

GENERAL PURCHASE INFORMATION SHEET

Payment of Money on Account

Please note that cheques will take up to five working days to clear before we can incur any disbursements on your transaction. Cheques should be made payable to Peacock & Co Solicitors.

Credit and Debit Card Payments can be a quicker method of ensuring funds are cleared in our account. Should you wish to make a payment using this method please telephone our offices.

For payments that are to be effective on the same day, you can arrange a CHAPS payment to us through your Bank, and we can supply our account details to you on request.

Stamp Duty Land Tax

The Land Registry Fee and Stamp Duty Land Tax are calculated on the purchase price. We will deliver the Final Account on completion of the transaction and our fees and disbursements are payable on the Completion Date of your transaction.

Stamp Duty Land Tax is imposed by HMRC on the acquisition of real property. A return needs to be completed correctly and submitted by us with payment to HMRC within 30 days of completion, failing which a penalty will be charged to the buyer. Any error on the form will lead to rejection. However, the penalty period will still apply. Although we complete the return, responsibility for the payment always rests with the buyer and penalties are imposed by HMRC for each late payment.

Physical Inspection and Survey

The property will be sold subject to any overriding interest rights, which can be discovered by inspection. The Seller will not be obliged to give details of any defects in the structure of the property or any repairs that are necessary. The practice concerning the sale of a property in England and Wales is that the property is sold in its present state and condition and you must rely entirely upon your own survey as to any defects in the property.

We would recommend a physical inspection of the property by both you and your Surveyor to check whether:

- There have been any alterations or additions at the property either internal or external, before or during the ownership of the Seller;
- There is/are any occupier/s at the property. If there are please let us know so that we can liaise with the Seller's solicitors in this respect, to protect your legal rights.

Some clients find it useful to carry out a physical inspection early on the day of completion to make sure that there is no occupier at the property and that those items on the fittings and contents list are still at the property. If there are any problems such as these on the day of completion, then please inform us before we release the purchase monies to the Seller's Solicitor.

Please note that we will not personally visit or inspect the property.

If you are obtaining a mortgage on your new property the mortgage lender will carry out a basic valuation only, which is not a structural survey or report. We advise that it is always prudent to have a more detailed survey carried out such as a Home Buyer's Report or even a Full Structural Survey.

If you do decide to have a Home Buyer's Report or Full Structural Survey we ask you to provide us with a copy of the same. We will review the report. However, please note that we are not Surveyors, and as such we are not qualified to advise you on the Home Buyer's Report or Survey and our service is limited to raising enquiries with the Seller's solicitors and which are recommended by your Surveyor in your Home Buyer's Report or Survey.

Planning Permission and Buildings Regulations consent

You should inform us if there have been any alterations or additions carried out to the property at any time. This is so that we can consider the planning and/or buildings regulations with a view to recommending further investigation by your surveyor, and the legal implications of any restrictive covenant aspect of such works.

We may consider whether all works carried out to the property have planning permission and buildings regulations consent.

In some cases, we will have to report a lack of the same to the lender and seek the lender's approval before being in a position to proceed. Please would you let us know as soon as possible whether there have been any structural additions or alterations that are immediately apparent to you or if there are any unusual physical features about the property.

If we do not hear from you, we shall assume that there have not been any such works and, if applicable, that any replies from the Local Authority are correct. If there is anything that you would like us to enquire about, please would you provide us with a written note of the same.

Local Authority Search

This search is carried out at the Local Authority where the property is located. It is not a physical search of the property or the surrounding area. The search looks at information held by the Council. The search will contain information such as:

1. Whether the roads and footpaths are publicly or privately maintained.

2. Whether there are any major road schemes close to the property and any minor schemes that may affect the property.
3. Planning History
4. Whether the property is located within a conservation area or whether there is a tree preservation order attached to the property.

The search contains a list of standard questions. However if there is something specific you would like to know about the property, then please let us know so that we can make relevant enquiries.

Water and Drainage Search

This search is made with the local sewerage undertaker.

The search will show whether the property is connected to the mains drainage, mains water and surface water drainage.

The search will show any publicly maintained drains running through the land – you will need to know this as building near certain types of pipes without the Water Company's consent is an offence.

Environmental Search

This search will identify risks within 500 meters of the property.

The risks include, flooding, ground stability, subsidence, landfill sites, waste sites and potentially contaminated land.

Chancel Check Search

This will identify whether the property has a chancel repair liability. This basically means whether you can be called upon to pay for repairs to a parish church.

The property doesn't have to necessarily be near a church for the church to enforce the liability.

Future Proposals

We would also ask you to let us know if you have any future proposals regarding the property, such as change of use, alterations to buildings etc. In this way, we can ensure that appropriate searches and enquiries are carried out on your behalf to ascertain that your proposals for the property are achievable.

Green Deal Scheme

The Green Deal Scheme is a government driven initiative to allow for a loan to be provided on a property for the improvement of its energy efficiency. The loan is repayable on a monthly basis, in conjunction with the power bills on the property. The loan will run with the property unless it is repaid on the sale or transfer of the property.

The seller(s) of the property are required by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property. The Estate Agent/Seller must disclose the existence of a Green Deal loan agreement prior to a sale being agreed. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.

The purchaser on a normal sale should be given an EPC showing the Green Deal improvement or an EPC and a disclosure document showing details of the work carried out under the Green Deal Scheme. This disclosure document will be provided by the energy provider on completion of the work as well as details of the repayment amount, the unexpired term of the loan and details of the loan provider.

Disclosure of the Green Deal loan must be made at least 7 days before the transaction or arrangement is entered into or if this is not practicable then the disclosure requirement must be satisfied as soon as practicable before the transaction is entered into. The seller must secure that the contract for sale includes an acknowledgment by the purchaser that they have received notice that the property is a Green Deal property and that the bill payer at the property is liable to make payments under the green deal plan and further that certain terms of that plan are binding on the bill payer.

Whilst there are no charges, restrictions, notices or cautions registered when a property is a Green Deal property, the mortgage lender must be notified of the existence of the Green Deal loan because the borrower / new property owner is taking on another loan which runs with the property.

We will assume that the Property being sold/purchased is not subject to a Green Deal loan, unless you notify us to the contrary in writing. If the Property being sold or purchased is subject to a Green Deal Loan, by signing and returning a copy of the Client Care Letter, you are confirming your authority for us to make any such disclosure to your mortgage lender and Buyer's Solicitors.

Please note that we offer no guarantees/warranties in relation to the extent and nature of any works undertaken under the Green Deal Scheme. It is your responsibility to ensure that you have satisfied yourself as to the extent, nature and repayment provision of any such works undertaken in accordance with the Green Deal Scheme.

We would recommend that all Green Deal loans be repaid by the seller on completion of the property transaction, as the value of the property will undoubtedly have already taken into account the work undertaken under the Green Deal loan.

PURCHASE IN JOINT NAMES

When two or more people are buying a property together it is very important that they understand the different types of joint ownership available.

We are therefore attaching our 'Joint Ownership Form' which sets out the differences between the two, and look forward to receiving your instructions in this regard. If you have any queries whatsoever, or require further clarification, please contact us.

Meaning of Legal Expressions

“EXCHANGE OF CONTRACTS”

This is the point in the transaction when you become legally bound to purchase the property, and the Seller becomes legally bound to sell to you. Neither party can withdraw without incurring liability for breach of contract. This is usually a financial penalty, i.e. the loss of the deposit.

“COMPLETION DATE”

This is the date (normally some two to four weeks after exchange of contracts) when the Seller has to physically move out of the property and you are able to move in on payment of the balance of the purchase price. You should try and agree the date with the Seller via the Estate Agents. You should not make any firm commitments e.g. booking removals or handing in Notice on any rented property, until contracts are exchanged and the completion date is known.

“NOTICE TO COMPLETE”

In the event that either party to the contract fails to complete on the completion date then the party not in default is entitled to serve a Notice called a 'Notice to Complete', giving the other party a period, usually 10 days, within which to finally complete the matter, failing which the party serving the Notice may exercise his rights at Law either to obtain an order from the Court for the specific performance of the contract or to treat the contract as at an end and obtain a return of the deposit (if a Purchaser) or may forfeit the deposit (if a Seller).

“STANDARD CONDITIONS OF SALE”

This expression is referred to in the contract and refers to certain standard conditions relating to property sales which are in common use throughout the England & Wales. These are matters mainly of a technical nature and may be safely accepted by you. We will consider the most important items in your report. We can provide a copy of the whole text of these conditions if you require it.