

Mortgage Account number: _____

INDEPENDENT LEGAL ADVICE CONFIRMATION (Scotland)

All words and phrases shown in bold type in this confirmation shall have the meaning given to them below or if they are not defined shall have the meaning given to them in the conditions (as defined below).

You	means: Being a person who, either in the capacity as joint borrower or other occupier of the property may not benefit from the mortgage or is disadvantaged by it.
We or us or lender	means Bluestone Mortgages Limited (incorporated in England and Wales with company number 02305213 and having its registered office at 3rd Floor, 22 Chancery Lane, London, WC2A 1LS) and any relevant transferee
Property	means the property known as: Postcode:
Conditions	means the Bluestone Mortgages General Terms and Conditions (Scotland) 2020 (2nd Edition) made by the lender dated 11/03/2020 and registered in the Books of Council and Session on 13/03/2020.
Solicitor	means: who is a solicitor working for at the address

Where any of the undertakings, representations or agreements contained in this confirmation are given by more than one person, they shall be treated as having been given by those persons jointly and severally.

TO BE COMPLETED BY YOU

(this section is to be completed by the individual required to receive independent legal advice)

You acknowledge that the **mortgage deed** secures the **initial loan** and any **further loan** that the **lender** may, but is not obliged to, make without obtaining any further consent.

You confirm that:

- before signing this confirmation a representative of the lender has explained to you that you must obtain legal advice from an independent solicitor (being a solicitor who is not the same as the lender's solicitor and/or any solicitor acting for any other borrower in connection with the mortgage);
- before signing this confirmation the independent solicitor has explained to you:
 - the mortgage documents, and the conditions;
 - the consequences of any consent given, obligation undertaken or breach under the conditions and under the mortgage documents or form of consent, as applicable; and
 - the lender's rights under the conditions and the mortgage documents;
- you acknowledge that if the conditions or the mortgage documents are not complied with, the lender may, among other things, enforce the mortgage security and sell the property;
- the lender may from time to time assign, grant security over, or otherwise dispose of its interest in the mortgage without obtaining any further consent from you and you acknowledge that any successor or transferee of the lender may rely upon the terms of this confirmation; and
- you understand the provisions of this confirmation and that you are entering into it freely and without coercion of any kind.

Signed:

Witnessed by the independent Solicitor:

Signature

Signature

Printed name (in capitals)

Printed name (in capitals)

Date

Solicitor's firm name and address

TO BE COMPLETED BY THE SOLICITOR

(this section is to be completed by the independent solicitor who has advised the signatory of the confirmation above)

To the **lender**

I, _____ of _____, certify that:

- 1) before _____ executed this independent legal advice confirmation, I explained to the signatory:
 - the mortgage documents and the conditions;
 - the obligations under the mortgage documents, conditions or form of consent as applicable and the relevant consequences of any consent given or breach of the relevant terms;
 - the lender's rights under the conditions and the mortgage documents; and
 - that if the conditions or the mortgage documents are not complied with, the lender may, among other things, enforce the mortgage security and sell the property;
- 2) I am satisfied that the signatory understands the nature of the **mortgage documents** (or the **form of consent**, as applicable) and the above confirmation and their meaning, consequences and effects;
- 3) to the best of my knowledge the signatory has freely executed the **mortgage documents** (or the **form of consent**, as applicable) and the above confirmation without undue influence, coercion or duress or in reliance upon any misrepresentation; and
- 4) I am satisfied that the person who has executed the above confirmation has produced reliable evidence to prove their identity.

Name of **solicitor** _____

Signature of **solicitor** _____

Name of **solicitor's** firm _____

Date _____