

INDEPENDENT LEGAL ADVICE CERTIFICATE

JOINT BORROWER SOLE PROPRIETOR



In this certificate:

The Society:	TEACHERS BUILDING SOCIETY, Allenview House, Hanham Road, Wimborne BH21 1AG
Owner Borrower(s):	
Non Owner Borrower(s):	
Legal Charge Deed:	The Legal Charge Deed in respect to the Property to be entered into between the Owner Borrower(s), the Non Owner Borrower(s) and the Society
Mortgage Offer:	The Society's mortgage offer of loan issued to the Owner Borrower(s) and Non Owner Borrower(s) and to be secured by the Legal Charge Deed
Property:	

Certification to be signed by Non Owner Borrower

(Name of Non Owner Borrower)

I certify and acknowledge that, before signing this Certificate and the Legal Charge Deed:

1. I was informed that, for my own protection, the Society requires written confirmation from a solicitor acting for me to the effect that the solicitor has fully explained and advised me, as to the nature, meaning and effect of the Mortgage Offer, Legal Charge Deed and Mortgage Conditions and their practical and financial implications to me.
2. I was also informed that the purpose of this requirement was that I should not be able to dispute that I am legally bound by the Mortgage Offer, Legal Charge Deed and Mortgage Conditions once I have signed the Legal Charge Deed.
3. I have nominated and instructed the solicitor named below to provide me with the required advice and written confirmation.
4. Where I have made a contribution to the purchase price of the Property I am also required to complete a Gifted Deposit Form in respect of the same. Where the document referred to in this paragraph (the "Other Documents") applies, the solicitor has also advised me on the Other Documents and this confirmation will extend, in the same manner in respect of the Other Documents as to the Legal Charge Deed.

(Signature of Non Owner Borrower)

Certification to be signed by Solicitor witnessing the Legal Charge Deed

(Name of Solicitor)

(Name and Address of Firm)

In the following Non Owner Borrower refers to the Non Owner Borrower who has signed the above certification and acknowledgment.
I certify that:

1. I am a qualified solicitor in England and Wales and I hold a current practising certificate and at the time that I provided advice referred to in this certificate an insurance for members of a professional body, covering the risk of a claim by the Non Owner Borrower(s) in respect of loss arising as a consequence of my advice was in force.
2. I have been instructed by the Non Owner Borrower to advise him/her on the nature, meaning and effect of the Mortgage Offer, Legal Charge Deed and Mortgage Conditions.
3. I have been provided with the Mortgage Offer, Legal Charge Deed and Mortgage Conditions.
4. I met with the Non Owner Borrower with no one else present and discussed the circumstances under which the Legal Charge Deed was being entered into. There was no evidence of vulnerability or indeed any undue influence or pressure being applied to the Non-Owner Borrower.
5. I explained to the Non Owner Borrower on the implications of and am satisfied that they understand the nature of the Mortgage Offer, Legal Charge Deed and the Mortgage Conditions including the extent of the liabilities he/she has undertaken and that the amount secured by the Legal Charge Deed will secure the original advance, any further advances, interest, fees, charges and expenses. The Non Owner Borrower understands that they will have no beneficial interest in the property.
6. I sought the Non Owner Borrower's understanding of the implications arising, and potentially arising, from this transaction and he/she answered positively that they understood the consequences and obligations imposed upon them under the Mortgage Offer, Legal Charge Deed and Mortgage Conditions. The Non Owner Borrower acknowledges that they are joint and severally liable for payments on the full mortgage if the Sole Proprietor is unable to make them at any point during the mortgage term.
7. I have highlighted that there could be a reduction in the value of their own estate by virtue of funding a property they won't own and the potential for family disputes (siblings set against one another).
8. I explained to the Non Owner Borrower that he/she had a choice whether or not to sign the Legal Charge Deed and be party to the transaction and that if he /she did sign the Legal Charge Deed he/she would be legally bound by the Mortgage Offer, Legal Charge Deed and Mortgage Conditions and that he/she would not be able to withdraw.
9. I have checked the identity of the Non Owner Borrower.
10. Where the Non Owner Borrower is signing any Other Documents, I have also advised the Non Owner Borrower on these and the certifications I have given above in respect of the Legal Charge Deed all apply in the same manner to the Other Documents.
11. I have recommended to the Non Owner Borrower that he/she seeks tax advice in relation to this transaction and that an Exit Plan, as referred to in the Mortgage Offer, be put in place.
12. I acknowledge that the Society may place reliance on this Certificate in determining whether or not to continue to make advances available to the Borrowers.
13. I confirm that this firm is not acting for the Owner Borrower(s) referred to above in relation to the proposed mortgage.

(Signature of Solicitor)

(Date)