

# Occupier Deed of Consent

<b>Date</b>	
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**THIS DOCUMENT IS TO BE SIGNED BY EACH PERSON AGED 17 OR OVER WHO WILL OCCUPY THE MORTGAGE PROPERTY FOLLOWING COMPLETION OF THE MORTGAGE DEED BUT IS NOT A PARTY TO THAT DEED. 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.**

**THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT YOU TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.**

**In this Deed of Consent:**

<b>“you”</b> means (insert name(s) and address(es) )	
<b>“Borrower”</b> means (insert name(s) and address(es) )	
<b>“Lender”</b> means	
<b>“Property”</b> means the property known as: (insert address and title number)	
<b>“Mortgage Conditions”</b> means	
<b>“Mortgage Deed”</b> means	

1. You acknowledge that:
  - (a) the Borrower(s) intend(s) to enter into the Mortgage Deed;
  - (b) the Mortgage Deed secures the mortgage loan (which includes the initial loan and any further loan) that the Lender may, but is not obliged to, make, without obtaining any further consent from you.
  
2. By signing this Deed of Consent, you irrevocably confirm that you:
  - (a) occupy, or may in the future occupy, the Property;
  - (b) do not have a tenancy of the Property;
  - (c) consent to the Property being charged on the terms of the Mortgage Deed;
  - (d) agree that all present and future rights and interests (including any right of occupation and any charge arising under the Matrimonial Homes Act or any similar law) you may have from time to time in the Property or its proceeds of sale are postponed to, and take effect subject to, the rights and remedies of the Lender under the Mortgage Deed;
  - (e) understand that if the Borrower fails to perform his/her/their payment or any payment obligations under the Mortgage Deed or otherwise breaches any obligation under the Mortgage Conditions, 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, upon request, you will 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) will not maintain against the Lender any right or interest in the Property and to give possession of the Property to the Lender if it exercises its rights under the Mortgage Deed;
  - (h) agree that the provisions of this Deed of Consent 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 by the Lender;
  - (i) agree that 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 that the benefit of this Deed of Consent may be transferred to and enforced by anyone who has the benefit of the Mortgage Deed.

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:

	<b>OCCUPANT 1</b>		<b>OCCUPANT 2</b>
Signature of occupier:		Signature of occupier:	
Signature of witness:		Signature of witness:	
Full name of witness (in BLOCK CAPITALS)		Full name of witness (in BLOCK CAPITALS)	
Address of witness:		Address of witness:	

	OCCUPANT 3		OCCUPANT 4
Signature of occupier:		Signature of occupier:	
Signature of witness:		Signature of witness:	
Full name of witness (in BLOCK CAPITALS)		Full name of witness (in BLOCK CAPITALS)	
Address of witness:		Address of witness:	

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