Bluestone.
mortgages

General Instructions to Solicitors

(England and Wales) 2020 (version 5)

Bluestone originates and trades mortgage loans. It is essential that any mortgage loan we offer is secured by a fully enforceable and perfected first ranking legal charge over the mortgaged property. In the event our charge is not correctly registered and we incur any cost, expense or loss as a result then we will seek to recover those such costs, expenses and losses from yourselves.

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1 INTRODUCTION

1.1 These general instructions to solicitors (the "**general instructions**") are issued to **you** by **Bluestone** Mortgages Limited ("**Bluestone**") and regulate the relationship between **you** and **Bluestone**.

1.2 These general instructions are not exhaustive and if you need guidance on a matter not covered in these general instructions then you should contact Bluestone. These general instructions are to be read in conjunction with:

(a) the UK Finance Lenders Handbook Part 1 and the UK Finance Lenders Handbook Part 2 (Bluestone Mortgages Limited) (together the "**handbook**") which is available to view on the UK Finance website, www.UK Finance.org.uk; and

(b) any specific instructions **you** may have received from **Bluestone** in relation to the matter that **you** are being instructed on and any special conditions set out in the **offer** or a valuation report sent to **you** in connection with an **offer** (together referred to as the "**specific instructions**").

1.3 In the event of a conflict between the **general instructions** and the **specific instructions**, the **specific instructions** shall prevail.

1.4 In the event of a conflict between the **handbook** and the **general instructions**, the **general instructions** shall prevail.

2 DEFINITIONS AND INTERPRETATION

2.1 Any references to the "**borrower**" in these general instructions are references to each **borrower** defined in the **offer** and **mortgage deed**. References to "**borrower**" shall mean all of the **borrowers** if there is more than one of them.

2.2 Any references to the "**offer**" include any mortgage offer documentation or any other similar document. If **you** are instructed in connection with a further advance then **you** should treat references to "**mortgage**" and "**offer**" as applying to that further advance.

2.3 Where any of the representations, covenants or agreements contained in these **general instructions** are given by more than one person, they are given by those persons jointly and severally.

2.4 Unless otherwise defined in these **general instructions** or if the context requires otherwise, words and expressions used in these **general instructions** have the meanings and constructions ascribed to them in the General Terms and Conditions (England and Wales) 2020 - 3rd Edition which are available on our website at www.bluestone.co.uk/mortgages

2.5 In these general instructions:

(a) "**Bluestone**", "**we**", "**us**" and "**our**" means Bluestone Mortgages Limited (incorporated in England and Wales with company number 02305213 and having its registered office at 3rd Floor, 22 Chancery Lane, London, WC2A 1LS) and any relevant **transferee**;

(b) "**UK Finance**" means the Council of Mortgage Lenders;

(c) "**obligor**" means each **borrower** and any **guarantor**, occupier or other persons who are intended to enter into any mortgage documents in favour of Bluestone;

(d) "**seller**" means the seller of the **property**;

(e) "**solicitor**", "**you**" or "**your**" means the solicitor (or, as the context dictates, firm of solicitors) to which these **general instructions** have been sent; and

(f) "**transaction**" means the mortgage transaction pursuant to which **we** are granting one or more **mortgage loans** to the **borrower** and in respect of which **we** are obtaining **mortgage security**.

3 TERMS OF YOUR APPOINTMENT

3.1 **We** confirm that we appoint **you** to act for **us** in relation to the **transaction**, pursuant to these **general instructions** and any **specific instructions you** have received from **us.**

3.2 In all correspondence with **us**, **you** must quote your firms registration number with the **SRA** or **CLC.**

3.3 **We** expect **you** to comply with the SRA Code of Conduct and any practice notes, guidance and warning cards issued by the **SRA**, the Law Society or the **UK Finance.**

3.4 Nothing in these **general instructions** lessens **your** duties (if any) to the **borrower.**

3.5 **You** agree to keep full records of any action **you** take for **us** in connection with the **transaction. You** will keep **your** complete file (including financial records and ledgers) available for inspection upon request at any time before or after **completion. You** will keep the entire file for a minimum period of 6 years after

completion. You should not part with your file or any documents or correspondence comprising the filewithout **our** consent.

3.6 If **you** process personal data (as defined in the Data Protection Act 1998) on **our** behalf then **you** must takesuch security measures as are required to enable **you** to comply with **your** obligations under the Data Protection Act 1998.

3.7 **You** must inform **us** immediately if **you** become aware whether any instruction we give **you** is not, or doesnot seem to be, compliant with any applicable laws or regulation.

3.8 **We** consider these **general instructions** to be compliant with the requirements of the SRA Code ofConduct but **you** must inform us immediately if **you** consider otherwise.

3.9 **You** acknowledge that the **borrower** is responsible for the payment of **your** fees and reimbursement of any disbursements, costs or expenses **you** may have incurred. In the event **you** fail to obtain such payments from the **borrower we** shall not be responsible for payment. **You** should ensure that **you** holdor will hold on **completion** sufficient funds in **your** client account to enable **you** to pay all fees or disbursements in relation to the **transaction. You** should not allow the non-payment of fees or disbursements to delay the stamping or registration of any documents.

3.10 **You** confirm that **you** are responsible for the correctness, accuracy and completeness of all documentsprovided to **us** in relation to the **transaction.**

3.11 **You** are instructed to pay careful attention to **our** requirements and undertake a full assessment of the **transaction**. **You** should report **your** findings to **us** promptly and diligently.

4 VERIFICATION OF IDENTITY

4.1 **You** must properly check the identity of each **obligor** in accordance with the **handbook.**

4.2 Even if **you** already know one of the **obligors, you** must still carry out full identity and anti-money laundering checks on that **obligor.**

4.3 **We** will not agree to dispense with identity checks as these are fundamental to ensuring that **we** havevalid **security.**

5 REPORTING TO US

5.1 Unless the **offer** says otherwise, the requirements of the **handbook**, these **general instructions** and any **specific instructions** must be satisfied before **we** release any **mortgage loan**. If any of the requirementscannot be satisfied, **you** should report this to **us** as soon as possible, so that we can consider whether to lend.

5.2 These **general instructions** are intended to reduce the need for **you** to refer to **us** for further instructions on the matters outlined within as **we** set out **our** standard approach to those matters and guidance for **you** to follow. These **general instructions** are not exhaustive, and if **you** need **our** instructions on a matternot covered then you should contact **us**. If **you** do need to notify **us** or take **our** instructions on any matter,please ensure **you** do so well in advance of the anticipated date of **completion** and before **you** submit **your certificate of title** to **us.**

5.3 Notwithstanding the above, **you** must immediately report to **us** any information or any documentation that may reasonably be considered relevant to **us** or influence **our** decision to lend. In addition to those matters identified in these **general instructions** as requiring notification, in particular, **you** must notify **us**immediately of the following circumstances:

(a) the value of the **property** appears to have significantly changed since the date of the relevant **mortgage application**, or is not aligned with the market value of other properties of the same (or similar) type, in thesame (or in a similar) area;

(b) it appears that the **borrower** is purchasing the **property** with only a limited title guarantee or in circumstances where the **seller** only holds possessory title to the **property** or is not the sole beneficialowner of the **property**;

(c) any title indemnity policy appears to be defective;

(d) there is evidence to suggest that the **borrower** may be considering creating another security interest overthe **property** which is not contemplated by the **transaction** (and such security interests shall include the creation of a second charge over the **property** in favour of another beneficiary);

(e) the **property** appears to be used (or to be meant to be used) in whole or in part for purposes other thanresidential purposes;

(f) **you** have reason to believe that any declaration or statement in relation to the identity or the number ofthe occupants of the **property** does not seem to be true or accurate;

(g) to the best of **your** knowledge, the **borrower** holds or will, on **completion** of the **transaction**, hold the property as trustee or nominee for a third party;

(h) it appears that **our mortgage loan** will or may be used by the **borrower** for any purpose other than to fund the purchase price of the **property**, to fund repayment of any existing charge secured against the **property** or any purpose referred to in the special conditions set out in the **offer**;

(i) **you** have reason to believe that any part of the purchase money is being gifted, or the **borrower** is entering, or about to enter, into any arrangement to finance the purchase price (in full or in part) of the **property** in addition to **our mortgage loan**;

(j) the **borrower** is entitled to receive any deferment, or contribution from another, of any part of the purchase price, or of sums payable for the mortgage, interest, buildings insurance fees or disbursements relating to the purchase;

(k) the **borrower**, to the best of **your** knowledge, does not appear to be able to timely repay the **mortgage loan;**

(l) there is any kind of collusive behaviour between the **seller** and the **borrower** and/or third party; or

(m) the **seller** is related to or connected with any **obligor.**

(n) to report any other **financial** charges revealed by **searches** and enquiries which will affect the **property** after **completion** (including any right to buy charges)

6 EXPLANATORY DUTIES

6.1 **You** are responsible for ensuring that each **obligor** understands the full nature of the **transaction** and the consequences of that **obligor** entering into the **transaction**.

6.2 Without limiting the generality of the foregoing, certain of the areas **we** would expect **you** to explain to each **obligor** (as relevant to the circumstances) include an explanation of the **conditions**, why the **borrower** is charging the **property** to **us**, why a **guarantee** is being sought by **us** (if advising a **guarantor**) and the responsibilities and liabilities each **obligor** is agreeing to as a result of the **transaction**.

6.3 In particular please ensure that each **obligor** has understood and is aware:

(a) that if the **borrower** fails to keep up with **payments** the mortgaged **property** may be repossessed and, if a **guarantee** has been provided, the **guarantee** may be called;

(b) of any **fees** which may be charged throughout the life of the mortgage loan (including but not limited to any early repayment charges payable) and the fact that **fees** may be varied in accordance with the **conditions**;

(c) that all details provided by any **obligor** (or a broker/intermediary on behalf of an obligor) throughout the **application** process and in the **mortgage application** form are used by **Bluestone** to determine whether or not to offer the **mortgage loan** and must not in any way be incorrect, misleading or false; and

(d) that the valuation report has been prepared by the valuer (not being an agent of the lender) for **Bluestone's** use only, and should not be relied upon by the **borrower**: as a result, neither **Bluestone** nor the valuer are under any liability for negligence or on any basis whatsoever to the **borrower** in respect of the value of the **property** or the condition or state of repair of the **property**. For the above reasons if the **borrower** has any concerns as to the value, condition or state of repair of the **property**, the **borrower** should be advised to obtain a detailed survey of the **property**.

6.4 In the event the valuation report specifies any items which the valuer has highlighted should be brought to the attention of the **borrower, you** agree, where appropriate, to explain those issues to the **borrower**.

7 THE CERTIFICATE OF TITLE

7.1 The **borrower's** title to the **property** must be (i) an absolute freehold or absolute leasehold, or a good leasehold title (in the case of registered land), (ii) a fee simple absolute in possession, or (iii) a term of years absolute (in the case of unregistered land).

7.2 **You** should ensure that, where applicable, the **property** is acquired by the **borrower(s)** with a full title guarantee. In the event that only a limited title guarantee is to be given then you should report this to **us**.

7.3 The **borrower** must:

(a) be the absolute beneficial owner of the **property**;

(b) not purchase the **property** as nominee for another nor hold any part of the **property** on trust for anyone else; and

(c) must not grant any option or other right to buy the **property** to any other party.

In the event **you** are aware that any of the above circumstances are not correct then **you** must report the circumstances to **us** immediately.

7.4 Possessory title is acceptable to **us** if:

(a) the **seller** is (or on **completion** the **borrower** will be) registered at the Land Registry as the registered proprietor of a possessory title. If title has been acquired by adverse possession under the Land Registration Act 2002 then **you** must ensure there are no encumbrances; or

(b) there is satisfactory evidence of adverse possession for a period of at least twelve years (that evidence shall be properly documented by way of statutory declaration).

In the event the circumstances listed above are applicable then **you** must contact **us** for **our** written consent toaccept possessory title.

In all cases where the title has been acquired by adverse possession a suitable defective title indemnity insurancepolicy must be in place and that policy must be in compliance with the requirements of the **handbook**. If **you** arerelying on an existing policy then **you** must ensure that it is in compliance with the requirements of the **handbook** and that there have been no claims on it.

7.5 If the **property** is owned (or to be owned) by more than one legal person, we require that all legal ownersexecute the **mortgage deed** as mortgagors.

7.6 **You** are responsible for ensuring that the address (and description, where applicable) of the **property** asquoted on the **certificate of title** must be the same as the address (and description, where applicable) referred to on: (i) the **offer**, (ii) the **property's** title deed(s) and (iii) the valuation report. **You** undertake topromptly notify **us** of any discrepancy between such documents.

7.7 The whole of the **property** described in the valuation report will be mortgaged to **us**. In the event there isany discrepancy or doubt with the description of the **property** provided in the valuation report **you** will submit a copy of the title plan to **us** to refer to the valuer to confirm that the **property** being charged matches what the valuer has valued.

7.8 **You** undertake to promptly notify **us** if the **seller** (or the **borrower**, in case of a re-mortgage) is not the registered proprietor of the **property**. In such event, **you** will also report details of the name of the registered proprietor and give details of their relationship with the **seller**.

7.9 **You** confirm that **you** are responsible for the correctness, accuracy and completeness of the **certificate oftitle** and acknowledge that any errors or omissions may delay the **mortgage loan** being released. This being clarified, **you** acknowledge that **we** do not check the details of the **property's** title deeds on receiptas we fully rely on **you** to ensure the compliance with these instructions and that there are no errors.

7.10 **You** will send us (by email or fax) a copy of the signed **certificate of title** at least 5 business days before the expected date of **completion.**

7.11 **You** agree to not submit the **certificate of title** unless:
(a) **you** hold all originals of the documents which comprise the **mortgage security** and those documentshave been validly executed by the parties personally (and not by powers of attorney);
(b) title to the **property** is or is to be vested in the **borrower** (or where there is more than one **borrower** in allof their names jointly) immediately prior to **completion;**
(c) **you** have confirmed to **us** in writing that each and any tenancy agreement affecting the **property** is in accordance with **our conditions** and the **offer**;
(d) (where applicable) **you** hold any original deed of consent and that deed of consent has been validlyexecuted by any occupier of the **property** personally (and not by powers of attorney); and
(e) where the **property** is newly built, in addition to the requirements in the **handbook**, the **property** is completed to the satisfaction of **our** valuer.

7.12 The **certificate of title** must be fully completed and it must be signed by a solicitor, licensed conveyancer,legal executive or any other duly authorised representative of **your** firm.

8 OUR SECURITY

8.1 Each **mortgage loan** and the entirety of the **mortgage debt** must be secured by a first legal charge overthe **property**.

8.2 Without **our** prior written consent, no charges or security can be created over the property other than the **mortgage security**.

8.3 In some exceptional cases **we** may accept that a second or subsequent charge can be created over the **property** provided however that (i) any other security created over the **property** shall rank in priority after,and take effect subject to, the enforcement of the **mortgage deed**, and (ii) the relevant parties agree to enter into a mortgage priority deed, pursuant to the **conditions.**

9 TYPES OF ASSETS

9.1 **You** acknowledge that **we** do not accept the following types of real estate assets as **mortgage security**:
(a) grade 1 listed buildings;
(b) self-build properties and/or properties of a non-standard construction;
(c) properties which are subject to agricultural and or other planning restrictions;

(d) properties which have been underpinned;
(e) properties located other than in England or Wales;
(f) properties subject to notice of mineral extraction, or previous mining subsidence and land fill;
(g) properties subject to restrictions relating to the sale or occupancy;
(h) properties being purchased under the Right-to-Buy Scheme;
(i) freehold flats and maisonettes;
(j) properties that are shared-ownership;
(k) properties subject to options or pre-emption rights;
(l) properties with sitting tenants who took up occupation (or were granted a right to occupy) before 16 January 1989 (which would mean the tenant could enjoy protection or benefits under the Rent Act) orsucceeded to the tenancy on the death of a person who was in occupation before 16 January 1989;
(m) properties subject to occupation other than on terms permitted by **us**; or
(n) leasehold properties where the term left to run of the lease following the date of envisaged repayment ofthe mortgage debt is less than 30 years.

9.2 **You** will need **our** prior written confirmation before granting **mortgage security** over the following typesof assets:
(a) properties within 20 metres of a mine entry;
(b) properties subject to chancel repairs/liability (unless a chancel repair indemnity insurance cover is inplace); or
(c) where the local authority search reveals that the property is subject to any environmental issue.

10 BUILDINGS INSURANCE

10.1 **You** must ensure the **buildings insurance** for the **property** is in accordance with the requirements set outin **condition** 3.5 and the **handbook**. In particular **you** must confirm on **your certificate of title** that **our** interest in the **property** is noted on the insurance policy.

10.2 The instructions in paragraph 6.14 of the **handbook** in relation to **buildings insurance** apply save that for a purchase of a property (as opposed to a re-mortgage) insurance must be subsisting as from exchange of contracts (not merely from date of **completion** as set out in paragraph 6.14.1 of the **handbook**).

11 OTHER OCCUPIERS

11.1 Unless the **offer** states otherwise, it is a condition that the **property** is used by the **borrower** for their owndomestic residence and occupation. If **you** have any information which suggests that this might not be the intention of the **borrower, you** must immediately report this to **us.**

11.2 **You** must advise the **borrower** that any letting of the **property** is prohibited unless **we** have provided **our**written consent and **you** must draw the **borrower's** attention specifically to **our** right to increase the **interest rate** payable if there is any letting.

11.3 **You** will make sure that the **seller** and any other previous owner or any member of their respectivefamilies will not remain in occupation of the **property** following **legal completion.**

11.4 **You** will make sure, to the best of **your** knowledge, that where the **borrower** is a company, the **borrower**, its directors, employees, guarantors, shareholders, officers and/or any person related thereto (including butnot limited to their respective spouses, partners, civil partners, parents, grandparents, siblings, children or grandchildren, associated, subsidiary or parent company), do not intend to occupy the **property** at any time.

11.5 **You** are required to double-check with the **borrower** who is or is to be in occupation of the property, and must not release the **mortgage loan** unless any persons aged 17 or over who are (or are to be) in occupation have executed a deed of consent (in **our** prescribed form). **You** must also confirm that the occupier does not have any form of tenancy of the **property**. If **you** have any reason to doubt whether all occupants have been disclosed, then you must immediately notify **us** and not complete without receiving**our** further instructions.

11.6 For **buy-to-let mortgages, you** must notify **us** in writing if the **property** is in a designated area under the Selective Licensing Scheme laid down by Part 3 of the Housing Act 2004 and ensure that the **borrower** has a satisfactory licence in relation to the **property** prior to **completion.**

12 LEASEHOLDS

12.1 If the **property** is a leasehold property, **you** must ensure that:
(a) the right of a mortgagee to assign the **lease** must not be fettered, and where a clause in the **lease** provides that consent to an assignment is required, **Bluestone** must be outside the scope of the clause;

(b) the lessor covenants in the **lease** both that all the residual leases of the building are in common form andthat the covenants of all the lessees will be enforced;

(c) the **lease** does not contain any provision which might result in a substantial increase in ground rent or anyprovision inhibiting the payment of a premium on the assignment of the **lease**;

(d) no **borrower** has granted a **lease** to himself (or if the **borrower** is a company, to its directors, employees, guarantors, shareholders or officers or those of any associated, subsidiary or parent company of the **borrower**) and/or any person related thereto (including but not limited to the respective spouse, partner,civil partner, any relevant parent, grandparent, sibling, children or grandchildren); and

(e) the **borrower** is not acquiring the **property** under (i) the creation and assignment of a leasehold interest, (ii) the grant or assignment of a leasehold interest at the discretion of a party other than the **seller**, nor (iii)a back-to-back or other derivative transaction, unless **you** have promptly notified **us** of any such circumstance, and **we** have agreed to proceed on that basis.

12.2 Prior to the release of **mortgage loan** funds pursuant to section 16 below, **you** must obtain (as applicable):

(a) the last 3 clear ground rent and service account receipts;

(b) the details of any unusual capital expenditure which is anticipated within two years of **completion**; and

(c) if the persons named as **borrower** include both landlord and tenant of the **property**, a written confirmation that whilst there remains a relationship or connection between the landlord and tenant (nomatter how tenuous), following **completion**, we can treat all payments due under the terms of the **lease**(including, but not limited to, ground rent, building's insurance and service charges) as paid.

12.3 If the **borrower**, holding an interest in the freehold title in the **property** (or any superior interest(s)), offers aleasehold in the **property** as **mortgage security** for the repayment of the **mortgage debt, you** must provide **us** with a certificate (as contemplated in the certificate of satisfaction) stating, amongst other things, that the **borrower**, in their capacity as leaseholder, has satisfied all the payment obligations under the relevant **lease**.

13 PRIORITY OF MORTGAGES AND POSTPONEMENT

13.1 There must be no arrangement, without **our** express agreement, for any existing charge to be postponed to the **borrower's mortgage loan**, or to be discharged and then, following **completion** of the **borrower'smortgage loan**, a new charge created in favour of the existing lender. Please inform **us** if you are aware of any such arrangement.

13.2 In case, exceptionally, we agree that an existing charge may be postponed to rank after the **mortgage loan, you** must confirm that the form of the mortgage priority deed is acceptable and protects **our** interest and obtain **our** agreement to the postponement prior to **completion**. If possible **you** should insistthat our standard form mortgage priority deed is used.

14 GUARANTORS

14.1 Each person named as **guarantor** in the **offer** is required to provide a personal **guarantee** (in **our** standard form deed of guarantee) and a certificate confirming that the **guarantor** has received independent legal advice (in **our** standard form of independent legal advice confirmation), both dated thesame date as the **mortgage deed.**

14.2 **We** will not release funds until **we** have received from **you** a certified copy of the deed of guarantee, dulyand validly executed by all **guarantors**, and an independent legal advice confirmation, duly and validly executed by the **guarantor** and the solicitor providing independent legal advice.

15 WITNESSING OF DOCUMENTS

All mortgage documents that need to be witnessed must be witnessed by a person who is 18 or over and who isnot a relative of any **obligor.**

16 RELEASE OF FUNDS

16.1 **We** will need at least 5 **business days'** notice of the date of **completion** (or 10 **business days** if a re-inspection is required). **We** will endeavour to meet the **completion** date provided that such notice isgiven.

16.2 **You** may only release the funds received by **you** to complete the **mortgage loan** if the terms of the **offer**(so far as they concern any legal matters relating to the **property**), the administrative arrangements as toinsurance, these **general instructions** and any specific instructions have been complied with and the matters referred to in the **certificate of title** are correct on **completion**. If this is not the case then **you** must return to us any funds **you** are holding on **our** behalf in connection with the **transaction.**

16.3 **You** must not release funds until **we** have expressly confirmed to **you** in writing that we agree to suchrelease and **our** instructions have been fully complied with.

16.4 Unless otherwise agreed with **us** in writing, **you** have no authority to release the funds received to complete the **mortgage loan** otherwise than to (or at the direction of) the **borrower** or, in the case of return of funds, to **us**. In case of a purchase, unless the **offer** provides otherwise, the whole of the **mortgage loan** must be paid directly to the solicitor of the **seller** as named in the relevant contract of sale.

16.5 Where there is more than one **borrower, you** must have written instructions from each **borrower** as towhere and to whom the **mortgage loan** is to be remitted. If there are any discrepancies between the instructions received **you** must not make any payment unless **you** have received satisfactory joint instructions from all **borrowers.**

16.6 Where the application has a 'cashback ' element, this must be remitted by **you** to the **borrower**. **You** will be responsible for recovering additional costs for this disbursement.

16.7 If the **offer** specifies deductions are to be made from the **mortgage loan** then the amount remitted to **you** will be net of those deductions.

17 COMPLETION COSTS AND FEES

17.1 **We** will not be responsible for any costs or other liability incurred as a result of delayed **completion.**

17.2 **We** reserve the right to charge a reasonable administration fee to cover the costs incurred if **we** do notreceive the **certificate of title** within the required time specified in paragraph 7.10 of these **general instructions.**

17.3 The **mortgage loan** will be remitted to you by CHAPS payment. A transfer fee will be charged to the **borrower** with respect to such payment and the fee will be set out in the **borrower's offer.**

Get in touch if you need this document in Braille, large print or audio tape

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Lines open 9.00am - 5.30pm Monday to Friday. Calls may be recorded.

Bluestone Mortgages Limited is authorised and regulated by the Financial Conduct Authority.
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