

PLEASE COMPLETE THIS LETTER WHERE INDICATED BY A DOTTED LINE AND RETURN ALONG WITH T's & C's, ID, CLIENT INFORMATION AND CHEQUE



Date:

Estimate Ref:

Name(s).....

.....

Correspondence Address

.....

.....

.....

.....

Dear Client(s)

Sale of

Purchase of

We should be pleased to act on your behalf in connection with your proposed sale and purchase of the above mentioned properties.

Please now budget a fee of the amount detailed in the estimate of costs, Reference no: to cover your conveyancing costs (this reference can be found on the top left hand corner of the cost breakdown). This figure is an estimate based on the information you have given us at the present time. We will inform you immediately if this figure is to change.

Attached for your completion signature and return along with this letter are:

- Sellers Property Information Form (SPIF)
- Fixtures, fittings and contents list
- Overriding Interest Questionnaire
- Utility Information form and Structural Alteration Form.
- Client information sheet.
- Terms and Conditions

Please read the notes on the front of the SPIF. These documents will be passed on to your Buyers Solicitors and will form part of the Contract therefore should be as accurate as possible. If any information alters or changes in any way you must notify us immediately.

If the property you are purchasing is Leasehold then a fee may be required by the Leaseholder to acknowledge details of your new charge but this cannot be ascertained until we have made contact with the Leaseholder. (Please note this is a condition of your lease and mortgage.)

Please make a payment on account of £240.00 so we may progress matters and undertake the initial searches. There are many searches which can be undertaken dependant upon the requirements of your mortgage lender; Local, Mining and Environmental, Water, Tin, Brine searches etc. You will almost certainly require a Local, Mining and Environmental search and

71-75 Featherstall Road
Littleborough
Lancashire
OL15 8JZ

Telephone: 0845 094 3358
Facsimile: 01706 376 385
Email: enquiries@ttpl.co.uk

these costs are shown in the quotation you have already received. Please contact this office if you wish to enquire about any of the other searches available.

Please note that to comply with the Money Laundering Regulations we are not permitted to receive a payment by cash (over £250.00), or cheque or a bankers draft from any account other than your own bank account. When paying by bankers draft we will be required to receive a copy of the withdrawal slip demonstrating details of the account from which the draft was obtained.

We are able to offer you the opportunity to safeguard your position relating to abortive legal fees. By paying a fee of £36.00 (£30.00 plus vat) for each transaction you can purchase a guarantee against any legal fees being incurred in the event that the matter does not proceed to completion. If you wish to take out this guarantee please forward your cheque/cash to this office within 7 days of the date of this letter. The cost of disbursements that have been incurred on your behalf must still be paid.

It is a standard requirement of all legal practices to verify identity for their clients. We shall be grateful therefore if you would supply us with two forms of identification from the lists below for each client:

List A (Please supply one document from the list below)	List B (Please supply one document from the list below)
Full UK Passport	Mortgage Statement
Driving Licence	Council Tax Demand
Building Society/Bank Card/Credit Card	Gas/Electric/Phone Bill
Signed Employers ID Card	Copy Electoral Roll
	Bank/Building Society/Credit Card Statement

Attached are our terms and conditions in duplicate which together with this letter comprise our full terms of engagement, please sign and return one copy of the T's & C's and one copy of this letter confirming you accept the same. **Please note we will not progress matters until we receive signed Terms and Conditions together with ID and cheque.**

Once we are in receipt of your signed terms and conditions your file will be activated and you will then receive a weekly update call from this office to advise you on progress.

If you feel at any time that the level of service from our practice has fallen below expectations please provide full details in the first instance in writing to Mrs Anna Murzell at our office address. If you are not satisfied with the outcome of this investigation you may have the matter reviewed by Mr Matthew Montgomery. In the event that the final review fails to provide a satisfactory response please refer to the Legal Ombudsman, PO Box 15870, Birmingham, B30 9EB. The Legal Ombudsman is an independent organisation with official powers to resolve complaints about legal practices.

In all cases please contact the undersigned for any information regarding this transaction.

Yours sincerely

Title Transfer Property Lawyers
enquiries@ttpl.co.uk

PLEASE SIGN AND DATE TO CONFIRM RECEIPT OF THIS LETTER

SIGNATURE(S)

DATE

Fittings and Contents Form (2nd edition)

TA10

Address of the property

Postcode

Full names of the seller

Seller's solicitor

Name of solicitors firm

Title Transfer Property Lawyers

Address

71-75 Featherstall Road
Littleborough
Lancashire
OL15 8JZ

Email

enquiries@ttpl.co.uk

Reference number

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**

This form must be completed accurately by the seller. It may become part of the contract between the seller and the buyer.

The seller should make a clear statement of what is included in the sale of the property by marking each box in this form with a ✓ or a X, as shown below:

Included in the sale of the property	<input checked="" type="checkbox"/>
Not included in the sale of the property	<input type="checkbox"/> X

The seller may be prepared to sell to the buyer an item which is otherwise not included in the sale of the property. In this case, the seller should mark the appropriate box with a X to show the item is not included, followed by the amount that the seller wishes to be paid for the item, as shown below.

Not included, but for sale at an extra cost	<input type="checkbox"/> X{amount}
---	------------------------------------

The buyer can then decide whether to accept the seller's offer. The seller and buyer should inform their solicitors of any arrangements made about items offered for sale in this way.

If the seller removes any fixtures and fittings, the seller must make good any damage caused by their removal.

If the seller removes a light fitting, it is assumed that the seller will replace the fitting with a ceiling rose and socket, a flex, bulb holder and bulb.

The seller is responsible for removing any possessions, including rubbish, from the property, the garage, the garden and any outbuildings or sheds.

The seller and the buyer should check the information given on the form carefully.

1 Basic fittings

Boiler / immersion heater	<input type="text"/>
Radiators / wall heaters	<input type="text"/>
Night-storage heaters	<input type="text"/>
Free-standing heaters	<input type="text"/>
Gas fires (with surround)	<input type="text"/>
Electric fires (with surround)	<input type="text"/>
Light switches	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

Roof insulation	<input type="text"/>
Window fittings	<input type="text"/>
Window shutters / grills	<input type="text"/>
Internal door furniture	<input type="text"/>
External door furniture	<input type="text"/>
Doorbell / chime	<input type="text"/>
Electric sockets	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

2 Television and telephone

Telephone receivers	<input type="text"/>
Radio aerial	<input type="text"/>

Television aerial	<input type="text"/>
Satellite dish	<input type="text"/>

3 Kitchen

Hob	<input type="text"/>
Extractor hood	<input type="text"/>
Fitted oven and grills	<input type="text"/>
Fitted microwave	<input type="text"/>
Tumble-dryer	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

Refrigerator / fridge-freezer	<input type="text"/>
Freezer	<input type="text"/>
Free-standing oven / cooker	<input type="text"/>
Dishwasher	<input type="text"/>
Washing machine	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

4 Bathroom

Bath	<input type="text"/>
Shower fitting for bath	<input type="text"/>
Shower curtain	<input type="text"/>
Bathroom cabinet	<input type="text"/>
Taps	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

Separate shower and fittings	<input type="text"/>
Towel rail	<input type="text"/>
Soap / toothbrush holders	<input type="text"/>
Toilet roll holders	<input type="text"/>
Bathroom mirror	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

5 Carpets, curtains, light fittings and fitted units

	Carpets	Curtain rails poles/pelmets*	Curtains/blinds*	Light fittings	Fitted units**
Hall, stairs and landing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If the seller wishes to further explain the answers to section 5 above, please give details:

* Delete as appropriate.

** Fitted units (for example: fitted cupboards, fitted shelves, and fitted wardrobes).

6 Outdoor area

Garden furniture	<input type="text"/>	Outdoor heater	<input type="text"/>
Garden ornaments	<input type="text"/>	Stock of fuel	<input type="text"/>
Trees, plants, shrubs	<input type="text"/>	Outside lights	<input type="text"/>
Barbecue	<input type="text"/>	Water butt	<input type="text"/>
Dustbins	<input type="text"/>	Clothes line	<input type="text"/>
Garden shed	<input type="text"/>	Rotary line	<input type="text"/>
Greenhouse	<input type="text"/>		<input type="text"/>

Signed: Dated:

Each seller should sign this form.

Property Information Form (2nd edition)

TA6

Address of the property

Postcode

Full names of the seller

Seller's solicitor

Name of solicitors firm

Title Transfer Property Lawyers

Address

71-75 Featherstall Road
Littleborough
Rochdale OL15 8JZ

Email

enquiries@ttpl.co.uk

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.

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.

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.

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. This form can be completed in full, in part or not at all. 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.

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. Some of the questions provide 'Lost' as an answer. If you indicate that some of the documentation is lost 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.

Please also complete *TA10 Fittings and Contents Form*. This may form part of the contract between you and the buyer and must be completed accurately.

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 so that it can be recorded in the contract.

You should carefully check *TA10 Fittings and Contents Form*. This may form part of the contract between you and the seller.

1 Boundaries and boundary features (fences, walls, hedges, ditches or similar)

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

1.2 Has any boundary feature been moved in the last 20 years? If Yes, please give details:

Yes No

1.3 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

1.4 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

2 Disputes and complaints

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

Yes No

2.2 Does the seller know 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: 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 must be provided prior to exchange of contracts. Some works will require notification to the local authority either directly or through a Competent Persons Scheme.

4.1 Has the property been used otherwise than as a private home at any time during the last 10 years? If Yes, please give details:

Yes

No

Not known

4.2 Have any of the following changes been made to the whole or any part of the property (including the garden)? If Yes, in what year were the changes made?

- | | |
|--|--|
| (a) Building works | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/> Year |
| (b) Change of use (e.g. from a shop to a residence) | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/> Year |
| (c) Conversion (e.g. loft or garage conversion) | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/> Year |
| (d) Electrical work since 1 January 2005 | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/> Year |
| (e) Installation of a solar panel | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/> Year |
| (f) Installation of air conditioning | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/> Year |
| (g) Installation of a satellite dish (above the roof line only) | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/> Year |
| (h) Installation of replacement windows, roof windows, roof lights, glazed doors since 1 April 2002 | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/> Year |
| (i) Installation of central heating system or renewable energy heating system, or other water or plumbing system changes, since 1 April 2005 | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/> Year |

4.3 Are any of the works disclosed in 4.2 above unfinished?
If Yes, please give details:

Yes No

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

Yes No

Conservatory

4.5 Does the property include a conservatory? If Yes:

Yes No

(a) In what year was it built?

Year Not known

(b) Does it have building regulations approval? If Yes, please supply a copy.

Yes No
 Not known Enclosed
 To follow Lost

5 Guarantees and warranties

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

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)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow
(b) Damp proofing	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow
(c) Timber treatment	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow
(d) Glazing, roof lights, roof windows or glazed doors	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow
(e) Electrical work	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow
(f) Roofing	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow
(g) Central heating	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow
(h) Underpinning	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow
(i) Other (please state): <input type="text"/>	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

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

Yes No

6 Council tax

Note: 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 may be put into a higher council tax band. For more information, see the Valuation Office website at www.voa.gov.uk

6.1 Which council tax band is the property in?

Band (A–H)

6.2 How much is payable this year?

£

7 Environmental matters

Note: 'Property' includes all buildings and land within its boundaries.

7.1 Has the property suffered from flooding? If Yes, please give details:

Yes

No

Note: Flooding may take a variety of forms: it may be seasonal or irregular or simply a one off occurrence.

7.2 Has a Radon test been carried out on the property? If Yes:

Yes

No

Not known

(a) please supply a copy of the report

Enclosed

To follow

Lost

(b) was the test result below the 'recommended action level'?

Yes

No

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.

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

Yes

No

Not known

Note: Remedial action is advised for properties with a test result above the 'recommended action level'. For more information, see www.hpa.org.uk.

7.4 Please supply a copy of the Energy Performance Certificate (EPC) for the property.

Enclosed

To follow

Already supplied

7.5 For new homes built under building regulations approval obtained under applications dated on or after 1 May 2008, please supply a copy of the Sustainability Certificate or the Nil-rated Certificate as appropriate.

Enclosed

Already supplied

Not applicable

8 Formal and informal arrangements

Note: Formal and informal arrangements may relate to access or shared use, for example.

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

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

Yes No

8.3 Are there any formal or informal arrangements which someone else has over the property? If Yes, please give details:

Yes No

8.4 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

9 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*.

9.1 Does the seller ever have to pay for the use of the property (excluding any payments already stated in this form, such as council tax, utility charges, etc)? If Yes, please give details:

Yes No

10 Occupiers

10.1 Does the seller live at the property?

Yes No

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

Yes No

If No to question 10.2, please continue to section 11 'Transaction information' and do not answer 10.3–10.5 below.

10.3 Please give the full names of any occupiers aged 17 or over:

10.4 Are any of the occupiers, aged 17 or over, tenants or lodgers?

Yes No

10.5 Is the property being sold with vacant possession?
If Yes, have all the occupiers aged 17 or over:

Yes No

(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

11 Transaction information

11.1 Is the sale dependent on the seller buying another property?
If Yes, please give details of the stage that negotiations have reached:

Yes No

11.2 Does the seller have any special requirements about a moving date? If Yes, please give details:

Yes No

11.3 Does the seller expect to use the deposit received on a related purchase?

Yes No

11.4 Does the sale price exceed the amount necessary to repay all charges secured on the property?

Yes No

12 Services

Note: If the seller does not have a certificate requested below this can be obtained from the relevant Competent Persons Scheme. Schemes authorised by the Department for Communities and Local Government are listed on its website www.communities.gov.uk

Electricity

12.1 Has the electrical system been tested and approved?
If Yes, please supply a copy of the test certificate or results.

- Yes No
 Not known
 Enclosed To follow

Central heating

12.2 Is there a central heating system at the property? If Yes:

- Yes No

(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' (or the 'exceptional circumstances' form) and a completed Benchmark Scheme log book.

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?

Year Not known

Drainage and sewerage

12.3 Is the property connected to mains surface water drainage?

- Yes No

12.4 Is sewerage for the property provided by a septic tank or cesspool?

- Yes No

If No to question 12.4, please continue to section 13 'Connection to utilities and services' and do not answer 12.5–12.8 below.

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

Yes No
 Properties sharing

12.6 In what year was the system last emptied?

Year

12.7 In what year was the system installed? If installed since 1 January 1991 please supply copies of the relevant building regulations and Environment Agency consents.

Year Not known
 Enclosed To follow
 Lost

12.8 Is any part of the septic tank or cesspool, or the access to it, outside the boundary of the property? If Yes, please supply a plan showing the location of the septic tank or cesspool and how access is obtained.

- Yes No
 Enclosed To follow

13 Connection to utilities and services

13.1 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	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Provider's name		
<input type="text"/>		
Provider's telephone number		
<input type="text"/>		
Location of meter		
<input type="text"/>		

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

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

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

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

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

Satellite Yes No

Provider's name

Provider's telephone number

Broadband Yes No

Provider's name

Provider's telephone number

Signed: Dated:

Each seller should sign this form.



Overriding Interest Questionnaire – Property

Property Address: _____

The Land Registration Act took effect on the 13th October 2003. It places a strict obligation on your Buyer to notify the Registry after completion of all 'Overriding Interests' which affect the property.

Overriding interests are rights or liabilities in favour of third parties which burden (as opposed to benefit) the property and you as owners but which are not spelt out on the face of your property title documentation.

Accordingly it is necessary to disclose to your Buyer all Overriding Interests of which you are aware or suspect may exist. Failure to disclose such an interest can result in an action for damages against you. Please consider the list below and tick the box relating to any right or liability that may affect your property. Most (if not all) will not apply. If any do apply please give details below in the box provided.

Private Rights of Way	Any other rights or liabilities affecting the Property of which you are aware	
Rights of fishing or shooting	Rights to coal or other minerals	
Drainage Rights	Rights of person in occupation	
Liability to pay Crown Rents	Rights to timer of crops	
Public rights (eg. Public paths crossing your property)	Leases or Tenancy Agreements	
Special rights of support (eg retaining wall on your land supporting adjoining land)	Squatters rights affecting the property	
Water courses (Streams/ditches etc running through your land)	Liability to repair the chancel of any Church	
Liability in respect of embankments sea and river walls	Manorial Rights (eg the Lords rights of sporting, mines and minerals, holding fairs and markets etc)	
Rights of common	Rights of water (eg. Right of someone else to take water from a well or stream on your land)	
Liability to pay corn rent	Franchises	
Customary rights (eg rights to pasture and graze animals on your land)		
Details in respect of any interest ticked;		

If none of the above are applicable, please tick here _____

Signed:

Structural Alterations, Additions or Extensions at the Property

Have you carried out any of the following during your ownership of the property or are you aware of any of the following having been carried out to the property prior to your ownership?

Property Address: _____

		Year Work undertaken	Details
Loft Conversion	Yes/No		
Removal of Internal Wall	Yes/No		
Other Structural Alterations	Yes/No		
New/Replacement Garage	Yes/No		
Conservatory	Yes/No		
Kitchen/Dining Room/Lounge Extension	Yes/No		
Are you aware of any of the above being carried out by a previous owner	Yes/No		
Was the Ground rent collector/Landlords consent obtained	Yes/No		
If yes to any of the above, please supply full details with copies of any plans/drawings and Planning Consents from the Local Authority and Ground Rent Collector/Landlords Consent			

Signed:

Dated:



Title Transfer Property Lawyers Terms and Conditions

Under The Licensed Conveyancer's Rules Of Conduct, Practice and Discipline



1. Fees, Disbursements and other costs

a) You will see that our quotation refers to disbursements. These are payments we expect to make on your behalf during the transaction. There may be significant expenses, such as Stamp Duty, Land Registry fees, Local and other searches; or smaller costs such as bank charges, telephone calls, fax, photocopying or legal stationary. We can seldom foresee at the outset, all the disbursements that will be needed, but we will inform you in writing of any significant additional disbursements when they arise. Our invoice or statement will set out disbursements separately for your convenience.

b) Under the Stamp Duty Land Tax (or SDLT) laws, a property buyer is responsible for completion and submission of a Land Transaction Return and the payment of any SDLT due. We will deal with this work, and any subsequent tax "enquiry" (or investigation); on your behalf as your "tax agent" and a charge will be made for this, which is separate from our normal professional fee.

c) Our fee, or basis of charge, may in certain circumstances change from the fee first estimated. In particular, it may vary if: (a) the value of a transaction or the nature of the work differs from that upon which the estimate was based; or (b) the amount of time, work or skill required to carry out a transaction is significantly more than initially expected; or (c) it needs to be done more quickly than normal. We will inform you about the changes when appropriate, or as soon as practical. If you disagree with the change in fees, you should write promptly to us with your reasons.

d) If for any reason, a transaction does not continue to completion, we will confirm in writing the charges made for work done and disbursements paid out. The charge will reflect the amount of work done and time taken, and will be based either on the notified rate of charge or a proportion (corresponding to how much work was done) of the estimated fee. If the work done is more than originally estimated for, the charge will reflect its nature and complexity and the time it took.

A Conveyancer's fee invoice is intended for payment when you receive it. If not paid after a week, it may attract interest.

We will inform you in writing if we are expected to pay commission due to your introduction to us, or from introducing you to another person with whom you do business, and what that commission will be. In accepting these terms, you give consent for the Conveyancer to pay or retain such commission or benefit.

Title Transfer Property Lawyers is not required to open any special deposit account, or to account to you for any interest that accrues, or ought to accrue, on money received for you on your behalf. In accepting these terms, you agree in writing to this arrangement.

2. Mortgage Lenders

If you need a mortgage, you will have to sign a mortgage deed and possibly other Lenders documents. We will explain these to you and your liabilities under them. However, it is your responsibility to comply with the terms and conditions in your mortgage offer. In particular, you should be aware of how much money may be deducted, withheld or due in penalties or interest on early repayment. If you have difficulty understanding the terms of your mortgage offer, you should ask us or your Mortgage Adviser to explain them. Otherwise, it will be assumed you understand and accept the offer.

All Mortgage Lenders need specific legal work done for them, in either granting or repayment of a mortgage. We will normally carry out this work on their behalf (if they agree this) we will give you a written estimate of the lender's legal fees, if applicable, that you will have to pay.

If your mortgage lender chooses a different firm to deal with its legal work, it is standard practice for the lender to require you to pay that firm's charges. These charges will be separate from ours, and you will be informed of the charges as soon as they are known.

Cleared funds and payment of bills

Transactions can only proceed to completion using cleared funds in our bank prior to completion. You must ensure that any money you need to finance any transaction is paid to us (from an account in your name) so that it can be cleared by the date it is needed. If payment is made by cheque, this will normally mean by noon seven working days (that is, excluding Saturdays and Sundays, Bank Holidays and statutory holidays) before the cleared funds are required. If clearance is delayed because you make the payment later than agreed, or by inappropriate means, we will not be liable for any further delay or loss that arises from this, for as long as your funds remain uncleared.

(a) It is standard legal practice for the fees and disbursements due to be paid and cleared before the date of completion. If your conveyancer holds funds belonging to you, they will deduct payment of their bill after sending you a financial statement. You agree to this practice by accepting these terms. If the conveyancer does not hold your money, or not enough of it to pay their bill, then you should provide the required sum by cleared funds before the date of completion.

(b) If you delay by seven days or more, paying your conveyancer the sum shown on the statement as due from you, then daily interest may be charged. This will be at the rate of 2% per calendar month or part month (compounded monthly); from the date of the financial statement until the date your conveyancer receives the outstanding sum as cleared funds.

3. Time needed for legal completion

If you are purchasing with a mortgage, your conveyancer will normally tell you to allow at least ten working days between exchange of contracts and legal completion. This is the shortest time it takes without special arrangements to deal with all the pre-completion searches and formalities (which include obtaining cleared funds from the mortgage lender and if necessary from you) and to make sure that all parties are fully protected at completion. Your Lender will require us to hold all necessary stamp duty land tax and land registry fees as cleared funds by the proposed completion date, or to delay completion until they are held.

4. Check by certification body

From time to time our practice management system will be checked by the certification body to ensure the practice confirms to the standard, by inspecting a random sample of clients files. This process is essential and is strictly confidential. However, you may instruct us in writing to exclude your file from it.

5. Ceasing to act

Rarely, a problem may arise or a breakdown in the relationship of trust and mutual respect that needs to exist between a lawyer and a client. In these circumstances Title Transfer Property Lawyers cannot reasonably obtain instructions. Then, on giving the client reasonable notice and an explanation Title Transfer Property Lawyers can act no further for the client and can ask the client to appoint another lawyer. If Title Transfer Property Lawyers ceases to act in these circumstances, term 1(d) applies.

6. Mortgage Advice

We do not provide these services but may be able to introduce a client to an Independent Financial Adviser.

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we cannot resolve the issue, we will recommend someone to assist.

7. Non-legal advice

A Conveyancer is a specialist property lawyer, qualified to advise you on conveyancing law. You should consult appropriately qualified professionals for advice on non-legal matters, such as the physical



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condition of a property and its connected services, or its market value, or on investment and financial matters.

Before exchanging contracts to buy or lease premises, you should have a structural survey (or an appropriate type) by a qualified surveyor, and obtain any further information recommended by the survey report. It is not part of a conveyancer's work to consider or comment on any non-legal aspects of survey or valuation reports.

8. Your Help

To help the transaction go smoothly and to avoid causing additional work for your conveyancer (and hence additional time and cost) you agree:

- a) To provide your conveyancer with full and correct personal details (especially your correct full name) from the start of the transaction;
- b) To inform your conveyancer in writing of your requirements and of any specific change, however caused, in them;
- c) To respond promptly in writing to any request for instructions from you
 - d) To your conveyancer communicating with you or third parties by whatever method (including email) your conveyancer may prefer;
- e) To authorise your conveyancer to incur the costs and search fees (include repeat searches) which, in his or her professional judgement, are necessary to protect your interest or that of your mortgage lender;
- f) To authorise disclosure of your information and instructions to your intended mortgage lender if that lender also uses your conveyancer;
- g) To provide proof of your identity and the course of your finance and any other proof required by The Money Laundering Regulations 2003 ("MLR");
- h) That any money due to you will be paid as a single cheque in your favour. Any alternative arrangement must comply with the MLR and should be requested in writing and signed by you (if more than one client, by all of you), and may involve additional work and hence cost;
- i) To the records of your transaction being destroyed after six years from the completion date, without further reference to you;
- j) to reduce the seven day cooling-off period under The Consumer Protection (Distance Selling) Regulations 2000, as amended, so that it ends when the conveyancer begins to act, and to waive the thirty day limit for provision of the conveyancer's services, as both are inappropriate;
- k) Not to contact your conveyancer to request progress reports more frequently than is reasonable or necessary; and
- l) Generally to co-operate with your conveyancer and to recognise that failure to comply with these terms will cause additional work and cost.

9. Estate Agents

- a) If you are selling a property and have an agreement with an Estate Agent or similar for payment of their fees then we shall ask them for their invoice and pay the same from the proceeds of sale.
- b) If you have an agreement with an Estate Agent regarding payment for provision of a Home Information Pack, then we shall ask them for their invoice and pay the same from the proceeds of sale.

10. Limited Companies

When accepting instructions to act on behalf of a Limited Company, we may require a Director and/or controlling Shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such request is refused we are entitled to stop acting and to require immediate payment of our charges on an hourly basis with expenses as set out in our quote.

11. Indemnity and Disclosure Requirements

We are entitled to refuse to act for you if you do not provide us with the appropriate proof of identity. Conveyancer's are not allowed to disclose information about their client without their client's authority. By signing this form you are giving your authority for us to disclose information about your case to other parties involved (i.e. Agents, Brokers other Lawyers).

12. Communication between us

We will aim to communicate with you by your preferred method. When appropriate we will communicate with all parties concerned by email or

fax but we cannot be responsible for the security of correspondence whether sent by email, fax, post public and private.

Use and Disclosure of your Personal Information Under the Data Protection Act 1998, you are entitled to a copy of your personal information held by us on payment of a fee.

We will hold and process your personal information by computer or otherwise.

We may use your personal information and disclose it:-

- To our insurers, sub-contractors and persons acting as our Agents.
- To our suppliers, to the extent that they need your personal information to provide their products and services to you.
- To other third parties, for the purpose of providing information about their products and services which we think may be of benefit or interest to you. If you do not wish us to do so please tick here []
- With your consent.
- If we are required or permitted to by law.

The Data Protection Act requires us to advise you that your personal information is held on our database. We may from time to time use your personal information to send you information that we think may be of benefit to you.

13. Consumer Protection

As the contract for our services may have been made other than in person i.e. by telephone, fax or email the Consumer Protection (Distance Selling) Regulations 2000 may apply.

These Regulations oblige us to give certain information much of which is noted above. Additionally please note:

- The estimate for our charges for the legal services is valid for the next 60 days.
- The period of time for concluding these sorts of legal services may exceed 30 days.
- You have the right to cancel this contract for our services. To do so you must give us written notice within seven working days starting from the day after you received these Terms & Conditions. If you wish us to commence work before the expiry of the cancellation period you must let us know. You will then lose the right to cancellation.

14. Proof of Identity

We must by law obtain satisfactory evidence of your identity and address. Please help us to do so by giving us the information and documentation we as for. We are unable to proceed with your transaction and will not be able to exchange contracts until this has been provided.

15. Confidentiality

As lawyers, we are under a general professional and legal obligation to keep your affairs private. However, we are required, by current legislation, to make a report to the Serious Organised Crime Agency (SOCA) where we know or suspect that a transaction involves Money Laundering or Terrorist Financing. By instructing us to act on your behalf in accordance with these terms of engagement you give us irrevocable authority to make a disclosure to SOCA if we consider it appropriate. You agree that this authority overrides any confidentiality or entitlement to legal professional privilege. We shall be unable to tell you if we have made a report.

I hereby confirm my acceptance of the Terms and Conditions above.

Signed.....

Signed.....

Dated:

REF:.....

Client Information Form in respect of sale of _____
 and purchase of _____

<p>Clients Full Names (including any middle names) and present address. This will be used for insertion into the contract.</p>	
<p>Please supply a daytime contact number and/or email address.</p>	
<p>Please confirm your Date of Birth.</p>	
<p>Please confirm your National Insurance Number.</p>	
<p>Please confirm the sale and purchase prices.</p>	
<p>Sale If you have a mortgage on the property please confirm: Bank/Building Society Name, Address and Account Number.</p>	
<p>Do you have a 2nd Charge or further borrowing? If so please provide relevant details.</p>	
<p>Please supply last ground rent receipt. (If you do not have one please contact the rent collector to obtain this as it will be required prior to completion).</p>	
<p>If the property has central heating please confirm the type (combi or other), when installed, when last serviced and confirm the same is in good working order. If you have a service agreement please supply a copy.</p>	
<p>If there is a garage at the property please confirm when this was erected and confirm it is within the boundaries of your property. If rented please supply details of Landlord and rent etc.</p>	
<p>Please supply last water rate account.</p>	
<p>Have you ever been requested to contribute towards the boundary fences or party walls which are shared with your neighbours? If so please advise.</p>	
<p>Please confirm the address in which you are moving to on completion.</p>	

Do you share a driveway or passageway with your neighbours?	
Is there a cellar at the property?	

IF YOU ARE HOLDING ANY DEEDS/DOCUMENTS AT HOME PLEASE SUPPLY THE SAME TO US TO ENABLE US TO PREPARE A CONTRACT

Purchase Will you be taking out a Mortgage? If so, please let us have the name and address of the Mortgagee and confirm the amount you require to borrow.	
Please confirm whether you are obtaining a survey report on the property and if so, please let us have a copy of the same.	
If you have bought the property through an estate agents, please let us have a copy of the Sales Particulars.	
Is there a Home Information Pack for the property? please provide details of it's whereabouts	

Please return 2 forms of Identification for each party to the sale and purchase. Examples are on the list below.

List A (Please supply one document from the list below)	List B (Please supply one document from the list below)
Full UK Passport	Mortgage Statement
Driving Licence	Council Tax Demand
Building Society/Bank Card/Credit Card	Gas/Electric/Phone Bill
Signed Employers ID Card	Copy Electoral Roll
Fire Arms Certificate	Bank/Building Society/Credit Card Statement

Please make a payment on account of £240.00 so we may progress matters and undertake the initial searches. There are many searches which can be undertaken dependant upon the requirements of your mortgage lender; Local, Mining and Environmental, Water, Tin, Brine searches etc. If you are purchasing a property for which a Home Information Pack has been prepared and the Local Search is no longer valid, we will be required to obtain one on your behalf at an additional cost. If Mining and/or Environmental Searches are required, these will be obtained at additional costs. We will advise you on this cost prior to undertaking any searches. Please contact this office if you wish to enquire about any of the other searches available.