



# Solicitors' Instructions

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You are instructed to act for OneSavings Bank plc (“the Bank”) trading as Kent Reliance in connection with its grant of mortgage facilities. The Bank adheres to the provisions of the UK Finance Mortgage Lender’s Handbook for conveyancers (“the Handbook”) and those provisions form the basis of the contract between the Bank and your firm. These Solicitors’ Instructions apply to anyone acting in a conveyancing transaction on our behalf.

Most of the lending undertaken by the Bank is to assist in the acquisition of properties purchased with the intention that they are then rented out on a commercial basis. It follows that there are certain supplemental requirements that you must comply with. These are set out in this document and (together with the requirements of the Handbook) are accordingly contractual instructions to you.

When accepting these instructions you are confirming to us that the office of the firm carrying out the conveyancing meets the Bank’s minimum conveyancing panel criteria as set out on the Kent Reliance for Intermediaries website [www.kentrelianceforintermediaries.co.uk/conveyancing](http://www.kentrelianceforintermediaries.co.uk/conveyancing). You must not accept the instructions unless the office carrying out the conveyancing meets the minimum panel criteria.

When returning your Certificate of Title you will be taken to be confirming that the ancillary requirements set out in this document have also been complied with.

### 1. Leasehold Properties

In addition to the matters set out in the Handbook, you must ensure that there is no provision that prevents subletting in the form specified as acceptable to the Bank in the mortgage Offer.

### 2. Lending to Limited Companies and Limited Liability Partnerships

In many cases the borrower will be either a limited company or a limited liability partnership (“LLP”). There are therefore additional steps which you **MUST** take especially following completion of the loan.

Our additional requirements in relation to limited companies are set out in Appendix 1; our additional requirements in relation to LLPs are contained in Appendix 2. When submitting your Certificate of Title you will be representing to the Bank that you have complied with the appropriate version of these additional requirements.

In particular, the Bank requires you to ensure that the provisions of the Companies Act 2006 (as amended) are met. Under sections 859A to 859J of that Act **every charge entered into by a limited company or a limited liability partnership MUST be registered at Companies House within 21 days of its creation.**

This is in addition to the requirement for the charge to be registered at HM Land Registry.

For the avoidance of doubt, the Bank instructs you to register its charge:

- a. At Companies House within 21 days of its creation; and
- b. At HM Land Registry within the priority period afforded by your HM Land Registry Search.

**NOTE:** THERE IS NO SCOPE TO EXTEND THE PERIOD OF 21 DAYS AT COMPANIES HOUSE. IF REGISTRATION IS NOT EFFECTED WITHIN THAT TIME THE BANK WILL REQUIRE YOU TO OBTAIN (AT YOUR EXPENSE) A COURT ORDER PERMITTING THE REGISTRAR OF COMPANIES TO REGISTER OUT OF TIME. THE REGISTRAR HAS NO POWER TO EXTEND THE TIME LIMIT NOR WILL THE BANK CONSIDER RE-EXECUTING AND/OR RE-DATING THE ORIGINAL CHARGE AS THIS MAY RESULT IN THE LOSS OF PRIORITY. SHOULD THE BANK INCUR LEGAL AND/OR OTHER COSTS BECAUSE OF YOUR FAILURE TO COMPLY WITH THE 21 DAY TIME LIMIT REFERRED TO IN THIS PARAGRAPH, THE BANK WILL BE ENTITLED TO RECOVER SUCH COSTS FROM YOU.

Wherever possible, registration at Companies House must be undertaken electronically. Exceptionally, a manual registration should be completed by using Form MR01. An example is attached as Appendix 3 (for limited companies) and Appendix 4 (for LLPs) to assist you.

### 3. Post Completion requirements

As set out in Part 2 to the Handbook, the Bank does not require you to send to it original documentation. Following completion you should send, in an electronic format, the following documentation:

- A copy of the legal charge as executed by the borrowers;
- Evidence that registration at Companies House (where appropriate) has been completed within the time permitted by legislation;
- Evidence that the charge has been registered at HM Land Registry;
- NHBC documentation/guarantee or appropriate alternative where applicable;
- Any guarantees given by third parties including guarantees to secure performance with the terms of the loan;
- Notice of assignment/charge served on any landlord where the security comprises leasehold property;
- Landlord’s Undertaking where the security comprises leasehold/shared ownership;
- Title Indemnity Insurance where applicable;
- Consent and Undertaking forms of any occupiers;
- Lease/sublease together with receipted freeholder’s notice and share certificate in borrower’s name where appropriate;
- Any documentation that is specifically required in any special conditions referred to in the mortgage Offer.

The documentation should be sent, within 28 days of completion, by e-mail to: **generaldespatcher@krbs.com**

#### 4. Data Protection

“Data Protection Law” means all applicable laws relating to data protection, the processing of personal data and privacy, including the General Data Protection Regulation (EU) 2016/679, and any legislation that, in respect of the United Kingdom, replaces or converts into domestic law the General Data Protection Regulation (EU) 2016/679 or any other law relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union.

The terms “Controller” and “Personal Data” shall have the meanings set out in the GDPR.

“Shared Personal Data” shall mean the personal data to be shared between the parties under this agreement, being the personal data of data subjects who are borrowers or third parties for the purposes of conveyancing work.

“Permitted Recipients” shall mean the parties to this agreement, the employees of each party and any third parties engaged to perform obligations in connection with this agreement.

- 4.1 This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the conveyancing work.
- 4.2 Each party shall comply with all the obligations imposed on a controller under Data Protection Law
- 4.3 Each party shall:
- a. take reasonable steps to ensure that Shared Personal Data is accurate and up to date and ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the conveyancing work;
  - b. give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
  - c. process the Shared Personal Data only for the conveyancing work;
  - d. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
  - e. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
  - f. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

- g. not transfer any personal data outside the EEA without appropriate safeguards pursuant to Data Protection Law.

- 4.4 Each party shall assist the other in complying with all applicable requirements of Data Protection Law. In particular, each party shall:
- a. provide the other party with reasonable assistance in complying with any data subject access request;
  - b. assist the other party in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
  - c. provide the other party with contact details upon request of at least one employee as point of contact for all issues arising out of Data Protection Law, including the procedures to be followed in the event of a data security breach, and the review of the parties’ compliance with Data Protection Law.

#### 5. General

You are reminded that the Bank instructs you as a client. Accordingly, you owe it a duty of care to ensure that the terms of the retainer are complied with and that you discharge your general duties in a timely and professional manner.

## Appendix 1

### Limited Company borrowers

**The following instructions apply where the borrower is a Limited Company:**

1. You must review and hold on file the memorandum and articles of association of the borrower company. In particular you must identify the relevant clause(s) to confirm that the company is allowed to grant security and can acquire and hold assets. If the company is not able to do these things, you must inform the Bank and await further instructions before contracts are exchanged.
2. You must immediately prior to completion carry out a search of the Central Registry of Winding-up Petitions at the Companies Court and verify that the security provider is not:
  - a. subject to a winding-up petition;
  - b. in administration;
  - c. the subject of an application for an administration order; or
  - d. the subject of a notice of intention to appoint an administrator that has been filed at court.

Should any of the above apply you must immediately inform the Bank and must not complete the mortgage until you have received further instructions.
3. You must verify the capacity of the company and named individuals/directors to enter into the mortgage. If you are unable to verify this, you must inform the Bank and await further instructions before contracts are exchanged.

4. You must obtain a copy of the minutes of the board meeting or board resolution that approves the acceptance by the borrower company of the terms and conditions of the Offer of Advance, the execution and delivery of the Mortgage Deed and the performance of the terms and conditions of the Offer of Advance and of the Mortgage Deed. This must be certified by you as a true copy of the original. If you are not able to obtain this, you must inform the Bank and await further instructions before contracts are exchanged.
5. You must verify how the company is required to execute deeds and other documents, and hold evidence on file that the signing of all documents, in particular but not limited to execution of the Mortgage Deed, is valid and binding on the company.
6. You must ensure that any directors signing personal guarantees have obtained independent legal advice. The guarantor must sign the guarantee deed and have his/her signature witnessed by an independent solicitor who must certify that the content and implications of the guarantee have been explained to the guarantor.
7. You must verify that the respective companies are not linked. If you are not able to confirm this, you must inform the Bank and await further instructions before contracts are exchanged.
8. You must verify that the borrower is not an offshore company. If you are not able to confirm this, you must inform the Bank and await further instructions before contracts are exchanged.
9. You must obtain copies of two of the borrower company's directors' proof of identification and residential address. These documents must be certified by you as true copies of the originals.
10. You must conduct a search of the borrower company at Companies House on the proposed day of completion and must immediately notify the Bank and delay completion of any changes that have been made to the group structure, shareholders and directors of the company since the mortgage offer was made. The Bank may postpone completion and may require formal evidence and additional information on the changes if it considers they are likely to affect the mortgage, loan and/or security.

## Appendix 2

### Limited Liability Partnership (LLP)

1. You must review and hold on file the LLP Agreement of the borrower LLP. In particular you must identify the relevant clause(s) to confirm that the LLP is allowed to grant security and can acquire and hold assets. If the LLP is not able to do these things, you must inform the Bank and await further instructions before contracts are exchanged.
2. You must immediately prior to completion carry out a search of the Central Registry of Winding-up Petitions at the Companies Court and verify that the security provider is not:
  - a. subject to a winding-up petition;
  - b. in administration;
  - c. the subject of an application for an administration order; or
  - d. the subject of a notice of intention to appoint an administrator that has been filed at court.

Should any of the above apply you must immediately inform the Bank and must not complete the mortgage until you have received further instructions.
3. You must verify the capacity of the LLP and its named members to enter into the mortgage. If you are unable to verify this, you must inform the Bank and await further instructions before contracts are exchanged.
4. You must obtain a copy of the LLP Agreement between the members that contains a provision regarding decision making that allows the members to approve the acceptance of the terms and conditions of the Offer of Advance and the execution and delivery of the Mortgage Deed and the performance of the terms and conditions of the Offer of Advance and of the Mortgage Deed. You must also obtain a copy of the minutes of the members' meeting or resolution that approves:
  - a. the acceptance by the borrower LLP of the terms and conditions of the Offer of Advance;
  - b. the execution and delivery of the Mortgage Deed; and
  - c. performance of the terms and conditions of the Offer of Advance and of the Mortgage Deed.

Any approvals must be certified by you as a true copy of the original. If you are not able to obtain this, you must inform the Bank and await further instructions before contracts are exchanged.
5. You must verify how the LLP is required to execute deeds and other documents, and hold evidence on file that the signing of all documents, in particular but not limited to execution of the Mortgage Deed, is valid and binding on the LLP.
6. You must ensure that any members signing personal guarantees have obtained independent legal advice. The guarantor must sign the guarantee deed and have his/her signature witnessed by an independent solicitor who must certify that the content and implications of the guarantee have been explained to the guarantor.
7. You must verify the LLP is not an offshore company. If you are not able to confirm this, you must inform the Bank and await further instructions before contracts are exchanged.
8. You must obtain copies of two of the borrower LLP's members' proof of identification and residential address, including those of the designated member(s). These documents must be certified by you as true copies of the originals.
9. You must conduct a search of the borrower LLP at Companies House on the proposed day of completion and must immediately notify the Bank and delay completion if any changes have been made to the group structure or members of the LLP since the Offer of Advance was made. The Bank may postpone completion and may require formal evidence and additional information on the changes if it considers they are likely to affect the mortgage, loan and/or security.

# Appendix 3

## For Companies:

Form MR01 instructions to conveyancers for the registration of charges for OneSavings Bank plc

- 1. Wherever possible Form MR01 should be filed online via electronic filing at Companies House. See below for how to populate the form online.**
- If you are unable to file online, the guidance below details how to complete the paper form which is valid for Form MR01 06/16 version 2.1

Company	Mortgagor
<b>1. Company Details</b>	<b>Insert:</b> Company number and Company name
<b>2. Charge creation date</b>	<b>Insert:</b> DAY / MONTH / YEAR (note this corresponds to the date of the advance)
<b>3. Names of persons, security agents or trustees entitled to the charge</b>	<b>Insert:</b> OneSavings Bank plc
<b>4. Brief Description</b> Please give a short description of any land, ships, aircraft or intellectual property subject to this fixed charge or fixed security.	<b>Insert:</b> Property details <b>Insert:</b> Insert Title number (if more than one property is being charged insert the following after above: 'and other properties listed in the schedule to the charge')
<b>5. Other charge or fixed security</b> Does the deed include a fixed charge or fixed security over any property not listed above? (Do not include land, ships, aircraft or intellectual property.)	<b>Yes,</b> the deed does contain a fixed charge over any other property or undertaking
<b>6. Floating charge</b>	<b>No,</b> there is no floating charge
<b>7. Negative pledge</b> Does the charge prohibit or restrict the creation of another charge or vary the ranking of the charge in any way?	<b>Yes,</b> the charge prohibits or restricts the creation of another charge
<b>8. Trustee statement</b> Is the company acting as a trustee for the property?	<b>No,</b> the company is not acting as a trustee for the property

**You must include the certificate of registration at Companies House when presenting the legal charge for registration at HM Land Registry.**

**You must file the current version of the Mortgage Terms and Conditions with the Mortgage Deed when registering at Companies House and/or HM Land Registry.**

# Appendix 4

## For LLPs:

Form LL MR01 instructions to conveyancers for the registration of charges for OneSavings Bank plc

- 1. Wherever possible Form LL MR01 should be filed online via electronic filing at Companies House. See below for how to populate the form online.**
- If you are unable to file online, the guidance below details how to complete the paper form which is valid for Form LL MR01 06/16 version 2.1

LLP acting as	Mortgagor
<b>1. LLP Details</b>	<b>Insert:</b> LLP number and LLP name
<b>2. Charge creation date</b>	<b>Insert:</b> DAY / MONTH / YEAR (note this corresponds to the date of the advance)
<b>3. Names of persons, security agents or trustees entitled to the charge</b>	<b>Insert:</b> OneSavings Bank plc
<b>4. Brief Description</b> Please give a short description of any land, ships, aircraft or intellectual property subject to this fixed charge or fixed security	<b>Insert:</b> Property details <b>Insert:</b> Insert Title number (if more than one property is being charged insert the following after above: 'and other properties listed in the schedule to the charge')
<b>5. Other charge or fixed security</b> Does the deed include a fixed charge or fixed security over any property not listed above? (Do not include land, ships, aircraft or intellectual property.)	<b>Yes,</b> the deed does contain a fixed charge over any other property or undertaking
<b>6. Floating charge</b>	<b>No,</b> there is no floating charge
<b>7. Negative pledge</b> Does the charge prohibit or restrict the creation of another charge or vary the ranking of the charge in any way?	<b>Yes,</b> the charge prohibits or restricts the creation of another charge
<b>8. Trustee statement</b> Is the company acting as a trustee for the property?	<b>No,</b> the company is not acting as a trustee for the property

**You must include the certificate of registration at Companies House when presenting the legal charge for registration at HM Land Registry.**

**You must file the current version of the Mortgage Terms and Conditions with the Mortgage Deed when registering at Companies House and/or HM Land Registry.**



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