

Form of Acknowledgement and Solicitor's Certificate



Section 1: Form of Acknowledgement

Account number

Borrower(s)

Property

WHEREAS SKIPTON BUILDING SOCIETY ("The Society" which expression shall include its successors assigns and the persons deriving title under it or them) proposes to make (in stages if applicable) a loan to the Borrower(s) upon the security of a mortgage or charge (or, in Scotland, a Standard Security) ("the Mortgage") over the Property in the Society's current form (and may from time to time make further advances (additional borrowing) upon the same security).

Now I *

(*insert name in block capitals)

being a Borrower who will not receive direct financial benefit and advantage from all or part of the loan, hereby confirm that at a private meeting NOT ATTENDED BY all other parties receiving direct financial benefit and advantage from the loan, the Conveyancer I have retained and named below:

- a) advised and warned me of the amount of my potential liability under the Mortgage, the purpose and amount of the loan, the sums secured, the interest rate, the term of the loan and the repayment details;
- b) advised and warned me of the risks involved in signing the Mortgage, that I may be held liable instead of or as well as the other joint Borrower(s) and that there is a danger of losing the Property which forms the security for the Mortgage;
- c) gave me independent legal advice and, having received that advice, I freely chose to sign the security for the Mortgage.

Signed

Conveyancer's name (BLOCK CAPITALS)

Firm (BLOCK CAPITALS)

In the presence of

Address (BLOCK CAPITALS)

Postcode

(signature of Conveyancer who, by attesting this document, certifies that the above advice and warnings were given at the said meeting).

Date (DD/MM/YY)

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"Conveyancer" includes a solicitor holding a current practicing certificate or, in England and Wales, a licensed conveyancer or a Fellow of the Institute of Legal Executives.

NOTE TO CONVEYANCER:

This form should be completed in accordance with the procedures set out in the House of Lords decision in RBS v Etridge and subsequent case law as appropriate. If you cannot give the necessary advice and warnings to any Borrower not receiving direct financial benefit and advantage from all or part of the loan because of geographical difficulties, or conflict of interest, you must advise them to seek legal advice from another conveyancer (whose charges will be payable by the Borrower) and you must advise the Society that you have done so.

Continued overleaf

Section 2: Solicitor's Certificate

To: Skipton Building Society

From: _____

Supporting Borrower: _____

Mortgage: A mortgage or charge or, in Scotland, a Standard Security by [Main Borrower/s] _____
and [Supporting Borrower] _____ (include Supporting Borrower only for
Non-occupying Borrower lending) over [Security Address] _____
_____ in favour of Skipton Building Society.

This certificate must be provided by a solicitor or, in England and Wales, a licensed conveyancer or a Fellow of the Institute of Legal Executives acting for [Supporting Borrower] _____

I confirm:

1. That I have been instructed to advise my client [Supporting Borrower] _____
2. That [Supporting Borrower] _____ has provided me with a copy of the following mortgage documentation:
 - Mortgage Offer
 - Mortgage deed (or, in Scotland, Standard Security)
 - Mortgage conditions
 - Details of any existing borrowing (if the transaction is a remortgage)
3. That I acted as solicitor to [Supporting Borrower] _____ and that no conflict of interest exists.
4. That I witnessed the signature of [Supporting Borrower] _____ upon the mortgage deed/Standard Security and Form of Acknowledgement on [solicitor to enter date] _____
5. That [Supporting Borrower] _____ is known to me and/or produced evidence of identity as set out in your letter.
6. I explained to [Supporting Borrower] _____ that it is a requirement of the Skipton Building Society mortgage that the nature and implications of the Mortgage are explained to him/her by a solicitor/licensed conveyancer/Fellow of the Institute of Legal Executives so that Skipton Building Society can be certain that he/she understands the nature of the transaction and is freely entering into it, so that there can be no dispute in the future as to whether undue influence was placed on him/her to sign it and/or whether he/she signed as a result of misrepresentation(s) or any other legal wrong.
7. I explained the nature and implications of the Mortgage and I pointed out the risks of entering into the Mortgage and explained to [Supporting Borrower] _____ that he/she had a choice whether to do so. He/she signed the mortgage deed/Standard Security and Form of Acknowledgement and confirmed that he/she did wish to proceed and that he/she was content that I should write to you confirming that I have explained the nature of the Mortgage and the practical implications there may be for him/her.
8. [Supporting Borrower] _____ appeared to me to understand my advice, which was given at a face-to-face meeting with no other party in attendance, and I have no reason to believe that he/she did not understand.
9. I confirm that the information given to me by [Supporting Borrower] _____ was sufficient to enable me to advise him/her properly.

Signed (Solicitor)

Date (DD/MM/YY)

<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>
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Name

Firm

