

# Deed of Consent

A. Occupier Name:

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B. Occupiers Employment Status:  Employed  Self-employed  Retired  
 Homemaker  Student  Other (please state) \_\_\_\_\_

C. Property Address:

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D. Borrower(s) Name:

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**THIS DEED** is dated \_\_\_\_\_ and is made between:

- (1) \_\_\_\_\_ (the "Occupier") (as stated above); and
- (2) **UNITED TRUST BANK LIMITED** (registered in England and Wales under company number 549690) the registered office of which is at One Ropemaker Street, London EC2Y 9AW (the "Lender").

## DEFINITIONS

In this Deed, unless the context otherwise requires:

- "Occupier" means the person in occupation of the Property as named in section A above.
- "Borrower" means the person(s) named in section C above;
- "Loan Agreement" means the loan agreement or credit agreement issued on behalf of the Lender to the Borrower; and
- "Property" means B (as stated above).

**WHEREAS** the Lender has agreed to enter into the Loan Agreement with the Borrower upon the security of a charge (the "Charge") over the Property.

1. The occupier acknowledges that by completing this form, the Lender will process the occupier's personal information contained therein in accordance with any legal rights the Lenders has and the Lenders Privacy Notice which can be found at <https://www.utbank.co.uk/privacy-policy> or contact the Data Protection Officer on 020 7190 5555.
2. The Occupier hereby consents to the creation and registration of the Charge to secure all sums due to the Lender and undertakes to the Lender that such rights and interests (if any) as the Occupier may now or hereafter have in or over the Property are and shall be postponed and made subject to the rights and interests of the Lender under such Charge.
3. In addition the Occupier undertakes to the Lender that any charge over the Property to which the Occupier may be entitled by virtue of the Matrimonial Homes Act 1983, or any right or interest which the Occupier may have in the Property and the proceeds of sale thereof which is or would be an overriding interest by virtue of Paragraph 2 of Schedule 3 of the Land Registration Act 2002, are hereby postponed to the Charge and shall rank after and take effect in all respects subject to the Charge and the moneys and liabilities from time to time thereby secured.
4. The Lender shall be entitled to exercise all its powers as mortgagee which are conferred upon it by statute or by the Charge free from any right or interest whatsoever that the Occupier may have.
5. In the event that the Lender requires vacant possession of the Property in or for the purposes of the enforcement of the Charge, the Occupier undertakes to give such vacant possession on demand in writing being made by the Lender.
6. The Occupier undertakes to execute any such deed or agreement in favour of the Lender which the Lender may require to give effect to this Deed.
7. The Occupier irrevocably appoints the Lender and any duly appointed agent of the Lender to be the Occupier's Attorney to execute as a deed, sign and deliver and otherwise perfect either in the name of the Lender or the agent of the Lender (as the case may be) or in the Occupier's name and on the Occupier's behalf at any time after the Lender shall demand repayment of any moneys obligations or liabilities secured by the Charge or any assurance document, deed or act which may be required on or in connection with any sale, lease, disposition, realisation or getting in by the Lender of the Property or any part thereof or in connection with the exercise of any power or right vested in the Lender under or in connection with the Charge but nothing contained in this Deed shall render the Occupier guarantor or surety or principal debtor for any of the said moneys obligations or liabilities.
8. The Occupier acknowledges that prior to execution of this Deed, the Occupier had been advised that they have the right to and that it was recommended that they obtain independent legal advice (which the Occupier fully understood) regarding the terms and effect of the Loan Agreement, the Charge and this Deed.
9. The provisions of this Deed shall not be affected in any way by any grant of time, indulgence, variation, waiver, further advance or other matter of whatsoever nature now or at any time allowed or granted to the Borrower by the Lender.
10. This Deed is governed by the laws of England and Wales.

# Deed of Consent

**Occupier**

Signed

**Witness**

Signed

Name:

Address:

Postcode:

Tel Number:

Occupation: