

Independent Legal Advice Certificate – Mortgagor

Account No:

Date:

In this document:

you and **your** 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 any of the **mortgage documents** (including as a result of a **mortgage 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 borrower and mortgagor)

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

(1)

(2)

(3)

property means:

Title No:

Postcode:

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

mortgage deed means the mortgage deed by the **client** and each **other 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**.

mortgage 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 **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 **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 **mortgage documents**, the nature, meaning and effect of the **mortgage documents**, including the extent of the liabilities to be undertaken by the **client** and the consequences of entering into the **mortgage documents**, and, in particular, how they affect the rights of the **client** in relation to the **property**;
 - 4.2 that the **client** has freely consented to and has entered into the **mortgage documents** without influence or duress or in reliance upon any misrepresentation; and
 - 4.3 the **client** fully understands the content and effect of the **mortgage documents**, including that the **mortgage documents** secure the amount owing and/or to be owing (as applicable) and any further advances, interest, fees, charges, and expenses; 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 and was asked to articulate the circumstances under which 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 mortgage documents and that if the **client** did enter into the **mortgage documents**, the client would be legally bound by them 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.
9. The **mortgage deed** was signed by the **client** in my presence and I witnessed the signature on the **mortgage deed**.

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 **mortgage document**:

- 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 **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 **mortgage documents**.

Signature of **client**:

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