

T G Baynes

Please complete the following details as confirmation of your instructions

Our Ref:	
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Address of Property to be Sold (inc.Postcode):	
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Seller 1 Details:	Title	First Name	Middle Name(s)	Last Name
Full Names				
Correspondence Address Line 1				
Correspondence Address Line 2				
Correspondence Address Line 3				
Town/City				
Postcode				
Telephone No(s)	Home:		Mobile:	Work:
E-mail Address(es)	Home:			
	Work:			

To prove Seller 1's identity and address, please provide one original item from **each** of the following lists. Please either enclose them for copy and return or telephone us to arrange for you to call in. The same document cannot be used to confirm name and address. Originals required: Internet print-outs are not accepted.

PLEASE TICK THE RELEVANT ITEM IN LIST 'A' AND LIST 'B' BELOW indicating whether it is enclosed with this form or is to follow.

LIST 'A' - (to confirm name)	<i>Enclosed</i>
Current full signed passport	
Current UK driving licence (full old paper version)	
Current UK photocard driving licence (full or provisional)	
Original notification letter from DWP / Benefits Agency confirming Seller 1's right to benefit	
HM Revenue & Customs tax code notification	

List 'B' - (to confirm address)	<i>Enclosed</i>
Current UK photocard driving licence (full or provisional)	
Bank/Building Society/Credit Union passbook OR statement NOT MORE THAN 3 MONTHS OLD showing current address	
Current Council Tax bill	
Local council rent card or Local council tenancy agreement	
Utility bill - not more than 3 months old (NOT RELATED TO MOBILE PHONES)	
Most recent original mortgage statement from a recognised lender	
Original notification letter from DWP / Benefits Agency confirming Seller 1's right to benefit	

<input type="checkbox"/>	Please tick here if you have enclosed a cheque with this form and enter the Amount	£
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Seller 2 Details:	Title	First Name	Middle Name(s)	Last Name
Full Names				
Correspondence Address Line 1				
Correspondence Address Line 2				
Correspondence Address Line 3				
Town/City				
Postcode				
Telephone No(s)	Home:		Mobile:	Work:
E-mail Address(es)	Home:			
	Work:			

To prove Seller 2's identity and address, please provide one original item from **each** of the following lists. Please either enclose them for copy and return or telephone us to arrange for you to call in. The same document cannot be used to confirm name and address. Originals required. Internet print-outs are not accepted.

PLEASE TICK THE RELEVANT ITEM IN LIST 'A' AND LIST 'B' BELOW indicating whether it is enclosed with this form or is to follow.

LIST 'A' - (to confirm name)

	<i>Enclosed</i>
Current full signed passport	
Current UK driving licence (full old paper version)	
Current UK photocard driving licence (full or provisional)	
Original notification letter from DWP / Benefits Agency confirming Seller 2's right to benefit	
HM Revenue & Customs tax code notification	

List 'B' - (to confirm address)

	<i>Enclosed</i>
Current UK photocard driving licence (full or provisional)	
Bank/Building Society/Credit Union passbook OR statement NOT MORE THAN 3 MONTHS OLD showing current address	
Current Council Tax bill	
Local council rent card or Local council tenancy agreement	
Utility bill - not more than 3 months old (NOT RELATED TO MOBILE PHONES)	
Most recent original mortgage statement from a recognised lender	
Original notification letter from DWP / Benefits Agency confirming Seller 2's right to benefit	

If you are selling and buying, do the two transactions need to be completed together?	<i>Yes / No</i>
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How did you come to contact us?	<i>Please tick</i>
I am a Previous Client	
Recommended by Previous Client	
Internet Search	
RightMove	
Recommended by an Estate Agent	
Recommended by Lender	
Other	
<i>Please give details: -</i>	

Please give details of any suggested completion date	
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If there is any other information relevant to the transaction e.g holiday dates, then please use the space below to inform us

Give the full names of any Occupier(s) and their ages.

Property Details		
Proposed Sale Price	£	
(Freehold/Leasehold)	Freehold (tick)	Leasehold (tick)
Title Documents	<i>If, for example, you hold any of the following;-</i> <ul style="list-style-type: none"> - <i>Unregistered title documents;</i> - <i>The original lease;</i> - <i>Management company share certificate;</i> - <i>Memorandum and articles of association of management company</i> - <i>NHBC documentation</i> <i>please forward them with this completed form.</i>	
	<i>If the property is mortgaged – please complete the following details.</i>	

Lender 1 Details:	<i>Details of the company providing your existing first Mortgage (if any)</i>
Company Name	
Address Line 1	
Address Line 2	
Address Line 3	
Town/City	
Postcode	
Amount owing on the mortgage	£
Mortgage Reference/ Account No.	

Lender 2 Details:	<i>Details of the company providing your existing second Mortgage (if any)</i>
Company Name	
Address Line 1	
Address Line 2	
Address Line 3	
Town/City	
Postcode	
Amount owing on the mortgage	£
Mortgage Reference/ Account No.	

Estate Agent	<i>If you are using an Estate Agent to sell your property, please complete the details below.</i>	
Name of Company		
Name of Negotiator		
Address Line 1		
Address Line 2		
Address Line 3		
Town/City		
Postcode		
Telephone No(s)		
E-mail Address(es)		

Buyer 1 Details:	Title	First Name	Middle Name(s)	Last Name
Full names				
Address Line 1				
Address Line 2				
Address Line 3				
Town/City				
Postcode				
Telephone No(s)	Home:		Mobile:	Work:
E-mail Address(es)	Home:			
	Work:			

Buyer 2 Details:	Title	First Names	Middle Name(s)	Last Name
Full names				
Address Line 1				
Address Line 2				
Address Line 3				
Town/City				
Postcode				
Telephone No(s)	Home:		Mobile:	Work:
E-mail Address(es)	Home:			
	Work:			

Buyer's Solicitors	<i>If you know who the Buyer(s) lawyers are please complete the details below.</i>	
Name of Firm		
Name of Lawyer		
Address Line 1		
Address Line 2		
Address Line 3		
Town/City		
Postcode		
Telephone No(s)		
E-mail Address(es)		

If there will be money due back to you on completion of the transaction you can elect to have the money telegraphically transferred into your bank account subject to our CHAPS fee. If this may be of interest to you, please provide your bank details now in order to avoid delays on completion.

We will not accept bank details by e-mail.

Bank Details:	
Bank Name	
Account Name	
Sort Code	
Account Number	

If there is more than one seller to this transaction please provide joint bank details. If you do not have a joint account and you have provided the bank account details of only one buyer we will require an original signed letter from the other party authorising the payment into that party's sole account.

Please note we will not make payment to any third party account

Please indicate whether you wish us to prepare your Will	<i>Yes / No</i>
If yes, please contact our Wills department to arrange a convenient appointment.	

<i>Dated</i>		<i>Dated</i>	
<i>Signed</i>		<i>Signed</i>	

LAND REGISTRATION ACT QUESTIONNAIRE

The Land Registration Act 2002, which came into force on 13 October 2003 creates a new duty on the sellers of property to reveal matters which may be known to them; but would not always be apparent from documents. The matters which you have a duty to disclose to a buyer are known as 'disclosable overriding interests' and they are listed below.

If you are aware of any of the following disclosable overriding interests, please send to us any documents relating to them in your possession or write to us separately giving full details. Please complete one of the appropriate responses at the end of this form. If you are unsure about any of the matters raised, please do not hesitate to contact us.

Disclosable Overriding Interests include: -

1. Any lease of the property where the term does not exceed 7 years.
2. An interest of any person who occupies any part of the property whose name is/is not on the deeds.
3. Legal easements; for example rights of way over the property, rights for neighbours to connect to drains or pipes, 'wayleave' agreements with any utility companies.
4. Sporting, shooting, grazing or fishing rights over the property.
5. Mining or mineral rights which affect the property.
6. 'Franchises' granted in respect of the property. These would involve such arrangements as charters granted by the Crown to hold events such as markets or fairs.
7. Manorial rights affecting the property.
8. Any right to rent reserved to the Crown when the freehold was granted.
9. Any rights in respect of an embankment or sea or river wall.
10. Any right to payment in lieu of tithe e.g. corn rents.
11. Any liability to repair the chancel of the parish church.

Please write the address of the property you are selling here:

.....

Please delete either statement a) or b) below, whichever is not applicable, and sign the form:

a) *I/We have provided full details of any disclosable overriding interests affecting the property.

b) *I am/We are not aware of any disclosable overriding interests affecting the property.

**delete as appropriate*

SIGNED..... SIGNED.....

Law Society Property Information Form (3rd edition)

Address of the property

Postcode

Full names of the seller

Seller's solicitor

Name of solicitor's firm

Address

Email

Reference number

About this form

This form is completed by the seller to supply the detailed information and documents which may be relied upon for the conveyancing process.

It is important that sellers and buyers read the notes below.

Definitions

- 'Seller' means all sellers together where the property is owned by more than one person.
- 'Buyer' means all buyers together where the property is being bought by more than one person.
- 'Property' includes all buildings and land within its boundaries.



Instructions to the seller

- The answers should be prepared by the person or persons who are named as owner on the deeds or Land Registry title or by the owner's legal representative(s) if selling under a power of attorney or grant of probate or representation. If there is more than one seller, you should prepare the answers together or, if only one seller prepares the form, the other(s) should check the answers given and all sellers should sign the form.
- If you do not know the answer to any question, you must say so. If you are unsure of the meaning of any questions or answers, please ask your solicitor. Completing this form is not mandatory, but omissions or delay in providing some information may delay the sale.
- If you later become aware of any information which would alter any replies you have given, you must inform your solicitor immediately. This is as important as giving the right answers in the first place. Do not change any arrangements concerning the property with anyone (such as a tenant or neighbour) without first consulting your solicitor.
- It is very important that your answers are accurate. If you give incorrect or incomplete information to the buyer (on this form or otherwise in writing or in conversation, whether through your estate agent or solicitor or directly to the buyer), the buyer may make a claim for compensation from you or refuse to complete the purchase.
- You should answer the questions based upon information known to you (or, in the case of legal representatives, you or the owner). You are not expected to have expert knowledge of legal or technical matters, or matters that occurred prior to your ownership of the property.
- Please give your solicitor any letters, agreements or other papers which help answer the questions. If you are aware of any which you are not supplying with the answers, tell your solicitor. If you do not have any documentation you may need to obtain copies at your own expense. Also pass to your solicitor any notices you have received concerning the property and any which arrive at any time before completion of the sale.

Instructions to the buyer

- If the seller gives you, separately from this form, any information concerning the property (in writing or in conversation, whether through an estate agent or solicitor or directly to you) on which you wish to rely when buying the property, you should tell your solicitor.
- You are entitled to rely on the replies given to enquiries but in relation to the physical condition of the property, the replies should not be treated as a substitute for undertaking your own survey or making your own independent enquiries, which you are recommended to do.
- The seller is only obliged to give answers based on their own information. They may not have knowledge of legal or technical matters. You should not expect the seller to have knowledge of, or give information about, matters prior to their ownership of the property.

1 Boundaries

If the property is leasehold this section, or parts of it, may not apply.

1.1 Looking towards the property from the road, who owns or accepts responsibility to maintain or repair the boundary features:

(a) on the left?	<input type="checkbox"/> Seller	<input type="checkbox"/> Neighbour
	<input type="checkbox"/> Shared	<input type="checkbox"/> Not known
(b) on the right?	<input type="checkbox"/> Seller	<input type="checkbox"/> Neighbour
	<input type="checkbox"/> Shared	<input type="checkbox"/> Not known
(c) at the rear?	<input type="checkbox"/> Seller	<input type="checkbox"/> Neighbour
	<input type="checkbox"/> Shared	<input type="checkbox"/> Not known
(d) at the front?	<input type="checkbox"/> Seller	<input type="checkbox"/> Neighbour
	<input type="checkbox"/> Shared	<input type="checkbox"/> Not known

1.2 If the boundaries are irregular please indicate ownership by written description or by reference to a plan:

1.3 Is the seller aware of any boundary feature having been moved in the last 20 years? If Yes, please give details:

Yes No

1.4 During the seller's ownership, has any land previously forming part of the property been sold or has any adjacent property been purchased? If Yes, please give details:

Yes No

1.5 Does any part of the property or any building on the property overhang, or project under, the boundary of the neighbouring property or road? If Yes, please give details:

Yes No

1 Boundaries (continued)

1.6 Has any notice been received under the Party Wall Act 1996 in respect of any shared/party boundaries? If Yes, please supply a copy, and give details of any works carried out or agreed:

Yes No
 Enclosed To follow

2 Disputes and complaints

2.1 Have there been any disputes or complaints regarding this property or a property nearby? If Yes, please give details:

Yes No

2.2 Is the seller aware of anything which might lead to a dispute about the property or a property nearby? If Yes, please give details:

Yes No

3 Notices and proposals

3.1 Have any notices or correspondence been received or sent (e.g. from or to a neighbour, council or government department), or any negotiations or discussions taken place, which affect the property or a property nearby? If Yes, please give details:

Yes No

3.2 Is the seller aware of any proposals to develop property or land nearby, or of any proposals to make alterations to buildings nearby? If Yes, please give details:

Yes No

4 Alterations, planning and building control

Note to seller: All relevant approvals and supporting paperwork referred to in section 4 of this form, such as listed building consents, planning permissions, Building Regulations consents and completion certificates should be provided. If the seller has had works carried out the seller should produce the documentation authorising this. Copies may be obtained from the relevant local authority website. Competent Persons Certificates may be obtained from the contractor or the scheme provider (e.g. FENSA or Gas Safe Register). Further information about Competent Persons Certificates can be found at: www.gov.uk.

Note to buyer: If any alterations or improvements have been made since the property was last valued for council tax, the sale of the property may trigger a revaluation. This may mean that following completion of the sale, the property will be put into a higher council tax band. Further information about council tax valuation can be found at: www.voa.gov.uk.

4.1 Have any of the following changes been made to the whole or any part of the property (including the garden)?

- (a) Building works (e.g. extension, loft or garage conversion, removal of internal walls). If Yes, please give details including dates of all work undertaken:

Yes No

- (b) Change of use (e.g. from an office to a residence)

Yes No

Year

- (c) Installation of replacement windows, roof windows, roof lights, glazed doors since 1 April 2002

Yes No

Year(s)

- (d) Addition of a conservatory

Yes No

Year

4.2 If Yes to any of the questions in 4.1 and if the work was undertaken during the seller's ownership of the property:

- (a) please supply copies of the planning permissions, Building Regulations approvals and Completion Certificates, OR:
- (b) if none were required, please explain why these were not required – e.g. permitted development rights applied or the work was exempt from Building Regulations:

Further information about permitted development can be found at: www.planningportal.gov.uk.

4 Alterations, planning and building control (continued)

4.3 Are any of the works disclosed in 4.1 above unfinished?
If Yes, please give details:

Yes No

4.4 Is the seller aware of any breaches of planning permission conditions or Building Regulations consent conditions, unfinished work or work that does not have all necessary consents? If Yes, please give details:

Yes No

4.5 Are there any planning or building control issues to resolve?
If Yes, please give details:

Yes No

4.6 Have solar panels been installed?

Yes No

If Yes:

(a) In what year were the solar panels installed?

Year

(b) Are the solar panels owned outright?

Yes No

(c) Has a long lease of the roof/air space been granted to a solar panel provider? If Yes, please supply copies of the relevant documents.

Yes No
 Enclosed To follow

4.7 Is the property or any part of it:

(a) a listed building?

Yes No
 Not known

(b) in a conservation area?

Yes No
 Not known

If Yes, please supply copies of any relevant documents.

Enclosed To follow

4 Alterations, planning and building control (continued)

4.8 Are any of the trees on the property subject to a Tree Preservation Order?

Yes No
 Not known

If Yes:

(a) Have the terms of the Order been complied with?

Yes No
 Not known

(b) Please supply a copy of any relevant documents.

Enclosed To follow

5 Guarantees and warranties

Note to seller: All available guarantees, warranties and supporting paperwork should be supplied before exchange of contracts.

Note to buyer: Some guarantees only operate to protect the person who had the work carried out or may not be valid if their terms have been breached. You may wish to contact the company to establish whether it is still trading and if so, whether the terms of the guarantee will apply to you.

5.1 Does the property benefit from any of the following guarantees or warranties? If Yes, please supply a copy.

(a) New home warranty (e.g. NHBC or similar)

Yes No
 Enclosed To follow

(b) Damp proofing

Yes No
 Enclosed To follow

(c) Timber treatment

Yes No
 Enclosed To follow

(d) Windows, roof lights, roof windows or glazed doors

Yes No
 Enclosed To follow

(e) Electrical work

Yes No
 Enclosed To follow

(f) Roofing

Yes No
 Enclosed To follow

5 Guarantees and warranties (continued)

(g) Central heating

Yes No
 Enclosed To follow

(h) Underpinning

Yes No
 Enclosed To follow

(i) Other (please state):

Enclosed To follow

5.2 Have any claims been made under any of these guarantees or warranties? If Yes, please give details:

Yes No

6 Insurance

6.1 Does the seller insure the property?

Yes No

6.2 Has any buildings insurance taken out by the seller ever been:

(a) subject to an abnormal rise in premiums?

Yes No

(b) subject to high excesses?

Yes No

(c) subject to unusual conditions?

Yes No

(d) refused?

Yes No

If Yes, please give details:

6.3 Has the seller made any buildings insurance claims?
If Yes, please give details:

Yes No

Flooding

Note: Flooding may take a variety of forms: it may be seasonal or irregular or simply a one-off occurrence. The property does not need to be near a sea or river for flooding to occur. Further information about flooding can be found at: www.defra.gov.uk.

7.1 Has any part of the property (whether buildings or surrounding garden or land) ever been flooded? If Yes, please state when the flooding occurred and identify the parts that flooded:

Yes No

If No to question 7.1 please continue to 7.3 and do not answer 7.2 below.

7.2 What type of flooding occurred?

- | | | |
|---------------------------|------------------------------|-----------------------------|
| (a) Ground water | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (b) Sewer flooding | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (c) Surface water | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (d) Coastal flooding | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (e) River flooding | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (f) Other (please state): | | |

7.3 Has a Flood Risk Report been prepared? If Yes, please supply a copy.

Yes No
 Enclosed To follow

Further information about the types of flooding and Flood Risk Reports can be found at: www.environment-agency.gov.uk.

Radon

Note: Radon is a naturally occurring inert radioactive gas found in the ground. Some parts of England and Wales are more adversely affected by it than others. Remedial action is advised for properties with a test result above the 'recommended action level'. Further information about Radon can be found at: www.hpa.org.uk.

7.4 Has a Radon test been carried out on the property?

Yes No

If Yes:

- | | | |
|---|-----------------------------------|------------------------------------|
| (a) please supply a copy of the report | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow |
| (b) was the test result below the 'recommended action level'? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

7 Environmental matters (continued)

7.5 Were any remedial measures undertaken on construction to reduce Radon gas levels in the property?

Yes No
 Not known

Energy efficiency

Note: An Energy Performance Certificate (EPC) is a document that gives information about a property's energy usage. Further information about EPCs can be found at: www.gov.uk.

7.6 Please supply a copy of the EPC for the property.

Enclosed To follow
 Already supplied

7.7 Have any installations in the property been financed under the Green Deal scheme? If Yes, please give details of all installations and supply a copy of your last electricity bill.

Yes No
 Enclosed To follow

Further information about the Green Deal can be found at: www.gov.uk/decc.

Japanese knotweed

Note: Japanese knotweed is an invasive plant that can cause damage to property. It can take several years to eradicate.

7.8 Is the property affected by Japanese knotweed?

Yes No
 Not known

If Yes, please state whether there is a Japanese knotweed management plan in place and supply a copy.

Yes No
 Not known
 Enclosed To follow

8 Rights and informal arrangements

Note: Rights and arrangements may relate to access or shared use. They may also include leases of less than seven years, rights to mines and minerals, manorial rights, chancel repair and similar matters. If you are uncertain about whether a right or arrangement is covered by this question, please ask your solicitor.

8.1 Does ownership of the property carry a responsibility to contribute towards the cost of any jointly used services, such as maintenance of a private road, a shared driveway, a boundary or drain? If Yes, please give details:

Yes No

8 Rights and informal arrangements (continued)

8.2 Does the property benefit from any rights or arrangements over any neighbouring property? If Yes, please give details:

Yes No

8.3 Has anyone taken steps to prevent access to the property, or to complain about or demand payment for access to the property? If Yes, please give details:

Yes No

8.4 Does the seller know of any of the following rights or arrangements which affect the property?

- | | | |
|--|------------------------------|-----------------------------|
| (a) Rights of light | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (b) Rights of support from adjoining properties | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (c) Customary rights (e.g. rights deriving from local traditions) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (d) Other people's rights to mines and minerals under the land | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (e) Chancel repair liability | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (f) Other people's rights to take things from the land (such as timber, hay or fish) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If Yes, please give details:

8.5 Are there any other rights or arrangements affecting the property? If Yes, please give details:

Yes No

Services crossing the property or neighbouring property

8.6 Do any drains, pipes or wires serving the property cross any neighbour's property?

Yes No
 Not known

8.7 Do any drains, pipes or wires leading to any neighbour's property cross the property?

Yes No
 Not known

8 Rights and informal arrangements (continued)

8.8 Is there any agreement or arrangement about drains, pipes or wires?

Yes No
 Not known

If Yes, please supply a copy or give details:

Enclosed To follow

9 Parking

9.1 What are the parking arrangements at the property?

9.2 Is the property in a controlled parking zone or within a local authority parking scheme?

Yes No
 Not known

10 Other charges

Note: If the property is leasehold, details of lease expenses such as service charges and ground rent should be set out on the separate TA7 Leasehold Information Form. If the property is freehold, there may still be charges: for example, payments to a management company or for the use of a private drainage system.

10.1 Does the seller have to pay any charges relating to the property (excluding any payments such as council tax, utility charges, etc.), for example payments to a management company? If Yes, please give details:

Yes No

11 Occupiers

11.1 Does the seller live at the property?

Yes No

11.2 Does anyone else, aged 17 or over, live at the property?

Yes No

If No to question 11.2, please continue to section 12 'Services' and do not answer 11.3–11.5 below.

11 Occupiers (continued)

11.3 Please give the full names of any occupiers (other than the sellers) aged 17 or over:

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11.4 Are any of the occupiers (other than the sellers), aged 17 or over, tenants or lodgers?

Yes No

11.5 Is the property being sold with vacant possession?

Yes No

If Yes, have all the occupiers aged 17 or over:

(a) agreed to leave prior to completion?

Yes No

(b) agreed to sign the sale contract? If No, please supply other evidence that the property will be vacant on completion.

Yes No
 Enclosed To follow

12 Services

Note: If the seller does not have a certificate requested below this can be obtained from the relevant Competent Persons Scheme. Further information about Competent Persons Schemes can be found at: www.gov.uk.

Electricity

12.1 Has the whole or any part of the electrical installation been tested by a qualified and registered electrician?

Yes No

If Yes, please state the year it was tested and provide a copy of the test certificate.

Year
 Enclosed To follow

12.2 Has the property been rewired or had any electrical installation work carried out since 1 January 2005?

Yes No
 Not known

If Yes, please supply one of the following:

(a) a copy of the signed BS7671 Electrical Safety Certificate

Enclosed To follow

(b) the installer's Building Regulations Compliance Certificate

Enclosed To follow

(c) the Building Control Completion Certificate

Enclosed To follow

Central heating

12.3 Does the property have a central heating system?

Yes No

If Yes:

(a) What type of system is it (e.g. mains gas, liquid gas, oil, electricity, etc.)?

(b) When was the heating system installed? If on or after 1 April 2005 please supply a copy of the 'completion certificate' (e.g. CORGI or Gas Safe Register) or the 'exceptional circumstances' form.

Date
 Not known
 Enclosed To follow

(c) Is the heating system in good working order?

Yes No

(d) In what year was the heating system last serviced/maintained? Please supply a copy of the inspection report.

Year Not known
 Enclosed To follow
 Not available

Drainage and sewerage

Note: Further information about drainage and sewerage can be found at: www.environment-agency.gov.uk.

12.4 Is the property connected to mains:

(a) foul water drainage?

Yes No
 Not known

(b) surface water drainage?

Yes No
 Not known

If Yes to both questions in 12.4, please continue to section 13 'Connection to utilities and services' and do not answer 12.5–12.10 below.

12.5 Is sewerage for the property provided by:

(a) a septic tank?

Yes No

(b) a sewage treatment plant?

Yes No

(c) cesspool?

Yes No

12.6 Is the use of the septic tank, sewage treatment plant or cesspool shared with other properties? If Yes, how many properties share the system?

Yes No
 Properties share

12 Services (continued)

12.7 When was the system last emptied?

Year

12.8 If the property is served by a sewage treatment plant, when was the treatment plant last serviced?

Year

12.9 When was the system installed?

Year

Note: Some systems installed after 1 January 1991 require Building Regulations approval, environmental permits or registration. Further information about permits and registration can be found at: www.environment-agency.gov.uk.

12.10 Is any part of the septic tank, sewage treatment plant (including any soakaway or outfall) or cesspool, or the access to it, outside the boundary of the property? If Yes, please supply a plan showing the location of the system and how access is obtained.

Yes No
 Enclosed To follow

13 Connection to utilities and services

Please mark the Yes or No boxes to show which of the following utilities and services are connected to the property and give details of any providers.

Mains electricity	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name	<input type="text"/>	
Location of meter	<input type="text"/>	

Mains gas	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name	<input type="text"/>	
Location of meter	<input type="text"/>	

Mains water	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name	<input type="text"/>	
Location of stopcock	<input type="text"/>	
Location of meter, if any	<input type="text"/>	

Mains sewerage	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name	<input type="text"/>	

Telephone	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name	<input type="text"/>	

Cable	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name	<input type="text"/>	

14 Transaction information

14.1 Is this sale dependent on the seller completing the purchase of another property on the same day? Yes No

14.2 Does the seller have any special requirements about a moving date? If Yes, please give details: Yes No

14.3 Does the sale price exceed the amount necessary to repay all mortgages and charges secured on the property? Yes No

14.4 Will the seller ensure that:

(a) all rubbish is removed from the property (including from the loft, garden, outbuildings, garages and sheds) and that the property will be left in a clean and tidy condition? Yes No

(b) if light fittings are removed, the fittings will be replaced with ceiling rose, flex, bulb holder and bulb? Yes No

(c) reasonable care will be taken when removing any other fittings or contents? Yes No

(d) keys to all windows and doors and details of alarm codes will be left at the property or with the estate agent? Yes No

Signed:

Dated:

Signed:

Dated:

Each seller should sign this form.

The Law Society is the representative body for solicitors in England and Wales.

Law Society Fittings and Contents Form (3rd edition)

Address of the property

Postcode

Full names of the seller

Seller's solicitor

Name of solicitor's firm

Address

Email

Reference number

About this form

The aim of this form is to make clear to the buyer which items are included in the sale. It must be completed accurately by the seller as the form may become part of the contract between the buyer and seller.

It is important that sellers and buyers check the information in this form carefully.

Definitions

- 'Seller' means all sellers together where the property is owned by more than one person.
- 'Buyer' means all buyers together where the property is being bought by more than one person.



Instructions to the seller and the buyer

In each row, the seller should tick the appropriate box to show whether:

- the item is included in the sale (*'Included'*);
- the item is excluded from the sale (*'Excluded'*);
- there is no such item at the property (*'None'*).

Where an item is excluded from the sale the seller may offer it for sale by inserting a price in the appropriate box. The buyer can then decide whether to accept the seller's offer.

A seller who inserts a price in this form is responsible for negotiating the sale of that item directly with the buyer or through their estate agent. If the seller or buyer instructs their solicitor to negotiate the sale of such an item, there may be an additional charge.

Sellers and buyers should inform their solicitors of any arrangements made about items offered for sale.

If the seller removes any fixtures, fittings or contents, the seller should be reasonably careful to ensure that any damage caused is minimised.

Unless stated otherwise, the seller will be responsible for ensuring that all rubbish is removed from the property (including from the loft, garden, outbuildings, garages and sheds), and that the property is left in a reasonably clean and tidy condition.

1 Basic fittings

	Included	Excluded	None	Price	Comments
Boiler/immersion heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Radiators/wall heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Night-storage heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Free-standing heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Gas fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Electric fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Light switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Roof insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Window fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Window shutters/grilles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Internal door fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
External door fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Doorbell/chime	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

1 Basic fittings (continued)

	Included	Excluded	None	Price	Comments
Electric sockets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Burglar alarm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other items (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

2 Kitchen

Note: In this section please also indicate whether the item is fitted or freestanding.

	Fitted	Free-standing	Included	Excluded	None	Price	Comments
Hob	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Extractor hood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Oven/grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Cooker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Refrigerator/fridge-freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Tumble-dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Washing machine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other items (please specify)</i>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

3 Bathroom

	Included	Excluded	None	Price	Comments
Bath	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Shower fitting for bath	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Shower curtain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bathroom cabinet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Taps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Separate shower and fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Towel rail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Soap/toothbrush holders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Toilet roll holders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bathroom mirror	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

4 Carpets

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

5 Curtains and curtain rails

	Included	Excluded	None	Price	Comments
Curtain rails/poles/pelmets					
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
Curtains/blinds					
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

6 Light fittings

Note: If the seller removes a light fitting, it is assumed that the seller will replace the fitting with a ceiling rose, a flex, bulb holder and bulb and that they will be left in a safe condition.

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

7 Fitted units

Note: Fitted units include, for example, fitted cupboards, fitted shelves, and fitted wardrobes.

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

7 Fitted units (continued)

	Included	Excluded	None	Price	Comments
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

8 Outdoor area

	Included	Excluded	None	Price	Comments
Garden furniture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Garden ornaments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Trees, plants, shrubs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Barbecue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dustbins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Garden shed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Greenhouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Outdoor heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Outside lights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Water butt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Clothes line	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Rotary line	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other items (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

9 Television and telephone

	Included	Excluded	None	Price	Comments
Telephone receivers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Television aerial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Radio aerial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

10 Stock of fuel

	Included	Excluded	None	Price	Comments
Oil	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Wood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Liquefied Petroleum Gas (LPG)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

11 Other items

	Included	Excluded	Price	Comments
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

Signed: Dated:

Signed: Dated:

Each seller should sign this form.

The Law Society is the representative body for solicitors in England and Wales.

ABORTIVE FEES COVER

We hope that your conveyancing transaction will proceed smoothly and we will, of course, do everything in our power to ensure that it does.

However, things can go wrong. For example, your buyer or seller may pull out before exchange of contracts and, if you are part of a chain, problems for one party may affect all the others. In the event that the transaction fails you can be left with a bill for legal fees for the work undertaken so far.

T G Baynes now offer a facility whereby for a single payment at the start we will cover the cost of fees for any one abortive transaction.

Abortive Fees Cover for this transaction will be £150.00 including VAT. NOTE: this payment is non-refundable.

By making this payment at the start of the transaction you are covered against the possibility of having to pay higher fees should the transaction not proceed to completion. Without this cover you will be liable to the fees indicated in our original estimate.

You are covered for abortive fees in the event that the matter is called off because...

- ...the other party withdraws
- ...your survey is unsatisfactory
- ...the title of the property you are buying is defective
- ...there is unreasonable delay by the other party

The normal full fees will apply if you decide not to continue for any other reason than those stated above.

Please note that expenses to other parties such as Local Authority Search Fees and Land Registry Fees are not covered by this facility and will be payable in any event.

If you wish to take advantage of this cover please complete this form in duplicate, returning one copy to us and retaining the other for your records. A receipt will be sent to you to confirm the arrangement.

ABORTIVE FEES COVER APPLICATION

Please arrange for Abortive Fees Cover on this transaction. I have read the terms and conditions for the cover as set out above and agree to them.

I enclose a cheque payable to T G Baynes for £150.00

Name: _____ Signed: _____

(Single Purchase only)

T G Baynes Solicitors Client Care Guide for Residential Conveyancing

The terms and conditions of business set out in this Client Care Guide comprise the terms upon which T G Baynes Solicitors will accept instructions from you in respect of the provision of Residential Conveyancing (i.e. sales, purchases, re-mortgages and equity transfers).

1. Places, Hours of Business and Means of Contact.

- 1.1. Our offices are located in Bexleyheath, Dartford, Orpington, Welling and Sidcup. A postal address, telephone number, fax number and e-mail address for those branches are available at our web site and set out on the letterhead for each branch. Your conveyancing transaction can be dealt with via any of these offices.
- 1.2. Should you need to contact us again before formally instructing us, please contact the law office you have been dealing with.
- 1.3. T G Baynes Solicitors offices are open from 9am to 5.30pm on weekdays excluding bank holidays.

2. Residential Conveyancing Terms and Conditions.

- 2.1. A conveyancer will be assigned to your matter once we receive your completed instructions forms and appropriate identification documents. We shall notify you of the name and contact details of the conveyancer representing you on receipt of formal instructions.
- 2.2. In the event of a complaint, we hope that you are able to resolve matters with the conveyancer acting for you. We aim to offer all of our clients an efficient and effective service and are confident that we will do so in this case. However, should there be any aspect of our service with which you are unhappy, you should notify Martin Dewar who is the supervising solicitor for this department. Mr Dewar is based at T G Baynes, Baynes House, 5a Market Street, Dartford, Kent, DA1 1DB

You have the right to complain to the Legal Ombudsman at the conclusion of our complaint process. You should allow at least eight weeks for us to resolve your complaint but if we fail to deal with this to your satisfaction you can involve the Legal Ombudsman provided you contact them within 6 months of your last contact with us. The Legal Ombudsman will not consider any complaint where the date of the act or omission is more than six years ago or more than three years from when you should have been aware of it. These timescales are being introduced gradually, meaning that the Legal Ombudsman will not accept complaints where the act or omission, or date of awareness, occurred before 6th October 2010.

The Legal Ombudsman can be contacted by telephoning 0300 555 0333 or by writing to PO BOX 6806 Wolverhampton WV1 9WJ or at www.legalombudsman.org.uk

A complaint can include a complaint about our bill. You may also have the right to object to payment of our bill by applying for an assessment under Part III of the Solicitors Act 1974.

Please note that we may be entitled to charge interest on any part of our bill which remains unpaid.

- 2.3. The average length of time to reach completion (i.e. the moving day) is 10-12 weeks. A typical re-mortgage will take 7 days from receipt of mortgage offer. We will always do our best to try to meet a deadline that you may be working towards, but there are a variety of factors that can affect the time scale involved in completing a transaction; for example:
 - 2.3.1. the number of parties in the conveyancing chain. Sometimes this can cause delay in the process especially if the chain breaks down at any point;
 - 2.3.2. all of the parties securing mortgage funding (if necessary). Delays can take place while this is arranged;
 - 2.3.3. agreeing a completion date if different parties have different priorities;
 - 2.3.4. surveys revealing unforeseen structural problems which may require further investigation such as specialist reports in relation to damp proofing, electrical work or defective central heating.
- 2.4. A broad outline of the work comprised in a conveyancing transaction is: -
 - 2.4.1. supplying information to a buyer and obtaining it from a seller;
 - 2.4.2. checking that a seller has good title;
 - 2.4.3. agreeing the terms of a contract for sale and purchase;

- 2.4.4. when everyone is ready; agreeing a completion (moving) date and exchanging contracts;
 - 2.4.5. making pre-completion arrangements, signing transfers and making further searches;
 - 2.4.6. obtaining a repayment figure on any 'old' mortgage and arranging receipt of the money in relation to any 'new' mortgage;
 - 2.4.7. on moving day:
 - 2.4.7.1.1. receiving the sale money from your buyer;
 - 2.4.7.1.2. paying off your old mortgage;
 - 2.4.7.1.3. paying for your new house;
 - 2.4.7.1.4. sending any surplus money to you.
 - 2.4.8. registering your ownership at the Land Registry and informing you when we receive the Title Information Document;
 - 2.4.9. acting for your lender to ensure that their interests are properly protected.
- 2.5. You may be aware that the Government has expressed a determination to eradicate money laundering; which is the process by which proceeds of criminal activity are changed to appear to originate from a legitimate source. The Government is taking far-reaching steps to identify those in possession of and/or seeking to utilise any funds or property that represent the proceeds of crime.
- 2.5.1. Solicitors and their staff are now required by law to report to Government departments and other regulatory bodies should they suspect or be uncertain about the legitimacy of funds or a proposed transaction. Solicitors and their staff may face prosecution if they fail to report any circumstance of which they are aware or *should have been aware* in which it transpires that the proceeds of crime have funded a transaction.
 - 2.5.2. Since the onus is placed on solicitors and their staff to make all necessary enquiries in this regard, please ensure that you provide us with all of the information we may require, both to establish your identity and the legitimacy of your transaction. Accordingly, we reserve the right to seek clearance to proceed with your transaction from the necessary Government department or other regulatory body. This would result in our being prohibited from discussing the matter further with you until permission was given for us to do so. Please note that our duties under the Proceeds of Crime Act 2002 and the accompanying Money Laundering Regulations 2003 override our duty to clients in respect of confidentiality. Please note that we accept no liability if your transaction is delayed whilst we seek clearance from the authorities. Please note that we may be prevented from acting for you further without explanation.
- 2.6. Please note that as a result of the Proceeds of Crime Act 2002 and the money Laundering Regulations 2007 this firm will not be in a position to accept any more than £500.00 in cash for any payments. Please bear in mind that completion of your transaction may be delayed if payment is not made by the requested method e.g. banker's draft or CHAPS payment.
- 2.7. Our standard sale, purchase, remortgage and transfer of equity questionnaires contain a section for you to provide your bank account details should any proceeds of sale or surplus funds be due back to you on completion. Please provide full details now to avoid any delay sending funds to you. We will not accept bank details by e-mail and we will not accept any variation to the bank details you provide in the forms by e-mail. Please ensure the bank details you provide are your bank details. We will not make any payments to a third party.
- 2.8. Please return any sale, purchase, re-mortgage or transfer of equity questionnaires to us promptly
- 2.9. Please return any Property Information and Contents Forms duly completed as soon as possible.
- 2.10. When we write to you to confirm your instructions, you will be given a login name, password and full instructions to enable you to check matter progress via our website. You may wish to make your login information available to your estate agent so that they can check matter progress on your behalf. This will prevent unnecessary time being expended by providing third parties with matter progress reports.
- 2.11. We are not authorised under the Financial Services and Markets Act 2000 but we are able, in certain circumstances, to offer a limited range of investments services to clients because we are members of the Solicitors Regulation Authority. Our SRA reference number is 46768. We can provide these investment services if they are an incidental part of the professional services we have been engaged to provide.
- 2.12. If you have any problem with the service which we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us the Legal Ombudsman provides a complaints and redress scheme.
- 2.13. The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions.

The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is an independent complaints handling body.

2.14. This firm is not authorised by the Financial Conduct Authority. We are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activities, which is broadly the advising on, selling and administration of insurance contracts. This part of our business is regulated by the Solicitors Regulation Authority, however arrangements for complaints or redress if something goes wrong is handled by the Legal Ombudsman. The register can be accessed via the Financial Conduct Authority website at <https://register.fca.org.uk/>.

2.15. All clients' funds are held in accordance with the Solicitors Accounts Rules. In the light of the 2008/2009 banking crisis we are reminding clients that the collapse of any bank or building society with whom we have deposited clients' money could result in the loss of those monies.

The firm takes all necessary and reasonable steps to safeguard and protect client funds, including monitoring of reliable doubts about the solvency of any bank or building society with whom we have deposited clients' money. However, notwithstanding the diligent performance of our professional obligations, the firm may not be liable to repay money lost through a banking failure.

2.16. We shall try to avoid changing the people who handle your work; but if this cannot be avoided, we will inform you promptly of the name of the person to whom your matter has been transferred.

2.17. You will have received an estimate of our fees with the accompanying letter. The estimate of the final fee is based on the value of the property being bought or sold in conjunction with the amount of time we estimate that your matter should take to complete. The estimate of time taken for a freehold matter is 5 hours and for leasehold matters, 6 hours.

2.18. We shall do all we can to complete the work within the cost estimate given at the outset of the matter. If, however, we discover that your matter is becoming protracted, we shall contact you as soon as possible with a revised estimate of fees.

2.19. The estimate of fees you have received includes provision for the work that we will carry out on your behalf in connection with one existing mortgage on any sale or re-mortgage and one new mortgage on any purchase or re-mortgage. Repayment of further existing mortgage(s) or completion of subsequent new mortgage(s) will incur additional fees.

2.20. The hourly rate charged for lawyers carrying out residential conveyancing is £140.00 per hour (plus VAT) and £60.00 per hour (plus VAT) for tasks carried out by conveyancing assistants. Tasks undertaken after we have sent any revised estimate of fees to you will be charged at the current rate for the fee earner or assistant carrying them out. The hourly rates set out are normally reviewed annually and take effect from 1 May in each year. We will advise you in writing of details of any revision of rates occurring during the conduct of your matter.

2.21. Where the initial cost estimate is exceeded, and we have notified you with a revised estimate of fees, letters written and received and telephone calls made and received will be charged for either in single or multiple units comprising 1/10th of an hour.

2.22. Should your transaction fail to proceed to completion, our fee will be calculated either as:

2.22.1. a proportion of the estimated fee based on the stage the transaction has reached; or

2.22.2. the actual time recorded; whichever shall be the greater.

2.22.3. VAT will be added to the fee. Any disbursements incurred (i.e. payments made on your behalf) will also be chargeable.

2.23. The estimate of our fees includes conventional work associated with your matter. Additional complexity may involve an additional service from the list set out below. As you will see execution of these tasks is based on a 'menu pricing' system.

2.24. The timing of completion may incur an additional fee. As you will be aware, the point at which you become legally bound in your transaction is called 'Exchange of Contracts'. Immediately before exchange of contracts, a 'completion date' i.e. moving date is agreed and that date becomes a term of the contract. There is a considerable amount of work that takes place between exchange of contracts and completion. If that period is reduced to less than 10 working days, additional work is created in terms of 'progress-chasing' to ensure that your matter is ready to complete on time. Should you agree to complete your transaction on a date which leaves ten or less working days between exchange of contracts and completion, each transaction will incur an additional fee of £95.00 plus VAT. Should you agree to a simultaneous exchange and completion, i.e. exchange and completion on the same day, each transaction will incur an additional fee of £150.00 plus VAT.

2.25. Other matters which will attract additional fees are: -

2.25.1. Redemption of outstanding loan by CHAPS payment	£35.00	plus VAT;
2.25.2. Payment of sale proceeds to yourself or others by CHAPS payment	£35.00	plus VAT;
2.25.3. Discharge of Second or subsequent Legal Charge	£75.00	plus VAT;
2.25.4. Preparation of a Power of Attorney	£150.00	plus VAT;
2.25.5. Preparation of a Deed of Trust	£250.00	plus VAT;
2.25.6. Preparation of a Deed of Postponement	£125.00	plus VAT;
2.25.7. Preparation of a Deed of Variation to a Lease	£375.00	plus VAT;
2.25.8. Approval of a Deed of Variation to a Lease	£175.00	plus VAT;
2.25.9. Preparation of a Legal Charge	£175.00	plus VAT;
2.25.10. Preparation of a Deed of Rectification	£275.00	plus VAT;
2.25.11. Approval of a Deed of Rectification	£125.00	plus VAT;
2.25.12. Preparation of an Assured Shorthold Tenancy Agreement	£225.00	plus VAT;
2.25.13. Approval of an Assured Shorthold Tenancy Agreement	£225.00	plus VAT;
2.25.14. Transfer of Business Loan Facility/Overdraft	£175.00	plus VAT;
2.25.15. Transfer of Legal Aid Charge or other current loan	£175.00	plus VAT;
2.25.16. Preparation of a Deed of Easement to grant rights	£275.00	plus VAT;
2.25.17. Preparation of a Declaration of Solvency	£175.00	plus VAT;
2.25.18. Preparation of a Statutory Declaration	£175.00	plus VAT;
2.25.19. Preparation of a Deed of Assignment of a Life Policy	£175.00	plus VAT;
2.25.20. Arrangement of an Indemnity Policy	£150.00	plus VAT;
2.25.21. Prepare Adult Occupier Declaration(s)	£50.00	plus VAT;
2.25.22. Approval of an Unregistered Title	£125.00	plus VAT;
2.25.23. Preparation of an Epitome of Title	£125.00	plus VAT;
2.25.24. Dealing with a Deed of Covenant/Licence to Assign	£100.00	plus VAT;
2.25.25. Supplemental charge for acting on a New Build property	£200.00	plus VAT;
2.25.26. Supplemental charge for acting on a Shared Ownership property	£200.00	plus VAT;
2.25.27. Approval of a Statutory Declaration	£100.00	plus VAT;
2.25.28. Preparation of an Occupier's Consent form	£50.00	plus VAT;
2.25.29. Discharge of Restriction, Cautions or Notices	£75.00	plus VAT;
2.25.30. Simultaneous Exchange & Completion Fee	£150.00	plus VAT;

- 2.26. Our bill will be rendered before completion (or at the point that the transaction fails to proceed). Please note that there may be further disbursements which will be incurred but are presently unknown.
- 2.27. Unless we have agreed an alternative arrangement which we have confirmed in writing, our fees will be based on the provisions of 2.16 – 2.25 above. No charge is made for work done by members of staff outside the conveyancing department such as receptionists and accounts staff.
- 2.28. If you do not pay our bill on completion of the transaction, and if you do not pay within 28 days thereafter, we will charge interest on it at 5% per year above Barclays Bank PLC's base rate from time to time on a daily basis, from the date on which payment of our bill is due.
- 2.29. Where you obtain a mortgage or other borrowing from a lender we will request that they forward the money to us two working days before completion to avoid delays. You should note that a lender will charge interest from the date the funds leave their bank for transmission to ours.
- 2.30. From time to time the firm will be audited for compliance with The Solicitors Regulation Authority Practice Management System. This procedure involves random inspection of files by independent auditors. Unless we hear from you otherwise, we shall take it that you have no objection to the inclusion of your file in such an inspection process.
- 2.31. You may terminate your instructions in writing to us at any time. For example, you may decide that you cannot give us clear instructions on how to proceed.
- 2.32. We would normally expect to be instructed by your lender to act on their behalf also. If so, we are bound to pass them information you give us which might be relevant to their decision to finance the purchase. If you tell us things that you do not want your lender to know, and they are relevant, we may have to stop acting for the lender and possibly you.
- 2.33. We will decide to stop acting for you only with good reason and on giving reasonable notice.
- 2.34. If you or we decide that we will stop acting for you, you will pay our fee on an hourly basis and pay disbursements as set out earlier.

- 2.35. If during the course of our work, we identify a need for you to consider entering into an insurance contract, we will explain the circumstances, our recommendations and the costs involved.
- 2.36. Please note that this firm may select an appropriate insurance product from only one or a limited number of insurers, and is not contractually obliged to conduct business in this way. You may request details of the insurance undertakings with which this firm conducts business, and the firm will provide these to you on request.
- 2.37. To enable us to proceed with our work for you, it will be necessary for us to record, keep and process personal data relating to you. Such data may be recorded, kept and processed on computer and in 'hard copy' format. You consent to our recording, processing, using and disclosing personal data. This does not affect your rights as a data subject in accordance with our obligations and responsibilities under the Data Protection Act 1998, as amended.
- 2.38. E-mails and similar electronically-created messages are a popular means of communication. However, they may be vulnerable to data alteration after sending, particularly if computer viruses or other malicious codes corrupt the message content. Whilst we are happy to correspond with you using this method, we do not accept responsibility for data alterations or corruption made to the messages after sending. Whilst we take every reasonable precaution to eradicate computer viruses and malicious codes from our system, it is the responsibility of the recipient of e-mails and similar electronically-created messages to scan the message content (including attachments) for infected content.
- 2.39. There may be circumstances in which it would be imprudent for us to rely on instructions from you or for you to rely on advice from us contained solely in an e-mail or similar electronically-created message without first having received separate confirmation. In particular, we will not accept bank details to pay money to you contained solely in an e-mail.
- 2.40. We may, during the course of acting for you transmit or receive information by e-mail without special encryption. If you do not wish us to use this method, please advise us in writing.
- 2.41. We do not accept responsibility for any errors or difficulties that may arise through the use of e-mail and similar electronically-created messages. All risks (whether personal or commercial in nature) associated with any such errors or difficulties that may arise would be your responsibility. If those risks are not acceptable to you, it is essential that you notify us in writing that you do not wish us to use e-mails or similar electronically-created messages in correspondence with you.
- 2.42. Unless otherwise agreed, and subject to the application of then current hourly rates, this Client Care Guide shall apply to any future instructions given by you to us.
- 2.43. Although your continuing instructions in this matter will amount to acceptance of this Client Care Guide, it will be helpful if you will please sign and return one copy of them for us to retain on our file.
- 2.44. This is an important document which we urge you to keep in a safe place for future reference.

I/We confirm that I/we have read, understood and accept the Terms and Conditions of Business set out in the Client Care Guide above.

Signature:	Signature:
Print Name:	Print Name:
Date:	Date:
Signature:	Signature:
Print Name:	Print Name:
Date:	Date: