

For conveyancer's use only

Buyer's conveyancer:
Seller's conveyancer:
Law Society Formula: [A / B / C / Personal exchange]

CONTRACT

Incorporating the Standard Conditions of Sale (Fifth Edition)

Date :

Seller : David Anthony Smith & Helen Clare Smith of Ashbed Cottage
Stoke Prior LEOMINISTER HR6 0LH

Buyer :

Property (freehold/leasehold) : All that freehold land at Hopton Cottage Stoke Prior
Leominster HR6 0LG

Title number /root of title : HE47016

Specified incumbrances : The entries on the Property and Charges Register other
than financial charges

Title guarantee (full/limited) : Full

Completion date :

Contract rate : Four per cent (4%) over National Westminster Bank PLC Base
rate for the time being

Purchase price :

Deposit :

Contents price (if separate) :

Balance :

The seller will sell and the buyer will buy the property for the purchase price.

WARNING

This is a formal document,
designed to create legal
rights and legal obligations.
Take advice before using it.

Signed

Seller/Buyer

STANDARD CONDITIONS OF SALE (FIFTH EDITION)

(NATIONAL CONDITIONS OF SALE 25TH EDITION, LAW SOCIETY'S CONDITIONS OF SALE 2011)

- 1. GENERAL**
- 1.1 Definitions**
- 1.1.1** In these conditions:
- (a) 'accrued interest' means:
- (i) if money has been placed on deposit or in a building society share account, the interest actually earned
- (ii) otherwise, the interest which might reasonably have been earned by depositing the money at interest on seven days' notice of withdrawal with a clearing bank less, in either case, any proper charges for handling the money
- (b) 'clearing bank' means a bank which is a shareholder in CHAPS Clearing Co. Limited
- (c) 'completion date' has the meaning given in condition 5.1.1
- (d) 'contents price' means any separate amount payable for contents included in the contract
- (e) 'contract rate' means the Law Society's Interest rate from time to time in force
- (f) 'conveyancer' means a solicitor, barrister, duly certified notary public, licensed conveyancer or recognised body under sections 9 or 23 of the Administration of Justice Act 1985
- (g) 'lease' includes sub-lease, tenancy and agreement for a lease or sub-lease
- (h) 'mortgage' means a mortgage or charge securing the repayment of money
- (i) 'notice to complete' means a notice requiring completion of the contract in accordance with condition 6
- (j) 'public requirement' means any notice, order or proposal given or made (whether before or after the date of the contract) by a body acting on statutory authority
- (k) 'requisition' includes objection
- (l) 'transfer' includes conveyance and assignment
- (m) 'working day' means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.
- 1.1.2** In these conditions the terms 'absolute title' and 'official copies' have the special meanings given to them by the Land Registration Act 2002.
- 1.1.3** A party is ready, able and willing to complete:
- (a) if he could be, but for the default of the other party, and
- (b) in the case of the seller, even though the property remains subject to a mortgage, if the amount to be paid on completion enables the property to be transferred freed of all mortgages (except any to which the sale is expressly subject).
- 1.1.4** These conditions apply except as varied or excluded by the contract.
- 1.2 Joint parties**
- If there is more than one seller or more than one buyer, the obligations which they undertake can be enforced against them all jointly or against each individually.
- 1.3 Notices and documents**
- 1.3.1** A notice required or authorised by the contract must be in writing.
- 1.3.2** Giving a notice or delivering a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 1.3.3** Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent:
- (a) by fax, or
- (b) by e-mail to an e-mail address for the intended recipient given in the contract.
- 1.3.4** Subject to conditions 1.3.5 to 1.3.7, a notice is given and a document is delivered when it is received.
- 1.3.5** (a) A notice or document sent through a document exchange is received when it is available for collection.
- (b) A notice or document which is received after 4.00pm on a working day, or on a day which is not a working day, is to be treated as having been received on the next working day.
- (c) An automated response to a notice or document sent by e-mail that the intended recipient is out of the office is to be treated as proof that the notice or document was not received.
- 1.3.6** Condition 1.3.7 applies unless there is proof:
- (a) that a notice or document has not been received, or
- (b) of when it was received.
- 1.3.7** A notice or document sent by the following means is treated as having been received as follows:
- | | |
|----------------------------------|--|
| (e) by first-class post: | before 4.00pm on the second working day after posting |
| (f) by second-class post: | before 4.00pm on the third working day after posting |
| (g) through a document exchange: | before 4.00pm on the first working day after the day on which it would normally be available for collection by the addressee |
| (d) by fax: | one hour after despatch |
| (e) by e-mail: | before 4.00pm on the first working day after despatch. |
- 1.4 VAT**
- 1.4.1** The purchase price and the contents price are inclusive of any value added tax.
- 1.4.2** All other sums made payable by the contract are exclusive of any value added tax and where a supply is made which is chargeable to value added tax, the recipient of the supply is to pay the supplier (in addition to any other amounts payable under the contract) a sum equal to the value added tax chargeable on that supply.
- 1.5 Assignment and sub-sales**
- 1.5.1** The buyer is not entitled to transfer the benefit of the contract.
- 1.5.2** The seller cannot be required to transfer the property in parts or to any person other than the buyer.
- 1.6 Third party rights**
- Unless otherwise expressly stated nothing in this contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the contract.
- 2. FORMATION**
- 2.1 Date**
- 2.1.1** If the parties intend to make a contract by exchanging duplicate copies by post or through a document exchange, the contract is made when the last copy is posted or deposited at the document exchange.
- 2.1.2** If the parties' conveyancers agree to treat exchange as taking place before duplicate copies are actually exchanged, the contract is made as so agreed.
- 2.2 Deposit**
- 2.2.1** The buyer is to pay or send a deposit of 10 per cent of the purchase price no later than the date of the contract.
- 2.2.2** If a cheque tendered in payment of all or part of the deposit is dishonoured when first presented, the seller may, within seven working days of being notified that the cheque has been dishonoured, give notice to the buyer that the contract is discharged by the buyer's breach.
- 2.2.3** Conditions 2.2.4 to 2.2.6 do not apply on a sale by auction.
- 2.2.4** The deposit is to be paid:
- (a) by electronic means from an account held in the name of a conveyancer at a clearing bank to an account in the name of the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him and maintained at a clearing bank, or
- (b) to the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him by cheque drawn on a solicitor's or licensed conveyancer's client account.
- 2.2.5** If before completion date the seller agrees to buy another property in England and Wales for his residence, he may use all or any part of the deposit as a deposit in that transaction to be held on terms to the same effect as this condition and condition 2.2.6.
- 2.2.6** Any deposit or part of a deposit not being used in accordance with condition 2.2.5 is to be held by the seller's conveyancer as stakeholder on terms that on completion it is paid to the seller with accrued interest.
- 2.3 Auctions**
- 2.3.1** On a sale by auction the following conditions apply to the property and, if it is sold in lots, to each lot.
- 2.3.2** The sale is subject to a reserve price.
- 2.3.3** The seller, or a person on his behalf, may bid up to the reserve price.
- 2.3.4** The auctioneer may refuse any bid.
- 2.3.5** If there is a dispute about a bid, the auctioneer may resolve the dispute or restart the auction at the last undisputed bid.
- 2.3.6** The deposit is to be paid to the auctioneer as agent for the seller.
- 3. MATTERS AFFECTING THE PROPERTY**
- 3.1 Freedom from incumbrances**
- 3.1.1** The seller is selling the property free from incumbrances, other than those mentioned in condition 3.1.2.
- 3.1.2** The incumbrances subject to which the property is sold are:
- (a) those specified in the contract
- (b) those discoverable by inspection of the property before the date of the contract
- (c) those the seller does not and could not reasonably know about
- (d) those, other than mortgages, which the buyer knows about
- (e) entries made before the date of the contract in any public register except those maintained by the Land Registry or its Land Charges Department or by Companies House
- (f) public requirements.
- 3.1.3** After the contract is made, the seller is to give the buyer written details without delay of any new public requirement and of anything in writing which he learns about concerning a matter covered by condition 3.1.2.
- 3.1.4** The buyer is to bear the cost of complying with any outstanding public requirement and is to indemnify the seller against any liability resulting from a public requirement.
- 3.2 Physical state**
- 3.2.1** The buyer accepts the property in the physical state it is in at the date of the contract unless the seller is building or converting it.
- 3.2.2** A leasehold property is sold subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the lease liable to forfeiture.
- 3.2.3** A sub-lease is granted subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the seller's own lease liable to forfeiture.
- 3.3 Leases affecting the property**
- 3.3.1** The following provisions apply if any part of the property is sold subject to a lease.
- 3.3.2** (a) The seller having provided the buyer with full details of each lease or copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.
- (b) The seller is to inform the buyer without delay if the lease ends or if the seller learns of any application by the tenant in connection with the lease; the seller is then to act as the buyer reasonably directs, and the buyer is to indemnify him against all consequent loss and expense.
- (c) Except with the buyer's consent, the seller is not to agree to any proposal to change the lease terms nor to take any step to end the lease.
- (d) The seller is to inform the buyer without delay of any change to the lease terms which may be proposed or agreed.
- (e) The buyer is to indemnify the seller against all claims arising from the lease after actual completion; this includes claims which are unenforceable against a buyer for want of registration.
- (f) The seller takes no responsibility for what rent is lawfully recoverable, nor for whether or how any legislation affects the lease.
- (g) If the let land is not wholly within the property, the seller may apportion the rent.
- 4. TITLE AND TRANSFER**
- 4.1 Proof of title**
- 4.1.1** Without cost to the buyer, the seller is to provide the buyer with proof of the title to the property and of his ability to transfer it, or to procure its transfer.
- 4.1.2** Where the property has a registered title the proof is to include official copies of the items referred to in rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003, so far as they are not to be discharged or overidden at or before completion.
- 4.1.3** Where the property has an unregistered title, the proof is to include:
- (a) an abstract of title or an epitome of the title with photocopies of the documents, and
- (b) production of every document or an abstract, epitome or copy of it with an original marking by a conveyancer either against the original or an examined abstract or an examined copy.
- 4.2 Requisitions**
- 4.2.1** The buyer may not raise requisitions:
- (a) on any title shown by the seller before the contract was made
- (b) in relation to the matters covered by condition 3.1.2.
- 4.2.2** Notwithstanding condition 4.2.1, the buyer may, within six working days of a matter coming to his attention after the contract was made, raise written requisitions on that matter. In that event, steps 3 and 4 in condition 4.3.1 apply.
- 4.2.3** On the expiry of the relevant time limit under condition 4.2.2 or condition 4.3.1, the buyer loses his right to raise requisitions or to make observations.
- 4.3 Timetable**
- 4.3.1** Subject to condition 4.2 and to the extent that the seller did not take the steps described in condition 4.1.1 before the contract was made, the following are the steps for reducing and investigating the title to the property to be taken within the following time limits:
- | Step | Time Limit |
|--|---|
| 1. The seller is to comply with condition 4.1.1 | Immediately after making the contract |
| 2. The buyer may raise written requisitions | Six working days after either the date of the contract or the date of delivery of the seller's evidence of title on which the requisitions are raised, whichever is the later |
| 3. The seller is to reply in writing to any requisitions raised | Four working days after receiving the requisitions |
| 4. The buyer may make written observations on the seller's replies | Three working days after receiving the replies |
- The time limit on the buyer's right to raise requisitions applies even where the seller supplies incomplete evidence of his title, but the buyer may, within six working days of delivery of any further evidence, raise further requisitions resulting from that evidence.
- 4.3.2** The parties are to take the following steps to prepare and agree the transfer of the property within the following time limits:
- | Step | Time Limit |
|---|--|
| A. The buyer is to send the seller a draft transfer | At least twelve working days before completion date |
| B. The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer | Four working days after delivery of the draft transfer |
| C. If the draft is returned to the buyer to send an engrossment to the seller | At least five working days before completion date |
- 4.3.3** Periods of time under conditions 4.3.1 and 4.3.2 may run concurrently.
- 4.3.4** If the period between the date of the contract and completion date is less than 15 working days, the time limits in conditions 4.2.2, 4.3.1 and 4.3.2 are to be reduced by the same proportion as that period bears to the period of 15 working days. Fractions of a working day are to be rounded down except that the time limit to perform any step is not to be less than one working day.
- 4.4 Defining the property**
- The seller need not:
- (a) prove the exact boundaries of the property
- (b) prove who owns fences, ditches, hedges or walls
- (c) separately identify parts of the property with different titles further than he may be able to do from information in his possession.
- 4.5 Rents and rentcharges**
- The fact that a rent or rentcharge, whether payable or receivable by the owner of the property, has been, or will on completion be, informally apportioned is not to be regarded as a defect in title.
- 4.6 Transfer**
- 4.6.1** The buyer does not prejudice his right to raise requisitions, or to require replies to any raised, by taking any steps in relation to preparing or agreeing the transfer.
- 4.6.2** Subject to condition 4.6.3, the seller is to transfer the property with full title guarantee.
- 4.6.3** The transfer is to have effect as if the disposition is expressly made subject to all matters covered by condition 3.1.2 and, if the property is leasehold, is to contain a statement that the covenants set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to any breach of the tenant's covenants in the lease relating to the physical state of the property.

- 4.6.4 If after completion the seller will remain bound by any obligation affecting the property which was disclosed to the buyer before the contract was made, but the law does not imply any covenant by the buyer to indemnify the seller against liability for future breaches of it:
- the buyer is to covenant in the transfer to indemnify the seller against liability for any future breach of the obligation and to perform it from then on, and
 - if required by the seller, the buyer is to execute and deliver to the seller on completion a duplicate transfer prepared by the buyer.
- 4.6.5 The seller is to arrange at his expense that, in relation to every document of title which the buyer does not receive on completion, the buyer is to have the benefit of:
- a written acknowledgement of his right to its production, and
 - a written undertaking for its safe custody (except while it is held by a mortgagee or by someone in a fiduciary capacity).
- 4.7 **Membership of company**
Where the seller is, or is required to be, a member of a company that has an interest in the property or has management responsibilities for the property or the surrounding areas, the seller is, without cost to the buyer, to provide such documents on completion as will enable the buyer to become a member of that company.
5. **RISK, INSURANCE AND OCCUPATION PENDING COMPLETION**
- 5.1.1 The property is at the risk of the buyer from the date of the contract.
- 5.1.2 The seller is under no obligation to the buyer to insure the property unless:
- the contract provides that a policy effected by or for the seller and insuring the property or any part of it against liability for loss or damage is to continue in force, or
 - the property or any part of it is let on terms under which the seller (whether as landlord or as tenant) is obliged to insure against loss or damage.
- 5.1.3 If the seller is obliged to insure the property under condition 5.1.2, the seller is to:
- do everything necessary to maintain the policy
 - permit the buyer to inspect the policy or evidence of its terms
 - if before completion the property suffers loss or damage:
 - pay to the buyer on completion the amount of the policy monies which the seller has received, so far as not applied in repairing or reinstating the property, and
 - if no final payment has then been received, assign to the buyer, at the buyer's expense, all rights to claim under the policy in such form as the buyer reasonably requires and pending execution of the assignment hold any policy monies received in trust for the buyer
 - cancel the policy on completion.
- 5.1.4 Where the property is leasehold and the property, or any building containing it, is insured by a reversioner or other third party, the seller is to use reasonable efforts to ensure that the insurance is maintained until completion and if, before completion, the property or building suffers loss or damage the seller is to assign to the buyer on completion, at the buyer's expense, such rights as the seller may have in the policy monies, in such form as the buyer reasonably requires.
- 5.1.5 If payment under a policy effected by or for the buyer is reduced, because the property is covered against loss or damage by an insurance policy effected by or on behalf of the seller, then, unless the seller is obliged to insure the property under condition 5.1.2, the purchase price is to be abated by the amount of that reduction.
- 5.1.6 Section 47 of the Law of Property Act 1925 does not apply.
- 5.2 **Occupation by buyer**
- 5.2.1 If the buyer is not already lawfully in the property, and the seller agrees to let him into occupation, the buyer occupies on the following terms.
- 5.2.2 The buyer is a licensee and not a tenant. The terms of the licence are that the buyer:
- cannot transfer it
 - may permit members of his household to occupy the property
 - is to pay or indemnify the seller against all outgoings and other expenses in respect of the property
 - is to pay the seller a fee calculated at the contract rate on a sum equal to the purchase price (less any deposit paid) for the period of the licence
 - is entitled to any rents and profits from any part of the property which he does not occupy
 - is to keep the property in as good a state of repair as it was in when he went into occupation (except for fair wear and tear) and is not to alter it
 - if the property is leasehold, is not to do anything which puts the seller in breach of his obligations in the lease, and
 - is to quit the property when the licence ends.
- 5.2.3 The buyer is not in occupation for the purposes of this condition if he merely exercises rights of access given solely to do work agreed by the seller.
- 5.2.4 The buyer's licence ends on the earliest of: completion date, rescission of the contract or when five working days' notice given by one party to the other takes effect.
- 5.2.5 If the buyer is in occupation of the property after his licence has come to an end and the contract is subsequently completed he is to pay the seller compensation for his continued occupation calculated at the same rate as the fee mentioned in condition 5.2.2(c).
- 5.2.6 The buyer's right to raise requisitions is unaffected.
6. **COMPLETION**
- 6.1 **Date**
- 6.1.1 Completion date is twenty working days after the date of the contract but time is not of the essence of the contract unless a notice to complete has been served.
- 6.1.2 If the money due on completion is received after 2.00pm, completion is to be treated, for the purposes only of conditions 6.3 and 7.2, as taking place on the next working day as a result of the buyer's default.
- 6.1.3 Condition 6.1.2 does not apply and the seller is treated as in default if:
- the sale is with vacant possession of the property or any part of it, and
 - the buyer is ready, able and willing to complete but does not pay the money due on completion until after 2.00 pm because the seller has not vacated the property or that part by that time.
- 6.2 **Arrangements and places**
- 6.2.1 The buyer's conveyancer and the seller's conveyancer are to co-operate in agreeing arrangements for completing the contract.
- 6.2.2 Completion is to take place in England and Wales, either at the seller's conveyancer's office or at some other place which the seller reasonably specifies.
- 6.3 **Apportionments**
- 6.3.1 On evidence of proper payment being made, income and outgoings of the property are to be apportioned between the parties so far as the change of ownership on completion will affect entitlement to receive or liability to pay them.
- 6.3.2 If the whole property is sold with vacant possession or the seller exercises his option in condition 7.2.4, apportionment is to be made with effect from the date of actual completion; otherwise, it is to be made from completion date.
- 6.3.3 In apportioning any sum, it is to be assumed that the seller owns the property until the end of the day from which apportionment is made and that the sum accrues from day to day at the rate at which it is payable on that day.
- 6.3.4 For the purpose of apportioning income and outgoings, it is to be assumed that they accrue at an equal daily rate throughout the year.
- 6.3.5 When a sum to be apportioned is not known or easily ascertainable at completion, a provisional apportionment is to be made according to the best estimate available. As soon as the amount is known, a final apportionment is to be made and notified to the other party. Any resulting balance is to be paid no more than ten working days later, and if not then paid the balance is to bear interest at the contract rate from then until payment.
- 6.3.6 Compensation payable under condition 5.2.5 is not to be apportioned.
- 6.4 **Amount payable**
The amount payable by the buyer on completion is the purchase price and the contents price (less any deposit already paid to the seller or his agent) adjusted to take account of:
- apportionments made under condition 6.3
 - any compensation to be paid or allowed under condition 7.2
 - any sum payable under condition 5.1.3.
- 6.6 **Title deeds**
- 6.6.1 As soon as the buyer has complied with all his obligations under this contract on completion the seller must hand over the documents of title.
- 6.6.2 Condition 6.5.1 does not apply to any documents of title relating to land being retained by the seller after completion.
- 6.8 **Rent receipts**
The buyer is to assume that whoever gave any receipt for a payment of rent or service charge which the seller produces was the person or the agent of the person then entitled to that rent or service charge.

- 6.7 **Means of payment**
The buyer is to pay the money due on completion by a direct transfer of cleared funds from an account held in the name of a conveyancer at a clearing bank and, if appropriate, an unconditional release of a deposit held by a stakeholder.
- 6.8 **Notice to complete**
- 6.8.1 At any time after the time applicable under condition 6.1.2 on completion date, a party who is ready, able and willing to complete may give the other a notice to complete.
- 6.8.2 The parties are to complete the contract within ten working days of giving a notice to complete, excluding the day on which the notice is given. For this purpose, time is of the essence of the contract.
- 6.8.3 On receipt of a notice to complete:
- if the buyer paid no deposit, he is forthwith to pay a deposit of 10 per cent
 - if the buyer paid a deposit of less than 10 per cent, he is forthwith to pay a further deposit equal to the balance of that 10 per cent.
7. **REMEDIES**
- 7.1 **Errors and omissions**
- 7.1.1 If any plan or statement in the contract, or in the negotiations leading to it, is or was misleading or inaccurate due to an error or omission by the seller, the remedies available to the buyer are as follows:
- When there is a material difference between the description or value of the property, or of any of the contents included in the contract, as represented and as it is, the buyer is entitled to damages.
 - An error or omission only entitles the buyer to rescind the contract:
 - where it results from fraud or recklessness, or
 - where he would be obliged, to his prejudice, to accept property differing substantially (in quantity, quality or tenure) from what the error or omission had led him to expect.
- 7.1.2 If either party rescinds the contract:
- unless the rescission is a result of the buyer's breach of contract the deposit is to be repaid to the buyer with accrued interest
 - the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
- 7.2 **Late completion**
- 7.2.1 If there is default by either or both of the parties in performing their obligations under the contract and completion is delayed, the party whose total period of default is the greater is to pay compensation to the other party.
- 7.2.2 Compensation is calculated at the contract rate on an amount equal to the purchase price, less (where the buyer is the paying party) any deposit paid, for the period by which the paying party's default exceeds that of the receiving party, or, if shorter, the period between completion date and actual completion.
- 7.2.3 Any claim for loss resulting from delayed completion is to be reduced by any compensation paid under this contract.
- 7.2.4 Where the buyer holds the property as tenant of the seller and completion is delayed, the seller may give notice to the buyer, before the date of actual completion, that he intends to take the net income from the property until completion. If he does so, he cannot claim compensation under condition 7.2.1 as well.
- 7.3 **After completion**
Completion does not cancel liability to perform any outstanding obligation under this contract.
- 7.4 **Buyer's failure to comply with notice to complete**
- 7.4.1 If the buyer fails to complete in accordance with a notice to complete, the following terms apply.
- 7.4.2 The seller may rescind the contract, and if he does so:
- he may:
 - forfeit and keep any deposit and accrued interest
 - resell the property and any contents included in the contract
 - claim damages
 - the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
- 7.4.3 The seller retains his other rights and remedies.
- 7.5 **Seller's failure to comply with notice to complete**
- 7.5.1 If the seller fails to complete in accordance with a notice to complete, the following terms apply.
- 7.5.2 The buyer may rescind the contract, and if he does so:
- the deposit is to be repaid to the buyer with accrued interest
 - the buyer is to return any documents he received from the seller and is, at the seller's expense, to cancel any registration of the contract.
- 7.5.3 The buyer retains his other rights and remedies.
8. **LEASEHOLD PROPERTY**
- 8.1 **Existing leases**
- 8.1.1 The following provisions apply to a sale of leasehold land.
- 8.1.2 The seller having provided the buyer with copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.
- 8.2 **New leases**
- 8.2.1 The following provisions apply to a contract to grant a new lease.
- 8.2.2 The conditions apply so that:
- 'seller' means the proposed landlord
 - 'buyer' means the proposed tenant
 - 'purchase price' means the premium to be paid on the grant of a lease.
- 8.2.3 The lease is to be in the form of the draft attached to the contract.
- 8.2.4 If the term of the new lease will exceed seven years, the seller is to deduce a title which will enable the buyer to register the lease at the Land Registry with an absolute title.
- 8.2.5 The seller is to engrave the lease and a counterpart of it and is to send the counterpart to the buyer at least five working days before completion date.
- 8.2.6 The buyer is to execute the counterpart and deliver it to the seller on completion.
- 8.3 **Consent**
- 8.3.1 (a) The following provisions apply if a consent to let, assign or sub-let is required to complete the contract.
- (b) In this condition 'consent' means consent in the form which satisfies the requirement to obtain it.
- 8.3.2 (a) The seller is to apply for the consent at his expense, and to use all reasonable efforts to obtain it.
- (b) The buyer is to provide all information and references reasonably required.
- 8.3.3 Unless he is in breach of his obligation under condition 8.3.2, either party may rescind the contract by notice to the other party if three working days before completion date (or before a later date on which the parties have agreed to complete the contract):
- the consent has not been given, or
 - the consent has been given subject to a condition to which a party reasonably objects. In that case, neither party is to be treated as in breach of contract and condition 7.1.2 applies.
9. **CONTENTS**
- 9.1 The following provisions apply to any contents which are included in the contract, whether or not a separate price is to be paid for them.
- 9.2 The contract takes effect as a contract for sale of goods.
- 9.3 The buyer takes the contents in the physical state they are in at the date of the contract.
- 9.4 Ownership of the contents passes to the buyer on actual completion.

Registering Authority:

THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCILLAND CHARGE DEPARTMENT
TOWN HALL
ST OWEN STREET
HEREFORD
HR1 2PJ**Register of local land
charges****Requisition for search
and official certificate
of search**

An official search has been requested in the register of local land charges kept by the above-named registering authority for subsisting registrations against the land [defined in the attached plan(s) and] described below:

Description of the land

Properties as known by the Local Authority included in the search:

**LAND AT HOPTON COTTAGE STOKE PRIOR
LEOMINSTER HR6 0LG****GOTELEE & GOLDSMITH (SEARCHFLOW)
DX: 3220
IPSWICH**

Applicant's Reference: 75351.5.1

Telephone number:

Date request received: 31 July 2015

Official Certificate of Search

It is hereby certified that the search requested reveals the 1 registration described in the Schedule hereto up to and including the date of this certificate.

Signed

*T. A. M. Farmer***TERESA FARMER
LAND CHARGES MANAGER**On behalf of **THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL**Date generated **03 August 2015****RECEIPT FOR REQUEST FEES**

Receipt No 111341

THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL acknowledges receipt of £119.00 from GOTELEE & GOLDSMITH (SEARCHFLOW) on 31 July 2015 for request number 15000850

Register of Local Land Charges
Schedule to the Official Certificate

PART 3B : Other Planning Charges

Description of Charge:

The County of Hereford (Area of Special Control of Advertisements) Order, 1965 dated 19th August 1965, under Town and Country Planning Act 1962 - Town and Country Planning (Control of Advertisements) Regulations 1960.

Date of Registration: 27 Aug 1980

Charge Reference: 83

Originating Authority and Inspection Address for Schedule entries (where applicable)

Originating Authority

HEREFORDSHIRE COUNCIL - LEGAL DEPARTMENT
THE SHIREHALL
ST PETER'S SQUARE
HEREFORD

HR1 2HX

Inspection Address:

THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL
LAND CHARGE DEPARTMENT
TOWN HALL
ST OWEN STREET
HEREFORD
HR1 2PJ

Enquiries as Requested

1. PLANNING AND BUILDING REGULATIONS**1.1. Planning and Building Decisions and Pending Applications**

Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications -

(a) a planning permission; (b) a listed building consent; (c) a conservation area consent; (d) a certificate of lawfulness of existing use or development; (e) a certificate of lawfulness of proposed use or development; (f) building regulations approval; (g) a building regulation completion certificate; and (h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

1.1 (a) to (e) Planning Applications

- ① Please note - The Planning Register is investigated as from 1st August 1977. Planning entries prior to this date are available upon request from the Planning Department.

Entries which are Local Land Charge Registrations are revealed in the Schedule of the LLC1 where both forms are submitted.

For any enquiries regarding the planning entries please contact the Planning Desk at the Hereford Centre, Franklin House, 4 Commercial Road, Hereford. HR1 2BB - email - planningdesk@herefordshire.gov.uk.

- ▶ None

1.1 (f) and (g) Building Regulations

- ① Please note - Only Building Control applications received from 1st July, 2002 are revealed on the search. Entries prior to this date are available from the Building Control Department.

- ▶ None

- ① Informative: The seller or developer should be asked to provide evidence of compliance with building regulations.

For any enquiries regarding Building Control entries please contact the Building Control Section, Blueschool House, Blueschool Street, Hereford. HR1 2ZB or email buildingcontrolenquiries@herefordshire.gov.uk

1.1 (h) Competent Persons

- ▶ None

- ① Informative: (1) This reply does not cover other properties in the vicinity of the property. (2) As from 1 April 2002 the installation of a replacement window, rooflight or roof window or specified type of glazed door must either have building regulation approval or be carried out and certified by a person who is registered under the Fenestration Self-Assessment Scheme by the Glass and Glazing Federation.

For any enquiries regarding Building Control entries please contact the Building Control Section, Blueschool House, Blueschool Street, Hereford. HR1 2ZB or email buildingcontrolenquiries@herefordshire.gov.uk

- ① Please note that following the implementation of a new computer system in Building Control, any applications dated prior to 28th September, 2009 have been abbreviated in your search response. They will no longer contain separating slashes or a prefix of BC.

1.2. Planning Designations and Proposals

What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?

The following answer is supplied by LAND CHARGES

- ▶ The Herefordshire Unitary Development Plan shows that there are no proposed designations of land use for the property/area or specific proposals.

es Nofes No Yes No Yes No Yes No Yes No Yes No

Dated: 12/8/15.

Dated: 14/8/15.

Enquiries as Requested

1. PLANNING AND BUILDING REGULATIONS**1.1. Planning and Building Decisions and Pending Applications**

Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications -

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What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?

The following answer is supplied by LAND CHARGES

- ▶ The Herefordshire Unitary Development Plan shows that there are no proposed designations of land use for the property/area or specific proposals.

Enquiries as Requested

Herefordshire Council is in the process of preparing a Local Plan for the County to cover the period 2011 - 2031. The Local Plan will ultimately be made up of a number of planning documents. The first document in the production of the Local Plan is the Core Strategy. This includes a range of county wide policies which provide the framework for development in the County.

On 19th July 2013 Herefordshire Council approved the Draft Core Strategy to proceed to the Regulation 19 Pre-Submission Publication Stage. The Core Strategy will then be submitted to the Secretary of State for Examination. Adoption of the core strategy will follow the Examination process. When adopted the Core Strategy Policies will replace most of the Unitary Development Plan (UDP) 2007 policies.

A Hereford Area Plan, Neighbourhood Development Plans and other Development Plan Documents will also be prepared in accordance with the Core Strategy and these will provide greater detail about the location of future development. Together all these documents will form the Local Plan for Herefordshire.

The Draft Core Strategy Pre-Submission Publication can be found at:

<https://www.herefordshire.gov.uk/planning-and-building-control/planning-policy/core-strategy/psp/>

Information on the status of neighbourhood plan preparation can be found at:

www.herefordshire.gov.uk/planning-and-building-control/neighbourhood-planning/submitted-neighbourhood-areas-and-plans/



Informative: This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.

2. ROADS

Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:

- (a) highways maintainable at public expense;
- (b) subject to adoption and, supported by a bond or bond waiver.
- (c) to be made up by a local authority who will reclaim the cost from the frontagers; or
- (d) to be adopted by a local authority without reclaiming the cost from the frontagers?

- ▶ (a) Yes as shown coloured blue on attached plan
- (b) No
- (c) Not applicable
- (d) Not applicable

Please address enquiries regarding highways to: Mr B Stevens (Searches & Adoptions), Transportation Unit, Herefordshire Council, P.O. Box 236, Plough Lane, Hereford. HR4 0WZ



Informative : If a road, footpath or footway is not a highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.

OTHER MATTERS

3.1. Land required for Public Purposes

Is the property included in land required for public purposes? None

3.2. Land to be acquired for Road Works

Is the property included in land to be acquired for road works? None

3.3. Drainage Agreements and Consents

Do either of the following exist in relation to the property-

① Informative: Enquiries about drainage should also be made of the local sewerage undertaker.

(a) An agreement to drain buildings in combination into an existing sewer by means of a private sewer; or None

(b) An agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main? None

3.4. Nearby Road Schemes

Is the property (or will it be) within 200 metres of any of the following :-

Enquiries as Requested

- | | |
|---|------|
| (a) the centre line of a new trunk road or special road specified in any order, draft order or scheme; | None |
| (b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; | None |
| (c) the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes; | None |
| (d) the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes; | None |
| (e) the centre line of the proposed route of a new road under proposals published for public consultation; or | None |
| (f) the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation? | None |

3.5. Nearby Railway Schemes

Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail? None that the Council is aware of

3.6. Traffic Schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in Box B) which abut the boundaries of the property-

- ① Informative: In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Council.
- | | |
|---|------|
| (a) permanent stopping up or diversion | None |
| (b) waiting or loading restrictions | None |
| (c) one way driving | None |
| (d) prohibition of driving | None |
| (e) pedestrianisation | None |
| (f) vehicle width or weight restriction | None |
| (g) traffic calming works including road humps; | None |
| (h) residents parking controls | None |
| (i) minor road widening or improvement; | None |
| (j) pedestrian crossings; | None |
| (k) cycle tracks; or | None |
| (l) bridge building? | None |

3.7. Outstanding Notices

Do any statutory notices which relate to the following

Enquiries as Requested

matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule: 2

- | | |
|------------------------|------|
| (a) building works; | None |
| (b) environment; | None |
| (c) health and safety; | None |
| (d) housing; | None |
| (e) highways; or | None |
| (f) public health? | None |

3.8. Contravention of Building Regulations

Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations? None

3.9. Notices, Orders, Directions and Proceedings under Planning Acts

Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-

- | | |
|--|------|
| (a) an enforcement notice; | None |
| (b) a stop notice; | None |
| (c) a listed building enforcement notice; | None |
| (d) a breach of condition notice; | None |
| (e) a planning contravention notice; | None |
| (f) another notice relating to breach of planning control; | None |
| (g) a listed building repairs notice; | None |
| (h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation; | None |
| (i) a building preservation notice; | None |
| (j) a direction restricting permitted development; | None |
| (k) an order revoking or modifying planning permission; | None |
| (l) an order requiring discontinuance of use or alteration or removal of building or works; | None |
| (m) a tree preservation order; or | None |
| (n) proceedings to enforce a planning agreement or planning contribution? | None |

3.10. Conservation Area

Do the following apply in relation to the property-

- | | |
|--|----|
| (a) the making of the area a Conservation Area before 31 August 1974; or | No |
| (b) an unimplemented resolution to designate the area a Conservation Area? | No |

3.11. Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property? None

3.12. Contaminated Land

Do any of the following apply (including any relating to

Enquiries as Requested

land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property):-

(a) a contaminated land notice; None

① Informative : A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it, and the reply may not disclose steps taken by another council in whose area adjacent or adjoining land is situated.

(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:- Not Applicable

(i) a decision to make an entry; or
(ii) an entry; or

(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice? None

3.13. Radon Gas

Do records indicate that the property is in a 'Radon Affected Area' as identified by the Health Protection Agency?

LAND CHARGES
Basic protection required

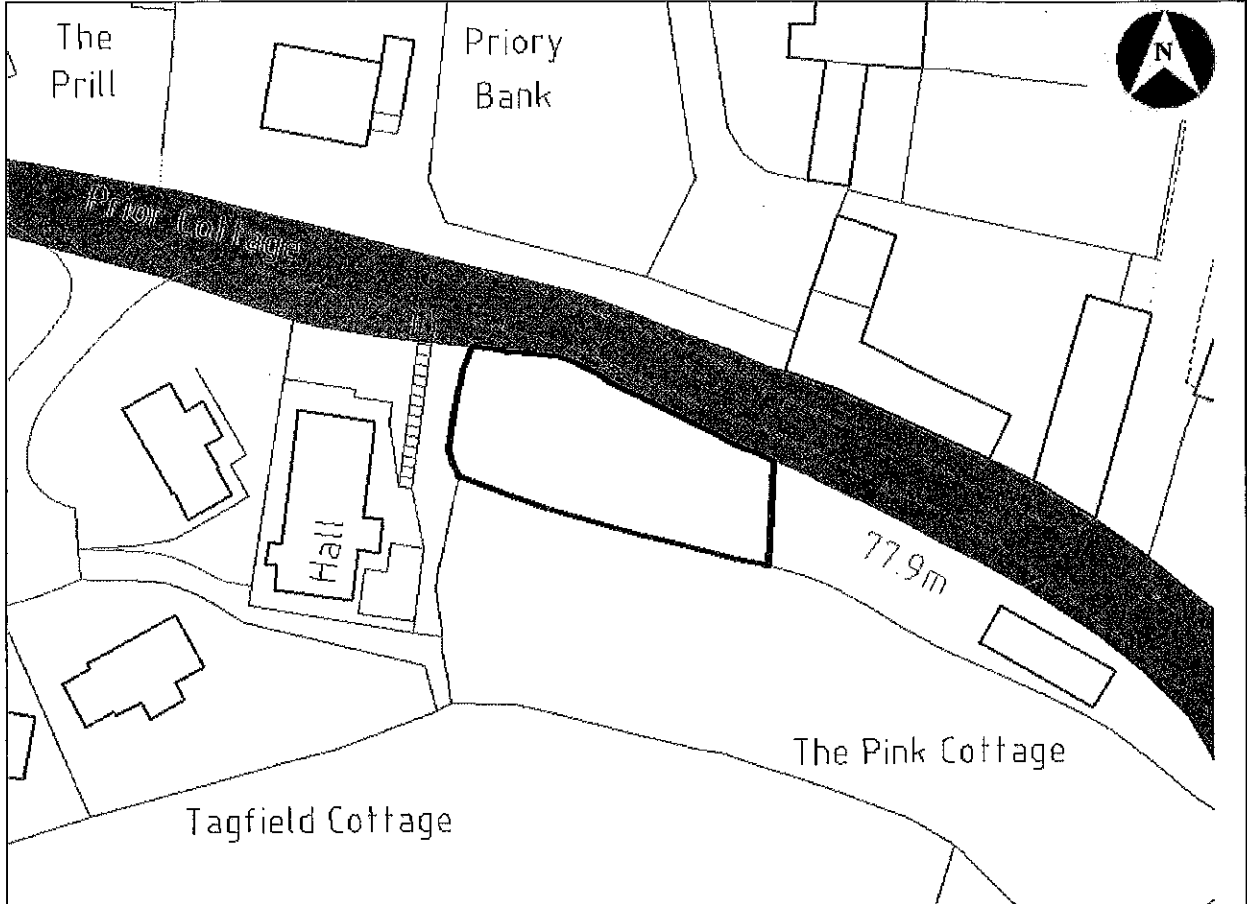
A site specific report can be obtained from
<http://www.ukradon.org.uk/>.

① Informative : Radon Affected Areas are designated by the National Radiological Protection Board. It is recommended that the level of radon gas should be measured in all properties within Radon Affected Areas. The present owner or (for a new property) the builder should be asked whether protective measures were incorporated in the construction of the property; whether radon levels have been measured in the property; whether the results were at or above the Action Level (prescribed by the NRPB) and if so whether remedial measures were installed and whether the radon levels were re-tested and confirmed the effectiveness of the measures.

A guide containing further information about Radon Affected Areas is available free from DEFRA Warehouse Publications, Admail 6000, London SW1A 2XX (tel 08459 556000, fax 020 8957 5012) or from DEFRA Radioactive Substances Division, Zone 4/E7, Ashdown House, 123 Victoria Street, London SW1E

AREA OF LAND SUBJECT TO THE SEARCH

Description:



This copy has been produced specially for Land and Property Search purposes, and is not to scale. The outlined area is for pictorial reference only, and does not identify the legal boundaries of the property

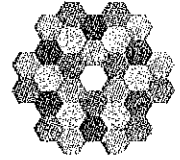
No further copies may be made.



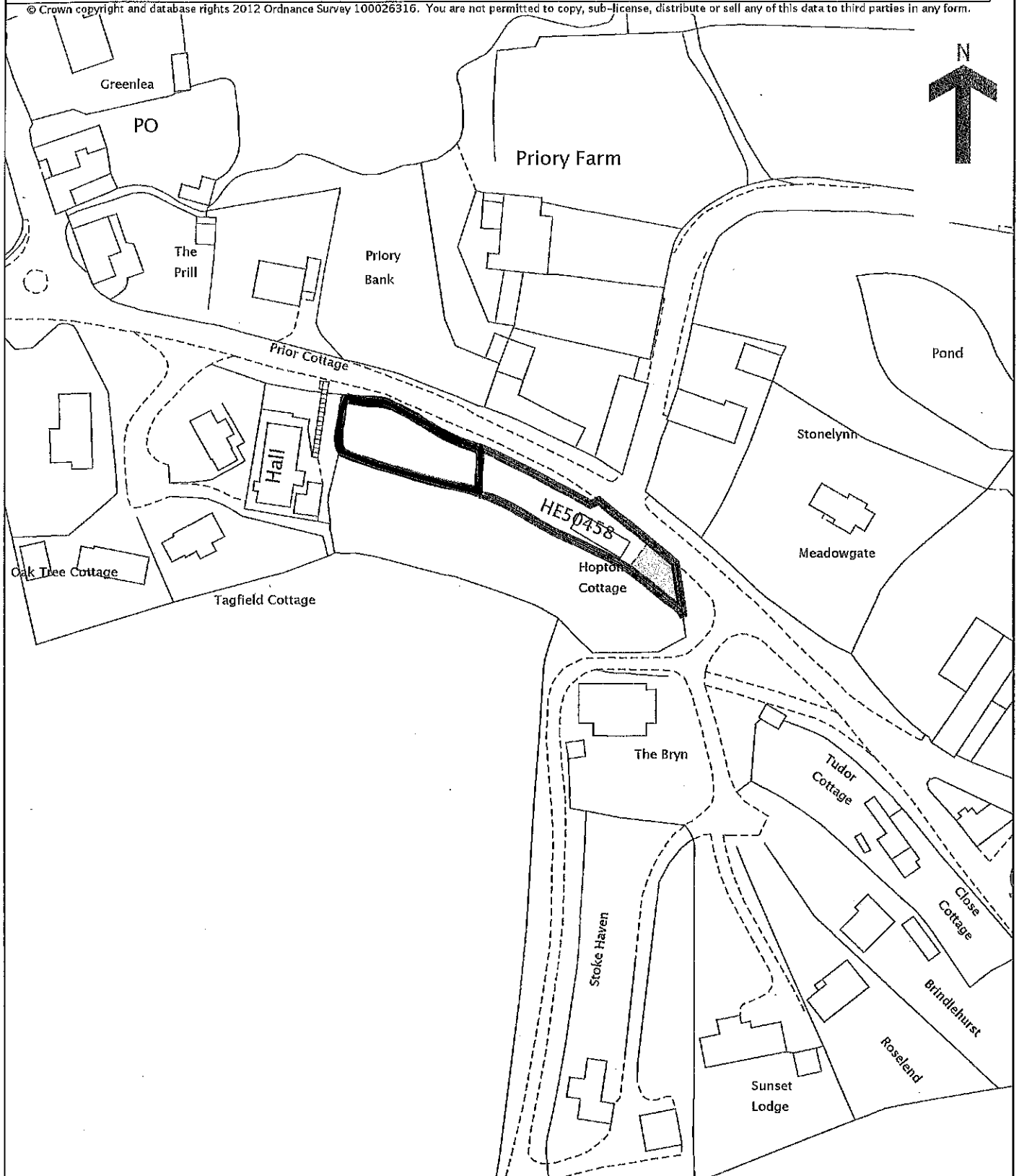
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Land Registry
Official copy of
title plan

Title number **HE47016**
Ordnance Survey map reference **SO5256NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Herefordshire**

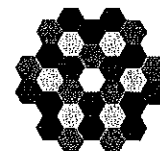


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The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number HE47016 Edition date 17.01.2014

- This official copy shows the entries on the register of title on 20 JUL 2015 at 08:44:31.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 20 Jul 2015.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Telford Office.

A: Property Register

This register describes the land and estate comprised in the title.

HEREFORDSHIRE

- 1 (04.04.2012) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Hopton Cottage, Stoke Prior, Leominster (HR6 0LG).
- 2 (17.01.2014) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (04.04.2012) PROPRIETOR: DAVID ANTHONY SMITH and HELEN CLARE SMITH of Ash Bed Cottage, Stoke Prior, Leominster, Herefordshire HR6 0LH.
- 2 (04.04.2012) The price stated to have been paid on 14 March 2012 was £130,000.
- 3 (04.04.2012) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (04.04.2012) A Conveyance of the land tinted blue on the title plan dated 20 May 1968 made between (1) Edwin Passey and others (Vendors) and (2) Albert Victor Pugh (Purchaser) contains the following covenants:-

"The Purchaser hereby covenants with the Vendor that no part of the premises hereby conveyed shall at any time hereafter be used for the manufacture distribution sale or supply of intoxicating liquors or for

Title number HE47016

C: Charges Register continued

the use as a public dance-hall or for any purposes involving betting and gambling in any of its forms"

- 2 (17.01.2014) The land is subject to the rights granted by a Transfer of the land edged and numbered HE50458 on the title plan dated 15 November 2013 made between (1) David Anthony Smith and Helen Clare Smith (Transferors) and (2) Jamie McCappin (Transferee).

NOTE: Copy filed under HE50458.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

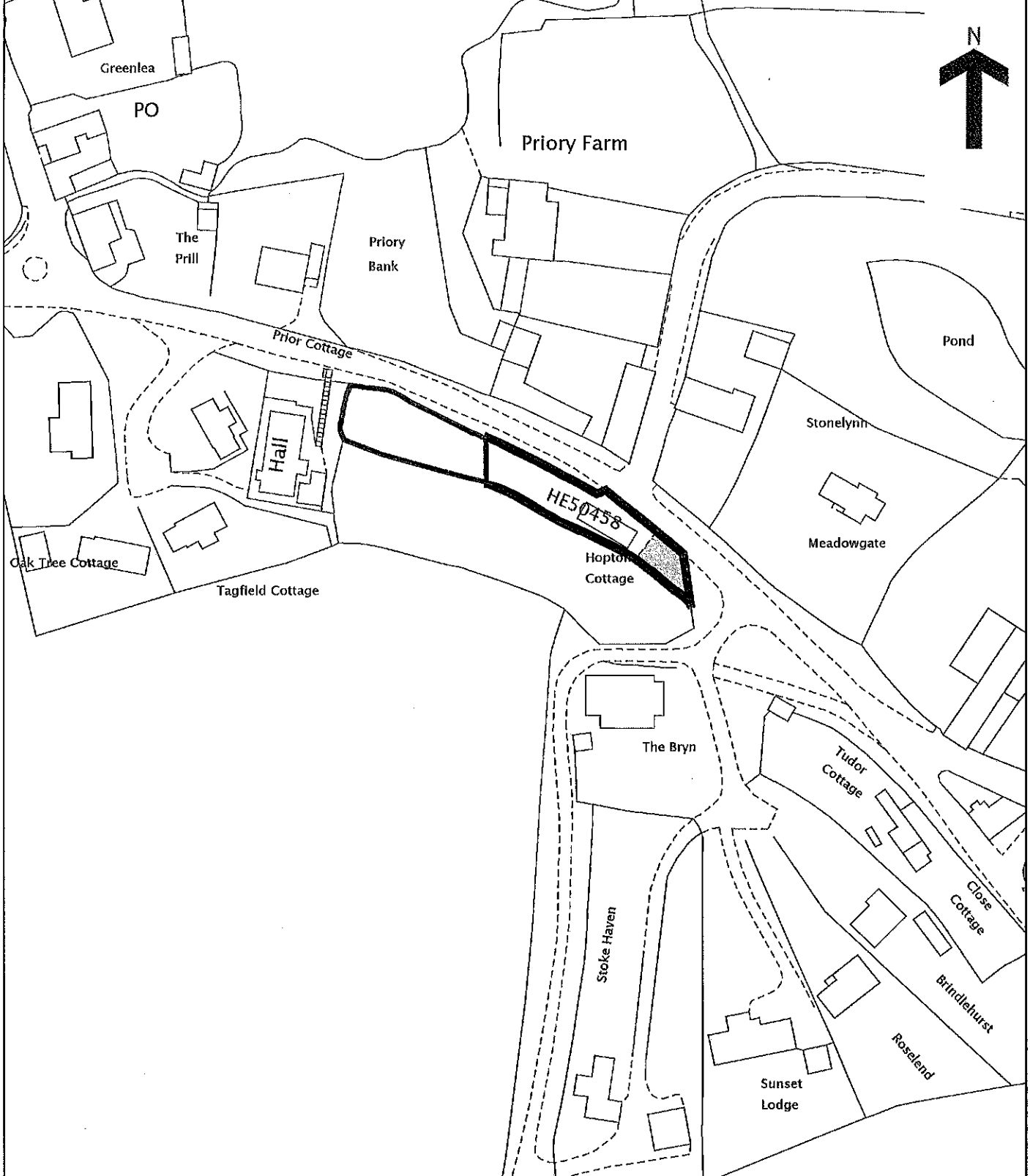
This official copy is issued on 20 July 2015 shows the state of this title plan on 20 July 2015 at 08:43:39. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the Land Registry, Telford Office .

Land Registry
Official copy of
title plan

Title number **HE47016**
Ordnance Survey map reference **SO5256NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Herefordshire**



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Law Society Property Information Form (3rd edition)

Address of the property

Approx 0.11 Acres of Land Stoke Prior
Leominster
Herefordshire

Postcode **HK6 0NG**

Full names of the seller

Mr David Anthony SMITH & Mrs Helen Clare Smith

Seller's solicitor

Name of solicitor's firm

Gotelee

Address

31 - 41 Elm Street Ipswich Suffolk IP1 2AY	6 Church Street Hadleigh Suffolk IP7 5DU	97 Hamilton Road Felixstowe Suffolk IP11 7AH
---	---	---

Email

pat.smith@gotelee.co.uk

Reference number

PAS/75351-00005-1

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.

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

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.

4.3 Are any of the works disclosed in 4.1 above unfinished?

Yes

No

If Yes, please give details:

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?

Yes

No

If Yes, please give details:

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 Regulations

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/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? Yes No
If Yes, please give details:

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 **Radon gas and remedial measures**

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 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

8.2 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

 Yes

 No

(b) Rights of support from adjoining properties

 Yes

 No

(c) Customary rights (e.g. rights deriving from local traditions)

 Yes

 No

(d) Other people's rights to mines and minerals under the land

 Yes

 No

(e) Chancel repair liability

 Yes

 No

(f) Other people's rights to take things from the land (such as timber, hay or fish)

 Yes

 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 Drains, pipes and wires

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

[Empty text box for details]

9 Parking

9.1 What are the parking arrangements at the property?

None. INTAG ROAD.

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

[Empty text box for details]

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:

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 Certificates

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 Sewage (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? Yes No
 Enclosed To follow
 If Yes, please supply a plan showing the location of the system and how access is obtained.

13 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 No

Provider's name

Location of meter

Mains gas Yes No

Provider's name

Location of meter

Mains water Yes No

Provider's name

Location of stopcock

Location of meter, if any

Mains sewerage Yes No

Provider's name

Telephone Yes No

Provider's name

Cable Yes No

Provider's name

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: 12/8/15

Signed: _____

Dated: 14.8.15

Each seller should sign this form.

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