

Occupier Deed of Consent

THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT YOU TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING. THIS DOCUMENT IS TO BE SIGNED BY EACH PERSON AGED 17 OR OVER WHO WILL OCCUPY THE MORTGAGED PROPERTY FOLLOWING COMPLETION OF THE MORTGAGE DEED AND WHO IS NOT A PARTY THERETO. THE MORTGAGE DEED SECURES ALL SUMS DUE OR TO BECOME DUE TO THE LENDER BY THE BORROWER. IF YOU SIGN THIS DEED AND THE LENDER IS NOT PAID YOU MAY LOSE ANY INTEREST YOU HAVE IN THE PROPERTY.

All words and phrases shown in bold type in this deed have the meaning given to them in the conditions (as defined below) unless otherwise defined herein.

Date	
Occupier or you (and the normal extension of these terms)	means <i>[name and address]</i> , <i>[and [name and address]]</i> [each] being a person who is in or may go into occupation of the property (as indicated below).
Mortgage account number	
Borrower	means <i>[name]</i> of <i>[address]</i> The term borrower includes that person's executors and personal representatives and any person claiming any right or interest from or through the borrower or to whom title to the property passes. Where the borrower is more than one person, the term " borrower " shall mean all those persons. All obligations of the borrowers shall be treated as having been given by those persons jointly and severally.
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 & Tenure	means the <i>[tenure]</i> property known as:
Title number	
Conditions	means the Bluestone Mortgages Limited General Terms and Conditions (England & Wales) 2020 – 3rd Edition and any lawful variation thereto.
Mortgage deed	means a deed of mortgage pursuant to which the borrower , with full legal title guarantee charges the property by way of legal mortgage, as continuing security in favour of the lender for the payment of the secured amount (as defined therein).
Conveyancer	means <i>[name and address of the firm]</i> , [SRA /Fellow of the Institute of Legal Executives] registration number:[●]

1 You acknowledge that:

- (a) the **borrower** (or each of the **borrowers**, as applicable) intends to enter into the **mortgage deed**;
- (b) the **mortgage deed** secures the **mortgage loan** (which includes the **initial loan** and any **further loan**) that the **lender** may, but is not obliged to, make, without obtaining any further consent from **you**.

2 by signing this form, **you** confirm that **you**:

- (a) occupy, or are about to occupy, the **property**;
- (b) do not have a tenancy of the **property**;
- (c) consent to the **property** being charged on the terms of the **mortgage deed**;
- (d) agree that all present and future rights and interests (including any right of occupation and any charge arising under the Matrimonial Homes Act or any similar law) **you** may have from time to time in the **property** or its proceeds of sale are postponed to, and take effect subject to, the rights and remedies of the **lender** under the **mortgage deed**;
- (e) understand that if the **borrower(s)** fail(s) to perform their **payment** or any payment obligations under the **mortgage deed** or otherwise breach(es) any obligation under the **conditions**, the **lender** may apply to the Court to take possession of, and sell, the **property**;
- (f) agree that if the Court grants such an application, upon request, you will immediately leave the **property** to enable it to be sold and **you** will have no right to stay in the **property** or in its proceeds of sale;
- (g) will not maintain against the **lender** any right or interest in the **property** and to give possession of the property to the **lender** if it exercises its rights under the **mortgage deed**;
- (h) agree that the provisions of this deed shall not be affected in any way by any grant of time, indulgence, variation, release waiver, further advance or other arrangement of whatever nature now or at any time allowed or granted to the **borrower(s)** by **us**;
- (i) agree that the **lender** may from time to time assign, charge or otherwise dispose of its interest in the property without obtaining any further consent from **you** and that the benefit of this deed may be transferred to and enforced by anyone who has the benefit of the **mortgage deed**.

This deed is governed by English law.

IN WITNESS of which this deed has been executed and delivered as a deed by **you** in the presence of the witness(es) named below (who must be at least 18 years old and not a spouse, civil partner relative or cohabitee of any **borrower(s)/occupier(s)**) on the date indicated at the start of this deed:

Signature of occupier	
Signature of witness	
Full name of witness (in capitals)	
Address of witness	

Signature of occupier	
Signature of witness	
Full name of witness (in capitals)	
Address of witness	

Signature of occupier	
Signature of witness	
Full name of witness (in capitals)	
Address of witness	

Signature of occupier	
Signature of witness	
Full name of witness (in capitals)	
Address of witness	

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