

## CERTIFICATE OF TITLE (SCOTLAND)

<b>To:</b>	<b>Vida Bank Limited trading as Vida Homeloans</b>		
Lender Account No:			
Borrower(s) full name(s): (NB: incl middle name(s))			
Mortgagor(s) full name(s): (NB: incl middle name(s))			
Security Address:			
Title Number(s):			
Purchase price stated in transfer:	£	OR If remortgage, date of original purchase or transfer:	
Gross Mortgage Advance:	£		
Completion Date:		Date Funds required:	
Unexpired Term of Lease:			
Service Charge p.a.	£	Ground Rent p.a.	£
Solicitor Firm Name: Address: Reference:			
Solicitor Bank Name:			
Sort Code:		Account Number:	
Date of latest instructions:			

<b>Buildings Insurance Details</b>	
Building Insurance Provider Name:	
Amount of cover:	£
Date on risk or Last renewal date	
Policy number or reference	
Name of landlord (if applicable)	
We confirm that the buildings insurance cover complies with the requirements contained in the UK Finance Handbook (Scotland) and any Standard and Special Conditions contained in the Offer.	

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### Buy to Let Properties Only

Please delete / complete as appropriate:

[We confirm the Property has vacant possession.]

Or

[We confirm the Property does not have vacant possession and the Property is occupied by:

pursuant to a [short assured tenancy] OR a [private residential tenancy] and has no security of tenure [(subject to the provisions of the Private Housing (Tenancies) (Scotland) Act 2016)].]

Or

[We confirm the Property does not have vacant possession and the Property is let to:

for occupation by its employee(s) or contractor(s):

pursuant to a licence or other arrangement and subject to the prior consent of Vida Homeloans.]

Or

[We confirm the Property does not have vacant possession and the Property is occupied by:

pursuant to another arrangement, subject to the prior consent of Vida Homeloans. Please confirm the details of the tenancy agreement and any permitted sub-letting below:

]

### Residential Properties Only

Non-entitled spouse or non-entitled civil partner for the purposes of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended or the Civil Partnership Act 2004 who will reside in the Property on Completion.

**(If None, state None)**

Name of occupier	Relationship to the Borrower(s)
<p>We confirm that the above named occupier has signed the security in favour of Vida Homeloans as consentor.</p>	

**IMPORTANT INFORMATION – PLEASE READ BEFORE SUBMITTING YOUR CERTIFICATE OF TITLE**

**Reliance on your Certificate of Title**

You should note that although your Certificate of Title is addressed to Vida Bank Limited Trading as Vida Homeloans ("Vida Homeloans"), Vida Homeloans may at some time transfer its interest in the security. In those circumstances, Vida Homeloans' successors in title to the security and persons deriving title under or through the security will also rely on your Certificate of Title.

**REQUIRED NOTICE FOR TRANSFER OF FUNDS**

Vida Homeloans must receive the fully completed Certificate of Title at least five working days (or eight working days if re-inspection is required) before the anticipated Completion Date and Vida Homeloans will endeavour to meet the Completion Date provided that the required notice is given. Vida Homeloans will not be responsible for any costs or other liability incurred, as a result of delayed completion. A £35 electronic payment fee will be levied to cover the cost of the mortgage advance via CHAPS or Faster Payment. Note: Interest will be charged from the date we release funds.

**WE, THE SOLICITORS, confirm that we have complied and shall comply with the instructions and guidance contained in the UK Finance Handbook (Scotland) and any and all other instructions from Vida Homeloans ("Instructions"), and further that:**

1. we have investigated title to the Property in accordance with the Instructions, made all necessary enquiries and searches and confirm that the Mortgagor has or will acquire on completion a good, valid and marketable title to the Property which is free of defect, will constitute good security and may be accepted and relied upon by Vida Homeloans for mortgage purposes;
2. all Standard and Special Conditions contained in the Offer have been or will be complied with and all security and other documents relative to the Mortgage Advance have been executed by the Borrower and/or the Mortgagor as applicable and are in our possession;
3. without prejudice to the foregoing generality, the Standard Security has been validly executed by all parties required to sign the document (including the Borrower) and will on completion constitute a first ranking security over the Property in favour of Vida Homeloans;
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 purchase price set out above is the actual price payable by the Borrower after deduction of all discounts or cash incentives;
6. 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 consentor (as noted above) has been advised by us in writing to take independent legal advice prior to giving consent;
7. we have advised the Borrower and the Mortgagor that the Standard Security covers obligations under further facilities that may arise in the future. Where the interests of joint Borrowers and/or Mortgagors might conflict, such advice has been given separately and independently and, having received this advice, we believe that each Borrower understands the nature of the security to be granted; and
8. we have no conflict, relationship or other connection with the Borrower (or any consentor or guarantor) which has any impact on our ability to provide this Certificate.

**Signed on behalf of the Solicitors:**

**Name of Authorised Signatory:**

**Qualification of Authorised Signatory:**

**Date of Signature:**

Please submit to: **completions@vidahomeloans.co.uk**