

## DECLARATION BY OCCUPIER

Application reference number:

This document is to be signed by each person aged 17 or over who will occupy the Property following completion of the Mortgage and who is not a party to the Mortgage.

Property:

**Lender:** Vida Bank Limited trading as Vida Homeloans of 1 Battle Bridge Lane, London, SE1 2HP, together with its successors, transferees and assignees.

Borrower(s):

**Mortgage:** A legal mortgage over the Property securing any advances and all other sums owed by the Borrower(s) to the Lender.

### Occupier(s):

The Lender has agreed to make a Loan to the Borrower(s) upon the security of the Mortgage. The Mortgage states that it will also secure further advances made by the Lender to the Borrower(s), which may be made by the Lender without obtaining any further consent from you.

By signing this form, and in consideration of the Lender making the Loan to the Borrower(s), you, the Occupier(s), confirm to the Lender as follows:

1. you are, or are about to be, in occupation of the Property;
2. you consent to the Borrower(s) creating the Mortgage in favour of the Lender which secures all sums now or in the future owed to the Lender by the Borrower(s), including any further advances;
3. all rights and interests you may have from time to time in the Property or its proceeds of sale are postponed to, and take effect after, the rights and remedies of the Lender under the Mortgage;
4. if the Borrower(s) fail(s) to pay any amount equal to at least two of the monthly payments due under the Mortgage, or otherwise materially or persistently breach(es) the terms of the Mortgage, the Lender may apply to the Court for an order enabling the Lender to take possession of, and sell the Property; if the Court grants such an application you agree to leave the Property immediately to enable it to be sold and you will have no right to stay in the Property; and
5. none of the above will be affected by the Lender giving time for payment to, or making any arrangement with, the Borrower(s) or any other person.

**This is an important legal document. Once you have signed it you will become legally bound by its terms. We strongly advise you to obtain legal advice from a solicitor independent of the Borrower(s) before you sign this document.**

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**Signed and delivered as a deed by the Occupier(s) in the presence of the witness(es). Each witness must be at least 18 years old and not a spouse, civil partner or co-habitee of a Borrower or Occupier.**

Name of occupier (please print):	Signature:	Signed in the presence of:
		<b>Name:</b>  <b>Signature:</b>  <b>Address:</b>  <b>Date:</b>
		<b>Name:</b>  <b>Signature:</b>  <b>Address:</b>  <b>Date:</b>
		<b>Name:</b>  <b>Signature:</b>  <b>Address:</b>  <b>Date:</b>

By my signature below, I, the undersigned, certify to the Lender that:

1. I am a qualified solicitor in England and Wales or Scotland and I hold a current practising certificate.
2. I have been instructed by the Occupier to advise the Occupier on the nature, meaning and effect of this Declaration.
3. I am satisfied that the Occupier:
  - a. fully understands the nature, meaning and effect of this Declaration and the consequences of entering into it; and
  - b. has freely consented to and has entered into this Declaration without undue influence.
4. I explained that the Occupier has a choice whether or not to sign this Declaration and that if the Occupier does enter into this Declaration the Occupier will be legally bound by the Declaration once signed.
5. I certify that I have checked the identity of the Occupier.
6. This Declaration was signed by the Occupier in my presence and I witnessed the signature of the Occupier on this Declaration.
7. I acknowledge that the Lender may place reliance upon this certificate in determining whether to make or continue to make advances available to the Borrower(s).

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8. I have no conflict, relationship or other connection with the Occupier or Borrower(s) which has any impact on my ability to provide this certificate.

Signature of Solicitor:	Name of Solicitor:	Name and address of firm:	Date: