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H.M. TREASURY HELP TO BUY: ISA

SCHEME RULES

Contents

PART I – OVERVIEW OF THE HELP TO BUY: ISA SCHEME	4
PART II – INTERPRETATION	5
1. Definitions and Interpretation	5
PART III – ESTABLISHING THE HELP TO BUY: ISA SCHEME	14
2. Commencement of the Help to Buy: ISA Scheme	14
3. Roles and Responsibilities of the Parties	15
4. Eligible ISA Managers, Eligible Products, Eligible Conveyancers and Eligible Customers	17
PART IV – OPERATION OF THE HELP TO BUY: ISA SCHEME	22
5. Opening a Help to Buy: ISA	22
6. Operating Help to Buy: ISAs	23
PART V – BONUS PAYMENTS	28
7. Bonus payments	28
PART VI – DATA REPORTING, COMPLIANCE, INVESTIGATIONS AND SANCTIONS	35
8. Data reporting, compliance, investigations and sanctions	35
PART VII – ENDING THE HELP TO BUY: ISA SCHEME	41
9. Ending the Help to Buy: ISA Scheme	41
PART VIII – DATA PROTECTION	42
10. Data protection	42
PART IX – CONFIDENTIALITY	49
11. Confidentiality	49
PART X – DISPUTE RESOLUTION	52
12. Dispute resolution process	52
PART XI – AMENDMENTS, WAIVERS, AND GOVERNING LAW AND JURISDICTION	53
13. Amendments	53
14. Waiver or disapplication of the Scheme Rules	54
PART XII – REPLACEMENT OF THE ADMINISTRATOR	55
15. Replacement of the Administrator	55
PART XIII – NO ASSIGNMENT AND ENTIRE AGREEMENT	56
16. No assignment	56
17. Entire agreement	56
PART XIV – NOTICES	57
18. Notices	57

Schedule 1 Customer information	58
Schedule 2 Help to Buy: ISA Transfer information	59
Schedule 3 Closing Document information	60
Schedule 4 Eligible Customer Declaration	61
Schedule 5 First Time Buyer Declaration	63
Schedule 6 Bonus request information	65
Schedule 7 Deed of Adherence – Eligible ISA Manager	66
Schedule 8 Conveyancer Adherence Agreement	67
Schedule 9 London Boroughs	68

PART I – OVERVIEW OF THE HELP TO BUY: ISA SCHEME

HM Treasury has introduced the *Help to Buy: ISA Scheme* on behalf of Her Majesty's Government to help individuals to save for their first home.

Under the *Help to Buy: ISA Scheme*, individuals may save for a home by putting savings into an individual savings account that is offered through the *Help to Buy: ISA Scheme*. Subject to the *Scheme Rules* set out below, *HM Treasury* will pay to ISA savers under this scheme a bonus that must be used as part of the purchase price for a home. The amount of the bonus paid to any individual will depend on the amount of money saved by them in their *Help to Buy: ISA*, with the minimum bonus payable being £400 and the maximum being £3,000. The bonus will be claimed by conveyancers acting on behalf of ISA savers in connection with the acquisition of their homes.

These *Scheme Rules* set out the way in which the *Help to Buy: ISA Scheme* will work, including who may open a *Help to Buy: ISA*, who may manage a *Help to Buy: ISA*, what *Help to Buy: ISA* savers need to do to qualify for the bonus and how the bonus is calculated and paid.

A *Help to Buy: ISA* is a type of cash ISA and will be subject to the same legislation, rules and regulations as any other ISA product. The *Scheme Rules* set out below take effect as a contract between *HM Treasury*, the *Administrator*, participating *ISA Managers*, conveyancers and savers, and do not restrict or alter the operation of this legislation, rules or regulation, or their enforcement by *HMRC*.

PART II – INTERPRETATION

1. Definitions and Interpretation

1.1 Definitions

In these *Scheme Rules*:

“Account Closing Date” means the date of last withdrawal from a *Help to Buy: ISA*.

“Account Opening Date” means the date on which an *Eligible ISA Manager* treats a *Help to Buy: ISA* as having been opened, which date shall be no later than the date on which the *Help to Buy: ISA Holder* makes the first payment into their *Help to Buy: ISA*.

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

“Administrator Agreement” has the meaning given to that term in clause 10.2(B)(i) 10.2(B) (*The Administrator – Data processor obligations*).

“Approved Product” has the meaning given to that term in clause 4.2(A) (*Offering Help to Buy: ISA products*).

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

“Bonus Application Work” has the meaning given to that term in clause 7.12 (*Conveyancer fees – Bonus Application Work*).

“Bonus Approval Notification” has the meaning given to that term in clause 7.5(E) (*Applying for a Bonus*).

“Bonus Claim Deadline” has the meaning given to that term in clause 9(B) (*Ending the Help to Buy: ISA Scheme*).

“Bonus Rejection Notification” has the meaning given to that term in clause 7.5(E) (*Applying for a Bonus*).

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

“Buy to Let Mortgage” means a loan made to one or more borrowers to be secured by a mortgage over a property that is (a) either (i) let at the date the mortgage is granted, or (ii) intended by the borrower or borrowers to be let either at that time or in the future, and (b) marketed as being intended for such purpose.

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

“Closing Balance” means:

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

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

“Closing Date Funds” has the meaning given to that term in clause 6.8(A) (*Help to Buy: ISA Reinstatements*).

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

“Closing Letter” has the meaning given to that term in clause 6.7(B)(ii)(b) (*Closing a Help to Buy: ISA – Closing Documents*).

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

“Commencement Date” means:

- (a) in relation to *HM Treasury* and the *Administrator*, 1 December 2015;
- (b) in relation to an *Eligible Customer*, the date on which that *Eligible Customer* provides an *Eligible Customer Declaration* and undertakes to be bound by the *Scheme Rules*;
- (c) in relation to an *Eligible ISA Manager*, the date on which that *Eligible ISA Manager* has signed a *Deed of Adherence* and *HM Treasury* has countersigned that *Deed of Adherence*; and
- (d) in relation to an *Eligible Conveyancer*, the date on which that *Eligible Conveyancer* has signed or has otherwise agreed to be bound by the terms of a *Conveyancer Adherence Agreement*.

“Confidential Information” has the meaning given to that term in clause 11(A) (*Confidentiality*).

“Conveyancer Adherence Agreement” means the conveyancer adherence agreement in the form set out in Schedule 8 (*Conveyancer Adherence Agreement*).

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

“Deed of Adherence” means, in relation to an *Eligible ISA Manager*, the deed of adherence in the form set out in Schedule 7 (*Deed of Adherence – Eligible ISA Manager*) and entered into between *HM Treasury* and that *Eligible ISA Manager*.

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

“Data Protection Legislation” means all applicable laws and regulations relating to the protection of personal data and privacy in any applicable jurisdiction, including, without limitation, the EU Data Protection Directive 95/46/EC, the EU Directive on Privacy and

Electronic Communications 2002/58/EC, the *Data Protection Act*, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (S.I. 2003/2426), the Regulation of Investigatory Powers Act 2000, the Data Protection (Processing of Sensitive Personal Data) Order 2000 (S.I. 2000/417), any and all subordinate legislation enacted thereunder and any applicable decisions or guidance (whether statutory or non-statutory) or codes of practice issued by the UK Information Commissioner's Office relating to the processing of personal data, privacy, direct marketing or the Privacy and Electronic Communications (EC Directive) Regulations 2003, all as the same may be amended, replaced or re-enacted from time to time, including, for the avoidance of doubt, and once they come into effect, the proposed EU General Data Protection Regulation, and the proposed EU Directive on the protection of individuals with regard to the processing of personal data by competent authorities for the purposes of prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and the free movement of such data.

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

- (a) the existence, negotiation, validity or enforceability of the *Scheme Rules*;
- (b) the performance or non-performance of a Party's obligations pursuant to the *Scheme Rules*; or
- (c) breach or termination of the *Scheme Rules*.

"Eligible Conveyancer" has the meaning given to that term in clause 4.6(A) (*Eligible Conveyancers*).

"Eligible Customer" has the meaning given to that term in clause 4.7(A) (*Eligible Customer*).

"Eligible Customer Declaration" means, in relation to an *Eligible Customer*, the declaration which that individual gives for the benefit of *HM Treasury* and the *Administrator* when opening a *Help to Buy: ISA*, in the form set out in Schedule 4 (*Eligible Customer Declaration*), or in the form as otherwise notified by the *Administrator* to each *Eligible ISA Manager*.

"Eligible Interest in Land" means a legal interest in land, solely or jointly owned, and situated within the *United Kingdom*, as described in paragraphs (a) and (b) of the definition of *Residential Property Owner*.

"Eligible ISA Manager" has the meaning given to that term in clause 4.1(D) (*Eligible ISA Managers*).

"Eligible Product" has the meaning given to that term in clause 4.2(B) (*Offering Help to Buy: ISA products*).

"Excess Amount" has the meaning given to that term in clause 6.2(A) (*Corrections – overpayment*).

"Fair Processing Information" has the meaning given to that term in clause 10.4(B) (*Data protection*).

"First Time Buyer" means an individual who:

- (a) is not, and never has been, a *Residential Property Owner*; and

- (b) will, by way of sole or joint ownership, become a *Residential Property Owner* in circumstances where:
- (i) the acquisition is of the legal interest in land situated within the *United Kingdom*;
 - (ii) the acquisition is to be funded by a loan that will be secured by a charge by way of *legal mortgage* over the land;
 - (iii) the entirety of the *Bonus* payable to that individual will be applied towards the acquisition;
 - (iv) the *Purchase Price* is:
 - (A) in the case of a property located in *London*, not more than £450,000; or
 - (B) in the case of a property located outside *London*, not more than £250,000;
 - (v) the individual intends to occupy the land as their only or main residence; and
 - (vi) following the acquisition of that interest in land, the individual occupies the land as their only or main residence,

unless with reference to sub-paragraphs (v) and (vi) that individual, as a consequence of being either:

- (A) a member of the Regular Forces or the Reserve Forces (each as defined in section 374 of the Armed Forces Act 2006); or
- (B) the spouse or civil partner of a member of the Regular Forces or the Reserve Forces,

is unable to occupy the land as their only or main residence at the time of the acquisition but intends, in the future, to occupy such land as their only or main residence.

Paragraphs (b)(i) and (ii) above of this definition of “*First Time Buyer*” shall be deemed to include an individual who will acquire an interest in land situated within the *United Kingdom* under the terms of a *Regulated Home Purchase Plan*.

“**First Time Buyer Declaration**” means a declaration by an individual, in the form of words set out in Schedule 5 (*First Time Buyer Declaration*).

“**FOI Act**” means the Freedom of Information Act 2000 and any other laws or regulations relating to the disclosure of information to which *HM Treasury* or the *Administrator* are subject (and *HM Treasury* shall be responsible for determining at its absolute discretion whether it or the *Administrator* is subject to such laws or regulations).

“**FOI Request**” has the meaning given to that term in clause 11(F) (*Confidentiality*).

“**Group**” means, in relation to a person other than a natural person, any holding company and any subsidiary of any holding company of that person for the time being (where “holding company” and “subsidiary” have the meanings given to those terms in the Companies Act 2006).

“**Guideline Documents**” means the *Help to Buy: ISA Manager Guidelines* and the *Conveyancer Guidelines*.

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

“Help to Buy: ISA Element” has the meaning given to that term in clause 4.3(B) (*Assessing a Help to Buy: ISA product*).

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

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

- (a) opening, managing and closing *Help to Buy: ISAs*;
- (b) the ongoing operational requirements for the *Help to Buy: ISA Scheme*;
- (c) branding requirements applicable to *Help to Buy: ISAs* and the *Help to Buy: ISA Scheme* more generally;
- (d) customer marketing and communications in respect of *Help to Buy: ISAs*;
- (e) *Help to Buy: ISA* customer terms and conditions;
- (f) onboarding guidelines, including the processes and assessments to be undertaken by the *Administrator* and *HM Treasury* to assess the eligibility of *ISA Managers* and conveyancers to accede to and participate in the *Help to Buy: ISA Scheme*;
- (g) the protocol for transferring information between an *Eligible ISA Manager* and the *Administrator*; and
- (h) the processing of *Relevant Personal Data* and compliance with *Data Protection Legislation* requirements,

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

“Help to Buy: ISA Reinstatement” has the meaning given to that term in clause 6.8(B) (*Help to Buy: ISA Reinstatements*).

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

“Help to Buy: ISA Transfer” means the transfer, in accordance with the *ISA Regulations* and these *Scheme Rules*, of a *Help to Buy: ISA* from a *Transferring ISA Manager* to a *Recipient ISA Manager*.

“Help to Buy: ISA Website” means the website administered by the *Administrator* through which:

- (a) *Help to Buy: ISA Holders* may access information concerning the *Help to Buy: ISA Scheme*; and
- (b) *Eligible Conveyancers* may submit applications for bonuses and *Payment Requests* in accordance with clause 7 (*Bonus payments*).

“HMRC” means the Commissioners of Her Majesty’s Revenue and Customs.

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

“Indemnifying Party” has the meaning given to that term in clause 8.10(B) (*Indemnity*).

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

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

“legal mortgage” means:

- (a) in relation to land situated in England and Wales, a *legal mortgage* as defined in section 205(1)(xvi) of the Law of Property Act 1925;
- (b) in relation to land situated in Scotland, a heritable security as defined in section 9(2) of the Conveyancing and Feudal Reform (Scotland) 1970; and
- (c) in relation to land situated in Northern Ireland, a mortgage by conveyance, demise, assignment or subdemise or (in the case of lands registered in the Land Registry of Northern Ireland) a legal charge.

“London” means any land, which is determined by the *Administrator*, by reference to the postcode associated with that land, to be located within one of the London boroughs listed in Schedule 9 (*London Boroughs*).

“Maximum First Month Amount” means £1,200.00.

“month” means a calendar month, beginning on the first day of that calendar month and ending on the last day of that calendar month.

“Monthly Allowance” means £200.00.

“Non-compliant Eligible Customer” means an *Eligible Customer* or a *Help to Buy: ISA Holder* who has breached the terms of these *Scheme Rules*.

“Non-compliant Help to Buy: ISA” has the meaning given to that term in clause 5.4(B)(i) (*Multiple Help to Buy: ISAs*).

“Non-Help to Buy Cash ISA” means a *cash account* that is not a *Help to Buy: ISA*.

“Non-Help to Buy ISA” means an *account* that is not a *Help to Buy: ISA*.

“Party” means *HM Treasury*, the *Administrator*, each *Eligible ISA Manager*, each *Eligible Conveyancer*, and each *Help to Buyer: ISA Holder*.

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

“Portfolio ISA” has the meaning given to that term in clause 6.7(C) (*Closing a Help to Buy: ISA – Closing Documents*).

“Product Eligibility Criteria” has the meaning given to that term in clause 4.2(A) (*Offering Help to Buy: ISA products*).

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

“Purchase Price” means:

- (a) in connection with the acquisition of any interest in land other than under the terms of a *Regulated Home Purchase Plan*, the value of the consideration required to be paid, and which is paid, by the purchaser under the sale and

purchase agreement entered into in connection with the acquisition of that interest in land (excluding, for the avoidance of doubt, any consideration attributed to the purchase of any fixtures and/or fittings); and

- (b) in connection with the acquisition of any interest in land under the terms of a *Regulated Home Purchase Plan*, the value of the consideration required to be paid, and which is paid, to the original seller for the legal interest in that land (excluding, for the avoidance of doubt, any consideration attributed to the purchase of any fixtures and/or fittings).

“Recipient ISA Manager” has the meaning given to that term in clause 6.5(B)(i)(b) (*Help to Buy: ISA Transfers*).

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

“Relevant Personal Data” has the meaning given to that term in clause 10 (*Data protection*).

“Representatives” means:

- (a) in relation to *HM Treasury*, the Treasury Solicitor and the officials, employees, agents, professional advisers (including, without limitation, solicitors, auditors, insurers and accountants) and contractors of *HM Treasury*, and of the Treasury Solicitor;
- (b) in relation to the *Administrator*, its employees, agents, professional advisers, (including, without limitation, solicitors, auditors, insurers and accountants) and contractors;
- (c) in relation to an *Eligible ISA Manager*, the directors, officers, employees, agents, professional advisers (including, without limitation, solicitors, auditors, insurers and accountants), contractors and delegates of that *Eligible ISA Manager*; and
- (d) in relation to an *Eligible Conveyancer*, the partners, directors, officers, employees, agents, professional advisers (including, without limitation, solicitors, auditors, insurers and accountants), contractors and delegates of that *Eligible Conveyancer*.

“Residential Property Owner” means an individual who owns an interest in land, whether in the *United Kingdom* or elsewhere, which:

- (a) is:
 - (i) in England or Wales:
 - (a) freehold;
 - (b) leasehold, where the lease was originally granted for a term certain exceeding 21 years; or
 - (c) commonhold; or
 - (ii) in Scotland, registered or recorded, or would be capable of being registered or recorded, as a right of absolute ownership in the Land Register of Scotland or General Register of Sasines in Scotland, as applicable; or
 - (iii) in Northern Ireland:
 - (a) freehold; or

- (b) leasehold, where the lease was originally granted for a term certain exceeding 21 years; or
- (iv) an equivalent interest in land to the interests in land listed in paragraphs (a)(i) to (iii) above under the laws of any jurisdiction outside the *United Kingdom*; and
- (b) comprises a building that is used or suitable for use as a dwelling, or is in the process of being constructed or adapted for such use; and
- (c) (i) was acquired by the individual as a purchaser; or
- (ii) entitles the individual to possession or occupation of that land.

Paragraph (a) above of this definition of “*Residential Property Owner*” shall be deemed to include an individual who has acquired an interest in land situated within the *United Kingdom* under the terms of a *Regulated Home Purchase Plan*.

“**Scheme Rules**” means the *Help to Buy: ISA Scheme Rules* as set out herein.

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

“**Scottish Eligible Conveyancer**” means a person referred to in clause 4.6(A)(i)(b).

“**Transfer History Form**” has the meaning given to that term in paragraph 11.16 of the HMRC Guidance Notes for ISA Managers.

“**Transferring ISA Manager**” has the meaning given to that term in clause 6.5(B) (*Help to Buy: ISA Transfers*).

“**Transitional Period**” means the period beginning on 1 December 2015 and ending on 1 July 2016.

“**United Kingdom**” means Great Britain and Northern Ireland.

“**year**” means a calendar year.

1.2 Construction

- (A) References to “**HM Treasury**”, the “**Administrator**”, an “**Eligible ISA Manager**”, the “**Information Commissioner’s Office**”, and the “**Financial Conduct Authority**” shall be construed so as to include each such person’s successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under these *Scheme Rules*.
- (B) References to any statute, any treaty or any provision of a statute or treaty include references to that statute, treaty or provision as amended, modified, re-enacted or re-adopted from time to time, and to instruments, regulations, orders, directions, guidance or other measures made under it and in force from time to time.
- (C) References to these *Scheme Rules* (or any of them) or to any schedule of these *Scheme Rules*, includes these *Scheme Rules* (or the relevant clause) or schedule as amended, varied, novated or supplemented at any time.
- (D) References to the *Help to Buy: ISA Manager Guidelines* and the *Conveyancer Guidelines* include the *Help to Buy: ISA Manager Guidelines* and the *Conveyancer Guidelines* as amended, supplemented or replaced from time to time.
- (E) References to a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture,

consortium, partnership or other entity (whether or not having separate legal personality).

- (F) In these *Scheme Rules*:
- (i) The defined term “**account**” has the meaning given to that term in Regulation 4 of the *ISA Regulations*.
 - (ii) The term “**cash account**” shall be understood as being an *account* as described in Regulation 4(1A)(a) of the *ISA Regulations*.
 - (iii) The defined terms “**account manager**”, “**current year’s subscriptions**”, “**previous years’ subscriptions**”, “**transferor**”, and “**transferee**” shall have the meanings given to those terms in Regulation 21(1) and Regulation 21(2) of the *ISA Regulations*.
- (G) “£” denotes the lawful currency of the United Kingdom.
- (H) Unless the context requires otherwise, the singular includes the plural and vice versa.
- (I) Use of any gender includes the other gender and use of “they” and “their” shall include an individual of either gender.
- (J) The date on which a *Help to Buy: ISA Holder* makes a payment into their *Help to Buy: ISA* shall be deemed to be the date on which that *Help to Buy: ISA Holder* gives the instruction to:
- (i) the “**bank**” (as that term is defined in section 2 of the Banking Act 2009), the “**building society**” (as that term is defined in section 119 of the Building Societies Act 1986), or the “**credit union**” (as that term is defined in section 31 of the Credit Unions Act 1979) to pay funds into their *Help to Buy: ISA* regardless of whether that *bank*, *building society* or *credit union* is the *Eligible ISA Manager* of their *Help to Buy: ISA* or not; or
 - (ii) to the *Eligible ISA Manager* that manages their *Help to Buy: ISA*, to collect funds from a deposit account held with a bank, building society or credit union to be paid into their *Help to Buy: ISA*.

1.3 Contracts (Rights of Third Parties) Act 1999

The *Parties* do not intend that any term of these *Scheme Rules* should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, or otherwise in any jurisdiction of the *United Kingdom* by any person who is not a *Party*.

PART III – ESTABLISHING THE HELP TO BUY: ISA SCHEME

2. Commencement of the Help to Buy: ISA Scheme

2.1 Commencement

- (A) On 1 December 2015 *HM Treasury* published the *Scheme Rules* of the *Help to Buy: ISA Scheme* and the *Scheme Rules* come into effect on that date.
- (B) Each of *HM Treasury*, the *Administrator*, each *Eligible Customer*, each *Eligible ISA Manager*, and each *Eligible Conveyancer* shall become a *Party* to, and be bound by, these *Scheme Rules*, on and from the *Commencement Date* relating to each such *Party*.

2.2 Interaction with existing ISA Regulations

Participation in the *Help to Buy: ISA Scheme*, and the operation and management of *Help to Buy: ISAs* are subject to:

- (A) these *Scheme Rules*;
- (B) the *ISA Regulations*; and
- (C) the legislation, rules, regulations and other statutory instruments of the *United Kingdom* that apply to *cash account* individual savings accounts.

For the avoidance of doubt, the ability of *HMRC* to take action in respect of any *Help to Buy: ISA* that is operated in breach of the *ISA Regulations* (or any other applicable law, rule, regulation or statutory instrument) is in no way limited by these *Scheme Rules*, and *HMRC* are therefore entitled to take such action in the same way as they would in respect of any other cash individual savings account.

2.3 Help to Buy: ISA Manager Guidelines and Conveyancer Guidelines

- (A) These *Scheme Rules* shall be supplemented by, and shall be interpreted in accordance with, the *Help to Buy: ISA Manager Guidelines* and the *Conveyancer Guidelines*.
- (B) *Eligible ISA Managers* shall be required to comply with the *Help to Buy: ISA Manager Guidelines*.
- (C) *Eligible Conveyancers* shall be required to comply with the *Conveyancer Guidelines*.
- (D) In the event of any inconsistency between either of the *Help to Buy: ISA Manager Guidelines* or the *Conveyancer Guidelines* and these *Scheme Rules*, these *Scheme Rules* shall take precedence.

2.4 Acts of third parties

Each *Eligible ISA Manager*:

- (A) shall procure that any third party administrator or *Representative* engaged by the *Eligible ISA Manager* or another member of that *Eligible ISA Manager's Group* in relation to each *Help to Buy: ISA* will comply with all obligations under these *Scheme Rules* that are expressed to be applicable to an *Eligible ISA Manager*; and
- (B) shall be responsible for all acts and omissions of any such third party administrator or *Representative* to the same extent as if such acts and omissions were performed or not performed, as applicable, by it.

3. Roles and Responsibilities of the Parties

This clause 3 (*Roles and Responsibilities of the Parties*) describes the roles and responsibilities of *HM Treasury*, the *Administrator*, each *Eligible ISA Manager* and each *Eligible Conveyancer* under the *Scheme Rules*. The roles and responsibilities of each *Party* are set out in the remainder of these *Scheme Rules*.

3.1 HM Treasury

HM Treasury shall be responsible, in each case as set out more fully in these *Scheme Rules*, for:

- (A) publishing these *Scheme Rules*, amending them from time to time in accordance with clause 13 (*Amendments*), and monitoring compliance with these *Scheme Rules* by the other *Parties*;
- (B) making available to the *Administrator* sufficient funds to allow the *Administrator* to pay each *Bonus* that is claimed in accordance with the *Scheme Rules*;
- (C) approving, in accordance with the *Scheme Rules*, *ISA Managers* as fit and proper persons to participate in the *Help to Buy: ISA Scheme* and authorising their accession to the *Help to Buy: ISA Scheme*;
- (D) approving, in accordance with the *Scheme Rules*, *Help to Buy: ISA* products as *Eligible Products*; and
- (E) in conjunction with the *Administrator*, making information requests, and undertaking investigations and audits and imposing sanctions for breaches of the *Scheme Rules*.

3.2 The Administrator

The *Administrator* shall be responsible, in each case as set out more fully in these *Scheme Rules*, for:

- (A) administering the *Help to Buy: ISA Scheme* in accordance with the *Scheme Rules* and in the manner agreed with *HM Treasury* from time to time; and
- (B) publishing, amending and supplementing the *Help to Buy: ISA Manager Guidelines* and the *Conveyancer Guidelines*.
- (C) reviewing whether an *ISA Manager* should be considered to be an *Eligible ISA Manager*, and making a report, containing a recommendation, to *HM Treasury* in that respect;
- (D) determining the eligibility of persons to accede to the *Help to Buy: ISA Scheme* as *Eligible Conveyancers*;
- (E) receiving, processing and analysing data from *Eligible ISA Managers* in relation to *Help to Buy: ISAs* managed by them;
- (F) monitoring participation in the *Help to Buy: ISA Scheme* by *Eligible ISA Managers*, *Help to Buy: ISA Holders* and *Eligible Conveyancers*;
- (G) monitoring and assessing compliance with the *Scheme Rules* by *Eligible ISA Managers*, *Help to Buy: ISA Holders* and *Eligible Conveyancers*; and
- (H) receiving, reviewing and processing applications for *Bonus* payments in accordance with the *Scheme Rules*.

3.3 Eligible ISA Managers

Each *Eligible ISA Manager* shall be responsible, in each case as set out more fully in these *Scheme Rules*, for:

- (A) submitting *Help to Buy: ISA* products to *HM Treasury* for approval if and when required by clause 4.2 (*Offering Help to Buy: ISA products*) of these *Scheme Rules*;
- (B) offering to the public and managing *Eligible Products* in accordance with the *Scheme Rules*;
- (C) accepting individuals as *Help to Buy: ISA Holders* in accordance with the *Scheme Rules* and the internal practices and procedures of the relevant *Eligible ISA Manager*, and collecting, retaining and, if requested, sending to the *Administrator* the *Eligible Customer Declarations* made by individuals in order to become *Eligible Customers*;
- (D) making available to individuals, including *Help to Buy: ISA Holders*, such documents and information as is required by the *Scheme Rules*, including information relating to the eligibility criteria to be satisfied in order to be an *Eligible Customer* and to claim a *Bonus*;
- (E) providing *Closing Documents* to *Help to Buy: ISA Holders* when required by these *Scheme Rules*;
- (F) sending to the *Administrator* such information as is required in accordance with these *Scheme Rules* and the *Help to Buy: ISA Manager Guidelines*; and
- (G) complying with these *Scheme Rules* and the *Help to Buy: ISA Manager Guidelines*.

3.4 Eligible Conveyancers

Each *Eligible Conveyancer* shall be responsible, in each case as set out more fully in these *Scheme Rules*, for:

- (A) making applications for *Bonus* payments on behalf of *Help to Buy: ISA Holders* in accordance with these *Scheme Rules*;
- (B) verifying that *Help to Buy: ISA Holders* satisfy the criteria set out in these *Scheme Rules* for the purposes of making applications for *Bonus* payments;
- (C) collecting and sending to the *Administrator* the *Closing Documents*, and *First Time Buyer Declarations* provided by *Eligible Customers* for the purposes of *Bonus* claims; and
- (D) complying with these *Scheme Rules* and the *Conveyancer Guidelines*.

3.5 Limitation of liability of HM Treasury and the Administrator

- (A) The aggregate liability of the *Administrator* or *HM Treasury* in relation to any claim brought by or in respect of any *Help to Buy: ISA Holder*, against *HM Treasury*, the *Administrator*, or any other *Party* to the *Scheme Rules* at any time, whether in contract, tort (including negligence) or otherwise, shall be limited to the amount of the *Bonus* which that *Help to Buy: ISA Holder* would have been entitled to claim in respect of their *Help to Buy: ISA* under clause 7 (*Bonus payments*) at the time that any claim by or in respect of that *Help to Buy: ISA Holder* arose.
- (B) The *Administrator* shall only be obliged to pay a *Bonus* in accordance with clause 7.6(B)(i) (*Payment of the Bonus*) to the extent that *HM Treasury* has

made available to the *Administrator* sufficient funds for the payment of that *Bonus*.

3.6 No Regulated Activity

Notwithstanding any other provision of the *Scheme Rules*, the *Parties* agree that nothing contained herein shall oblige the *Administrator* to undertake any activity which requires it to become authorised or regulated by the Financial Conduct Authority, including any activity that constitutes a Regulated Activity (which shall have the definition set out in section 22 of the Financial Services and Markets Act 2000 and Part II of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 as amended from time to time).

4. Eligible ISA Managers, Eligible Products, Eligible Conveyancers and Eligible Customers

4.1 Eligible ISA Managers

- (A) An *ISA Manager* shall not offer *Help to Buy: ISA* products to the public or operate *Help to Buy: ISA* products as contemplated by these *Scheme Rules* or otherwise unless it is an *Eligible ISA Manager*.
- (B) An *ISA Manager* must apply to the *Administrator* to participate in the *Help to Buy: ISA Scheme* as an *Eligible ISA Manager*. The *Administrator* shall prepare a report in respect of that *ISA Manager*, detailing whether such *ISA Manager*:
 - (i) is an *account manager*;
 - (ii) has demonstrated to the satisfaction of the *Administrator* that it has adequate systems and controls in place to ensure that any *Help to Buy: ISA* offered by that *ISA Manager* will be operated in accordance with these *Scheme Rules*; and
 - (iii) has completed the onboarding process, as set out in the *Help to Buy: ISA Manager Guidelines*, to the satisfaction of the *Administrator*.
- (C) *HM Treasury* may, at its sole discretion, and taking into consideration the report prepared by the *Administrator* in accordance with paragraph (B) above, determine whether or not an *ISA Manager* is a fit and proper person to participate in the *Help to Buy: ISA Scheme*.
- (D) Where *HM Treasury* determines in accordance with paragraph (C) above that an *ISA Manager* is a fit and proper person to participate in the *Help to Buy: ISA Scheme*, the *ISA Manager* shall sign a *Deed of Adherence*, and *HM Treasury* shall counter-sign that *Deed of Adherence*, at which point the *ISA Manager* shall become an “**Eligible ISA Manager**”.
- (E) *HM Treasury* shall, in accordance with these *Scheme Rules*, be entitled to make a determination that an *ISA Manager* has ceased to be an *Eligible ISA Manager*, in which case such *ISA Manager* shall cease to be an *Eligible ISA Manager*.

4.2 Offering Help to Buy: ISA products

- (A) An *Eligible ISA Manager* shall not:
 - (i) offer a *Help to Buy: ISA* product to the public unless it is an *Eligible Product*; or
 - (ii) offer to the public any *Help to Buy: ISA* products unless and until:
 - (a) it has submitted to *HM Treasury* the first *Help to Buy: ISA* product that it proposes to offer to the public for assessment in

accordance with clause 4.3 (*Assessing a Help to Buy: ISA product*) below or, where it proposes to offer more than one *Help to Buy: ISA* product to the public at the same time and it has not offered *Help to Buy: ISA* products to the public before, one of those proposed *Help to Buy: ISA* products; and

- (b) it has received a notification from *HM Treasury* that the proposed *Help to Buy: ISA* product satisfies the criteria contained in clause 4.3(A)(i)(a) to (c) (*Assessing a Help to Buy: ISA product*) below (the “**Product Eligibility Criteria**” and the *Help to Buy: ISA* product, once this confirmation is received, the “**Approved Product**”).

(B) An “**Eligible Product**” is a *Help to Buy: ISA* product which:

- (i) is an *Approved Product*; or
- (ii) any other *Help to Buy: ISA* product which is offered by an *Eligible ISA Manager* to the public on and from the time that *HM Treasury* has notified the *Eligible ISA Manager* that its first *Help to Buy: ISA* product satisfies the *Product Eligibility Criteria*, and in respect of which the *Help to Buy: ISA Elements* are materially consistent with those of an *Approved Product* offered by that *Eligible ISA Manager*.

4.3 Assessing a Help to Buy: ISA product

(A) Once an *Eligible ISA Manager* has submitted to *HM Treasury* the first *Help to Buy: ISA* product that it proposes to offer to the public in accordance with clause 4.2(A)(ii)(a) (*Offering Help to Buy: ISA products*) above or any further *Help to Buy: ISA* product in accordance with clause 4.4 (*Submitting further Help to Buy: ISA products for assessment*) below, *HM Treasury* shall:

- (i) assess whether:
 - (a) the terms and conditions of that proposed *Help to Buy: ISA* product comply with the *Help to Buy: ISA Manager Guidelines* and are consistent with the intent and purpose of the *Help to Buy: ISA Scheme*;
 - (b) the branding of that proposed *Help to Buy: ISA* product complies with the *Help to Buy: ISA Manager Guidelines* and is consistent with the intent and purpose of the *Help to Buy: ISA Scheme*;
 - (c) the marketing and communications materials to be provided by the *Eligible ISA Manager* to members of the public in connection with such proposed *Help to Buy: ISA* product comply with the *Help to Buy: ISA Manager Guidelines* and are consistent with the intent and purpose of the *Help to Buy: ISA Scheme*; and
- (ii) determine, in consultation with the *Eligible ISA Manager* for such *Help to Buy: ISA* product, its *Help to Buy: ISA Elements*.

(B) In this clause 4.3 (*Assessing a Help to Buy: ISA product*), the “**Help to Buy: ISA Elements**” mean, in respect of a *Help to Buy: ISA* product:

- (i) the criteria (if any) that an individual must satisfy, in addition to the criteria set out in the definition of “*Eligible Customer*”, in order to open that *Help to Buy: ISA* product;

- (ii) the terms and conditions of that *Help to Buy: ISA* product that permit that *Help to Buy: ISA Holder* to require a *Help to Buy: ISA Reinstatement* in accordance with clause 6.8 (*Help to Buy: ISA Reinstatements*);
 - (iii) the requirements (in each case, if any) for, or inducements to, the opening, purchasing or acquiring of any other financial products or services offered by the relevant *Eligible ISA Manager* or another member of that *Eligible ISA Manager's Group* contained in the terms and conditions of that *Help to Buy: ISA* product; and
 - (iv) the use of *Help to Buy: ISA Scheme* logos and branding in the marketing and communications documents constituting "*financial promotions*" (as the term "*financial promotions*" is defined in the Financial Conduct Authority Handbook) to be provided to individuals seeking to open a *Help to Buy: ISA*.
- (C) Once an *Eligible ISA Manager* has made an application for an assessment of a proposed *Help to Buy: ISA* product in accordance with paragraph (A) above, *HM Treasury* shall, within the timeframes specified in the *Help to Buy: ISA Manager Guidelines*, notify that *Eligible ISA Manager*:
- (i) that the proposed *Help to Buy: ISA* product satisfies the *Product Eligibility Criteria* and may be offered to the public; or
 - (ii) that the proposed *Help to Buy: ISA* product is not an *Eligible Product* and may not be offered to the public.
- (D) Where, in accordance with paragraph (C)(i) above, *HM Treasury* notifies an *Eligible ISA Manager* that the proposed *Help to Buy: ISA* product satisfies the *Product Eligibility Criteria* and may be offered to the public, *HM Treasury* shall also notify the *Eligible ISA Manager* of the *Help to Buy: ISA Elements* of that *Help to Buy: ISA* product.
- (E) Where, in accordance with paragraph (C)(ii) above, *HM Treasury* notifies an *Eligible ISA Manager* that a proposed *Help to Buy: ISA* product does not satisfy the *Product Eligibility Criteria*, *HM Treasury* shall provide the *Eligible ISA Manager* with notice of the amendments that are necessary for that proposed *Help to Buy: ISA* to meet the *Product Eligibility Criteria*. An *Eligible ISA Manager* may only resubmit a *Help to Buy: ISA* product for assessment if it has complied with the requirements of such notice.

4.4 Submitting further *Help to Buy: ISA* products for assessment

Once *HM Treasury* has notified an *Eligible ISA Manager* that the first *Help to Buy: ISA* product that it proposes to offer to the public is an *Approved Product*, an *Eligible ISA Manager* shall not offer to the public any other *Help to Buy: ISA* product in respect of which a *Help to Buy: ISA Element* is materially inconsistent with the corresponding *Help to Buy: ISA Element* of each other *Approved Product* of that *Eligible ISA Manager*, unless and until:

- (A) the *Eligible ISA Manager* has submitted that proposed *Help to Buy: ISA* product to *HM Treasury* for assessment in accordance with clause 4.3 (*Assessing a Help to Buy: ISA product*) above; and
- (B) *HM Treasury* has notified the *Eligible ISA Manager* that the proposed *Help to Buy: ISA* product satisfies the *Product Eligibility Criteria* and has notified the *Eligible ISA Manager* of the *Help to Buy: ISA Elements* of that *Help to Buy: ISA* product.

4.5 Amending Help to Buy: ISA Elements of Eligible Products

Where an *Eligible ISA Manager* proposes to amend a *Help to Buy: ISA Element* of an *Eligible Product* that is already held by a *Help to Buy: ISA Holder*, in a manner that results in that *Help to Buy: ISA Element* being materially inconsistent with the corresponding *Help to Buy: ISA Element* of each *Approved Product* of that *Eligible ISA Manager*, it shall not make that amendment unless and until:

- (A) the *Eligible ISA Manager* has submitted that proposed amendment to *HM Treasury* for assessment in accordance with clause 4.3 (*Assessing a Help to Buy: ISA product*) above; and
- (B) *HM Treasury* has notified the *Eligible ISA Manager* that the proposed amendment to the *Help to Buy: ISA Element* satisfies the *Product Eligibility Criteria* and has notified the *Eligible ISA Manager* of the amended form of that *Help to Buy: ISA Element*.

4.6 Eligible Conveyancers

- (A) A person shall only be entitled to act on behalf of an *Eligible Customer* to claim a *Bonus* in accordance with the *Scheme Rules* if they are an *Eligible Conveyancer*. A person is an “**Eligible Conveyancer**” if they:
 - (i) are:
 - (a) in England and Wales, a “conveyancer” as defined under section 217A of the Land Registration Scheme Rules 2003;
 - (b) in Scotland:
 - (1) a “solicitor” or “advocate” as defined under section 65 of the Solicitors (Scotland) Act 1980; or
 - (2) a “conveyancing practitioner” as defined under section 23 of the Law Reform (Miscellaneous Provisions) (Scotland) 1990; or
 - (c) in Northern Ireland, a person enrolled as a solicitor of the Court of Judicature of Northern Ireland pursuant to the Solicitors (Northern Ireland) Order 1976,

each such person described in this paragraph 4.6(A)(i) above, a “**Regulated Conveyancer**”;
 - (ii) have completed any onboarding procedures or checks as set out in the *Conveyancer Guidelines*;
 - (iii) have signed or otherwise agreed to be bound by the terms of the *Conveyancer Adherence Agreement* in the manner required by the *Conveyancer Guidelines*; and
 - (iv) have received a notification from the *Administrator*, in the form provided for in the *Conveyancer Guidelines*, that the person satisfies the requirements set out in the *Conveyancer Guidelines* to be an *Eligible Conveyancer*.
- (B) The *Administrator* shall, in accordance with these *Scheme Rules* and the *Conveyancer Guidelines*, be entitled to make a determination that a person has ceased to be an *Eligible Conveyancer*, in which case they shall cease to be an *Eligible Conveyancer*.

4.7 Eligible Customer

- (A) A person shall only be permitted to open a *Help to Buy: ISA* if they are an *Eligible Customer*. A person is an “**Eligible Customer**” if they open a *Help to Buy: ISA* with an *Eligible ISA Manager* on or before 30 November 2019 and they:
- (i) are 16 years of age or over;
 - (ii) have a valid National Insurance number;
 - (iii) are resident in the *United Kingdom*, or:
 - (a) though not resident in the *United Kingdom*, have general earnings from overseas Crown employment subject to *United Kingdom* tax within the meaning given by section 28 of the Income Tax (Earnings and Pensions) Act 2003, or
 - (b) though not resident in the *United Kingdom*, are married to or in a civil partnership with a person mentioned in paragraph (A)(iii)(a) above;
 - (iv) have not exceeded in that year of assessment (as that term is used in the *ISA Regulations*) the overall subscription limit in Regulation 4ZA(1) of the *ISA Regulations*;
 - (v) have not subscribed, and will not subscribe, to a *cash account* (as described in Regulation 4(1A)(a) of the *ISA Regulations*) other than the *Help to Buy: ISA* in any year of assessment (as that term is used in the *ISA Regulations*) in which a subscription is made to the *Help to Buy: ISA* held by that individual. For the avoidance of doubt this, this paragraph (A)(v) shall not prevent an individual from subscribing to multiple *ISA* products within an individual savings account; and
 - (vi) have not previously received payment of a *Bonus*, unless the full amount of such *Bonus* has subsequently been repaid to the *Administrator* in accordance with these *Scheme Rules*; and
 - (vii) are not, and never have been, a *Residential Property Owner*.
- (B) Following the death of a *Help to Buy: ISA Holder*, no other individual shall be entitled to make a claim for a *Bonus* in respect of funds held in the *Help to Buy: ISA* of that deceased *Help to Buy: ISA Holder*.

PART IV – OPERATION OF THE HELP TO BUY: ISA SCHEME

5. Opening a Help to Buy: ISA

5.1 Requirements for initial communications with Help to Buy: ISA Holders

An *Eligible ISA Manager* shall make available to each person who asks to apply to open a *Help to Buy: ISA* managed by that *Eligible ISA Manager* the information and documents listed in Schedule 1 (*Customer information*).

5.2 Eligible Customer Declaration

- (A) An *Eligible ISA Manager* shall not open a *Help to Buy: ISA* for an individual without first obtaining an *Eligible Customer Declaration* from that individual.
- (B) Each *Eligible ISA Manager* may devise the manner in which the *Eligible Customer Declaration* is made. Each such *Eligible Customer Declaration* shall be capable of being copied, reproduced and shared in electronic format.
- (C) Each *Eligible ISA Manager* shall retain each *Eligible Customer Declaration* for at least seven years from the date that the *Eligible Customer Declaration* is made, and shall, promptly upon a request made by the *Administrator*, provide a copy of any *Eligible Customer Declaration* to the *Administrator*.

5.3 Restrictions on opening a Help to Buy: ISA

- (A) An *Eligible Customer* shall only be entitled to open (and hold) one *Help to Buy: ISA* at any time. An *Eligible Customer* shall not be restricted from opening a *Help to Buy: ISA* if that *Eligible Customer* has previously held a *Help to Buy: ISA*, provided that any previously held *Help to Buy: ISA* is no longer open.
- (B) An *Eligible Customer* shall not be entitled to open, subscribe to, transfer into or hold a *Help to Buy: ISA* if opening, subscribing to, transferring into or holding such *Help to Buy: ISA* would be in breach of the provisions of the *ISA Regulations*.

5.4 Multiple Help to Buy: ISAs

- (A) If a *Non-compliant Eligible Customer*, in breach of clause 5.3(A) (*Restrictions on opening a Help to Buy: ISA*), holds more than one *Help to Buy: ISA* at any time, the *Help to Buy: ISA* with the earliest *Account Opening Date* will be the only valid *Help to Buy: ISA*.
- (B) The *Administrator* shall monitor the information provided in accordance with clause 8.2 (*Submission of Help to Buy: ISA*) to identify any breaches of clause 5.3(A) (*Restrictions on opening a Help to Buy: ISA*) above. Where the *Administrator* identifies a breach by a *Non-compliant Eligible Customer* of clause 5.3(A) (*Restrictions on opening a Help to Buy: ISA*), the *Administrator* shall:
 - (i) identify, as among the *Help to Buy: ISAs* opened and held by that *Non-compliant Eligible Customer*, the *Help to Buy: ISA* with the earliest *Account Opening Date*. Each other *Help to Buy: ISA* held by such *Non-compliant Eligible Customer* shall be a “**Non-compliant Help to Buy: ISA**”;
 - (ii) notify each *Eligible ISA Manager* of each *Non-compliant Help to Buy: ISA* that the relevant *Non-compliant Help to Buy: ISA* is not valid for the purposes of the *Help to Buy: Scheme*, due to a breach of clause 5.3(A) (*Restrictions on opening a Help to Buy: ISA*) of the *Scheme Rules*, and that any funds held in each such *Non-compliant Help to Buy: ISA* will not be eligible for a *Bonus*; and

- (iii) require each *Eligible ISA Manager* of each *Non-compliant Help to Buy: ISA* to notify the *Non-compliant Eligible Customer* that their account is a *Non-compliant Help to Buy: ISA* and that any funds held in such *Non-compliant Help to Buy: ISA* will not be eligible for a *Bonus*.

5.5 HMRC action – Help to Buy: ISAs

- (A) In the event that *HMRC* requires an *Eligible ISA Manager* to close a *Help to Buy: ISA* on the basis that it is not “eligible for repair” (as that term is used under and for the purposes of Regulation 4A of the *ISA Regulations*), that *Eligible ISA Manager* shall notify the *Administrator* of this. An *Eligible Customer* shall not be entitled to claim a *Bonus* in respect of amounts paid into any such *Help to Buy: ISA*.
- (B) In the event that *HMRC* “repairs” (as that term is used under and for the purposes of Regulation 4A of the *ISA Regulations*) a *Help to Buy: ISA*, or determines that a *Help to Buy: ISA* is “eligible for the relief in paragraph (2)” of Regulation 4B(1) of the *ISA Regulations* (as the term “eligible for the relief in paragraph (2)” is used under and for the purposes of Regulation 4B(1) of the *ISA Regulations*), an *Eligible Customer* shall remain entitled to claim a *Bonus* in respect only of amounts paid into, and that remain in, that *Help to Buy: ISA*, following the application by *HMRC* of such relief.

6. Operating Help to Buy: ISAs

6.1 Maximum First Month Amount and Monthly Allowance

- (A) A *Help to Buy: ISA Holder* shall be entitled to pay in aggregate up to the *Maximum First Month Amount* into their *Help to Buy: ISA* in the first month in which they pay any amounts into their *Help to Buy: ISA*. For the avoidance of doubt, a *Help to Buy: ISA Holder* shall not be entitled to pay a further *Maximum First Month Amount* into a *Help to Buy: ISA* following a *Help to Buy: ISA Transfer*.
- (B) A *Help to Buy: ISA Holder* shall be entitled to pay in aggregate up to the *Monthly Allowance* into their *Help to Buy: ISA* in each month following the first month in which they pay amounts into their *Help to Buy: ISA*.
- (C) Except for the first month in which a *Help to Buy: ISA Holder* pays any amounts into their *Help to Buy: ISA*, an *Eligible ISA Manager* shall not require a *Help to Buy: ISA Holder* to pay a minimum amount into a *Help to Buy: ISA* in any month.
- (D) In the month in which a *Help to Buy: ISA Transfer* occurs, a *Help to Buy: ISA Holder* shall be entitled to pay, at their option and in aggregate, up to the *Monthly Allowance* into either their existing *Help to Buy: ISA* or their new *Help to Buy: ISA*.
- (E) An *Eligible ISA Manager* shall take steps, in accordance with clause 6.2 (*Corrections – overpayment*) below, to correct any payment in excess of (as relevant) the *Maximum First Month Amount* or the *Monthly Allowance*.

6.2 Corrections – overpayment

- (A) Each *Eligible ISA Manager* shall, in respect of each *Help to Buy: ISA Holder* for whom it manages a *Help to Buy: ISA*, ensure that a *Help to Buy: ISA Holder* does not make a payment into their *Help to Buy: ISA*, or shall correct any payment once it has been identified by the *Eligible ISA Manager*, in an amount in excess of:
 - (i) in the month in which the *Account Opening Date* occurs, the *Maximum First Month Amount*; and

- (ii) in each *month* following the first month in which the *Help to Buy: ISA Holder* pays amounts into their *Help to Buy: ISA*, the *Monthly Amount*,

(each such amount paid in excess of the permitted threshold, being an “**Excess Amount**”).

- (B) Where the *Administrator* identifies that a *Help to Buy: ISA Holder* has paid an *Excess Amount* into a *Help to Buy: ISA* in any month, it shall give a direction to the *Eligible ISA Manager* that manages that *Help to Buy: ISA* to correct any such payment of an *Excess Amount* and that *Eligible ISA Manager* shall correct that *Excess Amount* payment in the manner that the *Eligible ISA Manager* chooses within such period as is specified in the *Help to Buy: ISA Manager Guidelines*.

6.3 Requirements for ongoing communications with Help to Buy: ISA Holders

Each *Eligible ISA Manager* shall, at least once each *year*, send a written communication to each *Help to Buy: ISA Holder* who holds a *Help to Buy: ISA* that it manages, reminding each such *Help to Buy: ISA Holder* of the criteria listed in Schedule 1 (*Customer information*) and that each *Help to Buy: ISA Holder* must continue to satisfy those criteria in order to participate in the *Help to Buy: ISA Scheme* and apply for the payment of a *Bonus*.

6.4 Ongoing compliance with branding requirements

Each *Eligible ISA Manager* shall ensure, and shall ensure that each other member of its *Group* (and its and their *Representatives*) shall also ensure, that any written material (including website content and any names or logos) placed in the public domain or used for the purposes of publicising, promoting, explaining or recommending the *Help to Buy: ISA Scheme* shall be in a form permitted by the *Help to Buy: ISA Manager Guidelines* or in a form otherwise approved by the *Administrator*.

6.5 Help to Buy: ISA Transfers

- (A) Each *Help to Buy: ISA Transfer* shall be subject to the *ISA Regulations* applicable to transfers of *accounts* between *ISA Managers*.
- (B) When a *Help to Buy: ISA Transfer* is being undertaken:
 - (i) the *Eligible ISA Manager* that is transferring the *Help to Buy: ISA* (the “**Transferring ISA Manager**”) shall:
 - (a) provide the information listed in Schedule 2 (*Help to Buy: ISA Transfer information*); and
 - (b) notify the *Eligible ISA Manager* to whom the *Help to Buy: ISA* is being transferred (the “**Recipient ISA Manager**”) that the *account* being transferred is a *Help to Buy: ISA*, in the manner and at the time specified in the *Help to Buy: ISA Manager Guidelines*; and
 - (ii) by completing and providing to the *Recipient ISA Manager* a *Transfer History Form* in respect of the relevant *Help to Buy: ISA*, the *Transferring ISA Manager* shall be deemed to confirm to the *Recipient ISA Manager* that for the period during which the *Transferring ISA Manager* has operated the relevant *Help to Buy: ISA*, that *Help to Buy: ISA* has been operated in accordance with these *Scheme Rules*.

6.6 No restrictions on Help to Buy: ISA Transfers

An *Eligible ISA Manager* shall not place any restrictions (other than a restriction permitted by the *ISA Regulations*) on the ability of an individual to initiate a *Help to Buy: ISA Transfer*.

6.7 Closing a Help to Buy: ISA – Closing Documents

- (A) A *Help to Buy: ISA Holder* shall be entitled at any point to request the *Eligible ISA Manager* of their *Help to Buy: ISA* to close their *Help to Buy: ISA*. Upon such request, an *Eligible ISA Manager* shall make *Closing Documents* available to the *Help to Buy: ISA Holder* within seven *Business Days* of that *Help to Buy: ISA* being closed.
- (B) If a *Help to Buy: ISA Holder* transfers their *Help to Buy: ISA* to a *Non-Help to Buy: ISA*:
 - (i) the *Help to Buy: ISA Holder* shall be treated for the purposes of the *Help to Buy: ISA Scheme* as having made a request to close their *Help to Buy: ISA*;
 - (ii) the *Eligible ISA Manager* of that *Help to Buy: ISA* shall provide to the *Help to Buy: ISA Holder* within seven *Business Days* of that *Help to Buy: ISA* being closed:
 - (a) *Closing Documents*; or
 - (b) a letter (a “**Closing Letter**”), provided on the letterhead or branded stationery of that *Eligible ISA Manager*, in a form capable of being copied, reproduced and shared in electronic format notifying the *Help to Buy: ISA Holder*:
 - (1) that the *Help to Buy: ISA* has been closed;
 - (2) that in order to claim a *Bonus*, the *Help to Buy: ISA Holder* must provide to an *Eligible Conveyancer* *Closing Documents* in respect of the relevant *Help to Buy: ISA*; and
 - (3) the steps the *Help to Buy: ISA Holder* shall take to request such *Closing Documents*;
 - (iii) where a *Help to Buy: ISA Holder* requests *Closing Documents* in accordance with the instructions provided in a *Closing Letter*, the relevant *Help to Buy: ISA Manager* shall make the *Closing Documents* available to the *Help to Buy: ISA Holder* within seven *Business Days* of that request; and
 - (iv) for the avoidance of doubt, clause 7.3 (*Time frame for applying for the Bonus*) shall apply to any claim for a *Bonus* that an *Eligible Conveyancer* makes on behalf of such a *Help to Buy: ISA Holder* closing their *Help to Buy: ISA* in the manner provided in this paragraph (B) or in paragraph (C) below.
- (C) Where:
 - (i) an *Eligible ISA Manager* offers an individual savings *account* product, which is treated by *HMRC* for the purposes of the *ISA Regulations* as a single *account*, but that comprises a *Help to Buy: ISA* product and other “financial products” (as the term “financial product” is used in the Financial Conduct Authority Handbook) (a “**Portfolio ISA**”); and

- (ii) an *Eligible Customer*, who holds a *Portfolio ISA* with that *Eligible ISA Manager* that contains a *Help to Buy: ISA*:
 - (a) requests the relevant *Eligible ISA Manager* to close their *Help to Buy: ISA* product; or
 - (b) transfers all of the funds in their *Help to Buy: ISA* product to a *Non-Help to Buy ISA* product, whether or not the *Non Help to Buy: ISA* product is contained within the relevant *Portfolio ISA*,

that *Eligible ISA Manager* shall, in accordance with the *Help to Buy: ISA Manager Guidelines*, provide to the *Help to Buy: ISA Holder* within seven *Business Days* of that *Help to Buy: ISA* being closed as described in paragraph (C)(ii)(a) above or that *Help to Buy: ISA* being transferred to a *Non-Help to Buy: ISA* product as described in paragraph (C)(ii)(b) above, *Closing Documents* or a *Closing Letter*.

- (D) When a *Help to Buy: ISA* is closed in accordance with paragraphs (A),(B) or (C) above, the *Eligible ISA Manager* shall inform the *Administrator* that the relevant *Help to Buy: ISA* has been closed. This notification shall include details of the *Account Closing Date*.

6.8 Help to Buy: ISA Reinstatements

- (A) Subject to providing to the relevant *Eligible ISA Manager* a *Purchase Failure Notice*, an individual who has closed a *Help to Buy: ISA* in accordance with clause 6.7 (*Closing a Help to Buy: ISA – Closing Documents*) above for the purposes of making a claim for a *Bonus* under clause 7 (*Bonus payments*) of these *Scheme Rules* shall be entitled, within 12 months of the *Account Closing Date* for that *Help to Buy: ISA*, to:
 - (i) require the *Eligible ISA Manager* of that *Help to Buy: ISA* to re-open their *Help to Buy: ISA* and to permit to be paid into such *Help to Buy: ISA* all of the funds that had been held in that *Help to Buy: ISA* as at the date that it was closed in accordance with clauses 6.7 (*Closing a Help to Buy: ISA – Closing Documents*) above (such funds, the “**Closing Date Funds**”), and the *Eligible ISA Manager* shall, where it is possible to re-open the *Help to Buy: ISA*, re-open such *Help to Buy: ISA* and permit the *Closing Date Funds* to be paid into such *Help to Buy: ISA*; or
 - (ii) where it is not possible for the relevant *Eligible ISA Manager* to re-open the *Help to Buy: ISA* previously held by that *Help to Buy: ISA Holder* as contemplated by paragraph (A)(i) above, and provided the *Help to Buy: ISA Manager* continues to offer any *Help to Buy: ISA* products to the public, require the *Eligible ISA Manager* of that *Help to Buy: ISA* to open another *Help to Buy: ISA* and permit the *Help to Buy: ISA Holder* to pay the whole of the *Closing Date Funds* into that *Help to Buy: ISA*, and the *Eligible ISA Manager* shall open such other *Help to Buy: ISA* and permit the *Closing Date Funds* to be paid into such *Help to Buy: ISA*.
- (B) The re-opening of a *Help to Buy: ISA*, or the opening of a new *Help to Buy: ISA*, and the payment of *Closing Date Funds* into such *Help to Buy: ISA* in accordance with paragraphs (A)(i) and (ii) above, shall be a “**Help to Buy: ISA Reinstatement**”.

6.9 Effect of withdrawing funds from a Help to Buy: ISA

- (A) If a *Help to Buy: ISA Holder* withdraws all of the funds in their *Help to Buy: ISA* otherwise than in a manner as described in clause 6.7 (*Closing a Help to Buy: ISA – Closing Documents*), from that time onwards, the *Help to Buy: ISA Holder* shall not be entitled to claim a *Bonus* in respect of such funds.

- (B) Each *Eligible ISA Manager* shall take reasonable steps to warn a *Help to Buy: ISA Holder* of the consequences of a withdrawal of the kind described in paragraph (A) above, in accordance with the requirements set out in the *Help to Buy: ISA Manager Guidelines*.

6.10 Effect of withdrawing part of funds from a Help to Buy: ISA

- (A) If a *Help to Buy: ISA Holder* withdraws part, but not all of the funds in their *Help to Buy: ISA*, from the time of such withdrawal, the *Help to Buy: ISA Holder* shall not be entitled to claim a bonus in respect of withdrawn funds.
- (B) Each *Eligible ISA Manager* shall take reasonable steps to warn a *Help to Buy: ISA Holder* of the consequences of a withdrawal of funds of the kind described in paragraph (A) above, in accordance with the requirements set out in the *Help to Buy: ISA Manager Guidelines*.

6.11 Effect of voiding a Help to Buy: ISA

Where HMRC requires an *Eligible ISA Manager* to void a *Help to Buy: ISA* in accordance with the *ISA Regulations*, from the time of such voiding of the *Help to Buy: ISA*, the relevant *Help to Buy: ISA Holder* shall not be entitled to claim a *Bonus* in respect of the funds that were, up to the time of the voiding, held in the *Help to Buy: ISA*.

PART V – BONUS PAYMENTS

7. Bonus payments

7.1 Eligibility for, calculation of and payment of the Bonus

- (A) The *Administrator* shall be responsible for verifying all applications for the payment of a *Bonus* and for paying, on behalf of *HM Treasury*, any relevant *Bonus* to a *Help to Buy: ISA Holder* in accordance with these *Scheme Rules*. Subject to clause 14 (*Waiver or disapplication of the Scheme Rules*), the *Administrator* shall not pay a *Bonus* if the requirements of these *Scheme Rules* are not satisfied in full.
- (B) A *Help to Buy: ISA Holder* must appoint an *Eligible Conveyancer* to make an application to the *Administrator* for the *Bonus* and to receive payment of the *Bonus* on their behalf.
- (C) An *Eligible Conveyancer* shall only be entitled to apply a *Bonus* that it has received from the *Administrator* towards the purchase of an *Eligible Interest in Land* by the relevant *Help to Buy: ISA Holder* who will, in connection with such purchase, become a *First Time Buyer*. Until the time that an *Eligible Conveyancer* applies a *Bonus* (paid by the *Administrator* into its *Client Account* in accordance with clause 7.6(B)(i)) (*Payment of the Bonus*) towards such a purchase, the *Bonus* shall remain the property of *HM Treasury*.

7.2 Closing the Help to Buy: ISA

Subject to clause 7.11 (*Alternative or expedited Bonus claim processes*), before a claim for a *Bonus* may be made, a *Help to Buy: ISA Holder* must obtain *Closing Documents* from their *ISA Manager* in accordance with clause 6.7 (*Closing a Help to Buy: ISA – Closing Documents*).

7.3 Time frame for applying for the Bonus

An *Eligible Conveyancer* shall only be entitled to apply for a *Bonus* on behalf of a *Help to Buy: ISA Holder* under clause 7.5(C) (*Applying for a Bonus*) within 12 months of the *Account Closing Date*. Any claim for a *Bonus* that is made more than 12 months after the *Account Closing Date* shall be invalid and shall not be paid by the *Administrator*.

7.4 Calculation of the Bonus

- (A) An *Eligible Conveyancer* shall calculate the *Bonus* amount that a *Help to Buy: ISA Holder* is entitled to claim in respect of their *Help to Buy: ISA* on the basis described in paragraph (B) below.
- (B) A *Help to Buy: ISA Holder* shall be entitled to a *Bonus*, in respect of their closed *Help to Buy: ISA*, of 25% of the *Closing Balance* of that *Help to Buy: ISA*, subject always to:
 - (i) a minimum *Bonus* of £400 (meaning that a *Help to Buy: ISA* with a *Closing Balance* of less than £1,600 shall not be eligible for a *Bonus*); and
 - (ii) a maximum *Bonus* of £3,000 (meaning that the amount by which the *Closing Balance* of a *Help to Buy: ISA* exceeds £12,000 shall not be eligible for a *Bonus*).

7.5 Applying for a Bonus

- (A) Subject to clause 7.11 (*Alternative or expedited Bonus claim processes*), an *Eligible Conveyancer* shall not make a claim for a *Bonus* until:
 - (i) the *Help to Buy: ISA Holder* for whom they are acting has provided:

- (a) a copy of the *Closing Documents* in respect of their *Help to Buy: ISA*; and
 - (b) a *First Time Buyer Declaration*,

and
 - (ii) the *Eligible Conveyancer* is satisfied that:
 - (a) the *Help to Buy: ISA Holder* will be purchasing, whether solely or jointly, an *Eligible Interest in Land*;
 - (b) the purchase of that *Eligible Interest in Land* will be funded by a loan, which will be secured by a *legal mortgage* against that interest in land;
 - (c) unless paragraph (B) below applies, such *legal mortgage* is not a *Buy to Let Mortgage*; and
 - (d) the *Purchase Price* for the *Eligible Interest in Land* is:
 - (1) if the *Eligible Interest in Land* is situated in *London*, not more than £450,000; or
 - (2) if the *Eligible Interest in Land* is situated outside *London*, not more than £250,000.
- (B) where the *Help to Buy: ISA Holder* is:
- (i) a member of the Regular Forces or the Reserve Forces (each as defined in section 374 of the Armed Forces Act 2006); or
 - (ii) the spouse or civil partner of a member of the Regular Forces or the Reserve Forces,
- who is unable to occupy the land as their only or main residence at the time of the acquisition but intends, in the future, to occupy such land as their only or main residence, the purchase of that *Eligible Interest in Land* shall be permitted to be, but shall not be required to be, funded by a *Buy to Let Mortgage*;
- (C) If the *Eligible Conveyancer* has received the documents referred to in paragraph (A)(i) above, and is satisfied that they have verified the points outlined in paragraphs (A)(ii) and (B) (as applicable) above, they shall apply to the *Administrator* using the *Help to Buy: ISA Website* for a *Bonus* on behalf of the *Help to Buy: ISA Holder*. As part of such online application, the *Eligible Conveyancer* shall:
- (i) confirm to the *Administrator* that the *Help to Buy: ISA Holder* is purchasing an *Eligible Interest in Land*;
 - (ii) notify the *Administrator* of the amount of the *Bonus* to be claimed, as calculated in accordance with clause 7.4 (*Calculation of the Bonus*) above;
 - (iii) confirm to the *Administrator* that they have obtained a signed and dated *First Time Buyer Declaration* from the *Help to Buy: ISA Holder*; and
 - (iv) provide to the *Administrator* the information and documents listed in Schedule 6 (*Bonus request information*).
- (D) Once the *Administrator* has received the confirmations, information and documents listed in paragraph (C) above, the *Administrator* shall:

- (i) check the information provided by the *Eligible Conveyancer* (in such manner and to such a standard as specified by *HM Treasury* to the *Administrator*) against the information that the *Administrator* holds in relation to that *Help to Buy: ISA Holder*; and
 - (ii) establish whether or not that *Help to Buy: ISA Holder* is entitled to a *Bonus* and, if a *Bonus* is to be paid, the amount of that *Bonus*.
- (E) Once the *Administrator* has completed the steps listed in paragraph (D) above, it shall notify the *Eligible Conveyancer* via the *Help to Buy: ISA website* that:
 - (i) the application for the *Bonus* has been verified and approved by the *Administrator* (a “**Bonus Approval Notification**”); or
 - (ii) that the application for the *Bonus* has not been approved by the *Administrator* (a “**Bonus Rejection Notification**”).
- (F) Any *Bonus Approval Notification* shall state:
 - (i) that subject to the *Eligible Conveyancer* submitting a *Payment Request*, a *Bonus* shall be paid to the *Client Account* of the *Eligible Conveyancer*;
 - (ii) the amount of the *Bonus* to be paid; and
 - (iii) the *Scheme Reference Number* that the *Administrator* has assigned to the *Bonus* claim.
- (G) Any *Bonus Rejection Notification* shall:
 - (i) notify the *Eligible Conveyancer* that the *Help to Buy: ISA Holder* is not entitled to a *Bonus*;
 - (ii) state that the *Help to Buy: ISA Holder* is entitled to apply to the *Administrator* to receive details of the reasons for the rejection of their *Bonus* application; and
 - (iii) inform the *Help to Buy: ISA Holder* that:
 - (a) they are entitled to raise a *Dispute* in writing with the *Administrator* in respect of such rejection, where the *Dispute* concerns the performance by the *Administrator* of its obligations under clause 7.5(D); and
 - (b) any *Dispute* in respect of such rejection, other than a *Dispute* referred to in paragraph 7.5(G)(iii)(a), must be raised with, as relevant, the *Eligible ISA Manager* that managed their *Help to Buy: ISA*, or the *Eligible Conveyancer* who applied to the *Administrator* for a *Bonus* on behalf of that *Help to Buy: ISA Holder* in accordance with clause 7.5(C).
- (H) If a *Bonus Rejection Notification* is issued and a *Help to Buy: ISA Holder* raises a *Dispute* with the *Administrator* in writing, the procedure at clauses 12(B) to 12(E) (*Dispute resolution process*) below shall apply and the 12-month time limit contained in clause 7.3 (*Time frame for applying for the Bonus*) shall stop running on the date on which the *Help to Buy: ISA Holder* notifies the *Administrator* that they intend to commence a *Dispute*. If the result of the *Dispute* (whether by way of a decision by the *Administrator*, settlement or court order) is that the *Help to Buy: ISA Holder* is entitled to a *Bonus*, the time limit in clause 7.3 (*Time frame for applying for the Bonus*) shall start running again from the date such decision, settlement, or court order is notified to the *Help to Buy: ISA Holder*.

7.6 Payment of the Bonus

- (A) Once the *Eligible Conveyancer* has received a *Bonus Approval Notification*, the *Eligible Conveyancer* shall be entitled to submit a *Payment Request* to the *Administrator* via the *Help to Buy: ISA Website*. The *Payment Request* shall:
- (i) include the *Scheme Reference Number* provided on the *Bonus Approval Notification*;
 - (ii) include a confirmation that the *Help to Buy: ISA Holder* and the proposed purchase of the relevant property by the *Help to Buy: ISA Holder* remain eligible for the *Bonus* in accordance with the terms of the *Scheme Rules*;
 - (iii) provide the address of the property (including the postcode property) that is being purchased by the *Help to Buy: ISA Holder*;
 - (iv) provide details of the *Eligible Conveyancer's Client Account* into which the *Bonus* should be paid;
 - (v) include a declaration from the *Eligible Conveyancer* that:
 - (a) the entire amount of the *Bonus* along with any accrued interest will be applied towards the acquisition of the property detailed at paragraph (A)(iii) (*Payment of the Bonus*) above by the *Help to Buy: ISA Holder*;
 - (b) if the *Help to Buy: ISA Holder* does not proceed with the acquisition of the land or the purchase of the land does not complete within three months of the date the *Bonus* is paid to the *Eligible Conveyancer's Client Account*, in each case as described in clause 7.7 (*Return of Bonus payments to the Administrator*), the *Eligible Conveyancer* shall return the *Bonus* together with any accrued interest to the *Administrator* in accordance with clause 7.7 (*Return of Bonus payments to the Administrator*); and
 - (c) the *Bonus* together with any accrued interest is and will remain the property of *HM Treasury* until it is applied by the *Conveyancer* towards the purchase of the property detailed at paragraph (A)(iii) above.
- (B) Following the receipt of a *Payment Request*, the *Administrator* shall:
- (i) pay the *Bonus* to the *Client Account* of the *Eligible Conveyancer* within the time frame provided in the *Conveyancer Guidelines*;
 - (ii) provide to the *Eligible Conveyancer*, via the *Help to Buy: ISA Website*, a confirmation that the *Bonus* amount has been paid; and
 - (iii) provide to the *Eligible Conveyancer* the details of the circumstances in which the *Bonus* must be returned to the *Administrator* in accordance with clause 7.7 (*Return of Bonus payments to the Administrator*) below.

7.7 Return of Bonus payments to the Administrator

In the event that:

- (A) the acquisition of the property listed on the *Payment Request* does not occur within three months of the payment of the *Bonus* by the *Administrator* to the *Eligible Conveyancer*; or

- (B) before that time, it becomes apparent to an *Eligible Conveyancer* that the *Help to Buy: ISA Holder* will not proceed with the purchase of the property listed on the *Payment Request*,

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

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

7.8 Following completion of the property purchase

- (A) Following the application by the *Eligible Conveyancer* on behalf of the *Help to Buy: ISA Holder* of the *Bonus* and any accrued interest towards the purchase of the property detailed on the *Payment Request*, the *Eligible Conveyancer* shall provide, within ten *Business Days*, a notice, in the form set out in the *Conveyancer Guidelines*, to the *Administrator* via the *Help to Buy: ISA Website*:
- (i) specifying the *Scheme Reference Number* included on the *Bonus Approval Notification*;
 - (ii) confirming that the entirety of the *Bonus* received by the *Eligible Conveyancer* in relation to that *Scheme Reference Number* was applied towards the acquisition of the property detailed on the *Payment Request*; and
 - (iii) confirming that the acquisition by the relevant *Help to Buy: ISA Holder* of the property detailed on the *Payment Request* has completed.
- (B) The *Eligible Conveyancer* shall provide to the *Administrator*, as soon as reasonably practical upon the same being made available to them:
- (i) in the case of an interest in land in England or Wales, an official copy of the Land Registry title;
 - (ii) in the case of an interest in land in Scotland, a certified paper copy of the Title Sheet and cadastral map issued by Registers of Scotland; or
 - (iii) in the case of an interest in land in Northern Ireland, a copy of the relevant Land Registry folio,
- in each case in respect of the interest in land acquired by the *Help to Buy: ISA Holder*.

7.9 Deadline for making a claim for a Bonus

An *Eligible Conveyancer* shall not be entitled to make a claim for a *Bonus* on behalf of a *Help to Buy: ISA Holder* after 1 December 2030.

7.10 Retention of documents by an Eligible Conveyancer

- (A) An *Eligible Conveyancer* other than a *Scottish Eligible Conveyancer* shall retain each *Closing Document*, each *First Time Buyer Declaration*, and each other document that a *Help to Buy: ISA Holder* has provided to that *Eligible Conveyancer* in connection with a claim for a *Bonus* made under these *Scheme Rules* for six years from the date of receipt of each such document, and shall

provide copies of each such *Closing Document*, *First Time Buyer Declaration* and other document if requested by the *Administrator*.

- (B) An *Scottish Eligible Conveyancer* shall retain each *Closing Document*, each *First Time Buyer Declaration*, and each other document that a *Help to Buy: ISA Holder* has provided to that *Eligible Conveyancer* in connection with a claim for a *Bonus* made under these *Scheme Rules* for ten years from the date the Title Sheet in the name of the *Eligible Customer* is issued to the *Eligible Conveyancer* by Registers of Scotland, and shall provide copies of each such *Closing Document*, *First Time Buyer Declaration* and other document if requested by the *Administrator*.

7.11 Alternative or expedited Bonus claim processes

The *Administrator* shall be entitled to provide for alternative and/or expedited processes in the *Help to Buy: ISA Manager Guidelines* and the *Conveyancer Guidelines*, by which an *Eligible Conveyancer* shall be entitled to make a claim for a *Bonus* under clause 7.5 (*Applying for a Bonus*) prior to receipt of the *Closing Documents* as otherwise required under clause 7.5(A)(i)(a) (*Applying for a Bonus*), subject to:

- (A) receipt by that *Eligible Conveyancer* of any other information and/or documents that the *Help to Buy: ISA Manager Guidelines* and the *Conveyancer Guidelines* require be provided to that *Eligible Conveyancer* in those circumstances; and
- (B) the relevant *Help to Buy: ISA Holder* providing *Closing Documents* to that *Eligible Conveyancer* promptly upon the same being made available to that *Help to Buy: ISA Holder*.

7.12 Conveyancer fees –Bonus Application Work

- (A) In respect of the whole of the work that an *Eligible Conveyancer* undertakes in connection with the purchase of a specific property and that is directly related to:
 - (i) calculating a *Bonus* amount under clause 7.4 (*Calculation of the Bonus*);
 - (ii) making an application for a *Bonus* under clause 7.5 (*Applying for a Bonus*);
 - (iii) making a *Payment Request* under clause 7.6 (*Payment of the Bonus*);
 - (iv) (if applicable) returning a *Bonus* to the *Administrator* under clause 7.7 (*Return of Bonus payments to the Administrator*); and
 - (v) providing any notice, information or documents under clause 7.8 (*Following completion of the property purchase*),

(such work being the “**Bonus Application Work**”), an *Eligible Conveyancer* shall not charge more than £50 (exclusive of VAT).

- (B) For the avoidance of doubt, paragraph (A) above shall not apply to any work that an *Eligible Conveyancer* undertakes in connection with the purchase of a property (or otherwise) that is not *Bonus Application Work*, and where:
 - (i) an *Eligible Conveyancer* undertakes *Bonus Application Work* on behalf of a *Help to Buy: ISA Holder* in connection with the purchase of a specific property;
 - (ii) the acquisition of the specific property referred to in paragraph (B)(i) above does not occur; and

- (iii) that *Eligible Conveyancer* then undertakes *Bonus Application Work* on behalf of the same *Help to Buy: ISA Holder* referred to in paragraph (B)(i) above, but in connection with the purchase of a different property from the property referred to in paragraph (B)(i) above,

the *Eligible Conveyancer* shall be entitled to charge additional fees, of no more than £50 (exclusive of VAT), in respect of the *Bonus Application Work* referred to in paragraph (B)(iii) above.

- (C) For the purposes of this clause 7.12, "**VAT**" means value added tax imposed under EC Directive 2006/112, the Value Added Tax Act 1994 and/or any primary or secondary legislation supplemental to either of them.

PART VI – DATA REPORTING, COMPLIANCE, INVESTIGATIONS AND SANCTIONS

8. Data reporting, compliance, investigations and sanctions

8.1 Cooperation

The *Parties* undertake that they will in good faith work together to resolve any issues as to non-compliance with the *Scheme Rules*, *Help to Buy: ISA Manager Guidelines* or *Conveyancer Guidelines* before invoking the compliance, investigations, and sanctions provisions in this clause 8 (*Data reporting, compliance, investigations and sanctions*).

8.2 Submission of Help to Buy: ISA information

- (A) Each *Eligible ISA Manager* shall send to the *Administrator* such information as is required by the *Help to Buy: ISA Manager Guidelines*, at the times and in the manner specified in the *Help to Buy: ISA Manager Guidelines*.
- (B) If an *Eligible ISA Manager* does not provide the information referred to in paragraph (A) above at the time and in the manner specified in the *Help to Buy: ISA Manager Guidelines*:
 - (i) the *Administrator* shall be entitled to notify that *Eligible ISA Manager*, either in writing or verbally, including, for the avoidance of doubt, and as applicable, by email or by telephone, and in each case in accordance with the *Help to Buy: ISA Manager Guidelines*, that the relevant *Eligible ISA Manager* has breached its obligations under paragraph (A) above; and
 - (ii) the *Administrator* and the relevant *Eligible ISA Manager* shall work together in good faith to agree, whether orally or in writing:
 - (a) the steps to be taken to remedy such breaches of paragraph (A) described in paragraph (B)(i) above; and
 - (b) a time frame within which such breaches of paragraph (A) above shall be remedied,

in accordance with the *Help to Buy: ISA Manager Guidelines*, and the relevant *Eligible ISA Manager* shall take such steps, within the time frame agreed in accordance with this paragraph (B)(ii) to remedy any breaches of paragraph (A) above notified to it in accordance with this clause 8.2 (*Submission of Help to Buy: ISA*).

8.3 Annual compliance certification

Each *Eligible ISA Manager* shall, on an annual basis, and in the manner and at the time required by the *Help to Buy: ISA Manager Guidelines*, and having made reasonable enquiries, provide a certification to the *Administrator*, on the basis of any such enquiries, and on the basis of any investigations and audits conducted by that *Eligible ISA Manager*, that either:

- (A) they have remained in compliance with the *Scheme Rules* and *Help to Buy: ISA Manager Guidelines* for the previous 12 months; or
- (B) they have breached the *Scheme Rules* in a material way, in which case the *Eligible ISA Manager* shall provide details of:
 - (i) each material breach; and
 - (ii) the actions being taken, or that are proposed to be taken, to remedy any such material breaches.

8.4 Requests for information – Eligible ISA Managers

Where either the *Administrator* or *HM Treasury* has reasonable grounds for concern that an *Eligible ISA Manager* is not in compliance with the *Scheme Rules* or the *Help to Buy: ISA Manager Guidelines*, *HM Treasury* or the *Administrator* shall:

- (A) provide written notice to that *Eligible ISA Manager*, specifying in reasonable detail the concerns as to non-compliance; and
- (B) be entitled to request that the relevant *Eligible ISA Manager* provide a written response to the notice referred to in paragraph (A) above, within a time period specified by the *Administrator* or *HM Treasury* (as applicable), in which the *Eligible ISA Manager* shall either:
 - (i) provide satisfactory evidence of compliance with the relevant provisions of the *Scheme Rules* or *Help to Buy: ISA Manager Guidelines*; or
 - (ii) acknowledge non-compliance with some or all of the relevant *Scheme Rules* or *Help to Buy: ISA Manager Guidelines* and provide details of steps that the *Eligible ISA Manager* shall take to remedy such non-compliance,

and, in each case, provide such other information in relation to the circumstances of non-compliance as *HM Treasury* and/or the *Administrator* may (acting reasonably) request.

8.5 Investigations, suspension and expulsion of Eligible ISA Managers

- (A) Where an *Eligible ISA Manager* fails to respond to a notice referred to in clause 8.4(A) (*Requests for information – Eligible ISA Managers*) above to the satisfaction of *HM Treasury* or the *Administrator*, in accordance with clause 8.4(B) (*Requests for information – Eligible ISA Managers*), or where *HM Treasury* and/or the *Administrator* is otherwise concerned that an *Eligible ISA Manager* is committing material breaches of the *Scheme Rules* or the *Help to Buy: ISA Manager Guidelines*:
 - (i) *HM Treasury* and/or the *Administrator* shall have the right to:
 - (a) conduct (or cause to have conducted) an investigation in respect of that *Eligible ISA Manager* and/or in respect of one or more *Help to Buy: ISA products* that the *Eligible ISA Manager* offers to the public or operates, on terms determined by *HM Treasury* and/or the *Administrator*; and
 - (b) require, by written notice, that the *Eligible ISA Manager* remediate any breaches of the *Scheme Rules* and/or *Help to Buy: ISA Manager Guidelines* in the manner specified in such written notice; and
 - (ii) *HM Treasury* shall have the right to give a direction by written notice to that *Eligible ISA Manager* to refrain from opening new *Help to Buy: ISAs* and from continuing to offer *Help to Buy: ISA products* to prospective *Help to Buy: ISA Holders*, and an *Eligible ISA Manager* shall, if so directed, so refrain from opening new *Help to Buy: ISAs* and from continuing to offer *Help to Buy: ISA products* to prospective *Help to Buy: ISA Holders*.
- (B) Where *HM Treasury* gives a direction to an *Eligible ISA Manager* by written notice to refrain from opening new *Help to Buy: ISAs* and from continuing to offer *Help to Buy: ISA products* to prospective *Help to Buy: ISA Holders* in accordance with paragraph (A)(ii) above, this shall be without prejudice to the *Eligible ISA Manager's* obligations under the *Scheme Rules* including, for the

avoidance of doubt, in relation to operating each *Help to Buy: ISA* that it manages, and the rights of each *Help to Buy: ISA Holder* whose *Help to Buy: ISA* is managed by that *Eligible ISA Manager*.

- (C) Where *HM Treasury* and/or the *Administrator* conducts or causes to have conducted an investigation as described in paragraph (A)(i) above, the relevant *Eligible ISA Manager* shall:
- (i) cooperate with and respond promptly to all requests for information and documents made in connection with such an investigation; and
 - (ii) grant access at all reasonable times and on reasonable notice to:
 - (a) the premises, assets, books, accounts and records of the *Eligible ISA Manager*; and
 - (b) make available to *HM Treasury* and/or the *Administrator*, or to the accountants or other professional advisers appointed by *HM Treasury* and/or the *Administrator* to conduct such investigation, such members of the staff of that *Eligible ISA Manager* as required, to provide information as required in connection with the investigation.
- (D) Following the investigation conducted as described in paragraph (A)(i) above, *HM Treasury* and/or the *Administrator* shall provide written notice of the actions to be taken by the relevant *Eligible ISA Manager* to remediate any breaches of the *Scheme Rules* and/or the *Help to Buy: ISA Manager Guidelines*. Once the relevant *Eligible ISA Manager* has remediated any breaches to the satisfaction of *HM Treasury*, *HM Treasury* shall give a direction by written notice to that *Eligible ISA Manager*, that it may once again open new *Help to Buy: ISAs* and offer *Help to Buy: ISA* products to prospective *Help to Buy: ISA Holders*, and an *Eligible ISA Manager* shall, from the time that this direction is given, be entitled to open new *Help to Buy: ISAs* and offer *Help to Buy: ISA* products to prospective *Help to Buy: ISA Holders*.
- (E) Where, in the opinion of *HM Treasury*:
- (i) an *Eligible ISA Manager* is in persistent and material non-compliance with the *Scheme Rules* and/or *Help to Buy: ISA Manager Guidelines*; or
 - (ii) an *Eligible ISA Manager* has failed to remediate breaches of the *Scheme Rules* and/or the *Help to Buy: ISA Manager Guidelines* in accordance with paragraph (D) above to the satisfaction of *HM Treasury*,
- HM Treasury* shall be entitled to give a direction to the *Administrator* and to that *Eligible ISA Manager* by written notice that the relevant *Eligible ISA Manager* has ceased to be an *Eligible ISA Manager*, and it shall cease to be an *Eligible ISA Manager* from the date on which such written notice is sent.
- (F) Where *HM Treasury* gives a direction to an *Eligible ISA Manager* by written notice that it has ceased to be an *Eligible ISA Manager* in accordance with paragraph (E) above:
- (i) this shall be without prejudice to that *Eligible ISA Manager's* obligations under the *Scheme Rules*, including, for the avoidance of doubt, in respect of operating each *Help to Buy: ISA* that it manages, and the rights of each *Help to Buy: ISA Holder* whose *Help to Buy: ISA* is managed by that *Eligible ISA Manager*; and
 - (ii) that *Eligible ISA Manager* shall cooperate in good faith with *HM Treasury* and the *Administrator* to facilitate its removal from the *Help to*

Buy: ISA Scheme in a way that does not disadvantage those *Help to Buy: ISA Holders* whose *Help to Buy: ISAs* are managed by that *Eligible ISA Manager*.

8.6 Requests for information – Eligible Conveyancers

Where either the *Administrator* or *HM Treasury* has reasonable grounds for concern that an *Eligible Conveyancer* is not in compliance with the *Scheme Rules* or the *Conveyancer Guidelines*, *HM Treasury* or the *Administrator* shall:

- (A) provide written notice to that *Eligible Conveyancer*, specifying in reasonable detail the concerns as to non-compliance; and
- (B) be entitled to request that the relevant *Eligible Conveyancer* provide a written response to the notice referred to in paragraph (A) above, within a time period specified by the *Administrator* or *HM Treasury* (as applicable), in which the *Eligible Conveyancer* shall, subject to that *Eligible Conveyancer's* obligations as to confidentiality and legal professional privilege and any other rules relating to professional conduct that are binding on that *Eligible Conveyancer*:
 - (i) provide satisfactory evidence of compliance with the relevant provisions of the *Scheme Rules* or the *Conveyancer Guidelines*; or
 - (ii) acknowledge non-compliance with some or all of the relevant *Scheme Rules* or the *Conveyancer Guidelines* and provide details of steps that the *Eligible Conveyancer* shall take to remedy such non-compliance,

and, in each case, provide such other information in relation to the circumstances of non-compliance as *HM Treasury* and/or the *Administrator* may (acting reasonably) request.

8.7 Investigations, suspension and expulsion of Eligible Conveyancers

- (A) Where an *Eligible Conveyancer* fails to respond to a notice referred to in clause 8.6(A) (*Requests for information – Eligible Conveyancers*) above to the satisfaction of *HM Treasury* or the *Administrator*, in accordance with clause 8.6(B) (*Requests for information – Eligible Conveyancers*), or where *HM Treasury* and/or the *Administrator* is otherwise concerned that an *Eligible Conveyancer* is committing material breaches of the *Scheme Rules* or the *Conveyancer Guidelines*:
 - (i) subject to paragraph (E) below, *HM Treasury* and/or the *Administrator* shall have the right to:
 - (a) conduct (or cause to have conducted) an investigation in respect of that *Eligible Conveyancer* on terms determined by *HM Treasury* and/or the *Administrator*; and
 - (b) require, by written notice, that the *Eligible Conveyancer* remediate any breaches of the *Scheme Rules* and/or *Conveyancer Guidelines* in the manner specified in such written notice; and
 - (ii) *HM Treasury* and/or the *Administrator* shall have the right to give a direction to that *Eligible Conveyancer* by written notice to refrain from performing any activities that are contemplated to be performed by an *Eligible Conveyancer* under the *Scheme Rules* and/or the *Conveyancer Guidelines*, and an *Eligible Conveyancer*, shall, if so directed, so refrain from performing any such activities; and

- (B) Where *HM Treasury* and/or the *Administrator* conducts or causes to have conducted an investigation as described in paragraph (A)(i) above, the relevant *Eligible Conveyancer* shall, subject to paragraph (E) below:
- (i) cooperate with and respond promptly to all requests for information and documents made in connection with such an investigation; and
 - (ii) grant access at all reasonable times and on reasonable notice to:
 - (a) the premises, assets, books, accounts and records of the *Eligible Conveyancer*; and
 - (b) make available to *HM Treasury*, or to the accountants or other professional advisers appointed by *HM Treasury* to conduct such investigation, such members of the staff of that *Eligible Conveyancer* as required, to provide information as required in connection with the investigation.
- (C) Following the investigation conducted as described in paragraph (A)(i) above, *HM Treasury* and/or the *Administrator* shall provide written notice of the actions to be taken by the relevant *Eligible Conveyancer* to remediate any breaches of the *Scheme Rules* and/or the *Conveyancer Guidelines*. Once the relevant *Eligible Conveyancer* has remediated any breaches to the satisfaction of *HM Treasury* and/or the *Administrator*, *HM Treasury* and/or the *Administrator* shall give a direction by written notice to that *Eligible Conveyancer* that they may once again perform any activities that are contemplated to be performed by an *Eligible Conveyancer* under the *Scheme Rules* and the *Conveyancer Guidelines*, and an *Eligible Conveyancer* shall, from the time that this direction is given, be entitled to perform such activities.
- (D) Where, in the opinion of *HM Treasury* and/or the *Administrator*:
- (i) an *Eligible Conveyancer* is in persistent and material non-compliance with the *Scheme Rules* and/or the *Conveyancer Guidelines*; or
 - (ii) an *Eligible Conveyancer* has failed to remediate breaches of the *Scheme Rules* and/or the *Conveyancer Guidelines* in accordance with paragraph (C) above to the satisfaction of *HM Treasury*,
- HM Treasury* and/or the *Administrator* shall be entitled to give a direction to that *Eligible Conveyancer* (and, where *HM Treasury* gives such a direction, it shall give that direction to the *Administrator* and to that *Eligible Conveyancer*) by written notice that the relevant *Eligible Conveyancer* has ceased to be an *Eligible Conveyancer*, and they shall cease to be an *Eligible Conveyancer* from the date on which such written notice is sent and shall further cooperate in good faith with *HM Treasury* and the *Administrator* to facilitate their removal from the *Help to Buy: ISA Scheme* in a way that does not disadvantage any *Help to Buy: ISA Holder* on behalf of whom that *Eligible Conveyancer* has been asked to make a claim for a *Bonus*.
- (E) The right of *HM Treasury* and the *Administrator* to conduct or to cause to have conducted any investigations, or to give any direction under this clause 8.7 (*Investigations, suspension and expulsion of Eligible Conveyancers*), and any obligation of an *Eligible Conveyancer* under this clause 8.7 (*Investigations, suspension and expulsion of Eligible Conveyancers*) to respond to requests for information and documents, and otherwise grant access to premises, assets, books, accounts and records, accountants or other professional advisers or members of the staff, shall at all times be subject to that *Eligible Conveyancer's* obligations as to confidentiality, legal professional privilege and any other rules relating to professional conduct that are binding on that *Eligible Conveyancer*.

8.8 Requests for information – Help to Buy: ISA Holders

Where either the *Administrator* or *HM Treasury* has reasonable grounds for concern that a *Help to Buy: ISA Holder* is not (or was not, at any relevant point) in compliance with the *Scheme Rules*:

- (A) *HM Treasury* or the *Administrator* shall provide written notice to that *Help to Buy: ISA Holder*, specifying in reasonable detail the concerns as to non-compliance and/or raising questions as to the non-compliance with the *Scheme Rules* of that *Help to Buy: ISA Holder*; and
- (B) that *Help to Buy: ISA Holder* shall provide such information in relation to the circumstances of non-compliance as *HM Treasury* and/or the *Administrator* may request, within a time period specified by the *Administrator* or *HM Treasury* (as applicable).

8.9 Repayment of Bonus amounts

If a *Bonus* is paid to a *Help to Buy: ISA Holder* who is not (or was not, at any relevant point) in compliance with the *Scheme Rules* or the *ISA Regulations*, the *Administrator* shall be entitled to request that the relevant *Help to Buy: ISA Holder* repay such *Bonus*, and upon being so requested, that *Help to Buy: ISA Holder* shall repay such *Bonus*.

8.10 Indemnity

Each:

- (A) *Eligible ISA Manager*, upon becoming bound by the terms of a *Deed of Adherence*; and
- (B) *Eligible Conveyancer*, upon becoming bound by the terms of a *Conveyancer Adherence Agreement* (each an “**Indemnifying Party**”),

shall indemnify, and keep indemnified, on a several basis, *HM Treasury* and the *Administrator* for all reasonable losses (including any loss caused by a *Bonus* being paid by the *Administrator* to a *Help to Buy: ISA Holder* in circumstances in which it was not obliged to do so), costs and expenses (including the expenses of conducting any investigations in accordance with this clause 8 (*Data reporting, compliance, investigations and sanctions*)) in each case incurred as a direct result of any breach by that *Indemnifying Party* of the *Scheme Rules*, the *Help to Buy: ISA Manager Guidelines*, or the *Conveyancer Guidelines*, save that this indemnity shall not apply (i) to any consequential losses suffered by either *HM Treasury* or the *Administrator* in respect of any such breach, or (ii) to the extent that any such loss, cost or expense arose due to a breach of the *Scheme Rules* by any other party to the *Scheme Rules*, the *Help to Buy: ISA Manager Guidelines*, or the *Conveyancer Guidelines* of which the *Indemnifying Party* was not aware.

8.11 Help to Buy: ISA Holders – truthful and accurate information

Each *Help to Buy: ISA Holder* shall:

- (A) ensure that each statement, form, declaration, confirmation or any information provided by them to an *Eligible ISA Manager*, an *Eligible Conveyancer* or to the *Administrator* under or in connection with the *Scheme Rules*, including, but not limited to, the *First Time Buyer Declaration* or the *Eligible Customer Declaration*, is truthful and accurate in all material respects, and not misleading in any material respect; and
- (B) take steps to correct any statement, form, declaration, confirmation or any information provided by them under or in connection with the *Scheme Rules*, which is untruthful, incorrect or misleading in any material respect.

PART VII – ENDING THE HELP TO BUY: ISA SCHEME

9. Ending the Help to Buy: ISA Scheme

- (A) Subject to paragraphs (B) to (F) below, *HM Treasury* shall be entitled, at any time, to end the *Help to Buy: ISA Scheme*.
- (B) Where *HM Treasury* proposes to end the *Help to Buy: ISA Scheme*, it shall provide a written notice to the *Administrator* and each *Eligible ISA Manager*, stating that:
 - (i) it is ending the *Help to Buy: ISA Scheme*; and
 - (ii) the date after which no further claims for *Bonuses* may be made (the “**Bonus Claim Deadline**”),
 in accordance with the notice provisions contained in clause 18 (*Notices*).
- (C) Upon being notified by *HM Treasury* that it proposes to end the *Help to Buy: ISA Scheme*, and upon *HM Treasury* giving notice of the *Bonus Claim Deadline*:
 - (i) the *Administrator* shall provide written notice to each *Eligible Conveyancer*, and
 - (ii) each *Eligible ISA Manager* shall, in a timely manner, provide written notice to each *Help to Buy: ISA Holder* whose *Help to Buy: ISA* that *Eligible ISA Manager* manages,
 of the matters listed in paragraph (B)(i) and (ii) above, in accordance with the notice provisions contained in clause 18 (*Notices*). For the avoidance of doubt, each *Eligible ISA Manager* shall be permitted to provide the written notice referred to in paragraph (C)(i) above by email.
- (D) The *Bonus Claim Deadline* shall not be a date which is less than 12 months after the date on which *HM Treasury* provides the written notices to the *Administrator* and each *Eligible ISA Manager* referred to in paragraph (B) above.
- (E) Paragraph (D) above shall not apply where *HM Treasury* determines, acting in its sole discretion, that it should end the *Help to Buy: ISA Scheme* as a matter of urgency.
- (F) The *Administrator* shall process each application for a *Bonus* made before the *Bonus Claim Deadline*, and pay *Bonus* amounts in respect of each such application in accordance with the *Scheme Rules*.
- (G) A *Help to Buy: ISA Holder* shall not be entitled to make a claim for a *Bonus* under the *Scheme Rules* after the *Bonus Claim Deadline*.
- (H) Each *Help to Buy: ISA Manager* shall take such steps as are outlined in the *Help to Buy: ISA Manager Guidelines*, and at the times required under the *Help to Buy: ISA Manager Guidelines*, concerning the management and operation of *Help to Buy: ISAs* after the *Bonus Claim Deadline*.

PART VIII – DATA PROTECTION

10. Data protection

10.1 Data Protection Act definitions

For the purposes of these *Scheme Rules*:

- (A) “**data controller**”, “**data processor**”, “**data subject**”, “**personal data**”, “**process**” and “**processing**” have the meanings given to them in the *Data Protection Act*; and
- (B) “**Relevant Personal Data**” means *personal data* that is *processed* by or on behalf of *HM Treasury*, an *Eligible ISA Manager*, or an *Eligible Conveyancer*, under, or for the purposes of, the *Scheme Rules* and/or the *Help to Buy: ISA Scheme*.

10.2 The Administrator – Data processor obligations

- (A) *HM Treasury* appoints the *Administrator* as a *data processor* in respect of the *Relevant Personal Data*.
- (B) The *Administrator* shall:
 - (i) *process* the *Relevant Personal Data* only in accordance with *HM Treasury*’s instructions, including as such instructions are contained in the *Scheme Rules*, or as are otherwise agreed as between *HM Treasury* and the *Administrator* in any separate agreement entered into between *HM Treasury* and the *Administrator* in connection with the *Help to Buy: ISA Scheme* (each such agreement an “**Administrator Agreement**”), or as otherwise notified in writing to the *Administrator* by *HM Treasury*;
 - (ii) take appropriate technical and organisational measures against the unauthorised or unlawful *processing* of the *Relevant Personal Data* and/or against accidental loss or destruction of, or damage to, the *Relevant Personal Data*, including by:
 - (a) taking reasonable steps to ensure the reliability of any employees who have access to the *Relevant Personal Data*; and
 - (b) ensuring a level of security appropriate to the harm that may result from such unauthorised or unlawful *processing* or accidental loss, destruction or damage and appropriate to the nature of the *Relevant Personal Data*;
 - (iii) not disclose or transfer the *Relevant Personal Data* to any third party or *Representative* unless necessary for the performance of its obligations under the *Scheme Rules* and, for any disclosure or transfer of *Relevant Personal Data* to any third party, obtain the written consent of *HM Treasury* (save where such disclosure or transfer is specifically authorised under the *Scheme Rules* or under an *Administrator Agreement*);
 - (iv) promptly notify *HM Treasury* in writing if the *Administrator*:
 - (a) receives from a *data subject* a communication relating to, request for, or notice of, the exercise of that person’s rights under the *Data Protection Legislation* in relation to the *Relevant Personal Data*, including without limitation their right to access the *Relevant Personal Data* or prevent certain *processing*;

- (b) receives any complaint, request, notice or communication which relates directly or indirectly to the *processing* of the *Relevant Personal Data* or to the compliance by *HM Treasury* or by the *Administrator* with the *Data Protection Legislation*; or
 - (c) becomes aware of any unauthorised or unlawful *processing*, loss, corruption or destruction of, or damage to, the *Relevant Personal Data*;
- (v) promptly provide to *HM Treasury* full co-operation, information and assistance in relation to any complaint, request, notice or communication received in relation to paragraphs (B)(iv)(a) to (c) above, and such co-operation, information and assistance as *HM Treasury* may from time to time reasonably request to enable it to comply with its obligations under the *Data Protection Legislation*, including in each case as required under or in connection with any *Administrator Agreement*;
- (vi) keep a record of any *processing* of *Relevant Personal Data* it carries out on behalf of *HM Treasury* in accordance with the record keeping requirements notified by *HM Treasury* to the *Administrator* in writing;
- (vii) provide *HM Treasury* and/or its *Representatives* on reasonable notice, and the Information Commissioner's Office, with such access to the *Administrator's* premises, processes, personnel, and records (including, without limitation, for the purposes of making copies of those records), and procure the same access to the premises, processes, personnel, and records (including, without limitation, for the purposes of making copies of those records) of the *Administrator's Representatives*, as *HM Treasury* and/or the Information Commissioner's Office (as applicable) may reasonably require in order to inspect the activities of the *Administrator* with respect to the *processing* of the *Relevant Personal Data* and audit its compliance with this clause 10 (*Data protection*) and the *Data Protection Legislation*;
- (viii) not authorise any third party or sub-contractor to *process* the *Relevant Personal Data* without the prior written consent of *HM Treasury*. Any such consent given by *HM Treasury* is subject to:
 - (a) the *Administrator* having given *HM Treasury* full details of the sub-contractor and the *processing* such sub-contractor will be carrying out;
 - (b) the *Administrator* entering into a written agreement with such sub-contractor on substantially the same terms as are set out in this clause 10.2 (*The Administrator – Data processor obligations*), and which terminates automatically following (whichever is the earliest), the termination or expiry of the *Scheme Rules*, or the *Administrator* ceasing its role as *Administrator*, whether in accordance with clause 15 (*Replacement of the Administrator*) or otherwise; and
 - (c) the *Administrator* being liable to *HM Treasury* in respect of all acts or omissions of any sub-contractors for which, if such acts or omissions were of the *Administrator*, the *Administrator* would be liable to *HM Treasury* whether for breach of the *Scheme Rules*, including this clause 10 (*Data protection*), in tort (including negligence), breach of statutory duty or otherwise. The *Administrator* shall not be relieved of any of its obligations under these *Scheme Rules*, including this clause 10 (*Data protection*), by entering into any sub-contract for the

performance of any part of the services or *data processing* activities. The *Administrator* will be solely responsible for co-ordinating with any sub-contractors and *HM Treasury* shall not have any obligation or responsibility under the terms of any relevant sub-contract to any person;

- (ix) not transfer the *Relevant Personal Data* outside the European Economic Area without the prior written consent of *HM Treasury*. Any such consent which may be given by *HM Treasury* shall be subject to *HM Treasury* considering that there is an adequate level of protection in relation to the processing of the *Relevant Personal Data* such that the transfer complies with the *Data Protection Legislation*; and
- (x) promptly, and at the option of *HM Treasury*, which *HM Treasury* shall communicate by written notice:
 - (a) return to *HM Treasury* or destroy all hard copy documents containing *Relevant Personal Data*; and
 - (b) use reasonable endeavours to ensure, so far as reasonably practicable, that all other *Relevant Personal Data*:
 - (1) is permanently deleted where possible; or
 - (2) ceases to be readily accessible or usable (other than by the *Administrator's* and the *Administrator's Representatives'* information technology personnel) from any computer, word processor, voicemail system or any other device containing such *Relevant Personal Data*,

following (whichever is the earlier), the termination or expiry of the *Scheme Rules*, or the *Administrator* ceasing its role as *Administrator*, whether in accordance with clause 15 (*Replacement of the Administrator*) or otherwise, other than, in each case, to the extent that its retention is required by law or regulation.

10.3 HM Treasury, Administrator, Eligible ISA Manager and Conveyancer Data Protection Legislation obligations

- (A) The Parties acknowledge that *HM Treasury*, each *Eligible ISA Manager* and each *Eligible Conveyancer* are, or shall become on and from their respective *Commencement Dates*, *data controllers* in respect of *Relevant Personal Data*. Each *Eligible ISA Manager* and each *Eligible Conveyancer* shall comply with all *Data Protection Legislation* (to the extent directly applicable to, as relevant, that *Eligible ISA Manager* or that *Eligible Conveyancer*) and such compliance shall include, but not be limited to:
 - (i) ensuring that neither they nor any person on their behalf *processes Relevant Personal Data* in a manner incompatible with the purposes for which the *Relevant Personal Data* was collected;
 - (ii) requiring that each *data processor* that they appoint, in their capacity as a *data controller* as described in this paragraph (A), agrees to:
 - (a) take appropriate technical and organisational measures against the unauthorised or unlawful *processing* of the *Relevant Personal Data* and/or against accidental loss or destruction of, or damage to, the *Relevant Personal Data*, including by:

- (1) taking reasonable steps to ensure the reliability of any employees who have access to the *Relevant Personal Data*;
 - (2) ensuring a level of security appropriate to the harm that may result from such unauthorised or unlawful *processing* or accidental loss, destruction or damage and appropriate to the nature of the *Relevant Personal Data*; and
 - (3) keeping a record of any *processing* of *Relevant Personal Data* it carries out on behalf of the relevant *Party*; and
- (iii) without limiting any other obligations under this clause 10 (*Data protection*), complying with their obligations under the *Data Protection Act* in connection with:
 - (a) any request for, or notice of, the exercise by a *data subject* of their rights under the *Data Protection Legislation* in relation to the *Relevant Personal Data*, including without limitation their right to access the *Relevant Personal Data* or prevent certain *processing*;
 - (b) any complaint, request, notice or communication by a *data subject*, or by the Information Commissioner's Office, which relates directly or indirectly to the *processing* of the *Relevant Personal Data* or to either *Party's* compliance with the *Data Protection Legislation*; or
 - (c) any unauthorised or unlawful *processing*, loss, corruption or destruction of, or damage to, the *Relevant Personal Data*.
- (B) The *Administrator*, each *Eligible ISA Manager*, and each *Eligible Conveyancer* shall not transfer the *Relevant Personal Data* outside the European Economic Area without the prior written consent of *HM Treasury*. Any such consent which may be given by *HM Treasury* shall be subject to *HM Treasury* considering that there is an adequate level of protection in relation to the *processing* of the *Relevant Personal Data* such that the transfer complies with the *Data Protection Legislation*.
- (C) Nothing in these *Scheme Rules* shall require disclosure, by a *Party*, or to a *Party*, under or in connection with the *Scheme Rules* or the *Help to Buy: ISA Scheme*, of "sensitive personal data" (as that term is defined in the *Data Protection Act*).

10.4 Fair Processing Information and consent to processing

- (A) Each *Eligible ISA Manager* shall, in addition to the obligations of that *Eligible ISA Manager* under the first data protection principle set out in Part 1 of Schedule 1 to the *Data Protection Act*:
 - (i) provide to each *Help to Buy: ISA Holder*, at the times required by, and in the form set out in, the *Help to Buy: ISA Manager Guidelines*, or in any other form which is expressly approved in writing by *HM Treasury* and notified to each *Eligible ISA Manager*, such information as *HM Treasury* considers to be necessary:
 - (a) to identify *HM Treasury* as a *data controller* in respect of the *Relevant Personal Data*;
 - (b) to inform the *data subject* that:

- (1) *Relevant Personal Data* will be disclosed to *HM Treasury* and the *Administrator* and any sub-contractor of *HM Treasury* or of the *Administrator* specified in the *Help to Buy: ISA Manager Guidelines* and the purposes for which the *Relevant Personal Data* will be disclosed to *HM Treasury* and the *Administrator* and any such sub-contractor; and
- (2) *HM Treasury* and/or the *Administrator*, or one or more specified sub-contractors of *HM Treasury* and/or the *Administrator* will process the *Relevant Personal Data* and the purposes for which the *Relevant Personal Data* will be so processed; and
- (c) such other information *HM Treasury* considers to be necessary to satisfy the obligations of *HM Treasury* under the first data protection principle set out in Part 1 of Schedule 1 to the *Data Protection Act* and paragraph 2 of Part 1 of Schedule 1 to the *Data Protection Act* (and any equivalent obligations under any other *Data Protection Legislation*) in respect of *HM Treasury's* role as *data controller* and in respect of the *Administrator's* role processing *Relevant Personal Data* pursuant to, or in accordance with, these *Scheme Rules* and any *Administrator Agreement*; and
- (ii) obtain the explicit consent of each such *Help to Buy: ISA Holder* to:
 - (a) that *Eligible ISA Manager*, the *Administrator* and *HM Treasury*, and/or any sub-contractor of that *Eligible ISA Manager*, the *Administrator* and *HM Treasury* (in the case of a sub-contractor of the *Administrator* or *HM Treasury*, as specified in the *Help to Buy: ISA Manager Guidelines*), processing any *Relevant Personal Data* relating to that *Help to Buy: ISA Holder*; and
 - (b) the *Eligible ISA Manager* providing any such *Relevant Personal Data* to *HM Treasury* and to the *Administrator*, as the *data processor* of *HM Treasury*,

in each case, at the times required by, and in the form set out in, the *Help to Buy: ISA Manager Guidelines*, or in any other form which is expressly approved in writing by *HM Treasury* and notified to each *Eligible ISA Manager*.

- (B) Each *Eligible Conveyancer* shall, in addition to the obligations of that *Eligible Conveyancer* under the first data protection principle set out in Part 1 of Schedule 1 to the *Data Protection Act*:
 - (i) provide to that *Help to Buy: ISA Holder*, at the times required by, and in the form set out in, the *Conveyancer Guidelines*, or in any other form which is expressly approved in writing by *HM Treasury* and notified to each *Eligible Conveyancer*, such information as *HM Treasury* considers to be necessary:
 - (a) to identify *HM Treasury* as a *data controller* in respect of the *Relevant Personal Data*;
 - (b) to inform the *Help to Buy: ISA Holder* that:
 - (1) *Relevant Personal Data* will be disclosed to *HM Treasury* and the *Administrator* and any sub-contractor of *HM Treasury* or of the *Administrator* specified in the *Conveyancer Guidelines* and the purposes for which

the *Relevant Personal Data* will be disclosed to *HM Treasury* and the *Administrator*; and

- (2) *HM Treasury* and/or the *Administrator*, or one or more specified sub-contractors of *HM Treasury* and/or the *Administrator* will process the *Relevant Personal Data* and the purposes for which the *Relevant Personal Data* will be so processed; and
- (c) such other information *HM Treasury* considers to be necessary to satisfy the obligations of *HM Treasury* under the first data protection principle set out in Part 1 of Schedule 1 to the *Data Protection Act* and paragraph 2 of Part II of Schedule 1 to the *Data Protection Act* (and any equivalent obligations under any other *Data Protection Legislation*) in respect of *HM Treasury's* role as *data controller* and in respect of the *Administrator's* role processing *Relevant Personal Data* pursuant to, or in accordance with, these *Scheme Rules* and any *Administrator Agreement*; and
- (ii) obtain the explicit consent of each such *Help to Buy: ISA Holder* to:
 - (a) that *Eligible Conveyancer*, the *Administrator* and *HM Treasury*, and/or any sub-contractor of that *Eligible Conveyancer*, the *Administrator* and *HM Treasury* (in the case of a sub-contractor of the *Administrator* or *HM Treasury*, as specified in the *Conveyancer Guidelines*), processing any *Relevant Personal Data* relating to that *Help to Buy: ISA Holder*; and
 - (b) the *Eligible Conveyancer* providing any such *Relevant Personal Data* to *HM Treasury* and/or to the *Administrator*, as the processor of *HM Treasury*,

in each case, at the times required by, and in the form set out in, the *Conveyancer Guidelines*, or in any other form which is expressly approved in writing by *HM Treasury* and notified to each *Eligible Conveyancer*,

the information and details set out in paragraphs (A)(i)(a) to (i)(c) and (B)(i)(a) to (i)(c) above, being the "**Fair Processing Information**".

10.5 HM Treasury – additional protections

- (A) To the extent that *HM Treasury's* exercise of any of its rights under these *Scheme Rules* would cause them to be subject to any law of a jurisdiction other than the *United Kingdom* that imposes obligations:
 - (i) in respect of the use of information the same as or similar to *personal data*; or
 - (ii) which are similar in nature to any of those in the *Data Protection Act* and which apply to any *Relevant Personal Data* provided to *HM Treasury*, in each case by the *Administrator*, an *Eligible ISA Manager* or an *Eligible Conveyancer*, or by a *Representative* of the *Administrator*, such *Eligible ISA Manager* or *Eligible Conveyancer*, or by a third party administrator engaged by either such *Party* or engaged by a *Representative* of either such *Party*, pursuant to, or in accordance with, the *Scheme Rules* and/or the *Help to Buy: ISA Manager Guidelines* or the *Conveyancer Guidelines*,

the *Administrator*, that *Eligible ISA Manager*, or *Eligible Conveyancer* (as relevant) shall (and shall procure that each *Representative*, or third party

administrator engaged by the *Administrator*, that *Eligible ISA Manager* or *Eligible Conveyancer*, or engaged by a *Representative* of that *Eligible ISA Manager* or *Eligible Conveyancer* shall) do all such things as may be necessary in order to ensure that access to and use of the information by *HM Treasury* and/ or the *Administrator* pursuant to, or in accordance with, these *Scheme Rules* complies with that law.

- (B) Without prejudice to paragraph (A) above, the *Administrator*, an *Eligible ISA Manager* or an *Eligible Conveyancer* (as applicable) shall notify *HM Treasury* of the requirements of any law referred to in paragraph (A) (as they relate to *HM Treasury's* access to and use of the information pursuant to, or in accordance with, these *Scheme Rules*) and shall discuss with *HM Treasury* the steps that it intends to take, and shall keep *HM Treasury* informed of the steps it does take, to comply with paragraph (A).

PART IX – CONFIDENTIALITY

11. Confidentiality

- (A) Subject to paragraphs (B) and (F), each of *HM Treasury*, the *Administrator*, each *Eligible ISA Manager* and each *Eligible Conveyancer* shall, and shall procure that their *Representatives* and any third party administrator engaged by each such *Party* or by a *Representative* of such *Party* shall, keep confidential all confidential information relating to the other *Party* (and the other *Party's* business affairs) that it or its *Representatives* obtain in connection with these *Scheme Rules* or the *Help to Buy: ISA Scheme* or the negotiations leading up to them ("**Confidential Information**"). Each *Party* shall, and shall procure that its *Representatives* shall, only use the *Confidential Information* in the proper performance of such *Party's* obligations and exercise of its rights under these *Scheme Rules* and shall not divulge any of the *Confidential Information* to any other person without the prior written consent of the other *Party*, unless permitted to do so by paragraphs (B), (C), (D)(iii), (E), (F) or (G).
- (B) A *Party* or its *Representatives* may disclose *Confidential Information* if and to the extent that:
 - (i) such disclosure is required by law, regulation, or by any competent regulatory body; or
 - (ii) the information is properly disclosed pursuant to an applicable rule, order or award in the course of proceedings before any court to which that *Party* is a party; or
 - (iii) the information is disclosed on a confidential basis to that *Party's* *Representatives* in connection with these *Scheme Rules*; or
 - (iv) the disclosure is agreed in writing from time to time by the *Parties*.
- (C) Paragraph (A) shall not apply to a *Party* in relation to *Confidential Information* to the extent that that *Party* can show:
 - (i) that the information was already, or has subsequently become, published or publicly available for use other than through a breach of these *Scheme Rules* or of any confidentiality obligation owed by that *Party*; or
 - (ii) that the information was already lawfully in its possession (without restriction on disclosure or use) before it obtained the information in connection with these *Scheme Rules* or the negotiations leading up to them; or
 - (iii) that the information has subsequently lawfully been disclosed to it (without restriction on disclosure or use) by a person who is not a *Party* and who itself lawfully obtained the information and is not under any obligation restricting its disclosure or use.
- (D) Paragraph (A) shall not prevent *HM Treasury* or its *Representatives* disclosing *Confidential Information*:
 - (i) to Parliament (including any Committee of the House of Commons or the House of Lords) or to the European Commission; or
 - (ii) on a confidential basis, to any Minister of the Crown, any *United Kingdom* government department, agency or authority, the Bank of England (including, without limitation, the Prudential Regulation Authority), the Financial Conduct Authority, the Financial Policy

Committee or any other governmental, banking, taxation or regulatory agency or authority; or

- (iii) for the purpose of reporting on the establishment, performance or operation of, or compliance with, the *Help to Buy: ISA Scheme*,

subject to ensuring that, where appropriate, reasonable efforts are made to protect the confidential nature of such *Confidential Information*.

- (E) Paragraph (A) shall not prevent:

- (i) *HM Treasury* or its *Representatives* disclosing *Confidential Information* to the *Administrator*; or
- (ii) The *Administrator* or its *Representatives* disclosing *Confidential Information* to the *Administrator*,

in each case, on a confidential basis and for purposes connected with these *Scheme Rules* and/or the *Help to Buy: ISA Scheme*.

- (F) If *HM Treasury* is requested to disclose any *Confidential Information* pursuant to the provisions of the *FOI Act* (an “**FOI Request**”), *HM Treasury* shall (to the extent practicable and permissible under the *FOI Act* and consistent with the Code of Practice of the Secretary of State for Constitutional Affairs on the discharge of public authorities’ functions under Part 1 of the *FOI Act*):

- (i) notify (as applicable) the relevant *Eligible ISA Manager*, *Eligible Conveyancer* or *Help to Buy: ISA Holder* in writing of the nature and content of such *FOI Request* as soon as practicable;
- (ii) prior to the making of a disclosure pursuant to an *FOI Request*, for a period of no less than five (5) *Business Days* (or if *HM Treasury* considers there to be exceptional circumstances, such shorter period as *HM Treasury* considers reasonably practicable) consult with the relevant *Eligible ISA Manager*, *Eligible Conveyancer* or *Help to Buy: ISA Holder* as to:

- (a) whether such *FOI Request* is valid; and
- (b) whether or not disclosure pursuant to the *FOI Act* is required; and
- (c) (if *HM Treasury* determines that disclosure pursuant to the *FOI Act* is required) the scope and content of any proposed disclosure,

and, as part of such consultation process, *HM Treasury* shall take into account any representation from the relevant *Eligible ISA Manager* or *Eligible Conveyancer* as to whether the *Confidential Information* is commercially sensitive or falls within one or more of the exemptions set out in Part II of the *FOI Act* and any other representations from the relevant *Eligible ISA Manager* or *Eligible Conveyancer* as to whether or not there is an obligation to disclose such *Confidential Information* and/or the extent of any such required disclosure;

- (iii) (if *HM Treasury* determines that disclosure of any *Confidential Information* pursuant to the *FOI Act* is required and the relevant *Eligible ISA Manager* has objected to such disclosure or the extent of the proposed disclosure) give the relevant *Eligible ISA Manager* as much prior notice as is reasonably practicable prior to such disclosure being made; and

- (iv) subject to the above, *HM Treasury* shall be responsible for determining at their absolute discretion whether and to what extent disclosure of any *Confidential Information* pursuant to the *FOI Act* is required.
- (G) Nothing in this clause 11 (*Confidentiality*) shall restrict or prevent the publication by *HM Treasury* of any information (whether *Confidential Information* or otherwise):
 - (i) in accordance with any publication scheme (as defined in the *FOI Act*) adopted and maintained by *HM Treasury* in accordance with the *FOI Act*; or
 - (ii) in accordance with any model publication scheme (as defined in the *FOI Act*) applicable to *HM Treasury* as may be published from time to time by the Information Commissioner's Office.

In deciding whether to publish information (whether *Confidential Information* or otherwise) in accordance with any publication scheme or model publication scheme in accordance with the preceding paragraph, *HM Treasury* shall have due regard to whether, in their sole opinion, such information would be exempt from disclosure under the *FOI Act*.

- (H) The obligations in this clause 11 (*Confidentiality*) (together with any applicable exceptions and qualifications set out in this rule) shall survive the termination of these *Scheme Rules*.

PART X – DISPUTE RESOLUTION

12. Dispute resolution process

- (A) All *Disputes* between the *Parties* shall be determined exclusively by the English courts in accordance with English law.
- (B) A *Help to Buy: ISA Holder*, *Eligible ISA Manager* or *Eligible Conveyancer* shall not commence proceedings against the *Administrator* or *HM Treasury* without first giving notice in writing to the *Administrator* or *HM Treasury*, as applicable, that a *Dispute* has arisen.
- (C) The relevant *Parties* shall negotiate in good faith to seek to resolve the *Dispute* within 28 days of receipt of such written notice, unless the relevant *Parties* agree in writing to an alternative timeframe. If the *Parties* are unable to resolve the *Dispute* within this negotiation period, either Party may refer the matter to the English Courts in accordance with clause 12(A) (*Dispute resolution process*) above.
- (D) The *Parties* agree that neither a *Help to Buy: ISA Holder*, nor an *Eligible ISA Manager* or an *Eligible Conveyancer* shall be entitled to raise a *Dispute* with, or commence proceedings in respect of such a *Dispute* against, the *Administrator*, unless the *Dispute* concerns the performance by the *Administrator* of its obligations under the *Scheme Rules*.
- (E) The *Parties* agree that the *Administrator* cannot, and shall not, consider, determine or otherwise take any action in respect of any *Dispute*, request, query, concern, complaint or other matter raised by, or on behalf of, a person, including by an *Eligible Customer*, or a *Help to Buy: ISA Holder*, in relation to, whether directly or indirectly, the offering to the public of, or the management and operation of, a *Help to Buy: ISA*, including, but not limited to:
 - (i) the terms and conditions of;
 - (ii) the opening or closing of;
 - (iii) the operation or management of, or the provision of any services by an *Eligible ISA Manager* in respect of;
 - (iv) the eligibility criteria imposed by an *Eligible ISA Manager* in respect of; or
 - (v) the marketing of, or communications or notifications provided in respect of,

any *Help to Buy: ISA* or *Help to Buy: ISA* product.

PART XI – AMENDMENTS, WAIVERS, AND GOVERNING LAW AND JURISDICTION

13. Amendments

- (A) *HM Treasury* shall have the right to make any amendment or supplement to these *Scheme Rules* or the *Guideline Documents*, provided that such amendment or supplement does not:
- (i) prejudicially affect in a material manner:
 - (a) the rights and obligations of *Help to Buy: ISA Holders* under the *Scheme Rules* or the *Guideline Documents*;
 - (b) the rights and obligations of *Eligible ISA Managers* under the *Scheme Rules* or the *Help to Buy: ISA Manager Guidelines*; or
 - (c) the rights and obligations of *Eligible Conveyancers* under the *Scheme Rules* or the *Conveyancer Guidelines*,

in each case, which exist, or which are incurred, under the *Scheme Rules* or the *Guideline Documents* before such amendment or supplement takes effect; or
 - (ii) otherwise have retrospective effect, unless it is to correct an error or omission of a wholly technical nature and the correction is not prejudicial in a material manner to:
 - (a) the rights and obligations of *Help to Buy: ISA Holders* under the *Scheme Rules* and the *Help to Buy: ISA Scheme*;
 - (b) the rights and obligations of *Eligible ISA Managers* under the *Scheme Rules* or the *Help to Buy: ISA Manager Guidelines*; or
 - (c) the rights and obligations of *Eligible Conveyancers* under the *Scheme Rules* or the *Conveyancer Guidelines*,

in each case, which exist, or which are incurred, under the *Scheme Rules* or the *Guideline Documents* before such amendment or supplement takes effect.
- (B) In addition:
- (i) *HM Treasury* shall have the right to make any amendment or supplement to the *Scheme Rules* or the *Guideline Documents* where *HM Treasury* or Her Majesty's Government are the subject of proceedings commenced in relation to the *Help to Buy: ISA Scheme* or the *Scheme Rules*, brought under the Treaty on the Functioning of the European Union (or any legislation having force under that Treaty), including where the European Commission initiates action under Article 258 of the Treaty, and the amendment or supplement is necessary to comply with a decision of the European Commission, the Court of Justice of the European Union or a court in the *United Kingdom*, or to reach or give effect to an agreed resolution of any such proceedings; and
 - (ii) it shall be within the sole and absolute discretion of *HM Treasury* to determine whether or not an amendment or supplement is so required in order to comply with a decision of the European Commission, the Court of Justice of the European Union or a court in the *United Kingdom*, or to reach or give effect to an agreed resolution of any such proceedings as referred to in paragraph (B)(i).

(C) *HM Treasury* shall have the right to make any amendment or supplement to these *Scheme Rules* or the *Guideline Documents* not otherwise permitted under paragraphs (A) or (B) above, provided that it has first consulted in such manner as it reasonably considers to be appropriate with:

- (i) in relation to an amendment or supplement to the *Scheme Rules*, the *Eligible ISA Managers*, *Eligible Conveyancers* and *Help to Buy: ISA Holders*;
- (ii) in relation to an amendment or supplement to the *Help to Buy: ISA Manager Guidelines*, the *Eligible ISA Managers*; and
- (iii) in relation to an amendment or supplement to the *Conveyancer Guidelines*, the *Eligible Conveyancers*,

in each case in relation to the proposed amendments or supplements, unless *HM Treasury* determines that such proposed amendment or supplement should be implemented as a matter of urgency and that it is not practicable for such consultation to be carried out.

(D) Any amendment or supplement made in accordance with this clause 13 (*Amendments*) shall not take effect until the expiry of such period of time as is notified by *HM Treasury* to the other *Parties* as the period of time which must elapse before an amendment or supplement takes effect.

14. Waiver or disapplication of the Scheme Rules

Without prejudice to the *Scheme Rules* generally or to clause 13 (*Amendments*), *HM Treasury* shall be entitled, at its sole and absolute discretion, to:

- (A) waive any breach of the *Scheme Rules* by the *Administrator*, any *Eligible ISA Manager*, any *Eligible Conveyancer* or any *Help to Buy: ISA Holder*; and
- (B) make a direction that a particular requirement or provision of the *Scheme Rules* shall not apply to the *Administrator*, an *Eligible ISA Manager*, *Eligible Conveyancer*, *Eligible Customer* or *Help to Buy: ISA Holder*.

PART XII – REPLACEMENT OF THE ADMINISTRATOR**15. Replacement of the Administrator**

HM Treasury shall have the absolute right, acting at its sole discretion, by notice to the *Administrator*, to require that the *Administrator* resign its role in the *Help to Buy: ISA Scheme*. In this event, the *Administrator* shall resign and cease its activities in connection with the *Help to Buy: ISA Scheme* in the manner as agreed between it and *HM Treasury*. In this event, *HM Treasury* shall appoint a replacement entity to act as *Administrator* and shall notify each other *Party* of the replacement of the *Administrator* in accordance with the notice provisions contained in clause 18 (*Notices*).

PART XIII – NO ASSIGNMENT AND ENTIRE AGREEMENT

16. No assignment

No *Party* other than *HM Treasury* shall assign, or purport to assign, all or any part of the benefit of, or its rights or benefits under, these *Scheme Rules* without the prior written consent of *HM Treasury*.

17. Entire agreement

- (A) Except as between *HM Treasury* and the *Administrator*, these *Scheme Rules*, together with the *Help to Buy: ISA Manager Guidelines* and the *Conveyancer Guidelines*, constitute the whole and only agreement between the *Parties* relating to the subject matter of these *Scheme Rules*.
- (B) Except in the case of fraud, each *Party* acknowledges that by:
 - (i) in the case of an *Eligible ISA Manager*, executing a *Deed of Adherence*;
 - (ii) in the case of an *Eligible Conveyancer*, executing a *Conveyancer Adherence Agreement*;
 - (iii) in the case of an *Eligible Customer*, providing an *Eligible Customer Declaration*; or
 - (iv) in the case of the *Administrator*, becoming bound by the *Scheme Rules*,
 it is not relying upon any pre-contractual statement which is not repeated in the *Scheme Rules*, the *Help to Buy: ISA Manager Guidelines* or the *Conveyancer Guidelines*.
- (C) Except in the case of fraud, no *Party* shall have any right of action against any other *Party* to these *Scheme Rules* arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in the *Scheme Rules*, the *Help to Buy: ISA Manager Guidelines* or the *Conveyancer Guidelines*.
- (D) For the purposes of this clause 17 (*Entire agreement*), “pre-contractual statement” means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of the *Scheme Rules*, the *Help to Buy: ISA Manager Guidelines* and the *Conveyancer Guidelines* made or given by any person at any time prior to these *Scheme Rules* becoming legally binding.

PART XIV – NOTICES

18. Notices

- (A) Any notice or communication which *HM Treasury* or the *Administrator* makes to each *Eligible ISA Manager*, each *Eligible Conveyancer* and/or each *Help to Buy: ISA Holder* under or in connection with the *Scheme Rules*, other than under or in connection with clause 8.2(B) (*Submission of Help to Buy: ISA*):
 - (i) shall be made in writing; and
 - (ii) is permitted to be made:
 - (a) by letter, fax or by email, in each case using the address, fax number or email address provided by an *Eligible ISA Manager* or *Eligible Conveyancer* in the manner set out in the *Help to Buy: ISA Manager Guidelines* or *Conveyancer Guidelines* (as applicable);
 - (b) by announcement on the *Help to Buy: ISA Website*; or
 - (c) in the case of notices or communications made to *Help to Buy: ISA Holders* only, and which are provided to all *Help to Buy: ISA Holders*, by advertisement in at least two national newspapers.
- (B) Any notice or communication which an *Eligible ISA Manager* or an *Eligible Conveyancer* makes to *HM Treasury* and/or the *Administrator*:
 - (i) shall be made in writing; and
 - (ii) is permitted to be made by letter, fax or by email, in each case using the addresses, fax numbers or email addresses as advised by *HM Treasury* and/or the *Administrator* to each *Eligible ISA Manager* or *Eligible Conveyancer* (as applicable) or as provided in the *Help to Buy: ISA Manager Guidelines* or *Conveyancer Guidelines*.
- (C) Any communication or document made or delivered by one *Party* to another *Party* under or in connection with the *Scheme Rules* will only be effective:
 - (i) if by way of letter, when it has been left at the relevant address or five *Business Days* after being deposited in the post postage prepaid in an envelope addressed to it at that address;
 - (ii) if by way of fax, when received in legible form;
 - (iii) if by email, when actually received (or made available) in readable form;
 - (iv) if by announcement on the *Help to Buy: ISA Website*, when such announcement is publicly accessible on the *Help to Buy: ISA Website*; and
 - (v) if by advertisement in a newspaper, when the newspaper edition containing the advertisement is made available to the public.

Schedule 1
Customer information

An *Eligible ISA Manager* shall in its communications with customers (whether in writing or otherwise) as required by clause 5.1 (*Requirements for initial communications with Help to Buy: ISA Holders*) or clause 6.3 (*Requirements for ongoing communications with Help to Buy: ISA Holders*):

- (A) state that an individual who wishes to open a *Help to Buy: ISA* must be an *Eligible Customer* and provide or make available the details of the definitions of “*Eligible Customer*” and “*Residential Property Owner*”;
- (B) state that in order to qualify for a *Bonus*, that individual must also be a “*First Time Buyer*” and provide or make available the details of the definition of “*First Time Buyer*”;
- (C) state that in order to qualify for a *Bonus*, that individual must close their *Help to Buy: ISA* in the manner required by the *Scheme Rules*, and provide or make available the details of the *Help to Buy: ISA* closing requirements;
- (D) state that participation in the *Help to Buy: ISA Scheme* is subject to the *Scheme Rules* and either provide or make available a copy of the *Scheme Rules*, or inform the customer where the *Scheme Rules* can be located;
- (E) provide or make available to each *Eligible Customer*, or *Help to Buy: ISA Holder* (as applicable) the *Fair Processing Information*, in the form set out in the *Help to Buy: ISA Manager Guidelines* or in any other form which is expressly approved and notified to each *Eligible ISA Manager* in writing by *HM Treasury*; and
- (F) state that participation in the *Help to Buy: ISA Scheme* will not result in an *Eligible Customer*:
 - (i) qualifying for or otherwise being eligible to receive any other financial product or financial service (as the terms “financial product” and “financial service” are used in the Financial Conduct Authority Handbook); or
 - (ii) qualifying for, or otherwise being eligible to participate in, any other Help to Buy scheme or programme offered by Her Majesty’s Government.

Schedule 2
Help to Buy: ISA Transfer information

The following details in relation to that *Help to Buy: ISA Holder* and their *Help to Buy: ISA*:

- (A) the date on which the first payment was made in the year of assessment in which the *Help to Buy: ISA Transfer* is being made; and
- (B) the total balance of the *Help to Buy: ISA* being transferred, as at the date of the *Help to Buy: ISA Transfer*.

Schedule 3 Closing Document information

The *Closing Documents* shall be required to include:

- (A) the *Help to Buy: ISA* logo, or an indication that the *account* is a *Help to Buy: ISA*;
- (B) the forename(s) and/or initial(s), and the surname of the *Help to Buy: ISA Holder*;
- (C) the *account* number of the relevant *Help to Buy: ISA*;
- (D) the *Closing Balance* of the *Help to Buy: ISA*; and
- (E) the date on which the *Help to Buy: ISA* was closed.

From the day following the last day of the *Transitional Period*, the *Closing Documents* shall be required to include each of the items listed in paragraphs (A) to (E) above, and shall also be required to include:

- (F) a statement that the *Help to Buy: ISA Holder* should disregard, for the purposes of making a *Bonus* claim, any previous *Closing Documents* provided in relation to their *Help to Buy: ISA*;
- (G) information as to how to calculate the *Bonus* amount;
- (H) a statement from the *Eligible ISA Manager* that the *Help to Buy: ISA* has been operated in accordance with these *Scheme Rules*;
- (I) a statement that a claim for a *Bonus* must be made within 12 months of the *Account Closing Date*;
- (J) a statement that a *Help to Buy: ISA Holder* must appoint an *Eligible Conveyancer* to make an application to the *Administrator* for the *Bonus* and receive payment of the *Bonus* on their behalf; and
- (K) a statement that information in respect of the criteria to be satisfied by an *Eligible Customer* in order to make an application for a *Bonus* (through an *Eligible Conveyancer*) can be found on the *Help to Buy: ISA Website* or at any other web address that the *Administrator* notifies to the *Eligible ISA Manager* from time to time.

Schedule 4
Eligible Customer Declaration

HM Treasury/Help to Buy: ISA

Customer self-declaration (account opening)

Help to Buy: ISA Eligible Customer Declaration

I confirm, for the benefit of the *Administrator* and *HM Treasury*, that by making this *Eligible Customer Declaration*:

1. I do not own, and never have owned, any interest in land, whether in the *United Kingdom* or elsewhere, which:
 - (A) is:
 - (i) in England or Wales:
 - (a) freehold;
 - (b) leasehold, where the lease was originally granted for a term certain exceeding 21 years; or
 - (c) commonhold; or
 - (ii) in Scotland, registered or recorded, or would be capable of being registered or recorded, as a right of absolute ownership in the Land Register of Scotland or General Register of Sasines in Scotland, as applicable; or
 - (iii) in Northern Ireland:
 - (a) freehold; or
 - (b) leasehold, where the lease was originally granted for a term certain exceeding 21 years; or
 - (iv) an equivalent interest in land to the interests in land listed in paragraphs (A)(i) to (iii) above under the laws of any jurisdiction outside the *United Kingdom*;
 - (B) comprises a building that is used or suitable for use as a dwelling, or is in the process of being constructed or adapted for such use; and
 - (C)
 - (i) which I acquired as a purchaser by way of sole or joint ownership; or
 - (ii) which entitles me to possess or occupy that land.
2. I have not previously received payment of a *Bonus* under the *Help to Buy: ISA Scheme Rules* (unless the full amount of such *Bonus* has subsequently been repaid to the *Administrator* in accordance with the *Scheme Rules*).
3. I have not paid, and will not pay, into this *Help to Buy: ISA* more than the applicable monthly allowance, as set out in the *Scheme Rules*.
4. I understand that I can only hold one *Help to Buy: ISA* at any time.

5. I have been supplied with, or have had made available to me, a copy of the *Scheme Rules*, or have been provided with, or had made available to me, a link to a website where the *Scheme Rules* can be accessed, and I agree to be bound from the date of this agreement as an *Eligible Customer* by the *Scheme Rules*, as such may be amended and/or restated from time to time.

Signed: Date:

Schedule 5
First Time Buyer Declaration

Customer details

Full name:

Date of birth:

Help to Buy: ISA number:

National Insurance number:

Details of the Property

Address of the Property that is being acquired: (the "**Property**")

Purchase Price of the Property:

Is the Property in *London*: Yes / No

I confirm by signing this *First Time Buyer Declaration* that:

1. I am resident in the *United Kingdom* for tax purposes or, if not so resident, either perform duties which, by virtue of section 28 of the Income Tax (Earnings and Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the *United Kingdom*, or I am married to, or in a civil partnership with, a person who performs such duties.
2. I do not own, and never have owned any interest in land, whether in the *United Kingdom* or elsewhere, which:
 - (A) is:
 - (i) in England or Wales:
 - (a) freehold;
 - (b) leasehold, where the lease was originally granted for a term certain exceeding 21 years; or
 - (c) commonhold; or
 - (ii) in Scotland, registered or recorded, or would be capable of being registered or recorded, as a right of absolute ownership in the Land Register of Scotland or General Register of Sasines in Scotland, as applicable; or
 - (iii) in Northern Ireland:
 - (a) freehold; or
 - (b) leasehold, where the lease was originally granted for a term certain exceeding 21 years; or
 - (iv) an equivalent interest in land to the interests in land listed in paragraphs (A)(i) to (iii) above under the laws of any jurisdiction outside the *United Kingdom*; and
 - (B) comprises a building that is used or suitable for use as a dwelling, or is in the process of being constructed or adapted for such use; and

- (C) (i) which I acquired as a purchaser by way of sole or joint ownership; or
- (ii) which entitles me to possess or occupy that land.
3. I have not previously received payment of a *Bonus* under the *Help to Buy: ISA Scheme Rules* (unless the full amount of such *Bonus* has subsequently been repaid to the *Administrator* in accordance with the *Scheme Rules*).
4. I intend to occupy the *Property* as my only or main residence and will, following the acquisition of the *Property*, occupy the *Property* as my only or main residence.*
- or
- As a consequence of being either a member of the Regular Forces or the Reserve Forces (each as defined in section 372 of the Armed Forces Act 2005) or the spouse or civil partner of a member of the Regular Forces or the Reserve Forces, I am unable to occupy the *Property* as my only or main residence at the time of acquisition of the *Property* but intend, in the future, to occupy the *Property* as my only or main residence.**[Please delete as appropriate]
5. I have operated my *Help to Buy: ISA* in accordance with the terms and conditions of the *Scheme Rules* and am not aware of any circumstances which would mean that I would not be entitled to receive a *Bonus* payment under the *Scheme Rules*.
6. I understand that making a false or misleading statement in this *First Time Buyer Declaration* may give rise to personal liability and may, in accordance with the *Scheme Rules*, cause the amount of any *Bonus* payment that I receive to become immediately due and payable to the *Administrator*.

Signed: Date:

Schedule 6
Bonus request information

- (A) *Help to Buy: ISA Holder* information:
- (i) Customer name;
 - (ii) Customer *ISA account* number;
 - (iii) *Closing Balance*;
- each as set out in the *Closing Documents* provided to that *Help to Buy: ISA Holder* by the *Eligible ISA Manager*;
- (iv) Customer National Insurance number;
 - (v) Customer date of birth; and
 - (vi) the amount of the *Bonus* that the *Eligible Conveyancer* is claiming on behalf of the *Help to Buy: ISA Holder*.
- (B) A confirmation that the land proposed to be acquired by the *Help to Buy: ISA Holder* (and in respect of which acquisition the *Bonus* is being claimed) is an *Eligible Interest in Land*
- (C) A copy of the *First Time Buyer Declaration* and the *Closing Documents* of the *Help to Buy: ISA Holder*.

Schedule 7
Deed of Adherence – Eligible ISA Manager

- Parties** (1) The Commissioners of Her Majesty's Treasury ("**HM Treasury**")
- (2) [**ISA Manager**]

1. We refer to:

(A) the *Help to Buy: ISA Scheme* announced by The Commissioners of Her Majesty's Treasury in March 2015, which [**will be/and which was**] launched on 1 December 2015 (the "**Help to Buy: ISA Scheme**"); and

(B) the *Help to Buy: ISA Scheme Rules* (the "**Scheme Rules**").

This is a Deed of Adherence. Unless otherwise indicated, terms defined in the *Scheme Rules* have the same meaning in this *Deed of Adherence*.

2. [**ISA Manager**] wishes to participate in the *Help to Buy: ISA Scheme* as an *Eligible ISA Manager* and agrees to be bound by the *Scheme Rules*.
3. [**ISA Manager**] acknowledges that *HM Treasury* shall, in accordance with clause 4.1(E) (*Eligible ISA Managers*) of the *Scheme Rules*, be entitled to make a determination (in accordance with the *Scheme Rules*) that [**ISA Manager**] has ceased to be an *Eligible ISA Manager*, at which point [**ISA Manager**] shall cease to be an *Eligible ISA Manager*.
4. *HM Treasury* agrees and confirms that, on and from the date it countersigns this *Deed of Adherence*, and without prejudice to its rights under clause 4.1(E) (*Eligible ISA Managers*) of the *Scheme Rules*, [**ISA Manager**] shall be an *Eligible ISA Manager*.
5. Each party to this Deed of Adherence intends it to be a deed and confirms that it is executed and delivered as a deed, in each case notwithstanding the fact that HM Treasury may only execute it under hand.
6. This deed may be executed in any number of counterparts, and by the parties on separate counterparts but shall not be effective until each party has executed at least one counterpart.
7. This *Deed of Adherence* and any non-contractual obligations arising out of or in connection with it are governed by English law.

Executed as a deed, and delivered on the date signed by *HM Treasury*:

[**HM Treasury**]

[**date**]

[**ISA Manager**]

[**date**]

Schedule 8
Conveyancer Adherence Agreement

1. I/we refer to:
 - (A) the *Help to Buy: ISA Scheme* announced by The Commissioners of Her Majesty's Treasury in March 2015, and launched on 1 December 2015 (the "***Help to Buy: ISA Scheme***"); and
 - (B) the *Help to Buy: ISA Scheme Rules* (the "***Scheme Rules***").

This is a *Conveyancer Adherence Agreement*. Unless otherwise indicated, terms defined in the *Scheme Rules* have the same meaning in this *Conveyancer Adherence Agreement*.
2. By [clicking "**Accept**"/by ticking the box marked "**I accept**"/by signing this **Conveyancer Adherence Agreement**] I/we agree to the terms contained in this *Conveyancer Adherence Agreement*, confirm that I/we wish to participate in the *Help to Buy: ISA Scheme* as an *Eligible Conveyancer* and agree to be bound by the *Scheme Rules*.
3. I/we acknowledge that *HM Treasury* or the *Administrator* shall, in accordance with the *Scheme Rules*, be entitled to make a determination that I/we have ceased to be an *Eligible Conveyancer*, at which point I/we shall cease to be an *Eligible Conveyancer*.
4. This *Conveyancer Adherence Agreement* and any non-contractual obligations arising out of or in connection with it are governed by English law.

Schedule 9
London Boroughs

- (1) The City of London
- (2) Camden
- (3) Greenwich
- (4) Hackney
- (5) Hammersmith and Fulham
- (6) Islington
- (7) Kensington and Chelsea
- (8) Lambeth
- (9) Lewisham
- (10) Southwark
- (11) Tower Hamlets
- (12) Wandsworth
- (13) the City of Westminster
- (14) Barking and Dagenham
- (15) Barnet
- (16) Bexley
- (17) Brent
- (18) Bromley
- (19) Croydon
- (20) Ealing
- (21) Enfield
- (22) Haringey
- (23) Harrow
- (24) Havering
- (25) Hillingdon
- (26) Hounslow
- (27) Kingston upon Thames
- (28) Merton
- (29) Newham
- (30) Redbridge
- (31) Richmond upon Thames

- (32) Sutton
- (33) Waltham Forest