

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 [name and address] 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, WC2A1LS and any person who we transfer any of our rights in the mortgage to.
Property	Means the [tenure] property known as:
Conditions	Means the Bluestone Mortgages General Mortgage Conditions 2023 (England & Wales) and any lawful variation thereto.
Deed of consent	the deed of consent in the form provided by us to be executed by any person occupying the property who we require to agree that their interest in the property and any related rights are subject to our rights under the mortgage deed .
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 **mortgage**);
- before signing this confirmation the independent solicitor has explained to you:
 - the mortgage documents;
 - the consequences of any consent given, obligation undertaken or breach under the **mortgage or deed of consent, as applicable; and** the lender's rights under the conditions and the mortgage documents;
 - **the lender's rights under the conditions and the mortgage;**
- **you** acknowledge that if the **conditions** or the **mortgage** 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 person to whom **we** transfer any of our rights in the **mortgage** 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		Witnessed by the independent Solicitor	
Full name		Full name	
(in capitals)		(in capitals)	
Date		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 documents comprising the **mortgage**;
 - the obligations under the **mortgage** 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 **mortgage**; and
 - that if the **mortgage** is 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 documents comprising the **mortgage** (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** (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.

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