

## Occupier Deed of Consent

**THIS DOCUMENT IS TO BE SIGNED BY ANY SPOUSE OR CIVIL PARTNER OF THE BORROWER WHO IS NOT ALSO NAMED AS A BORROWER ON THE STANDARD SECURITY. THE STANDARD SECURITY 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 RIGHTS OF OCCUPANCY THAT 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 and address):	
<b>“Borrower”</b> means (insert name and address):	being the spouse or civil partner of the Borrower.
<b>“Lender”</b> means”	The term includes that person’s executors and personal representatives, and any person claiming any right or interest from or through the Borrower or to whom title to the property passes. Where the borrower is more than one person “Borrower” shall mean all and/or any of those persons.
	LiveMore Capital Limited (incorporated in England and Wales with registered number 11630369) whose registered office is Threeways House, 40-44 Clipstone Street, London W1W 5DW. This term shall include any transferee or assignee of the Lender’s rights.
<b>“Property”</b> means the property known as: (insert address and title number)	
	<b>Title Number:</b>
<b>“Mortgage Conditions”</b> means:	The Lender’s Mortgage Terms and Conditions.
<b>“Standard Security”</b> means:	A standard security in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970 pursuant to which the Borrower, with absolute warrandice, grants a standard security in favour of the Lender over the Property for the payment of the amounts secured.

1. You acknowledge that:
  - (a) the Borrower intends to enter into the Standard Security;
  - (b) the Standard Security 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, (together, the "**Dealing**").
  
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, for the purposes of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended or (as applicable) the Civil Partnership Act 2004 to the Dealing relating to the Property.
  - (d) understand that if the Borrower fails to perform his/her/their payment or any payment obligations under the Standard Security or otherwise breaches any obligation under the Mortgage Conditions, the Lender may apply to the Court to take possession of, and sell, the Property;
  - (e) 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;
  - (f) will not maintain against the Lender any right or interest in the Property and will give possession of the Property to the Lender if it exercises its rights under the Standard Security;
  - (g) 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;
  - (h) 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 Standard Security.
  
3. This Deed of Consent is governed by Scots law.

IN WITNESS WHEREOF these presents consisting of this and the preceding page are subscribed by the occupier before the witness referred to 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 Occupier:	
Full name of Occupier: (in BLOCK CAPITALS)	
Signature of witness:	
Full name of witness: (in BLOCK CAPITALS)	
Address of witness:	
Place of signing:	
Date of signing:	

LiveMore Capital Limited is authorised and regulated by the Financial Conduct Authority reference number 820578 Registered in England and Wales No 11630369 at Threeways House, 40-44 Clipstone Street, London W1W 5DW