

SELLER'S PROPERTY INFORMATION FORM

Full address of the property you are selling:

IMPORTANT NOTE TO SELLERS - PLEASE READ THIS FIRST

Please complete this form carefully. If you are unsure how to answer the questions, ask your solicitor before doing so. This form in due course will be sent to the buyer's solicitor and will be seen by the buyer who is entitled to rely on the information.

For many questions you need only tick the correct answer. Where necessary, please give more detailed answers on a separate sheet of paper. Then send all the replies to your solicitor. This form will be passed to the buyer's solicitor.

The answers should be those of the person whose name is on the deeds. If there is more than one of you, you should prepare the answers together.

It is very important that your answers are correct because the buyer is entitled to rely on them in deciding whether to go ahead. Incorrect or incomplete information given to the buyer direct through your solicitor or selling agent or even mentioned to the buyers in conversation between you, may mean that the buyer can claim compensation from you or even refuse to complete the purchase.

If you do not know the answer to any question you must say so.

The buyer takes the property in its present physical condition and should, if necessary, seek independent advice, e.g. instruct a surveyor. You should not give the buyer your views on the conditions of the property.

If anything changes after you fill in this questionnaire but before the sale is completed, tell your solicitor immediately. **THIS IS AS IMPORTANT AS GIVING THE RIGHT ANSWERS IN THE FIRST PLACE.**

Please pass to your solicitor immediately any notices you have received which affect the property, including any notices which arrive at any time before completion of your sale.

If you have a tenant, tell your solicitor immediately if there is any change in the arrangements but do nothing without asking your solicitor first.

You should let your solicitor have any letters, agreements, or other documents which help answer the questions. If you know of any which you are not supplying with these answers, please tell your solicitor about them.

Please complete and return the separate Fixtures, Fittings and Contents Form. It is an important document which will form part of a contract between you and the buyer. Unless you mark clearly on it the items which you wish to remove, they will be included in the sale and you will not be able to take them with you when you move. You may wish to delay the completion of the Fixtures, Fittings and Contents Form until you have a Prospective buyer and have agreed the price.

Part 1 - to be completed by the seller

1. Boundaries

“Boundaries” mean any fence, wall, hedge or ditch which marks the edge of your property.

1.1 Looking towards the house from the road, who either owns or accepts responsibility for the boundary:

a) On the left?

b) On the right?

c) Across the back?

If you have answered "not known", which boundaries have you actually repaired or maintained? Please give details

1.2 Do you know of any boundary being moved in the last 20 years? Please give details

2. Disputes and complaints

2.1 Do you know of any disputes or anything which might lead to a dispute about this or any neighbouring property?

If "yes" please give details

2.2 Have you ever received complaints about anything you have, or have not, done as owner?

If "yes" please give details

2.3 Have you made any such complaints to any neighbour about what the neighbour has or has not done?

If "yes" please give details

3. Notices

3.1 Have you either sent or received any letter or notices which affect your property or the neighbouring property in any way (for example from or to the neighbours, the council or a government department)?

Please Select:

3.2 Have you had any negotiations or discussions with any neighbour or any local or other authority which affect the property in any way?

If "yes" please give details

4. Guarantees

4.1 Are there any guarantees or insurance policies of the following types:

a) NHBC Foundation 15 or Newbuild?

b) Damp course?

c) Double glazing?

d) Electrical work?

e) Roofing?

f) Rot or infestation?

g) Central heating?

h) Anything similar?

i) Do you have written details of the work done to obtain any of these guarantees?

4.2 Have you made or considered making claims under any of these?

If "yes" please give details

4.3 Do you have a maintenance or service agreement for the central heating system

5. Services

This section applies to gas, electric and water supplies, sewerage disposal and telephone cables.

5.1 Please tick which services are connected to the property

Gas Electricity Main Water Main Drains Telephone Cable TV Septic Tank/Cesspit

5.2 Please supply a copy of the latest water charge account and the sewerage account (if any)

5.3 Is the water supply on a meter?

5.4 Do any drains, pipes or wires for these cross any neighbour's property?

If "yes" please give details

5.5 Do any drains, pipes or wires leading to a neighbour's property cross your property?

If "yes" please give details

5.6 Are you aware of any agreement or arrangement about any of these services?

If "yes" please give details

6. Sharing with the neighbours

6.1 Are you aware of any responsibility to contribute to the cost of anything used jointly, such as the repair of a shared drive, boundary or drain?

If "yes" please give details

6.2 Do you contribute to the cost of repair of anything used by the neighbourhood, such as the maintenance of a private road?

6.3 If "yes", who is responsible for the work and collecting contributions?

6.4 Please give details of all such sums paid or owing, and explain if they are paid on a regular basis or only as and when work is required

6.5 Do you need to go into any neighbouring property if you have to repair or decorate your building or maintain any of the boundaries or any of the drains, pipes or wires?

6.6 If "yes" have you always been able to do so without any objection by the neighbour?

IF YOU ANSWER "NO" TO THE ABOVE, PLEASE PROVIDE DETAILS IN THE BOX FOR QUESTION 2.3

6.7 Do any of your neighbours need to come onto your land to repair or decorate their buildings or maintain any of the boundaries or any of the drains, pipes or wires?

6.8 If "yes", have you ever objected?

IF YOU ANSWER "YES" TO THE ABOVE, PLEASE PROVIDE DETAILS IN THE BOX FOR QUESTION 2.2

7. Arrangements and rights

7.1 Is access obtained to any part of the property over private land, common land or a neighbours land?

If "yes" please give details

7.2 Has anyone taken steps to stop, complain about or demand payment for such access being exercised?

7.3 Are there any other formal or informal arrangements which you have over any of your neighbours' property?

If "yes" please give details eg, for access or shared use

7.4 Are there any other formal or informal arrangements which someone else has over your property?

If "yes" please give details eg, for access or shared use

8. Occupiers

8.1 Does anyone other than you live in the property?

If "yes" please give their full names and (if under 18) their ages

If "no" please go to question 9.1

8.2 (a) 1. Do any of them have any right to stay on the property without your permission?

8.2 (a) 2. Are any of them tenants or lodgers?

If "yes" please give details and a copy of the Tenancy Agreement

8.2 (b) Have they all agreed to sign the contract for sale agreeing to leave with you (or earlier)?

If "yes" please give details

9. Changes to the property

9.1 Have any of the following taken place to the whole or any part of the property (including garden) and if so, when?

(a) Building works (including velux windows, loft conversions and conservatories)

(b) Change of use

(c) Sub-division

(d) Conversion

(e) Business activities

(f) Window replacement

If "yes" what consents were obtained under any restrictions in your title deeds? **Note:** The title deeds of some properties include clauses called "restrictive covenants". These may, for example, forbid the owner of the property from carrying out any building work or from parking a caravan or boat on it unless someone else (often the builder of the house) gives consent.

9.2 Has consent under those restrictions been obtained for anything else done at the property?

9.3 If consent was needed but not obtained:

(a) Please explain why not:

(b) From who should it have been obtained?

(Note: Improvements can affect council tax banding following a sale).

10. Planning and building control

10.1 Is the property used only as a private home?

If "no" please give details

10.2 (a) Has the property been designated as a Listed Building or the area designated as a Conservation Area? If so when did this happen?

If "yes" please tell us which year this happened

10.2 (b) Was planning permission, building regulation approval or listed building consent obtained for each of the changes mentioned in question 9?

Please list separately and supply copies of the relevant permissions and, where appropriate, certificates of completion

11. Expenses

Have you ever had to pay for the use of the property?

If "yes" please give details

Note: Ignore council tax, water rates, and gas, electricity and telephone bills. Disclose anything else: examples are the clearance of cesspool or septic tank, drainage rate, rent charge

If you are selling a leasehold property, details of the lease's expenses should be included on the Seller's Leasehold Information Form and not on this form

12. Mechanics of the sale

12.1 Is the sale dependant on your buying another property?

12.2 If "yes" what stage have the negotiations reached?

12.3 Do you require a mortgage?

12.4 If "yes" has an offer been received and/or accepted or a mortgage certificate obtained?

13. Deposit

13.1 Do you have the money to pay a 10% deposit on your purchase?

13.2 If "no" are you expecting to use the deposit paid by your buyer to pay the deposit on your purchase?

14. Replacement windows/glazed doors and/or replacement boilers/central heating system and domestic services

14.1 Have any replacement windows, roof lights, roof windows, glazed doors, boilers and/or central heating systems been installed at the property?

If "yes" please give details

14.2 If "yes" were all of these installed before 1 April 2002?

If "yes" please give date

14.3 If "no" please produce either:

a certificate issued by a FENSA registered person

Enclosed

or

a certificate issued under the Local Authority Building Control

Enclosed

14.4 In all cases does the work have the benefit of a guarantee/warranty?

14.5 Please confirm that all domestic services (including the central heating) function adequately and that it has not been necessary to spend any monies on the repair and/or maintenanc of them other than normal day to day maintenance:

Confirm

14.6 Since 1 January 2005, have any electrical works been carried out at the property? If so, please supply full details including any building regulation approval and/or certificate of compliance that the works were carried out by an electrician registered under the Part P Self-Certification scheme.

15. Fixtures

15.1 If you have sold through an estate agent are all items listed in its particulars included in the sale?

If "no" you should instruct the estate agent to write to everyone concerned correcting the error.

15.2 Do you own outright everything included in the sale?

If "no" please give details. You must give details of anything that may not be yours to sell, for example, anything rented or on Hire Purchase (HP)

16. Moving date

Please indicate if you have any special requirements about a moving date

If "yes" please give details. Please note this will not be fixed until contracts are exchanged i.e. have become legally binding. Until then you should only make provisional removal arrangements.

Date

Signature(s)

Once you have completed this form please print, sign and return it to us. You can either:

- Scan and email it to your conveyancer
- Fax it to us on 01423 594688
- Post it to us (please allow 5 working days)