

Mortgage Account Number: _____

Independent Legal Advice Confirmation (Scotland)

All words and phrases shown in bold type in this confirmation 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 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.
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 person who we transfer any of our rights in the mortgage to.
Property	means the property known as [●] Postcode: [●]
Conditions	means the Bluestone Mortgages General Mortgage Conditions 2023 (Scotland) by the lender dated 20 September 2023 and registered in the Books of Council and Session on 28 September 2023.
Form of consent	the form of consent contained in the mortgage deed 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 [●] who is a solicitor working for firm [●] at address [●]

Where any of the undertakings, 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 money that the **lender** may, but is not obliged to, make without obtaining any further consent.

You confirm that:

1. 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);
2. before signing this confirmation the independent solicitor has explained to **you**:
 - a) the **mortgage** documents;
 - b) any the consequences of any consent given, obligation undertaken or breach under the conditions and under the **mortgage** or **form of consent**, as applicable; and
 - c) the lender's rights under the **mortgage** documents;
3. **you** acknowledge that if the **mortgage** documents are not complied with, the **lender** may, among other things, enforce the **mortgage deed** and sell the **property**;
4. the **lender** may from time to time assign, grant security over, or otherwise dispose of its interest in the **mortgage** without obtaining any further consent from **you** and **you** acknowledge that any person to whom **we** transfer any of our rights in the **mortgage** rely upon the terms of this confirmation; and
5. **you** understand the provisions of this confirmation and that you are entering into it freely and without coercion of any kind.

Signed:

Signature	
Printed name (in capitals)	
Date	

Witnessed by the independent solicitor:

Signature	
Printed name (in capitals)	
Date	
Solicitor 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, [●] of [●], certify that:

1. before [●] executed this independent legal advice confirmation, I explained to the signatory:
 - a) the documents comprising the **mortgage**;
 - b) the obligations under the **mortgage** or **form of consent** as applicable and the relevant consequences of any consent given or breach of the relevant terms;
 - c) the lender's rights under the conditions and the mortgage documents; and
 - d) And that if the **mortgage** is not complied with, the **lender** may, among other things, enforce the **mortgage deed** and sell the **property**;
2. I am satisfied that the signatory understands the nature of the **mortgage** (or the **form 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 **form 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.

Name of Solicitor	
Signature of Solicitor	
Name of Solicitor's firm	
Date	

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

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