

Afin Bank

Occupier's Consent Deed



Occupier's Consent Deed

To be signed by each person (other than the Borrower(s)) aged 17 years or over who will live in the Property.

Borrower(s)	
Security Property	
Application Reference Number	
Occupier(s)	
The Lender: Afin Bank Limited (incorporated in England and Wales with company number 13090556 and having its registered address at Lower Ground Floor, 10 Chiswell Street, London, United Kingdom, EC1Y 4UQ).	
Agreement: the Agreement (including the Mortgage Deed, Mortgage Offer, General Mortgage Conditions and Tariff of Mortgage Charges) between the Borrower(s) and the Lender.	

This Deed is made on the Date between the Occupier(s) and the Lender and is supplemental to the Borrower's Agreement. All capitalised terms in this Deed have the meaning given to them in the Agreement unless otherwise defined.

The Lender proposes to make a loan to the Borrower(s) upon the security of a Mortgage over the Property (in the form of the Agreement).

1. I/We consent to the making of the loan to the Borrower(s) by the Lender and to the creation of the Mortgage over the Property to secure the Amount Owed on the terms of the Agreement.
2. I/We agree that I will not claim against the Lender any interest in the Property or any right to live in it and I agree that all present or future rights or interests (including any right of occupation and any charge arising under the Matrimonial Homes Act or any similar law) which I/we may have or acquire over or in respect of the Property (if any) shall be postponed and made subject to the Lender's rights, interests and remedies under the Agreement. I/We realise that this means that if the Lender seeks possession of the Property because the Borrower(s) has/have not complied with the conditions of the Agreement I/we will have no right to stay in the Property and will have to leave.
3. I/We agree that the Lender may from time to time assign, charge or otherwise dispose of its interest in the Agreement and/or the Property without obtaining any further consent from me/us or the Borrower(s) or giving notice to me/us or the Borrower(s). I/We acknowledge that the terms of this Deed of Consent shall accrue for the benefit of the transferees, successors and assigns of the Lender (including any legal or equitable assignee of the Agreement, whether by way of absolute assignment or by way of security only and including those deriving title under it or them).

4. I/We agree that this Deed will not be affected by any extended time, variation, release, waiver or other arrangement which the Lender may agree with the Borrower(s) or anyone else regarding the Amount Owed, the Agreement or any other Property or any want of perfection or enforcement of the Amount Owed, the Agreement or any other security.

5. I/We confirm that I/we understand the importance of obtaining Independent Legal Advice and acknowledge that I/we have had the opportunity to do so prior to signing this Deed.

Each witness must be at least 18 years old and not a relative, civil partner or co-habitee of a Borrower(s) or Occupier.

IN WITNESS of which this Deed has been signed and delivered as a deed by the Occupier(s) in the presence of the witness(es) on the Date of this Deed.

Occupier 1	Occupier 2
Full Name:	Full Name
Signature:	Signature:
Date:	Date:
Relationship to Borrower:	Relationship to Borrower:

Witnessed By:	Witnessed By:
Date:	Date:
Full Name:	Full Name:
Occupation	Occupation
Address:	Address: