



SELLER'S PROPERTY INFORMATION FORM

ADDRESS OF PROPERTY: _____

IMPORTANT NOTE TO SELLERS – PLEASE READ THIS FIRST

- ◆ Please complete this form carefully. If you are unsure how to answer the questions, ask us for assistance.
- ◆ 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 of the 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 us.
- ◆ 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 buyer 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 condition of the property.
- ◆ If anything changed 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 us 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 us immediately if there is any change in the arrangement but do nothing without asking your solicitor first.
- ◆ You should let us 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 us about them.
- ◆ Please complete and return the separate Fixtures, Fittings and Contents Form. It is an important document which will form part of the 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.

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.

Please mark the appropriate box

(a) on the left?

WE DO	NEXT DOOR	SHARED	NOT KNOWN
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(b) on the right?

WE DO	NEXT DOOR	SHARED	NOT KNOWN
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(c) across the back

WE DO	NEXT DOOR	SHARED	NOT KNOWN
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1.2 If you have answered "not known", which boundaries have you actually repaired or maintained?

(Please give details)

1.3 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?

NO	YES (Please give details)
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2.2 Have you received any complaints about anything you have, or have not, done as owner?

NO	YES (Please give details)
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2.3 Have you made any such complaints to any neighbour about what the neighbours has or has not done?

NO	YES (Please give details)
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3 NOTICES

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

NO	YES	COPY ENCLOSED	TO FOLLOW	LOST
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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?

NO	YES (Please give details)
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4 GUARANTEES

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

(a) NHBC Foundation 15 or Newbuild?

NO	YES	COPIES ENCLOSED	WITH DEEDS	LOST
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(b) Damp course

NO	YES	COPIES ENCLOSED	WITH DEEDS	LOST
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(c) Double glazing, roof lights, roof windows, glazed doors?

NO	YES	COPIES ENCLOSED	WITH DEEDS	LOST
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(d) Electrical work?

NO	YES	COPIES ENCLOSED	WITH DEEDS	LOST
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(e) Roofing?

NO	YES	COPIES ENCLOSED	WITH DEEDS	LOST
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(f) Rot and infestation?

NO	YES	COPIES ENCLOSED	WITH DEEDS	LOST
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(g) Central heating

NO	YES	COPIES ENCLOSED	WITH DEEDS	LOST
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(h) Anything similar (e.g. cavity wall insulation, underpinning, indemnity policy)?

NO	YES	COPIES ENCLOSED	WITH DEEDS	LOST
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(i) Do you have written details of the work done to obtain any of these guarantees?

NO	YES	COPIES ENCLOSED	WITH DEEDS	LOST
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4.2 Have you made or considered making claims under any of these?

NO	YES (Please provide details)
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4.3 Do you have a maintenance or service agreement for the central heating system?

NO	YES	COPIES ENCLOSED	WITH DEEDS	LOST
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5 SERVICES

(This section applies to gas, electric and water Supplied, sewerage disposal and telephone calls)

5.1 Please tick which services are connected to the property.

GAS	ELEC	MAIN WATER	MAIN DRAINS	TEL	CABLE TV	SEPTIC TANK/CESSPIT
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5.2 Please supply a copy of the latest water charge account and the sewerage account (if any).

ENCLOSED	TO FOLLOW
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5.3 Is the water supply on a meter?

NO	YES
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5.4 Do any drains, pipes or wires for these cross any neighbour's property?

NOT KNOWN	YES (Please provide details)
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5.5 Do any drains, pipes or wires leading to any neighbour's property cross your property?

NOT KNOWN	YES (Please provide details)
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5.6 Are you aware of any agreement or arrangement about any of these services?

NOT KNOWN	YES (Please provide details)
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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

NO	YES (Please give details)
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6.2 Do you contribute to the cost of repair of anything used by the neighbourhood, such as the maintenance of a private road?

NO	YES
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6.3 If so, who is responsible for organising the work and collecting the 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 on to 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?

NO	YES
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6.6 If "Yes", have you always been able to do so without objection by the neighbours?

YES	NO Please give details of any objection under the answer to question 2 (disputes and complaints)
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6.7 Do you or your neighbours need to come onto your land to repair or decorate their building or maintain their boundaries or any drains, pipes or wires?

NO	YES
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6.8 If so, Have you ever objected?

NO	YES (Please give details of any objection under the answer to question 2 (disputes and complaints))
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7 ARRANGEMENTS AND RIGHTS

7.1 Is access obtained to any part of the property over private land, common land or a neighbour's lane? If so, please specify?

NO	YES (Please give details)
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7.2 Has anyone taken steps to stop, complain about or demand payment for access being exercised?

NO	YES
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7.3 Are there any other formal or informal arrangements which you have over any of your neighbours' property?	NO	YES (Please give details)
(Examples are for access or shared use)		

7.4 Are there any other formal or informal arrangements which someone else has over your property?	NO	YES (Please give details)
(Examples are for access or shared use)		

8 OCCUPIERS

8.1 Does anyone other than you live in the property?	NO	YES
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If "NO" go to question 9.1
If "YES" please give their full names and (if under 18) their ages.

8.2 (a)(i) Do any of them have any right to stay on the property without your permission?	NO	YES (Please give details)
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(These rights may have arisen without you realising, e.g. if they have paid towards the cost of buying the house, paid for improvements or helped you make your mortgage payments.)

8.2(a)(i) Are any of them tenants or lodgers?	NO	YES (Please give details and a copy of any Tenancy Agreement)
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8.2(b) Have they all agreed to sign the contract for sale agreeing to leave with you (or earlier)	NO	YES (Please give details)
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9 CHANGES TO THE PROPERTY

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

(a) Building works (including loft conversions and conservatories)	NO	YES: In the year.....
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(b) Change of use	NO	YES: In the year.....
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(c) Sub-division	NO	YES: In the year.....
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(d) Conversion	NO	YES: In the year.....
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(e) Business activities	NO	YES: In the year.....
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(f) Replacement windows, roof lights, roof windows, glazed doors?	NO	YES: In the year.....
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If "Yes" what consents were obtained under any restrictions in your title deeds?

(Note: The title deeds of some properties include clauses which are called "restrictive covenants". These may, for example, forbid the owner of the property from carrying out any building work or from using it for business purposes 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?	NO	YES
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9.3 If any consent was needed but not obtained:

(a) Please explain why not.

(b) From whom should it have been obtained?

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

9.4 Do you know if there is an indemnity policy for the property?	NO	YES
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(Note: If consent should have been obtained under the restrictions and there is no evidence that it was obtained or there has been some problem with the title to the property or its rights or a missing planning permission, building regulation approval or completion certificate, it is sometimes necessary to take out an indemnity policy to protect the owner of the property and the lender against a future claim.)

10 PLANNING AND BUILDING CONTROL

10.1 Is the property used only as a private home?

YES	NO (Please give details)
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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?

NO	YES	IN THE YEAR.....	NOT KNOWN
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10.2(b) Was planning permission, building regulation approval or listed building consent obtained for each of the changes mentioned in 9?

NO	YES	COPY ENCLOSED	TO FOLLOW	LOST
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(Please list separately and supply copies of the relevant permissions and, where appropriate, certificates of completion.)

10.2(c) If any of the changes in 9.1(f) have taken place, and the work completed after 1 April 2002, please supply either a FENSA certificate or a building regulation certificate.

NO	YES	COPY ENCLOSED	TO FOLLOW	LOST
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11 EXPENSES

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

NO	YES (Please give details)
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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?

NO	YES
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12.2 If "YES", what stage have the negotiations reached?

12.3 Do you require a mortgage?

NO	YES
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12.4 If "YES", has an offer been received and/or accepted or a mortgage certificate obtained?

NO	YES
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13 DEPOSIT

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

NO	YES
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If "NO", are your expecting to use the deposit paid by your buyer to pay the deposit on your purchase?

NO	YES
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14 MOVING DATE

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

NO	YES
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Note: This will not be fixed until contracts are exchanged i.e. have become binding. Until then you should only make provisional removal arrangements.)

15 ADDITIONAL ENQUIRIES

15.1 Has the electrical wiring at the property been renewed or tested at any time? If so, please supply details. If any electrical works have been undertaken since 31st December 2004 please provide the Minor Works Certificate or Building Control Final Certificate.

15.2 Please confirm that all items belonging to you and any rubbish will be removed from the property, including the loft on or before completion.

15.3 Please confirm that any fixtures and fittings included in the sale are owned outright and not subject to any hire purchase or rental agreements and that any damage caused by their removal will be made good.

15.4 If there is central heating, please confirm:-

- a) How old is the system? If any gas appliance have been installed since 31st March 2005 provide the original CORGI Certificate of Gas Compliance.
 - b) When was it last serviced and by whom?
 - c) Is the system functioning at the moment and do you know of any defects?
 - d) Please confirm the Sellers will notify the Buyer's of any defects which occur between now and completion.
 - e) Please supply a copy of the service contract.
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15.5 Please confirm that if any electrical fittings are to be removed, that the wires will be left in a safe manner and a Minor Works Certificate or a Building Regulations Final Certificate will be provided by completion.

15.6 Please confirm that if gas or water equipment is to be removed that the supply taps will be safely capped.

15.7 Have you received any notices about environmental matters relating to the property, if so please supply details.

15.8 Are you aware of any dangerous substance or waste ever being present on this property or surrounding properties by whatever means.

15.9 Please confirm that all keys for the property including window keys will be handed over on completion.

15.10 Please confirm whether the property has at any time suffered from:-

- a) Subsidence
- b) Landslip
- c) Heave
- d) Settlement
- e) Flooding
- f) Drainage Defects
- g) Woodworm or other insect infestation
- h) Damp
- i) Dry rot
- j) Other Structural Defect

15.11 Has the property ever been burgled, or been subject of any other crime? If so, please give details.

16 UTILITY DETAILS

16.1 Gas Company

Name:

Address:

Telephone Number:

Reference:

16.2 Water Company

Name:

Address:

Telephone Number:

Reference:

16.3 Electricity Authority

Name:

Address:

Telephone Number:

Reference:

16.4 Septic Tank Clearance Company

Name:

Address:

Telephone Number:

Reference:

16.5 Telephone Provider

Name:

Address:

Telephone Number of company:

Telephone Number if not taking with you:

How many lines are provided:

16.6 Cable TV or other services –
please use separate sheet if
necessary

I/We confirm that I/we will ensure that all meters are read upon completion and that I/we will not apply for any of the above services to be disconnected up to or upon completion.

17 DISCLOSABLE OVERRIDING INTERESTS

Under the Land Registration Act 2002, you must disclose to the Land Registry certain unregistered rights or interests that affect the property (“Unregistered Rights”) of which you are aware. These must be listed in the application form that we shall be submitting on your behalf to the Land Registry. The Land Registry may note these Unregistered Rights against your title.

Please tell us of any of the following Unregistered Rights of which you are aware, other than any that we have already told you about from the information that we have about the property. You also need to tell us about any Unregistered Rights of which you become aware between now and the date when the application to the Land Registry is made shortly after completion.

OVERRIDING INTERESTS	YES/NO	DOCUMENTARY EVIDENCE OR DETAILS IF YES
Rights of Way	YES/NO	
Drainage Rights	YES/NO	
Rights of Water	YES/NO	
Water courses	YES/NO	
Rights of common	YES/NO	
Customary rights (eg rights to pasture and graze animals on common land)	YES/NO	
Public rights (eg rights of passage along private highways, rights of passage in navigable waters)	YES/NO	
Rights to minerals or soil	YES/NO	
Rights to timber or crops	YES/NO	
Rights to graze sheep or pasture cattle	YES/NO	
Rights of shooting	YES/NO	

Rights of fishing	YES/NO	
Liability to pay Crown Rents	YES/NO	
Liability to repair the chancel of any Church	YES/NO	
Liability in respect of embankments, sea and river walls	YES/NO	
Liability to pay corn rent	YES/NO	
Squatters rights affecting the property	YES/NO	
Rights of persons in occupation	YES/NO	
Local Land Charges	YES/NO	
Manorial Rights (eg the Lords of right of sporting, mines and minerals, holding fairs and markets, liability for construction and maintenance of dykes and ditches, canals and other works)	YES/NO	
Leases for 21 years or less	YES/NO	
Public – Private Partnership Leases	YES/NO	
Franchises	YES/NO	
Any other rights or liabilities affecting the property	YES/NO	

Signed 1st Seller

Date.....

Signed 2nd Seller

Date.....