

**Chiltern District Council  
South Bucks District Council**

**Housing Financial Assistance Policy**

**Adopted: DATE**

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## 1.0 Introduction

### 1.1 Purpose and Scope

Chiltern District Council and South Bucks District Council are two sovereign authorities with separate budgets and separate decision making processes. The two authorities have operated a shared housing service since April 2014 and have implemented a joint Private Sector Housing Strategy.

This document sets out Chiltern District Council and South Bucks District Council policy in offering financial assistance in the form of grants and loans for repairs, adaptation and improvement of houses under Article 3 of the Regulatory Reform (Housing Assistance) Order 2003. It also outlines the councils' policy in respect of approving Disabled Facilities Grants under the Housing Grants, Construction and Regeneration Act 1996.

The Councils may at any time amend their policy for giving of financial assistance, by withdrawing, amending or creating new assistance packages. They will publicise any amendments to this policy, as appropriate.

Words or phrases have their ordinary meanings but the definitions of those in ***bold italics*** are clarified for the purposes of this policy in Appendix 1. References to 'the Council' means Chiltern District Council or South Bucks District Council, depending on which administrative area the property is located.

### 1.2 Service Standards

Chiltern and South Bucks Housing is committed to providing a fair responsive and cost effective service. The service that you receive will be monitored against a number of challenging performance standards, which are set out in Appendix 2.

### 1.3 Enquiries, Comments or Complaints

Enquiries about Housing Financial Assistance should initially be made to the Housing Team based at King George V House, King George V Road, Amersham, Bucks HP6 5AW, Telephone 01494 732013. Enquiry forms are available to download at [www.chiltern.gov.uk](http://www.chiltern.gov.uk) or [www.southbucks.gov.uk](http://www.southbucks.gov.uk).

Comment or complaints about this policy must be set out in writing and sent to the Head of Healthy Communities at the above address or emailed to [housing@chiltern.gov.uk](mailto:housing@chiltern.gov.uk) or [housing@southbucks.gov.uk](mailto:housing@southbucks.gov.uk).

Each Council has a formal complaints procedure, should you need to make a formal complaint in relation to this policy. A copy of the procedure can be obtained from the above address. Alternatively, information about the complaints procedure can be found on the Councils' websites at [www.chiltern.gov.uk](http://www.chiltern.gov.uk) or [www.southbucks.gov.uk](http://www.southbucks.gov.uk).

## 2.0 General Eligibility Conditions

Assistance will not normally be given where works have commenced before the Council give their approval in writing.

Applications for assistance will not normally be approved for works which fall outside the policy below. However, exceptional cases will be considered on appeal on an individual basis in accordance with section 12 below.

Except in the case of mandatory Disabled Facilities Grants, assistance will not be approved where the applicant is in arrears with Council Tax payments and the Council Tax department has commenced proceedings for recovery of arrears.

Except in the case of House in Multiple Occupation Grants and Empty Property loans, the applicant must occupy (or intend to occupy) the property as their only or main residence to qualify for assistance.

The Council may use credit check and on-line investigator systems to check whether or not an applicant for any grant or loan (detailed below) has other bank accounts or outgoings that they have not declared to us.

The amount of funding available to pay for grants and loans is strictly limited and assistance can only be approved where financial resources permit. A waiting list may therefore be operated from time to time and approval of assistance will be in accordance with the priority system outlined in Appendix 3.

## **3.0 Disabled Facilities Grant ( DFG)**

### **3.1 Purpose of Grant**

This is a mandatory grant available to provide essential adaptations to the homes of disabled people to ensure they have reasonable access into and around their home and to essential facilities within it. DFGs are administered under the detailed provisions of the Housing Grants, Construction and Regeneration Act 1996. This section gives an overview.

### **3.2 Eligibility Criteria**

A person is eligible to apply for a DFG in the following circumstances

- The applicant is an owner, a tenant or a landlord.
- The applicant intends for the disabled person to live in the property as his/her only or main residence for a period of five years (or such shorter period as health and other relevant circumstances permit).

Additionally, the general eligibility conditions in Section 2 apply.

### **3.3 Eligible Works**

The need for adaptation is determined by an Occupational Therapist from Bucks County Council Social Services. The Council will only act on recommendations made by the Occupational Therapist, where the work is

- mandatory under s23 of the Housing Grants, Construction and Regeneration Act 1996, and
- confirmed by the Occupational Therapist as being necessary and appropriate to the disabled person's needs, and
- considered reasonable and practicable.

Grant is also available for certain fees and charges incurred in connection with the application, as set out in Section 12 below.

### **3.4 Amount of Grant**

Except where the disabled person is a child or young person as defined in the Act, the Council must carry out a test of the financial resources of the disabled person to assess how much they have to pay towards the work. Where the applicant is an owner or a tenant, the test of resources set out in the Housing Renewal Grants Regulations 1996 will be applied. Where a landlord applies for a Disabled Facilities Grant for works for their tenant, their contribution will be assessed based on the Rent Service's assessment of the increase in rental value arising from the proposed works, using the formula below:

A landlord's assessed contribution will be calculated as the sum which could be raised by a loan over a ten year repayment period at an interest rate of 3% above the bank base rate serviced by the *additional* rent payable as a result of carrying out the proposed works.

The notional increase in rent will be assessed by the Rent Service and the notional loan amount will be calculated using the following formula:

$$\text{Notional Loan (Contribution)} = Z \left[ \frac{(1/(1+x)) (1 - ((1/(1+x))^{10}))}{1 - (1/(1+x))} \right]$$

Where Z = notional increase in rent

X = bank base rate plus 3%

The amount of grant is equivalent to the reasonable cost of the work (or the maximum grant of £30,000 where the cost of work exceeds this), minus the applicant's contribution.

### 3.5 Application Procedure

Enquirers will be firstly asked to complete an informal test of resources form to assess whether they are likely to qualify financially for assistance. An inspection of the property will then be carried out to determine which works, if any, are eligible for grant. The applicant will be required to submit a written application form and certify their intention for the disabled person to occupy the dwelling as their main residence, in accordance with the above. They must also provide proof of ownership (if the title is not registered with the Land Registry) or their landlord's consent for carrying out the works. At least two estimates for the eligible works are required to be submitted together with details of any fees to enable the Council to decide on the reasonable cost of the work. Where the works are urgently required or of a specialist nature, one quotation will be accepted provided the costs are considered reasonable. Proof of income and/or benefit will also be required.

### 3.6 Conditions

The conditions set out in the Housing Grants, Construction and Regeneration Act 1996 (and as set out in Appendix 4) will apply.

For applications from owner-occupiers, it is a condition of the grant that part of the grant will be repayable to the Council on demand if the property is sold within 10 years of the adaptation works being certified complete.

This repayment condition is limited to that part of the grant above £5,000 and will be subject to a maximum repayment of £10,000.

Consideration of the following will be given in determining the amount of the grant to be repaid.

- a) the extent to which the recipient of the grant would suffer financial hardship were he/she to be required to repay all or any of the grant.
- b) whether the disposal of the premises is to enable the recipient of the grant to take up employment, or to change the location of his employment.
- c) whether the disposal is made for reasons connected with the physical or mental health or well being of the recipient of the grant or of a disabled occupant of the premises; and
- d) whether the disposal is made to enable the recipient of the grant to live with, or near, any person who is disabled or infirm and in need of care, which the recipient of the grant is intending to provide, or who is intending to provide care of which the recipient of the grant is in need by reason of disability or infirmity.

Given the pressures on DFG funding and high property values locally, the presumption will be made that it is reasonable to require repayment in the circumstances described in b), c) and d) above, unless the grant recipient would suffer financial hardship in doing so.

## 4.0 Home Renovation Loan

### 4.1 Purpose of Loan

This is a discretionary loan, which is available to carry out essential repairs to dwellings and/or to address health and safety hazards assessed under the Housing Health and Safety Rating System.

### 4.2 Eligibility Criteria

Assistance will normally only be available where

- The applicant is
  - An **owner-occupier** who intends to occupy the property as their main residence for at least five years.
- and
- The Council has identified essential repairs or assessed a hazard under the Housing Health and Safety Rating System
- and
- Carrying out works to the dwelling is the best course of action, having considered all options available to the applicant.

Additionally, the general eligibility conditions in **Section 2.0** apply.

### 4.3 Eligible Work

Eligible works will include works to reduce or minimise hazards, energy efficiency works and works to put the property in reasonable repair. The works will normally seek to address or minimise any Category 1 hazards. The assistance will also cover certain fees and charges incurred in connection with the application, as outlined in section 12.

### 4.4 Amount of Assistance

The amount of assistance payable is subject to a test of the applicant's resources in accordance with the Housing Renewal Grants Regulations 1996 (and subsequent amendments). Persons claiming and eligible to claim **income related benefit** will automatically qualify for the maximum amount.

The maximum amount which may be paid is £20,000 in any three year period. Where the applicant is eligible for a Flexible Home Improvement Loan (see Section 8.0) for the relevant works, they would be expected to apply for this assistance.

The amount of loan will be calculated as the reasonable cost of the work minus the applicant's assessed contribution under the Test of Resources.

### 4.5 Application Procedure

Enquirers not in receipt of income related benefit will be asked to complete a preliminary enquiry form to assess whether they are likely to qualify for assistance. An inspection of the property will be carried out to determine which works, if any, are eligible for assistance, having regard to all of the issues outlined in section 13 below. If eligible, the applicant will be required to submit an application form, certifying their intention to occupy the dwelling for five years, proof of income/benefit, suitable quotations\* for the eligible works and full details of any fees. Proof of ownership of the property will also be required, if the property is not registered with the Land Registry.

\*Normally, two quotations will be required, but one will be accepted where the costs are considered to be reasonable and the work is urgent (eg boiler breakdown).

#### 4.6 Conditions

The grant will be subject to the conditions detailed in Appendix 5. The Home Renovation Loan will be repayable on disposal (sale or transfer) of the property.

The repayable element is not subject to interest, but a fixed administration fee of 10% will be charged on repayment.

The applicant must undertake to insure the property and take reasonable steps to ensure the property is maintained in reasonable repair.

### 5.0 Safer Homes Grant

#### 5.1 Purpose of Grant

This is a discretionary grant, which is available to address significant health and safety hazards in dwellings (assessed under the Housing Health and Safety Rating System).

#### 5.2 Eligibility Criteria

The grant is available to persons claiming and eligible to claim **income related benefit**.

Assistance will normally only be available where

- The applicant is
  - An **owner-occupier** who intends to occupy the property as their main residence for at least five years.
- and
- The Council has assessed a significant hazard under the Housing Health and Safety Rating System
- and
- Carrying out works to the dwelling is the best course of action, having considered all options available to the applicant.

A 'significant hazard' is one which is substantially greater than an average dwelling of a similar age, but does not necessarily mean a Category 1 hazard.

Additionally, the general eligibility conditions in **Section 2.0** apply.

#### 5.3 Eligible Work

Eligible works will include works to reduce or minimise the hazards. The assistance will also cover certain fees and charges incurred in connection with the application, as outlined in section 12.

#### 5.4 Amount of Assistance

The maximum amount which may be paid is £5,000 in any three year period.

#### 5.5 Application Procedure

An inspection of the property will be carried out to determine which works, if any, are eligible for assistance, having regard to all of the issues outlined in section 13 below. If eligible, the applicant will be required to submit an application form, certifying their intention to occupy the dwelling for five years, proof of income/benefit, suitable quotations\* for the eligible works and full details of any fees. Proof of ownership of the property will also be required, if the property is not registered with the Land Registry.

\*Normally, two quotations will be required, but one will be accepted where the costs are considered to be reasonable and the work is urgent (eg boiler breakdown).

## 5.6 Conditions

The grant will be subject to the conditions detailed in Appendix 5. Any amount of Safer Homes Grant is repayable if the property is disposed of (sale or transfer) within three years of the completion of the work.

The applicant must undertake to insure the property and take reasonable steps to ensure the property is maintained in reasonable repair.

## 6.0 Mobile Home Grant

### 6.1 Purpose of Grant

This is a discretionary grant, which is available for occupants of permanent mobile homes or permanent residential caravans, to carry out repairs and energy efficiency improvements.

### 6.2 Eligibility Criteria

Grant will normally only be available where

- The mobile home is classed as a dwelling for the purposes of Council Tax
- The applicant intends to occupy the property as their only or main residence for at least five years.
- The applicant is the owner or a tenant of the land on which the mobile home is stationed **or** the mobile home is occupied under an agreement to which the Mobile Homes Act 1983 applies or under a gratuitous licence and has been sited for a period of at least three year on land forming the part of the same protected site within the meaning of that Act.
- Carrying out the works is the best course of action, having considered all options available to the applicant.

Additionally, the general eligibility conditions in **Section 2.0** apply.

### 6.3 Eligible Works

Eligible works include works of essential repairs, insulation and/or heating improvements to an individual mobile home/caravan. Grants are not available to maintain, repair or improve site services. The grant will also cover certain fees and charges incurred in connection with the application, as detailed in section 12.

### 6.4 Amount of Grant

The maximum grant which may be paid is £10,000 in any three year period. More than one application may be made for a Mobile Home Grant but no more than £10,000 in total will be paid in any three-year period.

The amount of grant payable is subject to a test of the applicant's resources in accordance with the Housing Renewal Grants Regulations 1996 (and any subsequent amendments). Persons claiming and eligible to claim **income related benefit** will automatically qualify for a full grant.

The amount of assistance will be assessed based on the reasonable costs of carrying out the eligible works less the applicant's contribution, subject to a maximum of £10,000.

### 6.5 Application Procedure

Where an enquirer appears to meet the eligibility criteria set out above, an inspection of the property will be undertaken to determine which works, if any, are eligible for grant, having regard to all of the issues outlined in section 13 below. The applicant will be required to submit an application form and certify their intention to occupy the dwelling as their main residence. Two



estimates of the eligible works and details of fees will be required to enable the council to decide on the eligible costs. Proof of income and/or benefit will also be required.

## **6.6 Conditions**

The grant will be subject to the conditions outlined in Appendix 5 but is not repayable on disposal of the property.

## **7.0 House in Multiple Occupation Grant**

### **7.1 Purpose of Grant**

This is a discretionary grant, which is available to private and Registered Provider landlords for works to Houses in Multiple Occupation (HMO) for the provision of amenities and fire precautions to make the properties suitable for multiple occupancy.

### **7.2 Eligibility Criteria**

A loan will normally only be available where

- The applicant has a duty or power to carry out the proposed works
- The landlord intends to let the dwelling for a period of at least five years as a house in multiple occupation as defined by the Housing Act 2004 (or as self contained flats)
- Carrying out of the work is the best course of action, having considered all the options open to the applicant
- The application is received no later than the commencement date set out in any enforcement notice under s11 or 12 of the Housing Act 2004 or licence condition (See 7.5 below)

Additionally, the general eligibility conditions in **Section 2.0** will apply.

### **7.3 Eligible Works**

Eligible works include

- works to provide fire precautions in Houses in Multiple Occupation, in accordance with recommendations supported by the Fire Authority
- Works to provide kitchen, bathroom and washing facilities suitable for the number of occupants, in accordance with national minimum standards (or any agreed local standards)

The grant will also cover certain fees and charges incurred in connection with the application, as outlined in section 12.

### **7.4 Amount of Grant**

The grant will be available for 50% of cost of the eligible works, subject to the maximum amount.

The maximum grant which may be paid is £5,000 and will be calculated based on the reasonable cost of the eligible works.

### **7.5 Application Procedure**

Where an enquirer appears to meet the eligibility criteria set out above, an inspection of the property will be undertaken to determine which works, if any, are eligible for a grant, having regard to all of the issues outlined in section 13 below. The applicant will be required to submit an application form, certifying their intention to let the property as an HMO for a period of at

least five years. Two estimates of the cost of the eligible works will be required together with full details of any fees to enable the council to decide on the eligible costs.

Where the works are required to address a hazard under the Health and Safety Rating System, the Council may issue an Improvement Notice under s11 or 12 of Housing Act 2004. Where the works are required to meet minimum standards for a licensable HMO, the Council will require that the works are carried out as a condition of the licence. Application for grant assistance can be made at any time up to the proposed date of commencement of the work set out in any Improvement notice or licence condition. Should a full application not be received by this date, the offer of assistance will cease.

## 7.6 Grant Conditions

The grant will be subject to the conditions outlined in Appendix 5.

The grant is repayable with a 10% charge when the property is sold, or if the property is not let or made available for letting as an HMO for a period of five years following completion of the works.

## 8.0 Flexible Home Improvement Loan

### 8.1 Purpose of Loan

There are four types of Flexible Home Improvement Loan products:

#### Over 60s Home Improvement Loan

Available to owner occupiers who are aged 60 and over for works which improve the safety, comfort or security of the home.

#### Empty Property Loan

Available to owners of a residential property which have been empty for 6 months or more, for works to bring the property back into use.

#### Affordable Home Loan

Available to owners of a residential property which have been empty for 6 months or more, for works to bring the property back into use as affordable housing (ie let at affordable rents) let via a Registered Provider..

#### Rented Property Loan

Available to residential landlords, to ensure a property meets all relevant statutory standards

### 8.2 Eligibility Criteria

A loan will normally only be available where

- The applicant is an owner of the property and is not currently bankrupt
- In the case of an over 60s Home Improvement Loan, the applicant and any joint owner is aged 60 or over
- There is sufficient equity in the property (calculated based on criteria set down by Flexible Home Improvement Loans Ltd)
- The Council is satisfied that the loan is suitable for the applicant
- In the case of Affordable Home Loans, the property is acceptable to the Registered Provider who will be letting the property.

Additionally, the general eligibility conditions in **Section 2.0** will apply.

### 8.3 Eligible Works

Eligible works include

- works of repair or replacement to the structure of the dwelling
- energy efficiency and heating improvements, including installation of renewable energy technologies

Loans for over 60s can also include:

- adaptations to enable a disabled person to continue to live in the dwelling
- works to improve the safety and security of the dwelling, including burglar alarms

The loan will also cover certain fees and charges incurred in connection with the application, as outlined in section 12.

### **8.4 Amount of Loan**

The minimum loan is £1,000. The maximum loan is £20,000. In exceptional cases, loans of up to £30,000 may be agreed where additional funds are needed to address significant hazards under the Housing Health and Safety Rating System or to fund major adaptations for a disabled person.

### **8.5 Application Procedure**

Where an enquirer appears to meet the eligibility criteria set out above, a visit to the property will be made to discuss the works and the loan application procedure. The applicant will be required to submit an application form, proof of age (if applicable) and proof of any outstanding mortgages. In some cases, a valuation of the property and a credit check may be required and in the case of Rented Property loans, proof that the applicant has sufficient income to fund loan repayments. At least one estimate for the cost of the eligible works will be required together with details of any fees to enable the council to decide on the eligible costs.

### **8.6 Loan Conditions**

The loan will be subject to the conditions set out in Appendix 6.

## **9.0 Energy Efficiency Incentive Grants**

### **9.1 Purpose of Grant**

This is a discretionary grant available to targeted householders to fund energy efficiency works or energy efficiency assessments such as an Energy Performance Certificate.

### **9.2 Eligibility Criteria**

The grant will be made available from time to time to a specific target group as agreed with the Portfolio Holder for Healthy Communities.

### **9.3 Eligible Work**

The grant is available for specified energy efficiency works or assessments as agreed with the Portfolio Holder for Healthy Communities

### **9.4 Amount of Grant**

The maximum amount of grant is to be agreed in accordance with the requirements of the project but in any case is to be no more than £2,500 per property.

### **9.5 Application Procedure**

The grant will be administered by the National Energy Foundation or other appointed partner. Applicants contacting NEF will be offered the grant where they meet the eligibility criteria. They

will be referred to an approved assessor or installer who will claim the grant direct from NEF on completion of the work.

## **9.6 Grant Conditions**

The grant cannot be given retrospectively. The grant is not repayable.

## **10.0 Accessible Homes Grant**

### **10.1 Purpose of Grant**

This is a discretionary grant available to provide essential adaptations to the homes of disabled people to ensure they have reasonable access into and around their home and to essential facilities within it.

It is designed to be a 'fast track' alternative to a mandatory Disabled Facilities Grant (DFG) and is not intended to be used as a 'top up' in addition to a DFG.

### **10.2 Eligibility Criteria**

A person is eligible to apply for an Accessible Homes Grant in the following circumstances

- They are aged 18 or over and live in the property as their main residence, and
- They are the owner or the tenant of the property, or have the permission of the owner and any tenant of the property to carry out the work, and
- The work is recommended by an Occupational Therapist

Additionally, the general eligibility conditions in Section 2 apply.

### **10.3 Eligible Works**

Eligible works include adaptations which make the home more accessible for the disabled occupant such as a ramped access or a stair lift or a walk in shower. It cannot be paid for equipment such as mobility vehicles, adapted furniture or works which are eligible to be funded by Social Services Minor Adaptations Scheme.

Grant is also available for certain fees and charges incurred in connection with the application, as set out in Section 12 below.

### **10.4 Amount of Grant**

The maximum grant which may be paid per application is £10,000.

The amount of grant is subject to a test of the resources of the disabled person to assess how much (if anything) they will have to pay towards the cost of the work. The test of resources set out in the Housing Renewal Grants Regulations 1996 will be applied, with the following amendments:

- Council Tax support will also be treated as a 'passport' benefit to a full grant.
- where the disabled applicant is a child or young person (ie child benefit is payable), the resources of the parents will be assessed.

More than one application can be made for an Accessible Homes Grant but no more than £10,000 will be paid in total in any five year period.

### **10.5 Application Procedure**

On receipt of a recommendation from an Occupational Therapist for the proposed work, the applicant will be sent an application form and be asked to provide at least one quotation for the

proposed work. A schedule of the eligible works may be provided by the Council if considered necessary to assist the applicant obtaining quotations.

Evidence of income/benefits and savings will be required and checks will be made of the ownership of the property. The owner's written permission will be required if the applicant is not the owner of the property.

## **10.6 Conditions**

The Accessible Homes Grant will not normally be payable in addition to a mandatory Disabled Facilities Grant which is being awarded for the same adaptation.

The conditions set out in the Housing Grants, Construction and Regeneration Act 1996 (and as set out in Appendix 5) will apply. The grant is not repayable.

## **11.0 Discretionary Disabled Facilities Grant**

### **11.1 Purpose of Grant**

This is a discretionary grant available as a top up to a mandatory Disabled Facilities Grant (DFG) or to assist a disabled person to a move to a more suitable property.

In exceptional circumstances the grant may be paid for works which are outside the scope of a mandatory DFG.

### **11.2 Eligibility Criteria**

A person is eligible to apply for a discretionary Disabled Facilities Grant in the following circumstances

- The applicant is the owner or the tenant of the property, or has the permission of the owner and any tenant of the property to carry out the work, and
- The disabled person lives (or intends to live) in the property as their main residence, and
- Adaptations to the premises are recommended by an Occupational Therapist

Additionally, the general eligibility conditions in Section 2 apply.

### **11.3 Eligible Works**

The discretionary grant is available for the following costs:

- Top Up to a mandatory DFG: Adaptations which are mandatory under section 23(1) of the Housing Grants, Construction and Regeneration Act but where the costs exceed the maximum grant of £30,000, and the scheme cannot be reasonably scaled back to within the grant limit.
- Relocation Costs: Where the property cannot be easily adapted within the maximum grant limit and a move to an alternative property is a better option, the grant can be paid for:
  - o Estate agent fees
  - o Conveyancing fees
  - o Removal costsEligibility for relocation costs will be decided by a DFG Panel meeting.
- Discretionary work: Works outside the scope of a mandatory DFG, where the work is recommended by a DFG panel and is agreed by the Head of Healthy Communities in consultation with the Portfolio Holder and the Director of Services.

#### **11.4 Amount of Grant**

The maximum grant which may be paid per application is £15,000.

The amount of grant is subject to a test of the resources of the disabled person to assess how much (if anything) they will have to pay towards the cost of the work. The test of resources set out in the Housing Renewal Grants Regulations 1996 will be applied, with the following amendments:

- Council Tax support will also be treated as a 'passport' benefit to a full grant.
- where the disabled applicant is a child or young person (ie child benefit is payable), the resources of the parents will be assessed.

More than one application for a Discretionary Disabled Facilities Grant can be made, but no more than £15,000 may be paid in any ten year period.

#### **11.5 Application Procedure**

Where the grant is required as a top up to a mandatory DFG, or for re-instatement, no additional application forms will be required, but the quotations provided with the application should cover the costs of the relevant works.

In the case of applications for relocation costs or discretionary works, the applicant will be sent an application form and be asked to provide at least one quotation for the proposed costs.

Evidence of income/benefits and savings will be required and checks will be made of the ownership of the property. The owner's written permission to any works will be required if the applicant is not the owner of the property.

#### **11.6 Conditions**

For Top Up grants, the conditions set out in the Housing Grants, Construction and Regeneration Act 1996 (and as set out in Appendix 5) will apply.

Except in the case of relocation, the grant is repayable when the property is sold. Repayment conditions do not apply to tenant's applications.

#### **12.0 Fees and Charges**

The fees and charges which are eligible for assistance are as follows:

- Fees in connection with provision of Proof of Title
- Specialist contractor's fees in relation to information required in support of an application. This may include Gas Safe or Electrical Contractors report fee, a structural Engineer's fee etc
- The fees of a Home Improvement Agency in connection with assistance provided in submitting a grant application and project managing the works from design to completion.
- The fees of an architect or surveyor for preparing drawings, detailed specification and overseeing the works
- Fees of an Occupational Therapist in connection with an application for a DFG
- Building and planning application fees where appropriate
- Any other fees and charges which the Council determine to be eligible.

The grants officer will determine which of the above fees are eligible in each case. Reasonable amounts will be allowed, in accordance with the current market rates.

### **13.0 Best Course of Action**

In considering eligibility for all types of housing assistance, the following questions will be considered to establish a range of options which are open to the enquirer.

- a. Is repair an economic course of action, having regard to the expected life and market value of the dwelling or mobile home?
- b. Is the work essential to safeguard the health and safety of the occupant?
- c. Will the work improve the energy efficiency of the dwelling?
- d. Will the works reduce the risk of crime?
- e. Is the property currently under-occupied?
- f. Is the dwelling suitable for conversion to more than one dwelling or HMO use (with the provision of fire precautions)?
- g. Does the property in its existing condition have a detrimental effect on the neighbouring locality?
- h. Is the site suitable for re-development?
- i. Would moving to a different property be a better solution to repairing/adapting the existing property?
- j. Would the applicant consider moving to another property?
- k. Is the applicant's able to meet the assessed level of contribution?
- l. Would the applicant qualify for a commercial loan or other loan scheme (eg equity release)?
- m. What is the level of equity in the property?
- n. Is the applicant physically and mentally capable of arranging the work and having it carried out?

The available options which may be considered are:

- Commercial loan or mortgage
- Council Grant or Loan
- Move to another property
- Enforcement action eg Improvement Notice or Prohibition Order
- Re-development of site
- Compulsory purchase by CDC
- Demolition or closure
- Deferred action (ie no action taken immediately but reviewed in a specified time period)

The offer of grant or other financial assistance provided by the Council will only be made where this is considered to be the best course of action by the Council.

### **14.0 Appeals about decisions in individual cases**

Appeals about how the policy is operated in individual cases, for example, where an enquiry or application for assistance is refused, will be considered by the Housing Manager in the first instance.

Appeals must be set out in writing and sent to the Housing Manager, Chiltern and South Bucks Housing, King George V Road, Amersham, Bucks HP6 5AW. The appeal submission must include the specific grounds on which the appeal is based. Appeals will be considered only on the following grounds:

- that the policy has not been applied correctly in the case in question, for example there has been a mistake, or
- that the case in question is exceptional in some way that justifies an exception to the general policy.

## Chiltern and South Bucks - Housing Financial Assistance Policy

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Appeals will not be considered on the grounds that the appellant simply disagrees with the policy. However, any written comments and complaints about the policy will be considered by the Head of Healthy Communities, as described above.

A written response to an appeal will be given. If the Housing Manager believes that the case is exceptional, or at least merits further consideration, it will be referred to the Head of Healthy Communities with a recommendation and options where appropriate. The Head of Healthy Communities, in consultation with the Portfolio Holder and Director of Services may then authorise a grant, other assistance or a waiver of a repayment as an exception to general policy.



**Housing Financial Assistance Policy**  
**Appendix 1: Definitions**

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**Definitions**

“DFG Panel” means a panel comprising the Council’s Housing Standards Officer, Housing Options Officer, the Community Occupational Therapist, and Social Services Physical Disability Team Leader and Paradigm Housing Group’s Disabled Facilities Officer (where appropriate).

“Dwelling” means a building or part of a building occupied or intended to be occupied as self contained residential accommodation.

“Income related benefit” means income support, income based job-seekers allowance, income based employment support allowance, guaranteed pension credit, council tax support, or housing benefit.

“Mobile Home” means a caravan within the meaning of Part 1 of the Caravan Sites and Control of Development Act 1960.

“Owner-occupier” means a freeholder or a long- leaseholder who lives in the dwelling.

“Private landlord” does not include a registered provider of social housing.

“Private tenant” does not include tenant of a registered provider but does include tenants of other public bodies such as a health authority or police authority.

“Registered Provider” means a not-for-profit housing provider regulated by the Government’s Homes & Communities Agency.

## **CUSTOMER CHARTER**

Chiltern and South Bucks Housing is committed to providing a fair, responsive and cost effective service. The service that you receive will be monitored against a number of challenging performance standards.

### **Housing Assistance Enquiry**

*Enquiries will normally be processed and acknowledged within **5 working days**.*

### **Schedules of Works**

*Schedules will normally be issued within **15 working days** from date of inspection.*

### **Grant Approvals**

*Grant and loan approvals will normally be processed and issued within **30 working days** of receipt of a full application\*.*

### **Customer Satisfaction**

*Target: 95% of customers to be satisfied with the level of service provided.*

*All applicants to be aware of the Appeal Procedure and the Council Complaint Procedure and how they can be accessed.*

\* A full application means that the Council has received all information required to enable it to consider an application. This includes a completed application form, builder's estimates, details of any fees, proof of income and/or benefits, proof of title and/or landlord's consent.

**(Note: Subject to review and amendment)**

## **Prioritisation Schemes**

The following priority schemes will be implemented in order to manage demand for grant/loan funds and to ensure that the most urgent cases are dealt with first.

### **Housing Assistance Grants and Loans**

#### **Prioritisation Procedures**

1. All letters sent out to enquirers to include notification that their application will be placed on a waiting list and approved subject to funding and according to a priority system.
2. Grant applications and enquiries to be processed in accordance with normal procedures. On receipt of a full application, case to be scored against the Priority Assessment sheet and the applicant notified approximate time until approval.
3. At the beginning of each month, scores will be reviewed to add time waiting points, Where funds are available, the grants which have reached the points threshold will be approved.
4. The approval points threshold is subject to review depending upon demand and available funding. The current points threshold is **30 points**.



## Housing Adaptations

### Prioritisation Procedures

1. On receipt of an enquiry or a new referral from the OT, send initial enquiry letter and informal means test form. The letter to include notification that the enquiry will be placed on a waiting list and dealt with subject to funding and according to a priority system.
2. When both the OT recommendation and informal means test are available, calculate waiting points and add these to the points awarded by the OT, and note the total score against the date of assessment.
3. Waiting time points must be calculated from the date of first request for assistance, whether this is made to the OT service or to the Council. This will ensure the assessment takes into account time spent on OT waiting lists.
4. Results to be entered into the Waiting List Spreadsheet and the score sheet filed in the Waiting list file. Applicants to be notified of the approximate waiting time.
5. At the beginning of each month, review each score to add further time waiting points, and amend the spreadsheet. Proceed to process the enquiries which have **75 points** or more.
6. The threshold score of 75 is subject to review depending upon demand and available funding.
7. When a client has been on the waiting list for 12 months, their enquiry will be processed regardless of the number of points.



## PRIORITY SYSTEM – Guidance Notes

### TOILET:

None (20 points)

- e.g. using a commode as all facilities are upstairs and a lift is required or
  - existing toilet not accessible in wheelchair
  - unable to transfer on/off due to lack of space
  - no-one else to empty commode.
- Limited (10 points)
- client can access a toilet but with great or increasing difficulty
  - could rely on commode for short term care if carer could empty.
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### ACCESS:

None (20 points)

- no access implies client totally house bound and has no-one to give assistance to get in or out.

Limited (10 points)

- client is able to get out either with a wheelchair or steps but adaptation would assist ease of access and reduce stress
  - if assistance is needed there is someone there to give it.
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### ACCESS TO OTHER ESSENTIAL ROOM:

None (20 points)

- no access to kitchen/bedroom/bathroom (*i.e.* wheelchair user or if doors too narrow – need lift to access).

Limited (10 points)

- difficult to access
- 

### LIMITED ACCESS TO APPROPRIATE BATHING FACILITIES:

None (20 points)

- cannot use bath aids even with carers and is having to strip wash
- cannot use bath aids or present bathing facilities and is unable to strip wash without risk
- has no-one to assist.

Limited (10 points)

- can access both but needs supervision/assistance and the procedure is risky.
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### PROGNOSIS WITH RAPID DETERIORATING AND/OR FLUCTUATING CONDITION:

Purely medical conditions with known deterioration, e.g. Dementia, Multiple Sclerosis, Motor Neurone Disease, Chronic Obstructive Airways Disease (COAD) (if not static), Cancer.

Rapid deterioration      20 points

Steady deterioration      10 points

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### ADULT WITH DEPENDENT CARE:

this includes disabled adult looking after children or disabled adult looking after elderly parent or partner, where adaptation will facilitate caring for dependent

Child aged 0-10 20 points

Adult/child over 10      10 points

## RISK MATRIX

(To client on medical and physical environment grounds. RA – joint protection.)

### 1. Clients medical condition is aggravated by lack of adaptation: (medical guidance may be required in some cases)

- skin condition requiring regular bathing
- Diabetes requiring regular foot care/washing
- Asthma/heart condition aggravated by bending to wash
- totally wheelchair dependent unable to access/egress
- medically incontinent and regular toileting/bathing essential
- RA – joint protection

#### Grades:

<u>0</u>	<b>no medical risk</b> , <i>i.e.</i> only uses stairs once daily to go to bed as facilities available both up and down stairs
<u>10</u>	<b>moderate</b> , <i>i.e.</i> spasmodic inconvenience to condition but not daily. ?/Carer helps. Alternatives are available but not appropriate in the long term
<u>20</u>	<b>high</b> . Daily inconvenience/risk re; needs to bath/toilet daily
<u>40</u>	Total breakdown of medical condition and inability to manage/contain this in the home environment, <i>i.e.</i> double incontinence, house bound, therefore fire risk/lack of self care or insight. No alternatives available.

## QUALITATIVE WEIGHING (stress both physical and emotional on others only)

<u>0</u>	no reported or perceived stress
<u>5</u>	additional points for those living alone who may have <u>small</u> amounts of stress carrying out the activity as there is no-one in the house to call on for assistance
<u>10</u>	moderate. Spasmodic stress on carers as client needs ongoing supervision but not regularly, <i>i.e.</i> daughter helps with bathing or shopping 1x weekly but has family commitments herself
<u>15</u>	high. Daily supervision required for essential ADL. Carers own health in danger of breaking down
<u>20</u>	total breakdown of social condition. carers admitted to hospital or unable or refusing to assist

Also consider if the adaptation or equipment will mean fewer Home Care visits or less need for family to visit or whether it would just make their lives easier.

### General Rule

No – No safe alternative available

Limited – Alternative available for short term but not appropriate as long term solution.



**HOUSING GRANTS, CONSTRUCTION AND REGENERATION ACT 1996**  
**SECTIONS 44 to 55**

**DISABLED FACILITIES GRANT CONDITIONS**

**General Conditions**

1. It is a condition of the grant that the eligible works are carried out in accordance with any specification the Council decide to impose.
2. It is a condition of grant that the eligible works are carried out within twelve months from the date of approval of the application. This period may, however, be extended by the Council if they think fit, particularly where they are satisfied that the eligible works cannot be, or could not have been, carried out without carrying out other works which could not have been reasonably foreseen when the application was made.
3. It is a condition of the grant that the work is carried out by the contractor(s) whose quotation was submitted with the application. Any change to the contractor must be agreed with the Council before works start.

**Repayment Conditions**

4. Where the grant applicant has an owner's interest in the dwelling to be adapted, the repayment condition in 5 will apply and it is a condition of the grant that it is registered as a local land charge.
5. It is a condition of the grant that part of the grant will be repayable to the Council on demand where there is a disposal of the property within 10 years of the adaptation works being certified complete.
6. This repayment condition is limited to that part of the grant above £5,000 and will be subject to a maximum repayment of £10,000.
7. It is a condition of the grant that, during the grant condition period (see Note A), the applicant shall notify the authority of his/her intention to dispose of the dwelling and shall furnish to the authority any information reasonably requested by them in connection with such notification.
8. The Council may decide not to demand repayment or to demand payment of a lesser amount, having regard to the following:
  - i) the extent to which the recipient of the grant would suffer financial hardship were he/she to be required to repay all or any of the grant.
  - ii) whether the disposal of the premises is to enable the recipient of the grant to take up employment, or to change the location of his employment.
  - iii) whether the disposal is made for reasons connected with the physical or mental health or well being of the recipient of the grant or of a disabled

occupant of the premises; and

- iv) whether the disposal is made to enable the recipient of the grant to live with, or near, any person who is disabled or infirm and in need of care, which the recipient of the grant is intending to provide, or who is intending to provide care of which the recipient of the grant is in need by reason of disability or infirmity.

**Notes**

- A. The grant condition period is a period of ten years beginning on the date on which the Council certifies the eligible works have been completed to their satisfaction.
- B. "Disposal" means the sale or transfer of the freehold or assignment of the lease, or the grant of a long lease (one of over 21 years, otherwise than at a rack rent).
- C. The above conditions remain in force throughout the grant condition period and are binding on any person who is for time being an owner of the dwelling.
- D. Money repaid or recovered will be recycled into the Council's capital programme for Disabled Facilities Grants and Accessible Homes Grants.
- E. Repayment conditions cannot be imposed on tenants.

**Accessible Homes Grant Conditions**

- (i) It is a condition of payment of all housing assistance that the eligible works are carried out within 12 months from the date of approval of the application or the date on which payment can be made, if this is later. The Council may agree an extension to this period if appropriate.
- (ii) It is a condition of payment that the eligible works are carried out in accordance with the Council's Schedule of Works and any other detailed specification issued by the Council with respect to the application.
- (iii) The payment or part payment of housing assistance is conditional upon the eligible works or corresponding part of the works being executed to the satisfaction of the Authority.
- (iv) The payment or part payment of housing assistance is conditional upon the authority being provided with an acceptable invoice, demand or receipt for payment for the works and any preliminary or ancillary services or charges in respect of which the grant or part of the grant is to be paid. For this purpose on invoice, demand or receipt is acceptable if it satisfies the Authority and is **not given by the applicant or a member of his family**.
- (v) It is a condition of payment that the eligible works are carried out by the contractor whose estimate accompanied the application or, where two or more estimates were submitted, by one of those contractors.
- (vi) It is a condition of housing assistance that the applicant takes reasonable steps to pursue any relevant insurance or legal claim applies and to repay the housing assistance, so far as appropriate, out of the proceeds of such a claim.

A claim to which this section applies are:

- a. an insurance claim, or legal claim against another person, in respect of damage to the premises to which housing assistance relates, or
- b. a legal claim for damages in which the cost of the works to premises to which housing assistance relates is part of the claim.

A claim is a relevant claim to the extent that the works to make good the damage mentioned in paragraph (1), or the cost of which is claimed as mentioned in paragraph (2), are works to which housing assistance relates.

### **Safer Homes Grant Conditions**

#### **General Conditions**

It is a condition of the grant that:

1. the eligible works are carried out in accordance with any specification the Council decide to impose.
2. the eligible works are carried out within twelve months from the date of approval of the application, or such further period as the Council agree.
3. the work is carried out by the contractor(s) whose quotation was submitted with the application, or where two or more quotations were submitted, one of those contractors. Any change to the contractor must be agreed with the Council before works start.
4. the applicant takes reasonable steps to pursue any relevant insurance or legal claim and to repay the grant, so far as appropriate, out of the proceeds of such a claim.

A claim to which this section applies are:

- An insurance claim or legal claim against another person in respect of damage to the premises to which the grant relates
- A legal claim for damages in which the cost of the works to premises to which the grant relates is part of the claim

And the works/costs are the works to which the grant application relates.

5. the applicant arranges and maintains in effect adequate insurance for the property, subject to and with the benefit of the grant works, from the date of approval, throughout a five year period from the certified date (Note A).
6. the applicant takes reasonable steps to ensure that the property is maintained in good repair throughout a period of five years from the certified date (Note A).
7. all conditions become registered as a local land charge. The charge will not be removed until either the conditions expire or until the grant is repaid together with any interest or additional charges that may apply. (Note B)

Payment or part payment of the grant is conditional upon:

8. the eligible works or corresponding part of the works being executed to the satisfaction of the Authority.
9. the authority being provided with an acceptable invoice, demand or receipt for payment for the works and any preliminary or ancillary services or charges in respect of which the grant is to be paid. For this purpose an invoice, demand or receipt is acceptable if it satisfies the authority and is not given by the applicant or a member of his/her family (Note C).

#### **Occupation Conditions**

10. It is a condition of the grant that the property will be occupied by the applicant or a member of his/her family (note C) for at least five years from the certified date (Note A).

## **Disposal Conditions**

11. It is a condition of the grant that in the event of a disposal (Note D) of the property at any time from the date of approval, any amount of Safer Homes Grant (or instalment of grant) paid in the preceding three year period which exceeds £5000 is repayable to the Council together with a 10% administration charge.
12. Where the disposal is an exempt disposal (Note E), there will be no requirement to repay the grant but all the grant conditions will continue to apply and are binding on the person or person to whom the exempt disposal is made.
13. It is a condition of the grant that the owner (Note F) shall notify the authority of his/her intention to dispose of the dwelling and shall give the Council any information reasonably requested by them in connection with such notification.

## **Enforcement of Grant Conditions**

14. Where any grant condition is in force, the Council may require the person responsible (Note F) to provide any information to satisfy the Council that the conditions are being complied with. It is a condition of the grant that this information is provided in the form required and within the time period specified by the Council.
15. In the event of a breach of the conditions 1 to 10 above, the Council may demand repayment from the applicant of a sum equal to the amount of grant paid together with interest (note G).
16. The Council intends to enforce the disposal conditions in 11 in all cases. However, the requirement to repay may be waived where a disposal is made in the following circumstances:
17. it is no longer reasonable for the owner to occupy the property on medical grounds and the disposal is made to enable them to move to more suitable accommodation.
18. the proceeds from disposal after deduction of any relevant amount are less than the amount of grant which an applicant would be liable to repay. Relevant amount means any expenses incurred in connection with the disposal and the amount of any advance secured by a charge on the premises.
19. It is the responsibility of the person responsible for any grant condition to demonstrate to the Council's satisfaction that the condition is being complied with. Failure to do so will be treated as failure to comply with the condition. The Council does not have the burden of having to prove that the condition is not being complied with.

## **Notes**

- A. 'Certified Date' means the date on which the Council certifies the eligible works have been completed to their satisfaction.
- B. A local land charge is binding on any person who is for the time being an owner of the premises concerned. Where a grant condition is broken, the Council has all the usual powers and remedies in law to enforce the local land charge and secure payment of any amount due.
- C. Any reference to a member of a person's family is taken to mean someone

who is their parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece. A relationship by marriage is treated as if it were a relationship by blood. A half-blood relationship is treated as a full blood relationship.

- D. "Disposal" means the sale or transfer of the freehold or assignment of the lease, or the grant of a long lease (one of over 21 years, otherwise than at a rack rent).
- E. An exempt disposal means a disposal which is:
- Of the whole of the dwelling to the owner or one of the joint owners of the dwelling or to a wife or husband or former wife or husband of one of the joint owners; or
  - Made in order to provide an annuity income by a person aged at least 70 and that person is entitled to continue to occupy the premises as their only or main residence.
- F. A reference to 'person responsible' or to 'the owner' is taken to mean any owner or other person who is responsible for the relevant condition(s) either singly or jointly. This includes the original applicant as well as any other person who has subsequently become responsible for any condition as a result of acquiring the property or an interest in it.
- G. Interest will be charged at the prevailing bank base rate plus 2% per annum (not compounded) subject to a minimum rate of 3.5%.
- H. Money repaid or recovered will be recycled into the Council's capital programme for private sector housing renewal.

### **Mobile Home Grant Conditions**

#### **General Conditions**

It is a condition of the grant that:

1. the eligible works are carried out in accordance with any specification the Council decide to impose.
2. the eligible works are carried out within twelve months from the date of approval of the application, or such further period as the Council agree.
3. the work is carried out by the contractor(s) whose quotation was submitted with the application, or where two or more quotations were submitted, one of those contractors. Any change to the contractor must be agreed with the Council before works start.
4. the applicant takes reasonable steps to pursue any relevant insurance or legal claim and to repay the grant, so far as appropriate, out of the proceeds of such a claim.
5. A claim to which this section applies are:
  - a. An insurance claim or legal claim against another person in respect of damage to the premises to which the grant relates
  - b. A legal claim for damages in which the cost of the works to premises to which the grant relates is part of the claim and the works/costs are the works to which the grant application relates.
6. the owner arranges and maintains in effect adequate insurance for the property, subject to and with the benefit of the grant works, from the date of approval, throughout a five year period from the certified date (Note A).
7. the owner takes reasonable steps to ensure that the property is maintained in good repair throughout a period of five years from the certified date (Note A).

Payment or part payment of the grant is conditional upon:

8. the eligible works or corresponding part of the works being executed to the satisfaction of the Authority.
9. the authority being provided with an acceptable invoice, demand or receipt for payment for the works and any preliminary or ancillary services or charges in respect of which the grant is to be paid. For this purpose an invoice, demand or receipt is acceptable if it satisfies the authority and is not given by the applicant or a member of his/her family (Note B).

#### **Occupation Conditions**

10. It is a condition of the grant that the property will be occupied as by the applicant or a member of his/her family (note B) as his/her only or main residence for at least five years from the certified date (Note A).

#### **Enforcement of Grant Conditions**

11. Where any grant condition is in force, the Council may require the person responsible (Note C) to provide any information to satisfy the Council that the conditions are being complied with. It is a condition of the grant that this information is provided in the form required and within the time period specified

by the Council.

12. In the event of a breach of the conditions 1 to 9 above, the Council may demand repayment from the person responsible a sum equal to the amount of grant paid together with interest (note D).
13. It is the responsibility of the person responsible for any grant condition to demonstrate to the Council's satisfaction that the condition is being complied with. Failure to do so will be treated as failure to comply with the condition. The Council does not have the burden of having to prove that the condition is not being complied with.

## **Notes**

- A. 'Certified Date' means the date on which the Council certifies the eligible works have been completed to their satisfaction.
- B. Any reference to a member of a person's family is taken to mean someone who is their parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece. A relationship by marriage is treated as if it were a relationship by blood. A half-blood relationship is treated as a full blood relationship.
- C. A reference to 'person responsible' or to 'the owner' is taken to mean any owner or other person who is responsible for the relevant condition(s) either singly or jointly. This includes the original applicant as well as any other person who has subsequently become responsible for any condition as a result of acquiring the property or an interest in it.
- D. Interest will be charged at the prevailing bank base rate plus 2% per annum (not compounded) subject to a minimum rate of 3.5%.
- E. Money repaid or recovered will be recycled into the Council's capital programme for private sector housing renewal.



### **House in Multiple Occupation Grant Conditions**

#### **General Conditions**

It is a condition of the grant that:

1. the eligible works are carried out in accordance with any specification the Council decide to impose.
2. the eligible works are carried out within twelve months from the date of approval of the application, or such further period as the Council agree.
3. the work is carried out by the contractor(s) whose quotation was submitted with the application, or where two or more quotations were submitted, one of those contractors. Any change to the contractor must be agreed with the Council before works start.
4. the applicant takes reasonable steps to pursue any relevant insurance or legal claim and to repay the grant, so far as appropriate, out of the proceeds of such a claim.

A claim to which this section applies are:

- An insurance claim or legal claim against another person in respect of damage to the premises to which the grant relates
- A legal claim for damages in which the cost of the works to premises to which the grant relates is part of the claim

And the works/costs are the works to which the grant application relates.

5. the applicant arranges and maintains in effect adequate insurance for the property, subject to and with the benefit of the grant works, from the date of approval, throughout a five year period from the certified date (Note A).
6. the applicant takes reasonable steps to ensure that the property is maintained in good repair throughout a period of five years from the certified date (Note A).
7. all conditions become registered as a local land charge. The charge will not be removed until either the conditions expire or until the grant is repaid together with any interest or additional charges that may apply. (Note B)

Payment or part payment of the grant is conditional upon:

8. the eligible works or corresponding part of the works being executed to the satisfaction of the Authority.
9. the authority being provided with an acceptable invoice, demand or receipt for payment for the works and any preliminary or ancillary services or charges in respect of which the grant is to be paid. For this purpose an invoice, demand or receipt is acceptable if it satisfies the authority and is not given by the applicant or a member of his/her family (Note C).

#### **Letting Conditions**

10. It is a condition of the grant that the property will be let or be made available for letting as a House in Multiple Occupation for at least five years from the certified date (Note A).

## **Disposal Conditions**

11. It is a condition of the grant that in the event of a disposal (Note D) of the property within five years from the certified date, the grant is repayable to the Council together with a 10% administration charge.
12. Where the disposal is an exempt disposal (Note E), there will be no requirement to repay the grant but all the grant conditions will continue to apply and are binding on the person or person to whom the exempt disposal is made.
13. It is a condition of the grant that the owner (Note F) shall notify the authority of his/her intention to dispose of the dwelling and shall give the Council any information reasonably requested by them in connection with such notification.

## **Enforcement of Grant Conditions**

14. Where any grant condition is in force, the Council may require the person responsible (Note F) to provide any information to satisfy the Council that the conditions are being complied with. It is a condition of the grant that this information is provided in the form required and within the time period specified by the Council.
15. In the event of a breach of the conditions 1 to 10 above, the Council may demand repayment from the applicant of a sum equal to the amount of grant paid together with interest (note G).
16. The Council intends to enforce the disposal conditions in 11 in all cases. However, the requirement to repay may be waived where a disposal is made in the following circumstances:
17. the proceeds from disposal after deduction of any relevant amount are less than the amount of grant which an applicant would be liable to repay. Relevant amount means any expenses incurred in connection with the disposal and the amount of any advance secured by a charge on the premises.
18. It is the responsibility of the person responsible for any grant condition to demonstrate to the Council's satisfaction that the condition is being complied with. Failure to do so will be treated as failure to comply with the condition. The Council does not have the burden of having to prove that the condition is not being complied with.

## **Notes**

- A. 'Certified Date' means the date on which the Council certifies the eligible works have been completed to their satisfaction.
- B. A local land charge is binding on any person who is for the time being an owner of the premises concerned. Where a grant condition is broken, the Council has all the usual powers and remedies in law to enforce the local land charge and secure payment of any amount due.
- C. Any reference to a member of a person's family is taken to mean someone who is their parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece. A relationship by marriage is treated as if it were a relationship by blood. A half-blood relationship is treated as a full blood relationship.
- D. "Disposal" means the sale or transfer of the freehold or assignment of the

lease, or the grant of a long lease (one of over 21 years, otherwise than at a rack rent).

- E. An exempt disposal means a disposal which is of the whole of the dwelling to the owner or one of the joint owners of the dwelling or to a wife or husband or former wife or husband of one of the joint owners.
- F. A reference to 'person responsible' or to 'the owner' is taken to mean any owner or other person who is responsible for the relevant condition(s) either singly or jointly. This includes the original applicant as well as any other person who has subsequently become responsible for any condition as a result of acquiring the property or an interest in it.
- G. Interest will be charged at the prevailing bank base rate plus 2% per annum (not compounded) subject to a minimum rate of 3.5%.
- H. Money repaid or recovered will be recycled into the Council's capital programme for private sector housing renewal.

## **Flexible Home Improvement Loans** **(Loans for over 60s)**

### **Mortgage Conditions**

#### **1 Interpretation**

In the Mortgage Deed and these Conditions, wherever the context allows:

- 1.1 The 'Borrower' means the person, or persons so described in the Mortgage Deed.
- 1.2 The 'Lender' means [Chiltern District Council] [South Bucks District Council] and its successors and assigns.
- 1.3 The 'Mortgage' refers to any given Mortgage or Charge into which these Conditions are incorporated.
- 1.4 The 'Mortgage Debt' means the aggregate of all the money outstanding for the time being on the security of the Mortgage.
- 1.5 The 'Interest Rate' means the rate set down on page one of the Mortgage Deed, which rate shall be applied wherever the terms Interest of Interest Rate are referred to in this Mortgage Deed.
- 1.6 The 'Loan' means the initial loan made by the Lender to the Borrower, as shown on page one of the Mortgage Deed.
- 1.7 The 'Property' means the property described in the Mortgage and any part, or parts, of it.
- 1.8 Words expressing the masculine include the feminine and words expressing the singular include the plural and vice versa.
- 1.9 Obligations of more than one person are joint and several obligations

#### **2 Security**

- 2.1 The Mortgage shall be secured by a legal charge on the Property.
- 2.2 The Borrower undertakes that he has a good and marketable title to the property and that the property is not subject to any other charges except those which have already been disclosed to the lender.
- 2.3 The Borrower shall, immediately on demand by the Lender, do and execute any and all further acts, deeds, documents and things as may from time to time be, in the opinion of the Lender, necessary or advisable to perfect the charge and to protect the interests of the Lender under the charge

### **3 Liabilities Secured by the Mortgage**

- 3.1 The Mortgage shall be a continuing security to the Lender for payment of all present and/or future indebtedness of the Borrower to the Lender in respect of:
  - 3.1.1 The loan as stated in the Mortgage Deed.
  - 3.1.2 Any loan, or further advance, made at any time to the Borrower.
  - 3.1.3 Any money, including interest, becoming due to the Lender by the Borrower under these Mortgage Conditions.
- 3.2 In respect of 3.1.3 above, the following amounts will become due to the Lender by the Borrower:
  - 3.2.1 Interest at the rate set down in the Mortgage Deed. The interest rate will be varied in accordance with the Bank of England rate and compounded monthly.
  - 3.2.2 The Mortgage account will be debited with a charge of £15.00 annually to cover the cost of loan administration and statements.

### **4 Obligations of the Borrower**

- 4.1 The Borrower shall:
  - 4.1.1 Perform and observe all relevant obligations contained in these Mortgage Conditions, including carrying out such works or other matters for which the Loan was made to the reasonable satisfaction of the lender.
  - 4.1.2 Keep the Property in good repair and condition and not pull down, remove, or dispose of any of it without the prior written consent of the Lender.
  - 4.1.3 Observe and perform all covenants and conditions affecting the Property or relating to the use and enjoyment of it.
  - 4.1.4 Produce to the Lender, without delay, any order, permission, notice, or document of any kind affecting, or likely to affect, the Property and served on the Borrower by any third party so that the Lender may make copies.
  - 4.1.5 Not do, or cause, or permit to be done, anything which might depreciate, jeopardise, or otherwise prejudice the value to the Lender of the security created by the Mortgage, nor permit any person to become entitled to any proprietary right or interest which might affect the value of the Property.
  - 4.1.6 Keep the Property always in his possession and available for disposal with vacant possession (subject to any lease or tenancy authorised under the terms of these conditions or having priority to the Mortgage) and not alter the use made of the Property without the prior written consent of the Lender.
  - 4.1.7 Perform and observe the provisions of any statutory regulations so far as they relate to the Property. If the Borrower fails to do so the Lender may remedy such failure and the Borrower shall pay to the Lender its expenses of doing so.

- 4.1.8 Not grant, or agree to grant, any lease, or tenancy of, or confer any enforceable licence to occupy the Property without the written consent of the Lender.
- 4.2 All of the obligations set out in this section are of a continuing nature and shall be performed and observed throughout the life of this Mortgage.

## **5 Payments of interest and capital**

- 5.1 No payments of interest and capital are required during the life of this Mortgage.
- 5.2 Subject to 5.1 the borrower may make:
  - 5.2.1 regular monthly payments of interest and capital by Direct Debit, or
  - 5.2.2 regular monthly payments of interest only by Direct Debit, or
  - 5.2.3 irregular payments of interest and/or capital by Payment Card, or
  - 5.2.4 no payments whatsoever.
- 5.3 The Borrower make not make more than one payment in any calendar month without the prior written approval of the lender.
- 5.4 If the Borrower makes regular monthly payments of interest and capital by Direct Debit the lender will apportion the interest and capital in such a way as to repay the Mortgage Debt within a period previously agreed with the Borrower.
- 5.5 Any irregular payments received from the Borrower will be used to reduce any interest which has accrued and is outstanding. If there is a surplus it will be used to reduce the capital outstanding.
- 5.6 Any irregular payments received from the Borrower by Payment Card will be subject to a charge of 60 pence, deducted from the payment on receipt.

## **6 Repayment of the outstanding Mortgage Debt**

- 6.1 The outstanding Mortgage Debt is to be repaid upon the earliest of the following events:
  - 6.1.1 the Property is sold, or
  - 6.1.2 the title to the Property is transferred, or
  - 6.1.3 the Property ceases to be the sole, or principal, property of the Borrower, or
  - 6.1.4 on the death of the Borrower (or last surviving Borrower if the Mortgage is granted to more than one person).
- 6.2 Where any sum of money becomes due from the Borrower to the Lender under these circumstances it shall be payable without any prior demand and it shall, in any event, bear interest at the rate set down in the Mortgage Deed from the date when it becomes payable.

## **7 Insurance**

- 7.1 The Borrower is not obliged to take out insurance through the Lender as a condition of this loan. However it is a requirement of the mortgage that the Property is insured for an amount to cover the full cost of reinstating the building at all times during the life of the loan. The Lender reserves the right to inspect the buildings insurance policy on giving reasonable notice and to be satisfied with its terms.
- 7.2 If the Borrower does not effect an appropriate buildings insurance policy, and keep the policy in force, the Lender reserves the right to arrange a suitable policy and debit the mortgage account with the premiums.
- 7.3 The Lender may at its discretion apply, or require to be applied, any money received from any insurance claim in, or towards, making good the loss or damage in respect of which the money is paid.

## **8 General**

- 8.1 Section 93 of the 1925 Act (Restrictions on Consolidation of Mortgages) shall not apply to this Mortgage.
- 8.2 The Lender shall be entitled to all costs and expenses incurred by the Lender in relation to the Mortgage and any indebtedness or liabilities secured by it on a basis of full indemnity.
- 8.3 Each of the provisions of the Mortgage and these Conditions is severable and distinct from the others and if, at any time, one or more of such provisions is, or becomes, invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions and of the Mortgage shall not in any way be affected, or impaired.
- 8.4 The powers and rights of the Lender are those powers and rights conferred by law on the Lender as mortgagee.
- 8.5 This agreement shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to settle any disputes which may arise out of, or in connection with, this agreement.
- 8.6 Any notice required, or authorised, to be served by the Lender shall be deemed served if it is served by registered post, or recorded delivery, to the address of the mortgaged Property.
- 8.7 Any notice required to be served by the Borrower shall be deemed served if it is served by registered post, or recorded delivery, to the Lender's address shown on the Mortgage Deed.

## **Flexible Home Improvement Loans** (Empty Home Loans)

### **Mortgage Conditions**

#### **1 Interpretation**

In the Mortgage Deed and these Conditions, wherever the context allows:

- 1.1 The 'Borrower' means the person, or persons so described in the Mortgage Deed.
- 1.2 The 'Lender' means [Chiltern District Council] [South Bucks District Council] and its successors and assigns.
- 1.3 The 'Mortgage' refers to any given Mortgage or Charge into which these Conditions are incorporated.
- 1.4 The 'Mortgage Debt' means the aggregate of all the money outstanding for the time being on the security of the Mortgage.
- 1.5 The 'Interest Rate' means the rate set down on page one of this Mortgage Deed, which rate shall be applied wherever the terms Interest or Interest Rate are referred to in this Mortgage Deed.
- 1.6 The 'Loan' means the initial loan made by the Lender to the Borrower, as shown on page one of this Mortgage Deed.
- 1.7 The 'Property' means the property described in the Mortgage and any part, or parts, of it.
- 1.8 Words expressing the masculine include the feminine and words expressing the singular include the plural and vice versa.
- 1.9 Obligations of more than one person are joint and several obligations

#### **2 Security**

- 2.1 The Mortgage shall be secured by a legal charge on the Property.
- 2.2 The Borrower undertakes that he has a good and marketable title to the property and that the property is not subject to any other charges except those which have already been disclosed to the lender.
- 2.3 The Borrower shall, immediately on demand by the Lender, do and execute any and all further acts, deeds, documents and things as may from time to time be, in the opinion of the Lender, necessary or advisable to perfect the charge and to protect the interests of the Lender under the charge



### **3 Liabilities Secured by the Mortgage**

- 3.1 The Mortgage shall be a continuing security to the Lender for payment of all present and/or future indebtedness of the Borrower to the Lender in respect of:
  - 3.1.1 The loan as stated in the Mortgage Deed.
  - 3.1.2 Any loan, or further advance, made at any time to the Borrower.
  - 3.1.3 Any money, including interest, becoming due to the Lender by the Borrower under these Mortgage Conditions.
- 3.2 In respect of 3.1.3 above, the following amounts will become due to the Lender by the Borrower:
  - 3.2.1 Interest at the rate set down in the Mortgage Deed. The interest rate will be varied in accordance with the Bank of England rate and compounded monthly.
  - 3.2.2 The Mortgage account will be debited with a charge of £15.00 annually to cover the cost of loan administration and statements.

### **4 Obligations of the Borrower**

- 4.1 The Borrower shall:
  - 4.1.1 Perform and observe all relevant obligations contained in these Mortgage Conditions, including carrying out such works or other matters for which the Loan was made to the reasonable satisfaction of the lender.
  - 4.1.2 Put and then keep the Property in good repair and condition and not pull down, remove, or dispose of any of it without the prior written consent of the Lender.
  - 4.1.3 Observe and perform all covenants and conditions affecting the Property or relating to the use and enjoyment of it.
  - 4.1.4 Produce to the Lender, without delay, any order, permission, notice, or document of any kind affecting, or likely to affect, the Property and served on the Borrower by any third party so that the Lender may make copies.
  - 4.1.5 Not do, or cause, or permit to be done, anything which might depreciate, jeopardise, or otherwise prejudice the value to the Lender of the security created by the Mortgage, nor permit any person to become entitled to any proprietary right or interest which might affect the value of the Property.
  - 4.1.6 Keep the Property always in his possession and available for disposal with vacant possession (subject to any lease or tenancy authorised under the terms of these conditions or having priority to the Mortgage) and not alter the use made of the Property without the prior written consent of the Lender.
  - 4.1.7 Perform and observe the provisions of any statutory regulations so far as they relate to the Property. If the Borrower fails to do so the Lender may remedy such failure and the Borrower shall pay to the Lender its expenses of doing so.

- 4.1.8 Not grant, or agree to grant, any lease, or tenancy of, or confer any enforceable licence to occupy the Property without the written consent of the Lender.
- 4.2 All of the obligations set out in this section are of a continuing nature and shall be performed and observed throughout the life of this Mortgage.

## **5 Payments of interest and capital**

- 5.1 No payments of interest and capital are required during the life of this Mortgage.
- 5.2 Subject to 5.1 the borrower may make:
  - 5.2.1 regular monthly payments of interest and capital by Direct Debit, or
  - 5.2.2 regular monthly payments of interest only by Direct Debit, or
  - 5.2.3 irregular payments of interest and/or capital by Payment Card, or
  - 5.2.4 no payments whatsoever.
- 5.3 The Borrower make not make more than one payment in any calendar month without the prior written approval of the lender.
- 5.4 If the Borrower makes regular monthly payments of interest and capital by Direct Debit the lender will apportion the interest and capital in such a way as to repay the Mortgage Debt within a period previously agreed with the Borrower.
- 5.5 Any irregular payments received from the Borrower will be used to reduce any interest which has accrued and is outstanding. If there is a surplus it will be used to reduce the capital outstanding.
- 5.6 Any irregular payments received from the Borrower by Payment Card will be subject to a charge of 60 pence, deducted from the payment on receipt.

## **6 Repayment of the outstanding Mortgage Debt**

- 6.1 The outstanding Mortgage Debt is to be repaid upon the earliest of the following events:
  - 6.1.1 five years from the date of this Deed, or
  - 6.1.2 the Property is sold, or
  - 6.1.3 the title to the Property is transferred, or
  - 6.1.4 on the death of the Borrower (or last surviving Borrower if the Mortgage is granted to more than one person).
- 6.2 Where any sum of money becomes due from the Borrower to the Lender under these circumstances it shall be payable without any prior demand and it shall, in any event, bear interest at the rate set down in the Mortgage Deed from the date when it becomes payable.

## **7 Insurance**

- 7.1 The Borrower is not obliged to take out insurance through the Lender as a condition of this loan. However it is a requirement of the mortgage that the Property is insured for an amount to cover the full cost of reinstating the building at all times during the life of the loan. The Lender reserves the right to inspect the buildings insurance policy on giving reasonable notice and to be satisfied with its terms.
- 7.2 If the Borrower does not effect an appropriate buildings insurance policy, and keep the policy in force, the Lender reserves the right to arrange a suitable policy and debit the mortgage account with the premiums.
- 7.3 The Lender may at its discretion apply, or require to be applied, any money received from any insurance claim in, or towards, making good the loss or damage in respect of which the money is paid.

## **8 General**

- 8.1 Section 93 of the 1925 Act (Restrictions on Consolidation of Mortgages) shall not apply to this Mortgage.
- 8.2 The Lender shall be entitled to all costs and expenses incurred by the Lender in relation to the Mortgage and any indebtedness or liabilities secured by it on a basis of full indemnity.
- 8.3 Each of the provisions of the Mortgage and these Conditions is severable and distinct from the others and if, at any time, one or more of such provisions is, or becomes, invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions and of the Mortgage shall not in any way be affected, or impaired.
- 8.4 The powers and rights of the Lender are those powers and rights conferred by law on the Lender as mortgagee.
- 8.5 This agreement shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to settle any disputes which may arise out of, or in connection with, this agreement.
- 8.6 Any notice required, or authorised, to be served by the Lender shall be deemed served if it is served by registered post, or recorded delivery, to the address of the mortgaged Property.
- 8.7 Any notice required to be served by the Borrower shall be deemed served if it is served by registered post, or recorded delivery, to the Lender's address shown on the Mortgage Deed.

## **Flexible Home Improvement Loans (Affordable Home Loan)**

### **Mortgage Conditions (April 2012)**

#### **1 Interpretation**

In the Mortgage Deed and these Conditions, wherever the context allows:

- 1.1 The 'Borrower' means the person, or persons so described on the first page of this Mortgage Deed.
- 1.2 'Costs' means all costs, charges, expenses, taxes and liabilities of any kind, including (without limitation) costs and damages in connection with litigation, professional fees, disbursements and any VAT charged on Costs which the Lender or any Receiver may charge or incur in relation to this legal mortgage, the Property or breach of any provision of this legal mortgage by the Borrower.
- 1.3 The 'Lender' means the lender set down on the first page of this Mortgage Deed and its successors and assigns.
- 1.4 The 'Mortgage' refers to any given Mortgage or Charge into which these Conditions are incorporated.
- 1.5 The 'Mortgage Debt' means the aggregate of all the money outstanding for the time being on the security of the Mortgage.
- 1.6 The 'Interest Rate' means the rate set down on the first page of this Mortgage Deed, which rate shall be applied wherever the terms Interest of Interest Rate are referred to in this Mortgage Deed.
- 1.7 The 'Loan' means the loan of money made by the Lender to the Borrower, as shown on the first page of this Mortgage Deed under 'Loan Amount'.
- 1.8 The 'Term' means the length of the Mortgage in years set down on the first page of this Mortgage Deed.
- 1.9 The 'Property' means the property described on the first page of this Mortgage Deed and any part, or parts, of it.
- 1.10 The 'Housing Association' means a registered provider of social housing nominated by the Lender from time to time and the definition of Housing Association shall include the original registered provider nominated at the date of this deed and such replacement registered provider nominated by the Lender.

- 1.11 The 'Project' means the commissioning and supervising of the renovation of the Property and subsequently letting the Property to third party tenants as affordable housing.
- 1.12 The 'Tenancy Agreement' means an agreement between the Borrower and the Housing Association whereby the Borrower grants occupation and possession of the Property to the Housing Association for the Project for the duration of the Mortgage.
- 1.13 Words expressing the masculine include the feminine, words expressing the singular include the plural and obligations of more than one person are joint and several obligations.

## **2 Security**

- 2.1 The Borrower, with full title guarantee, charges the Property to the Lender by way of first legal mortgage.
- 2.2 The Borrower undertakes that he has a good and marketable title to the Property and that the Property is not subject to any other charges except those which have already been disclosed to the lender.
- 2.3 The Borrower shall, immediately on demand by the Lender, do and execute any and all further acts, deeds, documents and things as may from time to time be, in the opinion of the Lender, necessary or advisable to perfect the charge and to protect the interests of the Lender under the charge

## **3 Liabilities Secured by the Mortgage**

- 3.1 The Mortgage shall be a continuing security to the Lender for payment of all present and/or future indebtedness of the Borrower to the Lender in respect of:
- 3.1.1 The loan as stated in the Mortgage Deed.
- 3.1.2 Any loan, or further advance, made at any time to the Borrower.
- 3.1.3 Any money, including interest, becoming due to the Lender by the Borrower under these Mortgage Conditions.
- 3.2 In respect of 3.1.3 above, the following amounts will become due to the Lender by the Borrower:
- 3.2.1 Interest at the rate set down in the Mortgage Deed. The interest rate will be varied in accordance with the Bank of England rate and compounded monthly.
- 3.2.2 The Mortgage account will be debited with a charge of £15.00 annually to cover the cost of loan administration and statements.

## **4 Obligations of the Borrower**

- 4.1 The Borrower shall:
- 4.1.1 Perform and observe all relevant obligations contained in these Mortgage Conditions.
  - 4.1.2 Permit the Housing Association access to the Property for the Project.
  - 4.1.3 Acknowledge that the Lender is not required to pay the Loan proceeds to the Borrower or to any other party other than the Housing Association for the Project.
  - 4.1.4 Enter into the Tenancy Agreement with the Housing Association for the Project prior to release of the Loan proceeds.
  - 4.1.5 Enter into all subsequent Tenancy Agreements for the duration of the Mortgage and to comply and observe all covenants and conditions of the landlord in the Tenancy Agreements.
  - 4.1.6 Observe and perform all covenants and conditions affecting the Property or relating to the use and enjoyment of it.
  - 4.1.7 Produce to the Lender, without delay, any order, permission, notice, or document of any kind affecting, or likely to affect, the Property and served on the Borrower by any third party so that the Lender may make copies.
  - 4.1.8 Not do, or cause, or permit to be done, anything which might depreciate, jeopardise, or otherwise prejudice the value to the Lender of the security created by the Mortgage, nor permit any person to become entitled to any proprietary right or interest which might affect the value of the Property.
  - 4.1.9 Not alter the use made of the Property without the prior written consent of the Lender.
  - 4.1.10 Perform and observe the provisions of any statutory regulations so far as they relate to the Property. If the Borrower fails to do so the Lender may remedy such failure and the Borrower shall pay to the Lender its expenses of doing so.
  - 4.1.11 Not grant, or agree to grant, any lease, or tenancy of, or confer any enforceable licence to occupy the Property, or grant any other interest in the Property without the written consent of the Lender.
- 4.2 All of the obligations set out in this section are of a continuing nature and shall be performed and observed throughout the life of this Mortgage.

## **5 Payments of interest and capital**

- 5.1 The Borrower shall on demand pay to the Lender the Mortgage Debt when it becomes due.
- 5.2 The Borrower shall pay interest on any amounts due under clause 5.1 from day to day until the Mortgage Debt is fully discharged at the Interest Rate. In the case of any Costs, such interest shall accrue and be payable as from the date on which the relevant Costs arose, without the need for any demand or payment being made.

- 5.3 The Borrower shall make regular monthly payments of capital and interest, by direct debit, sufficient to repay the Mortgage Debt over the Term as stated in this Mortgage Deed.
- 5.4 The Borrower shall make the first payment of capital on the date that the Housing Association notifies the Borrower being no more than one calendar month from the date that the first tenant occupies the Property.
- 5.5 The Borrower may make additional payments to reduce the Mortgage Debt at any time without penalty.
- 5.6 Any payments received from the Borrower by Payment Card will be subject to a charge of £0.60 deducted from the payment on receipt.
- 5.7 The Borrower authorises the Housing Association to deduct a sum equal to the monthly payment of capital and interest from the rental proceeds under the Tenancy Agreement and pay such sum to the Lender on a monthly basis as payment (whether in whole or part) of the monthly payment of capital and interest due to the Lender.

## **6 Repayment of the outstanding Mortgage Debt**

- 6.1 The outstanding Mortgage Debt is to be repaid immediately upon the earliest of the following events:
  - 6.1.1 on the last day of the Term, or
  - 6.1.2 the Tenancy Agreement between the Borrower and the Housing Association, described in 4.1.4 above, ends and is not renewed or is determined by the Borrower, or
  - 6.1.3 the Property is sold, or
  - 6.1.4 the title to the Property is transferred, or
  - 6.1.5 on the death of the Borrower (or last surviving Borrower if the Mortgage is granted to more than one person).
- 6.2 Where any sum of money becomes due from the Borrower to the Lender under these circumstances it shall be payable without any prior demand and it shall, in any event, bear interest at the Interest Rate from the date when it becomes payable.
- 6.3 Upon repayment of the outstanding Mortgage Debt the Borrower will pay to the Lender the sum of £50.00 for discharge of the Legal Charge.

## **7 Insurance**

- 7.1 The Borrower is not obliged to take out insurance through the Lender as a condition of this loan. However the Borrower must ensure that the Property is insured for an amount to cover the full cost of reinstating the building at all times during the life of

the loan. The Lender reserves the right to inspect the buildings insurance policy on giving reasonable notice to be satisfied with its terms.

- 7.2 If the Borrower does not effect an appropriate buildings insurance policy, and keep the policy in force, the Lender reserves the right to arrange a suitable policy and debit the mortgage account with the premiums.
- 7.3 The Lender may at its discretion apply, or require to be applied, any money received from any insurance claim in, or towards, making good the loss or damage in respect of which the money is paid.

## **8 General**

- 8.1 Section 93 of the 1925 Act (Restrictions on Consolidation of Mortgages) shall not apply to this Mortgage.
- 8.2 The Lender shall be entitled to all Costs incurred by the Lender in relation to the Mortgage and any indebtedness or liabilities secured by it on a basis of full indemnity.
- 8.3 Each of the provisions of the Mortgage and these Conditions is severable and distinct from the others and if, at any time, one or more of such provisions is, or becomes, invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions and of the Mortgage shall not in any way be affected, or impaired.
- 8.4 The powers and rights of the Lender are those powers and rights conferred by law on the Lender as mortgagee.
- 8.5 This agreement shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to settle any disputes which may arise out of, or in connection with, this agreement.
- 8.6 Any notice required, or authorised, to be served by the Lender shall be deemed served if it is served by registered post, or recorded delivery, to the address of the Borrower as described on the first page of this Mortgage Deed.
- 8.7 Any notice required to be served by the Borrower shall be deemed served if it is served by registered post, or recorded delivery, to the Lender's address shown on the Mortgage Deed.

## **9 Enforcement**

- 9.1 The security constituted by this legal mortgage shall be immediately enforceable and the power of sale and other powers given by section 101 of the LPA (as varied or extended by this legal mortgage) shall be immediately exercisable at any time after the occurrence of breach of the terms of this mortgage.
- 9.2 Section 103 of the LPA shall not apply to this legal mortgage and the statutory power of sale and other powers given by section 101 of the LPA (as varied or extended by this legal mortgage) shall, as between the Lender and a purchaser, arise on the execution of this legal mortgage and be exercisable at any time after such execution, but the Lender



shall not exercise such power of sale until the security constituted by this legal mortgage has become enforceable under clause 9.1.

- 9.3 After the security constituted by this legal mortgage has become enforceable, the Lender may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Property.
- 9.4 Neither the Lender or any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Property for which a mortgagee in possession might be liable as such.
- 9.5 If the Lender enters into or takes possession of the Property, it or he may at any time relinquish possession.

## 10 Receivers

- 10.1 At any time after the security constituted by this legal mortgage has become enforceable or at the request of the Borrower, the Lender may, without further notice:
    - 10.1.1 appoint under seal or in writing, by a duly authorised officer of the Lender, any one or more person or persons to be a receiver or a Receiver and manager, of all or any part of the Property; and
    - 10.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time, under seal or in writing, by a duly authorised officer of the Lender, remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place.
- Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Lender specifies to the contrary).
- 10.2 The power to appoint a Receiver conferred by this legal mortgage shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA.
  - 10.3 The power to appoint a Receiver (whether conferred by this legal mortgage or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Property.
  - 10.4 *The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA and the remuneration of the Receiver shall be a debt secured by this legal mortgage which shall be due and payable immediately upon its being paid by the Lender.*
  - 10.5 *Any Receiver appointed by the Lender under this legal mortgage shall, in addition to the powers conferred on him by the LPA and the Insolvency Act 1986, have the powers to do all such acts and things as an absolute owner could do in the ownership and management of the Property or any part of it.*

## **11 Protection of third parties**

11.1 No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned:

11.1.1 to enquire whether any of the Mortgage Debt has become due or payable, or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable; or

11.1.2 to see to the application of any money paid to the Lender or any Receiver.

## **12 Conclusive discharge to purchasers**

The receipt of the Lender or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Property or in making any acquisition in the exercise of their respective powers, the Lender and every Receiver may do so for such consideration, in such manner and on such terms as it or he thinks fit.

## **13 Costs and indemnity**

13.1 The Borrower shall pay to, or reimburse, the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender or any Receiver in relation to:

13.1.1 this legal mortgage or the Property;

13.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or Receiver's rights under this legal mortgage; and

13.1.3 suing for, or recovering, any of the Mortgage Debt,

(including, without limitation, the Costs of any proceedings in relation to this legal mortgage or the Mortgage Debt), together with interest from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Borrower) at the rate and in the manner specified in this Deed. In the case of any Costs, such interest shall accrue and be payable as from the date on which the relevant Costs arose, without the need for any demand for payment being made.

13.2 The Lender and any Receiver and their respective employees and agents, shall be indemnified on a full indemnity basis out of the Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

13.2.1 the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this legal mortgage; or

13.2.2 any matter or thing done, or omitted to be done, in relation to the Property under those powers; or

13.2.3 any default or delay by the Borrower in performing any of its obligations under this legal mortgage.

## **14 Release**

Subject to full repayment of the Mortgage Debt, interest and Costs, on the expiry of the Term (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the security constituted by this legal mortgage.

## **15 Assignment and transfer**

- 15.1 At any time, without the consent of the Borrower, the Lender may assign or transfer the whole or any part of the Lender's rights and/or obligations under this legal mortgage to any person. The Lender may disclose such information about the Borrower, the Property and this legal mortgage as the Lender considers appropriate to any actual or proposed assignee or transferee.
- 15.2 The Borrower may not assign any of its rights, or transfer any of its obligations, under this legal mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.
- 15.3 No delay or failure to exercise any right or power under this legal mortgage shall operate as a waiver.
- 15.4 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this legal mortgage under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

## **16 Special Conditions**

## **Flexible Home Improvement Loans (Rented Property Loans)**

### **Mortgage Conditions (November 2010)**

#### **1 Interpretation**

In the Mortgage Deed and these Conditions, wherever the context allows:

- 1.1 The 'Borrower' means the person, or persons so described on the first page of this Mortgage Deed.
- 1.2 'Costs' means all costs, charges, expenses, taxes and liabilities of any kind, including (without limitation) costs and damages in connection with litigation, professional fees, disbursements and any VAT charged on Costs which the Lender or any Receiver may charge or incur in relation to this legal mortgage, the Property or breach of any provision of this legal mortgage by the Borrower.
- 1.3 The 'Lender' means the lender set down on the first page of this Mortgage Deed and its successors and assigns.
- 1.4 The 'Mortgage' refers to any given Mortgage or Charge into which these Conditions are incorporated.
- 1.5 The 'Mortgage Debt' means the aggregate of all the money outstanding for the time being on the security of the Mortgage.
- 1.6 The 'Interest Rate' means the rate set down on the first page of this Mortgage Deed, which rate shall be applied wherever the terms Interest or Interest Rate are referred to in this Mortgage Deed.
- 1.7 The 'Loan' means the initial loan made by the Lender to the Borrower, as shown on the first page of this Mortgage Deed.
- 1.8 The 'Term' means the length of the Mortgage in years set down on the first page of this Mortgage Deed.
- 1.9 The 'Property' means the property described on the first page of this Mortgage Deed and any part, or parts, of it.
- 1.10 Words expressing the masculine include the feminine, words expressing the singular include the plural and obligations of more than one person are joint and several obligations.

#### **2 Security**

- 2.1 The Borrower, with full title guarantee, charges the Property to the Lender by way of first legal mortgage.
- 2.2 The Borrower undertakes that he has a good and marketable title to the Property and that the Property is not subject to any other charges except those which have already been disclosed to the lender.
- 2.3 The Borrower shall, immediately on demand by the Lender, do and execute any and all further acts, deeds, documents and things as may from time to time be, in the opinion of the Lender, necessary or advisable to perfect the charge and to protect the interests of the Lender under the charge

### **3 Liabilities Secured by the Mortgage**

- 3.1 The Mortgage shall be a continuing security to the Lender for payment of all present and/or future indebtedness of the Borrower to the Lender in respect of:
  - 3.1.1 The loan as stated in the Mortgage Deed.
  - 3.1.2 Any loan, or further advance, made at any time to the Borrower.
  - 3.1.3 Any money, including interest, becoming due to the Lender by the Borrower under these Mortgage Conditions.
- 3.2 In respect of 3.1.3 above, the following amounts will become due to the Lender by the Borrower:
  - 3.2.1 Interest at the rate set down in the Mortgage Deed. The interest rate will be varied in accordance with the Bank of England rate and compounded monthly.
  - 3.2.2 The Mortgage account will be debited with a charge of £15.00 annually to cover the cost of loan administration and statements.

### **4 Obligations of the Borrower**

- 4.1 The Borrower shall:
  - 4.1.1 Perform and observe all relevant obligations contained in these Mortgage Conditions, including carrying out such works or other matters for which the Loan was made to the reasonable satisfaction of the lender.
  - 4.1.2 Put and keep the Property in good repair and condition and not pull down, remove, or dispose of any of it without the prior written consent of the Lender.
  - 4.1.3 Observe and perform all covenants and conditions affecting the Property or relating to the use and enjoyment of it.
  - 4.1.4 Produce to the Lender, without delay, any order, permission, notice, or document of any kind affecting, or likely to affect, the Property and served on the Borrower by any third party so that the Lender may make copies.

- 4.1.5 Not do, or cause, or permit to be done, anything which might depreciate, jeopardise, or otherwise prejudice the value to the Lender of the security created by the Mortgage, nor permit any person to become entitled to any proprietary right or interest which might affect the value of the Property.
  - 4.1.6 Not alter the use made of the Property without the prior written consent of the Lender.
  - 4.1.7 Perform and observe the provisions of any statutory regulations so far as they relate to the Property. If the Borrower fails to do so the Lender may remedy such failure and the Borrower shall pay to the Lender its expenses of doing so.
  - 4.1.8 Not grant, or agree to grant, any lease, or tenancy of, or confer any enforceable licence to occupy the Property for a period greater than one year without the written consent of the Lender.
- 4.2 All of the obligations set out in this section are of a continuing nature and shall be performed and observed throughout the life of this Mortgage.

## **5 Payments of interest and capital**

- 5.1 The Borrower shall on demand pay to the Lender the Mortgage Debt when it becomes due.
- 5.2 The Borrower shall pay interest on any amounts due under clause 5.1 from day to day until the Mortgage Debt is fully discharged at the Interest Rate. In the case of any Costs, such interest shall accrue and be payable as from the date on which the relevant Costs arose, without the need for any demand or payment being made.
- 5.3 The Borrower shall make regular monthly payments of capital and interest, by direct debit, sufficient to repay the Mortgage Debt over the Term as stated in this Mortgage Deed.
- 5.4 The Borrower shall make the first payment of capital and interest within one calendar month of the date of making the initial Loan.
- 5.5 The Borrower may make additional payments to reduce the Mortgage Debt at any time without penalty.
- 5.6 Any payments received from the Borrower by Payment Card will be subject to a charge of £0.60 deducted from the payment on receipt.

## **6 Repayment of the outstanding Mortgage Debt**

- 6.1 The outstanding Mortgage Debt is to be repaid upon the earliest of the following events:
  - 6.1.1 on the last day of the Term, or
  - 6.1.2 the Property is sold, or

- 6.1.3 the title to the Property is transferred, or
- 6.1.4 on the death of the Borrower (or last surviving Borrower if the Mortgage is granted to more than one person).
- 6.2 Where any sum of money becomes due from the Borrower to the Lender under these circumstances it shall be payable without any prior demand and it shall, in any event, bear interest at the Interest Rate from the date when it becomes payable.
- 6.3 Upon repayment of the outstanding Mortgage Debt the Borrower will pay to the Lender the sum of £50.00 for discharge of the Legal Charge.

## **7 Insurance**

- 7.1 The Borrower is not obliged to take out insurance through the Lender as a condition of this loan. However the Borrower must ensure that the Property is insured for an amount to cover the full cost of reinstating the building at all times during the life of the loan. The Lender reserves the right to inspect the buildings insurance policy on giving reasonable notice to be satisfied with its terms.
- 7.2 If the Borrower does not effect an appropriate buildings insurance policy, and keep the policy in force, the Lender reserves the right to arrange a suitable policy and debit the mortgage account with the premiums.
- 7.3 The Lender may at its discretion apply, or require to be applied, any money received from any insurance claim in, or towards, making good the loss or damage in respect of which the money is paid.

## **8 General**

- 8.1 Section 93 of the 1925 Act (Restrictions on Consolidation of Mortgages) shall not apply to this Mortgage.
- 8.2 The Lender shall be entitled to all Costs incurred by the Lender in relation to the Mortgage and any indebtedness or liabilities secured by it on a basis of full indemnity.
- 8.3 Each of the provisions of the Mortgage and these Conditions is severable and distinct from the others and if, at any time, one or more of such provisions is, or becomes, invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions and of the Mortgage shall not in any way be affected, or impaired.
- 8.4 The powers and rights of the Lender are those powers and rights conferred by law on the Lender as mortgagee.
- 8.5 This agreement shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to settle any disputes which may arise out of, or in connection with, this agreement.

- 8.6 Any notice required, or authorised, to be served by the Lender shall be deemed served if it is served by registered post, or recorded delivery, to the address of the Borrower as described on the first page of this Mortgage Deed.
- 8.7 Any notice required to be served by the Borrower shall be deemed served if it is served by registered post, or recorded delivery, to the Lender's address shown on the Mortgage Deed.

## **9 Enforcement**

- 9.1 The security constituted by this legal mortgage shall be immediately enforceable and the power of sale and other powers given by section 101 of the LPA (as varied or extended by this legal mortgage) shall be immediately exercisable at any time after the occurrence of breach of the terms of this mortgage.
- 9.2 Section 103 of the LPA shall not apply to this legal mortgage and the statutory power of sale and other powers given by section 101 of the LPA (as varied or extended by this legal mortgage) shall, as between the Lender and a purchaser, arise on the execution of this legal mortgage and be exercisable at any time after such execution, but the Lender shall not exercise such power of sale until the security constituted by this legal mortgage has become enforceable under clause 9.1.
- 9.3 After the security constituted by this legal mortgage has become enforceable, the Lender may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Property.
- 9.4 Neither the Lender or any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Property for which a mortgagee in possession might be liable as such.
- 9.5 If the Lender enters into or takes possession of the Property, it or he may at any time relinquish possession.

## **15 Receivers**

- 10.1 At any time after the security constituted by this legal mortgage has become enforceable or at the request of the Borrower, the Lender may, without further notice:
- 10.1.1 appoint under seal or in writing, by a duly authorised officer of the Lender, any one or more person or persons to be a receiver or a Receiver and manager, of all or any part of the Property; and
- 10.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time, under seal or in writing, by a duly authorised officer of the Lender, remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place.

Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Lender specifies to the contrary).



- 10.2 The power to appoint a Receiver conferred by this legal mortgage shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA.
- 10.3 The power to appoint a Receiver (whether conferred by this legal mortgage or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Property.
- 10.4 *The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA and the remuneration of the Receiver shall be a debt secured by this legal mortgage which shall be due and payable immediately upon its being paid by the Lender.*
- 10.5 *Any Receiver appointed by the Lender under this legal mortgage shall, in addition to the powers conferred on him by the LPA and the Insolvency Act 1986, have the powers to do all such acts and things as an absolute owner could do in the ownership and management of the Property or any part of it.*

## **16 Protection of third parties**

- 11.1 No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned:
- 16.1.1 to enquire whether any of the Mortgage Debt have become due or payable, or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable; or
- 16.1.2 to see to the application of any money paid to the Lender or any Receiver.

## **17 Conclusive discharge to purchasers**

The receipt of the Lender or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Property or in making any acquisition in the exercise of their respective powers, the Lender and every Receiver may do so for such consideration, in such manner and on such terms as it or he thinks fit.

## **18 Costs and indemnity**

- 13.1 The Borrower shall pay to, or reimburse, the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender or any Receiver in relation to:
- 13.1.1 this legal mortgage or the Property;
- 13.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or Receiver's rights under this legal mortgage; and
- 13.1.3 suing for, or recovering, any of the Mortgage Debt,
- (including, without limitation, the Costs of any proceedings in relation to this legal mortgage or the Mortgage Debt), together with interest from day to day until full discharge

(whether before or after judgment, liquidation, winding-up or administration of the Borrower) at the rate and in the manner specified in this Deed. In the case of any Costs, such interest shall accrue and be payable as from the date on which the relevant Costs arose, without the need for any demand for payment being made.

13.2 The Lender and any Receiver and their respective employees and agents, shall be indemnified on a full indemnity basis out of the Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

13.2.1 the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this legal mortgage; or

13.2.2 any matter or thing done, or omitted to be done, in relation to the Property under those powers; or

13.2.3 any default or delay by the Borrower in performing any of its obligations under this legal mortgage.

## **19 Release**

Subject to full repayment of the Mortgage Debt, interest and Costs, on the expiry of the Term (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the security constituted by this legal mortgage.

## **15 Assignment and transfer**

15.1 At any time, without the consent of the Borrower, the Lender may assign or transfer the whole or any part of the Lender's rights and/or obligations under this legal mortgage to any person. The Lender may disclose such information about the Borrower, the Property and this legal mortgage as the Lender considers appropriate to any actual or proposed assignee or transferee.

15.2 The Borrower may not assign any of its rights, or transfer any of its obligations, under this legal mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.

15.3 No delay or failure to exercise any right or power under this legal mortgage shall operate as a waiver.

15.4 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this legal mortgage under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

## **16 Special Conditions**