

Nationwide Building Society

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Part 1: England and Wales

Last modified: 01/07/2017

Part 2: Nationwide Building Society

Last modified: 08/04/2024



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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.

We will not lend

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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.

Issuing Office

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1.11b Contact point if standard documents are inappropriate.

Issuing Office

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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 that a different fee earner or partner of no less standing acts for us, there is no conflict of interest and Law Society guidelines are followed.

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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 that a different fee earner or partner of no less standing acts for us, there is no conflict of interest and Law Society guidelines are followed.

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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 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?

LIST A

- 1) Signed Employers Photo ID card, provided the employer is known to the conveyancer
- 2) Debit/cheque guarantee card (UK issued) together with original account statement, less than 3 months old.

LIST B

- 1) Inland Revenue Notice of Tax Code (less than 3 months old)
- 2) Residence Permit issued by the Home Office to EU Nationals
- 3) Subcontractors Tax Certificate (must be accompanied by an IR Notice of Assessment)

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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 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?

Whilst an inspection of the property is not arranged in every instance if you receive a copy of a report please utilise this as part of your checks outlined in sections 4.2 and 4.3. Otherwise the checks in section 4.2 and 4.3 should be against the information in the mortgage offer. Please do not request a copy of the valuation report if it has not been provided to you.

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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.

Please check against the information in our offer.

If any of the information is incorrect please refer to the Issuing Office.

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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?

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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:

We will not normally lend where there is a sub-sale or back to back transaction and we will not lend where the contract for sale is to be assigned to a third party. All circumstances where the owner/registered proprietor has owned the property for less than 6 months from purchase should be referred to the issuing office, ensuring that the following details are

provided:

The name and address of the person who sold, or will be selling, the property to the applicant's vendor;
The amount paid for the property by the applicant's vendor;
Details of any connection between the original and the applicant's vendor, or between either vendor and the mortgage applicant;
Details of any work carried out to the property between the two transactions;
When the two transactions took place or will take place.

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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:

We will not normally lend where there is a sub-sale or back to back transaction and we will not lend where the contract for sale is to be assigned to a third party. All 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 the issuing office with full details.

SHARED OWNERSHIP:

For newly built Shared Ownerships, where the transfer to the Housing Association has not yet been completed, we can consider proceeding on an exception basis and require you to:

- Investigate the title yourself and be satisfied that the transfer to the seller is in order and the Land Registry should be able to register the title.
- Check contractual provisions are included to ensure that the seller does all acts and things necessary to procure the registration of the title at their sole cost as soon as possible and to give notification as soon as the registration is completed. The seller should also be required to expedite the application.
- Provide us with proof that the Land Registry has accepted the request to expedite the application, this must clearly identify the subject property. Any requisitions or Notice of Cancellations must be referred to us for consideration, prior to exchange of contracts.
- Ensure a priority search to be obtained to protect our charge which should be subject only to the transfer to the seller.
- Fully explain and gain the borrower's understanding of the risks associated with the delay in registering their ownership, and that will affect their ability to borrow more against the property, and affect their ability sell.

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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?

We do not require environmental or ancillary reports (e.g. flooding, contamination, and energy and infrastructure reports) that you have requested for the borrower, even if adverse information is revealed, provided the borrower is aware and you have advised them that full disclosure must be made to the insurer prior to completion and they must obtain insurance under normal terms.

We also do not need to be made aware that the property is in close proximity to HS2.

EPC: We do not need to be made aware of the EPC rating:

MATTERS THAT MUST BE REPORTED TO US

You must report to us contaminated land issues from the local search which have not been remedied.

RADON GAS:

Area details: If a local search highlights that the property is in a radon gas area, we do not need to be made aware, however the applicants must be advised, and the case can proceed at their own risk.

Property Specific: If a local search reveals that the subject property has been highlighted as having a high radon level, then please refer this to us and we will seek advice from the valuer.

MINING:

Please send us any mining report which shows a mine entry or adit within 20 meters of the property or if there has ever been a subsidence claim. For these cases we will also need an interpretive report and buffer report so please provide all of these reports at the same time.

MUNDIC:

Where the property is situated within any of the following postcodes please follow the below instructions;

PL10, PL11, PL12, PL13, PL14, PL15, PL16, PL17, PL18, PL22, PL23

You must ask the Borrower whether they have a Mundic Report for the property, if yes, you must confirm that this report provides a certification of one of A (regardless of whether A1, A2 etc.). If the certification is A/B this must be referred to the issuing office. B or C's must be declined.

If they do not have a Mundic Report and the property was built prior to 1965, then please refer to the issuing office and await further instructions.

FIRE RISK ASSESSMENT (FRA):

Where the security is situated in a block of flats, you will be required to obtain a copy of the FRA (Fire Risk Assessment). This FRA must still be in date, meaning the review or reinspection date as recommended by the Fire Safety Inspector cannot be in the past. Where the block is required to have an FRA and does not, this is unacceptable to us and must be

declined. Where you obtain an FRA with recommended works, please obtain confirmation of whether they have or have not been completed. Where they have not been completed, please obtain details of the outstanding recommendations, the anticipated timeframes for completing these items and what, if any, costs are to be met by the leaseholder. Then refer back to Issuing Office with this information to allow us to review.

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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 providing the requirements under sections 5.4.7 and 5.4.8 in Part 1 are satisfied. If you intend on using a personal search then please be aware that this will be at your own risk. However, we recommend that any firm carrying out a personal search are registered with a relevant trade association, have an appropriate level of insurance (the policy must cover both the Lender and the borrower) and are members of an industry trade body that abide by the Property Ombudsman scheme.

You must ensure that the borrower is fully aware that a personal search is being carried out and any limitations are explained in full.

If there is a possibility of chancel repair liability:

No liability registered at Land Registry and the property has been transferred for valuable consideration since 13 October 2013 – no indemnity insurance required.

Properties being registered for the first time or first transfer for valuable consideration since 13 October 2013 - indemnity insurance is required to protect us (see paragraph 9 parts 1 and 2 for our requirements).

If there is known chancel repair liability:

We will require indemnity insurance to be in place. If there is no policy and one will not be obtained where there is a known risk, please refer the details to us including details of how many properties are subject to the liability.

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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?

For second-hand purchase transactions, we do not accept search insurance and we require a local search to be completed in all circumstances.

For remortgage and additional borrowing transactions (with the following exception), we do not require a local search to be completed and we do not require search insurance.

Exception – If the additional borrowing is to purchase land over which Nationwide's charge will be registered then a local search is to be completed on the additional land, not forming part of the existing security.

For new build cases, where the local search carried out on the original plot of land has expired, we will accept search insurance to cover any new risks that may have emerged since the local search was carried out. Any risks identified by a current or expired local search should be referred to us.

For cases where there is a problem obtaining a local search, delayed search insurance can be obtained subject to the following:

- you are confident that all local authority consents or an equivalent competent person scheme certificate, obtained from an appropriate registered competent person, have been obtained for alterations/planning permission/building regulations; and
- there are no financial local land charges which will remain against the property on completion; and
- you have advised the borrower in writing of the limitation of any delayed search insurance policy; and
- any issues discovered are reported to the borrower/lender when the searches are obtained and appropriate remediation

action taken.

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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:

Where there have been any subsequent changes to the property and there are no appropriate building and planning consents, and issues will not be resolved on or before completion, please contact the Issuing Office. We will need to confirm with our valuer that the property is structurally sound and still a suitable security (an indemnity policy will not replace the requirement for this check to be carried out).

Where there are planning conditions relating to the inclusion, build and/or development of new/adapted flood defences to protect the site/plots please notify the Issuing Office with details of these conditions, along with confirmation as to whether they have been completed/satisfied to allow referral to the Valuer for this to be taken into consideration. Please note that an Indemnity Insurance will not be acceptable in the case of unsatisfied flood related conditions.

Where the security comprises a new build flat (either recently completed or under construction), the conveyancer should verify whether the block is / has been constructed in accordance with the Building (Amendment) Regulations 2018. If it has been constructed under the preceding regulations this should be referred to the lender (prior to exchange of contracts) for any necessary further investigations regarding the fire safety of the building and its attachments (e.g. balconies). We will then advise if the mortgage can proceed.

FIRE RISK ASSESSMENT (FRA):

Where the security is situated in a block of flats, you will be required to obtain a copy of the FRA (Fire Risk Assessment).

This FRA must still be in date, meaning the review or reinspection date as recommended by the Fire Safety Inspector cannot be in the past. Where the block is required to have an FRA and does not, this is unacceptable to us and must be declined. Where you obtain an FRA with recommended works, please obtain confirmation of whether they have or have not been completed. Where they have not been completed, please obtain details of the outstanding recommendations, the anticipated timeframes for completing these items and what, if any, costs are to be met by the leaseholder. Then refer back to Issuing Office with this information to allow us to review.

Last updated: 08/04/2024

[View all answers to this question](#)

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

No - borrowers to retain

Last updated: 08/04/2024

[View all answers to this question](#)

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

No - borrowers to retain

Last updated: 08/04/2024

[View all answers to this question](#)

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

No - borrowers to retain

Last updated: 08/04/2024

[View all answers to this question](#)

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.

Issuing Office. For Resale Restrictions and Special Scheme restrictions please also ensure the scheme complies with our requirements as documented on our website at nationwide.co.uk/-/media/MainSite/documents/about/media-centre-and-specialist-areas/information-for-lawyers/low-cost-home-ownership-special-schemes.pdf . Please advise us if the restriction does not meet our requirements as the case will not be able to proceed.

Last updated: 08/04/2024

[View all answers to this question](#)

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, where only part of the subject property is affected. There is no requirement to report these flying freeholds to us. No, where the whole of the subject property is affected (100%). We will not require site of the plan.

Last updated: 08/04/2024

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5.7.1b Does the lender lend on freehold flats?

Generally no

Exceptions-

i)see 5.8

ii)coach house flats - where there is one flat in a block built above garages and/or an access way there is no need to report details to us.

If there is an element of flying freehold - the requirements in part 1 paragraphs 5.7.2 must be adhered to.

Insurance - where the purchaser arranges insurance on more than one garage or garages owned/used by other parties, please ensure that the insurance company is aware of the arrangements. iii) for properties in the parish of Hebden Royd see 5.7.1a above.

Last updated: 08/04/2024

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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?

Issuing Office

Last updated: 08/04/2024

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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

Last updated: 08/04/2024

[View all answers to this question](#)

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?

Yes to bullet 1 clause 5.8.5 - see 5.14 for our requirements for leasehold securities generally

Yes to bullet 2 clause 5.8.5 Yes We require the borrowers leasehold interest in the flat they occupy to be charged and we also require a charge over the borrowers freehold interest in the other flat subject to the lease in favour of its occupier.

Last updated: 08/04/2024

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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: 08/04/2024

[View all answers to this question](#)

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.

Issuing Office. Please report all material restrictions that could impact value or use of the property. For Resale Restrictions and Special Schemes please also ensure the scheme complies with our requirements as documented on our website at nationwide.co.uk/-/media/MainSite/documents/about/media-centre-and-specialist-areas/information-for-lawyers/low-cost-home-ownership-special-schemes.pdf . Please advise us if the restriction does not meet our requirements as the case will not be able to proceed.

Last updated: 08/04/2024

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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.

Issuing Office

For example:

If the balance of the purchase price is being paid wholly or in part by anyone other than the borrower, you must advise us of the amount and whether it is to be secured by a second charge and if any conditions are attached to it other than repayment upon sale of property. Please also confirm whether the provider is a family member of our borrower(s).

If all or part of the deposit is coming from a gift, you must ask the borrower(s) who will be providing the gift and what country the gift is being received from. If any of the gift is coming from a foreign country, you must inform us.

We require you to report to us where source of deposit is identified as being a crypto-asset (whether or not converted to fiat currency). Crypto-assets can include “cryptocurrencies” (such as Bitcoin), utility tokens (unregulated Crypto-assets usually issued as part of an ICO/ITO) asset tokens including “stable coins” (asset-backed coins with a value pegged to a physical asset of some kind) and security tokens.

Last updated: 08/04/2024

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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?

- Our minimum unexpired lease term is 55 years, except where lending is over 85% of the purchase price/valuation on a second hand flat, in which case our minimum unexpired term is 90 years.
- There must be at least 30 years remaining at the end of the mortgage term (regardless of the length of lease at the start).

Where the unexpired lease term is different to that recorded on the mortgage offer, the following clarifies if we need to be informed:

Second hand property:

- If the unexpired lease term on the offer is 85 years or more - only advise us if the actual lease term is less than 85 years
- if the unexpired lease term on the offer is less than 85 years – advise us if the actual lease term is different than reported
- For equity share applications - advise us if the actual lease term is different than reported on the offer
- Where lending is over 85% of the purchase price/valuation on a second hand flat and the unexpired lease term on the offer is 90 years or more - only advise us if the actual lease term is less than 90 years.

New build property:

- If the unexpired lease term stated on the offer is 125 years (flat) / 250 years (house) or more - only advise us if the actual lease term is less than 125 years (flat) / 250 years (house)
- For equity share applications - always advise us if the actual lease term is different than reported on the offer

Lease terms such as ground rent and event fees must be reasonable at all times during the term of the lease and adhere to our requirements below. If you're unsure as to whether the terms of a lease are unreasonable or onerous, please refer the

details to us in plain English for Valuer 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 price structure it will be reviewed against. See the guidance below.

SECOND HAND PROPERTIES

Unacceptable - advise Issuing Office (Will be declined):

- Unexpired lease term less than 55 years
- Unexpired lease term less than 90 years where we are lending more than 85% of the purchase price/valuation on a second hand flat
- Less than 30 years remaining at the end of the mortgage term
- Ground Rent greater than 0.5% of the property value
- Ground Rent doubles less than every 20 years (e.g. doubles every 5, 10 or 15 years) - acceptable if doubles every 20 years or more
- Ground Rent is compounded RPI
- Ground Rent review period is less than or equal to 5 years

Refer to Issuing Office (Valuer will consider any impact on valuation figure and marketability):

- Unexpired lease term is 55 to 85 years
- Ground Rent greater than 0.1% and less than or equal to 0.5% of the property value
- Ground Rent escalation is linked to any indices greater than RPI
- Ground Rent escalation is linked to the value of the building*
- Ground Rent review period is greater than 5 and less than 10 years
- Event clauses exist for normal use e.g. changing the carpet, installing a TV aerial, etc
- Estate Rent Charges greater than £500 p/a (please provide details of what the charges cover)
- Service Charges greater than 1% of property value p/a (please provide details of what the charges cover)
- Anything that appears onerous, unusual or out of the ordinary

Acceptable (no requirement to advise Issuing Office):

- Unexpired lease term greater than 85 years (Minimum 90 years where we are lending more than 85% of the purchase price/valuation on a second hand flat)
- Ground Rent less than or equal to 0.1% of the property value
- Ground Rent review period greater than or equal to 10 years
- Ground Rent escalation less than or equal to RPI

NEW BUILD PROPERTIES (includes office conversions)

Unacceptable - advise Issuing Office (Will be declined)

- Unexpired lease term less than 125 years on a new build flat or less than 250 years on a new build house (does not apply to Shared Ownership)
- Any lease which is subject to a Ground Rent (or Annual Rent) being charged which is more than on a peppercorn basis
- Any lease which is subject to a Ground Rent (or Annual Rent) being charged which is more than on a peppercorn basis

Refer to Issuing Office (Valuer will consider any impact on valuation figure and marketability):

- Event clauses exist for normal use e.g. changing the carpet, installing a TV aerial etc
- Estate Rent Charges greater than £500 p/a (please provide details of what the charges cover)
- Service Charges greater than 1% of property value p/a (please provide details of what the charges cover)
- Anything else appears onerous, unusual or out of the ordinary

Acceptable (no requirement to advise Issuing Office):

- Unexpired lease term greater than or equal to 125 years on a new build flat or greater than or equal to 250 years on a new build house
- A lease subject to a peppercorn Ground Rent (Annual Rent) charges

For the avoidance of doubt, any New Build properties completed but not sold pre-30 June 2022 will only be acceptable if the Lease conforms to the above guidance.

- * Where the Ground Rent escalation is linked to the value of the building, please provide the following:
- How is the value of the block/unit currently calculated and if the assessment relates to the block(s), how is the Ground Rent calculated/apportioned per property?
 - The current valuation and Ground Rent for each unit
 - What is the mechanism for future valuations of the block and how is the Ground Rent calculated/apportioned?
 - What is the right of appeal? And is this a documented process within the lease?
 - Who bears the cost of the valuation (and appeal) process?
 - Confirmation the review period is not less than twenty years.

Lease Extensions

We require all Lease Extensions to be completed under the Leasehold Reform Housing and Urban Development Act 1993 and to meet the above criteria as a minimum. Where you become aware that it does not meet these requirements, please refer to Issuing Office.

Last updated: 08/04/2024

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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:

Issuing Office

- Our minimum unexpired lease term is 55 years, except where lending is over 85% of the purchase price/valuation on a second hand flat, in which case our minimum unexpired term is 90 years.
- There must be at least 30 years remaining at the end of the mortgage term (regardless of the length of lease at the start).

Where the unexpired lease term is different to that recorded on the mortgage offer, the following clarifies if we need to be informed:

Second hand property:

- If the unexpired lease term on the offer is 85 years or more - only advise us if the actual lease term is less than 85 years
- if the unexpired lease term on the offer is less than 85 years – advise us if the actual lease term is different than reported
- For equity share applications - advise us if the actual lease term is different than reported on the offer
- Where lending is over 85% of the purchase price/valuation on a second hand flat and the unexpired lease term on the offer is 90 years or more - only advise us if the actual lease term is less than 90 years.

New build property:

- If the unexpired lease term stated on the offer is 125 years (flat) / 250 years (house) or more - only advise us if the actual lease term is less than 125 years (flat) / 250 years (house)
- For equity share applications - always advise us if the actual lease term is different than reported on the offer

Lease terms such as ground rent and event fees must be reasonable at all times during the term of the lease and adhere to our requirements below. If you're unsure as to whether the terms of a lease are unreasonable or onerous, please refer the details to us in plain English for Valuer 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 price structure it will be reviewed against. See the guidance below.

SECOND HAND PROPERTIES

Unacceptable - advise Issuing Office (Will be declined):

- Unexpired lease term less than 55 years
- Unexpired lease term less than 90 years where we are lending more than 85% of the purchase price/valuation on a second hand flat
- Less than 30 years remaining at the end of the mortgage term
- Ground Rent greater than 0.5% of the property value
- Ground Rent doubles less than every 20 years (e.g. doubles every 5, 10 or 15 years) - acceptable if doubles every 20 years or more
- Ground Rent is compounded RPI
- Ground Rent review period is less than or equal to 5 years

Refer to Issuing Office (Valuer will consider any impact on valuation figure and marketability):

- Unexpired lease term is 55 to 85 years
- Ground Rent greater than 0.1% and less than or equal to 0.5% of the property value
- Ground Rent escalation is linked to any indices greater than RPI
- Ground Rent escalation is linked to the value of the building*
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- Event clauses exist for normal use e.g. changing the carpet, installing a TV aerial, etc
- Estate Rent Charges greater than £500 p/a (please provide details of what the charges cover)
- Service Charges greater than 1% of property value p/a (please provide details of what the charges cover)
- Anything that appears onerous, unusual or out of the ordinary

Acceptable (no requirement to advise Issuing Office):

- Unexpired lease term greater than 85 years (Minimum 90 years where we are lending more than 85% of the purchase price/valuation on a second hand flat)
- Ground Rent less than or equal to 0.1% of the property value
- Ground Rent review period greater than or equal to 10 years

- Ground Rent escalation less than or equal to RPI

NEW BUILD PROPERTIES (includes office conversions)

Unacceptable - advise Issuing Office (Will be declined)

- Unexpired lease term less than 125 years on a new build flat or less than 250 years on a new build house (does not apply to Shared Ownership)
- Any lease which is subject to a Ground Rent (or Annual Rent) being charged which is more than on a peppercorn basis
- Any lease which is subject to a Ground Rent (or Annual Rent) being charged which is more than on a peppercorn basis

Refer to Issuing Office (Valuer will consider any impact on valuation figure and marketability):

- Event clauses exist for normal use e.g. changing the carpet, installing a TV aerial etc
- Estate Rent Charges greater than £500 p/a (please provide details of what the charges cover)
- Service Charges greater than 1% of property value p/a (please provide details of what the charges cover)
- Anything else appears onerous, unusual or out of the ordinary

Acceptable (no requirement to advise Issuing Office):

- Unexpired lease term greater than or equal to 125 years on a new build flat or greater than or equal to 250 years on a new build house
- A lease subject to a peppercorn Ground Rent (Annual Rent) charges

For the avoidance of doubt, any New Build properties completed but not sold pre-30 June 2022 will only be acceptable if the Lease conforms to the above guidance.

* Where the Ground Rent escalation is linked to the value of the building, please provide the following:

- How is the value of the block/unit currently calculated and if the assessment relates to the block(s), how is the Ground Rent calculated/apportioned per property?
- The current valuation and Ground Rent for each unit
- What is the mechanism for future valuations of the block and how is the Ground Rent calculated/apportioned?
- What is the right of appeal? And is this a documented process within the lease?
- Who bears the cost of the valuation (and appeal) process?
- Confirmation the review period is not less than twenty years.

Lease Extensions

We require all Lease Extensions to be completed under the Leasehold Reform Housing and Urban Development Act 1993 and to meet the above criteria as a minimum. Where you become aware that it does not meet these requirements, please refer to Issuing Office.

Last updated: 08/04/2024

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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:

Issuing Office. Where you are made aware that the service charge will increase significantly (i.e. by greater than £1000 p/a), please advise us what the new level will be and why.

Where you have been advised that works are planned to the property which our applicant is liable for please provide:

- A full list of works to be undertaken
- An estimated timescale to undertake the work
- The cost of works and the contribution required from our applicant.

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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?

Yes providing the policy covers the specific defect and meets the requirements in paragraph 9 of Part 1.

If the ground rent during the lease term rises to >£250 per annum (or >£1000 per annum in Greater London) this can lead to the potential forfeiture of the lease through the Housing Act 1988. We will accept any of the following solutions to the issue, you do not need to advise us which one has been taken. Receipt of your Certificate of Title will be taken as proof that one of the options has been implemented.

- A deed of variation is required to insert a clause in the lease that the Landlord/Managing agent must inform any lender of the breach and allow appropriate time (not less than 28 days' notice is required) for the lender to remedy the breach before bringing possession proceedings under the Housing Act 1988.

- You may arrange for the landlord/managing agent to enter into a side agreement (below*). Please forward the completed undertaking to the processing office.

- It is acceptable for an indemnity policy to be taken out that protects us as lender, however we require that the indemnity does not place obligations on us to update the insurer. Please insert the policy number on the Certificate of Title. The indemnity policy should meet our usual requirements as set out in the UK Finance Mortgage Lenders Handbook.

If none of the three options above are available, the case cannot proceed, and you should advise us accordingly.

*Side agreement:

“Dear Sir/Madam

Re:

Leaseholder:

Borrower:

Landlord:

Property:

Lease:

Lender:

Mortgage Account No:

Nationwide Building Society has been asked to provide a mortgage for the purchase of the above property and requires your agreement to the undertaking below. This undertaking must be returned to the solicitor named above.

In consideration of the Lender granting the Borrower a mortgage on the property, the Landlord (on behalf of itself and any successors in title) undertakes not to commence any proceedings for obtaining possession of the Property under any of the grounds in Schedule 2 of the Housing Act 1988 without:-

(a) giving the Lender not less than 28 days' notice in writing of their intention to commence proceedings; and

(b) if within such a period of 28 days (or within such other period specified in the notice period, if longer), the Lender indicates in writing to the Landlord that it wishes to remedy such breach, or is going to take such action as may be necessary to resolve the problem complained of by the Landlord, giving the Lender such time as may be reasonable (in view of the nature and extent of the breach/problem) to take such action

Signed.....

Dated.....'

Last updated: 08/04/2024

[View all answers to this question](#)

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 - borrower(s) to retain

Last updated: 08/04/2024

[View all answers to this question](#)

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 - borrower(s) to retain

Last updated: 08/04/2024

[View all answers to this question](#)

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:

Acceptable, with indemnity insurance, where there are no more than 6 flats in the building (no need to contact the Issuing Office) - 7 flats or more unacceptable.

For Leasehold houses with an absentee / insolvent landlord, acceptable with a suitable indemnity insurance policy.

Last updated: 08/04/2024

[View all answers to this question](#)

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

Yes, providing there are no more than 6 flats in the building (no need to contact the Issuing Office)-7 flats or more unacceptable

Last updated: 08/04/2024

[View all answers to this question](#)

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?

Where we have not provided you any information or documentation regarding Building Safety, you can assume that no checks or further information are required. However, should you receive any documents, or the promise of any documents, in answer to questions 8.19 & 8.20 on the LPE1 Form then you are required to refer back to the Issuing Office with sufficient time for review prior to Exchange.

Where we have identified a relevant security, we will provide to you, along with the Offer, all the documentation that we have collected through the application process which may include the following;

- An Executed Leaseholder Deed of Certificate and Landlord Certificate*
- Confirmation of any costs and amounts not covered by the Building Safety Fund or other Scheme (i.e. capped/non-capped charges)
- Confirmation that interim fire safety measures are satisfactory
- One of the following:
 - o Confirmation from the 'scheme provider' that the building will be remediated under a Developer/Government/Freeholder Scheme, or
 - o A Fire Risk Assessment of External Walls report (FRAEW) with executive summary including an indicative rating, or
 - o An EWS1 form, or
 - o A letter stating why none of these are available

*(Where a Landlord Certificate can't be provided, confirmation will be provided that the Responsible/Accountable Person has complied with current legislative requirements and that there are no Fire Safety Issues).

Where 1 or more of the above is missing from the pack – you will be required to obtain this information from either the Sellers Solicitors (in the case of a Purchase App) or direct from the Management Company or Freeholder. And send this onto the Issuing Office when received for review, this must be done with sufficient time to allow for us to review prior to Exchange as any further information may impact our decision to lend.

Please note that no exceptions will be given where information is provided to us at a late stage, thus not allowing us time for further review or questioning, therefore, this must be appropriately factored in when setting expectations with Borrowers and any onward Purchasers.

Last updated: 08/04/2024

[View all answers to this question](#)

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

Where we have not provided you any information or documentation regarding Building Safety, you can assume that no checks or further information are required. However, should you receive any documents, or the promise of any documents, in answer to questions 8.19 & 8.20 on the LPE1 Form then you are required to refer back to the Issuing Office with sufficient time for review prior to Exchange.

Where we have identified a relevant security, we will provide to you, along with the Offer, all the documentation that we have collected through the application process which may include the following;

- An Executed Leaseholder Deed of Certificate and Landlord Certificate*
- Confirmation of any costs and amounts not covered by the Building Safety Fund or other Scheme (i.e. capped/non-capped charges)
- Confirmation that interim fire safety measures are satisfactory
- One of the following:
 - o Confirmation from the 'scheme provider' that the building will be remediated under a Developer/Government/Freeholder Scheme, or
 - o A Fire Risk Assessment of External Walls report (FRAEW) with executive summary including an indicative rating, or
 - o An EWS1 form, or
 - o A letter stating why none of these are available

*(Where a Landlord Certificate can't be provided, confirmation will be provided that the Responsible/Accountable Person has complied with current legislative requirements and that there are no Fire Safety Issues).

Where you receive contrary information or documentation to that which was provided to you with the Offer regarding Building Safety, you are required to report this to us with full details (being mindful of requirements under Part 2.3 of the Handbook), you are required to do this in sufficient time ahead of Exchange to allow us to review as any further information may impact our decision to lend.

In the addition to and with compliment to the above documentation, we require you to comply with the following instructions;

- a. you must check that, to the best of your knowledge, the Leaseholder Certificate and any Landlord Certificate have been appropriately and accurately executed and populated – using primarily the information and evidence provided to support the assertions made in the Certificates, unless otherwise indicated below
- b. you are required to ensure that the information provided in the Leaseholder Certificate is reflective of the lease agreement. Including: the building address, the current leaseholder and the details of the leaseholder (if different to current) as of 14th February 2022
- c. you are required to ensure that the information in Landlord Certificate is reflective of the lease agreement. Including: the building address, any previous (as of 14th February 2022) and current landlord details and the vendors/leaseholders name & address
- d. where the leaseholder (as of the 14th February 2022) has noted in the Leaseholder Certificate that the dwelling was their only or principal home, you must verify this information from the accompanying evidence documents to the Leasehold Certificate and query any discrepancies
- e. where the leaseholder (as of the 14th February 2022) has indicated in the Leaseholder Certificate that they owned no more than 2 dwellings in the UK in addition to the dwelling on which the Leaseholder Certificate relates to, you must satisfy yourself as to the accuracy of this statement
- f. you are required to ensure that you have full details of the last sale of the security prior to 14th February 2022, including date & price even if these are not populated on the Leaseholder Certificate (please note that where this information is not available on HMLR, you will not be required to satisfy this check)
- g. you are required to ensure that the evidence supporting the Landlord Certificate reflects the answers given within the Certificate. Including, but not limited to, the details of the relevant landlord, the group net worth & work undertaken on relevant defects
- h. we will endeavour to provide to you information regarding the remediation scheme, however, where we have not provided to you the following, you will be required to attempt to source this information; (i) confirmation of whether it is being remediated by a developer or a government scheme (or other), (ii) confirmation of the commitment from the

scheme provider i.e. a letter from the scheme provider (which may have already been provided) or certified copy of the Remediation Order, (iii) scheduled timings of remediation works (where this is available). Appropriate notification of this detail should form part of your advice to the Borrower. Please note that were no remediation plan has been confirmed or is in the process of being confirmed, you will not be required to satisfy the document requirements of this check – you are also not required to refer back to us with this detail.

Where at any point, you receive information and/or confirmation that either the leaseholder and/or landlord are determined non-qualifying under the Act you must refer, with full details, to the Issuing Office for review.

Please note that we have an expectation for the Building to remain appropriately insured during the course of the works.

We expect full and comprehensive advice to be given to the Borrower/s regarding their obligations, specifically any financial obligations, under the Building Safety Act 2022 and the impact that this may have on their use and enjoyment of the property – please be mindful of requirements under Part 4.4 of the Handbook. Full details of the advice given, and subsequent confirmation of understanding of the advice by the Borrower/s must be kept with the File.

Please note that no exceptions will be given where information is provided to us at a late stage, thus not allowing us time for further review or questioning, therefore, this must be appropriately factored in when setting expectations with Borrowers and any onward Purchasers.

Last updated: 08/04/2024

[View all answers to this question](#)

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

Both Parts 5.14.17a & 5.14.17b are relevant to Remortgage instructions and should be followed appropriately.

Last updated: 08/04/2024

[View all answers to this question](#)

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:

IMPORTANT ESTATE RENT CHARGES:

Where the charge relates to an historic charge, is not related to services being provided and has not been collected for 12 years or more, then an appropriate indemnity policy should be obtained to protect us.

Where the Charger of the Historic Rent Charge is absent and the Rent has not been collected for less than 12 years, sufficient attempts previously must have been made to locate the Rent Charger. If no contact has been made through these attempts then we will accept an appropriate Indemnity Insurance. For the avoidance of doubt, if details of the Rent Charge Owner are missing in entirety, we will accept an Indemnity Insurance without attempts of contact.

Where a charge has been collected in the last 12 years or relates to the costs of services being provided, it will be acceptable providing that the collector/recipient of the charge must give the property owner and any lender notice of arrears and give them 2 months' notice to remedy the breach. Additionally, if further action is taken regarding non-payment the collector/recipient must notify the lender of such action. If the agreement doesn't include these details a deed of variation is required.

Further, in the event of non-payment the agreement must either:

1. Specifically prohibit the collector/recipient from being able to create a lease over the property, or
 2. If a lease is created the agreement must clearly state that on payment of: all arrears, costs of collecting arrears, all legal costs including court costs and costs of creating and surrendering the lease, then the lease must be surrendered. All costs must be reasonable. The agreement must specifically state no premium can be charged to surrender the lease.
- If the agreement doesn't include these details a deed of variation is required.

Where a deed of variation is required, an indemnity policy is not an acceptable alternative.

The above requirements also apply where residents of the estate are members/shareholders of the management company.

The above requirements will only apply to a statutory rent charge and not where the payment obligation is created by a personal positive covenant/restriction.

Last updated: 08/04/2024

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

No - borrower(s) to retain

Last updated: 08/04/2024

[View all answers to this question](#)

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

No - borrower(s) to retain

Last updated: 08/04/2024

[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 - borrower(s) to retain

Last updated: 08/04/2024

[View all answers to this question](#)

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:

Group Legal Services, DX 83653 Swindon Hawksworth - Fax 01793 652318

Last updated: 08/04/2024

[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?

No

Last updated: 08/04/2024

[View all answers to this question](#)

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

No

Last updated: 08/04/2024

[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:

Our standard requirements are document on our website at nationwide.co.uk/-/media/MainSite/documents/about/media-centre-and-specialist-areas/information-for-lawyers/low-cost-home-ownership-special-schemes.pdf . Please advise us if the restriction does not meet our requirements as the case will not be able to proceed.

Additional enquiries arising should be directed to the Issuing Office.

Last updated: 08/04/2024

[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?

Please arrange for a deed of variation to be entered into on or before completion to ensure the UK Finance minimum requirements are met. If this is not possible advise the applicants and the issuing office the UK Finance minimum requirements cannot be met and the case cannot proceed.

Last updated: 08/04/2024

[View all answers to this question](#)

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?

The minimum UK Finance requirements must be met. For post completion requests, the borrower should be advised to ask the energy provider to correspond with Nationwide, Mortgage Servicing DX12500 using the UK Finance minimum requirements template.

Last updated: 08/04/2024

[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?

Where a green deal loan balance is currently more than £10,000 please provide the issuing office with the following: the balance, monthly payment, term remaining, list of works that were undertaken, copies of any guarantees for the work and a copy of the Energy Performance Certificate.

Last updated: 08/04/2024

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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:

Issuing Office

Last updated: 08/04/2024

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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:

Issuing Office

Last updated: 08/04/2024

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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:

Issuing Office

Last updated: 08/04/2024

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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?

Yes – advise the Issuing Office as follows:

Standard purchase applications:

All financial incentives declared in Section 7 of the UK Finance Disclosure Form (i.e. builders cashbacks, deposit paid and any other financial incentives) should be added together to calculate the total value of financial incentives. Where the total value of financial incentives is less than 5% of the purchase price, don't report to us.

Where it's more than 5%, tell us the total value and specifically state whether it's:

- More than 5% but less than or equal to 15% of the purchase price – the offer is likely to be affected and if so we'll advise you

- More than 15% of the purchase price – the case will be declined.

Equity loan applications (e.g. Help to Buy):

Builder cashback and deposit paid are unacceptable on new build equity loan applications and if declared on the UKF DF please report to us and the case will be declined.

All other financial incentives should be added together to calculate the total value.

- Where the total value is less than 5% of the purchase price (and doesn't include builder cashback or deposit paid), don't report to us.

- Where the total value is more than 5% (or includes builder cashback or deposit paid) – report to us and the case will be declined.

Please also report to us if it becomes apparent the source of deposit is not a family gift and/or from the applicants' own resources.

Non-Financial Incentives:

Only incentives for fixtures and fittings within the property will be considered by Nationwide as non-financial incentives. For example, kitchen upgrades, fitted appliances, flooring, garden landscaping etc. Anything else should be considered as a financial incentive (for example, all vouchers, vehicles, holidays etc).

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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:

Issuing Office

Last updated: 08/04/2024

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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:

We will not lend on any case where there is an existing tenancy 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

Last updated: 08/04/2024

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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:

Issuing Office

Last updated: 08/04/2024

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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:

Issuing Office

Last updated: 08/04/2024

[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: 08/04/2024

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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. Please note we do need to be made aware that the property is subject to an HMO license on remortgage or further advance applications. In these circumstances, please advise us why the license exists.

Last updated: 08/04/2024

[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?

- NHBC
- LABC
- Premier Guarantee
- One Guarantee
- ABC+
- BLP formerly known as Building Life Plan (excluding self builds under construction). These policies are underwritten by Allianz Global but written by BLP.
- Build Assure (New Home Structural Defects Insurance)
- Build-zone
- CADIS
- Checkmate's Castle 10 (where out buildings such as a detached garage are also being constructed an endorsement to include these in cover is required).
- Global Home Warranties (Structural Defects Insurance)
- The Q Policy for Residential Properties
- The Q Policy for Bespoke Properties (detached only)
- Protek
- Advantage
- International Construction Warranties (ICW). (If the property has a flat roof greater than 10sqm an endorsement will be required to include it in the cover).
- Ark Residential New Build Latent Defects Insurance. Where a detached garage/outbuilding has been constructed at the same time as the main building the policy must include an endorsement confirming cover for the detached garage/outbuilding.
- Homeproof (formerly Aedis)
- TMSC
- CRL new build 10 year structural defects insurance policy for residential property:

Nationwide will only accept a CRL new build 10 year structural defects insurance policy in the following circumstances:

- a) The final certificate is dated 04/09/2019 or earlier, and the Underwriter is International General Insurance Company (UK) Ltd (IGI) or CGICE
- b) The final certificate is dated 05/09/2019 or later, and the underwriter is International General Insurance Company (UK) Ltd (IGI) and the final certificate has been signed by Ark Insurance Group Ltd.

Please note Arks final certificates are titled: '10 year Structural Defect Insurance Policy'. For clarity all final certificates signed off by Ark are proof that the warranty is acceptable.

Refer all other warranty schemes to Issuing Office

Last updated: 08/04/2024

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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 - borrowers to retain

Last updated: 08/04/2024

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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?

None - borrowers to retain

Last updated: 08/04/2024

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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. A PCC is only acceptable for newly built homes within:

- a) A development of no more than 10 units
- b) A continuous structure (for example, a row of terrace houses or block of flats) of no more than 4 units within the

structure.

Please note a PCC is also required for newly converted or recently significantly altered or refurbished homes.

Retrospective certificates by a professional who has not supervised the project from the start and inspected the build at regular intervals are not acceptable.

A PCC is not required if the property, conversion or significant alteration/refurbishment is over 5 years old.

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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?

Yes to Issuing Office

Last updated: 08/04/2024

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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:

Newly built properties (and second hand properties where the development is not yet complete) – we do not insist on any such agreement and bond being in place nor on you making a retention providing the roads and sewers are to be adopted eventually or formally managed by local residents or a management company. We do not need to be made aware of such circumstances but you should ensure that should the road/sewers not be immediately adopted, that the applicant/s (and their successors in title) have/will have unrestricted rights of way/access, usage rights and fully enforceable rights of maintenance and that the applicant/s are aware of their potential liability.

Second hand properties – we require the applicant/s (and their successors in title) to have rights of way/access, usage rights and fully enforceable rights of maintenance. There must be no current disputes, the Vendor must confirm any system is currently working and the applicant/s must be aware of their potential liability. Where the road is managed by local residents or a management company, this must be a formal arrangement. Where this is the case, there is no need to advise us.

Please note that we will not accept an Indemnity Insurance in lieu of any of the requirements above.

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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:

Issuing Office.

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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?

Borrower(s)

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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:

Issuing Office. Please provide details of the proposal and time period. It is not necessary to advise us of the property will be impacted by HS2

Last updated: 08/04/2024

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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:

Issuing Office and for Resale Restrictions and Special Schemes please also ensure the scheme complies with our requirements as documented on our website at nationwide.co.uk/-/media/MainSite/documents/about/media-centre-and-specialist-areas/information-for-lawyers/low-cost-home-ownership-special-schemes.pdf . Please advise us if the restriction does not meet our requirements as the case will not be able to proceed.

Overage agreements will only be acceptable if: -

1.They are made subject to our charge. Our charge must have priority over the overage agreement. If the overage agreement is already in place, it must be postponed so that Nationwide's interest ranks in priority.

2.Any restriction wording does not prevent the disposition by a mortgagee.

Any existing overage agreement and/or restriction that does not comply with the foregoing will need to be amended on or before completion.

If the overage agreement relates to developing new units/buildings on the land we do not need to be advised. If the agreement relates to the current building (for example developing it into flats, adding an extension or conservatory, or a loft conversion) please advise us of the terms of the overage in plain English. This material fact will be assessed to ascertain if we wish to amend or withdraw our offer.

Right to Buys: Acceptable if the pre-emption is for the Council to purchase at market value and the Council must complete the purchase within 20 weeks.

Last updated: 08/04/2024

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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:

The case can proceed on normal terms as long as the Council provide written confirmation that repayment isn't required. The case can still proceed if the conditions that the grant monies don't have to be repaid to the Council are as follows:

- The property is used as a dwelling house
- The property is used as a principle residence
- The property is maintained in good order
- The owner of the house, if required to do so by the local authority, must confirm the conditions are being observed

If the amount of the grant is £10,000 or more please refer this to our issuing offer irrespective if the criteria above is met.

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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?

Yes

Mortgage Deed incorporates our consent form see 14.2.1 (Part 2)

Last updated: 08/04/2024

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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:

Issuing Office

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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?

Only those listed in bullet 3 clause 8.1

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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?

No include Insurance Company and Policy No. on Certificate of Title
Borrower to retain policy document

Please note that we do not require an indemnity policy to be taken out when the purchaser has received a cash gift which forms part or all of their deposit.

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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?

Purchase Price (valuation if price is at a discount).

Contact Issuing Office for advice on a remortgage

Last updated: 08/04/2024

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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: 08/04/2024

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

5 working days

Last updated: 08/04/2024

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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?

None

Last updated: 08/04/2024

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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?

If completion is delayed for more than 3 working days (unless we agree to longer), or will not occur at all, you must return the advance by the same method as received. Any interest accrued must be returned by cheque payable to Nationwide Building Society.

Please do not return funds by Faster Payment.

To return by BACS (Standard method of releasing advances) please use the following details:

Sort code – 07 01 16

Account – 00 002 147

To return by CHAPS please use the following details:

Sort code – 07 00 94

Account – 44 444 445

Please ensure to notify the Service Centre processing the mortgage application that the funds have been returned, including in the applicants' name and account number.

If completion is delayed beyond the offer expiry date, we will allow the mortgage to proceed on the original offer terms provided completion takes place within 15 days of the original offer expiry date.

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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?

Issuing Office

If completion is delayed beyond the offer expiry date, we will allow the mortgage to proceed on the original offer terms provided completion takes place within 15 days of the original offer expiry date.

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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?

The advance must be returned within 3 working days of issue (unless we agree to longer). If funds are not returned within

the timescales above it can result in the customer incurring charges and interest on their mortgage account.

Please refer to 10.7 for more information on how to return funds.

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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?

We charge our borrower(s) interest from the same day that the advance is released

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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:

Issuing Office

Persimmon Retention Scheme - Nationwide accept the Persimmon Retention Scheme and Conveyancers do not need to obtain our consent. We are not involved in the retention process and will release 100% of the mortgage funds to the Conveyancer as normal. It is then between Persimmon, the buyer and their Conveyancer (and the warrantee provider where required) to arbitrate.

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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?

No

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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.

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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?

Mortgage Deed to HM Land Registry.

Obtain instruction from borrower(s) concerning retention of other documents

Last updated: 08/04/2024

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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?

None

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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:

www.nationwide.co.uk/lawyers

Last updated: 08/04/2024

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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?

No

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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:

www.nationwide.co.uk/Lawyers If it is a former Portman mortgage then please phone Nationwide Direct on 0800 30 20 11

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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 - to be sent to HM Land Registry.

Last updated: 08/04/2024

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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:

There is no longer a requirement to submit the TR1 to us for sealing. We have agreed with the Land Registry that the Transfer Deed can be sent directly to them after all conditions have been met, however a bankruptcy search should be carried out for all new borrowers and any adverse entries or results must be reported to us before we can complete the Transfer of Equity. For all new borrowers being added to the mortgage, we require a covenant to be included in the TR1 binding the new borrower(s) by all the terms and conditions of the mortgage, as if they had been an original borrower. Please inform us when the transfer has completed so we can update our records.

Last updated: 08/04/2024

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

n/a

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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:

Nationwide Direct (0800 302011) request normally direct to us from borrower by telephone.
If you are aware of the intention to let prior to completion, report to Issuing Office.

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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:

CSC1, CST1,
DX12500 Northampton

For lease extensions our second-hand lease requirements apply – see Second Hand Properties in 5.14.1. Please report to us if the lease extension terms do not meet the criteria as we will not be able to proceed.

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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?

CSC1, CRT2,
DX12500 Northampton

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16.5.3b Where should the deed of rectification be sent?

CSC1, CST1,
DX12500 Northampton

Last updated: 08/04/2024

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16.5.3c Where should the deed of easement be sent?

CSC1, CST1,
DX12500 Northampton

Last updated: 08/04/2024

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16.5.3d Where should the option agreements be sent?

CSC1, CST1,
DX12500 Northampton

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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:

Redemption Statements should be ordered through www.nationwide.co.uk

Lawyers Information - Request for Redemption Statement

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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?

Redemptions CSC1, DX 12500 Moulton Park 4. However, as the discharge is no longer relevant for the majority of cases due to electronic discharges, please send a confirmation letter instead.

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

The majority of cases are now dealt with direct at land registry, with just a few cases requiring a DS1 form when the records have not been updated at the land registry (e.g. some ex-regional brands or ex-Portman accounts).

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