

## 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 they are given different meanings below.

<b>Date</b>	
<b>Occupier or you</b>	means [name and address],  [and [name and address]]  [each] being a person who occupies or may go into occupation of the <b>property</b> (as indicated below).
<b>Mortgage account number</b>	
<b>Borrower</b>	means [name] of [address]  This includes the <b>borrower's</b> personal representatives and anyone who takes over the legal rights and duties of the <b>borrower</b> under the agreement. If there is more than one <b>borrower</b> , the terms "borrower" means any or all of them.  Each <b>borrower</b> is responsible for the entire agreement as individuals and also responsible jointly.
<b>We or Us or Lender</b>	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 person to whom the <b>lender</b> transfers its rights in accordance with the <b>conditions</b> ..
<b>Property &amp; Tenure</b>	means the [tenure] <b>property</b> known as: [PROPERTY] registered at the Land Registry with the title number shown below.
<b>Title number</b>	
<b>Conditions</b>	means the Bluestone Mortgages General Mortgage Conditions 2023 (England & Wales) and any lawful variation of them.

<b>Mortgage debt</b>	amounts set out in conditions 1 (What, when and how you will repay your mortgage), 2 (the interest we charge) and 3 (our costs and charges) of the <b>conditions</b> and includes:  <ul style="list-style-type: none"> <li>(a) the amount the <b>lender</b> has lent to the <b>borrower</b>;</li> <li>(b) any further money the <b>lender</b> lends to the <b>borrower</b>;</li> <li>(c) any <b>costs and charges</b> payable to the <b>lender</b>;</li> <li>(d) any tax or <b>interest</b> payable by the <b>borrower</b>, and</li> <li>(e) any other amount payable to the <b>lender</b> under the <b>agreement</b>.</li> </ul>
<b>Mortgage deed</b>	means an agreement under which the <b>borrower</b> creates security over the <b>property</b> to the lender in order to secure their liabilities to the lender.
<b>Conveyancer</b>	means [name and address of the firm], [SRA/Fellow of the Institute of Legal Executives] registration number:[●]

- 1 The **borrower** intends to enter into the **mortgage deed** over the **property** to secure a loan to be made to them by the **lender**. As part of those arrangements, the **lender** requires each **occupier** of the **property** to acknowledge that any rights they may have to occupy the **property** will sit behind the **mortgage deed** and that they will not be able to claim a right of occupation ahead of the **lender's** interest under the **mortgage deed**.
- 2 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 debt** (which includes the initial loan and any further loan) that the **lender** may make to the borrower, without needing **your** consent.
- 3 by signing this document, you confirm that you:
  - (a) occupy, or are about to occupy, the **property**;
  - (b) do not have a tenancy of the **property**;
  - (c) agree to borrower granting the **lender** security over the **property** on the terms of the **mortgage deed**;
  - (d) agree that all your present and future rights and interests to the **property** (including any right of occupation and any charge arising under the Matrimonial Homes Act or any similar law) **are** subject to, and sit behind, the rights and remedies of the **lender** under the **mortgage deed**;
  - (e) understand that if the **borrower(s)** breaks their **agreement** with the **lender** (for example they fail to pay their monthly payment), 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, you will (when asked to do so by the **lender**) 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) you will not claim any right or interest in the **property**, or oppose giving 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 the **lender**.
- (i) agree that the **lender** may from time to time transfer its rights to the **property** under the **mortgage deed** and the agreement to another person without obtaining any further consent from **you** and that therefore this deed may be enforced by anyone to whom the **lender** makes such a transfer.

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 <b>occupier</b>	
Signature of witness	
Full name of witness (in capitals)	
Address of witness	

Signature of <b>occupier</b>	
Signature of witness	
Full name of witness (in capitals)	
Address of witness	

Signature of <b>occupier</b>	
Signature of witness	
Full name of witness (in capitals)	
Address of witness	

Signature of <b>occupier</b>	
Signature of witness	
Full name of witness (in capitals)	
Address of witness	

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

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