

H.M. TREASURY HELP TO BUY: ISA

CONVEYANCER GUIDELINES

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PART I – GLOSSARY

In these *Conveyancer Guidelines*:

“**Administrator**” means UKAR Corporate Services Limited, or any other entity appointed by *HM Treasury* from time to time to administer the *Help to Buy: ISA* Scheme.

“**Bonus**” means the bonus, in an amount calculated in accordance with the *Scheme Rules*, to be paid to the *Client Account* of an *Eligible Conveyancer* for a *Help to Buy: ISA* Holder who is, or will be, a *First Time Buyer* (as “**First Time Buyer**” is defined in the *Scheme Rules*).

“**Bonus Approval Notification**” has the meaning given to that term in clause 7.5(E) of the *Scheme Rules*.

“**Bonus Rejection Notification**” has the meaning given to that term in clause 7.5(E) of the *Scheme Rules*.

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in *London*.

“**Client Account**” means an account of an *Eligible Conveyancer* kept with a bank or building society for holding client money, and which is operated by such *Eligible Conveyancer* in accordance with the regulations, rules or guidelines of its applicable regulator.

“**Closing Balance**” means:

- (A) the closing balance of a *Help to Buy: ISA*; or
- (B) where the closing balance of a *Help to Buy: ISA* is zero, the balance of the *Help to Buy: ISA* immediately before the last withdrawal of remaining funds held in that *Help to Buy: ISA*, prior to the *Help to Buy: ISA* being closed,

as shown in the *Closing Documents* for that *Help to Buy: ISA*.

“**Closing Documents**” means the *Closing Statement* and any letter or other document provided with the *Closing Statement* by an *ISA Manager*, and containing the information and confirmations listed in Schedule 3 of the *Scheme Rules*, in each case in a form capable of being copied, reproduced and shared in electronic format.

“**Closing Statement**” means a statement, provided on the letterhead or branded stationery of an *ISA Manager*, in respect of a *Help to Buy: ISA*, in a form capable of being copied, reproduced and shared in electronic format.

“**Conveyancer Adherence Agreement**” means the conveyancer adherence agreement in the form set out in Schedule 8 of the *Scheme Rules*.

“**Conveyancer Guidelines**” means the guidelines for *Eligible Conveyancers* relating to the participation by *Eligible Conveyancers* in the *Help to Buy: ISA* Scheme, including in particular relating to the processes to be undertaken by an *Eligible Conveyancer* when making a claim for a *Bonus*, as published, amended and supplemented from time to time by the .

“Data Protection Act” means the *Data Protection Act 1998* or any statute, rules or regulations that amend, replace, or supplement the *Data Protection Act 1998*, including, for the avoidance of doubt, any statute enacted by the Parliament of the United Kingdom to implement the proposed EU General Data Protection Regulation, and the proposed EU Directive on the protection of individuals with regard to the processing of personal data by competent authorities for the purposes of prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and the free movement of such data.

“Data Protection Legislation” means all applicable laws and regulations relating to the protection of personal data and privacy in any applicable jurisdiction, including, without limitation, the EU Data Protection Directive 95/46/EC, the EU Directive on Privacy and Electronic Communications 2002/58/EC, the *Data Protection Act*, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (S.I. 2003/2426), the Regulation of Investigatory Powers Act 2000, the Data Protection (Processing of Sensitive Personal Data) Order 2000 (S.I. 2000/417), any and all subordinate legislation enacted thereunder and any applicable decisions or guidance (whether statutory or non-statutory) or codes of practice issued by the UK Information Commissioner’s Office relating to the processing of personal data, privacy, direct marketing or the Privacy and Electronic Communications (EC Directive) Regulations 2003, all as the same may be amended, replaced or re-enacted from time to time, including, for the avoidance of doubt, and once they come into effect, the proposed EU General Data Protection Regulation, and the proposed EU Directive on the protection of individuals with regard to the processing of personal data by competent authorities for the purposes of prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and the free movement of such data.

“Dispute” means any dispute or claim relating to or arising out of the *Scheme Rules*, whether contractual or non-contractual, and including any dispute or claim regarding:

- (A) the existence, negotiation, validity or enforceability of the *Scheme Rules*;
- (B) the performance or non-performance of a Party’s obligations pursuant to the *Scheme Rules*; or
- (C) breach or termination of the *Scheme Rules*.

“Eligible Conveyancer” has the meaning given to that term in clause 4.6(A) of the *Scheme Rules*.

“Eligible ISA Manager” has the meaning given to that term in clause 4.1(D) of the *Scheme Rules*.

“Government Letter” means the letter of congratulations provided to recipients of the government bonus.

“Help to Buy: ISA” means a cash account as described in Regulation 4(1A)(a) of the *ISA Regulations*, which is managed by an *Eligible ISA Manager* in accordance with the *Scheme Rules* and that is opened by an Eligible Customer.

“Help to Buy: ISA Manager Guidelines” means the guidelines for *ISA Managers* relating to, among other things:

- (A) opening, managing and closing *Help to Buy: ISAs*;
- (B) the ongoing operational requirements for the *Help to Buy: ISA Scheme*;
- (C) branding requirements applicable to *Help to Buy: ISAs* and the *Help to Buy: ISA Scheme* more generally;
- (D) customer marketing and communications in respect of *Help to Buy: ISAs*;
- (E) *Help to Buy: ISA* customer terms and conditions;
- (F) onboarding guidelines, including the processes and assessments to be undertaken by the *Administrator* and *HM Treasury* to assess the eligibility of *Eligible ISA Managers* and conveyancers to accede to and participate in the *Help to Buy: ISA Scheme*;
- (G) the protocol for transferring information between an *Eligible ISA Manager* and the *Administrator*; and
- (H) the processing of Relevant Personal Data (as that term is defined in the *Scheme Rules*) and compliance with Data Protection Legislation requirements,

as published, amended and supplemented from time to time by the *Administrator*.

“Help to Buy: ISA Scheme” means the *Help to Buy: ISA Scheme*, which was announced by *HM Treasury* in March 2015, that was launched on 1 December 2015, and that is governed by the *Scheme Rules*.

“HM Treasury” means the Commissioners of Her Majesty’s Treasury.

“Help to Buy: ISA Holder” means an “account investor”, as that term is defined in Regulation 2A of the *ISA Regulations*, who has (i) opened and holds a *Help to Buy: ISA*, or (ii) has opened and closed, in accordance with clause 6.7 of the *Scheme Rules*, a *Help to Buy: ISA*.

“ISA Manager” means an “account manager”, as that term is defined in Regulation 2 of the *ISA Regulations*.

“ISA Regulations” means the Individual Savings Account Regulations (S.I. 1998/1870) (as amended from time to time).

“London” means any land, which is determined by the *Administrator*, by reference to the postcode associated with that land, to be located within one of the *London* boroughs listed at Annex A.

“Payment Request” means a request made by an *Eligible Conveyancer* to receive the payment of a *Bonus* from the *Administrator* that satisfies the requirements of clause 7.6(A) of the *Scheme Rules*.

“Purchase Failure Notice” means a notice, in substantially the form provided in the *Help to Buy: ISA Manager Guidelines* and Annex B of these *Conveyancer Guidelines* from time to time.

“Purchase Price” means:

- (A) in connection with the acquisition of any interest in land other than under the terms of a *Regulated Home Purchase Plan*, the value of the consideration required to be paid, and which is paid, by the purchaser under the sale and purchase agreement entered into in connection with the acquisition of that interest in land (excluding, for the avoidance of doubt, any consideration attributed to the purchase of any fixtures and/or fittings); and
- (B) in connection with the acquisition of any interest in land under the terms of a *Regulated Home Purchase Plan*, the value of the consideration required to be paid, and which is paid, to the original seller for the legal interest in that land (excluding, for the avoidance of doubt, any consideration attributed to the purchase of any fixtures and/or fittings).

“Scheme Rules” means the *Help to Buy: ISA Scheme Rules*.

“Scheme Reference Number” means the unique identifying number that the *Administrator* assigns to a specific *Help to Buy: ISA Bonus* request.

“Regulated Home Purchase Plan” means a home purchase plan that is a regulated home purchase plan within the meaning set out in Article 63F of the Financial Services and Markets Act 2000 (Regulated Activities) Order (S.I. 2001/544).

PART II – INTRODUCTION

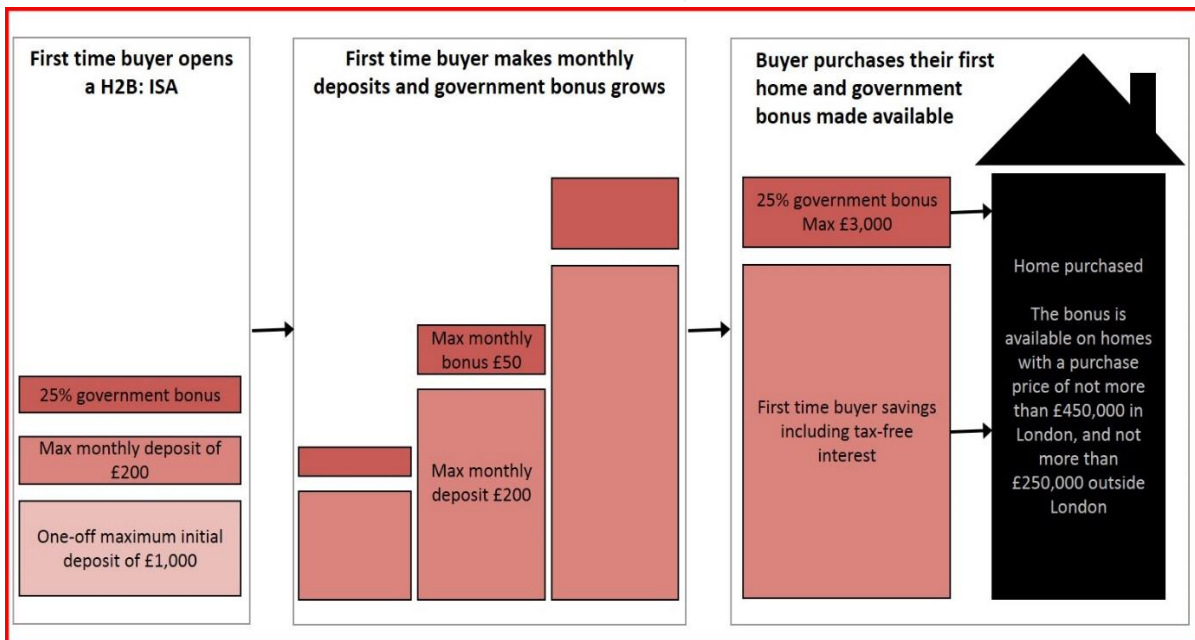
2.1 Overview of Help to Buy: ISA Scheme and objective

HM Treasury has introduced the *Help to Buy: ISA* Scheme, in order for the Government to help individuals to save for their first home. Under the *Help to Buy: ISA* Scheme, individuals may save for a home by putting savings into an individual savings account that is offered through the *Help to Buy: ISA* Scheme.

Subject to the terms set out separately in the *Scheme Rules* document, *HM Treasury* will pay to *Help to Buy: ISA* Holders under this scheme a *Bonus* which must be used as part of the *Purchase Price* for a home. The amount of the *Bonus* paid to any individual's property purchase will depend on the amount of money saved by them in their *Help to Buy: ISA*, with the minimum *Bonus* payable being £400 and the maximum being £3,000. The *Bonus* will be claimed by *Eligible Conveyancers* acting on behalf of *Help to Buy: ISA* Holders in connection with the purchase of their homes, and must be applied towards the *Purchase Price* of a home.

A *Help to Buy: ISA* is a type of cash ISA and is subject to the same legislation, rules and regulations as any other ISA product.

2.2 How the Help to Buy: ISA works



PART III – PURPOSE OF GUIDE

3.1 Purpose of *Conveyancer Guidelines* and relationship between the Scheme Rules and *Conveyancer Guidelines*.

The *Scheme Rules* set out the way in which the *Help to Buy: ISA* Scheme works, including who may open a *Help to Buy: ISA*, who may manage a *Help to Buy: ISA*, the eligibility criteria that *Help to Buy: ISA Holders* must meet to qualify for the *Bonus* and how the *Bonus* is calculated and paid.

The purpose of these *Conveyancer Guidelines* is to help all *Eligible Conveyancers* who have joined the Scheme understand the requirements of participation. It sits alongside the *Scheme Rules* and is not a policy document. It is designed to assist *Eligible Conveyancers* with the operation of the Scheme and provide greater detail on certain administrative requirements. If an *Eligible Conveyancer* does not follow the *Conveyancer Guidelines*, then they will also be in breach of the *Scheme Rules*. If there is a conflict between the *Scheme Rules* and *Conveyancer Guidelines*, the *Scheme Rules* will always take precedence. It is envisaged that the document may evolve during the lifetime of the Scheme with updates being provided as and when required.

3.2 Details of the *Administrator*

The *Administrator* of the *Help to Buy: ISA* Scheme is UKAR Corporate Services Limited (UKARcs).

UKARcs administers the *Help to Buy: ISA* Scheme at its offices. Any queries about the operation of the *Help to Buy: ISA* Scheme should be directed to:

UKAR Corporate Services Limited
Croft Road
Crossflatts
Bingley
BD16 2UA

Eligible Conveyancers can contact the *Administrator* via the *Help to Buy: ISA* online portal.

3.3 Other related documents

Conveyancer Adherence Agreement

Help to Buy: ISA Scheme Rules

Help to Buy: ISA Manager Guidelines

PART IV – SCHEME DATES AND TIMETABLES

4.1 The on-boarding and launch timetable of the Scheme is:

- (A) The launch date of the *Help to Buy: ISA* Scheme is 1 December 2015.
- (B) The last date for a *Help to Buy: ISA Holder* to join the *Help to Buy: ISA* Scheme is 30 November 2019.
- (C) *Conveyancers* can register for the Scheme from January 2016.
- (D) The first eligible Bonus application can be paid on 1 February 2016.
- (E) The online *Help to Buy: ISA* portal is available from 31 March 2016.
- (F) Prior to the availability of the *Help to Buy: ISA* portal, interim arrangements are in place. These are available in a separate document on the conveyancer website.

PART V – REQUIREMENTS AND PROCESS FOR ENTERING SCHEME

5.1 Eligibility requirements

Before being allowed to join the *Help to Buy: ISA* Scheme, the *Administrator* will confirm the eligibility of the Conveyancer to join the Scheme after completing checks. The definition of an “*Eligible Conveyancer*” is detailed at 4.6 of the *Scheme Rules*.

- (i) The *Administrator* has appointed Lender Exchange as a third-party provider to verify and assure Conveyancers entering the Scheme through their existing membership.
- (ii) *Eligible Conveyancers* that are existing members of Lender Exchange are deemed to be eligible if they are a “*Regulated Conveyancer*” as defined at 4.6(A) (i) of the *Scheme Rules*; comply with the *Administrator*’s criteria and verification checks as well as those of Lender Exchange, and accept the *Conveyancer Adherence Agreement*. This conveyancer agreement will be made available to each Eligible Conveyancer as an online form hosted by Lender Exchange. Conveyancers will acknowledge their commitment via digital electronic acceptance through a “check-box” on the online form.
- (iii) *Eligible Conveyancers* that are not existing members of Lender Exchange can raise a *Bonus Request* via the *Help to Buy: ISA* online portal. All conveyancers who do not wish to register with the scheme through Lender Exchange will be subject to eligibility criteria and verification checks each time they submit a *Bonus* request to the *Administrator*. The *Eligible Conveyancer* must agree to be bound by the terms of the *Scheme Rules*, by executing a *Conveyancer Adherence Agreement* in order to enter this process. This conveyancer agreement will be made available to each Eligible Conveyancer as an online form. Conveyancers will acknowledge their commitment via digital electronic acceptance through a “check-box” on the online form.

The *Administrator* reserves the right to carry out any additional checks they may deem necessary for the purposes of addressing fraud and security risks.

5.2 Lender Exchange: registration

For those *Eligible Conveyancers* already on Lender Exchange, the panel will issue a communication to their members inviting them to register on the *Help to Buy: ISA* panel. This will require *Eligible Conveyancers* to provide verification credentials and to execute the *Help to Buy: ISA Conveyancer Adherence Agreement* and so become bound by the *Scheme Rules*.

Upon satisfactory completion, *Eligible Conveyancers* will be issued with their *Help to Buy: ISA* identification panel number, and will be confirmed as members of the *Help to Buy: ISA* Scheme through the online portal or Lender Exchange portal.

5.3 Online portal: creating an account

Following registration with Lender Exchange, the *Eligible Conveyancer* will create an account with the *Administrator* in order to use the online portal. They will need their *Help to Buy: ISA* identification panel number which will be provided to them by Lender exchange.

This online portal is the only method by which an *Eligible Conveyancer* can make a bonus application. Following registration on the online portal, this will complete the *Administrator* registration process. Registration will be confirmed through the online portal or Lender Exchange portal.

The online portal can also be used to register for the Scheme if you are not a member of Lender Exchange. The process for this will be provided in the next update to this document.

5.4 Rejection

The *Administrator* has authority over whether a Conveyancer is accepted into the Scheme. The Conveyancer will have their application to join the Scheme accepted if they meet standard industry and are eligible in accordance with the *Scheme Rules*. If any Conveyancer application is rejected, the *Administrator* / Lender Exchange will set out the reasons for rejection against this criteria and any relevant steps for resolution. If the Conveyancer does not meet the steps for resolution, the *Administrator* will not accept the Conveyancer into the Scheme until the Conveyancer satisfies the *Administrator's* resolution criteria.

If a Conveyancer is not satisfied with the decision made by Lender Exchange, they should complain to Lender Exchange in the first instance.

If a Conveyancer is not satisfied with the decision and believes that the *Administrator* has not acted in accordance with the *Scheme Rules* and eligibility criteria, the Conveyancer will be permitted to dispute the matter with the *Administrator*, who will re-examine their case. Conveyancers can direct a dispute to the *Administrator* through the *Administrator's* dispute service.

5.5 Obligations

All confirmed registrations are subject to the Conveyancer acting within the bounds of the *Scheme Rules* and these Guidelines at all times. The *Administrator* reserves the right to review the eligibility status of any registered Conveyancer in accordance with the *Scheme Rules* at any time.

PART VI – CONVEYANCER ROLE IN THE OPERATION OF THE HELP TO BUY: ISA

6.1 The Conveyancer role in the Help to Buy: ISA Scheme

The role of the *Eligible Conveyancer* is to make the *Bonus* application on behalf of the *Help to Buy: ISA Holder*, and confirm that the *Help to Buy: ISA Holder* has declared their eligibility and the property being purchased meets the eligibility criteria. This involves sending the *Bonus* Application to the *Administrator*, submitting the relevant documentation to the *Administrator*, submitting a *Payment Request* following approval, and holding *Bonus* funds to apply to the purchase of the property.

The *Eligible Conveyancer* is also required to verify that the *Help to Buy: ISA* holder is acquiring an *Eligible Interest* in land, that the acquisition is funded by a non-buy-to-let mortgage (unless exceptions apply) and that the value of the property is up to £250,000 or £450,000 depending on the location of that property (see clause 7.5(A) – (C) of the *Scheme Rules*).

If an *Eligible Conveyancer* has reason to believe that a *Help to Buy: ISA Holder* is not eligible for a *Bonus*, they should not proceed with the *Bonus* application.

The process is designed to be quick and straightforward for *Conveyancers* to follow to protect the value of the home buyer's *Bonus*. To reflect the simplicity in using the *Scheme*, *Conveyancers* may charge the *Help to Buy: ISA Holder* up to a cap of £50 excluding VAT to fulfil their role as part of the *Help to Buy: ISA* *Scheme*.

6.2 Roles of other stakeholders

Stakeholders include *Help to Buy: ISA Holders*, *Eligible ISA Managers*, the *Administrator* of the *Scheme* and *HM Treasury*. Full and comprehensive definitions of the respective roles of these parties are documented in the *Scheme Rules*. Clause 3 of the *Scheme Rules* sets out a useful overview of the responsibilities and roles of each party. The nature of their roles are:

- (A) *Help to Buy: ISA Holders* are entitled to a *Bonus* from Government of 25% of the total amount saved in the *Help to Buy: ISA*, subject to a minimum of £400 and maximum of £3,000, in accordance with 7.4(B) of the *Scheme Rules* and performing the relevant checks set out in section 6.1 of this document. *Help to Buy: ISA Holders* are responsible for ensuring that their *Eligible Conveyancer* is aware that they are an eligible *Help to Buy: ISA Holder* and qualify for a *Bonus*.
- (B) *Eligible ISA Managers* are responsible for providing *Help to Buy: ISA* accounts for *Eligible Help to Buy: ISA Holders*, and ensuring that relevant and accurate account data is provided to the *Scheme Administrator* in accordance with the *Scheme Rules* and *ISA Manager Guidelines*. *Eligible ISA Managers* are also responsible for providing the *Closing Documents* which are used to calculate the *Bonus* payable to a *Help to Buy: ISA Holder*.
- (C) The *Scheme Administrator* is responsible for the operation of the *Scheme*. This includes, but is not limited to, ensuring all parties comply with the *Scheme*

Rules, processing certain account data, and processing and paying *Bonus* awards to *Eligible Conveyancers*.

- (D) *HM Treasury* has overall responsibility for the *Help to Buy: ISA* Scheme.

PART VII – CONFIRMING A HELP TO BUY: ISA HOLDER’S POTENTIAL BONUS

7.1 To determine whether a property is within *London*, the *Administrator* will perform a system check, by reference to the postcode associated with the property to validate whether or not that property is situated within one of the boroughs listed in Annex A. On receipt of a *Bonus* request, the *Administrator* will verify the *Bonus* amount to ensure it matches their records. The process is:

- (i) The *Help to Buy: ISA Holder* will close their *Help to Buy: ISA* and obtain *Closing Documents* from their *Eligible ISA Manager* before instructing the *Conveyancer* to start the *Bonus* Application process.
- (ii) *Eligible Conveyancers* must make the *Bonus* application based on the *Closing Documentation* of the *Help to Buy: ISA* account. The *Help to Buy: ISA Holder* should provide the *Eligible Conveyancer* with this information. The *Eligible Conveyancer* then should carry out the necessary checks as described in Section 6.1 of this document.
- (iii) The *Administrator* checks the identity, account details and balance information submitted by the *Eligible Conveyancer* against their records.
- (iv) If the information matches then the *Administrator* will issue a *Bonus Approval Notification* to the *Eligible Conveyancer*.
- (v) If the information does not match then the *Administrator* may contact the *Eligible Conveyancer* directly to resolve the issue.
- (vi) If the information discrepancies cannot be reconciled then the *Administrator* will issue a *Bonus Rejection Notification* to the *Eligible Conveyancer*, explaining why the *Bonus* Application was rejected and how the *Help to Buy: ISA Holder* can receive reasons for the rejection.

PART VIII – BONUS AWARD PROCESS

8.1 Eligible Conveyancer submits claim for award – Stage 1

The submission of an application for the Bonus to be paid to an Eligible ISA Holder should take place in anticipation of the completion of a housing transaction. The time taken to close a Help to Buy: ISA account, together with the processing and payment time required by the Scheme Administrator will be at least 10 business days in most circumstances. Therefore, Eligible Conveyancers should commence the process with this timeframe in mind.

- (i) The *Help to Buy: ISA Holder* must submit *Closing Documents* to the *Eligible Conveyancer*. The *Eligible Conveyancer* may explain to the *Help to Buy: ISA Holder* that, in order to request a *Bonus* under the *Help to Buy: ISA Scheme*, the *Help to Buy: ISA Holder* will need to allow *7 Business Days* to obtain their account closure documentation from the *Eligible ISA Manager*. By itself, giving this explanation should not amount to a 'regulated activity' for the purposes of Financial Services and Markets Act (2000).
- (ii) The *Eligible Conveyancer* must be satisfied that the criteria set out in Clauses 7.5(A) and/or 7.5(B) of the *Scheme Rules* are satisfied, and provide confirmations as to these criteria as part of the application.

Worked examples of *Bonus* calculation

<i>Closing Balance</i>	£1,600.00
<i>Bonus Multiplier</i>	25%
<i>Bonus Award</i>	£400.00

<i>Closing Balance</i>	£6,752.36
<i>Bonus Multiplier</i>	25%
<i>Bonus Award</i>	£1,688.09

- (iii) *Eligible Conveyancers* will submit the *Bonus Application* via the online portal. The portal will calculate the eligible bonus amount based on the closing balance figure entered.
- (iv) *Bonus Applications* can be submitted at any time (subject to 8.3 of these Guidelines), following which the *Eligible Conveyancer* will receive an automated response regarding the validation.
- (v) In addition to completing the application form on the online portal, the *Eligible Conveyancer* should also submit scanned copies of the closing documents, being the *First Time Buyer Declaration*, and the *Closing Letter*.

- (vi) When the required information is submitted, the *Administrator* will verify the *Bonus* Application against data held by them before approving or rejecting the *Bonus* Application.
- (vii) The online portal contains a tracking page where *Eligible Conveyancers* can check the status of their *Bonus* Application.

8.2 Bonus Approval Notification or Bonus Rejection Notification – Stage 2

- (i) *Bonus* Approval and Rejection Notifications are provided by the *Administrator* to the *Eligible Conveyancer* and can be accessed via the *Help to Buy: ISA* online portal or will be provided to the *Eligible Conveyancer* via email.
- (ii) When an *Eligible Conveyancer* submits a *Bonus* Application and *Payment Request*, the *Help to Buy: ISA* online portal will provide a notification that the Application has been approved or rejected.
- (iii) If the *Eligible Conveyancer* receives a *Bonus Rejection Notification*, the reasons will be detailed in the automated response held in the *Help to Buy: ISA* online portal or via email.

8.3 Payment Request – Stage 3

The *Eligible Conveyancer* is able to make the *Payment Request* via the portal and select a payment date. In order to complete the transaction the *Eligible Conveyancer* must:

- a. Include the *Scheme Reference Number* provided on the *Bonus Approval Notification*.
- b. Confirm that the *Help to Buy: ISA Holder* and relevant property remain eligible for a *Bonus* payment under the *Scheme Rules*.
- c. Provide details of the *Conveyancer Client Account* into which the *Administrator* should make the payment. Where applicable this client payment account should be the same account which is registered by the *Eligible Conveyancer* with Lender Exchange.

The full process is detailed in 7.6 of the *Scheme Rules*. Once the requirements are met the *Administrator* will make the *Bonus* payment into the designated *Client Account*, where it will remain the property of *HM Treasury* until the *Bonus* is applied towards the purchase of an eligible property.

The *Administrator* will process a validated *Payment Request* and make the payment to the *Eligible Conveyancer's Client Account* within 5 *Business Days*. A *Payment Request* must therefore be made at least 5 *Business Days* before completion of a property purchase.

8.4 Using the Bonus once received by the Eligible Conveyancer

- (A) The *Bonus* must be applied towards the purchase of an eligible property in accordance with the *Scheme Rules*.

- (B) The *Eligible Conveyancer* will receive a Government letter for the attention of the *Help to Buy: ISA Holder* at the same time as they receive the *Bonus* payment. The *Eligible Conveyancer* must download the form which will appear against the payment request record in the bonus application. The *Eligible Conveyancer* must print and give the letter to the *Help to Buy: ISA Holder*.
- (C) *Bonus* funds remain the property of *HM Treasury* until applied to the purchase of an eligible property. Until the *Bonus* is used for a property purchase, it must be held in the Conveyancer *Client Account*. The *Bonus* cannot be used for a deposit. It must contribute towards the funds consolidated at the completion of the property transaction.
- (D) In the event that:
- (i) the acquisition of the property listed on the *Payment Request* does not occur within three months of the payment of the *Bonus* by the *Administrator* to the *Eligible Conveyancer*; or
 - (ii) before that time, it becomes apparent to an *Eligible Conveyancer* that the *Help to Buy: ISA Holder* will not proceed with the purchase of the property listed on the *Payment Request*,

within ten *Business Days* of either such event, the *Eligible Conveyancer* shall:

- (a) return the *Bonus* to the *Administrator* in accordance with the *Conveyancer Guidelines*;
- (b) return or retain, any interest that has accrued on the *Bonus* during the time that it has remained in the relevant *Eligible Conveyancer's Client Account* in accordance with the *Conveyancer Guidelines*; and
- (c) complete and provide to the relevant *Help to Buy: ISA Holder* a *Purchase Failure Notice*.

8.5 Confirmation of property purchase – Stage 4

- (i) *Eligible Conveyancers* must confirm to the scheme administrator that a property purchase has occurred within 10 *Business Days* of it occurring through the online portal, specifying the *Scheme Reference Number* included on the *Bonus Approval Notification*. *Eligible Conveyancers* must confirm that the entirety of the *Bonus* received by them was applied to the purchase of the property detailed on the *Payment Request*.
- (ii) *Eligible Conveyancers* must also upload to the online portal an official or certified (as relevant) copy of:

- (a) in the case of land situated in England and Wales, the Land Registry title
- (b) in the case of land situated in Scotland, the Title Sheet and cadastral map issued by the Registers of Scotland; and
- (c) in the case of land situated in Northern Ireland, the relevant Land Registry Folio, in accordance with the *Scheme Rules*,

within 10 *Business Days* of it being available.

- (iii) *Eligible Conveyancers* will upload the documents referred to in paragraph (ii) above via the online portal.

8.6 Process for returning *Bonus* payment to the *Administrator*

The *Eligible Conveyancer* must declare *Bonus* returns via the *Help to Buy: ISA* online portal. The portal allows the *Eligible Conveyancer* to notify the *Administrator* of any bonuses to be returned.

Following the receipt of the bonus return notification, a system generated invoice will be issued by the *Administrator* to the *Eligible Conveyancer*. Payment of the invoice amount must be made within 10 working days of the date on the invoice.

8.7 Interest accrued on a *Bonus* while held by the *Eligible Conveyancer*

In the case of completing a purchase of an eligible property, any interest accrued on the *Bonus* while held by the *Eligible Conveyancer* should be applied towards the purchase of the eligible property.

Where a *Bonus* is returned to the *Administrator*, any interest equal to or greater than £10 received on the *Bonus* sum by the *Eligible Conveyancer* shall be payable to the *Administrator*, however the *Administrator* reserves the right to review this threshold at any time.

8.8 Purchase Failure Notice

If a property purchase fails after the *Help to Buy: ISA Holder* has obtained their *Closing Statement* for the purposes of instructing the *Conveyancer* to make a *Bonus* Application, the *Eligible Conveyancer* must provide the *Help to Buy: ISA Holder* with a *Purchase Failure Notice* within 10 *Business Days*. This form allows the *Help to Buy: ISA Holder* to follow the process to re-open their closed *Help to Buy: ISA* account if they so wish, in accordance with the *Scheme Rules*. The template for the *Purchase Failure Notice* is provided via the online portal, and at Annex B.

8.9 Timings

Task	Timings
Registration: Lender Exchange	48 hours

Task	Timings
Registration: non-Lender Exchange	7 <i>Business Days</i>
<i>Help to Buy: ISA Holder</i> obtaining Closing Statement from <i>Eligible ISA Manager</i>	7 <i>Business Days</i>
<i>Payment Request</i>	Conveyancer must allow at least 5 <i>Business Days</i> to receive payment
<i>Payment Request: expedited process</i>	1 working day
Time limit to use <i>Bonus</i>	3 months
Time limit to return <i>Bonus</i> if returning to <i>Administrator</i>	10 <i>Business Days</i>
Time limit to upload Land Registry Title to <i>Administrator</i>	10 <i>Business Days</i> from being available
<i>Purchase Failure Notice</i>	10 <i>Business Days</i> from purchase failure

PART IX – EXPEDITED PROCESS

9.1 Expedited or alternative process to make a *Bonus* claim

The *Eligible Conveyancer* can, by exception, make an urgent *Bonus* application and *Payment Request* via the online portal stipulating a payment date of no less than 24 hours.

In the event that a *Bonus* request needs to be processed urgently and the *Closing Documents* are not available, the *Help to Buy: ISA Holder* can use an up-to-date account statement. This must detail their current balance, name, account number and product name. The statement may take the form of an online banking printout, or could be obtained directly from the *Eligible ISA Manager*.

An *Eligible Conveyancer* may submit an urgent *Bonus* application and *Payment Request* as described in the first paragraph of this section using information in an up-to-date account statement that satisfies the criteria described in the paragraph above.

As part of this urgent *Bonus* application, the *Eligible Conveyancer* must submit the alternative closing documentation via the online portal and indicate to the Scheme Administrator via a check box that this is not the formal Closing letter. When the standard Closing Letter becomes available, this should be submitted to the *Administrator*.

PART X – HELP AND GUIDANCE

10.1 Help and resolutions

The process for addressing *Disputes* is set out in Section 12 of the *Scheme Rules*.

If a Conveyancer is not satisfied with the performance by *Administrator* of its obligations under the *Scheme Rules*, or the carrying out of its functions as contemplated by the *Scheme Rules* or the *Conveyancer Guidelines*, particularly regarding registration, processes, or suspensions/expulsions, the Conveyancer will be permitted to dispute the matter with the *Administrator*, who will examine their case. Conveyancers can direct a dispute to the *Administrator* through the *Administrator's* complaints service.

All *Disputes* should be resolved under the terms set out at Section 12 of the *Scheme Rules*.

PART XI – AUDIT AND COMPLIANCE

11.1 Eligible Conveyancer responsibilities

The *Eligible Conveyancer's* responsibilities in participating in the *Help to Buy: ISA Scheme* are detailed in the *Scheme Rules* and these Guidelines. Conveyancers must sign the *Conveyancer Adherence Agreement* and comply with the *Scheme Rules* and these *Conveyancer Guidelines* at all times in order to participate in the *Help to Buy: ISA Scheme*.

11.2 Audit and compliance: regular process

The *Administrator* will conduct regular audit and compliance checks on a random selection of *Eligible Conveyancers* and *Bonus* transactions. Specifically, this will include reviews of:

- (i) The *Help to Buy: ISA Holder's Closing Documents* held by the *Eligible Conveyancer*, compared with the data feed that the *Administrator* receives from the *Eligible ISA Manager* and the Closing Document information given by the *Eligible Conveyancer* to the *Administrator* for the purposes of requesting a *Bonus* payment.
- (ii) *Help to Buy: ISA Holder* declarations of eligibility for the *Help to Buy: ISA Scheme* to the *Eligible Conveyancer*.
- (iii) Title details for the property provided by, as relevant, the English Land Registry, the Registers of Scotland, or the Northern Ireland Land Registry.

Any *Eligible Conveyancers* that receive a request for this information by the *Administrator* for the purpose of a random check must provide the information requested within 10 *Business Days*, subject to clause 8.7(E) of the *Scheme Rules*.

11.3 Audit and compliance: grounds for concern

If there are reasonable grounds for concern that an *Eligible Conveyancer* is not in compliance with the *Scheme Rules* or these Guidelines, in accordance with the *Scheme Rules* the *Administrator* shall be entitled to invoke the information request and audit rights set out in Clauses 8.6 and 8.7 of the *Scheme Rules*. These sections set out the obligations of *Eligible Conveyancers* in response to such requests for information or audit.

In practice, the *Administrator* may raise concerns of non-compliance on grounds including, but not limited to, fraud, security risks, accuracy, and general compliance with the *Scheme Rules* and *Conveyancer Guidelines*.

11.4 Suspension or expulsion of Eligible Conveyancers

In accordance with 8.7(D) of the *Scheme Rules*, the *Administrator* and *HM Treasury* is entitled to give written notice to the *Eligible Conveyancer* that they have ceased to be an *Eligible Conveyancer* for the *Help to Buy: ISA Scheme*, if in the opinion of *HM Treasury* or the *Administrator*.

- (i) an *Eligible Conveyancer* is in persistent and material non-compliance with the *Scheme Rules* and/or the *Conveyancer Guidelines*; or
- (ii) an *Eligible Conveyancer* has failed to remediate breaches of the *Scheme Rules* and/or the *Conveyancer Guidelines*.

PART XII – INFORMATION CONTROL

12.1 Data protection and the Help to Buy: ISA Scheme

HM Treasury will be the data controller of personal data that is given, via the *Eligible Conveyancer*, to *HM Treasury* and to the *Administrator*, for the purposes of the *Help to Buy: ISA* Scheme.

The information will be disclosed to *HM Treasury* and the *Administrator* for the purposes of verifying the eligibility of a *Help to Buy: ISA Bonus* payment and payment of *Bonus* funds, carrying out audits of *Eligible Conveyancers* and any investigations or compliance work in accordance with the *Scheme Rules*.

12.2 Document retention and the Help to Buy: ISA Scheme

Eligible conveyancers should retain documents in the scheme in accordance with their existing document retention requirements, being no less than 6 years in electronic or hard copy.

12.3 Data subject notices and consents

Each *Eligible Conveyancer* should read clause 10 of the *Scheme Rules* carefully and ensure that they understand their obligations under the *Scheme Rules* in relation to *Data Protection Legislation* and the transfer of, and processing of, personal data in connection with the *Help to Buy: ISA* Scheme.

Each *Eligible Conveyancer* must provide a notice to a *Help to Buy: ISA Holder*, notifying them that *HM Treasury* will be a data controller in respect of the Relevant Personal Data. They must also provide the other information listed in clause 10.4(B)(i) and (ii) of the *Scheme Rules* in order to communicate clearly the identity of each entity that will be processing personal data and the purposes for which the personal data will be processed.

Each *Eligible Conveyancer* must also obtain the explicit consent of the *Help to Buy: ISA Holder* to the processing of their personal data by *HM Treasury* and the *Administrator*, and explicit consent to the *Eligible Conveyancer* providing such personal data to *HM Treasury* and/or the *Administrator*. The notices should be provided and the consent must be obtained before the *Eligible Conveyancer* provides any of the person's personal data to *HM Treasury* or the *Administrator*.

PART XIII – COMMUNICATION DETAILS**13.1 Contact details for the *Administrator* of the Scheme, UKARcs, are below.**

UKARcs administers the *Help to Buy: ISA* Scheme at its offices. Any queries about the operation of the *Help to Buy: ISA* Scheme should be directed to:

UKAR Corporate Services Limited
Croft Road
Crossflatts
Bingley
BD16 2UA

Annex A – London Boroughs

City of <i>London</i>	Hackney	Lewisham
Barking and Dagenham	Hammersmith and Fulham	Merton
Barnet	Haringey	Newham
Bexley	Harrow	Redbridge
Brent	Havering	Richmond upon Thames
Bromley	Hillingdon	Southwark
Camden	Hounslow	Sutton
Croydon	Islington	Tower Hamlets
Ealing	Kensington and Chelsea	Waltham Forest
Enfield	Kingston upon Thames	Wandsworth
Greenwich	Lambeth	Westminster

Annex B – Purchase Failure Notice

H.M. Treasury - Help to Buy: ISA - Purchase Failure Notice

To be completed by an *Eligible Conveyancer* and given to their client, who should then give this to a *Help to Buy: ISA Manager*.

A former *Help to Buy: ISA Holder* can reinstate their *Help to Buy: ISA* with an Eligible ISA manager within 12 months of closing their *Help to Buy: ISA* in the event that, after closing a *Help to Buy: ISA* and successfully claiming a bonus, that person's residential property transaction has failed to complete.

- The former *Help to Buy: ISA Holder* can reinstate any amount of funds up to and equal to the *Help to Buy: ISA* closing balance. However, this must be done in one payment.
- No additional payments may be made into a *Help to Buy: ISA* in respect of the period during which it was closed.

Relevant Help to Buy: ISA Holder

Help to Buy: ISA Holder full name:

“the **Relevant Help to Buy: ISA Holder**”

Help to Buy: ISA details

Eligible ISA manager

Previous Help to Buy ISA account / reference number

Help to Buy ISA closure date

Help to Buy ISA closing balance

Relevant Purchase

Address of the property that was proposed to be acquired:

I refer to:

- the *Help to Buy: ISA Scheme* announced by Her Majesty's Treasury in March 2015, and launched on 1 December 2015 (the “*Help to Buy: ISA Scheme*”);
- the *Help to Buy: ISA Scheme Rules* (the “*Scheme Rules*”); and

- (C) the proposed purchase, by the *Help to Buy: ISA Holder* who is named in the first box above (the “*Relevant Help to Buy: ISA Holder*”), of an Eligible Interest in Land, which is identified in the third box above (the “*Relevant Purchase*”).

This is a *Purchase Failure Notice*. Unless otherwise indicated, terms defined in the *Scheme Rules* have the same meaning in this *Purchase Failure Notice*.

I am an *Eligible Conveyancer*. The *Relevant Help to Buy: ISA Holder* appointed me to make an application for a *Bonus* and to receive payment of the *Bonus* on their behalf in accordance with clause 7 of the *Scheme Rules*.

I confirm that in respect of the *Relevant Purchase*:

- (1) on [__insert date__] I submitted a *Payment Request* on behalf of the *Relevant Help to Buy: ISA Holder* in accordance with the *Scheme Rules* in connection with the *Relevant Purchase*; and
- (2) the *Relevant Purchase* did not occur within 3 months of the payment to me of the *Bonus* by the *Administrator* following the submission of the *Payment Request* referred to in paragraph (1) above.*

or

- (2) before that time, it became apparent to me that the *Relevant Help to Buy: ISA Holder* would not proceed with the *Relevant Purchase*.

Name of Eligible Conveyancer

Signature

Date