

Independent Legal Advice Certificate

Mortgage Account Number:	Date:
Client (the Occupier): (insert full name)	
We/us (the Lender):	The Mortgage Lender Limited (or any person or company to whom we assign or transfer any of our rights under your Mortgage Agreement or your mortgage.)
The Borrower(s):	
The Property:	
Postcode:	

Certificate by solicitor / licensed conveyancer

By signing this certificate, I, the undersigned, certify to you that:

1. I am either (a) a qualified solicitor in England and Wales and I hold a current practising certificate issued by the Solicitors Regulation Authority, (b) a qualified licensed conveyancer in England and Wales and I hold a current conveyancing licence issued by the Council for Licensed Conveyancers in England and Wales, or (c) a qualified solicitor in Scotland and I hold a current practising certificate issued by the Law Society of Scotland.
2. I have been instructed by the client to advise the client on the nature, meaning and effect of the Mortgage Agreement.
3. I have been provided with the Mortgage Agreement.
4. I have given to the client such independent advice and taken such steps as I consider appropriate so as to be satisfied that:
 - (a) the client fully understands the purpose of the Mortgage Agreement, the nature, meaning and effect of the Mortgage Agreement, including the extent of the liabilities to be undertaken by the client and the consequences of entering into the Mortgage Agreement, and, in particular, how they affect the rights of the client in relation to the property;
 - (b) that the client has freely consented to and has entered into the Mortgage Agreement without influence or duress or in reliance upon any misrepresentation; and
 - (c) the client fully understands the content and effect of the Mortgage Agreement, including that the Mortgage Agreement secures the amount owing and/or to be owing (as applicable) and any further advances, interest, fees, charges and expenses; and
 - (d) the client fully understands all future correspondence, both written and verbal, would be in English.
5. The client was seen alone in a face to face meeting and was asked to articulate the circumstances under which the Mortgage Agreement was being entered into. There was no evidence of any undue influence or pressure being applied to the client.
6. I sought the client's understanding of the implications arising, and potentially arising, from this transaction and the client answered positively.

7. I explained that the client has a choice whether or not to enter into the Mortgage Agreement and that if the client did enter into the Mortgage Agreement, the client would be legally bound by them and that the client would not be able to withdraw.
8. The client either produced reliable evidence to me which establishes the client's identity or otherwise is well known to me.
9. The Mortgage Deed was signed by the client in my presence and I witnessed the signature on the Mortgage Deed.

Signature of solicitor/licensed conveyancer:	Date:	Company/firm address or stamp:
Solicitor/licensed conveyancer name:	Position:	
Company/firm name:	Contact number:	

Acknowledgement by the client

By signing this certificate, I, the undersigned (being the client), certify and acknowledge to you that, before signing this certificate and the Mortgage Agreement:

1. I was informed that, for my own protection, you require a written confirmation from a solicitor/licensed conveyancer to the effect that, among other things, the solicitor/licensed conveyancer has fully explained, and advised me as to, the nature, meaning and effect of the Mortgage Agreement and its legal and practical implications to me and I accordingly instructed the solicitor/licensed conveyancer named above to advise me accordingly.
2. I was also informed that a purpose of that requirement is that I should not be able to dispute that I am legally bound by the Mortgage Agreement.

Signature of client:
Full name of client in block capitals:
Date: