and this will require use of the R series mortgage deed. It is essential that you check the date of the Mortgage Offer to ensure you use the correct mortgage deed incorporating the edition of the Mortgage Loan Terms and Conditions set out in the Mortgage Offer. Please refer to our [Guidance on Mortgage Deed / Standard Security and Terms & Conditions - England & Wales, Scotland, and Northern Ireland](#).

Redemption Statement Requests: see 17.1

Your contact points in the event your query still remains unresolved:

Telephone Number: 0370 6007722

Postal Address: Customer Service Centre, BX8 4HB

Fax Number: 0370 2438800

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1.11b Contact point if standard documents are inappropriate.

See 1.11a

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1.12 In order to act on our behalf your firm must be a member of our conveyancing panel. You must also comply with any terms and conditions of your panel appointment.

1.12.1 Our instructions are personal to the firm to whom they are addressed and must be dealt with solely by that firm. You must not sub-contract or assign our instructions to another firm or body, nor may you accept instructions to act for us from another body, unless we confirm in writing otherwise.

1.13 If you or a member of your immediate family (that is to say, a spouse, civil partner, co-habitee, parent, sibling, child, step-parent, step-child, grandparent, grandchild, parent-in-law, or child-in-law) is the borrower and you are the sole practitioner, you must not act for us.

1.14 Your firm or company must not act for us if the partner or fee earner dealing with the transaction or a member of his immediate family is the seller, unless we say your firm may act (see **part 2**) and a separate fee earner of no less standing or a partner within the firm acts for us.

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

Yes, provided a separate partner to the firm (who is not related to the seller) acts for us, there is no conflict of interest and you are acting within your professional guidelines

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1.15 Your firm or company must not act for us if the partner or fee earner dealing with the transaction or a member of his immediate family is the borrower, unless we say your firm may act (see **part 2**) and a separate fee earner of no less standing or a partner within the firm acts for us.

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

Yes, provided a separate partner to the firm (who is not related to the seller) acts for us, there is no conflict of interest and you are acting within your professional guidelines

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1.16 If there is any conflict of interest, you must not act for us and must return our instructions.

1.17 Nothing in these instructions lessens your duties to the borrower. This does not apply if acting in accordance with [Part 3 - Separate Representation Standard Instructions](#).

1.18 In addition to these definitions any reference to any regulation, legislation or legislative provision shall be construed as a reference to that regulation, legislation or legislative provision as amended, re-enacted or extended at the relevant time.

## 2. Communicating with the Lender

2.1 All communication between you and us should be in writing quoting the mortgage account or roll number, the surname and initials of the borrower and the property address. You should keep copies of all written communication on your file as evidence of notification and authorisation. If you use PC fax or e-mail, you should retain a copy in readable form.

2.2 If you require deeds or information from us in respect of a borrower or a property then you must first of all have the borrower's authority for such a request. If there is more than one borrower, you must have the authority of all the borrowers. This does not apply if acting in accordance with [Part 3 - Separate Representation Standard Instructions](#).

2.3 If you need to report a matter to us, you must do so as soon as you become aware of it so as to avoid any delay. If you do not believe that a matter is adequately provided for in the Handbook, you should

- identify the relevant Handbook provision and the extent to which the issue is not covered by it.
- provide a concise summary of the legal risks.
- provide your recommendation on how we should protect our interest.

After reporting a matter you should not complete the mortgage until you have received our further written instructions. We recommend that you report such matters before exchange of contracts because we may have to withdraw or change the mortgage offer.

## 3. Safeguards

### 3.1 Safeguards for solicitors

#### 3.1.1 **This sub-section relates to solicitors and those working in practices regulated by the Solicitors Regulation Authority only.**

3.1.2 You must follow the rules and guidance of your professional body relating to money laundering and comply with the current money laundering regulations and the Proceeds of Crime Act 2002 to the extent that they apply and you must follow other relevant guidance, for example, the Law Society of England and Wales mortgage fraud practice note; the Council for Licensed Conveyancers' Acting for Lenders and Prevention of Mortgage Fraud Code and Guidance, and take account of relevant regulatory warning notices.

3.1.3 If you are not familiar with the seller's regulated legal representatives (as defined by the Legal Services Act 2007 Schedule 4 and Schedule 2 paragraph 5), you must verify that they are currently on record with the Solicitors Regulation Authority, Council for Licensed Conveyancers or other legal regulatory body as practising at the address they have provided to you. Check **part 2** to see whether we require you to notify us of the name and address of the regulated legal representatives (as defined above) acting for the seller.

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 the seller does not have legal representation you should check **part 2** to see whether or not we need to be notified so that a decision can be made as to whether or not we are prepared to proceed.

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.

We only need to be notified of any cases where the seller is not represented or where you cannot satisfy yourselves with the checks carried out on the seller's appointed representative

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3.1.5 Unless you personally know the signatory of a document, you must ask the signatory to provide evidence of identity, which you must carefully check. You should check the signatory's identity against one of the documents from list A or two of the documents in list B: **List A**

- a valid full passport; or
- a valid H M Forces identity card with the signatory's photograph; or
- a valid UK Photo-card driving licence; or
- any other document listed in the additional list A in **part 2**.

#### **List B**

- a cheque guarantee card, credit card (bearing the Mastercard or Visa logo) American Express or Diners Club card, debit or multi-function card (bearing the Switch or Delta logo) issued in the United Kingdom with an original account statement less than three months old; or
- a firearm and shot gun certificate; or
- a receipted utility bill less than three months old; or
- a council tax bill less than three months old; or
- a council rent book showing the rent paid for the last three months; or
- a mortgage statement from another lender for the mortgage accounting year just ended; or
- any other document listed in the additional list B in **part 2**.

3.1.5 What other documents are acceptable for verifying identity?

None

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3.1.6 You should check that any document you use to verify a signatory's identity appears to be authentic and current, signed in the relevant place. You should take a copy of it and keep the copy on your file. You should also check that the signatory's signature on any document being used to verify identity matches the signatory's signature on the document we require the signatory to sign and that the address shown on any document used to verify identity is that of the signatory.

3.2 Safeguards for licensed conveyancers

3.2.1 **This sub-section applies to licensed conveyancers practices only.**

3.2.2 You must follow the professional guidance of the Council for Licensed Conveyancers relating to money laundering and comply with the current money laundering regulations and the Proceeds of Crime Act 2002 to the extent that they apply and you must follow all other relevant guidance issued by the Council for Licensed Conveyancers.

3.2.3 If you are not familiar with the seller's regulated legal representatives (as defined by the Legal Services Act 2007 Schedule 4 and Schedule 2 paragraph 5), you must verify that they are currently on record with the Law Society or Council for Licensed Conveyancers or other legal regulatory body as practising at the address they have provided to you. Check **part 2** to see whether we require you to notify us of the name and address of the regulated legal representatives (as defined above) acting for the seller.

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 the seller does not have legal representation you should check **part 2** to see whether or not we need to be notified so that a decision can be made as to whether or not we are prepared to proceed.

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.

We only need to be notified of any cases where the seller is not represented or where you cannot satisfy yourselves with the checks carried out on the seller's appointed representative

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3.2.5 Unless you personally know the signatory of a document, you must ask the signatory to provide evidence of identity, which you must carefully check. You must satisfy yourself that the person signing the document is the borrower, mortgagor or guarantor (as appropriate). If you have any concerns about the identity of the signatory you should notify us immediately.

3.2.6 You should check that any document you use to verify a signatory's identity appears to be authentic and current, signed in the relevant place. You should take a copy of it and keep the copy on your file. You should also check that the signatory's signature on any document being used to verify identity matches the signatory's signature on the document we require the signatory to sign and that the address shown on any document used to verify identity is that of the signatory.

#### 4. Valuation of The Property

4.1 Check **part 2** to see whether we send you a copy of the valuation report or if you must get it from the borrower. If you get a copy of the valuation report from the borrower, we do not expect you to check the content of that report matches the information we hold. For the avoidance of doubt, regardless of where the report is obtained from, you must carry out the checks detailed in sections 4.2 and 4.3.

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

A valuation for mortgage purposes will have been undertaken, though this may not be based on a physical inspection of the property. A copy of the valuation report will be sent to you with a copy of the Mortgage Offer. The valuation report is obtained for mortgage purposes only and should not be passed to the borrower.

Note: where the name of the valuer in Section 9 of the valuation report is specified as SDLAVM or SDLMDV, you should disregard and must not raise queries regarding the information in Sections 2 to 7 inclusive and section 10. You should refer to sections 1 Applicant and Property Address and 9 Recommendation only.

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4.2 You must take reasonable steps to verify that there are no discrepancies between the description of the property as valued and the title and other documents which a reasonably competent conveyancer should obtain, and, if there are, you must tell us immediately.

4.3 You should take reasonable steps to verify that the assumptions stated by the valuer about the title (for example, its tenure, easements, boundaries and restrictions on its use) in the valuation and as stated in the mortgage offer are correct. If they are not, please let us know as soon as possible (see **part 2**) as it will be necessary for us to check with the valuer whether the valuation needs to be revised. We are not expecting you to assume the role of valuer. We are simply trying to ensure that the valuer has valued the property based on correct information.

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

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4.4 We recommend that you should advise the borrower that there may be defects in the property which are not revealed by the inspection carried out by our valuer and there may be omissions or inaccuracies in the report which do not matter to us but which would matter to the borrower. We recommend that, if we send a copy of a valuation report that we have obtained, you should also advise the borrower that the borrower should not rely on the report in deciding whether to proceed with the purchase and that he obtains his own more detailed report on the condition and value of the property, based on a fuller inspection, to enable him to decide whether the property is suitable for his purposes.

4.5 Where the mortgage offer states that a final inspection is needed, you must ask for the final inspection at least 10 working days before the advance is required. Failure to do so may cause delay in the issue of the advance. Your certificate of title must be sent to us in the usual way.

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

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4.5b Where should the certificate of title be sent?

See 10.2b

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5. Title

5.1 Length of Ownership

5.1.1 Please report to us immediately if the owner or registered proprietor has been registered for less than six months.

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

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5.2 Seller Not The Owner or Registered Proprietor

5.2.1 Please report to us immediately if the person selling to the borrower is not the owner or registered proprietor unless the seller is:

- a personal representative of the registered proprietor; or
- an institutional mortgagee exercising its power of sale; or
- a receiver, trustee-in-bankruptcy or liquidator; or
- a developer or builder selling a property acquired under a part-exchange scheme; or
- a Registered Housing Provider (Housing Association) exercising a power of sale.

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:

Transactions which involve assignable contracts or irrevocable powers of attorney in favour of intervening sellers are not acceptable. You should also report any other structure to the transaction which has a similar effect.

We will NOT lend in transactions where there is a sub-sale, back to back transaction or in one where the contract for sale is to be assigned to a third party.

All other circumstances where the seller is not the owner or registered proprietor, other than those listed in Part 1 under 5.2.1, should be referred to us (see 1.11a for contact details) with full details

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5.3 Conflict of Interest

5.3.1 If any matter comes to your attention which you should reasonably expect us to consider important in deciding whether or not to lend to the borrower (such as whether the borrower has given misleading information to us or the information which you might reasonably expect to have been given to us is no longer true) and you are unable to disclose that information to us because of a conflict of interest, you must cease to act for us and return our instructions stating that you consider a conflict of interest has arisen. This does not apply if acting in accordance with [Part 3 - Separate Representation Standard Instructions](#).

5.4 Searches and Reports

5.4.1 In carrying out your investigation, you must ensure that all usual and necessary searches and enquiries have been carried out. You must report any adverse entry to us but we do not want to be sent the search itself. We must be named as



the applicant in the Land Registry search.

5.4.2 In addition, you must ensure that any other searches which may be appropriate to the particular property, taking into account its locality and other features are carried out.

5.4.3 All searches except where there is a priority period must not be more than six months old at completion.

5.4.4 You must advise us of any contaminated land entries revealed in the local authority search. Check **part 2** to see if we want to receive environmental or contaminated land reports (as opposed to contaminated land entries revealed in the local authority search). If we do not, you do not need to make these enquiries on our behalf.

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

Japanese Knotweed - You will need to advise the Bank if you become aware that there is, may be or has previously been Japanese Knotweed identified on or near the property (within 3m of the boundary) and this is not noted on the valuation.

Where Japanese Knotweed has not been identified within the boundaries of the property to be mortgaged to the Bank but is present on neighbouring land within 3 metres from the boundary, we will rely on the Valuer to assess if there is any impact on the valuation.

Where Japanese Knotweed has been identified within the boundaries of the property being mortgaged to the Bank, we can only proceed if any damage to outbuildings, paths and fences is minor. We will rely on the Valuer to assess whether there is any visible damage to structure or outbuildings, or whether it is causing any restrictions to the access of amenity space. If the answer to either of these is yes, a Japanese Knotweed Survey is required and we will require the following:

- A Treatment plan which has been fully completed by an appropriately qualified person or company such as an accredited member of an industry recognised trade association such as the Property Care Association and the Invasive Non-Native Specialists Association
- A Completion Certificate that confirms the weed has already been fully remediated with a minimum 10 year insurance backed guarantee in place which should commence on the date of completion of treatment
- A copy of the treatment plan, completion certificate and guarantee are to be provided to the valuer for their confirmation that the property is suitable for mortgage security and whether there is any impact on the valuation of the property

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5.4.5 Check **part 2** to see if we accept personal searches.

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

Yes, provided the firm is registered with the Council of Property Search Organisations (CoPSO), has adequate professional indemnity insurance and states that it complies with the Code of Practice for Search Compilers and Retailers.

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5.4.6 Check **part 2** to see if we accept search insurance.

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

Yes, we will accept local authority search indemnity insurance at your own risk provided that the mortgage valuation of the property does not exceed £1 million and that you are satisfied the policy adequately protects us as mortgagee and that you give an unqualified Certificate of Title. At a minimum, the policy cover must be the open market value of the property. Other than local search indemnity insurance, no other search indemnity insurance is acceptable.

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5.4.7 If we accept personal searches or search insurance you must ensure that:-

- a suitably qualified search agent carries out the personal search and has indemnity insurance that adequately protects us; or
- the search insurance policy adequately protects us.

5.4.8 You are satisfied that you will be able to certify that the title is good and marketable unless stated otherwise in our specific requirements listed in **part 2**.

#### 5.5 Planning and Building Regulations

5.5.1 You must by making appropriate searches and enquiries take all reasonable steps (including any further enquiries to clarify any issues which may arise) to ensure:

- the property has the benefit of any necessary planning consents (including listed building consent) and building regulation approval for its construction and any subsequent change to the property and its current use; and
- there is no evidence of any breach of the conditions of that or any other consent or certificate affecting the property; and
- that no matter is revealed which would preclude the property from being used as a residential property or that the property may be the subject of enforcement action.

If there is evidence of such a breach or matter but in your professional judgment there is no reasonable prospect of enforcement action and, following reasonable enquiries, you are satisfied that the title is good and marketable and you can provide an unqualified certificate of title, we will not insist on indemnity insurance and you may proceed.

5.5.2 If there is such evidence and all outstanding conditions will not be satisfied by completion, where you are not able to provide an unqualified certificate of title, you should report this to us in accordance with 2.3.

5.5.3 Check **part 2** to see if copies of planning permissions, building regulations and other consents or certificates should be sent to us.

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:

#### Private drainage systems

Where private drainage systems exist such as septic tanks and small scale private sewage treatment plants (Package treatment plants). It must be confirmed that the system is compliant with legislation. Systems which are not compliant will not be acceptable.

Where systems are shared or run through neighbouring land appropriate legal arrangements should exist for the management, access and maintenance, and details of any demand for payment and/or costs incurred are shared with the customer(s).

Systems should be registered with the relevant regional agency where required.

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

We do not require a copy of the planning permission.

If any breach of planning permission is still within any applicable enforcement period, we will rely upon your

professional judgement to protect any risk to the Bank. If you consider indemnity insurance is required, this should be obtained in accordance with Section 9 of the UK Finance Handbook. If not, we do not need to be notified.

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

We do not require a copy of the building consents.

If any breach of building regulations is still within any applicable enforcement period, we will rely upon your professional judgement to protect any risk to the Bank. If you consider indemnity insurance is required, this should be obtained in accordance with Section 9 of the UK Finance Handbook. If not, we do not need to be notified.

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

No, unless the property has been converted from commercial to residential property. In this case we will require proof of residential status. If planning permission exists for the change in use, then a separate certificate of lawful use or development is not required. Where planning permission cannot be confirmed, a certificate of lawful use or development is required.

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5.5.4 If the property will be subject to any enforceable restrictions, for example under an agreement (such as an agreement under section 106 of the Town and Country Planning Act 1990) or in a planning permission, which, at the time of completion, might reasonably be expected materially to affect its value or its future marketability, you should report this to us (see **part 2**).

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

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

5.6 Good and Marketable Title

5.6.1 The title to the property must be good and marketable free of any restrictions, covenants, easements, charges or encumbrances which, at the time of completion, might reasonably be expected to materially adversely affect the value of the property or its future marketability (but excluding any matters covered by indemnity insurance) and which may be accepted by us for mortgage purposes. Our requirements in respect of indemnity insurance are set out in section 9. If, based on your professional judgment, you are able to provide an unqualified certificate of title, we will not require indemnity insurance. You must also take reasonable steps to ensure that, on completion, the property will be vested in the borrower.

5.6.2 Good **leasehold title** will be acceptable if:

- a marked abstract of the freehold and any intermediate leasehold title for the statutory period of 15 years before the grant of the lease is provided; or
- you are prepared to certify that the title is good and marketable when sending your certificate of title (because, for example, the landlord's title is generally accepted in the district where the property is situated); or
- you arrange indemnity insurance. Our requirements in respect of indemnity insurance are set out in section 9.

5.6.3 A title based on **adverse possession** or **possessory title** will be acceptable if the seller is or on completion the borrower will be registered at the Land Registry as registered proprietor of a possessory title. In the case of lost title

deeds, the statutory declaration must explain the loss satisfactorily;

5.6.4 We will also require **indemnity insurance** where there are buildings on the part in question or where the land is essential for access or services;

5.6.5 We may not need indemnity insurance in cases where such title affects land on which no buildings are erected or which is not essential for access or services. In such cases, you must send a plan of the whole of the land to be mortgaged to us identifying the area of land having possessory title. We will refer the matter to our valuer so that an assessment can be made of the proposed security. We will then notify you of any additional requirements or if a revised mortgage offer is to be made.

#### 5.7 Flying Freeholds and Freehold Flats

5.7.1 If any part of the property comprises or is affected by a flying freehold or the property is a freehold flat, check **part 2** to see if we will accept it as security.

5.7.1a Does the lender lend on flying freeholds?

Yes, provided there are mutual rights of support, protection, repair and maintenance and entry for repair and maintenance and mutually enforceable covenants, usually including a Deed of Covenant, being entered into in identical form on each dealing with the Property between the existing/other flat owners and the incoming purchaser.

If a flying freehold is mentioned in the valuation report, the Bank requires you to check there are mutual rights of support and maintenance and mutually enforceable covenants and or if these are not in place to arrange appropriate indemnity insurance.

If the flying freehold is not mentioned within the valuation report this will also need to be referred back to the valuer.

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5.7.1b Does the lender lend on freehold flats?

Not generally acceptable, however we may be able to lend on freehold flats in the following circumstances:

- There is a leasehold interest in the flat and the reference to freehold relates to a share of the freehold interest in the block;
- The property is a Coach house and is subject to suitable buildings insurance and acceptable lease of garage;

Please also refer to 5.8.1 to 5.8.5 for other freehold arrangements that would be acceptable

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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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5.7.2 If we are prepared to accept a title falling within 5.7.1:

- the property must have all necessary rights of support, protection, and entry for repair as well as a scheme of enforceable covenants that are also such that subsequent buyers are required to enter into covenants in identical

- form; and
- you must be able to certify that the title is good and marketable; and
- in the case of flying freeholds, you must send us a plan of the property clearly showing the part affected by the flying freehold.

If our requirements in the first bullet under 5.7.2 are not satisfied, indemnity insurance must be in place at completion (see section 9).

## 5.8 Other Freehold Arrangements

5.8.1 Unless we indicate to the contrary (see **part 2**), we have no objection to a 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.

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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5.8.2 If the borrower occupying one of the flats also owns the freehold, we will require our security to be:

- the freehold of the whole building subject to the long leases of the other flats; and
- any leasehold interest the borrower will have in the flat the borrower is to occupy.

5.8.3 If another flat owner owns the freehold of the building, the borrower must have a leasehold interest in the flat the borrower is to occupy and our security must be the borrower's leasehold interest in such flat.

5.8.4 The leases of all the flats should contain appropriate covenants by the tenant of each flat to contribute towards the repair, maintenance and insurance of the building. The leases should also grant and reserve all necessary rights and easements. They should not contain any unduly onerous obligations on the landlord.

5.8.5 Where the security will comprise:

- one of a block of not more than four leasehold flats and the borrower will also own the freehold jointly with one or more of the other flat owners in the building; or
- 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; check **part 2** to see if we will accept it as security and if so, what our requirements will be.

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?

Bullet 1 clause 5.8.5 – Yes, we require a mortgage of the leasehold interest in the flat owned by the borrower.

Bullet 2 clause 5.8.5 - Yes, we do accept this type of security. We require a charge over both the freehold reversion and leasehold titles owned by the borrower.

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## 5.9 Commonhold

5.9.1 If any part of the property comprises of commonhold, check **part 2** to see if we will accept it as security.

### 5.9.1 Does the lender lend on commonhold?

Yes

Last updated: 12/08/2024

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### 5.9.2 If we are prepared to accept a title falling within 5.9.1, you must:

- ensure that the commonhold association has obtained insurance for the common parts which complies with our requirements (see 6.14);
- obtain a commonhold unit information certificate and ensure that all of the commonhold assessment in respect of the property has been paid up to the date of completion;
- ensure that the commonhold community statement does not include any material restrictions on occupation or use (see 5.6 and 5.10);
- ensure that the commonhold community statement provides that in the event of a voluntary termination of the commonhold the termination statement provides that the unit holders will ensure that any mortgage secured on their unit is repaid on termination;
- make a company search to verify that the commonhold association is in existence and remains registered, and that there is no registered indication that it is to be wound up; and
- within 14 days of completion, send the notice of transfer of a commonhold unit and notice of the mortgage to the commonhold association.

### 5.10 Restrictions on Use and Occupation

5.10.1 You must check whether there are any material restrictions on the occupation of the property as a private residence or as specified by us (for example, because of the occupier's employment, age or income), or any material restrictions on its use. If there are any restrictions, you must report details to us (see **part 2**). We may accept a restriction, particularly if this relates to sheltered housing or to first-time buyers.

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

[View all answers to this question](#)

### 5.11 Restrictive Covenants

5.11.1 You must enquire whether the property has been built, altered or is currently used in breach of a restrictive covenant. We rely on you to check that the covenant is not enforceable. If you are unable to provide an unqualified certificate of title as a result of the risk of enforceability you must ensure (subject to paragraph 5.11.2) that indemnity insurance is in place at completion of our mortgage (see section 9).

5.11.2 If there is evidence of a breach and, following reasonable enquiries, you are satisfied that the title is good and marketable; you can provide an unqualified certificate of title and the breach has continued for more than 20 years without challenge, then we will not insist on indemnity insurance.

### 5.12 First Legal Charge

5.12.1 On completion, we require a fully enforceable first charge by way of legal mortgage over the property executed by all owners of the legal estate. All existing charges must be redeemed on or before completion, unless we agree that an existing charge may be postponed to rank after our mortgage. Our standard deed or form of postponement must be used.

### 5.13 Balance of Purchase Price

5.13.1 You must ask the borrower how the balance of the purchase price is being provided. If you become aware that the borrower is not providing the balance of the purchase price from his own funds or is proposing to give a second charge over the property, you must report this to us if the borrower agrees (see **part 2**), failing which you must return our instructions and explain that you are unable to continue to act for us as there is a conflict of interest. You should also have regard to 6.3.1 with regard to any implications on the purchase price.

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.

## Contact Point as 1.11

You must report any circumstances where the balance of the purchase price is not being provided in accordance with Part 1 and in doing so must wait for our written instructions prior to proceeding. We do not accept deposits sourced from unsecured credit facilities or personal borrowing

We do not require you to report a deposit gifted by a family member (unless the donor is also the Vendor) provided that you are satisfied that the following conditions are met

The gift must be from a family member(s), who confirms it is unconditional and not repayable. A family member is considered to be a close relation defined as a spouse, domestic partner, grandparent, parent sibling, half sibling, aunt, uncle, cousin, in law relation or step relation. Gifts from third parties, including friends and employers are not acceptable.

The family member(s) must be related to one of the borrower(s).

Where a gifted deposit meets the above conditions and a Declaration of Trust is not being made, you must obtain and retain on your file a letter, addressed to you, signed by each donor which confirms the following information;

- The name and address of the family member gifting the deposit
- Their relationship to the borrowers(s)
- The name and current address of the borrower(s)
- The address of the property being purchased
- The amount being gifted and the source of the funds
- That the gift is not repayable and is an unconditional gift, and the donor(s) providing the gift will not acquire an interest in the property
- The letter must be obtained prior to completion and dated no more than 3 months of this date.

Where a Declaration of Trust is being made, this must be drafted in accordance with section 19 of our Mortgage Lending Instructions and Guidance Notes for England & Wales, Scotland & Northern Ireland which are located on LMS Conveyancer Zone – please ensure that you download the Guidance Notes and refer to the relevant section when drafting the Declaration of Trust. You must send us a copy of the draft deed at least 10 working days prior to completion for approval. You must not proceed without such approval.

Sole legal proprietor – it is not acceptable for a sole legal proprietor to enter into a Declaration of Trust.

In addition to your usual searches, you must ensure clear bankruptcy searches are obtained against all parties contributing to the balance of the purchase price. You must notify us if you cannot obtain clear searches.

Last updated: 12/08/2024

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### 5.14 Leasehold Property

5.14.1 Our requirements on the unexpired term of a lease offered as security are set out in **part 2**.

5.14.1 What minimum unexpired lease term does the lender accept?

All residential and buy to let leasehold properties must have a minimum of 50 years remaining after completion of the term of the mortgage.

If the above criteria is met, however the unexpired term at the outset has less than 85 years remaining, this will always be subject to a Valuer's opinion and must be referred to us for approval. The Valuer must be satisfied that there is a market for any property taking the lease into consideration.

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5.14.2 There must be no provision for forfeiture on the insolvency of the tenant or any superior tenant.

5.14.3 The only situations where we will accept a restriction on the mortgage or assignment (whether by a tenant or a mortgagee) of the lease is where the person whose consent needs to be obtained cannot unreasonably withhold giving consent. The necessary consent for the particular transaction must be obtained before completion. If the lease requires consent to an assignment or mortgage to be obtained, you must obtain these on or before completion (this is particularly important if the lease is a shared ownership lease). You must not complete without them.

5.14.4 You must take reasonable steps to check that:

- there are satisfactory legal rights, particularly for access, services, support, shelter and protection; and
- there are also adequate covenants and arrangements in respect of the following matters, buildings insurance, maintenance and repair of the structure, foundations, main walls, roof, common parts, common services and grounds (the "common services").

5.14.5 You should ensure that responsibility for the insurance, maintenance and repair of the common services is that of:

- the landlord; or
- one or more of the tenants in the building of which the property forms part; or
- the management company - see sub-section 5.15.

5.14.6 Where the responsibility for the insurance, maintenance and repair of the common services is that of one or more of the tenants the lease must contain adequate provisions for the enforcement of these obligations by the landlord or management company at the request of the tenant.

5.14.7 In the absence of a provision in the lease that all leases of other flats in the block are in, or will be granted in, substantially similar form, you should take reasonable steps to check that the leases of the other flats are in similar form. If you are unable to do so, you should effect indemnity insurance (see section 9). This is not essential if the landlord is responsible for the maintenance and repair of the main structure.

5.14.8 We do not require enforceability covenants mutual or otherwise for other tenant covenants.

5.14.9 We have no objection to a lease which contains provision for a periodic increase of the ground rent provided that the amount of the increased ground rent is fixed or can be readily established and is reasonable. If you consider any increase in the ground rent may materially affect the value of the property, you must report this to us (see **part 2**).

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

Lease terms such as ground rents must be reasonable at all times during the term of the lease and adhere to our requirement below.

If you are unsure as to whether the terms of a lease are reasonable or onerous, please refer the details to us for consideration.

If the potentially onerous terms are in relation to the ground rent, please include the current ground rent figure per annum, how often it will be reviewed and the mechanism by which any increase is calculated. See the guidance below:

Acceptable:

- Maximum Ground Rent p.a. must not exceed £250 (£1,000 in Greater London) per year. If there is the potential (within the lease provisions) for the ground rent to exceed these levels then the rent should be reduced to within the required threshold. This would require a lease variation on the lines that under no circumstances could reviewed rent be increased so that it comes within the applicable Assured Shorthold Tenancy (AST) thresholds in the Housing Act 1988 (as amended) or in any legislation amending or replacing it or in any subordinate legislation issued under it. If the lease cannot be varied, a suitable indemnity policy must be put in place to protect the risk to the Bank
- Ground Rent less than or equal to 0.2% of the current property value (New Builds restricted to 0.1%)



- Grounds Rent review period greater than or equal to 10 years
- Ground Rent escalation less than or equal to RPI. Any RPI increase must not exceed the AST thresholds under the Housing Act 1988.
- Ground Rent doubles every 20 years or over any longer period and does not continue to double after 125 years. Any doubling of ground rent must not be capable of exceeding the AST thresholds.

Unacceptable:

- Ground Rent greater than 0.2% of the current property value (New Builds greater than 0.1%)
- Ground Rent review period is less than 10 years
- Ground Rent escalation greater than RPI or linked to any other indices
- Ground Rent doubles less than every 20 years

Where ground rent provisions cause (or, during the term of the mortgage and/or lease, are likely to cause) the lease to be treated as an Assured Shorthold Tenancy (AST) under the Housing Act 1988, this need not be reported to us if either:

a. the Lease can be varied to restrict the ground rent below the statutory level;

OR

b. If the lease cannot be varied, a suitable indemnity policy is put in place to protect the risk to the Bank (Please refer to paragraph 9 for the Bank's requirements for Indemnity Insurance).

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5.14.10 You should enquire whether the landlord or managing agent foresees any significant increase in the level of the service charge in the reasonably foreseeable future and, if there is, you must report to us (see **part 2**).

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

[View all answers to this question](#)

5.14.11 If the terms of the lease are unsatisfactory, you must obtain a suitable deed of variation to remedy the defect. We may accept indemnity insurance (see section 9). See **part 2** for our requirements.

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

In some cases, please refer to us, see 1.11a for contact details.

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5.14.12 You must obtain on completion a clear receipt or other appropriate written confirmation for the last payment of ground rent and service charge from the landlord or managing agents on behalf of the landlord. Check **part 2** to see if it must be sent to us after completion. If confirmation of payment from the landlord cannot be obtained, we are prepared to proceed provided that you are satisfied that the absence of the landlord is common practice in the district where the property is situated, the seller confirms there are no breaches of the terms of the lease, you are satisfied that our security will not be prejudiced by the absence of such a receipt and you provide us with a clear certificate of title.

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

No, we do not require a clear ground rent or service charge receipt to be sent to us.

Where the final service charge accounts have not been issued for the applicable year, and therefore, an estimated service charge is in use, if deemed appropriate by the conveyancer and agreed by the customer(s), the bank has no objection to the use of a retention held by the customer(s) conveyancer, such retention must be time limited to no more than 30 days after the issuance of the final service charge accounts.

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5.14.13 Notice of the mortgage must be served on the landlord and any management company immediately following completion, whether or not the lease requires it. Please ensure that you can provide either suitable evidence of the service of notice on the landlord or management company or a receipt of notice. Check **part 2** to see if a receipted copy of the notice or evidence of service must be sent to us after completion.

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

No, however you must send a copy to the borrower and retain a copy with the title deeds

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5.14.14 We will accept leases which require the property to be sold on the open market if re-building or reinstatement is frustrated provided the insurance proceeds and the proceeds of sale are shared between the landlord and tenant in proportion to their respective interests.

5.14.15 You must report to us (see **part 2**) if it becomes apparent that the landlord is either absent or insolvent. If we are to lend, we may require indemnity insurance (see section 9). See **part 2** for our requirements.

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

[View all answers to this question](#)

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

Yes, indemnity insurance is acceptable.

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5.14.16 You must check a certified or official copy of the original lease. In the case of a registered lease where the original lease is now lost, or destroyed by Land Registry, we are prepared to proceed provided you have checked an official copy of the lease from the Land Registry.

5.14.17 This section applies only to purchases of leasehold flats in England situated in a 'relevant building' as defined in the Building Safety Act 2022 (Guidance on 'relevant buildings' can be found here: [Definition of 'relevant building'](#)). See Part 2s for our requirements on purchases and remortgages. Where the security will comprise such a leasehold flat you must request the following information from the seller's conveyancer about the building in which the flat is situated :

- Confirmation as to whether the building has been or will be remediated under the Building Safety Act 2022.
- Copies of any Landlord's Certificates, signed by the Landlord in the form set out in the Building Safety (Leaseholder Protections) (England) Regulations 2022.
- Copies of any executed Leaseholder Deed of Certificate (in the form set out in the Building Safety (Leaseholder Protections) (England) Regulations 2022) and confirmation that they have been submitted by the relevant leaseholder to the landlord.

You may want to consider any guidance from your professional body and/or regulator about the information and advice you should provide to the home-buyer relating to building safety. You should also consider any implications for section 4.4 of the Handbook.

5.14.17a Does the lender want any documentation sent to them?

No. We may, however, ask you to supply before completion, copies of the documents if we require them

Last updated: 12/08/2024

[View all answers to this question](#)

5.14.17b Does the lender have any specific instructions about building safety?

We have requirements for properties that have external wall systems (often generically termed cladding) that require remediation under the Building Safety Act 2022

a) You must inform us before completion if the current owner of the property is a non-qualifying leaseholder and send us confirmation of monies known to be payable by the leaseholders for remediation works as this may result in our having to withdraw or change the mortgage offer.

b) You must check the Landlord's Certificate has been completed correctly and properly executed and where possible, that the information it contains is correct.

c) If no Landlords Certificate is available, then you must satisfy yourselves that the leaseholder has followed the procedure set out in the legislation for providing the Leaseholder Deed of Certificate and that the landlord has not complied with the timeframes for providing a Landlord's certificate and is not entitled to recover the costs of remediation.

d) Where the building will be self-remediated by a developer, you must request provision of evidence confirming the commitment by the developer to fund the remediation works in full which, might take the form of:

(i) a letter from the developer; or

(ii) a certified copy of a developer remediation contract.

e) You must ensure that the borrower understands the extent of any financial contribution they will be required to make towards the cost of remediation, the remediation status of the building and the impact of any remediation timescales.

Where the building is of a construction type (i.e. traditional masonry) that there are no fire risks identified which relate to the provisions of the Building Safety Act 2022 or

i. an EWS1 certificate is provided with an A1, A2 or B1 rating confirming no remediation works are required; or  
ii. a Fire Risk Appraisal of External Walls in accordance with PAS 9980 (FRAEW) confirms that no remediation is required.

Subject to 5.14.17 a. above, we do not require that you refer this information to us and the requirements of the above sections a) - d) do not apply.

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5.14.17c Does the lender have any specific instructions relating to remortgages?

Section 5.14.17 a. also applies to remortgages

Section 5.14.17 b. applies to leasehold property purchases and remortgages in England unless expressly indicated otherwise.

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5.15 Management Company

5.15.1 In paragraphs 5.15.1 to 5.15.2 the following meanings shall apply:

- “management company” means the company formed to carry out the maintenance and repair of the common parts;

- “common parts” means the structure, main walls, roof, foundations, services, grounds and any other common areas serving the building or estate of which the property forms part.

If a management company is required to maintain or repair the common parts, the management company should have a legal right to enter the property; if the management company’s right to so enter does not arise from a leasehold interest, then the tenants of the building should also be the members of the management company. If this is not the case, there should be a covenant by the landlord to carry out the obligations of the management company should it fail to do so. For leases granted before 1 September 2000, if the lease does not satisfy the requirements of paragraph 5.15.1 but you are nevertheless satisfied with the existing arrangements affecting the management company and the maintenance and repair of the common parts and you are able to provide a clear certificate of title, then we will rely on your professional judgement.

5.15.2 You should make a company search and verify that the company is in existence and registered at Companies House. You should also obtain the management company's last three years' published accounts (or the accounts from inception if the company has only been formed in the past three years). Any apparent problems with the company should be reported to us (see **part 2**). If the borrower is required to be a shareholder in the management company, check **part 2** to see if you must arrange for the share certificate, a blank stock transfer form executed by the borrower and a copy of the memorandum and articles of association to be sent to us after completion (unless we tell you not to). If the management company is limited by guarantee, the borrower (or at least one of them if two or more) must follow the procedure necessary to become a member after completion.

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

[View all answers to this question](#)

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

Last updated: 12/08/2024

[View all answers to this question](#)

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

No

Last updated: 12/08/2024

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## 5.16 Insolvency Considerations

5.16.1 You must obtain a clear bankruptcy search against each borrower (and each mortgagor or guarantor, if any) providing us with protection at the date of completion of the mortgage. You must fully investigate any entries revealed by your bankruptcy search against the borrower (or mortgagor or guarantor) to ensure that they do not relate to them.

5.16.2 Where an entry is revealed that may relate to the borrower (or the mortgagor or guarantor):

- you must be satisfied that the entry does not relate to the borrower (or the mortgagor or guarantor) if you are able to do so from your own knowledge or enquiries; or
- if, after obtaining office copy entries or making other enquiries of the Official Receiver, you are unable to satisfy yourself that the entry does not relate to the borrower (or the mortgagor or guarantor) you must report this to us (see

**part 2).** We may as a consequence need to withdraw our mortgage offer.

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

[View all answers to this question](#)

5.16.3 If you are aware that the title to the property is subject to a deed of gift or a transaction at an apparent undervalue completed within five years of the proposed mortgage then you must be satisfied that we will acquire our interest in good faith and will be protected under the provisions of the Insolvency (No 2) Act 1994 against our security being set aside. If you are unable to give an unqualified certificate of title, you must arrange indemnity insurance (see section 9).

5.16.4 You must also obtain clear bankruptcy searches against all parties to any deed of gift or transaction at an apparent undervalue.

5.17 Powers of Attorney

5.17.1 If any document is being executed under power of attorney, you must ensure that the power of attorney is, on its face, properly drawn up, that it appears to be properly executed by the donor and that the attorney knows of no reason why such power of attorney will not be subsisting at completion.

5.17.2 Where there are joint borrowers the power should comply with section 25 of the Trustee Act 1925, as amended by section 7 of the Trustee Delegation Act 1999, or with section 1 of the Trustee Delegation Act 1999 with the attorney making an appropriate statement under section 2 of the 1999 Act.

5.17.3 In the case of joint borrowers, neither borrower may appoint the other as their attorney.

5.17.4 A power of attorney must not be used in connection with a regulated loan under the Consumer Credit Act 1974.

5.17.5 Check **part 2** to see if:

- the original or a certified copy of the power of attorney must be sent to us after completion; and
- where the power of attorney is a general power of attorney and was completed more than 12 months before the completion of our mortgage, whether you must send us a statutory declaration confirming that it has not been revoked.

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

Yes, we require sight of the original or a certified copy of either the original or an extract of the power of attorney before completion to check its suitability along with a specimen signature of the attorney.

Last updated: 12/08/2024

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

No

Last updated: 12/08/2024

[View all answers to this question](#)

5.18 The Guarantee

5.18.1 Whilst we recommend that a borrower should try to obtain a full title guarantee from the seller, we do not insist on this. We, however, require the borrower to give us a full title guarantee in the mortgage deed. The mortgage deed must not be amended.

5.19 Affordable Housing: Shared Ownership and Shared Equity

5.19.1 Housing associations, other social landlords and developers sometimes provide schemes under which the borrower will not have 100% ownership of the property and a third party will also own a share or will be taking a charge over the title. In these cases you must check with us to see if we will lend and what our requirements are unless we have already

provided these (see **part 2**).

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:

Schemes acceptable to the Bank are:

a) Shared ownership including New Build Homebuy (NBHB) and First Time Buyer Initiative (FTBI)

Schemes currently unacceptable to Bank are:

- a) Shared Equity Schemes
- b) Open Market Homebuy
- c) Discount for Sale
- d) Properties for sale at a discount
- e) Any scheme where the Housing Association requires a 2nd charge

#### Shared Ownership Lease Requirements

You must check the suitability of the lease for our purposes and, in particular, the protection it affords to us as mortgagee. You must advise us immediately where the lease is not suitable. Without prejudice to the foregoing, we have the following additional requirements:

- A suitable mortgagee protection clause. Please refer to the model leases on the gov.uk website for examples of acceptable clauses - [https://www.gov.uk/guidance/capital-funding-guide/1- + help-to-buy-shared-ownership](https://www.gov.uk/guidance/capital-funding-guide/1-help-to-buy-shared-ownership)
- stair casing provisions must enable the borrower to purchase further shares and eventually, 100% of the freehold, if required.
- Mutually enforceable covenants (if the property is a flat or maisonette).

We will rely on you to ensure that the lease is suitable for our security purposes and follows the form of the appropriate Model Lease available from the gov.uk website subject to your ensuring that the mortgagee protection clause includes:

(1) a minimum of 18 months' interest from the date of enforcement: and

(2) the minimum requirement for costs and fees in enforcing the security is 3% of the Market Value at time of enforcement.

If the lease does not meet all of the Bank's requirements but does contain a mortgagee protection clause which meets the Bank's requirements, the Bank will be happy to proceed provided that you are able to advise that, in your professional opinion, the lease will be a good and sufficient security for the Bank's mortgage debt and that you are able to submit an unqualified Certificate of Title.

If you believe that the security would be adversely affected, you must advise the Bank of the risks and of any action that could be taken to mitigate these and, if so, to what extent.

If there is an action that could be taken, the Bank will rely upon your professional judgment to ensure a good and sufficient security is obtained.

#### Stair Casing Provisions

The Bank must be able to exercise the stair casing rights and acquire the long lease or freehold without having to become the tenant.

#### Surrendering the Lease

If the lease is to be surrendered back to the social landlord in lieu of assignment, the surrender must be for the current

market value of the share.

Last updated: 12/08/2024

[View all answers to this question](#)

#### 5.20 Energy Technologies Installed on Residential Properties

5.20.1 Where a property is subject to a registered lease of roof space for solar PV panels we require you to check that the lease meets the [UK Finance minimum requirements](#). Where you consider it does not, check **part 2** to see whether you must report this to us and for details of any additional requirements.

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?

The registered lease of roof space must meet the UKF minimum standards.

If the lease does not meet the UKF minimum standards and you are unable to agree a variation to ensure the lease meets the UKF minimum requirements, the case cannot proceed and you should advise the applicants and us.

We do not require a copy of the lease.

Last updated: 12/08/2024

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5.20.2 If, after completion, the borrower informs you of an intention to enter into a lease of roof space relating to energy technologies, you should advise the borrower that they, or the energy technology provider on their behalf, will need to seek consent from us.

5.20.3 UK Finance has issued a set of [minimum requirements](#) where a provider/homeowner is seeking lender consent for a lease of roof space for solar PV panels. See **part 2** for our additional requirements relating to these leases.

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?

We will only consent to a new lease of roof space where the UK Finance minimum requirements are met. We require confirmation of compliance using the UKF template letter where our consent is required to register a lease of roof space.

We do not require a copy of the lease.

Last updated: 12/08/2024

[View all answers to this question](#)

#### 5.20.4

Check part 2 to see whether we require you to disclose the details of any existing Green Deal Plan(s) on a property

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

Yes (see 1.11a for contact details).

Last updated: 12/08/2024

[View all answers to this question](#)

### 6. The Property

#### 6.1 Mortgage Offer and Title Documents

6.1.1 The loan to the borrower will not be made until all relevant conditions of the mortgage offer which need to be satisfied before completion have been complied with and we have received your certificate of title.

6.1.2 You must check your instructions and ensure that there are no discrepancies between them and the title documents and other matters revealed by your investigations.

6.1.3 You should tell us (see **part 2**) as soon as possible if you have been told that the borrower has decided not to take up the mortgage offer.

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

[View all answers to this question](#)

6.2 Boundaries

6.2.1 These must be clearly defined by reference to a suitable plan or description. They must also accord with the information given in the valuation report, if this is provided to you. You should check with the borrower that the plan or the description accords with the borrower's understanding of the extent of the property to be mortgaged to us. You must report to us (see **part 2**), if there are any discrepancies.

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

[View all answers to this question](#)

6.3 Purchase Price

6.3.1 The purchase price for the property must be the same as set out in our instructions. If it is not, you must tell us (unless we say differently in **part 2**).

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

[View all answers to this question](#)

6.4 Incentives

6.4.1 You must obtain a completed copy of the [UK Finance Disclosure of Incentives Form](#) for any property that is yet to be occupied for the first time, or for the first time in its current form, for example, because of a renovation or conversion. You should only report incentives to the lender as instructed below.

6.4.2 You will not be able to send a completed Certificate of Title to the lender unless you have received the [UK Finance Disclosure of Incentives Form](#). When you send a completed Certificate of Title you are confirming you are in receipt of a completed UK Finance Disclosure of Incentives Form from the developer/seller's conveyancer which complies with your instructions.

6.4.3 This does not override your duty to the lender via the instructions provided elsewhere in the Lenders' Handbook.

6.4.4 You must tell us (unless we say differently in **part 2**) if the contract provides for or you become aware of any arrangement in which there is:

- a cashback to the buyer; or
- part of the price is being satisfied by a non-cash incentive to the buyer or
- any indirect incentive (cash or non cash) or rental guarantee.

Any such arrangement may lead to the mortgage offer being withdrawn or amended.

6.4.4 Does the lender require me to report incentives?

All incentives must be reported to us. You must also complete a UK Finance Disclosure of Incentives Form which the valuer will require. On submitting the Certificate of Title, you are confirming you are in receipt of this form.

Last updated: 12/08/2024

[View all answers to this question](#)

6.4.5 You must report to us (see **part 2**) if you will not have control over the payment of all of the purchase money (for example, if it is proposed that the borrower pays money to the seller direct) other than a deposit held by an estate agent or a reservation fee of not more than £1,000 paid to a builder or developer.



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

[View all answers to this question](#)

#### 6.5 Vacant Possession

6.5.1 Unless otherwise stated in your instructions, it is a term of the loan that vacant possession is obtained. The contract must provide for this. If you doubt that vacant possession will be given, you must not part with the advance and should report the position to us (see **part 2**).

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

Residential properties: we require vacant possession to be obtained upon completion. Where you identify a residential property is to be let on completion, you must advise us.

Buy to Let properties: please refer to 6.6.1 for our requirements where the property is already let or will be let on completion.

Last updated: 12/08/2024

[View all answers to this question](#)

#### 6.6 Properties Let at Completion

6.6.1 Unless it is clear from the mortgage offer that the property is let or is to be let at completion then you must check with us whether we lend on "buy-to-let" properties and that the mortgage is for that purpose (see **part 2**).

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:

• Our requirements are:

1. The agreement between the mortgagor and the tenant(s) must not result in the tenant(s) having the benefit of any security of tenure over and above the contractual term of the tenancy;
2. The Bank must be able to obtain vacant possession at the end of the term if required.
3. The tenancy agreement, and the entry into of it, must be valid and properly constituted
4. If the property is leasehold tenure, the lessor's/freeholder's consent is obtained.

We will accept the following types of tenancy agreement:

- An Assured Shorthold Tenancy ("AST") under the Housing Act 1988, which meets all of the statutory requirements including the following criteria:
  - i. The tenant must be an individual;
  - ii. The property must be occupied as the tenant's only or principal home; and
  - iii. The tenancy must be dated on or after 28 February 1997 and must not be one that can become an Assured Tenancy
  - iv. The term of any AST agreement, including any extension periods contained within the agreement, must not exceed 3 years.
  
- In the case of properties in Wales, a Standard Contract that meets the relevant statutory requirements under the Renting Homes (Wales) Act 2016 including the following criteria:
  - i. The tenant must be an individual;
  - ii. The property must be occupied as the tenant's or tenants' only or principal home with no right to sublet or charge all or part of the property;
  - iii. The tenancy must not be one that can become a secure contract;
  - iv. Compliance with the fundamental provisions requirements set out in the Renting Homes (Wales) Act 2016 as applicable;
  - vi. The term of any Standard Contract, including any extension periods contained within the agreement, must not exceed 3 years.
  
- A Company Let (a residential letting to a company which permits occupation of the property by an employee of the company tenant) which does not fall within the provisions of the Housing Act 1988 (as amended by the Housing Act

1996). Please note that neither the company nor the occupant will have security of tenure and the term of any Company Let agreement must not exceed 12 months.

We do not require sight of the AST agreement or the Company Let agreement.

Last updated: 12/08/2024

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6.6.2 Where the property, or part of it, is already let, or is to be let at completion, then the letting must comply with the details set out in the mortgage offer or any consent to let we issue. If the letting does not comply, or no such details are mentioned, you must report the position to us (see **part 2**).

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:

[View all answers to this question](#)

6.6.3 Check **part 2** for whether counterparts or certified copies of all tenancy agreements and leases in respect of existing tenancies must be sent to us after completion.

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

No

Last updated: 12/08/2024

[View all answers to this question](#)

6.6.4 Where the property falls within the definition of a house in multiple occupation under the Housing Act 2004 see **part 2** as to whether we will accept this as security and if so what our requirements are.

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, we do not lend on this type of property

Last updated: 12/08/2024

[View all answers to this question](#)

6.7 New Properties - Building Standards Indemnity Schemes

6.7.1 If the property has been built or converted within the past ten years, or is to be occupied for the first time, you must ensure that it was built or converted under a scheme acceptable to us (see **part 2** for the list of schemes acceptable to us and our requirements).

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

- ABC+ Warranty
- Advantage HCI
- Ark Insurance Group Ltd
- Build Assure New Homes/Build Assure 10
- Building Life Plans (BLP)
- Build-Zone New Home Warranty
- Checkmate Castle 10 Home Warranty
- Global Home Warranties Ltd
- Homeproof – formerly known as Aedis Warranties Ltd
- International Construction Warranties Ltd (ICW)
- Local Authority Building Control (LABC) New Home Warranty
- NHBC
- One Guarantee

- Premier Guarantee
- Protek
- The Q Policy

Last updated: 12/08/2024

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6.7.2 Where the cover under a scheme referred to in clause 6.7.1 is not yet in place before you send us the certificate of title, you must obtain a copy of a new home warranty provider's cover note from the developer. The cover note must confirm that the property has received a satisfactory final inspection and that the new home warranty will be in place on or before legal completion. This does not apply to self-build schemes. Check **part 2** to see what new home warranty documentation should be sent to us after completion.

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

None. However a copy must be sent to the borrower and a copy must be retained with the title deeds

Last updated: 12/08/2024

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6.7.3 We do not insist that notice of assignment of the benefit of the new home warranty agreement be given to the builder in the case of a second and subsequent purchase(s) during the period of the insurance cover. Check **part 2** to see if any assignments of building standards indemnity schemes which are available should be sent to us after completion.

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

No

Last updated: 12/08/2024

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6.7.4 Where the property does not have the benefit of a scheme under 6.7.1 and has been built or converted within the past 6 years check **part 2** to see if we will proceed and, if so, whether you must satisfy yourself that the building work is being monitored (or where the work is completed was monitored) by a professional consultant. If we do accept monitoring you should ensure that the professional consultant has provided the lender's Professional Consultant's Certificate which forms an appendix to this Handbook or such other form as we may provide. The professional consultant should also confirm to you that he has appropriate experience in the design or monitoring of the construction or conversion of residential buildings and has one or more of the following qualifications:

- fellow or member of the Royal Institution of Chartered Surveyors (FRICS or MRICS); or
- fellow or member of the Institution of Structural Engineers (F.I.Struct.E or M.I.Struct.E); or
- fellow or member of the Chartered Institute of Building (FCIOB or MCIQB); or
- fellow or member of the Architecture and Surveying Institute (FASI or MASI) (only if in conjunction with a FCIOB or MCIQB qualification); or
- fellow or member of the Chartered Association of Building Engineers (C.Build E MCABE and C.Build E FCABE); or
- member of the Chartered Institute of Architectural Technologists (formerly British Institute of Architectural Technologists) (MCIAT); or
- architect registered with the Architects Registration Board (ARB). An architect must be registered with the Architects Registration Board, even if also a member of another institution, for example the Royal Institute of British Architects (RIBA); or
- fellow or member of the Institution of Civil Engineers (FICE or MICE).

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

Yes if an appropriate Professional Consultant's Certificate (PCC) is available (complying with the requirements set out in

parts 6.7.4 & 6.7.5 and in the form of Appendix 1) and the conditions below are met.

A PCC is only acceptable for newly built homes within:

- a) A development of no more than 10 properties.
- b) If the property is a flat or maisonette, a PCC must be available for the common parts and the structure of the building if these are part of the new build/conversion works.

Please note:

- Retrospective certificates by a professional who has not supervised the project from the start and inspected the build at regular intervals are not acceptable.
- The Professional Consultant's Certificate (PCC) must be in the format set by UKF with no changes from the standard template.

If the PCC is issued by a Warranty provider they must be on the approved list of new home warranty schemes in section 6.7.1

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6.7.5 At the time he issues his certificate of practical completion, the consultant must have professional indemnity insurance in force for each claim for the greater of either:

- the value of the property once completed; or
- £250,000 if employed directly by the borrower or, in any other case, £500,000. If we require a collateral warranty from any professional adviser, this will be stated specifically in the mortgage instructions.

6.7.6 Check **part 2** to see if the consultant's certificate must be sent to us after completion.

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

A copy must be sent to the borrower and a copy must be retained with the title deeds.

Last updated: 12/08/2024

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6.8 Roads and Sewers

6.8.1 If the roads or sewers immediately serving the property are not adopted or maintained at public expense, there must be an agreement and bond in existence or you must report to us (see **part 2** for who you should report to).

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

Where roads and sewers on a new development are yet to be adopted, this will be acceptable providing there are plans in place for future adoption when the development is completed or where a management company or local residents will be responsible. We do not insist on an agreement or bond and do not require you to hold a retention. However, you should ensure all applicants are aware of and accept their potential liability.

Second hand properties where the development is not yet completed – If the roads or sewers are currently un-adopted the vendor must confirm the current arrangements are working and that there have been no disputes regarding servicing and maintenance of the system, details of any demand for payment and/or costs incurred are shared with the customer(s).

Where roads or sewers are not adopted or managed we can only proceed if:

There are no current disputes, the applicants are aware of their potential liability, appropriate rights of way and enforceable maintenance rights exist and details of any demand for payment and/or costs incurred are shared with the customer(s).

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6.8.2 If there is any such agreement, it should be secured by bond or deposit as required by the appropriate authority to cover the cost of making up the roads and sewers to adoptable standards, maintaining them thereafter and procuring adoption.

6.8.3 If there is an arrangement between the developer and the lender whereby the lender will not require a retention, you must obtain confirmation from the developer that the arrangement is still in force.

6.8.4 Where roads and sewers are not adopted or to be adopted but are maintained by local residents or a management company this is acceptable providing that in your reasonable opinion appropriate arrangements for maintenance repairs and costs are in place.

#### 6.9 Easements

6.9.1 You must take all reasonable steps to check that the property has the benefit of all easements necessary for its full use and enjoyment. All such rights must be enforceable by the borrower and the borrower's successors in title. If they are not check **part 2** for our requirements.

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

[View all answers to this question](#)

6.9.2 If the borrower owns adjoining land over which the borrower requires access to the property or in respect of which services are provided to the property, this land must also be mortgaged to us unless all relevant easements are granted in the title of the land to be mortgaged to us and those rights are and remain enforceable in accordance with section 6.9.1.

#### 6.10 Release of Retentions

6.10.1 If we make a retention from an advance (for example, for repairs, improvements or road works) we are not obliged to release that retention, or any part of it, if the borrower is in breach of any of his obligations under the mortgage, or if a condition attached to the retention has not been met or if the loan has been repaid in full. You should, therefore not give an unqualified undertaking to pay the retention to a third party.

6.10.2 Check **part 2** to see who we will release the retention to.

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

We will release any retentions to the borrower unless otherwise instructed. We do not offer instalment mortgages

Last updated: 12/08/2024

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#### 6.11 Neighbourhood Changes

6.11.1 The local search or the enquiries of the seller's conveyancer should not reveal that the property is in an area scheduled for redevelopment or in any way affected by road proposals. If it is please report to us (see **part 2**).

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

[View all answers to this question](#)

#### 6.12 Rights of Pre-emption and Restriction on Resale

6.12.1 You must ensure that there are no rights of pre-emption, restrictions on resale, options or similar arrangements in existence at completion which will affect our security. If there are, please report this to us (see **part 2**).

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

See 1.11b. We do not lend on properties where there is an overage agreement in place or where such an agreement will be set up on completion.

[View all answers to this question](#)

### 6.13 Improvements and Repair Grants

6.13.1 Where the property is subject to an improvement or repair grant which will not be discharged or waived on completion, check **part 2** to see whether you must report the matter to us.

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

[View all answers to this question](#)

### 6.14 Insurance

6.14.1 You must make reasonable enquiries to satisfy yourself that buildings insurance has been arranged for the property from no later than completion.

You should remind the borrower that they:

- Must have buildings insurance in accordance with the requirements of the mortgage contract no later than completion, and
- Must maintain such buildings insurance throughout the mortgage term.

### 7. Other Occupiers

7.1 Rights or interests of persons who are not a party to the mortgage and who are or will be in occupation of the property may affect our rights under the mortgage, for example as overriding interests.

7.2 If your instructions state the name of a person who is to live at the property, you should ask the borrower before completing the mortgage that the information given by us in our mortgage instructions or mortgage offer about occupants is correct and nobody else is to live at the property.

7.3 Unless we state otherwise (see **part 2**), you must obtain a signed deed or form of consent from all occupants aged 17 or over of whom you are aware who are not a party to the mortgage before completion of the mortgage. If you are acting in accordance with part 3 - Separate Representation Standard Instructions you should refer to [section 7](#) ('Other occupiers') of part 3.

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

A letter of consent is not required for full time students living away from home. A letter of consent will be required for:-

- a) any occupants aged 17 years or over;
- b) anyone who may have a financial interest in the property.

Homes for Ukraine Scheme: a Letter of Consent and Postponement by Deed is not required for any occupant/s who will be resident in the property under this scheme and you are not required to notify us that the customer is or intends to participate as a sponsor in this scheme.

England only: We would recommend that the model agreements are used in accordance with government guidance (see GOV.UK website) but we do not require copies of these agreements.

Customers should be directed to the HSBC web site for the most up to date requirements on the Home for Ukraine Scheme.

[View all answers to this question](#)

7.4 We recognise that in some cases the information given to us or you by a borrower may be incorrect or misleading. If you have any reason to doubt the accuracy of any information disclosed, you should report it to us (see **part 2**) provided the borrower agrees; if the borrower does not agree, you should return our instructions.

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

[View all answers to this question](#)

## 8. Circumstances Requiring Independent Legal Advice

8.1 Unless we otherwise state (see **part 2**), you must not advise:

- any borrower who does not personally benefit from the loan; or
- any guarantor; or
- anyone intending to occupy the property who is to execute a consent to the mortgage and you must arrange for them to seek independent legal advice.

If you are acting in accordance with part 3 - Separate Representation Standard Instructions you should refer to [section 8](#) (Circumstances Requiring Independent Legal Advice) of part 3.

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

Yes, provided that you are satisfied that you do not have any conflict of interest which prevents you advising the third party fully. If this is not the case you must arrange for them to see an independent conveyancer.

We require any borrower who is a legal owner of the property but who will not personally benefit from the loan either at all or equally with the other borrowers to obtain Independent Legal Advice where either the amount or portion of the loan from which they will not benefit exceeds £50,000.

You must strongly recommend to any person intending to execute a Letter of Consent and Postponement by Deed to the mortgage that they obtain Independent Legal Advice.

Last updated: 12/08/2024

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8.2 If we do allow you to advise any of these people, you must only do so after recommending in the absence of any other person interested in the transaction that such person obtains independent legal advice. Any advice that you give any of these people must also be given in the absence of any other person interested in the transaction. You should be particularly careful if the matrimonial home or family home is being charged to secure a business debt. Any consent should be signed by the person concerned. A power of attorney is not acceptable.

## 9. Indemnity Insurance

9.1 You must effect an indemnity insurance policy whenever the Lenders' Handbook identifies that this is an acceptable or required course to us to ensure that the property has a good and marketable title at completion. This paragraph does not relate to mortgage indemnity insurance. The draft policy should not be sent to us unless we ask for it. Check **part 2** to see if the policy must be sent to us after completion.

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

Yes, on completion

Last updated: 12/08/2024

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9.2 Where indemnity insurance is effected:

- you must approve the terms of the policy on our behalf; and
- the limit of indemnity must meet our requirements (see **part 2**); and
- the policy must be effected without cost to us; and
- you must disclose to the insurer all relevant information which you have obtained; and
- the policy must not contain conditions which you know would make it void or prejudice our interests; and
- you must provide a copy of the policy to the borrower and explain to the borrower why the policy was effected and that a further policy may be required if there is further lending against the security of the property; and
- you must explain to the borrower that the borrower will need to comply with any conditions of the policy and that the borrower should notify us of any notice or potential claim in respect of the policy; and
- the policy should always be for our benefit and, if possible, for the benefit of the borrower and any subsequent owner or mortgagee. If the borrower will not be covered by the policy, you must advise the borrower of this.

## 9.2 What limit of indemnity insurance does the lender require?

The value of the insurance must be for at least the full value of the property

Last updated: 12/08/2024

[View all answers to this question](#)

### 10. The Loan and Certificate of Title

10.1 You should not submit your certificate of title unless it is unqualified or we have authorised you in writing to proceed notwithstanding any issues you have raised with us.

10.2 We shall treat the submission by you of the certificate of title as confirmation that the borrower has chosen to proceed with our mortgage offer and as a request for us to release the mortgage advance to you. Check **part 2** to see if the mortgage advance will be paid electronically or by cheque and the minimum number of days notice we require.

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

Electronically

Last updated: 12/08/2024

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

Prerequisites for submission:

You **MUST** ensure that all pre completion queries are resolved prior to submitting the Certificate of Title (CoT) to us, see section 1.11b for Contact Points for queries.

**WARNING:** Any pre completion queries outstanding at time of submission or received after CoT submission, will result in rejection of the CoT. A new CoT will then need to be submitted once all queries are resolved.

**NOTE:** where there is more than one loan on the mortgage offer, only one CoT is required.

Submission:

You **MUST** give us a minimum of 6 working days' notice.

The CoT must be submitted in electronic form using the LMS Conveyancer Zone Portal.

A CoT submitted via any other method or in any other form will not be accepted.

You must specify the completion day in the CoT and also the day on which you would like to receive the mortgage advance (which should either be the working day prior to the completion day or the completion day itself).

The following CoT fields will be prefilled by HSBC UK and if any change is required, you must contact us in advance to request the change and should not submit the eCOT until the changes have been made and the information is correct:

- Borrowers
- Property Address
- Transfer Price (this field can be edited by you but you must notify us of any change before submitting the CoT)
- Mortgage Advance

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10.3 See **part 2** for any standard deductions which may be made from the mortgage advance.



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

Available Funds where a booking fee is being capitalised:

You should check the Mortgage Illustration section of the Mortgage Offer:

- The Amount and currency of the Loan to be granted: £xxx.xx is shown in the 'Main features of the loan' section (section 2 for references starting 400 or section 3 for references starting with B) and the Amount will include any capitalised Booking Fee where applicable.

- Any Booking Fee will be set out in the 'Interest rate and other costs' section (section 3 for references starting with 400 or section 4 for references starting with B) and if the Booking Fee is being capitalised, the text will state that the Booking Fee "will be added to the Loan when the Loan completes".

If the Booking Fee is not being capitalised, it will state: "Booking Fee: £xxx.xx already paid to HSBC UK on application."

When the Booking Fee is capitalised, to calculate the funds available for completion, the Booking Fee must be deducted from the Amount and currency of the Loan to be granted.

Calculation: Mortgage Amount – capitalised Booking Fee \* = Available Funds on completion

\*Note: deduct any Booking Fee which is stated in the 'Interest rates and other costs' section of the Mortgage Illustration as "£xxx to be added to the Loan when the Loan completes".

Funds Transfer Fee:

This will be specified in section "interest rate and other costs".

Any fee for electronic funds transfer will be charged to the customer separately.

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10.4 You are only authorised to release the loan when you hold sufficient funds to complete the purchase of the property and pay all stamp duty land tax and registration fees to perfect the security as a first legal mortgage or, if you do not have them, you accept responsibility to pay them yourself. This does not apply if acting in accordance with [Part 3 - Separate Representation Standard Instructions](#).

10.5 Before releasing the loan when the borrower is purchasing the property you must either hold a properly completed and executed stamp duty land tax form or you must hold an appropriate authority from the borrower allowing you to file the necessary stamp duty land tax return(s) on completion.

10.6 You must ensure that all stamp duty land tax returns are completed and submitted to allow registration of the charge to take place in the priority period afforded by the search.

10.7 You must hold the loan on trust for us until completion. If completion is delayed, you must return it to us when and how we tell you (see **part 2**).

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

The advance must be returned by CHAPS within three working days of receipt. You must not make any deductions. You must quote the mortgage sortcode and account number. Please refer to section 17.1 of our Mortgage Lending Instructions and Guidance Notes (which can be accessed as per 1.11a) for the specific destination sort code and account number the funds will need to be returned to. Please note the destination sort code and account number is dependent on the third and fourth digit of the mortgage sortcode.

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10.8 You should note that although your certificate of title will be addressed to us, we may at some time transfer our interest in the mortgage. In those circumstances, our successors in title to the mortgage and persons deriving title under or through the mortgage will also rely on your certificate.

10.9 If, after you have requested the mortgage advance, completion is delayed you must contact us immediately after you

are aware of the delay and you must inform us of the new date for completion (see **part 2**).

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

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10.10 See **part 2** for details of how long you can hold the mortgage advance before returning it to us. If completion is delayed for longer than that period, you must return the mortgage advance to us. If you do not, we reserve the right to require you to pay interest on the amount of the mortgage advance (see **part 2**).

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

Three working days

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10.11 If the mortgage advance is not returned within the period set out in **part 2**, we will assume that the mortgage has been completed, and we will charge the borrower interest under the mortgage.

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

Interest will be charged from the date of receipt by you until the date of payment or return of the advance to us. The interest rate will be that on the mortgage offer

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11. The Documentation

11.1 The Mortgage

11.1.1 The mortgage incorporates our current mortgage conditions and, where applicable, loan conditions. If the mortgage conditions booklet is supplied to you with your instructions you must give it to the borrower before completion of the mortgage.

11.1.2 You should explain to each borrower (and any other person signing or executing a document) his responsibilities and liabilities under the documents referred to in paragraph 11.1.1 and any documents he is required to sign.

11.2 Signing and Witnessing of Documents

11.2.1 Except where we specify otherwise in our individual instructions, the signature of a document that needs to be witnessed must be witnessed by an independent person. The witness's signature must clearly record the witnessing of the signing of the document by the individual concerned, and the name and address of the witness must appear in legible form. All documents required at completion must be dated with the date of completion of the loan.

12. Instalment Mortgages and Mortgage Advances Released in Instalments

12.1 Introduction

12.1.2 The borrower is expected to pay for as much work as possible from his own resources before applying to us for the first instalment. However, we may, if required, consider advancing a nominal sum on receipt of the certificate of title to enable the mortgage to be completed so long as the legal estate in the property is vested in the borrower.

12.1.3 The borrower is responsible for our valuer's fees for interim valuations as well as the first and final valuations.

12.2 Applications for Part of the Advance

12.2.1 As in the case of a normal mortgage account, funds for instalment mortgages may be sent to you. However, instalments (apart from the first which will be sent to you to enable you to complete the mortgage) can be sent directly to the borrower on request. We may make further payments and advances without reference to you.

12.3 Requests for Intermediate Funds

12.3.1 To allow time for a valuation to be carried out, your request should be sent to us (see **part 2**) at least 10 days before the funds are required.

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

[View all answers to this question](#)

#### 12.4 Building Contract as Security

12.4.1 We will not lend on the security of a building contract unless we tell you to the contrary. As a result the mortgage must not be completed and no part of the advance released until the title to the legal estate in the property has been vested by the borrower.

#### 13. Mortgage Indemnity Insurance or Higher Lending Charge

13.1 You are reminded to tell the borrower that we (and not the borrower) are the insured under any mortgage indemnity or similar form of insurance policy and that the insurer will have a subrogated right to claim against the borrower if it pays us under the policy. Different lenders call the various schemes of this type by different names. They may not involve an insurance policy.

#### 14. After Completion

##### 14.1 Registration

14.1.1 You must register our mortgage as a first legal charge at the Land Registry.

14.1.2 Where the borrower or mortgagor is a company an application to register the charge must be lodged at Companies House within the required time period.

14.1.3 Our mortgage conditions and mortgage deed have been deposited at the Land Registry and it is therefore unnecessary to submit a copy of the mortgage conditions on an application for registration.

14.1.4 Where the loan is to be made in instalments or there is any deferred interest retention or stage release, check **part 2** to see whether you must apply to Land Registry on form CH2 for entry of a notice on the register that we are under an obligation to make further advances. If the mortgage deed states that it secures further advances, and that the lender is under an obligation to make them, there is no need to submit a form CH2 provided the mortgage deed also states that application is made to the Registrar for a note to be entered on the register to that effect and the mortgage deed bears a Land Registry MD reference at its foot.

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

We do not make retentions or offer instalment mortgages

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14.1.5 The application for registration must be received by the Land Registry during the priority period afforded by the subsisting Land Registry or Land Charges search at the time of completion. Please check **part 2** to see if we require the original mortgage deed and/or any other original title documents to be returned to us. You may use any available Land Registry process for registration including electronic registration. You should retain any original documents until you are satisfied that the registration is completed. You are not otherwise required by us to retain any original documents.

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

No.

Please ensure that when submitting the application to register the security, you include the MD reference quoted on the mortgage deed.

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#### 14.2 Title Deeds

14.2.1 All title deeds, official copies of the register (where these are issued by the Land Registry after registration), searches, enquiries, consents, requisitions and documents relating to the property in your possession must be held to our order pending completion of the retainer and you must not create or exercise any lien over them. Check **part 2** for our

requirements on what you should do with these documents following registration. If registration at the Land Registry has not been completed within three months from completion you must advise us in writing with a copy of any correspondence with the Land Registry explaining the delay.

#### 14.2.1 Where should the title deeds and documents be sent?

We do not require the original title deeds and documents

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14.2.2 You must only send us documents we tell you to (see **part 2**). You should obtain the borrower's instructions concerning the retention of documents we tell you not to send us.

#### 14.2.2 Which documents must I send after completion?

A copy of the Register completion Sheet

A copy of the completed Mortgage Deed only where an INDIRECT A2 Mortgage Deed has been taken.

A copy of any Indemnity Policy

A copy of any signed Letters of Consent.

Instructions received from Legal Marketing Services Ltd (LMS): All documents must be added to the LMS Conveyancer Zone

If you did not receive your instruction from LMS, the documents should be sent to the address stated in 1.11

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### 14.3 Your Mortgage File

14.3.1 For evidential purposes you must keep your file for at least six years from the date of the mortgage before destroying it. You should retain on file those documents as specified in these instructions, and/or our individual instructions, and any other documents which a reasonably competent solicitor/conveyancer would keep. Microfiche, data imaging or material held electronically constitutes suitable compliance with this requirement. It is the practice of some fraudsters to demand the conveyancing file on completion in order to destroy evidence that may later be used against them. It is important to retain these documents to protect our interests.

#### 14.3.2 Where you are processing personal data (as defined in the Data Protection Act 1998) on our behalf, you must;

- take such security measures as are required to enable you to comply with obligations equivalent to those imposed on us by the seventh data protection principle in the 1998 Act; and
- process such personal data only in accordance with our instructions. In addition, you must allow us to conduct such reasonable audit of your information security measures as we require to ensure your compliance with your obligations in this paragraph.

14.3.3 Subject to any right of lien or any overriding duty of confidentiality, you should treat documents comprising your file as if they are jointly owned by the borrower and us and you should not part with them without the consent of both parties. You should on request supply certified copies of documents on the file or a certified copy of the microfiche to either the borrower or us, and may make a reasonable charge for copying and certification. This does not apply if acting in accordance with [Part 3 - Separate Representation Standard Instructions](#).

## 15. Legal Costs

15.1 Your charges and disbursements are payable by the borrower and should be collected from the borrower on or before completion. You must not allow non-payment of fees or disbursements to delay the payment of stamp duty land tax, the lodging of any stamp duty land tax return and registration of documents.

## 16. Transactions During the Life of the Mortgage

### 16.1 Request for Title Documents

16.1.1 All requests for title documents should be made in writing and sent to us (see **part 2**). In making such a request you must have the consent of all of the borrowers to apply for the title documents.

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

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## 16.2 Further Advances

16.2.1 Our mortgage secures further advances. Consequently, when a further advance is required for alterations or improvements to the property we will not normally instruct a member of our conveyancing panel but if you are instructed the appropriate provisions of this Handbook will apply.

## 16.3 Transfers of Equity

16.3.1 You must approve the transfer (which should be in the Land Registry's standard form) and, if we require, the deed of covenant on our behalf. Check **part 2** to see if we have standard forms of transfer and deed of covenant.

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

Instruction: Where you are instructed to act on behalf of the Bank on a transfer of equity, you will be notified by email of the instruction by Legal Marketing Services Limited (LMS) and must access the instruction only through the LMS Conveyancer Zone website.

The instruction will be a copy of the mortgage offer addressed to the borrower, you will not normally receive a mortgage offer or copy letter addressed to you and should treat the borrower (s) copy of the mortgage offer as the formal instruction to act on behalf of HSBC UK Bank plc.

Standard Documents: You must use LMS Conveyancer Zone website to access all legal documents required.

Requirements: As the Bank will not send you a separate letter of instruction, if you are unsure as to the changes required, please contact us per 1.11a

You are required to ensure a new mortgage deed is signed for the transfer of equity and to register a new first charge by way of legal mortgage over the property on behalf of HSBC UK Bank plc.

The bank will not agree to a transfer of equity subject to our existing charge and as such, will not be a signatory to the transfer deed. You must not send us a copy of the transfer deed, which should be signed by the transferors and transferees only.

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16.3.2 When drafting or approving a transfer, you should bear in mind that:

- although the transfer should state that it is subject to the mortgage (identified by date and parties), it need give no details of the terms of the mortgage;
- the transfer need not state the amount of the mortgage debt. If it does, the figure should include both principal and interest at the date of completion, which you must check (see **part 2** for where to obtain this);
- there should be no statement that all interest has been paid to date.

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

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16.3.3 You must ensure that every person who will be a borrower after the transfer covenants with us to pay the money secured by the mortgage, except in the case of:

- an original party to the mortgage (unless the mortgage conditions are being varied); or
- a person who has previously covenanted to that effect.

16.3.4 Any such covenant will either be in the transfer or in a separate deed of covenant. In a transfer, the wording of the covenant should be as follows, or as close as circumstances permit: "The new borrower agrees to pay the lender all the money due under the mortgage and will keep to all the terms of the mortgage." If it is in the transfer, you must place a certified copy of the transfer with the deeds (unless we tell you not to in **part 2**).

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

No, as we do not want to be a party to the transfer. A new charge will be taken at all times

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16.3.5 If we have agreed to release a borrower or a guarantor and our standard transfer form (if any) includes no appropriate clause, you must add a simple form of release. The release clause should be as follows, or as close as circumstances permit: "The lender releases ... from [his/her/their] obligations under the mortgage." You should check whether a guarantor who is to be released was a party to the mortgage or to a separate guarantee.

16.3.6 You must obtain the consent of every guarantor of whom you are aware to the release of a borrower or, as the case may be, any other guarantor.

16.3.7 You must only submit the transfer to us for execution if it releases a party. All other parties must execute the transfer before it is sent to us. See **part 2** for where the transfer should be sent for sealing. **Part 2** also gives our approved form of attestation clause.

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

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

This will not be required in transfer of equity cases as a new charge will be taken in all cases

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16.4 Properties to be let after Completion (other than "Buy-to-Let")

16.4.1 If prior to completion of the retainer, the Borrower informs you of an intention to let the property you should advise the borrower that any letting of the property is prohibited without our prior consent. If the borrower wishes to let the property after completion then an application for consent should be made to us by the borrower (see **part 2**).

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

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16.4.2 Check **part 2** to see whether it is necessary to send to us a copy of the proposed tenancy when making the application.

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

No

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16.4.3 If the application for our consent is approved and we instruct you to act for us, you must approve the form of tenancy agreement on our behalf in accordance with our instructions.

16.5 Deeds of Variation etc

16.5.1 If we consent to any proposal for a deed of variation, rectification, easement or option agreement, we will rely on you to approve the documents on our behalf.

16.5.2 Our consent will usually be forthcoming provided that you first of all confirm in writing to us (see **part 2**) that our security will not be adversely affected in any way by entering into the deed. If you are able to provide this confirmation then we will not normally need to see a draft of the deed. If you cannot provide confirmation and we need to consider the matter in detail then an additional administration fee is likely to be charged.

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

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16.5.3 Whether we are a party to the deed or give a separate deed or form of consent is a matter for your discretion. It should be sent to us (see **part 2**) for sealing or signing with a brief explanation of the reason for the document and its effect together with your confirmation that it will not adversely affect our security.

16.5.3a Where should the deed of variation be sent?

See 1.11 for contact details

If the deed is in relation to a lease extension we do not require the deed, we rely on your professional judgement to perfect our security

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16.5.3b Where should the deed of rectification be sent?

See 1.11

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16.5.3c Where should the deed of easement be sent?

See 1.11

Last updated: 12/08/2024

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16.5.3d Where should the option agreements be sent?

See 1.11

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16.6 Deeds of Postponement or Substitution

16.6.1 If we agree to enter into an arrangement with other lenders concerning the order of priority of their mortgages, you will be supplied with our standard form of deed or form of postponement or substitution. We will normally not agree to any amendments to the form. In no cases will we postpone our first charge over the property.

17. Redemption

17.1 Redemption Statement

17.1.1 When requesting a redemption statement (see **part 2**) you should quote the expected repayment date and whether you are acting for the borrower or have the borrower's authority to request the redemption statement in addition to the information mentioned in paragraph 2.1. You should request this at least five working days before the expected

redemption date. You must quote all the borrower's mortgage account or roll numbers of which you are aware when requesting the repayment figure. You must only request a redemption statement if you are acting for the borrower or have the borrower's written authority to request a redemption statement.

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

See 1.11 for contact points.

You must submit a request for a redemption statement via the smart form on <https://www.lms.com/conveyancerzone/Pages/Documents.aspx>

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17.1.2 To guard against fraud please ensure that if payment is made by cheque then the redemption cheque is made payable to us and you quote the mortgage account number or roll number and name of the borrower.

17.2 Discharge

17.2.1 On the day of completion you should send the discharge (if required) and your remittance for the repayment to us (see **part 2**). Check **part 2** to see if we discharge via a DS1 form or direct notification to the Land Registry.

17.2.1a Where do you send the discharge and repayment remittance?

See 1.11

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

We send the discharge direct with the Land Registry

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