



### **Solicitor Instructions**

In accepting the instructions on behalf of the Cynergy Bank you agree to act in accordance with our instructions, General Conditions and any Special Conditions, as set out in our Mortgage Offer. We do not intend our instructions to extend beyond matters covered by the Solicitors Regulation Authority Code of Conduct 2011.

### **Your fees**

Please confirm that you accept these instructions and that your fees will be payable by the customer(s). If you are unable to act for us on this occasion please would you promptly notify the Fulfilment Team [creditdelivery@cynergybank.co.uk](mailto:creditdelivery@cynergybank.co.uk)

### **Standard requirements**

Our instructions are governed by the UK Finance Handbook ("the Handbook"). Part 1 of the Handbook sets out our standard instructions and Part 2 details our specific requirements. The Lenders' Handbook, including our Part 2 requirements, can be viewed online by visiting [www.cml.org.uk](http://www.cml.org.uk) (last updated December 2018).

### **Buildings insurance**

Our requirements regarding insurance of the Property are set out in the General Conditions for Residential Mortgages (December 2018).

Please note that you should not complete the mortgage, and we will not normally release funds, until you have sent us a policy schedule showing that the requisite insurance is in place, or will be in place on completion.

### **Certificate of Title and Completion Date**

Please complete and return our Certificate of Title, but note that its terms must not be altered under any circumstances. Please notify us of any adverse matters or any qualifications to your Certificate of Title in a separate letter accompanying your completed Certificate. Also, where relevant, please report on any adverse matters you discover. This could include where the proposed use differs from the current planning consent. Please confirm the courses of action open to us, together with your recommendation.

The Certificate of Title should set out the contractual completion date. We require your Certificate of Title four working days prior to completion. We can usually transfer funds on time if we receive your Certificate less than four working days before completion, but we cannot guarantee this.

Please note that, for properties built less than 10 years ago, we will not normally release funds until you have sent us a copy of the NHBC certificate or equivalent.

### **Valuation**

You will be sent a copy of the valuation report which you will be expected to review with particular reference to any other obligations to us contained in the Certificate of Title, including without limitation your obligation to report to us about occupiers of the Property who may not be vacating by the time the legal charge is executed.

**Identity checks**

In the event that you do not personally know the signatory of a document you must ask the signatory to provide evidence of identity and check this carefully.

**Legal charge(s)**

When registering our legal charge please submit the original legal charge form and a certified copy to the Land Registry to enable them to return the original to you for onward delivery to us.

**Leases and Lettings**

If the Property is leasehold we need to know whether there are any restrictive clauses in the lease that would affect our security.

If the Property is residential, and the lease is an assured shorthold tenancy, it will be sufficient to state the parties and confirm the lease is in an acceptable format and for a period of six months or more but less than three years. Our prior consent is required before the mortgagor grants any lease or tenancy. If we consent we will need the original lease. Similarly, if the property is subject to existing leases (including any assured shorthold tenancies).

**Ground Rent and Service Charges**

Ground rent and service charges must be reasonable at all times during the lease term. Please ensure that any onerous clauses regarding excessive or unreasonable escalation of ground rent and/or service charge (for example where the ground rent and/or service charge doubles periodically during the lease) are promptly brought to our attention. We will then advise as to whether our mortgage offer remains valid. If you are unsure as to whether the terms of the lease are unreasonable, please refer the details to us.

**If you have any questions please contact:**

Mortgage Fulfilment Department  
Cynergy Bank  
PO BOX 80030  
London  
EC4P 4NG

email: [creditdelivery@cynergybank.co.uk](mailto:creditdelivery@cynergybank.co.uk)