

Please act on our behalf to obtain a first legal mortgage over the property referred to in the mortgage offer.

Your instructions are in accordance with:

- the UK Finance Mortgage Lenders' Handbook for Northern Ireland
- the mortgage offer or any amended offer
- the information below with regard to Part 2 of the UK Finance Mortgage Lenders' Handbook

Please also refer to the documents in accordance with the enclosed checklist.

The figure to be inserted into the "Mortgage Advance" section of the Certificate of Title and Request for Advance is the **gross** figure shown on the mortgage offer before any deductions (e.g. a retention, higher lending charge) are made.

**Note:**

Personal searches or search indemnity policies can be accepted, provided these are supported by an unqualified Certificate of Title. Please ensure that you register an inhibition over the property in accordance with clause 4 of the Society's Mortgage Conditions.

**PART 2 - YORKSHIRE BUILDING SOCIETY (the Society)**

**Date last amended 16th May 2018**

The following are the responses and comments of Yorkshire Building Society to those issues identified in Part 1 of the UK Finance Mortgage Lenders' Handbook for Northern Ireland. This Handbook is available only on the UK Finance website ([www.ukfinance.org.uk/handbook](http://www.ukfinance.org.uk/handbook)). Conveyancers should refer to that Handbook and are reminded to provide, where necessary, their recommendation in accordance with paragraph 2.3 of Part 1.

Paragraph Number	Issue or Query	Lender's Response
1.10a	Contact point for standard documents.	Whoever issued the offer/instructions. This will be apparent from the mortgage offer.
1.10b	Contact point if standard documents are inappropriate.	In the first instance as above. The Society may then ask you to contact Group Legal whose address is Yorkshire Building Society, Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ. We do not accept other lenders' Deeds of Postponement so you must ensure that our own form of Deed of Postponement is used.
1.13	May my firm act if the person dealing with the transaction or a member of his immediate family is the borrower?	Yes, provided that: <ul style="list-style-type: none"> <li>• there is no conflict of interest and none arises during the transaction</li> <li>• the firm is a partnership</li> <li>• the conveyancer acting is not the borrower or a member of the borrower's immediate family</li> </ul>
3.3	What other documents are acceptable for verifying identity?	List A - Full Driving Licence - either photocard version or old style. - Residence Permit issued to EU National on sight of own country passport. - EU member state ID card. - Foreign National ID card (on basis that indefinite leave to remain has been granted.)
4.1.1	Do I get the valuation report?	If we have carried out a physical inspection of the interior of the property there will normally be a valuation report. If the borrower has paid a valuation fee we would normally supply you with a copy.
4.1.1.2	Contact point if assumptions stated by the valuer are incorrect.	Whoever issued the offer/instructions. This will be apparent from the mortgage offer.
4.2a	Contact point if re-inspection required.	As 4.1.1.2.
4.2b	Where should the Certificate of Title be sent?	As 4.1.1.2.
5.1.1	Contact point if the seller has owned the property for less than 6 months.	As 4.1.1.2.
5.3.2a	Contact point if seller is not giving adequate undertaking to comply with outstanding planning permission/building regulation condition.	As 4.1.1.2.
5.3.2b	Does the lender require an original/copy planning permissions?	Yes, to be sent with the deeds after completion

Paragraph Number	Issue or Query	Lender's Response
5.3.2c	Does the lender require an original/copy building regulation consents?	Yes, to be sent with the deeds after completion
5.3.2d	Does the lender require certificates of lawful use or development/established use certificates?	Yes, to be sent with the deeds after completion
5.3.3	Contact point if the property is subject to restrictions which may affect its value or marketability.	As 4.1.1.2.
5.5.1a	Do you lend on flying freeholds?	Yes, provided only part of the property is affected by a flying freehold and you confirm that the title to the property incorporates (or will incorporate prior to completion of the Society's mortgage) satisfactory and enforceable rights of support, shelter and repair together with appropriate rights of entry.
5.5.1b	Do you lend on freehold flats?	No.
5.5.2.1	Contact point if the property comprises a flying freehold/freehold flat.	As 4.1.1.2.
5.5.3	Do you lend in these circumstances?	Yes.
5.5.4.1	Do you lend in these circumstances?	Yes, we require our security to be the leasehold flat to be occupied by the borrower.
5.5.4.2	Do you lend in these circumstances?	Yes, we require our security to include the freehold reversion to the other flat as well as the leasehold flat to be occupied by the borrower.
5.6	Contact point if there is a restriction on use.	As 4.1.1.2.
5.9	Contact point if borrower is not providing balance of purchase price from own funds/proposing to give second charge.	As 4.1.1.2.
5.10.1	What minimum unexpired lease term do you accept?	85 years from the date of completion of the mortgage. Please ensure that you explain the implications of a short term lease to the borrower.
5.10.7	Contact point for matters connected with the lease?	As 4.1.1.2. With regards to ground rent, please note that we have the following additional requirements to those set out in Part 1 of Section 5.10.7 <ul style="list-style-type: none"> <li>The maximum ground rent at the start of the lease term must not exceed £1000 a year.</li> <li>The ground rent must not be capable of being increased during the first 21 years of the lease, and not more frequently than every 21 years during the rest of the lease term.</li> <li>When the ground rent is reviewed, any increase must not exceed the higher of i) 100% of the ground rent payable immediately before the date of the rent review: ii) a figure increased in accordance with the equivalent percentage change in the Index of Retail Prices since the date of the previous rent review.</li> </ul>
5.10.8	Contact point for service charge matters?	As 4.1.1.2.
5.10.9	Do you accept indemnity insurance where the terms of the lease are unsatisfactory?	Yes, provided you are satisfied that such insurance is a solution to the difficulty identified and you can give an unqualified Certificate of Title.
5.10.10	Do you require a clear ground rent/service charge receipt to be sent to you?	No.
5.10.11	Do you require a receipted copy of notice or evidence of service to be sent to you?	Yes, to be sent with the deeds after completion.

Paragraph Number	Issue or Query	Lender's Response
5.10.13a	Contact point if there is an absentee/insolvent landlord.	As 4.1.1.2, but see also next response.
5.10.13b	Do you accept indemnity insurance if the landlord is absent or insolvent?	Yes, provided you are satisfied that such insurance is a solution to the difficulty identified and you can give an unqualified Certificate of Title.
5.11.2a	Contact point if there are apparent problems with the management company.	As 4.1.1.2.
5.11.2b	Do you require a management company share certificate to be sent to you?	No.
5.11.2c	Do you require a signed blank stock transfer form to be sent to you?	No.
5.11.2d	Do you require a management company's memorandum and articles of association to be sent to you?	No.
5.12.2	Contact point if unable to certify search entry does not relate.	As 4.1.1.2.
5.13.3a	Do you require the power of attorney to be sent to you?	No.
5.13.3b	Do you require the statutory declaration on non-revocation of power of attorney to be sent to you?	No.
5.14.1	Does the lender require me to report to them where the lease does not meet the UK Finance minimum requirements for leases of roof space for solar PV panels?	Yes. As 4.1.1.2
5.14.3	Does the lender have additional requirements relating to leases of roof space for solar PV panels, and if so, what are they?	Please ensure that the requisite break clause includes a provision that, where the lender terminates the lease, the cost of removing the solar PV panels and making good any damage caused are expressly the responsibility of the solar PV provider.
6.1.3	Contact point if borrower is not taking up the mortgage offer.	As 4.1.1.2.
6.2	Contact if any discrepancies in property's description.	As 4.1.1.2.
6.3.1a	Contact point for any issues relating to purchase price.	As 4.1.1.2.
6.3.1b	<p>Do I have to report incentives?</p> <p>Note: You must obtain a completed copy of the UK Finance Disclosure of Incentives Form from the conveyancer acting on behalf of the seller of 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.</p> <p>You should only report incentives to the lender as instructed below. 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.</p> <p>This does not override your duty to the lender via the instructions provided elsewhere in the Lenders' Handbook.</p>	<p>Yes. If the purchase price does not reflect the cashback, incentives or discount, then we may have to reconsider the basis of our lending.</p> <p>A completed copy of the UK Finance Disclosure of Incentives Form (the Form) should be obtained where the property is 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 send the Form as soon as possible to whoever issued the offer/instructions even if it does not disclose any incentives.</p> <p>You must not submit your Certificate of Title unless you have previously sent us the Form.</p>
6.3.2	Contact if I will not have control of the purchase price.	As 4.1.1.2.

Paragraph Number	Issue or Query	Lender's Response
6.4	Contact point if vacant possession is not being given.	As 4.1.1.2.
6.5.1	Contact point if property is let/to be let.	As 4.1.1.2. If prior to completion of the mortgage you become aware that the borrower intends to let the property, you must inform us immediately.
6.5.2	Do you require counterpart/certified copy tenancy agreement to be sent to you?	No.
6.6.1	Please provide list of new home warranty schemes acceptable to you.	<ul style="list-style-type: none"> <li>• NHBC</li> <li>• Zurich Municipal provided there is already a warranty in place or the property is on a development which has already commenced. In both cases, Zurich must confirm that it will honour the warranty</li> <li>• Premier Guarantee</li> <li>• LABC New Home Warranty</li> <li>• Building Life Plans (BLP)</li> <li>• Checkmate/Castle 10</li> <li>• Build Zone</li> <li>• HAPM</li> <li>• Build Assure (New Home Structural Defects Insurance)</li> <li>• Global Home Warranties (Structural Defects Insurance)</li> <li>• The Q Policy for Residential Properties</li> <li>• The Q Policy for Bespoke Properties (detached only)</li> <li>• CRL new build 10 year structural defects insurance policy for residential property (NB: where the building was a newbuild and completed between August 2011 and May 2015 there must be no more than 10 units in the building: there is no limit on the number of units in a building that was converted during that time).</li> <li>• Protek</li> <li>• Advantage (Insurer: Elite Insurance Company). There must be no more than 10 units in any complete structure.</li> <li>• Capital Warranties</li> <li>• International Construction Warranties (ICW)</li> <li>• 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.</li> </ul> <p>Any other new home warranty schemes will be considered on their merits and details should be sent to whoever issued the offer/instructions.</p>
6.6.2	What New Home Warranty documentation should be sent to you?	All documentation necessary for us to be able in appropriate circumstances to enforce our security.
6.6.3	Should any assignments of building standards indemnity schemes be sent to us?	Yes, to be sent with the deeds after completion.
6.6.4	Will you accept monitoring by a professional consultant?	Yes, provided any certificate given by a professional consultant meets the requirements of 6.6.4 and the appendix to the Handbook. We do not have our own form of certificate.
6.6.6	Do you require the professional consultant's certificate to be sent to you?	Yes, to be sent with the deeds after completion.
6.7.1	Contact point if no agreement and bond for an unadopted road or sewer?	We do not insist on such agreement and bond being in place at completion nor on you making a retention and so we do not need to be made aware of such circumstances. You, however, should ensure all applicants are aware of their potential liability.
6.8.1	Contact point if necessary easements are absent.	As 4.1.1.2. If the defect in title cannot be rectified by appropriate documentation we will require indemnity insurance to be in place at completion.
6.9.1	Contact point for enquiries on undertakings	As 4.1.1.2.

Paragraph Number	Issue or Query	Lender's Response
6.9.2	Who will you release any retentions (or instalments of the advance) to?	Any retention will be released to the borrower, unless we have written authority from the borrower to release it elsewhere. Instalments of the advance will be released to you.
6.10	Contact point if property is affected by redevelopment and road proposals.	As 4.1.1.2.
6.11	Contact point if pre-emption rights, resale restrictions, options etc. will affect your security.	As 4.1.1.2.
6.12	Contact point if property is affected by improvement/repair grant which will not be discharged.	As 4.1.1.2.
7.3	Do you require a consent to mortgage from all occupants aged 17 or over?	Yes - the consent form is incorporated within the Society's Mortgage Deed (LF 0002 NI)
7.4	Contact point if doubts about accuracy of information disclosed.	As 4.1.1.2.
8	May I also advise any of the specified third parties?	Yes, provided you are satisfied that <ul style="list-style-type: none"> <li>• there is no conflict of interest in giving such advice and</li> <li>• by doing so the document being signed will not be open to challenge</li> </ul>
9	Do you require any indemnity insurance policy to be sent to you?	Yes, to be sent with the deeds after completion.
9.2	What limit of indemnity insurance do you require?	An amount at least equal to the amount of the mortgage advance. Any indemnity insurance policy must protect the borrowers, any successors in title and any mortgagee.
10.2a	Will the mortgage advance be paid electronically or by cheque?	Electronically. Please refer to our CHAPS Payments Service Terms and Conditions below which apply to all payments of advance monies.
10.2b	What is the minimum number of days notice you require?	No final inspection - we must receive your Certificate of Title and Request for Advance (the "Certificate") at least six working days before completion. Final inspection required - an extra five working days should be allowed. The advance monies will be sent to your client account (you must provide details in the Certificate) on the last working day prior to the completion date. Occasional delays in transmitting advance monies can occur as a result of a breakdown in the external CHAPS system. No responsibility can be accepted for losses arising from any such delays.
10.2c	What are the standard deductions made from the mortgage advance?	Please check the mortgage offer to see whether any deductions such as Higher Lending Charge are to be made. Any such deductions will be shown on the mortgage offer which will also show the net amount to be sent to you.
10.3	On a delayed completion, when and how is the advance to be returned?	Return the funds electronically to our bank account within one working day of completion date in Certificate. Details of our bank are:  Bank: National Westminster Bank Plc Branch: City Centre, Bradford Sort Code: 56-00-36 Account No: 78735173  If not returned as above, or you do not quote correctly the borrower's name and account number, interest will be charged.
10.5	Contact point if completion delayed.	As 4.1.1.2.
10.6	How long can I hold the mortgage advance before returning it?	See 10.3.

Paragraph Number	Issue or Query	Lender's Response
10.7	What, if any, interest do you charge if return of the advance is delayed?	Interest will be charged at the rate payable by the borrower under the terms of the mortgage.
12.3	Contact point for release of retentions/mortgage advance instalments.	As 4.1.1.2.
14.2.1	Where should the title deeds and documents be sent?	The Securities Team, Mortgage Service, Yorkshire Building Society, Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ. DX 11798 Bradford
14.2.2	Which documents must I send after completion?	<ul style="list-style-type: none"> <li>• All those set out in our standard deeds schedule.</li> <li>• All those specified in the Handbook and in these responses.</li> <li>• Any other documents specified in the mortgage offer.</li> </ul> All documents are sent to us at your risk. Please note any unnecessary pre-registration deeds should not be sent to us.
16.1	Contact point for requesting deeds	The Securities Team, Mortgage Service, Yorkshire Building Society, Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ. DX 11798 Bradford. You can also request title deeds online - <a href="http://www.ybs.co.uk/legal/lawyers/htm">www.ybs.co.uk/legal/lawyers/htm</a>
16.3.1	Do you have a standard form of transfer/deed of covenant?	Form of transfer - no. Deed of covenant - yes, for use where there is a change in the parties to the mortgage.
16.3.1.2	Contact point for finding out the debt amount.	Customer Contact Centre, Yorkshire Building Society, Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ DX 11798 Bradford. (0345 1 200 872).
16.3.3	Do you require the transfer of equity to be sent to you?	A certified copy of the completed transfer must be sent with the deeds after completion where the transfer includes a covenant by a new borrower or the release of a borrower or guarantor from obligations under the mortgage.
16.3.6a	Contact point for obtaining execution of transfer of equity?	The Technical Team, Mortgage Service, Yorkshire Building Society, Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ. DX 11798 Bradford.
16.3.6b	What form of attestation clause do you use?	"Executed as a deed by affixing the Seal of Yorkshire Building Society in the presence of:  By Authority of the Board of Directors".
16.4.1a	Contact point for application for consent to letting.	The Technical Team, Mortgage Service, Yorkshire Building Society, Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ. DX 11798 Bradford.
16.4.1b	Does a copy of the proposed tenancy need to be sent to you?	Yes.
16.5.2	Contact point for confirming proposed deed or agreement will adversely affect you.	As 16.4.1a It may be necessary for us to refer any proposals contained in the proposed deed/agreement to our valuer.
16.5.3a	Where should the deed of variation be sent for execution?	As 16.4.1a
16.5.3b	Where should the deed of rectification be sent for execution?	As 16.4.1a
16.5.3c	Where should the deed of easement be sent for execution?	As 16.4.1a
17.1.1	Contact point for requesting redemption statement?	Customer Contact Centre, Yorkshire Building Society, Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ DX 11798 Bradford. (0345 1 200 872). You can also request a redemption statement online - <a href="http://www.ybs.co.uk/legal/lawyers/html">www.ybs.co.uk/legal/lawyers/html</a>

Our printed material is available in alternative formats e.g. large print, Braille or audio.  
Please visit us in branch or call us on **0345 1200 100**.

# CHAPS PAYMENTS SERVICE TERMS AND CONDITIONS

## 1. CHAPS Payments Service

- 1.1 This electronic funds transfer service is provided by us via the Bankline product owned by Royal Bank of Scotland Group, and applies to sterling UK CHAPS payments only. It is only available to Yorkshire Building Society's legal advisers acting in relation to a mortgage offer or an additional loan offer. It is available from Monday to Friday. It is not available on Saturdays.
- 1.2 You must ensure that all details given to us on the Certificate of Title and Request for Funds (your "Request") are correct, including your account details and amount. You agree that we act in reliance on the details you provide in your Request.
- 1.3 You must have all necessary authorisations and approvals to receive any payments.
- 1.4 Payment requests will be executed on the day of receipt provided your Request is received prior to 12.00 midday on any working day (except Saturdays). Requests received after 12.00 midday, or on Saturdays, will be processed on the next working day.
- 1.5 You will normally receive funds on the day the payment is processed, but this timescale may be affected by factors outside our control (i.e. the need for further checks or additional information and legal or regulatory action) and transactions times cannot be guaranteed.

## 2. When we cannot accept or cancel a request

- 2.1 We will not be obliged to accept, or may cancel, a Request if:
  - (a) you do not comply with these conditions or any other terms, agreement or arrangement with us;
  - (b) we reasonably believe that fulfilling your Request would breach any law or regulation or statutory duty or would involve us in onerous costs or expenses;
  - (c) you are not on our Conveyancing Panel, or we reasonably believe that action has been taken, or is about to be taken against you or your firm by the Solicitors Regulation Authority or any other regulatory or law enforcement authority;
  - (d) we are hindered or prevented by an event or circumstances outside our control, including the termination of the Bankline service by Royal Bank of Scotland Group;
  - (e) we believe with good reason that the instruction has not been provided by you;
  - (f) the instructions are incorrect, unclear or incomplete.
- 2.2 If we decide not to accept or to cancel any Request we will inform you as soon as possible.

## 3. Cancellation or amendment by you

We are not able to cancel or amend a CHAPS payment once it has been sent. You may ask us to recall, amend or cancel a payment only if we have not executed the Request and only if you change your instructions with enough time to allow us a reasonable opportunity to recall or amend the payment. We will make reasonable efforts to do so but we will not be liable to you if we cannot. If the Request has been executed, we will attempt to contact the beneficiary bank on your behalf. You will have to pay any service charges incurred in reversing, amending or cancelling a transaction, plus our reasonable expenses.

## 4. Our liability to you

- 4.1 We will do everything we reasonably can to rectify any errors or omissions in a Request, but we will not be liable for any loss or damage caused to you or anyone else by them. We will not be liable for failure to fulfil a Request in the circumstances set out in clause 2 above. Nor will we be liable to you or anyone else for any delay in your payment reaching, or its failure to reach you unless this is caused directly by our wilful default or negligence or unless we cannot prove to you that the beneficiary bank received the transfer amount.
- 4.2 Where you tell us that the payment has not reached you, we shall take immediate steps to trace the transaction and let you know the outcome. Where after making reasonable enquiries we are satisfied that the beneficiary bank has not received the payment amount, we shall re-send to you the amount of the failed payment.
- 4.3 We will not accept responsibility for any loss or damage caused by delays, interventions, interruptions or errors or failures in the transmission of the service which are outside our control or unforeseeable. If we do become liable to you, this will not in any circumstances be for any loss of profit, contracts, opportunity, goodwill or any other indirect or consequential loss.

## 5. Compliance with laws and regulations

You are responsible for ensuring that your payment complies with UK laws and regulations. In particular, you confirm that the information given in your Request is accurate and that the payment will not constitute a breach of any Anti-Money Laundering laws and regulations. If any legal or regulatory authorities require us to check details or provide them with additional information about you or the customer, or the reasons for a particular transaction, you agree to use reasonable endeavours to supply all such information promptly. If you cannot do so, we may be unable to fulfil your Request or there may be a delay in doing so. You irrevocably agree that, if required to do so by any applicable law or regulation, we or Royal Bank of Scotland Group may block or hold in suspense any funds, without paying interest, or hand them over to appropriate regulatory authorities.

## 6. General

All the terms and conditions which apply to this service are contained in this document and they cannot be changed or added to by you without our consent in writing. You may not assign your rights and obligations under these terms and conditions to anyone else without our prior written consent. If we decide on a particular occasion not to exercise, or to delay in exercising, any of our rights under these terms and conditions, this will not prevent us from exercising those rights on other occasions. These terms and conditions are subject to English law, and you agree that any disputes arising from them will be decided by the English courts.