

Independent Legal Advice Confirmation

All words and phrases shown in bold type in this notice 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 [<i>name and address</i>] 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.
Mortgage account number	
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 [<i>tenure</i>] property known as:
Conditions	means the Bluestone Mortgages Limited General Terms and Conditions (England & Wales) 2020 – 3rd Edition and any lawful variation thereto.
Solicitor	Means [<i>solicitor name</i>] who is a solicitor working for [<i>Solicitor firm name</i>] at [<i>solicitor firm address</i>] SRA registration number: [●]

Where any of the covenants, 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 **loan**);
- 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 **deed 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, apply to the Court to take possession of, and sell, the **property**;
- 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 **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.

Signature	
Full name (in capitals)	
Date	

Witnessed by the independent Solicitor	
Full 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, [name and surname] of [Solicitor's firm name and address], certify that:

- 1) before [name of the signatory above] 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 **deed 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, apply to the Court to take possession of, and sell, the **property**;
- 2) I am satisfied that the signatory understands the nature of the **mortgage documents** (or the **deed 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 **deed 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.

Signature	
Full name (in capitals)	
Solicitor's firm name	
Date	

Get in touch if you need this document in Braille, large print or audio tape