Confirmation of Independent Legal Advice

In this Confirmation:

Mortgage account number:	
Mortgage:	Means the proposed loan by the Lender secured over the Property.
The Signatory:	*(Insert Name and Address)* Being the 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.
The Lender:	LiveMore Capital Limited (incorporated in England and Wales with registered number 11630369) whose registered office is at 2-4 Exmoor Street, London W10 6BD ("LiveMore") and any transferee of its rights.
The Borrower:	
The Property:	Means the Property known as: *(insert Property address)*
Postcode:	
Title Number:	
Independent Solicitor:	Means _____ *(solicitor name)*, a solicitor working for _____ *(solicitor firm name)* at _____ *(address)*, Law Society of Scotland registration number _____, a firm which is not acting for the Lender, or for any other borrower in connection with the Mortgage.

To be completed by you, the individual required to receive independent legal advice:

You confirm that:

(i) a representative of the Lender has explained to you that you must obtain your own independent legal advice.

(ii) the Independent Solicitor has explained to you:
- the Lender's rights and obligations under the terms of the Mortgage;
- the reason for the requirement of independent advice;
- the consequences of this Confirmation being given by you.

(iii) you acknowledge that:
- the standard security to be entered into in relation to the Mortgage secures the initial loan and any further loan that the Lender may (but is not obliged to) make, without obtaining any further consent.
- if the terms of the Mortgage are not complied with, the Lender may, among other things, apply to the courts 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
- any successor, assignee or transferee of the Lender may rely upon the terms of this Confirmation.

(iv) you understand the provisions of this Confirmation, and you are giving it (and [if applicable] entering into the Mortgage) freely, without coercion of any kind.

Signed:	Signature:	
	Print name: (in CAPITALS)	
Witnessed by the Independent Solicitor:	Signature:	
	Print name: (in CAPITALS)	
	Solicitor's firm name and address:	
	Date of signing:	

To be completed by the Independent Solicitor who has advised the above Signatory of the confirmation:

To the Lender

I, _____ *(name)* of _____

_____ *(solicitor's firm name and address)*, certify that:

1. Neither my firm nor I are acting for the Lender, or for any other borrower in connection with the Mortgage.
2. Before the Signatory named above, _____ *(name)*, executed this Confirmation, I explained to the Signatory:
   - the Lender's rights and obligations under the terms of the Mortgage;
   - the reason for the requirement of independent advice;
   - the consequences of this Confirmation being given by the Signatory;
   - that if the terms of the Mortgage are not complied with, the Lender may, among other things, apply to the courts to take possession of, and sell, the Property.
3. I am satisfied that the Signatory understands the nature of the Mortgage documents and the above Confirmation and their consequences and effects.
4. To the best of my knowledge the Signatory has freely executed the above Confirmation (and (if applicable) the Mortgage documentation) without undue influence, coercion or duress or in reliance upon any misrepresentation; and
5. I am satisfied that the person who has executed the above Confirmation (and (if applicable) the Mortgage documentation) has produced reliable evidence to prove their identity.

Signed:	Name of Solicitor:	
	Signature of Solicitor:	
	Name of Solicitor's firm:	
	Date:	
	Place:	

LiveMore Capital Limited is authorised and regulated by the Financial Conduct Authority reference number 820578
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