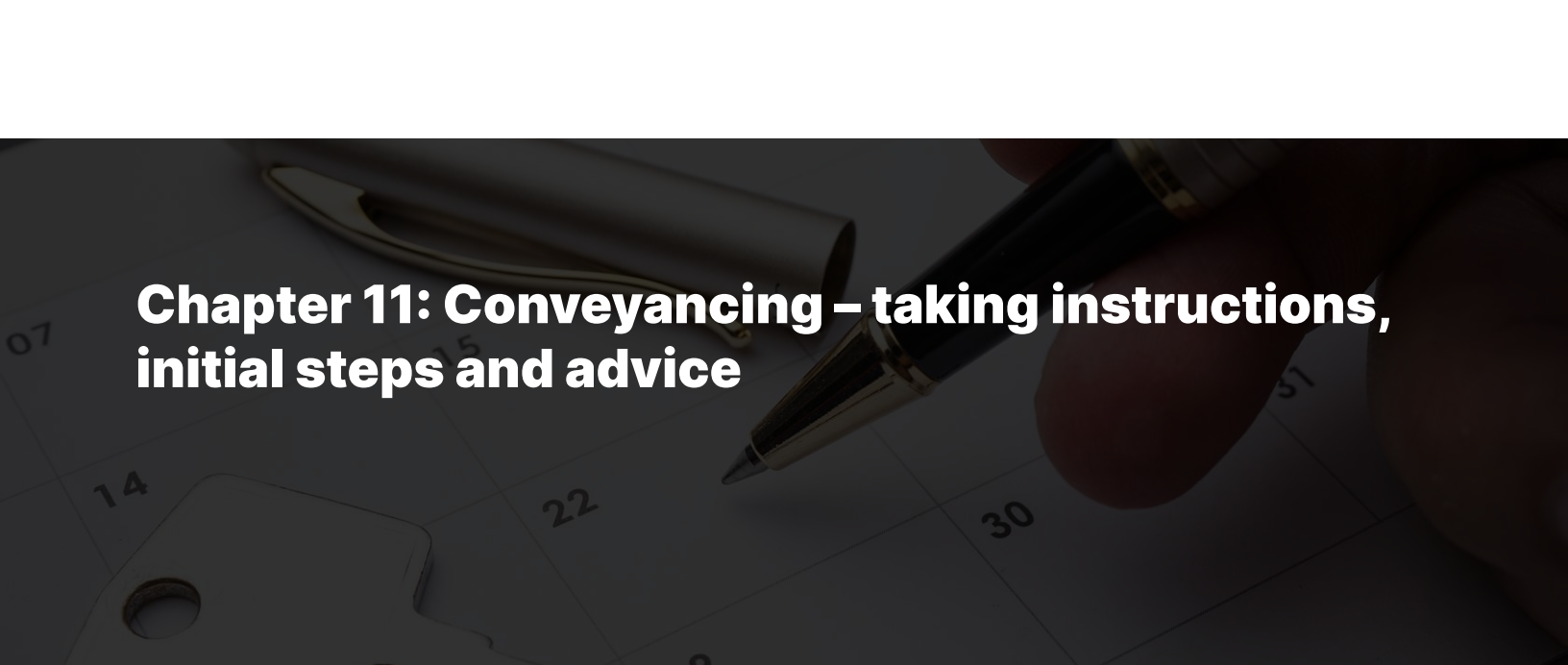


A hand holding a pen is positioned over a calendar grid. The calendar shows dates like 07, 14, 22, 30, and 31. The pen is a dark color with a gold-colored tip. The background is dark and slightly blurred.

Chapter 11: Conveyancing – taking instructions, initial steps and advice



Aims of this Chapter



11.1 Preliminary matters



11.2 Acting for the seller



11.3 Checking the seller's title



11.4 If there is a mortgage – indicative redemption figure



11.5 Acting for the seller and redeeming a building society mortgage



11.6 Acting for the buyer



11.7 Preliminary work for the buyer



Knowledge check



11.8 Chapter summary





11.9 Sample EPC

Aims of this Chapter

You can see from the stages of the transaction in **Chapter 10** that an important first stage in the conveyancing process is to take instructions from clients and their sale and/or purchase.

This chapter will cover:

- what Energy Performance Certificates (EPCs) are, and how they are relevant to the conveyancing process
- how a conveyancer takes initial instructions from a client wishing to sell a property, and
- how a conveyancer takes initial instructions from a client wishing to buy a property.

Key document

The chapter includes the main form which has been considered.

Conveyancing flowchart

Figure 11 will be used in each of the remaining chapters to show how progress is being made through the various stages of the conveyancing transaction. The house will represent the stage reached at each particular point.



Figure 11

CONTINUE

11.1 Preliminary matters

Material Information

You may have heard of “**Material Information**” requirements in the context of the information that estate agents must make available to prospective buyers when a seller markets their property. Under current legislation, as set out in the **Consumer Protection from Unfair Trading Regulations 2008**, estate and letting agents have a legal obligation not to omit material information from property listings.

In November 2023, the National Trading Standards Estate and Letting Agency Team (NTSELAT) published guidance as to what this Material Information should include. The guidance is divided into three sections:

PART A	PART B	PART C
Part A which includes: • Council Tax band or Domestic Rate information; • Asking price; and • Tenure		

PART A	PART B	PART C
Part B which includes: • The physical characteristics of the property; • The number and type(s) of room; • Utilities; • Parking.		
PART A	PART B	PART C
Part C which includes: • Building safety • Restrictions and rights • Flood and erosion risk • Planning permission and proposals for development • Property accessibility and adaptations • Coalfield or mining area		



Activity

It is Part C of the guidance which has proved controversial as the topics included in this part of the Material Information requirements seem to encroach onto advice which a conveyancer would give their buyer client.

Practice in this area is evolving and different firms are taking very different views as to the Material Information guidance and how to deal with it.

Follow the link below to the NTSELAT guidance and consider it for yourself – does it go beyond what an estate agent might be expected to do? What is your firm's views?

NATIONALTRADINGSTANDARDS



Material Information

Material Information - National Trading Standards

[READ MORE NATIONALTRADINGSTANDARDS](#)



Link to Practice

Using checklists to take instructions on a residential sale and purchase

We have seen that conveyancers often use checklists to assist to ensure that no key stages of a sale and purchase transaction are missed. Checklists may also be used to ensure that the conveyancer gathers all relevant information from their clients at the beginning of a transaction.



Activity

Think about meeting a client for the first time. Write down all of the practical information which you think you will need from that client to enable you to progress their transaction effectively. The idea is to gather as much relevant information about the client and their transactions as possible at the outset to avoid the need for you to have to go back to them for basic information.

It might help you to divide up your checklist into:

- personal/contact information needed from the client;
- information specific to a sale transaction; and
- information specific to a purchase transaction.

You can compare your taking instructions checklist with those appearing later in this chapter.

CONTINUE

11.1.1 Energy Performance Certificate (EPC)

EPCs are relevant at a very early stage of the conveyancing process, when a property is put on the market. A conveyancer may not even be instructed at this stage. They also have relevance at several later stages of the process, when conveyancers will need to check that they have been provided, and may need to take account of any existing Green Deal plan, which will be reflected in the EPC.

There is a sample EPC at the end of this chapter (11.9), and it may be helpful to look at this as you read through the following information. This course book outlines the EPC requirements as they apply to freehold residential property. There are some additional requirements and variations for leasehold and commercial property.

An EPC is a certificate, prepared by an accredited energy assessor, which gives the home an energy efficiency rating of between A (most efficient) and G (least efficient) similar to that found on white goods such as fridges. It also contains an environmental impact rating, again between A and G, which is a measure of the home's impact on the environment in terms of carbon dioxide emissions. The average property in the UK is in band D or E for both ratings. The EPC also contains advice on how to cut fuel bills and reduce carbon emissions.

EPCs must currently be provided under the **Energy Performance of Buildings (England and Wales) Regulations 2012** (as amended).

It is a seller's legal duty to make the EPC available to a prospective buyer at the earliest possible opportunity, for example, when they view the property.

The EPC must have been commissioned before the property is marketed, unless there is already a valid EPC which can be re-used. The seller or the estate agent must use all reasonable efforts to obtain the EPC within seven days of the property being put on to the market. If the EPC is not available within that time, the seller or estate agent has a further 21 days to obtain it and this is a deadline. This means that the EPC should be obtained, at the latest, within 28 days of the property being marketed.

Estate agents must state the EPC rating on hard copy and electronic versions of sales particulars (e.g. Energy Efficiency Rating 44 Band E). Where there is room, they should include the A–G graph, but it is recognised that this may not always be possible.

The idea is that the EPC will help buyers at an early stage (e.g. when viewing the property and when deciding whether to make an offer). Sellers are further required to give, free of charge, a valid EPC to the person who ultimately becomes the buyer of the property. These EPC duties carry a fixed £200 civil penalty charge for non-compliance, enforceable by trading standards officers. These officers can require estate agents to produce evidence of the request for the EPC.

In the case of newly built homes, the duty to provide an EPC falls on the builder, who must provide it when the building is physically completed. If it has not yet been completed when it is marketed (e.g. a developer is still constructing the property), the seller will produce a predicted energy assessment (PEA) which will be replaced by the full EPC once the building has been finished.

An EPC is valid for 10 years or until a newer EPC is produced for the same property (e.g. following building work). Subject to this, the EPC can be re-used as many times as required within the 10-year period no matter how many times the property is sold.

Some properties do not require an EPC (e.g. some buildings that are due to be demolished, some types of holiday accommodation and certain temporary buildings) but normal residential sales of the type considered in this course book will require an EPC as described earlier.

This course book contains a specimen EPC. Please note that some EPCs may look slightly different if they have been produced more recently. You can view an example of a specimen EPC at:

Energy performance certificate (EPC)		
House Address Postcode	Energy rating D	Valid until: 05/10/2025 Certificate number: 0000-0000-0000-0000-0000
Property type	Mid-terrace house	
Total floor area	93 square metres	
Rules on letting this property Properties can be let if they have an energy rating from A to E. You can read guidance for landlords on the regulations and exemptions . https://www.gov.uk/guidance/somerset-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance		
Energy efficiency rating for this property This property's current energy rating is D. It has the potential to be B. See how to improve this property's energy performance.		
 The graph shows this property's current and potential energy efficiency. Properties are given a rating from A (most efficient) to G (least efficient). Properties are also given a score. The higher the number the lower your fuel bills are likely to be. For properties in England and Wales: the average energy rating is D the average energy score is 60		

Energy Performance Certificates

Energy Performance Certificates (EPCs) explained

READ MORE SOMERSET

CONTINUE

11.1.2 EPCs and the Green Deal

The Green Deal scheme enables property owners to make energy efficiency improvements, such as installing replacement boilers, cavity wall insulation, double glazing and new heating systems without the necessity of making any up-front payment. Although property owners may choose to pay for the work themselves, they may use finance under a Green Deal plan, a type of loan which is paid back through the property's electricity bill. The loan remains attached to the property rather than to the individual taking out the loan, hence the relevance to conveyancers where a property has existing Green Deal finance in place. The new owner (i.e. the buyer) will be responsible for the payments and will take them over with the property unless the loan is paid off on sale.

The original government-funded Green Deal scheme ran from 2013 to July 2015. It is still relevant as existing Green Deal plans taken out during this time remain valid.

The EPC includes recommendations on how to improve the dwelling's energy efficiency (e.g. how to cut bills by increasing the loft insulation or installing cavity wall insulation). The EPC would include information showing which of these measures would be eligible for finance under the government's Green Deal scheme, were they to be carried out.

Under the government scheme, the home owner would first obtain a Green Deal assessment to decide whether the home would benefit from improvements and the assessor would provide an advice report. Following this, if the home owner wanted the improvements to be made, they could either decide to fund them themselves or arrange for them to be paid for through a Green Deal finance plan.

Take-up of government-funded Green Deal plans was very slow, and the scheme was discontinued by the government in July 2015.

Note also that, although the government stopped funding the Green Deal Finance Company in July 2015, new applicants may still be able to get Green Deal funding from approved private sector Green Deal providers.

You can read about the current Green Deal scheme at:



Green Deal

Complain about Green Deal providers or installers, what to do if you sell or move into a property with a Green Deal loan

[READ MORE GOV.UK](#)

The withdrawal of the scheme had no effect on existing Green Deal loans however, which remain valid. To put this in context, by the end of July 2015, energy efficiency improvements had been installed in about 10,000 properties using Green Deal finance plans. Existing plans which were taken out under the government-funded scheme will need to be handled by conveyancers where relevant, either by the finance being repaid by the seller before sale or the obligations taken on by the new buyer. It is thus really important for the conveyancers to check the EPC to see if the property is affected by the Green Deal.

A Green Deal finance plan is a contract provided by a Green Deal provider, which will contain an outline of the work, the repayments and the interest rate. Green Deal repayments will automatically be added to the electricity bill for the property.

There are implications of the Green Deal for conveyancers. There will be no record of this liability at HMLR, and the repayments are not a mortgage over the property, but there is an

obligation on the property's bill payer to repay them. By buying the property, the new buyer will be taking over the Green Deal payments on the electricity bill.

The buyer's conveyancer will need to ensure that the buyer is fully advised about the implications of any existing Green Deal plan. Unless the finance is to be paid off by the seller before sale, the buyer must give an acknowledgment that they take over the repayments under the scheme. This will have the effect of transferring legal responsibility for the repayments to the incoming bill payer.

If a buyer buys a property that is subject to a Green Deal plan and does not know about it because it has not been disclosed, the debt may be left with the existing seller. As there will not be any new government-funded Green Deal plans, the impact of these on conveyancers is limited, but they must be aware of this issue in case it arises during a transaction.



Activity

Follow the link to the website below – this will give you more information about the EPC

e ENERGY SAVING TRUST



Guide to Energy Performance Certificates

Energy Performance Certificates tell you how energy efficient a building is and give it a rating from A, very efficient, to G, inefficient.

[READ MORE ENERGY SAVING TRUST](#)

CONTINUE

11.2 Acting for the seller

11.2.1 Taking initial instructions

Brief instructions may initially be taken by the firm's administrative staff over the telephone. Similarly, an estimate of the conveyancer's costs may have been given in advance (e.g. over the telephone, by email or via the firm's website). The seller may be asked to complete a pre-interview checklist. An appointment should then be made with the conveyancer for comprehensive instructions to be taken. It is usual practice for a standard checklist to be used at the meeting to ensure that nothing is forgotten. Many firms nowadays do not hold an interview to take instructions in person. They rely instead on comprehensive instructions documentation, together with advice given by email, letter and telephone.

However the instructions are taken, the conveyancer should carry out a conflict check to ensure that acting for the client(s) will not create a conflict of interest.

Examples of matters upon which instructions should be obtained are:

- full names and addresses of the sellers;
- contact details for clients (e.g. telephone and email address);
- identification details (e.g. passport and utility bill);
- names and addresses of the buyers and their conveyancers;

- full address and agreed sale price of the sale property;
- details of the estate agent (and contact at agents), if any;
- confirmation that there is an EPC and where it is held;
- whether any work has been done under the Green Deal scheme;
- whether there is an existing mortgage on the property, to be paid off (redeemed) upon sale;
- whether there are any adult occupiers other than the seller;
- where the title documents are held (e.g. whether the client holds any or whether any are held by a mortgage lender);
- whether there are any additional items (e.g. carpets or curtains) to be included in the sale, and whether any items are to be excluded from the sale (e.g. fitted wardrobes);
- whether any items are to be sold for additional cost (e.g. a washing machine, freezer or any furniture);
- whether there are any time constraints or a suggested completion date;
- whether the sellers are buying another property (a “related” or “linked” purchase);
- any additional or specific/special instructions (e.g. to pay the sale money into a particular account).



Activity

Compare your sale checklist with the one earlier – how did you do? You can see that at the outset of the transaction, the conveyancer is gathering very practical information about the client and their sale.

As we have seen, it is very important for the conveyancer to ensure that they obtain instructions from all sellers of the property.

It will also be important for the conveyancer to discuss financial issues at the initial interview. It is vital that the client understands the costs involved in the transaction, and how the total cost of the transaction is made up.

In the case of a sale transaction, the client will have to pay the conveyancer's costs (which are often charged on a fixed-fee basis), VAT, and any disbursements incurred by the conveyancer's firm. The client will also have to pay (either directly or via the conveyancer) any estate agent's commission or fees. Where the seller has an existing mortgage, this will have to be redeemed, using the sale proceeds.

The conveyancer must check that the client has enough money to achieve the desired outcome; to pay off the existing mortgage and to pay all the associated costs. If the seller is also buying another property, the conveyancer must check that there will be enough money to do this. Where there is a related sale and purchase, the financial calculation must include consideration of both sale and purchase transactions.

The Law Society Conveyancing Protocol (the Protocol) sets out a list of steps to be taken at the instructions stage (this is stage A of the Protocol). These essentially reflect current good practice. Where the Protocol is adopted, firms must ensure that they consult the Protocol document itself, to ensure compliance with all requirements.

CONTINUE

11.2.2 Preliminary work for the seller

11.2.2.1 File opening

The following steps are usual practice and are taken for the seller.

If the seller has used an estate agent to sell the property, they will negotiate the sale price with a buyer. The estate agent will take basic information about the buyer including how they propose paying for the property and whether they have a related sale.

Once the buyer is in a position to proceed, the estate agent will send a “**memorandum of sale**” to the parties and their respective conveyancers. The memorandum of sale will set out details such as the property address, the price, the conveyancers for both parties, any items included in the sale (e.g. carpets), the local authorities, etc. This will enable the conveyancers to contact each other to progress the matter.

The conveyancer will **open a file** for the sale, attaching the initial instructions and noting the costs information (e.g. fixed quote) given. They may attach a standard checklist to the inside of the file, to tick off each stage as the matter progresses. This is especially useful if there are queries or if the person dealing with the matter is away, as it enables staff to quickly see the stage reached. They will allocate a file number so that future information can be readily located, and inform the accounts department so that an accounting record can be opened.

The conveyancer will then write initial letters or emails. They may write to the **estate agent** (if there is one), asking for a copy of the memorandum of sale and the EPC, if not already seen.

They will write to the **seller clients**, confirming the instructions in writing and providing information to comply with client care obligations and the **CILEX Code of Conduct** and the **SRA Standards and Regulations**, particularly the provisions contained in the SRA Codes. This letter is often referred to as a **client care letter** and it is common practice for the conveyancer to ask the clients to acknowledge safe receipt. The letter may be accompanied by information leaflets or booklets relevant to the client's transaction (e.g. an advice leaflet outlining the main stages of the conveyancing transaction).

EXAMPLE OF A STANDARD CLIENT CARE LETTER

[Firm's headed notepaper]

[client's name and address]

[date]

Dear [client]

[address of property]

We are writing to thank you for instructing us to act in the sale of your property. We note that the proposed sale price is £..... and that you have no related purchase.

[set out an outline of the instructions and advice.]

We would advise you that the person who will be dealing with your file is..... He is a conveyancer who specialises in conveyancing matters. His assistant..... will also be familiar with your file and will deal with any queries you may have in his absence. The person with overall responsibility for the work is..... She is a partner in the firm and is Head of the Conveyancing Department.

We aim to offer all our clients a friendly and efficient service. Naturally, we hope that you will not have any concerns, but if any do arise and..... is unable to resolve them to your satisfaction, please contact..... who is the partner in overall charge of client care matters.

[Advise the client of the complaints procedure, of the right to complain to the Legal Ombudsman, the right to complain about the service or the bill, and the process for doing so.]

As explained at our meeting, we shall be taking the following steps on your behalf:

[Set out an outline of the work to be done.]

As agreed, the estimated fees for the work will be:

[Set out an outline of the work to be done.]

As agreed, the estimated fees for the work will be:

[Set out an outline of fees (or attach a schedule), including basic fee, VAT and disbursements (expenses such as Land Registry fees).]

The above estimate is based on the factors known to us at this stage and the work reasonably expected in respect of your sale. Should any unforeseen factors arise, making your transaction more complex and/or costly, we shall notify you immediately and before carrying out any further steps. Should your matter not proceed to completion our charges will be a reasonable sum for all work carried out plus VAT and disbursements.

[Insert paragraphs dealing with the firm's terms and conditions of business (may be attached separately) covering items such as service standards, how the firm's services are regulated, regulatory protection, responsibilities of conveyancer and client, hours of business, data protection, the firm's indemnity insurance, money laundering obligations, fees and expenses for cases which do not proceed to completion, retention of file and documents, when payments are due and terminating instructions.]

We would be grateful if you could return the enclosed reply slip to acknowledge safe receipt of our letter and we enclose a return envelope to facilitate this [alternatively ask the clients to return a duplicate of the letter] [some firms may ask clients to sign and return additional enclosed forms and documents at the same time. Examples could include signing and returning a separate terms of business document, a sale or purchase instructions form, a source of funds form or a co-ownership form].

Yours sincerely

[signature]

[Firm name]

Some firms may send the client care information by email, with the terms of business as an attachment. In this case, the email may ask for an acknowledgment, or may simply state that the client's continued instructions are deemed to constitute acceptance of the terms. Firms will each have their own methods, letters and forms, but the net effect of providing client care information and checking that the client accepts the terms of business is the same.

Many conveyancers send their clients a property information form (PIF) and a fittings and contents form for completion and return at this early stage. Sometimes, the forms will be given to clients at the initial interview rather than being sent out. These forms are explained later in this course book. The clients may also be asked to supply any supporting documentation such as guarantees or planning permissions so as to save time later.

The conveyancer will usually write to the buyer's conveyancers at this stage, informing them that they are instructed and that they will be sending them a draft contract and associated documentation in due course.

As a matter of courtesy, the conveyancer may also write to any third party who introduced the client to the firm.

The conveyancer will then move on to obtaining the title documentation. Drafting the sale contract is considered in **Chapter 13**.

CONTINUE

11.2.2.2 Is the land registered or unregistered?

We have seen that the most common way of establishing whether the title is registered or unregistered is for the seller's conveyancer to use the HMLR Portal to check the Map Search service.

Prior to the availability of this service, the seller's conveyancer used to carry out an index map search (SIM). The index map contains information on all land and property that is registered or being registered with HMLR. This facility is available via the Portal or, if making a postal application, using a SIM form.

HMLR keeps a computerised map based on the ordnance survey map. This computerised map provides an index of the land in every registered title and pending application for first registration period any person may apply using form SIM for an official search of the index map. The certificate of result will show whether or not the land searched is registered, the title numbers that are affected and the type of registration that has been disclosed.

An index map search is an essential part of the investigation of title and any transaction involving unregistered land because:

- 1 The land, or part of it, may have been registered already
- 2 A caution against first registration protecting some claim adverse to the title of the applicant may have been registered.

The important difference between the Map Search and the SIM search (other than the Map Search being free) is that the SIM is an official search meaning that HMLR checks the boundaries of the property being searched against and the search result will have the benefit of the indemnity provisions (**Sch 8 LRA 2002**).



Activity

Follow the link below and read HMLR Practice Guide 10: Official search of the index map

 **GOV.UK**



Practice guide 10: official search of the index map

Please note that HM Land Registry's practice guides are aimed primarily at solicitors and other conveyancers. They often deal with complex matters and use legal terms. Not all the land in England and Wales is currently registered. When land is registered it is given a unique reference number, the title number.

READ MORE GOV.UK

CONTINUE

11.2.2.3 Obtaining official copies – registered land

The seller's conveyancer needs to see up-to-date official copies of the register and title plan to draft the contract. They will obtain them from HMLR. If applying by post or DX, they use form OC1, which they send with the required fee. Form OC1 is a standard HMLR form which requires the conveyancer to give details of the title number (if known) and the property. Alternatively, official copies can be obtained electronically via a search provider or electronically from HMLR via the Portal. The official copies will be accompanied (if requested and paid for) by the title plan for the property and any available documents referred to on the registers. HMLR guarantees the accuracy of the official copies it issues.

11.2.2.4 Obtaining title deeds – unregistered land

Some lenders allow conveyancers' firms to request the deeds by email, by completing and submitting a title deeds request form. This contains similar information to that contained in a request letter.

A typical form would contain the following information for the deeds to be released:

- conveyancer's name and reference;
- name and address of borrower(s);
- account number;
- reason for request (e.g. sale of the property); and
- confirmation that the deeds will be held to the order of the lender and returned on demand.

Where the deeds are held by someone other than a lender, the deeds request must be adapted to the circumstances. For instance, if there is no mortgage and the deeds are being held for safekeeping by a bank, a request letter will not ask for a redemption figure.

Similarly, if the deeds are being held personally by the client at home, the letter will be much simpler and less formal.

The following provides an example of a letter to a bank which is storing deeds and which does not have a mortgage over the property.

[Letter headed with firm's details, date, references, etc.]

White Horse Bank plc

[Address and reference]

Dear Sirs,

Re: 55 Merchant's Drive, Trowbridge, Wiltshire, BA14 6JA

Clients: Marija and Alex Conniston (above address)

Account Number SWV16352

We act for the above-named clients in their sale of 55 Merchant's Drive.

We understand from our clients that you are holding the deeds to their property for safekeeping.

Please would you send us the deeds and documents in order that we may progress the sale formalities. We enclose our clients' signed authority for you to release the deeds to this firm. If there are any queries, please do not hesitate to contact Tatjana Ivanovic, who is handling this matter.

Many thanks.

Yours faithfully,

Partingtons LLP

Once the deeds have been received, the conveyancer will **check them**. If there appears to be anything missing, or the incorrect deeds have been sent, this must be queried and rectified. It is obviously important that the contract is drafted using the correct information.

CONTINUE

11.3 Checking the seller's title

Once the seller's conveyancer has the title documentation and the official copies, they must check the seller's title. There are several reasons for doing this.

- 1 They need to confirm that the seller will be able to convey (transfer) what they are going to contract to convey to the buyer. For instance, they must check that the seller is indeed the owner of the whole property they are selling. They also have to check which title guarantee is appropriate.
- 2 They need to check whether there are any problems (defects) in the title, so that they can cater for them when drafting the contract. For instance, if it is apparent that there is a problematic entry on the register, this can be investigated. If the Protocol is being used, conveyancers should update any information contained in the register (e.g. if there has been a change of name or the death of an owner) before sending out the contract package, rather than waiting for the buyer to raise the issue.
- 3 They need to see what incumbrances (matters that burden the title, such as restrictive covenants) exist, so that they can ensure that they are dealt with in the contract.



[CONTINUE](#)

11.4 If there is a mortgage – indicative redemption figure

The conveyancer should ask the lender, if any, to confirm how much remains outstanding. The conveyancer will ask the lender to provide a redemption figure (i.e. the amount required to redeem or pay off the mortgage loan). This is because the loan will usually have to be repaid out of the sale proceeds and the conveyancer needs to check that there will be sufficient money available to repay the loan out of such proceeds. This may be dealt with in the same letter as the request for the title documentation, or it may be dealt with in a separate letter.

It is important for the conveyancer to obtain redemption figures in respect of all loans secured against the property. If there is also, for example, a second mortgage, a redemption figure will need to be obtained in relation to this (in addition to the redemption figure for the first mortgage) so a check can be made to ensure there will be sufficient sale proceeds to redeem both first and second mortgages on completion. If it transpires there is negative equity, this must be discussed with the seller client at this early stage to decide the way forward (e.g. perhaps increasing the sale price).

Chapter 15 contains further details of mortgages, but the following is an example of a standard letter to a mortgage lender requesting the deeds and asking for a redemption figure. The standard letter will normally ask for the “**deeds**” to be sent to the firm, even though these will not be bundles of title deeds in the traditional sense. The lender may hold very little, but will send whatever documents it does hold:

MARTINS
Conveyancers

John Martin
Helen Martin
Don Martin

Quadrant House
(Address)
(Telephone Number)
(email)

(Reference)

(Date)

Shropshire Building Society

Dear Sirs,

Account No: 12345
Borrowers: Susan Menzies and Fiona Warrender
Foxhollows, Craven Hill, Shropshire CH5 7JU

We act for the above named and have been instructed in the sale of their property. We therefore give you notice of intention to redeem the mortgage.

Please will you send us the deeds of the property to enable us to proceed with the sale formalities. We undertake to hold these on behalf of the Society pending completion and to return them to you on demand if requested.

Please will you also let us have an up-to-date redemption figure in respect of our clients' mortgage.

Contracts have not yet been exchanged, but we will notify you of the date of exchange in due course.

Yours faithfully,

Martins

CONTINUE

11.5 Acting for the seller and redeeming a building society mortgage

We will now explain the role of a conveyancer when acting for the buyer or seller in dealing with institutional lenders such as building societies.

Let's look first at the case when the conveyancer is acting for the seller and redeeming the lender's mortgage. Some of these points have been mentioned (in outline) at earlier points in this course book.

If the seller of a property has a mortgage on the property, they will have to redeem it or pay it off before transferring an acceptable title to the buyer. It is essential that the seller's conveyancer ascertains the redemption figure to ensure that the sale price is high enough to repay the loan and all expenses.

Once contracts have been exchanged, the seller's conveyancer will contact the lender for an up-to-date redemption statement. The purpose of this statement is to enable the seller's conveyancer to check how much money will need to be paid to the lender to redeem the mortgage on completion. The conveyancer can then factor this into the financial calculations. This redemption statement may be requested in writing or, in some cases, online directly from the lender. Most firms have a standard letter which is used to request the statement. Whichever method is used, the lender will normally require the following information to be provided (i.e. within a letter or completed in an online form):

- details of the conveyancer's firm, including reference;
- the borrower's name and address;

- the account number;
- the reason for the request (e.g. a redemption on sale of the property); and
- the date to which the redemption figure should be calculated.

After exchange the seller's conveyancer will give an undertaking to the buyer's conveyancer to redeem all specified charges on the Completion Information and Undertakings form (TA13). Completion of this form constitutes a binding undertaking, so the conveyancer must ensure that they have an up-to-date redemption figure before replying and must state clearly which mortgage is being redeemed.

The following diagram provides a summary of the steps to be taken in relation to the mortgage work when acting for the seller and redeeming the seller's existing mortgage. These steps are of course taken in addition to all the normal conveyancing work on the file.

ACTING FOR THE SELLER AND REDEEMING AN EXISTING MORTGAGE

Before exchange

1. Note details of existing mortgage when taking initial instructions from client.
2. Contact lender to obtain title documentation and give notice of intention to redeem mortgage. Ask lender for the current redemption figure to check that there will be sufficient money to redeem the mortgage.

Between exchange and completion

1. Contact lender for up-to-date redemption statement calculated to date of completion with a daily interest rate in case of delays.
2. Reply to questions in TA13 (or equivalent) about mortgage discharge. TA13 may be used to give the discharge undertaking.

3. Prepare form DS1 ready for use on completion (if DS1 is being used for discharge) and prepare any undertaking for handing over on completion (if not already given earlier – e.g. in TA13).

On/after completion

1. Send redemption payment to lender (together with form DS1 if being used).
2. Obtain discharge evidence (DS1 or confirmation of e-discharge).
3. Send executed DS1 to buyer's conveyancer (if used) or confirm e-discharge and obtain release from discharge undertaking.

CONTINUE

11.6 Acting for the buyer

11.6.1 Taking initial instructions

We have seen earlier how important it is to obtain instructions from all sellers. It is just as important to do this in relation to buyer clients. You will recall from **Chapter 6** that a conveyancer must give their buyer clients detailed co-ownership advice if relevant. Please review that chapter if necessary.

The buyer's conveyancer will take instructions in a similar way to those described for the seller. Again, they will carry out a conflict check to ensure that acting for the client(s) will not create a conflict of interest. They will usually use a standard instruction sheet and take the following details:

- full names and addresses of clients;
- identification details;
- contact numbers for clients;
- full address of the purchase property;
- seller's details;
- estate agents (if any);
- existence and whereabouts of the EPC;

- agreed price;
- whether any items are to be purchased for an additional cost;
- details of any included and excluded items (e.g. carpets, curtains or dishwasher);
- details of funding and any mortgage application;
- details of proposed survey report;
- desired completion date;
- whether there is a linked/dependent sale transaction;
- any additional or specific/special instructions; and
- whether joint buyers are to purchase as joint tenants or tenants in common (see [Chapter 6](#)).



Activity

Compare your purchase checklist with the one earlier – how did you do? You can see that at the outset of the transaction, the conveyancer is gathering very practical information about the client and their matter.

The Protocol sets out a list of steps to be taken at the instructions stage (this is stage A of the Protocol). These essentially reflect current good practice. Where the Protocol is adopted, firms must ensure that they consult the Protocol document itself, to ensure compliance with all requirements.

CONTINUE

11.6.2 Funding issues

The client must be fully advised as to the financial aspects of the purchase, and a calculation made to ensure that the client has enough money to purchase the property and to pay all related costs.

The costs of a purchase transaction will include the following.

1

Conveyancer's fees – usually based on a fixed fee (e.g. £800 + VAT).

2

Disbursements – payments to third parties, which the conveyancer has to make during the course of the transaction (i.e. expenses). These do not form part of the firm's profits. Examples of disbursements on a purchase transaction are:

- (a) search fees (see **Chapter 14**);
- (b) stamp duty land tax (or Land Transaction Tax in Wales) (see Chapter 18); and
- (c) HMLR fees (see Chapter 18).

There may be other disbursements depending on the particular transaction. For example, there may be telegraphic transfer (TT) fees where the completion money is to be sent through the banking system on the completion date.

It is common for conveyancers to ask clients to provide a sum of money in advance (called “money on account”) in respect of the search fees, for example, to ask them to pay £250 when the initial client letter is sent.

The client must also be advised that a deposit will be payable on exchange of contracts (see **Chapter 16**). This is typically 10 per cent of the purchase price (although it can be less), and it is important that the client can provide this deposit at the relevant time. The conveyancer must discuss with the client how the deposit is going to be funded (e.g. from the sale of the client's own property, from savings or from a combination of both).

The conveyancer will also ask about the source of funds for the purchase. Where a residential property is being purchased with the aid of a mortgage, the UK Finance Mortgage Lenders' Handbook requires the conveyancer to ascertain the source of the remainder of the purchase price and advise the lender if this is not being provided from the buyer's own funds. It is common for firms to send clients a source of funds form at the same time as sending the client care letter, requesting information about the source of the purchase funding and supporting documentation such as bank statements. This step would be carried out in addition to performing the AML checks and obtaining evidence of identity.

The conveyancer may require further information from the client where some of the purchase funds are being provided from another source. For instance, it is very common nowadays for parents to help their children to buy a house, the so-called “bank of mum and dad”. If parents are providing funds towards the purchase, the conveyancer will want to know whether the parents are actually intending to become co-owners of the property with their child or whether the funds are a gift or a loan. If the funds are intended as a loan, this may need to be formally documented to guard against changes in circumstances on either side. The loan may even need to be secured against the property. It will need to be disclosed to any mortgage lender and the parents may require independent legal advice. If the money is being provided by way of a gift, the conveyancer will normally want the parents to sign a declaration that the money is an unconditional gift and is not repayable and that the parents do not have any interest in the property as a result of the funding.

Again, any lender will need to be notified and instructions in the UK Finance Mortgage Lenders' Handbook must be checked.

CONTINUE

11.6.3 Buyer's survey

We will see that the seller is under a legal obligation to disclose very little about the property that they are selling. In terms of disclosure, the conveyancing system in England and Wales relies on the concept of "**caveat emptor**"; this means "**let the buyer beware**".



Apart from the obligation not to provide incorrect or misleading information and the replies to enquiries, it is largely up to the buyer and their advisers to discover all relevant issues about the

property which might affect the buyer's decision to purchase (or, indeed, a lender's decision to lend). A significant part of the pre-contract work carried out by the buyer's conveyancer involves submitting searches, investigating the title and raising enquiries all of which are intended to gather information about the property prior to legal commitment at the time of exchange.

The seller does not have to disclose physical defects about the property which is why their conveyancer will advise them to have a survey of the property carried out. Let's look at this in more detail.

11.6.3.1 Types of survey

The client should be advised about surveys at an early stage. This is because the maxim **caveat emptor** ("let the buyer beware") applies to conveyancing. This means that it is up to the buyer to make sure that the house they are buying is sound (the phrase often used is that it is up to the buyer to "make sure of their bargain"). They must make sure that there are no physical defects in the property, hence the need for a survey. The conveyancer must ensure that the client understands this, and appreciates why a survey is important. The conveyancer has a professional duty to explain this to the client.

It is also important to appreciate that any survey should be carried out **before** exchange of contracts. A buyer could decide not to proceed if the survey revealed major problems with the physical condition of the property or the buyer could ask the seller to reduce the price to take account of any work which would be required.

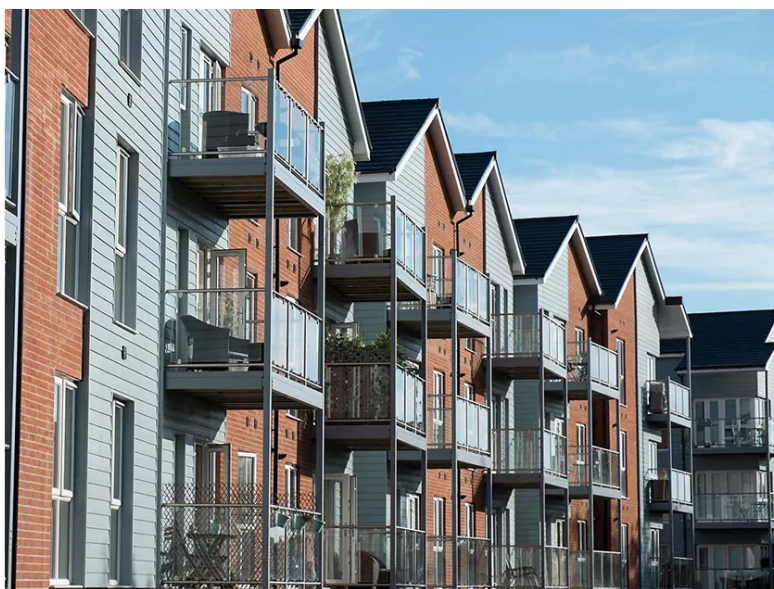
There are several different types of surveys. Where the client is taking out a mortgage to fund the purchase, the lender will carry out a valuation, but this is limited in scope and nature. It is primarily carried out by the lender for its own purposes to ensure that the property provides satisfactory security for the loan. Although the mortgage valuation report is usually paid for by the buyer as part of the mortgage application process, the report is prepared for the lender. Thus, the buyer is not entitled to rely on the mortgage valuation report which is why the buyer's conveyancer is likely to advise their buyer to commission their own survey.

The Royal Institution of Chartered Surveyors (RICS) now describes its surveys in terms of “**Levels**” rather than names. These Levels equate to the types of survey as follows:

Level of RICS survey	Former name of survey
RICS Home Survey Level 1	Condition Report
RICS Home Survey Level 2	HomeBuyer Report (available with or without a valuation)
RICS Home Survey Level 3	Building Survey (full structural survey)

You can view RICS Level 1,2 and 3 specimen survey report forms, for information purposes if wished, at:





RICS Home Surveys

Our series of residential property reports that offer impartial assessments of properties. They also help you adhere to industry best practice standards

READ MORE RICS

The descriptions of the surveys set out what is covered by each type of survey. Generally, **Level 1** surveys are the most basic, **Level 2** surveys include more detail and **Level 3** surveys provide the most detailed examination. The costs of the surveys do, of course, reflect their complexity.

Note that the Residential Property Surveyor's Association (RPSA) also provides home surveys.

11.6.4 Co-ownership advice

Where the clients are buying the property jointly, they will be buying as co-owners. The law relating to co-ownership was explained in **Chapter 6** and it may be helpful to look at this chapter again.

The conveyancer should:

- clearly explain the types of co-ownership (joint tenancy and tenancy in common), and advise on the implications of each, related to the clients' own situation;
- ensure that the clients understand the advice, that they are both in agreement with any decisions, and that there is no conflict of interest between them; and
- record the instructions and advice in writing (e.g. as part of the initial client letter).

The conveyancer must ensure that instructions are obtained from all co-owners. It is not sufficient to rely on instructions from one co-owner, even if they insist that the other co-owner is in agreement.

Co-ownership gives rise to a trust of land, which is governed by the **Trusts of Land and Appointment of Trustees Act 1996 (TLATA 1996)**.

The beneficial interests in the land can be held as joint tenants or tenants in common. Married couples, civil partners or couples in stable relationships are more likely to choose to buy the property as joint tenants (although the specific circumstances may require

otherwise), which means that the property will automatically pass to the other on death. If they wish to leave their respective shares of the property to other people (e.g. leave their share by will to their children from a previous relationship) a tenancy in common will be necessary. Business partners or friends are more likely to buy as tenants in common.

The choice will be stated in the purchase deed (transfer), and there is a specific part of the transfer form that is completed to show whether the parties are buying as joint tenants or tenants in common (see **Chapter 6**). If the parties are buying as beneficial tenants in common, but not in equal shares, this can be specifically stated in the purchase deed (transfer). Where the parties are buying as beneficial tenants in common, it is essential that the conveyancer takes full instructions as to respective contributions and funding.



Activity

Imagine you are acting for Hannah and William who are buying a property for £100,000.

Hannah is contributing £60,000 and William the remaining £40,000.

What co-ownership advice would you give them?

You would advise them to hold the property as tenants in common with Hannah holding 60 per cent and William 40 per cent, due to their differing contributions to the purchase price.

Alternatively, the parties can declare in the transfer that they are holding the land as beneficial tenants in common, but then enter into a separate declaration of trust to state the exact shares. The transfer will then state that they hold the property as tenants in common in the shares set out in a separate deed of trust. If this latter method is adopted, the

conveyancer can draw up a suitable deed of trust as part of the conveyancing work. There will be an extra charge for this. It should be noted that the shares themselves do not appear on the title register because trusts are private arrangements. All that the register entries will show is that there are joint owners and that they either hold as joint tenants or as tenants in common (indicated by the presence or absence of a Form A restriction, as explained in **Chapter 6**).

It is important to remember that HMLR will automatically enter a restriction regarding the joint ownership where two or more people apply to be registered as joint owners unless it is clear from the documents that they will be holding the property on trust for themselves alone as joint tenants.

HMLR has introduced an alternative method of making the declaration of trust by using a form JO (Trust Information) in place of the declaration in the transfer. This form essentially contains the same sort of information that would be included in the declaration in the transfer deed, and would be filed with the Land Registry together with the transfer on registration.

Form JO might be useful, for instance, where the joint buyers have not executed the transfer deed (i.e. where it has only been executed by the seller). Joint buyers need to execute the transfer in order to enter into the declaration of trust. Where the conveyancer does not want to let the transfer executed by the seller leave the office (perhaps because of a lack of time between exchange and completion or they do not want to part with the original transfer by posting it out), they could ask the buyers to sign a form JO. This would then be sent to HMLR on registration along with the transfer and all the other relevant documents such as form AP1.

The same would apply if the declaration of trust box in the transfer was not completed. The declaration of trust could be made on form JO instead and sent to the Land Registry along with the transfer and all other documents on registration.

It should be stressed that form JO is optional, and most trust declarations will be made in the transfer or by way of a deed of trust.

It is very important for the conveyancer to obtain clear instructions about the type of co-ownership that clients wish to select, and to ensure that their wishes are accurately reflected in the conveyancing documentation.

CONTINUE

11.7 Preliminary work for the buyer

The following work will usually be undertaken.

- 1 The conveyancer will **open a file**, obtain a file number and ask the accounts department to open an accounting record. They may attach a checklist to the inside of the file, as previously described.
- 2 They will receive a copy of the memorandum of sale from the **estate agent**. An EPC must also be supplied, either by the agent or the seller's conveyancer.
- 3 They will write to the **client** confirming instructions and providing client care information.
- 4 They may write to any third party who introduced the client to the firm to thank them for making the recommendation.
- 5 They will write to the **conveyancers for the sellers**, confirming their instructions and asking for a draft contract and associated documentation.



Law Explained

In this recording we'll be thinking about why the seller's conveyancer needs to check the seller's title at an early stage of the transaction.



7:15

1x



Audio Transcript

In this recording we'll be thinking about why the seller's conveyancer needs to check the seller's title at an early stage of the transaction.

You may be wondering why this is necessary. After all, it is the buyer who will be purchasing the property and who will own it after completion. Surely, it's the buyer's conveyancer who has to make all the pre-contract searches, enquiries and investigations before advising the buyer to enter into a binding contract?

It is obviously true that the buyer's conveyancer has to take the vital step of thoroughly checking the seller's title as part of the pre-contract work, but the fact remains that the seller's conveyancer must also check the seller's title. So, there is effectively a "double investigation" of title in a conveyancing transaction, although the investigation will be done for different purposes, and from a different angle, on behalf of the respective parties.

For our purposes, we will assume that the seller's title is registered and that it is a freehold title. The seller's conveyancer must obtain evidence of the seller's title once initial instructions have been taken.

The conveyancer will obtain any title documentation from wherever it is held. It might be held by the client at home or perhaps by the client's bank for safekeeping or perhaps by the seller's existing mortgage lender. This documentation is likely to consist of things like a mortgage deed if there is an existing mortgage, copies of the register entries from when the seller originally bought the property and other supporting documents such as planning consents or guarantees.

Once this documentation has been received, the seller's conveyancer must obtain up to date official copies of the register entries and title plan from the Land Registry, either by using postal form OC1 or by electronic means, most commonly through the Land Registry Portal. These up to date official copies will be used to prove the seller's ownership.

Once all the title documentation has been received, the seller's conveyancer must check the title carefully before drafting the contract of sale and preparing the contract package. The seller's conveyancer is looking at the title from the seller's point of view. Remember the seller's conveyancer will have to deduce title to the buyer's conveyancer when the contract package is sent out.

So, what is being checked and why?

The official copies will most importantly confirm whether the seller is the owner of the property. It is clearly vital for the seller's conveyancer to check that the seller owns the whole property that they are going to promise in the contract to transfer to the buyer. Imagine for instance that the conveyancer was instructed by James and Aaron, who said that they were selling their house. If the register entries showed that in fact James was the sole registered proprietor, this would have to be looked into.

The official copies will also give the conveyancer important information which must be taken into account when dealing with the conveyancing work. For instance, that there is a mortgage on the seller's title which must be redeemed during the transaction.

Also remember it is the seller's conveyancer's job to draft the contract of sale. It is very important that the contract is drafted using up to date and accurate information about the seller's title. It is no good using out of date information as the contract may otherwise be inaccurate.

Imagine that the seller originally bought the property in 1999. It would be unacceptable to use the 1999 official copies to draft the contract, as there could have been changes since that date.

One illustrative example is that the seller's conveyancer will need to use the full and accurate property description in the contract and this will be found in the up-to-date official copies. If the property address has changed during the seller's ownership for instance, the up-to-date official copies will now show the latest address. Imagine when the seller bought the property in 1999 it was called "Half Way Down" (as it was half way down the road) and the seller didn't like this name. They decided to change it to "Farm View" in 2010 as they thought it made the property sound more attractive. They would now be selling Farm View, whereas the official copies from when they bought in 1999 would have stated the property description as Half Way Down.

Another example might be that the seller bought a property in 2002 and then subsequently granted a neighbouring landowner a right to use the driveway over their property. Imagine this was done in 2017 by way of the grant of a legal easement in favour of the neighbouring land. If this easement was registered on the seller's title register in 2017, it would obviously not appear in the 2002 official copies, but it would have to be included in the contract to the buyer as it is an incumbrance which now burdens the property.

The register entries will assist the conveyancer in drafting the contract. For instance, the register will contain the title number which is unique to the seller's registered title. This must be accurately stated in the contract.

If the seller's conveyancer could see, for example, that there was a restrictive covenant in the charges register of the seller's title (perhaps for instance, a covenant not to carry on a business from the

house), this would need to be mentioned in the contract as an incumbrance burdening the seller's land, which will be binding on the buyer.

If there are inaccuracies, these will inevitably lead to the buyer's conveyancer raising queries at a later date, possibly resulting in delay and additional costs. The buyer's conveyancer isn't going to advise the buyer to enter into a binding contract without everything being satisfactory! Serious errors in the contract could also have legal consequences for the seller.

Similarly, the seller's conveyancer needs to spot any issues which require attention before the contract is drafted and the contract package is assembled. The seller's conveyancer will be alerted to any issues which the buyer's conveyancer is bound to raise at a later date. It may be possible for the seller's conveyancer to do something about these at this early stage, so as to smooth the passage of the transaction as it progresses.

Imagine for example that the sellers who instructed the conveyancer are called Darren and Salma Walsh, but that the official copies show them as Darren Walsh and Salma Prince. If the reason is that that Darren and Salma have married since the purchase, the conveyancer would be able to cater for this in advance, to avoid this being queried by the buyer's conveyancer later on. If the Protocol is being followed, the seller's conveyancer should in fact update Salma's name on the register before the contract package is sent out. If this is not done however, the seller's conveyancer could include the marriage certificate in the package to evidence the reason for the name difference.

Another example might be where the seller's conveyancer can see that the title in the official copies is possessory title, an inferior class of title to absolute title. The seller's conveyancer might anticipate that the buyer's conveyancer will ask for this title to be upgraded before it is acceptable.

If the seller's conveyancer can see that there is a restriction in the register entries, this can also be taken into account beforehand as the conveyancer will be able to anticipate any steps required to deal with the restriction, in order to satisfy the buyer's conveyancer. For instance, if there is a Form A restriction and the seller is the sole survivor of beneficial tenants in common, the seller's conveyancer will know that the buyer's conveyancer will require the appointment of a second trustee to sell with the seller, in order for overreaching to take place.

If the seller's conveyancer can see that an issue is a problem that can't be resolved, it may be possible to cater for this by adding a term to the contract so as to make the title acceptable to the buyer, for example by saying the buyer must take the title as it stands, but that a title indemnity insurance policy will be provided.

I hope that this brief overview helps to explain why the seller's conveyancer also has to look carefully at the seller client's title and why they cannot simply leave it to the buyer's conveyancer to deal with!

CONTINUE

Knowledge check

This knowledge check is a self-assessment to see how well you understood the content of this chapter and it does not count towards your course mark.

There are 2 questions in this knowledge check.

1. Where two people are buying a property together, which of the following statements is correct?

- ☐ a. If it is not clear from the documentation, HMLR will enter a Form A restriction so that the property will be treated as being owned by tenants in common
- ☐ b. If it is not clear from the documentation, HMLR will enter a Form A restriction so that the property will be treated as being owned by joint tenants

SUBMIT



Complete the content above before moving on.

2. Match the HMLR form numbers with the relevant searches:



OC1

Index map search



SIM

Official copies

SUBMIT



Complete the content above before moving on.

11.8 Chapter summary

(1) A seller has a legal duty to commission an EPC when a property is marketed and to produce it to a prospective buyer at the earliest possible opportunity; the EPC gives the home an energy efficiency rating. The EPC is valid for 10 years.

(2) The Green Deal plan was a government backed scheme to provide finance to homeowners to make energy efficiency improvements to properties; the scheme has finished but existing loans remain valid.

(3) A seller's conveyancer should take full instructions from all sellers at the beginning of a transaction and, in particular, ensure that the sale price is sufficient to pay off all mortgages (if

any) registered on the charges register against the property; they will do this by obtaining an indicative redemption figure.

(4) A seller's conveyancer will download a copy of the seller's register of title and title plan and will draft the sale contract and send this together with associated documents to the buyer's conveyancer.

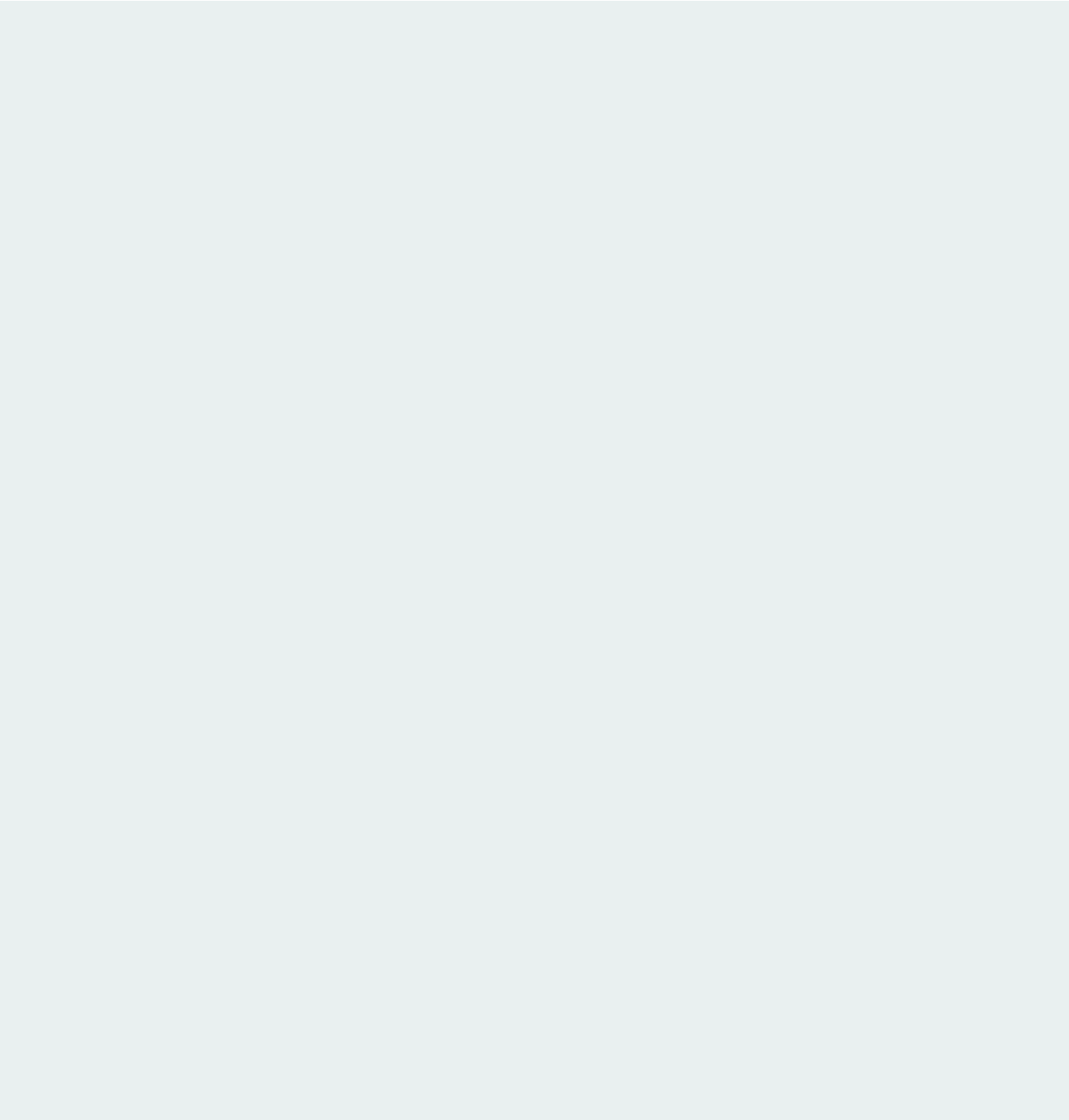
(5) The buyer's conveyancer should take full instructions from all buyers at the beginning of a transaction and understand how the buyer proposes funding the purchase price – this is very often a combination of sale proceeds if the buyer has a related sale, cash and a mortgage loan from an institutional lender, such as a bank or building society.

(6) The buyer's conveyancer will advise the buyer to have a survey of the property carried out.

(7) The buyer's conveyancer will give co-ownership advice; should the buyers hold the beneficial interest as joint tenants or tenants in common? HMLR will automatically add a Form A restriction to the proprietorship if the application for registration is not clear as to the co-ownership declaration.

CONTINUE

11.9 Sample EPC



Energy Performance Certificate (EPC)



17 Any Street, District, Any Town, B5 5XX

Dwelling type: Detached house
Date of assessment: 15 August 2011
Date of certificate: 13 March 2012

Reference number: 0919-9628-8430-2785-5996
Type of assessment: RdSAP, existing dwelling
Total floor area: 165 m²

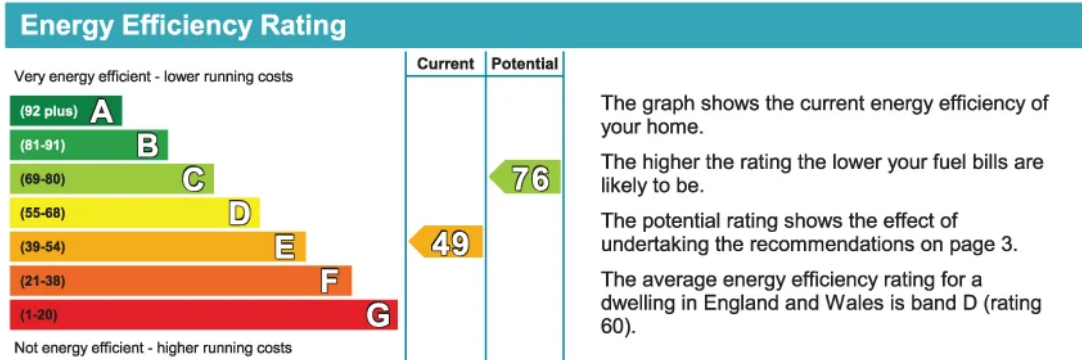
Use this document to:

- Compare current ratings of properties to see which properties are more energy efficient
- Find out how you can save energy and money by installing improvement measures

Estimated energy costs of dwelling for 3 years	£5,367
Over 3 years you could save	£2,865

Estimated energy costs of this home			
	Current costs	Potential costs	Potential future savings
Lighting	£375 over 3 years	£207 over 3 years	
Heating	£4,443 over 3 years	£2,073 over 3 years	
Hot water	£549 over 3 years	£222 over 3 years	
Totals:	£5,367	£2,502	

These figures show how much the average household would spend in this property for heating, lighting and hot water. This excludes energy use for running appliances like TVs, computers and cookers, and any electricity generated by microgeneration.



Top actions you can take to save money and make your home more efficient

Recommended measures	Indicative cost	Typical savings over 3 years	Available with Green Deal
1 Increase loft insulation to 270 mm	£100 - £350	£141	✓
2 Cavity wall insulation	£500 - £1,500	£537	✓
3 Draught proofing	£80 - £120	£78	✓

See page 3 for a full list of recommendations for this property.

To find out more about the recommended measures and other actions you could take today to save money, visit www.direct.gov.uk/savingenergy or call 0300 123 1234 (standard national rate). When the Green Deal launches, it may allow you to make your home warmer and cheaper to run at no up-front cost.

17 Any Street, District, Any Town, B5 5XX
13 March 2012 RRN: 0919-9628-8430-2785-5996

Energy Performance Certificate

Summary of this home's energy performance related features

Element	Description	Energy Efficiency
Walls	Cavity wall, as built, partial insulation (assumed)	★ ★ ★ ☆ ☆
Roof	Pitched, 75 mm loft insulation	★ ★ ★ ☆ ☆
Floor	Solid, no insulation (assumed)	—
Windows	Partial double glazing	★ ★ ☆ ☆ ☆
Main heating	Boiler and radiators, mains gas	★ ★ ★ ☆ ☆
Main heating controls	Programmer, room thermostat and TRVs	★ ★ ★ ★ ☆
Secondary heating	None	—
Hot water	From main system	★ ★ ★ ☆ ☆
Lighting	Low energy lighting in 17% of fixed outlets	★ ★ ☆ ☆ ☆

Current primary energy use per square metre of floor area: 298 kWh/m² per year

The assessment does not take into consideration the physical condition of any element. 'Assumed' means that the insulation could not be inspected and an assumption has been made in the methodology based on age and type of construction.

Low and zero carbon energy sources

Low and zero carbon energy sources are sources of energy that release either very little or no carbon dioxide into the atmosphere when they are used. Installing these sources may help reduce energy bills as well as cutting carbon. There are none provided for this home.

Opportunity to benefit from a Green Deal on this property

When the Green Deal launches, it may enable tenants or owners to improve the property they live in to make it more energy efficient, more comfortable and cheaper to run, without having to pay for the work upfront. To see which measures are recommended for this property, please turn to page 3. You can choose which measures you want and ask for a quote from an authorised Green Deal provider. They will organise installation by an authorised installer. You pay for the improvements over time through your electricity bill, at a level no greater than the estimated savings to energy bills. If you move home, the Green Deal charge stays with the property and the repayments pass to the new bill payer.

For householders in receipt of income-related benefits, additional help may be available.

To find out more, visit www.direct.gov.uk/savingenergy or call 0300 123 1234.



17 Any Street, District, Any Town, B5 5XX
13 March 2012 RRN: 0919-9628-8430-2785-5996

Energy Performance Certificate

Recommendations

The measures below will improve the energy performance of your dwelling. The performance ratings after improvements listed below are cumulative; that is, they assume the improvements have been installed in the order that they appear in the table. Further information about the recommended measures and other simple actions you could take today to save money is available at www.direct.gov.uk/savingenergy. Before installing measures, you should make sure you have secured the appropriate permissions, where necessary. Such permissions might include permission from your landlord (if you are a tenant) or approval under Building Regulations for certain types of work.

Measures with a green tick  are likely to be fully financed through the Green Deal, when the scheme launches, since the cost of the measures should be covered by the energy they save. Additional support may be available for homes where solid wall insulation is recommended. If you want to take up measures with an orange tick , be aware you may need to contribute some payment up-front.

Recommended measures	Indicative cost	Typical savings per year	Rating after improvement	Green Deal finance
Increase loft insulation to 270 mm	£100 - £350	£47		
Cavity wall insulation	£500 - £1,500	£179		
Draught proofing	£80 - £120	£26		
Low energy lighting for all fixed outlets	£50	£43		
Replace boiler with new condensing boiler	£2,200 - £3,000	£339		
Solar water heating	£4,000 - £6,000	£34		
Replace single glazed windows with low-E double glazing	£3,300 - £6,500	£41		

Alternative measures

There are alternative measures below which you could also consider for your home.

- External insulation with cavity wall insulation
- Biomass boiler (Exempted Appliance if in Smoke Control Area)
- Air or ground source heat pump
- Micro CHP

Choosing the right package

Visit www.epcadviser.direct.gov.uk, our online tool which uses information from this EPC to show you how to save money on your fuel bills. You can use this tool to personalise your Green Deal package.

Directgov
Public services all in one place

Green Deal package	Typical annual savings
Loft insulation	Total savings of £587
Cavity wall insulation	
Draught proofing	
Condensing boiler	
Electricity/gas/other fuel savings	£0 / £587 / £0

You could finance this package of measures under the Green Deal. It could **save you £587 a year** in energy costs, based on typical energy use. Some or all of this saving would be recouped through the charge on your bill.

Document 1: Energy Performance Certificate

17 Any Street, District, Any Town, B5 5XX
13 March 2012 RRN: 0919-9628-8430-2785-5996

Energy Performance Certificate

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by AAA Energy Assessors Ltd. You can get contact details of the accreditation scheme at www.aaa.co.uk, together with details of their procedures for confirming authenticity of a certificate and for making a complaint. A copy of this EPC has been lodged on a national register. It will be publicly available and some of the underlying data may be shared with others for the purposes of research, compliance and direct mailing of relevant energy efficiency information. The current property owner and/or tenant may opt out of having this information disclosed.

Assessor's accreditation number: AAA_123456
Assessor's name: John Smith
Phone number: 030 5555 1234
E-mail address: john.smith@isp.net
Related party disclosure: No related party

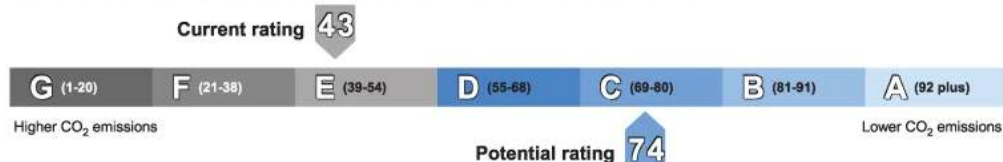
Further information about Energy Performance Certificates can be found under Frequently Asked Questions at www.epcregister.com.

About the impact of buildings on the environment

One of the biggest contributors to global warming is carbon dioxide. The energy we use for heating, lighting and power in homes produces over a quarter of the UK's carbon dioxide emissions.

The average household causes about 6 tonnes of carbon dioxide every year. Based on this assessment, your home currently produces approximately 9.5 tonnes of carbon dioxide every year. Adopting the recommendations in this report can reduce emissions and protect the environment. If you were to install these recommendations you could reduce this amount by 5.5 tonnes per year. You could reduce emissions even more by switching to renewable energy sources.

The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating the less impact it has on the environment.



Your home's heat demand

For most homes, the vast majority of energy costs derive from heating the home. Where applicable, this table shows the energy that could be saved in this property by insulating the loft and walls, based on typical energy use (shown within brackets as it is a reduction in energy use).

Heat demand	Existing dwelling	Impact of loft insulation	Impact of cavity wall insulation	Impact of solid wall insulation
Space heating (kWh per year)	22,154	(1179)	(4535)	N/A
Water heating (kWh per year)	2,792			

Addendum

This dwelling may have narrow cavities and so requires further investigation to determine which type of cavity wall insulation is best suited.

You have completed Chapter 11.

EXIT