

SELLER'S PROPERTY INFORMATION FORM

Address of property:

IMPORTANT NOTE TO SELLERS

- * **Please complete this form carefully. It will be sent to the buyer's solicitor and maybe seen by the buyer. If you are unsure how to answer any of the questions, ask your solicitor before doing so.**
- * For many of the questions you only need to tick the correct answer. Where necessary, please give more detailed answers on a separate sheet of paper. Then send all replies to your solicitor so that the information can be passed to the buyer's solicitors.
- * 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 will rely on them in deciding whether to go ahead. Incorrect information given to the buyer through your solicitor, or 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.
- * It does not matter if you do not know the answer to a question so long as you say so.
- * The buyer will be told by his solicitor that he takes the property as it is. If he wants more information about it, he should get it from his own advisers not from you.
- * If anything changes after you fill in the questionnaire but before the sale is completed, tell your solicitor immediately. This is as important as giving correct answers in the first place.
- * Please pass to your solicitor immediately any notices you have received which affect the property. The same goes for notices which arrive at any time before completion.
- * 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 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.

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?

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) at 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?

1.3 Do you know of any boundary being moved in the last 20 years?

2- Disputes

2.1 Do you know of any disputes about this or any neighbouring property?

no	yes:(give details)
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2.2 Have you received any complaints about anything you have, or have no, done as owners?

no	yes:(give details)
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2.3 Have you ever made any such complaints to a neighbour about what s/ he has or has not done?

no	yes:(give details)
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3- Notices

3.1 Have you either sent or received notices or letters which affect your property or the neighbouring property in any way (e.g. from or to neighbours, council or government dep)?

no	yes	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:(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?

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 or 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?

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:(give details)
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5- Services

(This section applies to gas, electrical and water supplies, sewerage disposal and telephone cables).

5.1 Please tick which services are connected to the property.

gas	elec	water	drains	tel	cable TV
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5.2 Do any drains, pipes or wires for these cross a neighbouring property?

not known	yes:(give details)
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5.3 Do any drains, pipes or wires leading to any neighbour's property cross your property?

not known	yes:(give details)
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5.4 Are you aware of any agreement which is not with the deeds about any of these services?

not known	yes:(give 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 or boundary?

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

yes	no
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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. Explain whether they are paid on a regular basis or only as and when work is required?

6.5 Do you need to go next door if you have to repair or decorate your building or maintain any of the boundaries?

yes	no
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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 under answer to question 2)
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6.7 Do any of your neighbours need to come onto your land to repair or decorate their building or maintain the boundaries?

yes	no
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6.8 If so, have you ever objected?

yes	no:(please give details under answer to question 2)
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7- Arrangements and rights

7. Are there any formal or informal arrangements which give someone else rights over your property?

no	yes:(give details)
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8- Occupiers

8.1 Does anyone other than you live in the property?

yes	no
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If NO, got to 9.1

If YES, please state full names and (if under 18) their ages.

8.2aI) Do any of them have the right to stay on the property without your permission?

no	yes:(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 with mortgage payments.)

8.2aII) Are any of them tenants or lodgers?

no	yes:(give details & copy of tenancy agreement)
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8.2b) Have they all agreed to sign the contract for sale agreeing to leave with you (or earlier)?

no	yes:(give details)
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9- Restrictions

If you have changed the use of property or carried out any building work on it, please read the note below and answer these questions. If you have not proceed to question 10/

NOTE: The title deeds of some properties include clauses which are called "restrictive covenants". For example, these may forbid the owner of the house to carry out any building work or to use it for business purpose- unless someone else (often the builder of the house) gives his/ her consent.

9.1a) Do you know of any "restrictive covenant" which applies to you house or land?

yes	no
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b) If YES, did you ask for consent for the work or change of use?

no	yes:(give details)
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9.2 If consent was needed but not obtained, please explain why not?

9.3 If the reply to 9.1a) is YES please give the name and address of the person from whom consent has to be obtained?

10- Planning

10.1 Is the property used only as a private home?

yes	no:(give details)
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10.2a) Is the property a listed building or in a conservation area?

yes	no	not known
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b) If YES, what work has been carried out since this property was listed or the area became a conservation area?

10.3a) Has there been any building work on the property in the last four years?

no	yes:(give details)
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b) If YES, was planning permission, building regulation approval or listed building consent obtained?

no	not required	yes	copies enclosed	to follow	lost
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10.4 Have you applied for planning permission, building regulation or listed building consent at any time?

no	yes	enclosed	to follow	lost
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10.5 If YES, has any of the work been carried out?

no	yes:(give details)
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10.6a) Has there been any change of property use in the last 10 years (e.g.) dividing into flats, combining flats of using part for business use?

no	yes:(give details)
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b) If YES, was planning permission obtained?

no	not required	yes	copies enclosed	to follow	lost
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11- Fixtures

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

yes	no
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If NO, you should instruct the estate agent to write To everyone concerned correcting this error.

11.2 Do you own outright everything included in the sale? (you must give details of anything which may not be yours to sell, for example anything rented or on H.P.)

yes	no:(give details)
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12- Expenses

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

no	yes:(give details)
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(ignore rates, water rates, community charge and gas, electricity and phone bills. Disclose anything else: e.g. clearance of cess pool or septic tank, drainage rate, rent charge)

13- General

Is there any other information which you think the buyer might have a right to know?

no	yes:(give details)
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Signatures:.....

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Date:.....