

Tesco Bank Certificate of Title (Scotland)

To

Tesco Bank Mortgage Operations
PO Box 353
DARLINGTON
DL1 9QR

Tesco Bank is a trading name of Tesco Personal Finance plc, a public limited company registered under the Companies Acts (Registered Number SC173199) and having its Registered Office at 2 South Gyle Crescent, Edinburgh EH12 9FQ. In this Certificate of Title, the term 'Lender' means Tesco Personal Finance plc and includes, where the context so admits, its successors in title, assignees and any party to whom the mortgage detailed below is transferred.

This Certificate of Title is for a House Purchase Remortgage
(Please indicate confirmation with a tick (✓), if appropriate)

Please complete the required fields within the pdf or print and complete in block capitals

By signing this document we the Solicitors/Independent Qualified Conveyancers named above acknowledge that we are aware that the Lender is relying on this Certificate of Title and that we owe the Lender a duty of care in this respect.

Date of instruction: _____ / _____ / _____

Mortgage Reference Number: _____

Borrower(s) full name(s): _____

(the 'Borrower')

Property address:
(as shown in Standard Security – please explain any discrepancy with the address as shown in the Mortgage Offer)

(the 'Property')

Title Number (if first registration please state): _____

Mortgage Advance:
(when completing this field, please refer to Guidance Note 1 at the foot of this document) £ _____

Property Purchase price (as per Disposition): £ _____

Completion Date:
(when completing this field, please refer to Guidance Note 2 at the foot of this document) _____ / _____ / _____

(the 'Completion Date')

Confirmation that Buildings Insurance for the property is in place which complies with the relevant General Mortgage Conditions:

(Please indicate confirmation with a tick (✓), if appropriate)

Please provide the following information in relation to the Vendor's Solicitor

Contact Name and/or Reference:

Name of Firm:

Full Address:

Telephone Number:

We certify to the Lender that:

1. We have read and complied in full with the Lender's instructions to us.
2. We have complied in full with the instructions and guidance contained in (a) Part I of the UK Finance (Formerly CML) Lenders' Handbook for Scotland and (b) the UK Finance Mortgage Lenders' Handbook for Scotland Part II requirements.
3. All conditions set out in the Lender's Mortgage Offer to the Borrower (as amended where applicable) have been or will be complied with prior to the mortgage advance being made to us.
4. Any assumptions made by the valuer (as detailed in the Valuation Report provided to us) as regards the title and/or extent of the Property are correct.
5. The Standard Security in the Lender's standard form has been (or will be prior to completion) validly executed by the Borrower. The Standard Security will at settlement constitute a first ranking security over the Property in favour of the Lender.
6. Without prejudice to the foregoing generality, we have investigated title to the Property in accordance with the Lender's instructions, made all necessary enquiries and searches and confirm that the Borrower has or will have at settlement good and marketable title to the Property free of defect. The title will constitute good security for mortgage purposes.
7. The purchase price set out above is the actual price payable by the Borrower after deduction of all discounts or cash incentives.
8. The requirements of the Matrimonial Homes (Family Protection) Scotland Act 1981 (as amended from time to time) and the Civil Partnerships Act 2004 (as amended from time to time) have been complied with. In this regard, any consenter has been advised by us in writing to take independent Legal advice before giving consent.
9. We have advised the Borrower that the Standard Security to be granted covers obligations under further facilities that may arise in the future. Where the interests of joint Borrowers might conflict, such advice has been given separately and independently. Having received this advice, we believe that each Borrower understands the nature of the security to be granted.

We additionally undertake:

1. To forward the Borrower's title deeds including the Land Register Charge Certificate incorporating the Lender's Standard Security (or, where relevant, the recorded Standard Security) to the Lender as soon as available. In the meantime the title deeds and ancillary documentation as required in terms of the UK Finance Lenders' Handbook for Scotland Part II requirements will be held by us strictly to the Lender's order.
2. Pending settlement, to hold the mortgage loan funds strictly to the order of the Lender and, in the event that settlement does not take place on the proposed settlement date (as detailed above), to return the funds to the Lender in accordance with the instructions detailed in the UK Finance Lenders' Handbook for Scotland Part II requirements.

Signature:

**(on behalf of Solicitors/
Independent Qualified Conveyancers)**

Name of Conveyancing Firm:

Full Address:

Name of Authorised Signatory:

Qualification of Authorised Signatory:

Date of Signing:

/ /

Solicitors'/Independent Qualified Conveyancers' Reference:

Solicitors'/Independent Qualified
Qualified Conveyancers' Bank Details

Bank Name:

Sort Code:

Bank Account Name:

Bank Account Number:

Guidance Notes

1. Mortgage Advance

If the Borrower has opted to add the Product Fee to their Loan Amount, the Mortgage Advance will be the Loan Amount less the Product Fee, if applicable.

Section 3 of the Mortgage Offer enclosed in your instructions (See '**Amount on which this offer is based**') will detail if the Borrower chose to add the Product Fee to their Loan Amount and Section 8 of the Mortgage Offer sets out the Product Fee which you should deduct in this situation.

Please ensure when instructing transfer of the Mortgage Advance that you do not deduct or allow to be deducted any bank transfer fees (for example any CHAPS fee).

2. Completion Date

Tesco Personal Finance plc (trading as Tesco Bank) endeavour to release funds the day before the Completion Date (as stated on page 2). Please enter the actual completion date in the appropriate section within the table above otherwise we will ask you to send in another Certificate of Title.

Please submit this Certificate of Title, fully completed, either typed or in block capitals, along with the signed Mortgage Offer at least five working days prior to the Completion Date.

Please submit this Certificate of Title along with the Mortgage Offer (as outlined above) to:

Tesco Bank Mortgage Operations
PO Box 353
DARLINGTON
DL1 9QR

Alternatively you may fax your completed documentation to 0345 055 0608. We do not require you to send us the original documentation in these circumstances. Please ensure both sides are included if submitting by fax.