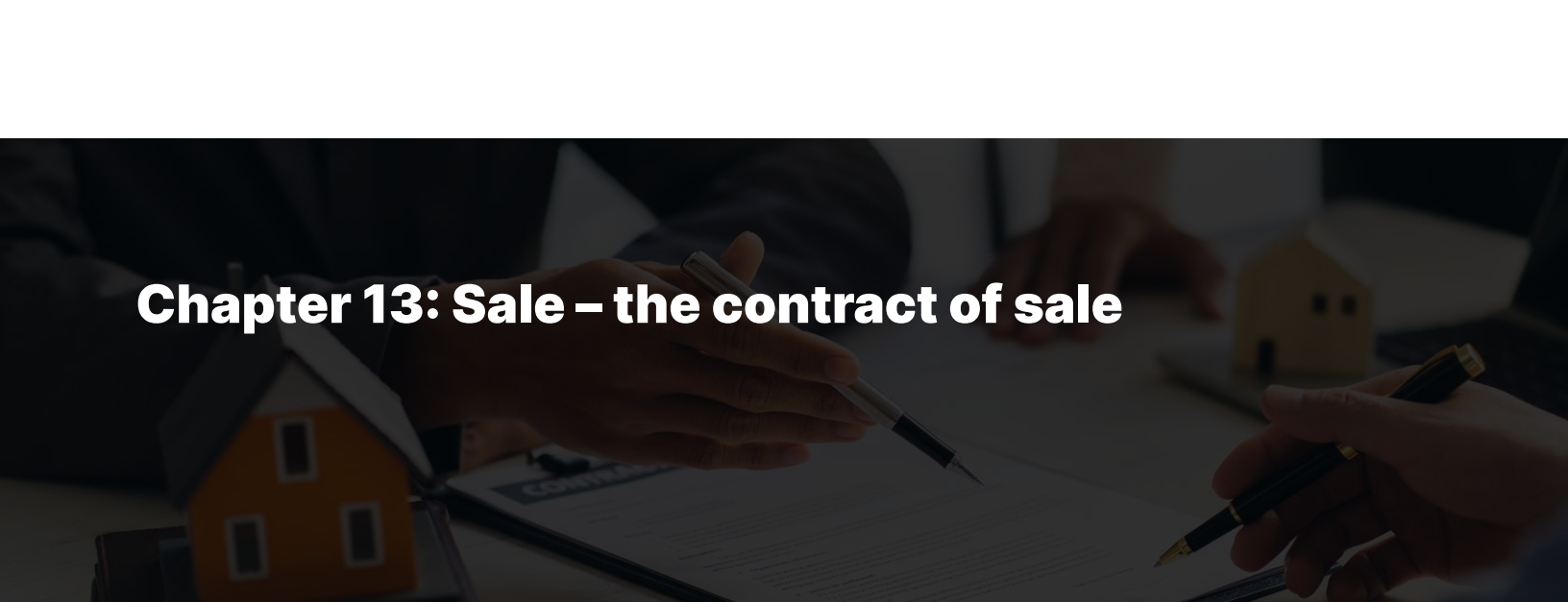




Chapter 13: Sale – the contract of sale

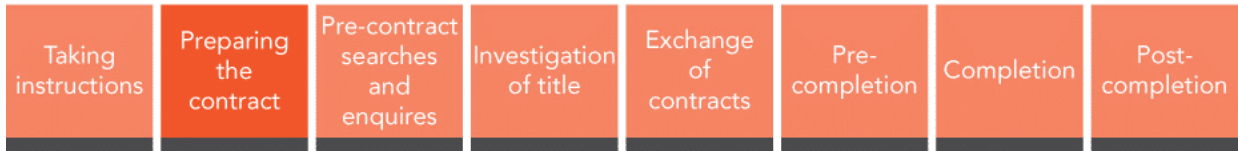
- ≡ **Aims of this Chapter**
- ≡ **13.1 The seller's duty of disclosure**
- ≡ **13.2 The contract of sale**
- ≡ **13.3 The deposit**
- ≡ **13.4 The non-owning occupier**
- ≡ **13.5 The pre-contract package**
- ≡ **Knowledge check**
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- ≡ **13.7 Property information form**
- ≡ **13.8 Blank form of contract**
- ≡ **13.9 Fittings and content form**

Aims of this Chapter

Once initial instructions have been taken, and initial letters or emails have been written, the transaction will progress to the next stage. The seller's conveyancer will draft a contract of sale, which they will send to the buyer's conveyancer for approval. This will be accompanied by relevant documentation and information about the property, in the form of a pre-contract package.

This chapter will cover:

- the steps to be taken by the seller's conveyancer prior to drafting the contract
- the form and content of the contract
- the pre-contract package, and
- how to draft a contract for a registered freehold transaction.



CONTINUE

13.1 The seller's duty of disclosure

In a contract for the sale of land, there is an implied term that the seller is selling free from incumbrances (burdens on the land). Accordingly, the seller must reveal incumbrances to which the property is subject in the contract. If they do not do so, the buyer might have the right to end the contract after exchange and claim damages. As we have seen, a property purchase in England and Wales rests on the principle of “**caveat emptor**”. This means “**let the buyer beware**” and that what issues the seller is legally obliged to disclose in the contract is very limited.

"latent" defects

The seller is under a duty to disclose "latent" defects in the title. This is a defect that is not apparent from an inspection of the property and an example might be a dispute with a neighbour or a restrictive covenant period.

"patent" defects

A seller is **not** under a duty to disclose a "patent" defect. This is a defect which is discoverable from inspection of the property; a right-of-way would be an example if the existence of it can be seen in the form of a path or driveway over the land.

physical defects

The seller is **not** obliged to disclose those matters which can be discovered by a physical inspection of the property. Physical defects in the property also do not fall within the duty of disclosure. This is why as we have seen; a buyer's conveyancer will

The seller must, however, be careful because, although what they are legally obliged to disclose to the seller in the contract is very limited, there is a much greater risk for the seller when completing the property information form and answering the buyer's pre-contract enquiries. If a seller misrepresents the situation (either by statement or omission) and the buyer relies on this representation to enter into the contract, the buyer may sue the seller in misrepresentation.

You have seen that the seller's conveyancer will send the property information form and Fittings and Contents form to their seller client at the beginning of the transaction to complete and return. These are forms issued under the Law Society Conveyancing Protocol and form part of the contract package. You can see a Property Information Form at the end of this chapter (**13.7**).



Activity

You have already obtained and read the forms and can see that they are designed to be completed by a layperson and are written in straightforward language. The property information form gives a buyer practical information about a property on issues such as: boundaries, disputes, occupiers, planning and utilities.

When sending the Protocol forms (or pre-contract enquiries) to the seller client, their conveyancer should remind their client that they should answer all questions fully and comprehensively whether or not these responses may be adverse and perhaps deter a

buyer from purchasing the property. A seller must understand that a buyer might be able to withdraw from the transaction and sue the seller if the seller is not truthful in providing information on these forms.

In March 2024, the Law Society introduced a new version of the Property Information Form: (5th edition) (2024).

The Law Society states as follows:

'The updated form includes the information the National Trading Standards Estate and Letting Agency Team (NTSELAT) says should be disclosed on property listings in its material information in property listings (sales) guidance.

The fifth edition of the TA6 Property Information Form is published as a single form in two parts:

- ***Part 1 provides the material information needed by estate agents to market a property. Some of this information will also be used by solicitors and conveyancers in the conveyancing process***
 - ***Part 2 asks supplementary questions, providing additional information that may be required for the conveyancing process.'***
-

We referred to Material Information in **Chapter 11**.

The Law Society expects CQS accredited firms to use the updated form from 15 January 2025.



Link to Practice

The new form has proved controversial as it includes questions on issues which sellers have not historically been required to comment on, such as: building safety and coastal erosion. These are areas which many practitioners feel are covered by the caveat emptor principle and which it is not appropriate for sellers to comment upon.

This is a fast moving area and you should check the most up to date version of the form that is in use and the attitude of your firm to the 5th edition of the form.

You can read more about the form by following this link:

[TA6 Property information form \(6th edition\) \(2025\) | The Law Society](#)

CONTINUE

13.2 The contract of sale

13.2.1 The form of the contract

The contract must comply with **s2 Law of Property (Miscellaneous Provisions) Act 1989 (LP(MP)A 1989)**, which provides that a contract for the sale of land must be in writing, incorporate all the terms agreed between the parties and be signed by, or on behalf of, each party. In residential conveyancing matters, such as the transactions discussed in this unit, the contract is prepared in two identical parts. Each part contains all the agreed terms. One copy is signed by the seller, the other copy by the buyer. This practice complies with **s2** requirements. The contract form used for most residential transactions is the **Contract Incorporating the Standard Conditions of Sale (Fifth Edition – 2018 Revision)**.

Alternatively, less commonly, conveyancers may draft their own contracts incorporating the Standard Conditions. A similar form is called the Standard Commercial Property Conditions, which is available for use in commercial property transactions.

This course book deals with the Standard Conditions of Sale (Fifth Edition – 2018 Revision) form. Refer to the blank form of contract at the end of this chapter (**13.8**).

HOW TO COMPLETE THE CONTRACT OF SALE FOR REGISTERED FREEHOLD LAND

Remember that official copies of the register are used for drafting. You have downloaded a copy of the contract – look at it as you read this section.

Front page

This contains a box for the conveyancer's use, to record the details of exchange. This does not form part of the contract itself. Alternatively, conveyancers sometimes record the details of the exchange at the bottom of the first page. Again, this is not part of the contract but is there so that there is an accurate record. For instance, they might write something like "*Contracts exchanged at 2.30 pm on 24 April 2024 using Law Society Formula B*".

Date: this is left blank when the contract is drafted and is filled in on exchange.

Details of the seller(s): names and addresses including postcodes.

Details of the buyer(s): names and addresses including postcodes.

Property details: state that the property is freehold (leasehold will be deleted) and also provide a short property description, usually the full postal address.

Title details: state that there is a title number (root of title will be deleted) and provide the title number itself.

Specified incumbrances: these would usually be referenced to the register, which contains details of incumbrances (e.g. restrictive covenants and easements).

Care should be taken to exclude any entries that are not going to be applicable (e.g. an entry concerning the seller's existing mortgage which is going to be paid off so that the sale is not subject to it).

One way of doing this is to say "*The matters contained in the register of the above title (save for financial charges)*", which will exclude current mortgages.

Title guarantee: this is stipulated as "**full**" or "**limited**".

Completion date: this is not completed when drafting, but will usually be inserted on exchange.

Contract rate: a rate of interest, inserted in the contract, usually approximately 4 per cent above base rate. This interest rate is relevant where the contract provides for additional sums to be paid by one party to the other in the event of certain problems (e.g. where one party delays completion beyond the agreed date). This may either be stated as a rate linked to a named bank or simply stated as "*the Law Society's interest rate*".

Purchase price: is inserted.

Deposit: is inserted. The usual deposit is 10 per cent of the purchase price.

Contents price: where separate amounts are payable in respect of “extras” such as carpets or furnishings, this figure will be stated here.

Balance: the balance of the purchase price, after allowing for deposit and contents.

Space for signature: the parties will sign their respective parts of the contract in the box provided.

Middle Pages: Standard Conditions of Sale – see later.

Back Page: Special Conditions of Sale and details of the parties’ conveyancers.

The standard contract form contains some pre-printed special conditions.

Condition 3 will be relevant in relation to fixtures and fittings being included or excluded from the sale. The special condition refers to an attached list and it is common to attach the fittings and contents form to the contract so that it forms part of the contract itself.

Condition 4 should be completed as appropriate (in the context of this unit, it will state that the property is sold with vacant possession, and the alternative regarding leases and tenancies will be deleted).

Pre-printed **condition 5** relates to the time of completion, and can be completed to allow the parties to specify a time other than 2.00 pm in order to identify the day on which completion is to be treated as taking place for the purposes of the late completion compensation provisions.

Pre-printed **condition 6** relates to misrepresentation.

Pre-printed **condition 7** is a standard occupier’s consent clause. This can be completed if necessary, depending on the circumstances of the transaction.



Link to Practice

Additional special conditions can be drafted and added by the conveyancers, if the seller and the buyer agree on other points that are relevant to the transaction.

Special conditions may be included on the back page of the contract form.

These may be used to override the standard conditions, for example, to provide that the seller agrees to accept a 5 per cent deposit.

They may also be used to deal with matters not provided for by the Standard Conditions, for example, that certain contents are included in the sale.

CONTINUE

13.2.2 The Standard Conditions of Sale (SCS)

These are pre-printed conditions, contained in the inner pages of the agreement. They apply to the transaction in their printed state, unless amended by another term of the contract (usually by way of a special condition on the back page). In the event of a dispute between general and special conditions, the latter prevail.

Examples of important Standard Conditions are as follows.

SCS 1

SCS 1 defines the terms used in the general conditions.

SCS 2

SCS 2 governs the formation of the contract and contains clauses dealing with the deposit, for example, that the deposit is to be 10 per cent of the purchase price (this may be varied).

SCS 3

SCS 3 governs the disclosure of incumbrances by the seller.

SCS 4

SCS 4 is an especially important condition. It governs the time limits for deducing and investigating title to the property, for example, for sending evidence of title to the buyer, for raising requisitions and for submitting the draft purchase deed. It also contains

SCS 5

SCS 5 deals with responsibility for the property pending completion, and insurance.

SCS 6

SCS 6 deals with the timing and mechanics of completion (the date, the place, the time, the amounts payable, the means of payment).

SCS 7

SCS 7 deals with the available remedies for breach of contract, for example, for late completion or for errors and omissions. If completion is delayed, it does not (without further steps which are not considered in this unit) enable the “innocent” party to rescind

CONTINUE

13.2.3 Title guarantees

The contract will state the type of title guarantee to be given from seller to buyer. Title guarantees are dealt with under the **Law of Property (Miscellaneous Provisions) Act 1994**.

The “**guarantee**” is nothing to do with a survey or the structure of the property, but relates to the title itself. When a property is sold, the seller gives the buyer various **implied covenants** (promises). The main purpose of these covenants is to ensure that the buyer can sue the seller if, for some reason, the buyer discovers, after completion, that they have been given an unexpectedly defective title (this is rare in practice, especially in the case of registered land). The implied covenants given by the seller are termed the **title guarantee**. A buyer would prefer to receive full title guarantee, whereas a seller would prefer to give no title guarantee. Buyers should insist on receiving full title guarantee whenever possible. In general, limited guarantee is normally encountered where there is a sale by a third party such as a mortgage lender, an executor (following a death) or a trustee.

If stated to be selling with **full** title guarantee, the seller will be deemed to give the buyer implied covenants for title:

- that the seller has a right to dispose of the property and will do everything they reasonably can to give title to the buyer;
- that the property is sold free from undisclosed charges or adverse interests; and
- in the case of a leasehold property, that the lease is valid and subsisting and is not liable to forfeiture (leases are not considered in this unit).

If stated to be selling with **limited** title guarantee, the seller will be deemed to give the buyer similar covenants for title but does **not** guarantee that the property is free from charges and adverse interests. They only covenant that no charges or interests have been created since the last sale of the property (usually when the seller bought).



Link to Practice

Do not confuse the title guarantee with the HMLR class of title such as absolute or possessory title, which is shown in the register entries.

The HMLR class of title relates to the quality of the title awarded by HMLR on first registration and the extent of the state guarantee of title.

The title guarantee relates to implied covenants given from seller to buyer which give possible remedies where the buyer discovers they have been given a defective title. The type of title guarantee to be given from a seller to a buyer is stated on the front page of the contract and the transfer deed then contains the title guarantee which was agreed in the contract (the transfer is considered in **Chapter 17**).

CONTINUE

13.3 The deposit

The deposit is provided for in the contract. The usual deposit is 10 per cent of the purchase price (SCS 2), but the contract may vary this. Sometimes, it is possible (e.g. where the buyer is obtaining a mortgage to cover most of the price) to negotiate a reduced deposit.

The buyer's conveyancer must consider how the deposit is to be held by the seller. This is known as the capacity of the seller. It affects the ways in which the deposit can be used.



Normally, where there is no related purchase, the contract requires that the deposit is held by the seller's conveyancer as a **stakeholder**. This means that the seller's conveyancer holds

it in a neutral position pending completion and must not part with it. Therefore, it cannot be used by the seller for the deposit on any related purchase (i.e. on any home the seller is now buying) or for any other reason. The deposit is held by the seller's conveyancer until one party becomes entitled to it. This will normally be the seller at completion, but if something goes wrong and the deposit becomes refundable, it will be returned to the buyer's conveyancer without question. This capacity is usually viewed as being disadvantageous to the seller (because they cannot access it immediately), but advantageous to the buyer who knows that the money is safely held in the firm's bank account and is recoverable in the event that the sale goes off due to the seller's default.

Alternatively, the seller's conveyancer may hold a deposit in the capacity of **agent for the seller**. This means that the seller's conveyancer can release the deposit money to the seller, who can use the money for any purpose they wish (e.g. for the deposit on a related purchase). This may cause problems where the seller defaults on completion, as the buyer may then have difficulty in recovering the money (e.g. if the seller is insolvent).

There is a compromise provided by the SCS. SCS 2.2.5 allows the deposit to be held by the seller's conveyancer as agent insofar as it is needed for any related residential purchase in England and Wales. This means that all or part of the deposit can be used by the seller for such a related purchase provided that in such a purchase the deposit will be held on the same terms. Any sums not so required must be held by the seller's conveyancer as stakeholder in accordance with SCS 2.2.6. So even if a deposit is passed along a chain of related purchase transactions, it will ultimately be held by a conveyancer as stakeholder. Due to these provisions in the SCS, sale deposits are routinely used in practice for related purchase deposits.



Link to Practice

The Protocol requires use of the latest edition of the SCS – currently the 5th edition – 2018 revision.

Amendments and additions are permitted, but the Protocol makes it clear that the addition of further clauses is discouraged. It states that they should only be included where absolutely necessary for

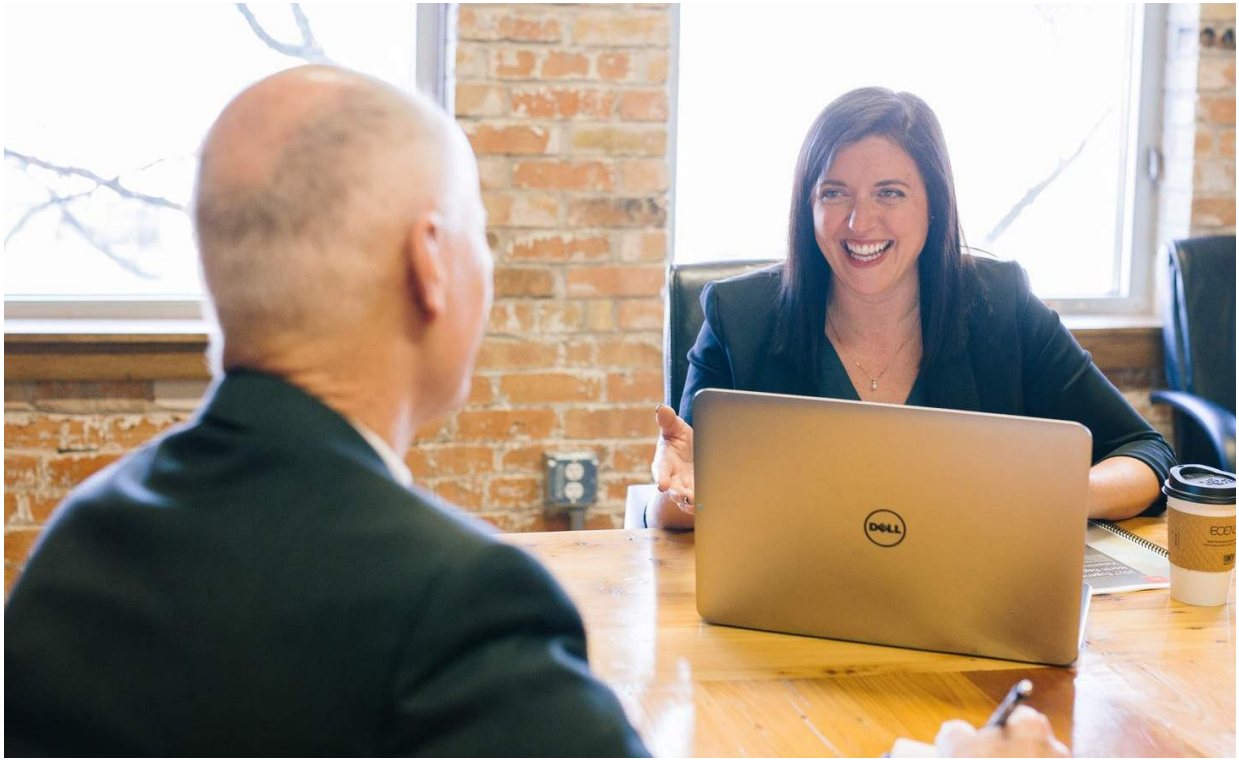
the purposes of the transaction. This represents an attempt to streamline the conveyancing process and to avoid contracts (as had become increasingly common) containing numerous additional clauses introduced by way of special conditions.

CONTINUE

13.4 The non-owning occupier

We have seen that the seller and buyer's conveyancer must be wary of a non-owning occupier on a sale; that is an adult who is living in a property which is being sold but who does not appear on the registered title. A common example would be a parent of one of the registered proprietors or an adult child.

The seller will indicate who occupies the property on the property information form. Both conveyancers should check this carefully. You will remember that the seller's conveyancer must ensure that they do not advise the non-owning occupier because they risk a conflict-of-interest with their seller client. The buyer's conveyancer will be concerned on behalf of their buyer client to ensure that the buyer secures vacant possession of the property on completion. Thus, they will ensure that the non-owning occupier has completed and signed special condition seven of the contract whereby the occupier will confirm that they will move out of the property on completion. If there is any doubt as to the legal position of the non-owning occupier, they should take independent legal advice and the buyer's conveyancer should not proceed to exchange of contracts until they are satisfied that the non-owning occupier will move out on completion.



[CONTINUE](#)

13.5 The pre-contract package

The draft contract is usually sent to the buyer's conveyancers as part of a pre-contract package. This means that it is accompanied by other documents.

13.5.1 Contents of the pre-contract package

The pre-contract package will contain, as a minimum, two copies of the draft contract and evidence of the seller's title.

Most pre-contract packages contain much more information than this. In transactions where the Law Society Conveyancing Protocol is being used, the Protocol sets out the required contents of the pre-contract package, but most non-Protocol packages will follow similar lines. The Protocol refers to the pre-contract package as the contract bundle.

The Protocol package must contain the following in respect of a registered freehold property.

13.5.1.1 Draft contract in duplicate

In Protocol cases, this must incorporate the latest edition of the SCS.

13.5.1.2 Evidence of title

Evidence of title, that is, official copies of the register of title and title plan, together with copies of any filed documents and any other documents upon which the buyer can reasonably be expected to rely, in order to be satisfied as to the title (e.g. a grant of probate where this was relevant to the title). Where the Protocol is used, the register entries must be less than six months old at the time of submitting the contract package. Also, under the Protocol, any information which requires updating (e.g. changes of name) should have been rectified before sending the official copies.

13.5.1.3 Seller's property information form

The seller's property information form contains much useful information about the property, and covers areas such as boundaries, disputes, guarantees, planning and services. The seller normally completes the form, which is usually given to the seller client at an early stage of the transaction (e.g. with the initial letter from the firm) to complete and return.

13.5.1.4 Fittings and contents form

Again, this will normally be given to the seller client to complete and return. It sets out what is included in the sale, and what is excluded (e.g. wall heaters, light switches, satellite dishes, door knockers, garden ornaments, dustbins and carpets). The fittings and contents form will be attached to the contract. Refer to the form at the end of this chapter (**13.9**).



Link to Practice

The use of form TA10 (or an equivalent list) can help to avoid disputes about fixtures and fittings, such as the unexpected removal of items on completion which the buyer had thought were included. Disputes over fixtures and fittings can be disproportionately costly and difficult to sort out and are clearly undesirable. It is better to have certainty in practice as to exactly what is included and what is excluded from the sale.

Where the sale is to include (or where the buyer is to pay an additional price for) a “**non-routine**” specific item as part of the transaction, such as a valuable chandelier or piece of antique furniture, it may be preferable to deal with this by way of special condition in the contract rather than using the form for this item.

Similarly, it may also be sensible to use a special condition where a specific “non-routine” fixture is excluded from the sale. For example, if the seller was removing a stone fireplace from the sitting room, a special condition could state: “*The seller will remove prior to completion from the property the stone fireplace situated in the sitting room and will make good any damage caused*”.

Other documents which will be sent with the contract package if relevant are:

1

Copies of planning permissions and any related planning documents relating to the property, copies of any other relevant documents such as guarantees (e.g. relating to a new damp course or a new driveway).

2

If provided by the seller (e.g. as opposed to by the estate agent directly), the Energy Performance Certificate (EPC).

3

The Protocol suggests that the seller’s conveyancer may consider including a draft transfer in the package. This is not mandatory but it may save time later in the transaction. This suggestion does reflect modern practice where it is becoming increasingly common for the seller’s conveyancer to provide a draft transfer at contract stage.

There are additional requirements for a pre-contract package when a property has unregistered title, or where it is a leasehold transaction. These are not considered in this course book.

13.5.2 Sending the package to the buyer's conveyancer

The seller's conveyancer will send out the pre-contract package by post or by email.

The Protocol contains specific instructions where the package is sent out by email. It provides that, where the pre-contract package is to be emailed to the buyer's conveyancer, the seller's conveyancer should tell the buyer's conveyancer of this intention. Delivery by this method is acceptable under the Protocol, but each document should be a separately identifiable attachment or uploaded as a separate document.

The following is an example of a typical letter which would accompany the delivery of the pre-contract package. An accompanying email would contain similar content.

The contents would obviously be adapted to reflect the particular transaction.

[FIRM'S LETTER HEADING, DATE AND REFERENCES, ETC.]

Dear Sirs,

Re: 22A Badger's Close, Bristol, BS3 6JR
Stevenson and Moore to Polanski - Subject to Contract

We are acting for Alan Stevenson and Linda Moore in the sale of 22A Badger's Close to your clients Mr and Mrs L Polanski at the agreed price of £625,000.

We enclose the following:

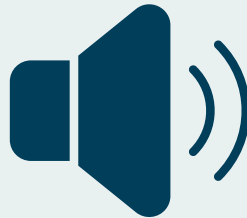
1. Draft sale contract in duplicate.

2. Official copy entries of the title, the title plan and a copy of the deed dated 14 August 1960 which is referred to in the register.
3. Property Information Form which has been completed by our clients, together with supporting documents.
4. Fittings and Contents Form which has also been completed by our clients.

We look forward to hearing from you further in connection with this matter.

Yours faithfully

Curtiss-Rowland and Partners



Law Explained

In this recording we are going to look at the relevance of occupiers in relation to the sale of a property. We'll assume for the purposes of this recording that we're talking about the sale of a freehold residential property with registered title. We'll also assume that the property is being sold with vacant possession, in other words that it will be empty following completion, so that the buyer can move in without any impediments such as tenants living there.



Audio Transcript

In this recording we're going to look at the relevance of occupiers in relation to the sale of a property. We'll assume for the purposes of this recording that we're talking about the sale of a freehold residential property with registered title. We'll also assume that the property is being sold with vacant possession, in other words that it will be empty following completion, so that the buyer can move in without any impediments such as tenants living there.

When we talk about occupiers, we are not talking about the registered proprietors of the sale property in this context. The sellers may of course occupy the property they are selling, but this does not pose any problems as they will be selling the property to the buyer and will be named as the sellers in the contract. So, for instance, if the registered proprietors are Lucas and Tomas, they will jointly enter into the contract and transfer of the property, when it is sold.

In this context therefore, we are talking about non-owning occupiers; occupiers who are not on the legal title.

We are also talking about adult non-owning occupiers, not children. The established case law view is that minor children are there as a "shadow" of their parents' occupation, in other words they are there because their parent is there. We are talking about occupiers who are over the age of 17.

So, to take a couple of practical examples:

Imagine the owners of Lavender Cottage are Peter and Annika. They are the registered proprietors of the cottage. Their daughter Phoebe, aged 23, lives with them, as she has finished university and is waiting to move into a flat. Phoebe would be a relevant adult occupier.

Now, imagine the registered proprietors of 65 High Street are Richard and Olivia. Richard's elderly father, Martin, now lives with them, since he was finding it difficult to cope on his own. Martin is also a relevant adult occupier.

If Lavender Cottage or 65 High Street were to be sold, the buyer's conveyancer would want to know about Phoebe and Martin.

Why would this be relevant? After all, they are not the legal owners of the property!

There are basically two main reasons, as there are two potential problems.

First, is possible that an adult non-owning occupier could simply refuse to leave the property on completion. This would clearly be totally unsatisfactory for the buyer, who would arrive at their new property following completion, to find the occupier living there and refusing to leave! While the buyer might be able to take legal action against the seller (who had promised to give vacant possession in the contract) and against the occupier (to force them to leave), this could cause a lot of distress, delay and cost.

The other reason, is that an adult non-owning occupier could have rights in the property, which could potentially be binding on the buyer, meaning the buyer would hold the property subject to such rights. Again, this would clearly be most undesirable.

What sort of rights could an occupier have?

One example, would be where the occupier had a beneficial interest under a trust of land, because he or she had paid towards the purchase price of the property, or made contributions towards the property in some way. Imagine for example, that the sole registered proprietor of 44 Marlow Avenue was Lily, but that Lily's partner Zelig also lived at the property. Imagine that Zelig paid 50% of the purchase price when the house was bought in 2018, and that Zelig had also paid all the mortgage instalments since 2018. Zelig may have acquired a beneficial interest, due to making these payments and contributions, and this would mean that Lily was holding the property on trust for herself and Zelig as beneficiaries.

If a person is in actual occupation and they have an interest in the property, this interest could potentially bind a buyer as an overriding interest under the Land Registration Act 2002, unless steps were taken during the conveyancing process to prevent this happening.

Remember, that overriding interests are capable of binding a buyer even though they do not appear on the register of title. One of the most common, and worrying, examples of overriding interests for conveyancers, is the interests of persons in actual occupation. If someone is in occupation of the property but is not on the register of title, their interest could therefore be an overriding interest.

You can see that it would be very important for a buyer to know about non-owning adult occupiers and any rights they may have in the property. So, how does the buyer's conveyancer find out about all this, and what would they want the seller's conveyancer to do about it?

The seller's conveyancer will have asked the seller client about any adult occupiers of the sale property, other than themselves, when taking initial instructions.

They will also have asked the seller to complete the Property Information Form (TA6) and this has a specific section about occupiers. Question 11 of Form TA6 is all about occupiers. It asks whether anyone aged 17 or over, other than the seller, lives at the property. If the reply to this question is yes, it asks the seller to give the occupier's full name. If the property is being sold with vacant possession (as we're assuming, since this is the usual case), the form asks the seller to confirm that the occupier has agreed to leave before completion and that the occupier will sign the sale contract.

Remember, that this Form TA6 will accompany the contract package, so the buyer's conveyancer will see the replies to Question 11. Form TA6 warns the seller that the replies must be honest and accurate.

It may also be the case that the buyers themselves have noticed other occupiers at the property, for example when viewing it, and this will back up the information in the TA6. For instance, the clients knew they were buying from Viktor but, when looking round the property, it was perfectly obvious that another person lived there too.

If there is a relevant occupier, what must the buyer's conveyancer do?

Essentially, the buyer's conveyancer will require that the occupier signs Special Condition 7 in the standard form of Contract (Incorporating the Standard Conditions of Sale (Fifth Edition – 2018

Revision)). This is a pre-printed occupier's consent clause. The occupier's name will be inserted in the clause and the occupier will sign the clause, after taking independent legal advice if appropriate. The seller's conveyancer should not advise the occupier, as there is a high risk of a conflict of interest. The seller will want the occupier to sign the clause so that the sale can go ahead without any hitches, whereas in actual fact, it may not be in the occupier's best interests to sign.

Bearing in mind what we've said so far, how does this clause assist?

The key lies in its wording, as it caters for the issues we've already mentioned. First, it states that the occupier agrees to the sale on the terms contained in the contract (these terms would include vacant possession). It then states that the occupier undertakes to vacate the property, on or before the completion date. Thirdly, the clause states that the occupier releases the property from any right or interest that the occupier may have. This means that the occupiers' rights would not remain attached to the property on completion.

So, if Zelig had a beneficial interest under a trust of land, this interest would be released and would not bind a buyer of the house. Further, Zelig would have promised to leave on completion.

It is vital for the buyer, that their conveyancer deals with the issue of any relevant occupiers before exchange of contracts. If the conveyancing is handled professionally and competently, there should, in reality, be no problems.

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. A **latent defect** in title is one which is discoverable from inspection of the property. True or false?

- ☐ a. True
- ☐ b. False

SUBMIT



Complete the content above before moving on.

2. Match the following Standard Conditions numbers with the relevant clause description:



SC7

Terms used in general conditions



SC4

Deposit



SC1

Time limits for
investigating/deducing title



SC2

Remedies for late completion etc.

SUBMIT



Complete the content above before moving on.

13.6 Chapter summary

(1) A property purchase rests on the principle of “caveat emptor” (let the buyer beware) meaning that the seller only has a limited duty of disclosure in the contract.

(2) The seller is under a duty to disclose latent defects in the title, that is a defect which is not apparent from an inspection of the property.

(3) Seller is not obliged to disclose patent defects, that is a defect which is apparent from an inspection of the property, for example, a path or driveway over land which is visible.

(4) Despite the limited duty of disclosure, the seller should ensure that all Protocol forms and enquiries are answered comprehensively or they risk a claim in misrepresentation.

(5) A contract for the sale of land must be in writing: **s2 Law of Property (Miscellaneous Provisions) Act 1989**.

(6) The form of contract used in most residential conveyancing transactions incorporates the Standard Conditions of Sale – fifth edition – 2018 revision.

(7) The buyer will usually pay a deposit of 10 per cent of the purchase price on exchange of contracts.

(8) If the deposit is held as stakeholder, the seller's conveyancer holds it in a neutral position pending completion and must not part with it.

(9) If the seller's conveyancer holds the deposit as agent for the seller, they can release the deposit money to their seller client immediately after exchange of contracts and before completion who can use the money for any purpose they wish.

(10) A non-owning occupier of a property should sign the contract (special condition 7) as confirmation that they will vacate the property on completion.

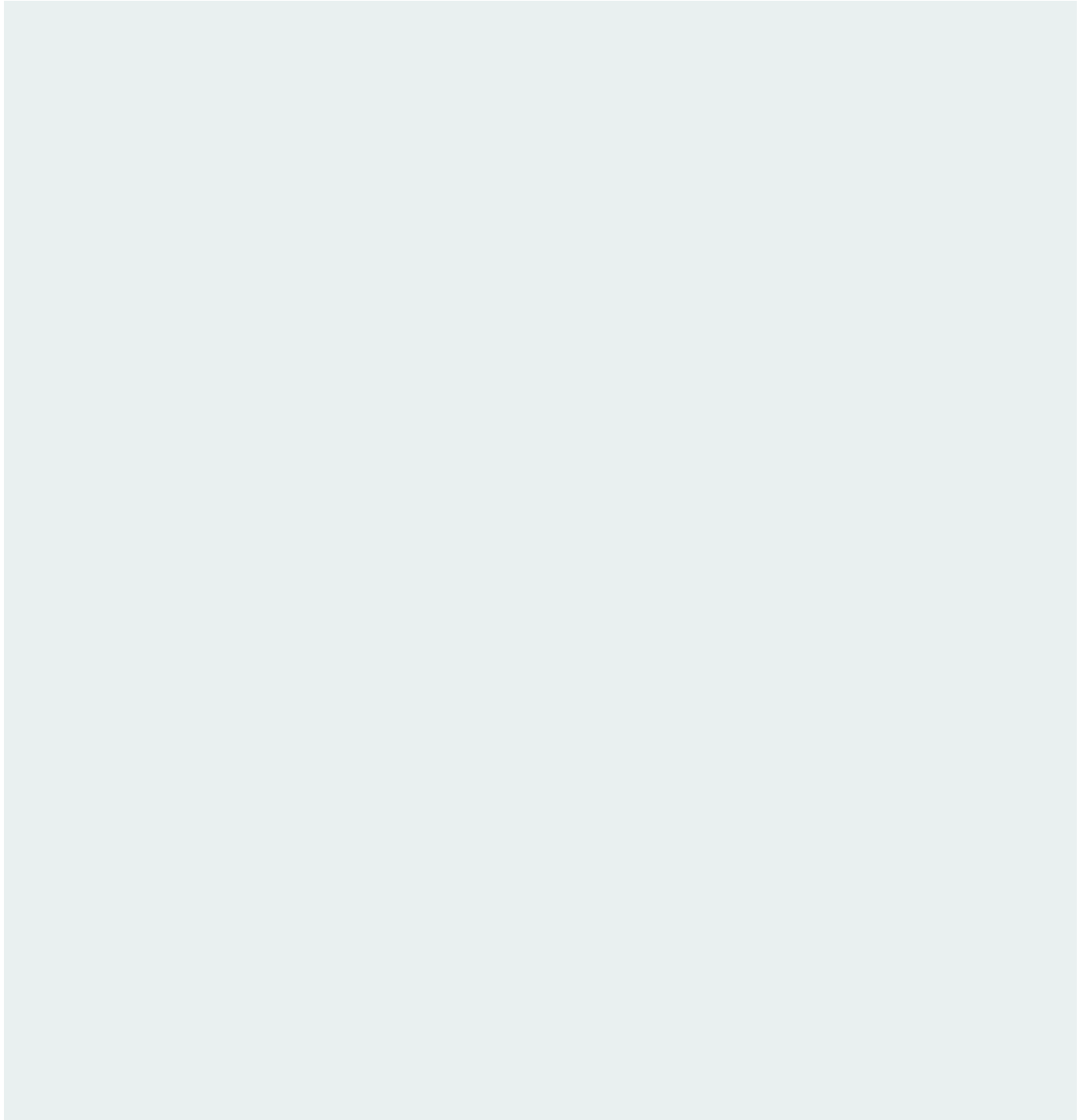
(11) The seller's conveyancer will prepare the contract package and will send it to the buyer's conveyancer. The package includes:

- (a) draft contract in duplicate;
- (b) evidence of title;
- (c) Property information form;
- (d) Fittings and Contents Form; and
- (e) any other relevant documents, for example, planning permissions or guarantees.



Complete the content above before moving on.

13.7 Property information form

A large, empty light blue rectangular area representing the property information form. It occupies the majority of the page below the title and is currently blank, indicating where the user should input their information.

www.lawsociety.org.uk



**The Law
Society**

Law Society Property Information Form (4th edition)

**Address of the
property**

Postcode

**Full names of
the seller**

Seller's solicitor
Name of solicitor's firm

Address

Email

Reference number

About this form

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

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.

TA6

Law Society Property Information Form

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Instructions to the seller

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

Instructions to the buyer

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

1. Boundaries

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

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

(a) on the left?

☐

Seller

☐

Neighbour

☐

Shared

☐

Not known

(b) on the right?

☐

Seller

☐

Neighbour

☐

Shared

☐

Not known

(c) at the rear?

☐

Seller

☐

Neighbour

☐

Shared

☐

Not known

(d) at the front?

☐

Seller

☐

Neighbour

☐

Shared

☐

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 10 years or during the seller's period of ownership if longer? If Yes, please give details:

☐

Yes

☐

No

1.4 During the seller's ownership, has any adjacent land or property been purchased by the seller? 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, for example cellars under the pavement, overhanging eaves or covered walkways? If Yes, please give details:

☐ Yes ☐ No

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

☐ Yes ☐ No
☐ Enclosed ☐ To follow

2. Disputes and complaints

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

☐ Yes ☐ No

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

☐ Yes ☐ No

3. Notices and proposals

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

☐ Yes ☐ No

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

☐ Yes ☐ No

4. Alterations, planning and building control

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

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:

<http://www.gov.uk/government/organisations/valuation-office-agency>

- 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

- (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:
<https://www.planningportal.co.uk/info/200126/applications>

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

4.6 Have solar panels been installed?

☐ Yes ☐ No

If Yes:

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

Year

(b) Are the solar panels owned outright?

☐ Yes ☐ No

(c) Has a long lease of the roof/air space been granted to a solar panel provider? If Yes, please supply copies of the relevant documents e.g. copies of electricity bills for feed in tariffs.

☐ 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

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

If Yes:

☐ Yes ☐ No
☐ Not known

(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

(g) Central heating

☐ Yes	☐ No
☐ Enclosed	☐ To follow

(h) Underpinning

☐ Yes	☐ No
☐ Enclosed	☐ To follow

(i) Other (please state):

☐ Yes	☐ No
☐ 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 If not, why not?

--

6.3 If the property is a flat, does the landlord insure the building?

☐ Yes	☐ No
------------------------------	-----------------------------

6.4 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:

6.5 Has the seller made any buildings insurance claims?

If Yes, please give details:

☐ Yes ☐ No

7. Environmental matters

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.gov.uk/government/organisations/departments-for-environment-food-rural-affairs.

The flood risk check can be found at: www.gov.uk/check-flood-risk.

Read our updated Flood Risk Practice Note at <https://www.lawsociety.org.uk/support-services/advice/practice-notes/flood-risk/>

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

☐ Yes ☐ No

(b) Sewer flooding

☐ Yes ☐ No

(c) Surface water

☐ Yes ☐ No

(d) Coastal flooding

☐ Yes ☐ No

(e) River flooding

☐ Yes ☐ 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.gov.uk/government/organisations/environment-agency.

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.gov.uk/government/organisations/public-health-england and www.publichealthwales.wales.nhs.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

☐ Enclosed ☐ To follow

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

☐ Yes ☐ No

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: <https://www.gov.uk/buy-sell-your-home/energy-performance-certificates>

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/green-deal-energy-saving-measures

Japanese knotweed

Note: Japanese knotweed is an invasive non-native plant that can cause damage to property if left untreated. The plant consists of visible above ground growth and an invisible rhizome (root) below ground in the soil. It can take several years to control and manage through a management and treatment plan and rhizomes may remain alive below the soil even after treatment.

7.8 Is the property affected by Japanese knotweed?

☐ Yes ☐ No
☐ Not known

If Yes, please state whether there is a Japanese knotweed management and treatment plan in place and supply a copy with any insurance cover linked to the plan.

☐ Yes ☐ No
☐ Not known
☐ Enclosed ☐ To follow

8. Rights and informal arrangements

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

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

☐ Yes ☐ No

8.2 Does the property benefit from any rights or arrangements over any neighbouring property (this includes any rights of way)? 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 if any of the following rights benefit 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

8.5 Does the seller know if any of the following arrangements affect the property:

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

☐ Yes ☐ No

(b) Chancel repair liability

☐ Yes ☐ No

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

☐ Yes ☐ No

If Yes, please give details:

8.6 Are there any other rights or arrangements affecting the property? This includes any rights of way. If Yes, please give details:

☐ Yes ☐ No

Services crossing the property or neighbouring property

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

☐ Yes ☐ No
☐ Not known

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

☐ Yes ☐ No
☐ Not known

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

☐ Yes ☐ No
☐ Not known

If Yes, please supply a copy or give details:

☐ Enclosed ☐ To follow

9. Parking

9.1 What are the parking arrangements at the property?

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

☐ Yes ☐ No
☐ Not known

10. Other charges

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

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

☐ Yes ☐ No

11. Occupiers

11.1 Does the seller live at the property?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

11.3 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. Services

Note: If the seller does not have a certificate requested below this can be obtained from the relevant Competent Persons Scheme. Further information about Competent Persons Schemes can be found at: <https://www.gov.uk/guidance/competent-person-scheme-current-schemes-and-how-schemes-are-authorised>

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.gov.uk/government/organisations/environment-agency

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

If you answered Yes to question 12.5 and your septic tank discharges directly into surface water, you must have upgraded or replaced this by January 2020.

12.5.1 When was the septic tank last replaced or upgraded?

Month
 Year

(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	

12.7 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.gov.uk/government/organisations/environment-agency

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

☐ Yes	☐ No
☐ Enclosed	☐ To follow

Specific information about permits and general binding rules can be found at www.gov.uk/permits-you-need-for-septic-tanks

13. Connection to utilities and services

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

Mains electricity

☐ Yes ☐ 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. Transaction information

14.1 Is this sale dependent on the seller completing the purchase of another property on the same day?

☐ Yes ☐ No

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

☐ Yes ☐ No

14.3 Will the sale price be sufficient to repay all mortgages and charges secured on the property?

☐ Yes ☐ No
☐ No mortgage

14.4 Will the seller ensure that:

(a) all rubbish is removed from the property (including from the loft, garden, outbuildings, garages and sheds) and that the property will be left in a clean and tidy condition?

☐ Yes ☐ No

(b) if light fittings are removed, the fittings will be replaced with ceiling rose, flex, bulb holder and bulb?

☐ Yes ☐ No

(c) reasonable care will be taken when removing any other fittings or contents?

☐ Yes ☐ No

(d) keys to all windows and doors and details of alarm codes will be left at the property or with the estate agent?

☐ Yes ☐ No

Signed:

Dated:

Signed:

Dated:

Each seller should sign this form.

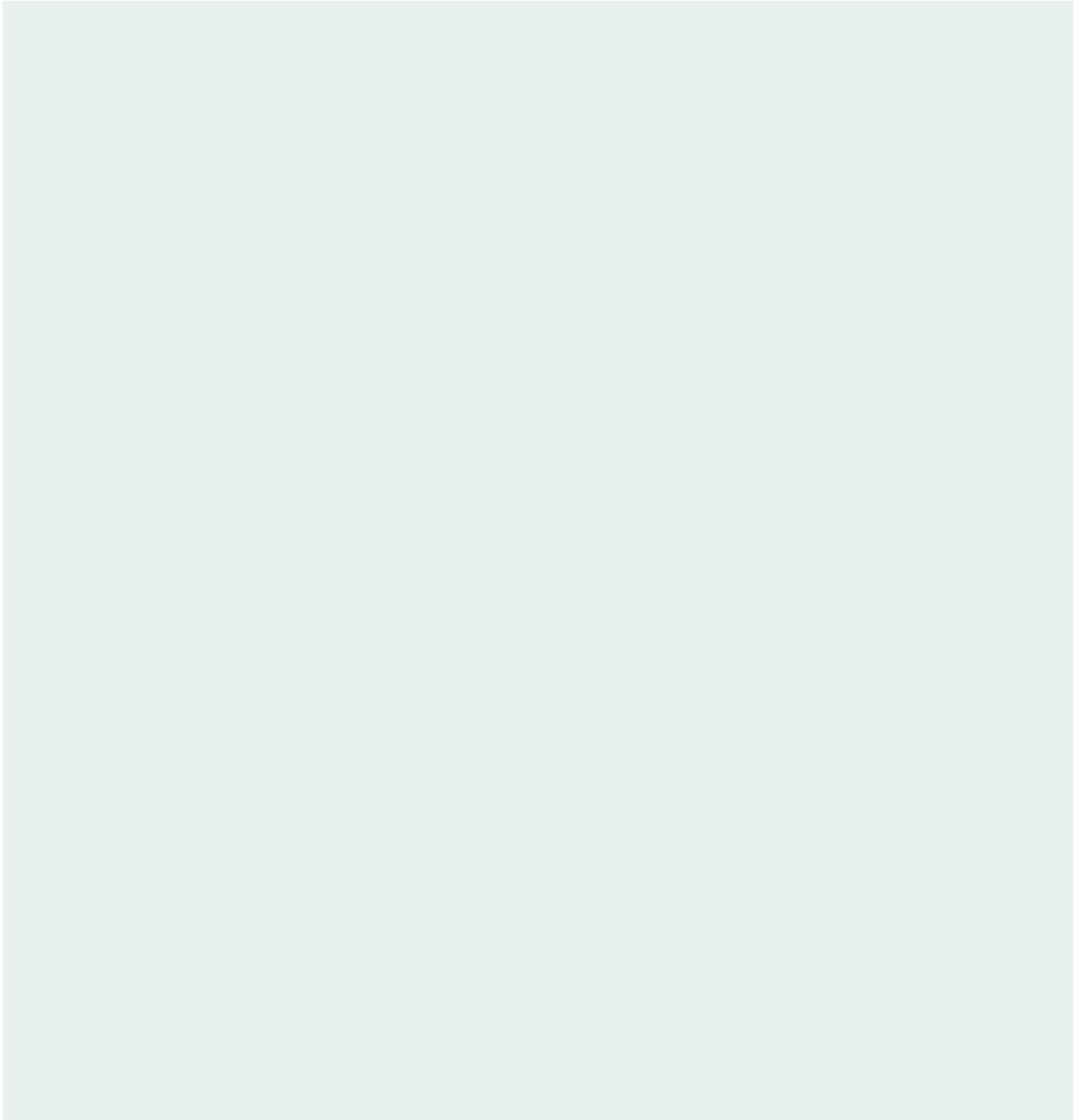


**The Law
Society**

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

CONTINUE

13.8 Blank form of contract



CONTRACT

**Incorporating the
Standard Conditions of Sale
(Fifth Edition - 2018 Revision)**

For conveyancer's use only

Buyer's conveyancer:

Seller's conveyancer:

Law Society Formula: [A / B / C / Personal exchange]

The information above does not form part of the Contract

Date :
Seller : John Smith and Morag Smith of 35 Greenfield Crescent, Newtown, Temshire NT3 3JU
Buyer : James Morrison and Emma Sanders of 16 Beech Close, Newtown, Temshire NT4 2FG
Property (freehold/leasehold) : 35 Greenfield Crescent, Newtown, Temshire NT3 3JU
Title number / root of title : TE 23456
Specified incumbrances : None
Title guarantee (full/limited) : Full title guarantee
Completion date :
Contract rate : 4% p.a. above Newtown Bank base rate from time to time in force
Purchase price : Three hundred thousand pounds (£300,000)
Deposit : £30,000
Contents price (if separate) : £500
Balance : £270,500

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 - 2018 REVISION)
(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 admitted by the Bank of England as a direct participant in its CHAPS system (c) 'completion date' has the meaning given in condition 6.1.1 (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 6.8 (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 the 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: (a) by first-class post: before 4.00pm on the second working day after posting (b) by second-class post: before 4.00pm on the third working day after posting (c) 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.	2.3.5 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. FREEDOM FROM INCUMBRANCES 3.1 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 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 deducing and investigating the title to the property to be taken within the following time limits: <table border="1"> <thead> <tr> <th>Step</th><th>Time Limit</th></tr> </thead> <tbody> <tr> <td>1. The seller is to comply with condition 4.1.1</td><td>Immediately after making the contract</td></tr> <tr> <td>2. The buyer may raise written requisitions</td><td>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</td></tr> <tr> <td>3. The seller is to reply in writing to any requisitions raised</td><td>Four working days after receiving the requisitions</td></tr> <tr> <td>4. The buyer may make written observations on the seller's replies</td><td>Three working days after receiving the replies</td></tr> </tbody> </table> 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 from delivery of any further evidence, raise further requisitions resulting from that evidence. The parties are to take the following steps to prepare and agree the transfer of the property within the following time limits: <table border="1"> <thead> <tr> <th>Step</th><th>Time Limit</th></tr> </thead> <tbody> <tr> <td>A. The buyer is to send the seller a draft transfer</td><td>At least twelve working days before completion date</td></tr> <tr> <td>B. The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer</td><td>Four working days after delivery of the draft transfer</td></tr> <tr> <td>C. If the draft is returned the buyer is to send an engrossment to the seller</td><td>At least five working days before completion date</td></tr> </tbody> </table> 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.	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	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 the buyer is to send an engrossment to the seller	At least five working days before completion date
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Document 3: Contract

- 4.6.3 The transfer is to have effect as if the disposition is expressly made subject to all matters covered by section 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:
- (a) the buyer is to covenant in the contract to indemnify the seller against liability for any future breach of the obligation and to perform it from then on, and
 - (b) 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) a written acknowledgement of his right to its production, and
 - (b) 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:
- (a) 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
 - (b) 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:
- (a) do everything necessary to maintain the policy
 - (b) permit the buyer to inspect the policy or evidence of its terms
 - (c) if before completion the property suffers loss or damage:
 - (i) 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
 - (ii) 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
 - (d) 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:
- (a) cannot transfer it
 - (b) may permit members of his household to occupy the property
 - (c) is to pay or indemnify the seller against all outgoings and other expenses in respect of the property
 - (d) 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
 - (e) is entitled to any rents and profits from any part of the property which he does not occupy
 - (f) 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
 - (g) if the property is leasehold, is not to do anything which puts the seller in breach of his obligations in the lease, and
 - (h) 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(d).
- 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:
- (a) the sale is with vacant possession of the property or any part of it, and
 - (b) the buyer is ready, able and willing to complete but does not pay the money due on completion until after 2.00pm because the seller has not vacated the property or that part by that time.
- 6.2 **Arrangements and place**
- 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:
- (a) apportionments made under condition 6.3
 - (b) any compensation to be paid or allowed under condition 7.2
 - (c) any sum payable under condition 5.1.3.
- 6.5 **Title deeds**
- 6.5.1 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.
- 6.5.2 Condition 6.5.1 does not apply to any documents of title relating to land being retained by the seller after completion.
- 6.6 **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:
- (a) if the buyer paid no deposit, he is forthwith to pay a deposit of 10 per cent
 - (b) 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:
- (a) 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.
 - (b) An error or omission only entitles the buyer to rescind the contract:
 - (i) where it results from fraud or recklessness, or
 - (ii) 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:
- (a) 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
 - (b) 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 payable 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:
- (a) he may:
 - (i) forfeit and keep any deposit and accrued interest
 - (ii) resell the property and any contents included in the contract
 - (iii) claim damages
 - (b) 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:
- (a) the deposit is to be repaid to the buyer with accrued interest
 - (b) 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 engross 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):
- (a) the consent has not been given, or
 - (b) 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.

SPECIAL CONDITIONS

- 1 (a) This contract incorporates the Standard Conditions of Sale (Fifth Edition - 2018 Revision).
(b) The terms used in this contract have the same meaning when used in the Conditions.
- 2 Subject to the terms of this contract and to the Standard Conditions of Sale, the seller is to transfer the property with either full title guarantee or limited title guarantee, as specified on the front page.
- 3 (a) The sale includes those contents which are indicated on the attached list as included in the sale and the buyer is to pay the contents price for them.
(b) The sale excludes those fixtures which are at the property and are indicated on the attached list as excluded from the sale.
- 4 The property is sold with vacant possession.
(or)
~~4--The property is sold subject to the following leases or tenancies:~~

- 5 Conditions 6.1.2 and 6.1.3 shall take effect as if the time specified in them were 12.30 pm rather than 2.00 p.m.

- 6 **Representations**
Neither party can rely on any representation made by the other, unless made in writing by the other or his conveyancer, but this does not exclude liability for fraud or recklessness.

~~7--Occupier's consent--~~

~~Each occupier identified below agrees with the seller and the buyer, in consideration of their entering into this contract, that the occupier concurs in the sale of the property on the terms of this contract, undertakes to vacate the property on or before the completion date and releases the property and any included fixtures and contents from any right or interest that the occupier may have.~~

~~Note: this condition does not apply to occupiers under leases or tenancies subject to which the property is sold.~~

~~Name(s) and signature(s) of the occupier(s) (if any):-~~

~~Name-~~

~~Signature-~~

Notices may be sent to:

Seller's conveyancer's name: Horners (office address and reference)

E-mail address:*

Buyer's conveyancer's name: Grinlings (office address and reference)

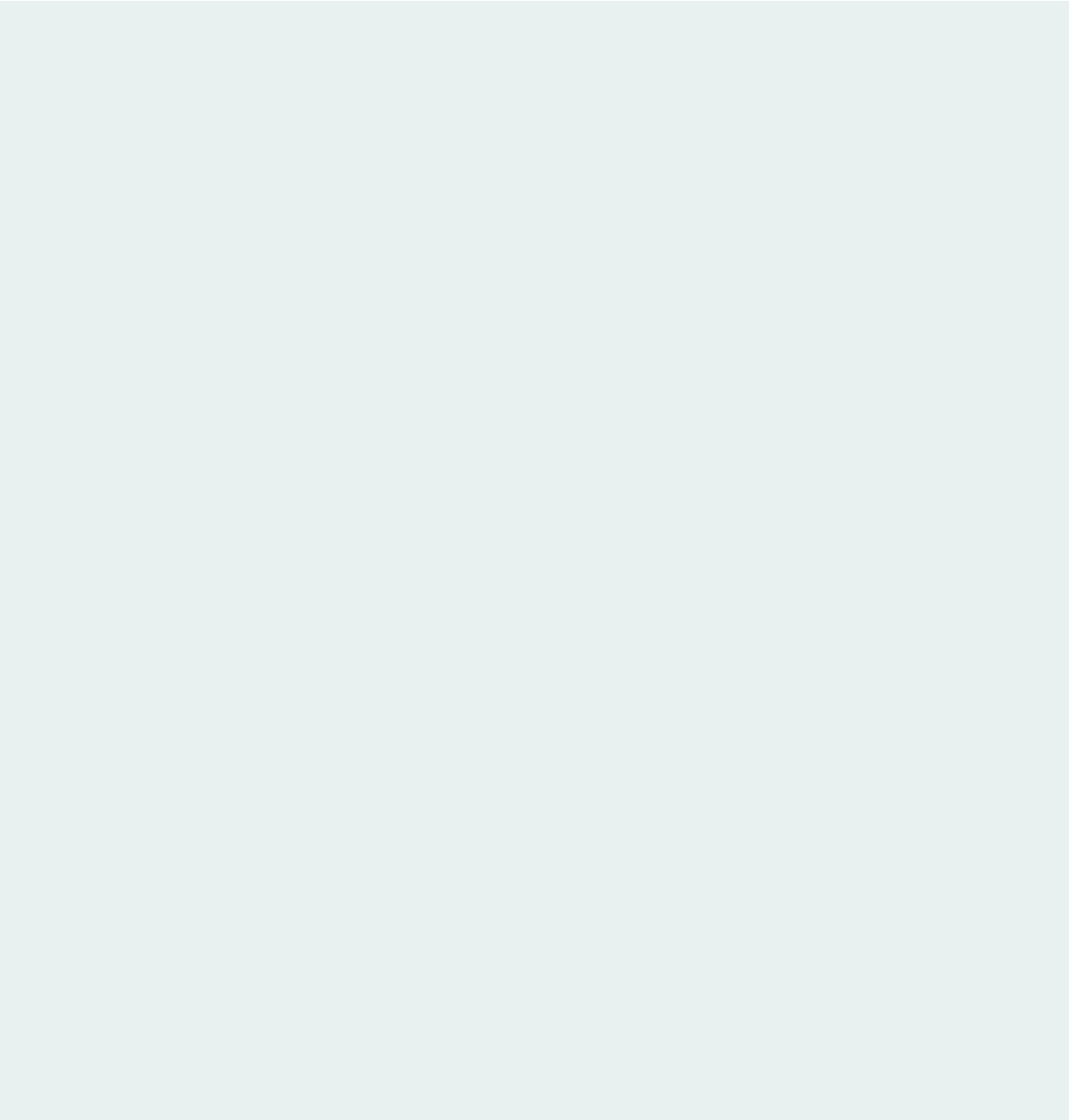
E-mail address:*

*Adding an e-mail address authorises service by e-mail see condition 1.3.3(b)



CONTINUE

13.9 Fittings and content form



Law Society Fittings and Contents Form (3rd edition)

Address of the property

Postcode

Full names of the seller

Seller's solicitor

Name of solicitor's firm

Address

Email

Reference number

About this form

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

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

Definitions

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



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Instructions to the seller and the buyer

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

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

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

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

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

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

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

1 Basic fittings

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

1 Basic fittings (continued)

	Included	Excluded	None	Price	Comments
Electric sockets	☐	☐	☐		
Burglar alarm	☐	☐	☐		
<i>Other items (please specify)</i>					
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			

2 Kitchen

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

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

3 Bathroom

	Included	Excluded	None	Price	Comments
Bath	☐	☐	☐		
Shower fitting for bath	☐	☐	☐		
Shower curtain	☐	☐	☐		
Bathroom cabinet	☐	☐	☐		
Taps	☐	☐	☐		
Separate shower and fittings	☐	☐	☐		
Towel rail	☐	☐	☐		
Soap/toothbrush holders	☐	☐	☐		
Toilet roll holders	☐	☐	☐		
Bathroom mirror	☐	☐	☐		

4 Carpets

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

5 Curtains and curtain rails

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

6 Light fittings

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

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

7 Fitted units

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

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	☐	☐	☐		
Living room	☐	☐	☐		
Dining room	☐	☐	☐		
Kitchen	☐	☐	☐		
Bedroom 1	☐	☐	☐		
Bedroom 2	☐	☐	☐		
Bedroom 3	☐	☐	☐		

7 Fitted units (continued)

	Included	Excluded	None	Price	Comments
<i>Other rooms (please specify)</i>					
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			

8 Outdoor area

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

9 Television and telephone

	Included	Excluded	None	Price	Comments
Telephone receivers	☐	☐	☐		
Television aerial	☐	☐	☐		
Radio aerial	☐	☐	☐		
Satellite dish	☐	☐	☐		

10 Stock of fuel

	Included	Excluded	None	Price	Comments
Oil	☐	☐	☐		
Wood	☐	☐	☐		
Liquefied Petroleum Gas (LPG)	☐	☐	☐		

11 Other items

	Included	Excluded	Price	Comments
☐	☐	☐		
☐	☐	☐		
☐	☐	☐		
☐	☐	☐		

Signed: Dated:

Signed: Dated:

Each seller should sign this form.

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

You have completed Chapter 13.

EXIT