

Sellers Property Information Form

Address of Property:

IMPORTANT NOTE TO SELLERS.

- **Please complete this form carefully. It will be sent to the buyer's solicitor and may be seen by the buyer. If you are unsure how to answer any of the questions, ask your solicitors before doing so.**
- For many of the questions you need only tick the correct answer. Where necessary, please give more detailed answers on a separate sheet of paper. Then send all the replies to your solicitors so that the information can be passed on to the buyer's solicitor.
- The answers should be those of the person whose name is on the deeds. If there is more than one of you, you should prepare the answers together.
- It is very important that your answers are correct because the buyer will rely on them in deciding whether to go ahead. Incorrect information given to the buyer through your solicitors, or mentioned to the buyer in conversation between you, may mean that the buyer can claim compensation from you or even refuse to complete the purchase.
- It doesn't matter if you do not know the answer to any question so long as you say so.
- The buyer will be told by his solicitor that he takes the property as it is. If he wants more information about it, he should get it from his own advisers, not from you.
- If anything changes after you fill in this questionnaire but before the sale is completed, tell your solicitors immediately. This is as important as giving the right answers in the first place.
- Please pass to your solicitors immediately any notices you have received which affect the property. The same goes for notices which arrive at any time before completion.
- If you have a tenant, tell your solicitor immediately there is any change in the arrangements but do nothing without asking your solicitor first.
- You should let your solicitor have any letters, agreements or other documents which help answer the questions. If you know of any which you are not supplying with these answers, please tell your solicitor about them.
- Please complete and return the separate **Fixtures, Fittings and Contents** form. It is an important document which will form part of the contract between you and the buyer. Unless you mark clearly on it the items which you wish to remove, they will be included in the sale and you will not be able to take them with you when you move.

Part 1 – to be completed by the seller

1. **Boundaries**
"Boundaries" mean any fence, wall, hedge or ditch which marks the edge of your property.
- 1.1 Looking towards the house from the road, who either owns or accepts responsibility for the boundary:
 - (a) on the left? *(delete as applicable)* we do/next door/shared/not known
 - (b) on the right? *(delete as applicable)* we do/next door/shared/not known
 - (c) at the back? *(delete as applicable)* we do/next door/shared/not known
- 1.2 If you have answered "not known", which boundaries have you actually repaired or maintained?

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(please give details)

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

(please give details)

2 Disputes

2.1 Do you know of any disputes about this or any neighbouring property?
(delete as applicable) no/ yes *(please give details)*

2.2 Have you received any complaints about anything you have, or have not, done as owners?
(delete as applicable) no/ yes *(please give details)*

2.3 Have you made any such complaints to any neighbour about what the neighbour has or has not done?
(delete as applicable) no/ yes *(please give details)*

3 Notices

3.1 Have you either sent or received any letters or notices which affect your property or the neighbouring property in any way (for example, from or to neighbours, the council or a government department)?
no / yes / copy enclosed / to follow / lost

3.2 Have you had any negotiations or discussions with any neighbour or any local or other authority which affect the property in any way?
(delete as applicable) no/ yes *(please give details)*

4 Guarantees

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

(a) NHBC Foundation 15 or Newbuild?
(delete as applicable) no / yes / copies enclosed / with deeds / lost

(b) Damp course?
(delete as applicable) no / yes / copies enclosed / with deeds / lost

(c) Double glazing?
(delete as applicable) no / yes / copies enclosed / with deeds / lost

(d) Electrical work?
(delete as applicable) no / yes / copies enclosed / with deeds / lost

(e) Roofing?
(delete as applicable) no / yes / copies enclosed / with deeds / lost

- (f) Rot or infestation?
(delete as applicable) no / yes / copies enclosed / with deeds / lost
- (g) Central heating?
(delete as applicable) no / yes / copies enclosed / with deeds / lost
- (h) Anything similar? (e.g. cavity wall insulation)
(delete as applicable) no / yes / copies enclosed / with deeds / lost
- (i) Do you have written details of the work done to obtain any of these guarantees?
(delete as applicable) no / yes / copies enclosed / with deeds / lost
- 4.2 Have you made or considered making claims under any of these?
(delete as applicable) no/ yes (please give details)
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5 **Services**

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

- 5.1 Please tick which services are connected to the property?
(delete as applicable) gas / electricity / water / drains / telephone / cable television
- 5.2 Do any drains, pipes or wires for these cross any neighbour's property?
(delete as applicable) not known/yes (please give details)
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- 5.3 Do any drains, pipes or wires leading to any neighbour's property cross your property?
(delete as applicable) not known/yes (please give details)
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6 **Sharing with the neighbours**

- 6.1 Are you aware of any responsibility to contribute to the cost of anything used jointly, such as the repair of a shared drive, boundary or drain?
(delete as applicable) no/ yes (please give details)
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- 6.2 cost of repair of anything used by the neighbourhood, such as the maintenance of a private road?
(delete as applicable) no/ yes
- 6.3 If so, who is responsible for organising the work and collecting the contributions?
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- 6.4 Please give details of all such sums paid or owing, and explain if they are paid on a regular basis or only as and when work is required.

6.5 Do you need to go next door if you have to repair or decorate your building or maintain any of the boundaries?
(delete as applicable) no/ yes

6.6 If "Yes" have you always been able to do so without objection by the neighbours?
(delete as applicable) no: please give details of any objection under the answer to question 2 (disputes) / yes

6.7 Do any of your neighbours need to come onto your land to repair or decorate their building or maintain the boundaries?
(delete as applicable) no/ yes

6.8 If so, have you ever objected?
(delete as applicable) no: please give details of any objection under the answer to question 2 (disputes) / yes

7 **Arrangements and rights**

Are there any other formal or informal arrangements which give someone else rights over your property?
(delete as applicable) no/ yes (please give details)

8 **Occupiers**

8.1 Does anyone other than you live in the property?
If "No" go to question 9.1.
If "Yes" please give their full names and (if under 18) their ages
(delete as applicable) no/ yes (see above)

8.2 (a)(i) Do any of them have any right to stay on the property without your permission?
(These rights may have arisen without you realising, e.g. if they have paid towards the cost of buying the house, paid for improvements or helped you make your mortgage payment)
(delete as applicable) no/ yes (please give details)

(a)(ii) Are any of them tenants or lodgers?
(delete as applicable) no/ yes (please give details and a copy of any tenancy agreement)

(b) Have they all agreed to sign the contract for sale agreeing to leave with you (or earlier)?
(delete as applicable) no/ yes (please give details)

9 Restrictions

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

Note: The title deeds of some properties include clauses which are called “restrictive covenants”. For example, these may forbid the owner of the house to carry out any building work or to use it for the purpose of a business – unless someone else (often the builder of the house) gives their consent.

9.1 (a) Do you know of any “restrictive covenant” which applies to your house or land?
(delete as applicable) no/ yes

(b) If “Yes” did you ask for consent for the work or change of use?
(delete as applicable) no/ yes *(please give details and a copy of any consent)*

9.2 If consent was needed but not obtained, please explain why not.

9.3 If the reply to 9.1(a) is “Yes”, please give the name and address of the person from whom consent has to be obtained.

10 Planning

10.1 Is the property used only as a private home?
(delete as applicable) yes / no *(please give details and a copy of any consent)*

10.2 (a) Is the property a listed building or in a conservation area?
yes / no / not known

(b) If “Yes”, what work has been carried out since it was listed or the area became a conservation area?

10.3 (a) Has there been any building work on the property in the last four years?
(delete as applicable) no/ yes *(please give details)*

(b) If “Yes”, was planning permission, building regulation approval or listing building consent at any time?
(delete as applicable) no / not required / yes / copies enclosed / to follow / lost

10.4 Have you applied for planning permission, building regulation approval or listing building consent at any time?

(delete as applicable)

no / yes / copies enclosed / to follow / lost

10.5 If "Yes", has any of the work been carried out?
(delete as applicable) no/ yes *(please give details)*

10.6 (a) Has there been any change of use of the property in the last ten years (e.g. dividing into flats, combining flats or using part for business use)?
(delete as applicable) no/ yes *(please give details)*

(b) If "Yes", was planning permission obtained?
(delete as applicable) no / not required / yes / copies enclosed / to follow / lost

11 Fixtures

11.1 If you have sold through an estate agent, are all items listed in its particulars included in the sale?
(delete as applicable) no/ yes
If "No" you should instruct the estate agent to write to everyone concerned correcting this error.

11.2 Do you own outright everything included in the sale?
(you must give details of anything which may not be yours to sell, for example, anything rented or on H.P.)
(delete as applicable) yes / no *(please give details)*

12 Expenses

Have you ever had to pay for the use of the property?
(Ignore rates, water rates, council tax and gas, electricity and phone bills. Disclose anything else: examples are the clearance of cess pool or septic tank, drainage rate, rent charges)
(delete as applicable) no / yes *(please give details)*

13 General

Is there any other information which you think the buyer may have a right to know?
(delete as applicable) no / yes *(please give details)*

Signature(s)

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Date