

Better HomeOwnership

Occupier Deed of Consent

This is an important legal document, and we strongly advise you to seek independent legal advice before signing. Each individual aged 17 or over, who will reside in the mortgaged property after completion of the mortgage deed, and who is not a party to the mortgage deed, must sign this document. The mortgage deed secures all amounts owed or that may become owed to the lender by the borrower(s). If you sign this deed and the borrower fails to make payments, you could lose any interest you have in the property.

Date :	
Mortgage Account Number:	
Occupier(s) Full Name(s):	
Property/Security Address:	
Mortgage deed	Means the mortgage deed to be signed by the borrower(s) representing the agreement between the lender and borrower(s) to grant security to the lender over the property detailed above.
Borrower(s) Full Name(s) (as per the mortgage offer):	
Borrower(s) Current Address(es):	
The Lender :	Better HomeOwnership (BHO) which is a trading name of Gemini Consultants Limited (registered in England and Wales with company registration number 02088382) and is authorised and regulated by the Financial Conduct Authority (FCA registration number 311479) and any person to whom the lender transfers its rights.

Better Homeownership is a trading name of Gemini Consultants Limited (Company Registration 02088382) registered in England & Wales at AW House, 6-8 Stuart Street, Luton, LU1 2SJ. Gemini Consultants Limited is authorised and regulated by the Financial Conduct Authority (FCA registration number 311479). Most Buy to Let mortgages are not regulated by the FCA.

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1. The lender proposes to make a loan to the borrower(s) in order to purchase/refinance the existing mortgage over* the property detailed above and in return the borrower(s) will grant the lender a mortgage deed over the property.

2. 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

3. The occupier acknowledges and agrees:
 - To the lender making the mortgage loan and any further advances to the borrower(s);
 - To the borrower(s) granting the mortgage deed to the lender in respect of the property;
 - That the mortgage deed will be security for the initial mortgage loan and any further advances;
 - That the occupier occupies, or will occupy, the property;
 - That any rights or interests that the occupier may have in the property now or in the future be subject to and sit behind the lender's rights and powers under the mortgage deed;
 - 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;
 - That if the Court grants such an application, the occupier will (when asked to do so by the lender) immediately leave the property to enable it to be sold and will have no right to stay in the property or any rights to its proceeds of sale;
 - That the occupier 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;
 - Not to claim any right or interest against the lender, or oppose giving possession of the property to the lender, if it exercises its rights under the mortgage deed;
 - 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; and
 - That the lender may from time to time transfer its rights to the property under the mortgage deed and the mortgage loan documentation to another person without obtaining any further consent from the occupier and that therefore this deed may be enforced by anyone to whom the lender makes such a transfer.

4. The occupier confirms that:
 - The effect of this form of consent has been explained to them; and
 - The occupier has been advised of the right to independent legal advice about the effect of this form of consent.

To be signed only by the occupier's (over the age of 18) and the witness.

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IN WITNESS of which this deed has been executed and delivered as a deed by the occupier 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:

	Occupier 1 (if applicable)	Occupier 2 (if applicable)
Signature:		
Witness' Full Name:		
Witness Address:		
Witness Signature:		

	Occupier 3 (if applicable)	Occupier 4 (if applicable)
Signature:		
Witness' Full Name:		
Witness Address:		
Witness Signature:		