

ONLINE COPY

Mortgage Account Number:
40-06-88 58107351
Please quote on all correspondence

31 October 2024

Dear Customer

Important information about letting this property

Property Address:

38 Wycliffe Road
Bournemouth
BH9 1JS

Mortgagor(s):

Cagdas Kanar

Borrower(s):

Cagdas Kanar

We wanted to let you know we're happy to consent to the letting of the above property subject to the enclosed terms.

Our consent is given for 27 months, unless you're on a Consent To Let interest rate, in which case our consent is given until the rate end date. This period is what we will call in the enclosed terms the 'Consent to Let Period'.

If an existing residential mortgage rate expires within the Consent to Let Period, any new fixed or tracker rate will be based on our bespoke Consent to Let rates.

Just so you know, we only allow customers to let their properties under a Consent To Let arrangement if those properties are secured by a residential mortgage and only for a temporary change of circumstances. If you wanted to continue to let the property at the end of the Consent To Let Period you would need to convert the mortgage into a Buy to Let mortgage (subject to meeting criteria).

It's worth bearing in mind, during a Consent to Let Period, you'll be unable to:

- increase your mortgage borrowing
- change your mortgage term (unless you can complete this under the Government's Mortgage Charter)
- change your mortgage type such as changing from capital repayment or interest only (although you are able to request to pay only the interest due on your mortgage for 6 months, in line with the Mortgage Charter).

Continued...

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HSBC UK Bank plc, Mortgage Service Centre, PO Box 1546, Sheffield S1 2UJ (DX 10611 Sheffield 1)
Tel: 0345-766 2255 Fax: 0370-243 8800 Textphone: 0345-601 0750
Opening hours: 8am-6pm Monday to Friday and 9am-5pm on Saturday

*Registered in England and Wales number 09928412. Registered Office: 1 Centenary Square, Birmingham B1 1HQ
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our firm reference number is 765112*

We're here to help

If you have any questions, please contact us on 0345 766 2255.

Yours faithfully

Your HSBC Mortgage Team

TERMS AND CONDITIONS

We HSBC UK Bank plc consent to the property being let provided that the tenancy agreement does not result in the tenant having the benefit of any security of tenure over and above the contractual term of the tenancy, and subject to the following conditions being met.

1. The agreement must create a valid and properly constituted:

- assured shorthold tenancy("AST") under the Housing Act 1988 (as amended by the Housing Act 1996), or
- a standard contract (Standard Contract) in accordance with the Renting Homes (Wales) Act 2016; or
- a company let i.e. a residential letting to a company which does not fall within the provision of the Housing Act 1988 (as amended by the Housing Act 1996) or the Renting Homes (Wales) Act 2016 but permits occupation of the property by an employee of the company (the "Tenant"), so long as the initial tenancy agreement and any subsequent tenancy agreement; (a) does not give the company of the Tenant security of tenure; (b) will not last longer than 12 months; (c) will in any event end on or before the end of the Consent to Let Period.

We don't need to see a copy of the agreement. However, if any other tenancy is agreed in the future, we will need to see a copy of the proposed agreement before we can give our consent.

Whichever type of tenancy is created, you and we must be able to obtain vacant possession of the property at the end of the tenancy if needed.

The agreement doesn't give the tenant(s) any security of tenure such as the right to continue occupying the property at the end of the tenancy.

2. The term of the tenancy agreement or company let agreement, including any extension period, isn't longer than 12 months and must end on or before the end date of the Consent To Let Period.

3. You have not missed more than 2 regular monthly payments on the mortgage either at the date of the tenancy agreement or at any time during it.

4. For properties in England and Wales, if the property is leasehold tenure, you must fully comply with the provisions of the lease which typically includes the requirement to obtain the consent of the landlord and where applicable, the consent of all freeholder/superior landlords. In addition, you must comply with all applicable laws and regulations that relate to the letting of the property.

5. The property must not be let as a House in Multiple Occupation (HMO).

6. Where the property is in England the AST must meet all of the statutory requirements under the Housing Act 1988 (as amended) including the following criteria:

- i. The tenant must be an individual
- ii. The property must be occupied as the tenant's or tenants' only or principal home with no right to sublet, part with possession of or charge all or part of the property
- iii. The tenancy must be dated on or after 28 February 1997 and must not be one that can become an Assured tenancy
- iv. The term of the initial and any subsequent new AST agreement, including any extension periods contained within the agreement, must not be more than 1 year and in the subsequent new AST the term must end on or before the end of the Consent To Let Period.

7. If the property is in Wales, the Standard Contract must meet the relevant statutory requirements under the Renting Homes (Wales) Act 2016 including the following criteria:

- i. The tenant must be an individual;
- ii. The property must be occupied as the tenant's or tenants' only or principal home with no right to sublet, part with possession of or charge all or part of the property;
- iii. The tenancy must not be one that can become a secure contract;

- iv. Compliance with the fundamental provisions set out in the Renting Homes (Wales) Act 2016 as applicable;
 - v. The term of the initial and any subsequent new Standard Contract, including any extension periods contained within the agreement, must not be more than 1 year and in the subsequent new Standard Contract the term must end on or before the end of the Consent To Let Period.
- If any of these terms and conditions are not fulfilled, our consent will cease to have effect.

Before granting a tenancy, you should seek the advice of a solicitor or another appropriately qualified professional.

It is your responsibility to contact your Buildings Insurance provider to advise them that the property is let. Failure to do so may invalidate the insurance cover. You are reminded that it is a condition of your mortgage to maintain adequate buildings insurance for the duration of the mortgage.

If you have a Mortgage Repayment Protection Policy taken out through HSBC, insurance cover and entitlement to benefit will end as soon as the property on which the mortgage is secured is rented or leased, and for which a rental income is received.

Our consent will come to an end immediately on our giving you written notice. If we give such notice, no further tenancy may be granted without our specific prior consent. However, any notice we give will not result in the termination of the tenancy you have granted. You are required to give notice to terminate the tenancy at the earliest point possible (in accordance with the provisions of the tenancy agreement) and to recover lawful possession of the property.

You must let us know as soon as possible if your correspondence address changes so we can update our records.