

# Independent Legal Advice Certificate – Guarantor

Note: if there is more than one guarantor, a separate certificate should be completed for each guarantor.

Account No:

Date:

**In this document:**

**we, us** and **our** means Fleet Mortgages Limited of 2nd Floor, Flagship House, Reading Road North, Fleet, Hampshire, GU51 4WP (registered in England and Wales as company number 08663979) and anyone who at any time in the future is entitled (as legal, equitable or beneficial owner) to all or any of the creditor's, lender's and/or mortgagee's rights under the **guarantee** and/or any of the **mortgage documents** (including as a result of a **transfer**, a merger or consolidation with another person, a take-over and/or a group re-organisation).

**client** means: (insert full name and address of client, being a guarantor)

**other guarantor** means: (insert full name and address of each other guarantor - if applicable)

(1)

(2)

(3)

**borrower** means: (insert full name and address of each borrower)

(1)

(2)

(3)

(4)

property means:

Title No:

Postcode:

including existing and future fixtures, fittings, alterations and additions.

**guarantee** means the deed of guarantee, dated on or about the date of this document, signed by the **client** in **your** favour in connection with the **mortgage documents** (as such deed of guarantee has been and/or may be amended, supplemented and/or varied from time to time).

**mortgage deed** means the mortgage deed by the **borrower** in **your** favour relating to the **property** (as such mortgage deed has been and/or may be amended, supplemented and/or varied from time to time).

**mortgage documents** means each of (a) the documents containing the legal terms and conditions applying to the **mortgage deed** and to the liabilities secured by the **mortgage deed** (including that **mortgage deed**, the mortgage conditions incorporated into it, each related mortgage offer and mortgage application form and the tariff); and (b) each other contract, deed and certificate entered into with you or provided to you to satisfy a condition of such mortgage offer or **mortgage deed**.

**transfer** means a transfer, assignment or assignation (whether absolute or by way of security), mortgage, charge, standard security, agreement to sell or other disposal (in law or in equity or beneficially) of all or any of **your** rights, title, interests, benefits and obligations in respect of this certificate, the **guarantee**, the **mortgage documents** and/or the **property**.

## Certificate by solicitor

By signing this certificate, I, the undersigned, certify to **you** that:

1. I am a qualified solicitor in England and Wales and I hold a current practising certificate.
2. I have been instructed by the **client** to advise the **client** on the nature, meaning and effect of the **guarantee** and the **mortgage documents**.
3. I have been provided with the **mortgage documents**.
4. I have given to the **client** such independent advice and taken such steps as I consider appropriate so as to be satisfied that:
  - 4.1 the **client** fully understands the purpose of the **guarantee** and the **mortgage documents**, the nature, meaning and effect of the **guarantee** and the **mortgage documents**, including the extent of the liabilities to be undertaken by the **client** and the consequences of entering into the **guarantee**;
  - 4.2 that the **client** has freely consented to and has entered into the **guarantee** without influence or duress or in reliance upon any misrepresentation;
  - 4.3 the **client** fully understands the content and effect of the **guarantee** and the **mortgage documents**, including:
    - 4.3.1 the nature and extent of the liabilities secured by the **guarantee**,
    - 4.3.2 that those liabilities may change in nature and increase in extent from time to time,
    - 4.3.3 that the **client** will remain legally bound by the **guarantee** even if circumstances change from time to time, whether or not the change increases the **client's** liability and/or whether or not the client knows about, have been consulted about and/or have consented to any change,
    - 4.3.4 whether or not the **client's** liability is unlimited (and even if a limit is specified, there are some things for which the **client's** liability is unlimited), and

4.3.5 (if applicable) the **client's** liability will also be separate from and in addition to the liability of any other person signing the **guarantee** as a guarantor, and that this means that the **client** can be required to pay in full even if, for example, such other person (if any) does not pay or is not liable and that **you** will be entitled to enforce **your** rights against the **client** if any of the **client** of such other guarantor fails to comply with their obligations under the **guarantee** or any **borrower** fails to comply with the guaranteed liabilities and

4.4 the **client** fully understands all future correspondence, both written and verbal, would be in English.

5. The **client** was seen alone in a face-to-face meeting, or over a video call where I was satisfied that they were alone, and was asked to articulate the circumstances under which the **guarantee** and the **mortgage documents** were being entered into. There was no evidence of any undue influence or pressure being applied to the **client**.
6. I sought the **client's** understanding of the implications arising, and potentially arising, from this transaction and the **client** answered positively.
7. I explained that the **client** has a choice whether or not to enter into the **guarantee** and that if the **client** did enter into the **guarantee**, the **client** would be legally bound by the **guarantee** and that the **client** would not be able to withdraw.
8. The **client** either produced reliable evidence to me which establishes the client's identity or otherwise is well known to me.

Signature of solicitor:

Date:

Solicitor name:

Company/firm address of stamp:

Position:

Company/firm name:

Contact number:

#### Acknowledgement by the client

By signing this certificate, I, the undersigned (being the **client**), certify and acknowledge to **you** that, before signing this certificate and the **guarantee**:

- 1 I was informed that, for my own protection, **you** require a written confirmation from a solicitor to the effect that, among other things, the solicitor has fully explained, and advised me as to, the nature, meaning and effect of the **guarantee** and the **mortgage documents** and their legal and practical implications to me and I accordingly instructed the solicitor named above to advise me accordingly.
- 2 I was also informed that a purpose of that requirement is that I should not be able to dispute that I am legally bound by the **guarantee**.

Signature of **client**:

Full name of **client** in block capitals: