

LIFETIME ISA
FIRST TIME RESIDENTIAL PROPERTY PURCHASE
CONVEYANCER GUIDANCE

LIFETIME ISA – FIRST TIME RESIDENTIAL PROPERTY PURCHASE

Overview

An ISA is a savings product which provides that any gain or savings income which arises within the product is free of tax. ISAs are managed in accordance with the Individual Savings Account Regulations 1998 (S.I.1998/1870) as amended from time to time (“the ISA regulations”) – which set out eligibility criteria, annual subscription limits, and operational requirements. Only persons or firms approved by HMRC can manage ISAs – [list of authorised ISA managers](#).

On 6 April 2017 a new ISA was introduced under the Savings (Government Contributions) Act 2017 – the Lifetime ISA – an account targeted at those buying their first home or saving for later life. The Lifetime ISA is subject to many of the same rules as other ISAs but has some significant differences. For example, the Lifetime ISA provides a government match of 25% on payments into the account, up to a subscription limit of £4,000 p.a. (i.e. a maximum govt. contribution of £1,000 p.a.). To be eligible to open a Lifetime ISA an individual must be over 18 and under 40. Once an account is opened individuals can continue to subscribe whilst under age 50. Once an individual reaches 50 they can no longer subscribe to a Lifetime ISA.

An individual is free to withdraw funds or close their Lifetime ISA at any time (subject to the ISA manager’s terms and conditions). Withdrawals/closure can be made without charge for a first time residential purchase where the conditions set out in this document are met, when an individual reaches 60 or if they are terminally ill. These are known as ‘life events’.

A withdrawal from a Lifetime ISA, or the closure of a Lifetime ISA, will attract a withdrawal charge of 25% of the amount being withdrawn where a ‘life event’ has not occurred or a first time residential purchase is unsuccessful and the withdrawn funds are not returned in full.

There are now 4 types of ISA: cash ISA; stocks and shares ISA, Innovative Finance ISA and the Lifetime ISA (the Help to Buy: ISA is a particular form of cash ISA which has its own specific features, including a 25% bonus where funds are used for a first time house purchase). An individual may subscribe to all or any of the 4 types of ISA in a year but cannot subscribe to more than one ISA of the same type in the same year.

This Guidance is not binding and does not affect any person’s rights or obligations. Nor is it a statement of the law, for which reference should be made to the ISA Regulations and the Savings (Government Contributions) Act 2017 and the relevant legislation.

FUNDAMENTAL PRINCIPLES OF PROPERTY PURCHASE WITH A LIFETIME ISA

Interaction with Help to Buy: ISA

The Lifetime ISA is a new type of ISA, the Help to Buy: ISA is a form of cash ISA. A saver can therefore subscribe to both a Help to Buy: ISA and a Lifetime ISA in the same year. Some savers may decide to transfer the funds in their Help to Buy: ISA to their Lifetime ISA but there is no requirement to do so.

Investors can save into both accounts but they can only use the government bonus from one of them to buy their first home. An investor who is claiming the government bonus from a Help to Buy: ISA for a first time residential purchase cannot also make a charge-free withdrawal from a Lifetime ISA for a first time residential purchase. For example:

Mr Smith has paid into a Help to Buy: ISA and a Lifetime ISA. He may:

- transfer the funds in his Help to Buy: ISA to his Lifetime ISA and use his Lifetime ISA and associated government bonus towards the purchase of his first home by making a charge-free withdrawal from his Lifetime ISA;
- use his Help to Buy: ISA funds and associated government bonus towards the purchase of his first home and continue to use his Lifetime ISA to save for the future;
- use his Lifetime ISA funds and associated government bonus towards the purchase of his first home and withdraw the funds held in his Help to Buy: ISA to put towards the purchase of the first home (or keep them in the ISA for another occasion) without the associated government bonus; or
- use his Help to Buy: ISA funds and associated government bonus towards purchasing his first home and withdraw funds from his Lifetime ISA to put towards the purchase, with the withdrawal subject to a 25% withdrawal charge.

Where the Help to Buy: ISA is closed on transfer to any other ISA, including a Lifetime ISA, the investor is treated as if he has made a request to close the Help to Buy: ISA under paragraph 6.7 of the [Help to Buy: ISA scheme rules](#). Where this happens he will be provided with either a closing statement or a closing letter.

Where a first time purchase subsequently takes place, the relevant conveyancer will be entitled to apply for a bonus on behalf of their investor, within 12 months of the Help to Buy: ISA closure date on the sums held in the Help to Buy: ISA at the date of closure. This is subject to the rule that a government bonus claim may not be sought on both the Lifetime ISA and the Help to Buy: ISA. It is not required for the Help to Buy: ISA funds to be used towards the purchase, meaning those transferred fund could remain in the Lifetime ISA as savings for later life.

First time residential purchase with a Lifetime ISA

From 6 April 2018 it will be possible to withdraw funds (including any bonus) from a Lifetime ISA for a first time residential purchase. Any such withdrawal is subject to:

- the withdrawn funds being put towards the purchase price of a first time residential purchase in the UK by the investor (regardless of whether the purchase is made solely by the investor, jointly with another first time purchaser or jointly with another purchaser who is not a first time purchaser);
- the purchase price as a whole is no more than £450,000 (i.e. a £900,000 house will not qualify even where it is being purchased by two Lifetime ISA investors);
- the amounts(s) withdrawn is no greater than the purchase price of the residential property;

- the investor will live in the property;
- the property is purchased with a loan taken as a charge over the property (i.e. mortgage); and
- it is at least 12 months since the first payment was made to the Lifetime ISA from which the withdrawal arises.

Joint Ownership

A Lifetime ISA investor may buy jointly with others, whether or not they are also first time purchasers and irrespective of how they are funding the purchase. There is no limit under the legislation relating to ISAs to the number of individuals who may purchase a single residential property.

Where more than one Lifetime ISA investor is jointly purchasing a residential property, each must satisfy the conditions of the Lifetime ISA and each must follow the process and provide the relevant information and declarations set out in this guide.

Lifetime ISA investors may purchase a property as a joint owner with a person who already owns the property, but this is also subject to the conditions of the Lifetime ISA being satisfied.

Shared Ownership

A Lifetime ISA investor may purchase a shared ownership property subject to the conditions of the Lifetime ISA and the relevant shared ownership scheme being satisfied.

The price cap of £450,000 applies to the full sale price of the property rather than just the share purchased initially. The full sale price is calculated as a multiple of the equity share being purchased i.e. if a 25% equity share of a property is being purchased for £50,000, the full sale value is £200,000.

Alternatively, the calculation can be based on the price paid for the equity share being purchased plus the net present value of rental payments due over the term of the lease.

Legal interest in land

The purchase must be of a 'legal interest in land'. Therefore, the purchase of a property which does not provide a legal interest in land - such as a houseboat - does not satisfy the Lifetime ISA rules. However, the purchase of land for a self-build property would potentially satisfy the rules.

Occupation

On completion of the purchase, the Lifetime ISA investor must occupy the property as their only or main residence.

Where the land comprises a partially completed dwelling but, at the time of purchase completion, it is not yet habitable, the Lifetime ISA investor must intend to occupy it as their only or main residence once construction has been completed.

Buy to let

The land or property may not be purchased as a 'buy to let'. The withdrawal of funds to purchase land or property to be let by a Lifetime ISA investor will incur a 25% withdrawal charge.

An exception is made where the Lifetime ISA investor is a UK Crown employee serving overseas or their spouse or civil partner and cannot undertake immediate occupation on completion. In such

circumstance, where there is a longer term intention to occupy the property as their only or main residence, the purchase can take place as a 'buy to let' until such time as they return to the UK and take up occupation.

Purchase Price

The £450,000 maximum purchase price is to be determined as follows:

- (a) other than described in (b), (c) or (d) below, the purchase price is the value required to be paid under the sale and purchase agreement entered into in connection with the acquisition of interest in the land. This does not include any consideration attributed to the purchase of any fixtures and/or fittings;
- (b) where an interest in land is acquired under a *Regulated Home Purchase Plan*, the value required to be paid to the original seller for the legal interest in that land. This does not include any consideration attributed to the purchase of any fixtures and/or fittings;
- (c) where the acquisition is of an interest in land by a Lifetime ISA investor jointly with a person who previously owned the land, the market value of the whole of the land as determined at the time of the acquisition; or
- (d) where the acquisition is of a leasehold interest in land under a 'shared ownership arrangement':
 - (i) the value in accordance with paragraph (a) above, or
 - (ii) the value of the Premium required to be paid under the sale and purchase agreement entered into in connection with the acquisition of that interest, divided by the fraction representing the share of the property to be acquired on completion by the purchaser in return for the Premium (however described in the sale and purchase agreement or the lease).

Withdrawal amount for house purchase

There is no minimum amount which must be withdrawn from a Lifetime ISA for a house purchase and, providing the relevant conditions are met for each withdrawal, there is no limit to the number of charge-free withdrawals an investor can make for a first time residential purchase. For example:

- the individual may have more than one Lifetime ISA (either with the same or a different provider):
- an individual may need to make several withdrawals between initial deposit and completion of the purchase but all withdrawals must be used to defray the purchase price.

Where more than one withdrawal is made, the process explained in this leaflet must be followed for each withdrawal.

12 month rule

A charge-free withdrawal for a first time residential purpose can only be made from a Lifetime ISA that has been open for at least 12 months from the date of the first payment into it. The 12 month period applies to each Lifetime ISA that an individual opens. If an individual makes a withdrawal within the 12 month period, a 25% withdrawal charge will be applied.

PROPERTY PURCHASE PROCESS

The withdrawal of funds towards a first time residential purchase will be paid directly by the ISA manager to the relevant conveyancer. Prior to the process set out below commencing the ISA manager will receive the following from the investor:

- full details of their conveyancer, and
- an instruction to pay the withdrawn amount directly to that conveyancer.

Investor declaration to Conveyancer

To enable a withdrawal to take place the investor must provide the conveyancer with the following:

- the amount of requested withdrawal (or aggregated amount if withdrawing from more than one Lifetime ISA);
- details of their Lifetime ISA manager including name, address and postcode;
- the account number, or numbers, of the Lifetime ISA from which the withdrawal, or withdrawals, will be made;
- a declaration that they are a first time buyer;
- the full address and purchase price of the residential property;
- a declaration that the withdrawal will only be used to defray the purchase price of the property;
- a declaration that they are not also claiming, nor have claimed, a Help to Buy: ISA government bonus claim in connection with the purchase of any property;
- the name and address of the seller's conveyancer (if known); and
- a declaration that all the conditions for a charge-free withdrawal in respect of first time residential purchase are met, or, in the case of a purchase of land with a dwelling which is not yet habitable, when that will take place (see below).

The investor must also provide the conveyancer with a declaration that the information so provided is true and complete to the best of their knowledge and belief.

The requirements for a charge free withdrawal are set out in paragraph 6 of the Schedule to the ISA Regulations. They are as follows:

- (1) The withdrawal must only be used by the account investor towards defraying the purchase price for the acquisition by the account investor as a first-time buyer of a residential property.
- (2) The purchase price must not exceed £450,000.
- (3) The account investor must be purchasing as sole owner or as joint owner with another individual who may already own the property.
- (4) The purchase must be of a legal interest in land situated in the United Kingdom with a view to the account investor becoming a residential property owner.
- (5) The purchase must be—
 - (a) funded by a loan that will be secured by a charge over the land by way of—
 - (i) a legal mortgage (if land in England and Wales),
 - (ii) a heritable security (if land in Scotland), or

(iii) a legal charge, mortgage by conveyance, demise, assignment or sub-demise (if land in Northern Ireland); or

(b) made under the terms of a regulated home purchase plan.

(6) Except in the circumstances specified in paragraph (7) the charge under paragraph (6)(a) must not be by way of a Buy to Let Mortgage.

(7) The circumstances specified in this paragraph are where the account investor is a Crown servant serving overseas or the spouse or civil partner of such a person 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 so occupy such land.

(8) The account investor must—

(a) on completion of the purchase occupy the land as their only or main residence; or

(b) in consequence of the land comprising a residential property in the process of being constructed or adapted for use as a dwelling, on completion of the purchase must intend it to be their only or main residence and must occupy it as such on its becoming suitable for such use; or

(c) in consequence of the account investor being an individual described in paragraph (7) be unable to so occupy the land but must intend to do so in the future.

(10) The withdrawal and, where there is more than one withdrawal made for the purposes of the purchase, the aggregate of them, must not exceed the purchase price on completion of the purchase.

(11) The account investor's Lifetime ISA from which the withdrawal is made must have been open for at least 12 months after the date of the first payment into it and, for this purpose, a Lifetime ISA opened to receive the proceeds of a Lifetime ISA or a defaulted Lifetime ISA subscription or a returned withdrawal on the failure of a home purchase is to be treated as being the same Lifetime ISA as the one from which the moneys transferred or paid into the account originated.

(12) The amount of the withdrawal must be passed directly by the account manager to the account investor's conveyancer, who must be an eligible conveyancer.

(13) The account investor must—

(a) provide to their conveyancer the information referred to above with the declaration made by the account investor that it is true and complete to the best of the individual's knowledge and belief; and

(b) procure that the conveyancer provide the information referred to below to their account manager together with a declaration by the conveyancer to the same effect.

A model declaration template for use by the investor can be found at Annex A.

Conveyancer declaration to Lifetime ISA manager

In order to release the funds for the purchase, the Lifetime ISA manager needs their investor's conveyancer to provide certain information to him. It is the responsibility of the investor to provide the information and declarations set out in this leaflet to their conveyancer and to instruct their conveyancer to provide the following information directly to the Lifetime ISA manager:

- a declaration they are an eligible conveyancer;
- a declaration that they have received the information set out at Annex A from the investor and that they have no reason to believe it to be untrue or incomplete;

- the purchase price of the property;
- a declaration that the amount withdrawn will only be released towards defraying the purchase price of the property;
- details of the conveyancer's account which will receive the withdrawn funds; and
- the conveyancer's unique professional body registration number.

The conveyancer must also declare to the Lifetime ISA manager that the information they have provided is true and complete to the best of their knowledge and belief.

A model declaration template for use by the conveyancer is set out at Annex B.

Post receipt of conveyancer declaration

Once the ISA manager has received this information/confirmation they should, within 30 days of the date of receipt, pay the amount requested to the conveyancer.

However, a charge-free withdrawal for a first time residential purchase will not be actioned if the ISA manager has reason to believe the information provided to it by the conveyancer is untrue or incomplete. A manager will also not authorise a charge-free withdrawal from a Lifetime ISA within 12 months of the first payment to that account.

Purchase completed

Within 10 business days of the purchase being completed the conveyancer must notify the ISA manager of:

- (i) the date of the purchase completion;
- (ii) the account number of the Lifetime ISA from which the withdrawal was made; and
- (iii) the conveyancer's unique conveyancer reference number with the appropriate professional body..

This may be in writing, including by e-mail to the ISA manager.

Purchase failed or not completed within 90 days

The Lifetime ISA regulations require the purchase to have completed within 90 days of receipt of the withdrawn amounts by the conveyancer.

If the house purchaser or seller withdraws from the purchase or sale, or if 90 days have elapsed since the receipt of the withdrawn amounts, the account investor must ensure that the conveyancer must, within 10 business days provide the information below to the account manager of the Lifetime ISA from which the withdrawal for the acquisition was made: :

- a declaration that the purchase of the residential property in question has not completed;
- the amount of the withdrawal that is being returned and, if it is not the full amount, an account of any shortfall;
- the name and address of the account investor;
- the account number of the Lifetime ISA from which the withdrawal was made;
- the conveyancer's unique conveyancer registration number with the appropriate professional body; and

- a declaration, to the best of the individual's knowledge and belief, as to whether any of the requirements for a charge free withdrawal has not been complied with or any information provided by the account investor or conveyancer is not true or complete.

Where the house purchase falls through the amount withdrawn must be returned directly to the ISA manager by the conveyancer. The amount returned must be the same as the amount that was withdrawn. If there is a shortfall in the amount returned, the shortfall will be treated as a withdrawal and will be subject to a withdrawal charge.

Any interest which arises while the funds are held by the conveyancer may be paid directly to the investor and will not be treated as a withdrawal charge – as it did not originate from the Lifetime ISA. This must not be paid to the ISA manager.

[Purchase continuing but completion delayed beyond 90 days](#)

If the purchase is continuing but is not expected to complete within the 90 day timeframe the conveyancer may apply for an extension of time on behalf of their client.

When the property purchase is continuing but is not expected to complete within 90 days of withdrawing funds from the Lifetime ISA the investor's conveyancer can ask the ISA manager for a 60 day extension followed by a further 30 day extension if required. ISA managers must report these extensions to HMRC.

[Conveyancer liability.](#)

HMRC has the power to request any 'relevant person' to provide information relating to a withdrawal from a Lifetime ISA and the power to inspect documents. 'Relevant person' includes any person who may have received the whole or part of an amount withdrawn from a Lifetime ISA and may include the conveyancer. Penalties can be charged if there are any inaccuracies when replying to HMRC's information notices.

Model Investor declaration

Lifetime ISA investors buying their first home must provide a declaration and information to the conveyancer dealing with the property purchase in accordance with the ISA Regulations. It is recommended that the declaration should be in the same format and contain the same information as the model declaration below (failure to include the information may result in the ISA manager rejecting the withdrawal request):

Lifetime ISA – model investor declaration

Note:

To be allowed to make a charge-free withdrawal from your Lifetime ISA for the purchase of your first residential property you must provide **all of** the following information to the conveyancer you have appointed to act on your behalf.

If your house purchase does not proceed within 90 days of your conveyancer receiving the funds, and your conveyancer has not received an extension of time, all of the funds withdrawn from your Lifetime ISA must be returned to your Lifetime ISA manager. If any funds are not repaid into your Lifetime ISA you will be liable to pay a 25% withdrawal charge on the shortfall.

Your details:

Title: First name:

Surname:

Current address:

Postcode:

Price of the property you are buying: £.....

(this cannot be more than £450,000)

Address of property you are buying:

.....

Postcode:

I am buying my first residential property and I want to withdraw the sum of

£..... from my Lifetime ISA.

Name of Lifetime ISA manager:

Address of Lifetime ISA manager:

.....

Postcode:

Lifetime ISA Account number(s)

Name of seller's Conveyancer (if known)

.....

Address of seller's Conveyancer (if known)

.....

Postcode: (if known)

I declare that:

- I am a first time buyer;
- I will only use the funds I have withdrawn from my Lifetime ISA towards buying my first residential property;
- the funds withdrawn from my Lifetime ISA do not exceed the purchase price of the property;
- the Lifetime ISA(s) from which I am withdrawing funds has been open for at least 12 months;
- I have not claimed/ I am not claiming a government bonus on funds in Help to Buy: ISA for this purchase or a previous property purchase;
- on completion the property will be my only or main residence, or will become so as soon as it is suitable for use;
- I am purchasing the property as a sole owner or as a joint owner with another individual who may already own the property;
- I am purchasing a legal interest in land with a loan taken as a charge over the property, or as a part of a regulated home purchase plan;
- I am not purchasing the property by means of a 'buy to let' mortgage; OR I am a UK Crown employee serving overseas, or their spouse or civil partner, and am purchasing the property by means of a 'buy to let' mortgage, with the intention of occupying the property as my only or main residence on my return to the UK;
- all funds withdrawn from my Lifetime ISA will pass directly from my Lifetime ISA manager to my conveyancer, who is an eligible conveyancer;
- I have provided the necessary information and declarations to my conveyancer;
- I authorise and have requested my conveyancer to provide all necessary information and declarations to my Lifetime ISA manager.

I declare that the information I have provided is true and complete to the best of my knowledge and belief.

Name

Signature Date

Notes for Lifetime ISA investors

You can use funds from your Lifetime ISA to buy your first residential property:

- with other purchasers who may or may not be first time purchasers. There is no limit under the legislation relating to the Lifetime ISA on the number of individuals who can buy a single residential property;
- as joint owner with another person who may already own the property;
- as joint owner with one or more individuals who will also use funds held in their own Lifetime ISA or Help to Buy ISA.

You must:

- purchase a legal interest in land with a loan taken as a charge over the property i.e. a mortgage but not a 'buy to let' mortgage;
- on completion of the purchase immediately occupy the land as your only or main residence;
- on completion of a partially completed dwelling occupy it as your only or main residence.

If you are a UK Crown employee serving overseas (e.g. a member of the armed forces serving abroad), or their spouse or civil partner, you may purchase the property by means of a 'buy to let' mortgage, on the understanding that you will occupy the property as your only or main residence on your return to the UK.

The amount withdrawn from your Lifetime ISA must be less than the purchase price of your first residential property.

The maximum purchase price of £450,000 applies irrespective of whether it is a sole or joint purchase.

Model Conveyancer declaration

Conveyancers must provide the following declaration and information to a Lifetime ISA manager in order for funds to be released from the Lifetime ISA. Conveyancers may use their own letter headed paper but it is recommended that the declaration should be in the same format and contain the same information as the model declaration below (failure to include this information may result in the ISA manager rejecting the withdrawal request):

Lifetime ISA – model conveyancer declaration

Note:

When you receive a declaration from the Lifetime ISA investor who has appointed you to purchase their first residential property home you must declare all of the following information to the manager of your client's Lifetime ISA.

If your client's house purchase does not proceed within 90 days of you receiving the Lifetime ISA funds and you have not received an extension of time, you should repay all of the funds to your client's Lifetime ISA manager. Any funds not repaid into your client's Lifetime ISA will incur a 25% withdrawal charge that your client will be required to pay to HM Revenue & Customs.

Your name:

Professional address:

Postcode:

Your unique professional body registration no:

Your email address:

Name of the relevant ISA manager:

.....

Their address:

.....

Their postcode:

Account details into which funds should be transferred by the ISA manager:

.....

Your Client's details (the Lifetime ISA investor)

Title: First name:

Surname:

Address:

Postcode:

Client account number(s) from which funds are being withdrawn:

.....

Amount being withdrawn from client's Lifetime ISA(s): £.....

Purchase price of your client's property: £

(this cannot be more than £450,000)

Address of the property your client is buying:

.....

Postcode

I declare that:

- I am an eligible conveyancer;
- I have received the information on this declaration from my client who has declared it to be true and complete to the best of their knowledge;
- I will only use the Lifetime ISA funds released towards the purchase price of my client's first residential property, or my client's first share in a residential property;
- If the purchase does not proceed within 90 days of the date of receipt of my client's Lifetime ISA funds, and I have not received an extension of time, I will return the withdrawn funds in full;
- On completion the property will be used by my client as their only or main residence;
- The property will be purchased with a loan taken as a charge over the property excluding a 'buy to let Mortgage' (other than where your client is a UK Crown employee serving overseas, or their spouse or civil partner, and cannot undertake immediate occupation on completion);
- The information provided by me is true and complete to the best of my knowledge.

Name

Position

Signature

Date

.....

Notes for Conveyancers

Your clients can use funds in their Lifetime ISA to buy their first residential property:

- with other purchasers who may or may not be first time purchasers, there is no limit on the number of individuals who can buy a single residential property.
- as joint owner with another person who may already own the property.
- as joint owner with one or more individuals who will use funds held in their own Lifetime ISA.

Your client must:

- purchase a legal interest in land with a loan taken as a charge over the property i.e. a mortgage but not a 'buy to let Mortgage'. A 'buy to let mortgage is only permissible where your client is a UK Crown employee serving overseas, or their spouse or civil partner, and cannot occupy the property on completion.
- on completion of the purchase occupy the land as their only or main residence
- on completion of a partially completed dwelling occupy it as their only or main residence

The amount withdrawn from your client's Lifetime ISA must be no more than the purchase price of the residential property.

The maximum purchase price of £450,000 applies irrespective of whether it is a sole or joint purchase.

Time limits

If your client's purchase is continuing but is not expected to complete within 90 days of receiving funds from your client's Lifetime ISA you must ask your client's Lifetime ISA manager for a 60 day extension.

If, having received an authorised extension of 60 days, your client's purchase is still continuing but is not expected to complete within the timescale of the extension you must ask your client's Lifetime ISA manager for a final 30 day extension.

If, having received the final extension of 30 days, the purchase is not expected to complete within the timescale of that final extension (i.e. the purchase has been continuing for 180 days) you must return the withdrawn funds in full to your client's Lifetime ISA manager. Where required, the house purchase withdrawal process may be repeated to release the funds without penalty to complete the purchase.

In the absence of a request for an extension, the withdrawal may be liable to a withdrawal charge.

Definition of terms

Buy to let mortgage	a loan made to one or more borrowers to be secured by a mortgage over a residential 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.
eligible conveyancer	(a) in England and Wales, a conveyancer within the meaning of rule 217A of the Land Registration Rules 2003; (b) in Scotland, a solicitor or advocate within the meaning of section 65 of the Solicitors (Scotland) Act 1980, or a ‘conveyancing practitioner’ as defined in section 23 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990; (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.
first time buyer	an account investor who is not, and never has been, a residential property owner.
a legal interest in land	includes land which will be acquired under the terms of a regulated home purchase plan.
purchase price	(a) in connection with the acquisition of any legal interest in land in circumstances other than those described in paragraph (b), (c) or (d), 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; or (b) in connection with the acquisition of any legal 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; or (c) in connection with the acquisition of a legal interest in land by an individual who as a result of the acquisition becomes a joint owner of the land with another individual who previously owned the land, the market value of the whole of the land as determined at the time of the acquisition; or (d) in connection with the acquisition of a leasehold legal interest in land under a shared ownership arrangement— (i) the value determined in accordance with paragraph (a), or (ii) the value of the premium 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, divided by the fraction representing the share of the property to be acquired on completion by the purchaser in return for the premium (howsoever described in the sale and purchase agreement or the lease).
regulated home purchase plan	a home purchase plan that is a regulated home purchase plan within the meaning of Article 63F of the Regulated Activities Order 2001.
residential property owner	an individual who owns as sole or joint owner an interest in residential property (including a legal interest in land acquired under the terms of a

	<p>regulated home purchase plan or a shared ownership arrangement), which is—</p> <p>(a) in England or Wales—</p> <p>(i) freehold;</p> <p>(ii) leasehold, where the lease was originally granted for a term certain exceeding 21 years; or</p> <p>(iii) commonhold;</p> <p>(b) 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;</p> <p>(c) in Northern Ireland—</p> <p>(i) freehold; or</p> <p>(ii) leasehold, where the lease was originally granted for a term certain exceeding 21 years; or</p> <p>(d) an equivalent interest in land to the legal interests in land listed in paragraphs (a) to (c) under the laws of any jurisdiction outside the United Kingdom.</p>
residential property	a legal interest in land which 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.
shared ownership arrangement	<p>an arrangement whereby a purchaser acquires from a housing association, local authority or other person a leasehold legal interest in a property which is specified in the sale and purchase agreement and the lease to be comprised of —</p> <p>(a) a share for which the purchaser is required to pay a premium on completion, and</p> <p>(b) a separate share in respect of which the purchaser is required to pay a periodic rent over the term of the lease.</p>