**IMPORTANT- PLEASE READ**

**BUYING GUIDE**

**This is an important document, which we would urge you to keep in a safe place for future reference**

**This guide is intended to provide guidance on the conveyancing process and also information and tips to ensure your transaction progresses as quickly and as smoothly as possible.**

**We cannot be held responsible for any issues which arise for your failure to have read and complied with the content of this guide.**

Action by you:-

1. Please read our Buying Guide and contact us if there is anything you don’t understand
2. Please refer to our Buying Guide throughout the process and if you feel there is a topic which should be included which isn’t please let us know





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| **INTRODUCTION** |
| We appreciate when buying a house you are exposed to mountains and mountains of paperwork which can be quite daunting. Whilst it may be tempting to place this guide on one side and just return the paperwork required to enable the legal formalities to progress we would recommend you take the time to read this guide. Buying a house is one of the biggest investments you will ever make, it’s worth the time. Whilst our role in the transaction is to help and answer any queries you may have a lot of usual questions clients have are answered here. This guide has been written with a view of not only guiding you through the conveyancing process but also to protect you. Whether you are a first time buyer, buying to let out or an experienced mover, the house buying and selling process changes regularly.  |

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| **THE SOLICITOR’S ROLE** |
| For many people the legal conveyancing process is just seen as a paper shuffling exercise. This is far from the case. The conveyancing process takes longer now due to the additional requirements put on solicitors and the need to make sure we are protecting our clients.Historically the conveyancers role was to convey title to the buyer and that was about it. Now there are more searches available on the market place highlighting potential matters which could have an impact upon your use or enjoyment of the property and many matters which have fallen within the solicitors role eg checking ID, checking source of funds, checking for planning consents and building regulation approvals etc. A buyer’s main concern in a transaction are usually just: the content of the Fixtures and Contents form, when do you get your keys and well when can you get your keys! Without the proper diligence done by us on your behalf, you are at risk of experiencing problems on resale or your investment not being a safe one. English and Welsh land law has lots of little pitfalls lurking in its depths to capture the unwary, and conveyancing solicitors are highly trained specialists, looking for all of those nasties so that they don't catch you out.We are here to help you try and buy a problem-free property. If at any stage you have any questions, queries or doubts about your purchase, you should contact the conveyancer handling your file.**WHAT WE LOOK AT** **Legal Title**We will check the legal title relating to the property you are buying, and that the sellers are entitled to sell the property. We will check the Seller's title to see whether there is anything in the deeds disclosed to us or Land Registry entries which may cause you problems once you own the property.**Sellers Property Information Form** The sellers will generally complete a Sellers Property Information Form providing details of any notices received, complaints made, guarantees and building works that have been undertaken. We will check the Sellers Property Information Form and see whether any sections have not been completed or require further clarification. **Searches** We will submit and review the searches you need in order to buy the property. Further details can be found in the “Searches section”**WHAT WE DON’T LOOK AT****Energy Performance Certificate**The Seller is legally obliged to provide an Energy Performance Certificate (EPC) before he or she can put the property on the market. The EPC will provide you with a brief summary of the energy-efficiency of the Property, similar in appearance to those you will find on new fridges, washing machines, etc. This has no direct impact on the legal title of the property, so we do not review this. However, you might want to ask the seller (or the estate agents) for a copy and we will provide a copy with our Property Report if one has been provided to us. It is possible to obtain a copy online. **The Physical Condition of the Property (including Japanese Knotweed)**We will not check the physical condition of the property. It is up to you to ensure that you are happy with the physical state of the property you are buying, and the seller is not generally under any obligation to reveal anything that may be problematic. This reinforces the importance of a survey. **Financial Issues (e.g. mortgage)**We will check the legal terms of your mortgage and make sure that it is properly executed and put in place. However, we will not check whether it meets your financial needs. If you need help in this regard, you will need to speak to an independent financial advisor. If you would like help in finding one, please contact us.It is important to note that - as a rule of thumb - the names of the people on the mortgage offer must match the names of the people buying the property. For example, you cannot buy the property in the names of Mr and Mrs Smith, but have the mortgage in both Mrs Smith’s name only. Similarly, you cannot buy the property in Mrs Smith’s name, but have the mortgage in Mr and Mrs Smith’s names.We are not involved with the mortgage application and you should keep in touch with your mortgage arranger until such time as the offer is issued. We should receive our copy of the offer the same day or within a few days of you receiving your copy. **Taxation issues (other than SDLT/LTT)**We will not automatically give you assistance on taxation issues (such as income tax or capital gains tax), although we may be able to recommend you to an accountant or if you raise this with us to discuss whether advice may be required.If you have concerns as to how your purchase may affect your inheritance tax position please speak first to your conveyancer, who will be able to put you in touch with one of our other specialist solicitors.Where assistance in submitting a capital gains tax return is required, or fuller advice is needed, we would recommend that you speak to an accountant. If you would like help in finding one, please contact us. |

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| **CYBERCRIME & FRAUD** |
| **BANK DETAILS - CLIENT WARNING**It is unfortunate that it has never been a more dangerous time to buy or sell a property as criminals are targeting property transactions to steal large amounts of money from buyers and lenders. Clients sending funds to solicitors are at risk from cybercrime as criminals are using highly sophisticated scams to steal clients money.Many of us are familiar with ‘phishing’ which is the means by which fraudsters acquire sensitive information, such as bank account details, by posing as a known or trustworthy entity in an electronic communication. We are alive to the risks to a certain extent, and we generally think twice before revealing sensitive or financial details online or in response to unexpected or unsolicited correspondence.One of the latest pools in which fraudsters have decided to phish, however, is that of the e-mail accounts of conveyancing solicitors. It appears that fraud of this nature is becoming ever increasing because of a combination of ignorance of the risks; the general public’s rightful trust in solicitors’ firms and the conveyancing process; the tempting prospect of large sums of monies; and a lack of sufficient data security has meant that, just in the last few months, significant property transaction funds have fallen prey to fraud.In what are being described as some of the most worrying scams seen by the SRA, fraudsters are hacking into law firm e-mail accounts and intercepting e-mails between solicitors and their clients and between solicitors and their counterparts in conveyancing transactions.Despite heightened awareness of, and action to combat, money laundering and ID fraud, it is nevertheless commonplace today for entire transactions to take place electronically. In one recent case which hit the headlines, hackers intercepted e-mails between a solicitor and client. Posing as the solicitor, the hacker then sent an e-mail telling the client that the firm’s usual client account was being audited, and so completion monies should be sent to an alternative account (that account being, of course, one of the fraudsters’ own). Very many people receiving such a message from the solicitor with whom they had conducted almost an entire transaction via e-mail would, at that point, simply transfer monies to the new account without question. The client in this particular case was more astute than most might be, and it asked the solicitor for confirmation of their unique client reference to try to ascertain whether the request was genuine. However, the hackers were several steps ahead. Because they had gained access to the solicitor’s whole e-mail account, they had all of the transaction communications to hand and so they sent a reply with the correct details. The client therefore transferred nearly £300,000 to the fraudsters directly.In another case the hackers posed as the seller-client and sent pre-completion ‘instructions’ giving their own account as the destination to which the proceeds of sale – again, some £300,000 – should be sent. The solicitors duly acted as ‘instructed’ and the completion monies were sent to the criminals’ account.The Financial Fraud Action UK, the body which co-ordinates the financial industry's response to cyber crime, reported that UK financial fraud losses rose 6% to £325m in the first six months of 2015. The cost of these threats are catastrophic financial loss that can be life changing for the buyers and sellers.So, what can be done to minimise the risks?• Make sure you are aware of these risks from the outset hence this information.• Be extremely cautious of giving any sensitive information electronically.• We set out our bank details below if you receive an email no matter how plausible purporting to be from us asking funds are sent to an alternative account always contact us by telephone (using a telephone number provided previously and not on the email received) to verify the details• We use internal policies to verify the other side’s solicitor’s bank details and if the bank details do not match our checks we may undertake a further check called a Lawyer Checker which we will charge to you. This costs in the region of £12.00• If you change your bank details we will need this to be confirmed in writing and verified verbally and security questions may be asked. • Faxes might be more secure than using e-mail.• If you do find yourself a victim of this type of fraud you should immediately notify the police. They may be able to recover some of the stolen monies and potentially take action against the fraudsters. In addition, you should seek immediate specialist legal advice as to seeking a freezing injunction to try to preserve stolen monies in the fraudsters' bank account(s) and to pursue tracing claims and civil action to recover lost funds. |

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| **THE PROCESS** |
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| **SURVEY** |
| The general rule concerning a house or a flat purchase is "caveat emptor" which means "buyer beware". This is why a prudent buyer will almost certainly arrange for a survey and valuation report. Should your survey be unfavourable, you may wish to re-negotiate the price with the seller or withdraw from the transaction, if this is the case, please let us know.A common mistake is the distinction between "Surveys" and "Searches". A survey is an inspection of the property itself i.e. to check its condition. Searches are undertaken at to gather information on the property i.e. a search of records. We will only undertake searches as part of the legal formalities. We do not undertake a survey on your behalf, but do have relationships with some surveyors in the Derbyshire, South Yorkshire and Nottinghamshire area if you would like a recommendation.Another common misunderstanding is that the mortgage company will undertake a survey. A Mortgage lender will only undertake a valuation to check if the purchase price is justified before the mortgage is granted. They do not normally carry out a "Home Buyers" or "full structural survey". A valuation report is very brief and will not go into detail and may not be thorough enough to protect your interests and you will not necessarily be able to sue the valuer/surveyor should they miss something. There may be defects in the property which are not revealed by the inspection carried out by the lenders valuer and there may be omissions or inaccuracies in the report which do not matter to your lender but which would matter to you. Where your lender provides you with a copy of the valuation report you should not rely on the report in deciding whether to proceed with the purchase and you should obtain your own more detailed report on the condition and value of the property, based on a fuller inspection, to enable you to decide whether the property is suitable for your purposes. Your lender may even only undertake a desk top valuation so do not assume a physical inspection has even been undertaken! Legally the Seller is not bound to give any guarantees as to the condition of the property, and the Buyer purchases the property as it is seen. Whilst a survey is not compulsory and it is your decision whether or not to undertake a survey we recommend that in all cases a Home Buyer's Report is undertaken or a full structural survey for older properties.Image result for crack in chimneyIn older properties a specific survey/report is sometimes advisable, especially where there is a suspicion that the property may suffer from woodworm, rot or damp or have an old electrical or plumbing system.If you wish to instruct your own surveyor to carry out a homebuyers or full survey please ask them to let us have a copy. Please note however, if you do have a survey we are unable to advise you on the contents as we are not surveyors and any questions should be raised with your surveyor who carried out the report direct. We are also unable to advise you as to the route of any private services such as drains, water mains wires or pipes etc and if you are intending to extend or alter or develop the land or property you should instruct a specialist surveyor to identify the location of any such services which could have an impact on your proposed works.**Japanese Knotweed**The Royal Horticultural Society’s website says 'although rather attractive, Japanese knotweed is a real thug as it spreads rapidly. In winter the plant dies back beneath ground but by early summer the bamboo-like stems shoot to over 2.1 m (7ft), suppressing all other growth. Eradication requires steely determination as it is very hard to remove by hand or with chemicals'. The presence of Japanese Knotweed on the property may affect your ability to obtain a mortgage, and could affect the future sell-ability of the property. As it does not relate to the legal title, we do not inspect or consider this further. The Sellers Property Information Form raises a question but it is possible that the seller may answer “not known” or not be aware of its presence. That does not mean that the plant isn’t present at the property. If you have concerns whether a plant you have seen at the property is Japanese Knotweed, you should take advice from a surveyor but if you are aware of the presence of its presence please let us know.  |

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| **SURVEY FAQ’s & COMMON MISCONCEPTIONS** |
| Does the solicitor arrange the survey? | No we undertake searches which are an inspection of records but do not involve a physical inspection of the property. We work with a number of local surveyors and would be happy to ask them to contact you to arrange a quotation but they are not connected with or form part of our firm.  |
| Does the lender do the survey? | No the lender undertakes a basic valuation just to check the property exists and that the property is considered suitable for the lender. If the valuer does not pick up on any defect then you will not have a claim against the valuer. You may be able to pay an additional fee to upgrade the valuation to a survey but would need to check this with your lender or mortgage arranger. Sometimes it’s considered better to arrange an independent survey as some mortgage lenders surveyors have time constraints due to the number of valuations and surveys being undertaken.  |
| Does having a survey mean every defect will be brought to my attention? | No although there are different types of survey which some being more in-depth than others most surveys are visual inspections only and may not be able to identify faults or defects which are covered. Although not always possible a good surveyor will have a trained eye which may help spotting issues where the cause may not be apparent.  |
| I’m not having a survey what do you recommend?  | We recommend you have a survey but if you don’t definitely have more than one viewing and on the second visit look with a fresh pair of eyes eg are there any roof tiles slipped, are there newly painted areas which could be hiding a past damp problem, are there any windows where the seals on the units have broken. If you are lucky enough to have a builder in the family or a friend you could ask them to view the property. The survey is considered best as the surveyor will have Professional Indemnity insurance in place should they omit to point out a visual defect and also go equipped with binoculars and ladders to inspect harder to see areas such as chimneys and loft spaces.  |
| Will the survey tell me the costs of any remedial works  | No the survey will identify visual defects only and enable you or the seller then to obtain quotes and re[ports as to the works required and costs involved to put the defects right. You may seek to renegotiate depending upon the findings  |
| Will the survey check the electrics and gas/oil/gas systems at the property eg heating appliances  | No these fall outside the scope of the report and you should consider having the electrics and heating systems tested prior to exchange of contracts especially where the sellers haven’t done so within the timescales recommend. Sellers are not legally obliged to have a current Gas Safety Certificate or Electrical Test certificate in place at the point of sale.  |

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| **CQS – Quality Conveyancing Scheme**  |
| C:\Users\ay1\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Word\Accredited CQ_logo rgb.jpgElliot Mather LLP is CQS accredited which means we must follow the schemes protocol. The scheme is intended to speed up the home buying and selling process and set guidelines for conveyancers to follow which are considered “standard practice” Under the scheme we must raise only those specific additional enquiries required to clarify issues arising out of the documents submitted or which are relevant to the particular nature or location of the property or which the buyer has expressly requested.We must also resist raising any additional enquiries, including those about the state and condition of the building, that have answers which are capable of being ascertained by the buyer’s own enquiries, survey or personal inspection. Such enquiries should not usually be raised.Indiscriminate use of ‘standard’ additional enquiries may constitute a breach of the protocol. Under the scheme the seller’s solicitor does not need to obtain the seller’s answers to any enquiry seeking opinion rather than fact. **This limits the enquiries we can raise and we cannot raise generic enquiries. This reinforces the importance of you having a survey done and if you do wish us to raise something in particular (eg as you will have inspected the property or may have particular concerns or been given assurances by the seller when you inspected the property) to let us have express instructions to do so.**  |

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| **SEARCHES** |
| Unless you are a cash buyer and have instructed us not to, generally we will undertake a Local Authority, Drainage, Environmental and flood search and, (where geographically appropriate) Mining and other searches regarded as standard.**Local Authority Search**This search checks for any restrictions relating to the land or property (e.g. tree preservation orders; whether the property is listed or in a conservation area) and about any relevant external factors (e.g. new roads [except those proposed by private bodies] or rail schemes) but do not tell you about development on the neighbour’s land. **Drainage Search**Amongst other things, the drainage search will reveal whether the property is connected to the mains water supply and drainage system, and whether there are any mains drains crossing the property (which could hamper future extensions)**Mining Search** We will carry out coal mining searches in areas where coal mining is or was commonplace. Locally, this covers most of Nottinghamshire and Derbyshire. Amongst other things, the mining search will reveal whether there has been any mining subsidence in the past, and whether there are any old mine shafts/entries on the property which could be a risk in the future.**Environmental and Flood search**We will carry out an environmental and flood search as standard. Flood risk or contamination risk can cause significant problems, liability or affect the value of your property. Amongst other topics, this search covers whether the property is built on land which could be considered to be at risk from contamination (but not soil samples will be taken as it is a desktop search only) or fall within an area which could be at risk of flooding.With our letter of engagement we provide details of additional searches and upgrades you may wish to consider to make sure you get the complete picture and can make an informed decision whether the property is right for you. The initial searches are limited only to the property you are buying. They will not reveal anything affecting the property next door. Therefore, if the people who own the property next to the one you are buying intend to build a large extension, this will not be revealed by your local search. There are optional searches available which provide further information about the surrounding area (and we can arrange these for you but these will incur additional cost) please refer to our letter of engagement which provides details of the option searches and upgrades you can request.Again, the searches do not include a physical inspection of the property and the enquiries we will carry out will not reveal issues of flooding, landslip, subsidence (other than in a past mining subsidence where a claim has been made in the mining search, where necessary), damage by tree roots, damage by defects, dry or wet rot or timber infestation. You will need to have survey to check for these issues.We will apply for the searches as soon as we receive payment to prevent delays, but if you wish to wait until your mortgage offer has been confirmed please let us know prior to paying funds. You will pay a sum on account to cover the cost of the searches at the outset but this will be deducted from the sum quoted to you at the start. |

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| **TIMESCALES** |
| We would estimate that a straight-forward purchase with no hitches will take around 8-12 weeks from instruction to completion. However, please note that this is a very rough estimate! Every transaction is different, and the time it may take for each stage in the transaction will be different. Moreover, the timetable that will be expected by the parties at the outset may change and the order in which processes are undertaken may alter. There is no ‘normal’ transaction and any timetables given to you is no more than a general indication. There are so many factors involved in the conveyancing process over which neither you nor we have any control (e.g. the Seller, the Seller's solicitors, the Seller's seller, etc). This makes it impossible to guess at the beginning with any degree of certainty when a matter will complete.You should not start discussing completion dates until all parties in the chain are ready to proceed as by doing so this will create stress and disappointment when the date cannot be met. If you have any holidays planned, dates you simply cannot move or timescales which you need to try and meet e.g. due to school places, please let us know early we are always happy to discuss these things with you and help formulate a plan to try and hit your preferred date where possible. |

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| **MONEY LAUNDERING** |
| Image result for money launderingWhere there are large sums of money moving about, there are strict rules in place, dictating what we must check in order to prevent money laundering. Some of these can result in us having to request in-depth information about your finances, or insist on receiving money from you in a certain form (e.g. electronically, and not in cash). Please accept our apologies for any intrusion in to your private finances, but it is essential that we check this information. If you do not wish to provide it then please do not instruct us.  |

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| **SDLT/LTT** |
| Even if there is no taxy to pay, you will still need to submit a tax return. We will attend to this on your behalf.We are not accountants and you may need specialist advice if the circumstances are complex or not straight forward. The form will normally be prepared and submitted online. You will be asked to sign an initial copy of the form or authority to complete and submit this on your behalf and provide a copy on completion for your review. The return must be filed within 14 days of completion of your purchase, and there are fines to be paid for late filing, even where there is no tax to be paid in the first place.Although this is a 'self-certified' return (i.e. the Revenue/Welsh Regulation Authority takes the information you supply at face value), the Revenue/Authority do have the power to investigate the case for several years after filing. As such, it is important to make sure that all the information is completely accurate.Finally, please bear in mind that SDLT/LTT is a personal tax, just like income tax, so it is your responsibility to submit the return and make sure that the tax is paid, even if someone else (e.g. a builder) has agreed to pay it for you. |

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| **WOODBURNERS, OIL, GAS & ELECTRIC APPLIANCES** |
| If there have been works on the heating or electrics in recent years, then the sellers may have needed to obtain certification showing compliance with the Building Regulations. If we are told about such work, we will ask to see the certification and will give you advice as to your options if the certificates are not available.The sellers should state within the Sellers Property Information Form when the gas appliances and electrics were last tested. If this was within the last 12 months we will generally ask for the last service report if available. However, the existence of a certificate or service report does not mean that the works are currently in a good state of repair or up to current day standards. We would advise you to consider whether you want to commission your own electrician or plumber to check of the property prior to exchange of contracts. Please bear in mind that once contracts are exchanged, it will be too late! |

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| **EXCHANGE OF CONTRACTS** |
| You will sign one copy of the contract, and the seller will sign another identical copy. The contract becomes binding once those two copies are formally exchanged between the solicitors not at the point you sign the contract. Until exchange of Contracts either party can withdraw from the transaction but after exchange both the Seller and you are legally bound to proceed to completion. On exchange, the completion date will be set, the price will be set and neither party will be able to change his or her mind about the transaction.**Deposit**You will be expected to pay a 10% deposit on exchange of contracts. If you are selling a property at the same time as buying, we would normally use the deposit from your sale. Please note, most sellers now will usually accept a deposit of less than 10%. If, however, you subsequently fail to complete your purchase, having exchanged contracts, the remainder of the 10% will become payable as a debt (unless broadly speaking the failure can be proved to be the Seller's fault). |

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| **BETWEEN EXCHANGE & COMPLETION** |
| Whilst not intended as a complete or exhaustive list, between exchange and completion you should:* inform your removal company of your move date.
* contact your utilities, water and broadband providers to close or move your old accounts.
* you will already have arranged buildings insurance for your new property at exchange (unless it’s a newbuild in which case it should be placed on risk from completion but you can do this ahead of completion as soon as we have confirmed the date for completion). You should also consider taking out contents insurance to cover your belongings.
* organise for your post to be forwarded to help protect you against identity fraud – the Royal Mail offers a post-forwarding service.
* order any appliances and furniture you will need (consider when you want them to arrive – on moving day (when you may not be able to influence the time or shortly after).
* start packing and clearing out unwanted objects when you are in rented or have a related sale.
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| **COMPLETION AND MOVING** |
| Completion will take place on the date agreed in the Contract. On that date we will pay the balance of the purchase monies to your Seller's Solicitors and your Seller is legally obliged to vacate the property and hand the keys over to you (normally by 2 p.m.).The time of completion is influenced on what time funds are received by us and your sellers solicitors which is outside of our control and reliant upon the banking system. There are two parts to completion:(a) legal completion: involving the transfer of funds and receipt by the seller’s conveyancer; and(b) practical completion: checking the property has vacant possession and is empty, and arrangements for collection of keys by the buyer.These rarely happen simultaneously and we will let you, or the estate agent, know when the keys can be handed over. This should be no later than the time stated in the contract.• Keys can be dealt with either via the estate agents or you can make arrangements before completion. • Remember to take meter readings when you leave your current property and when you arrive at the new one. A date-stamped photograph is useful.• It is also advisable to pack a box of essentials that you will need on the first night in your new home – this might include toilet paper, crockery and cutlery, a kettle, snacks, toiletries, bedding and towels, chargers, cleaning items, bin bags and lightbulbs.• When you first arrive in your new home, it may be dirty from the builders or previous owners. Be prepared to give it a quick clean before you move your belongings in.• If there are delays to your money being paid to the seller (which is more common in long chains) you may not get access to your new home when expected. These delays may incur additional charges from your removal company – check their policy in advance.• You may wish to change the locks of your new home to ensure you are the only one with a set of keys.Where you have a sale the day of completion is not a day for packing but to move boxes you have packed beforehand – if you leave it until the day of completion you are likely to run out of time and may be in breach of contract for late completion. After the move we will register the change of ownership with HM Land Registry and settle any other payments, including Stamp Duty Land Tax in England or Land Transaction Tax in Wales. |

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| **AFTER COMPLETION** |
| Once you have moved home, you should update the following with your new address: * local authorities of both your new home and your previous one to get your Council Tax liability transferred to your new property to ensure you don’t keep paying tax on your old one. Similarly you should move your electoral roll registration over to the local authority in your new area.
* utilities and water
* GP and other medical providers e.g. dentist
* DVLA (if applicable)
* bank or building society
* insurance company – cancel insurance for your old property.
* any financial products you have (e.g. bank or building society accounts; pension schemes)
* mobile phone, TV and internet packages
* vet, especially to change your pet’s micro-chip details (if applicable)

Once completion has taken place, it is a legal requirement to register you as the new owner of the property with the Land Registry. Technically speaking, you do not become the full legal owner of the property until this ownership is properly registered. This process can take anything between a few weeks and 6 months depending on the property Newbuilds and first registrations take longer. We will write to you to confirm when the registration has been completed.Once registration is completed, we will remove all the paperwork from your file that we do not need to keep and send it to you, and your file will go in to storage. The file will be destroyed after 6 years. |

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| **LEASEHOLD AND FREEHOLD** |
| When considering a property purchase, it is really important that you know whether the property is freehold or leasehold.A freehold property means you own the property and land outright.A leasehold property means you only own the property for a fixed number of years, but not the land on which it stands. You have the right to live in that property, but you will need to follow any rules laid down in the terms of the lease. Flats are often leasehold, but houses can be too. The length of the lease will be specified in the lease itself and in the Land registry title contract, but you should ask the estate agent up front how long is left on the lease and should wait until you have this information before making an offer. Estate agents must be upfront about lease length, any costs or fees, and how these might change over time. As the lease length gets smaller, the property value may be affected, especially once it falls under 80 years. Many lenders are reluctant to lend on properties with less than 80 years left on the lease. More information is available from the Leasehold Advisory Service.If you buy a leasehold property you will almost certainly have to pay regular ground rent and service charges to your freeholder. We will check the amount payable for you. • The ground rent is a sum you have to pay to your managing agent/landlord if it is a condition of the lease.• The service charge is paid to the managing agent or landlord towards the costs they incur for the services they provide, like repairs, gardening or cleaning of common areas. It can also include building insurance. Details of the costs covered under the service charge will be contained in the lease. Both ground rents and service charges vary from one property to another and details about both should be written in the lease.If you are thinking of buying a leasehold property, make sure that you have carefully considered the terms of the lease. We will provide you with a copy of the lease with and details of the ground rent and lease term in our Property Report. You should read the lease carefully and check whether the lease contains any restrictive terms and conditions; for example it may not allow you to keep pets in the property or your ability to rent to a tenant.A leasehold property can often take a few weeks longer to purchase than a freehold property due to a number of additional steps in the process and the extra paperwork we have to go through on your behalf to make sure everything is ok. |

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| **NEWBUILD** |
| Buying a new build property can be quite different from buying a second-hand home. You may be buying off-plan, meaning the property may not even be built yet. Some differences to be aware of include:**Money** • When buying a new build home, you may need to put down a reservation fee to hold the property. This may only be refundable in certain circumstances, so check the small print before you pay.• Many developers will ask you to exchange contracts and pay a deposit shortly after reserving the property. You should make sure your lender/mortgage broker is aware of the deadline and are able to meet it.• There may be additional charges associated with a new build property, for example estate common area charges. We will provide details in our Property Report of any such matters which may affect you**Timescales** • If your property is still being built, your developer may give you a date by which the property should be finished. On some occasions this end date may be delayed or brought forward. The builder is in control of the completion date. Make sure you know what will happen in either scenario. If the former, your mortgage offer may need to be refreshed as they usually only last for a limited period.• A long-stop date can be written into your contract, if the builder agrees, which permits you to withdraw from the purchase in the event of long delays to the property being finished.**Snagging Issues**• Snagging issues are defects or unfinished pieces of work in a new build home.• You should consider agreeing at exchange that a snagging survey should be carried out once the property has been built and prior to completion.• This survey can be carried out by a professional company or done yourself. You should report back any issues to your developer and ask for them to be addressed before you move in.• Most new build homes have a 10-year warranty for major structural problems and a 2-year warranty for general defects, but this may not cover the whole of the property and any attached land. Make sure you are clear about what is and is not included in thewarranty before you put down a deposit.• Before you make an offer, understand what will and won’t be fixed before completion and what happens if you have a dispute with the builder. The contract does not require the builder to put right every snagging item and those that they do agree to deal with may not be dealt with prior to completion. |

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| **REMOVALS** |
| The seller of a property is legally bound, under the terms of the Contract of Sale, to vacate a property on the day of completion by a certain time, usually 1pm or 2pm, but the Contract will confirm. The property should be emptied, as per the Fittings & Contents list completed by the seller, and the keys should be available for the buyer by the time stipulated in the Contract. Note if no time is specified in your Contract, you can assume this is 2pm as per the Standard Conditions of Sale. **Obtaining Quotations**It is prudent to start obtaining quotations for your removals as soon as possible, which will assist you in budgeting for your move. Obtain at least 3 quotations (in writing) and check that the removal firm is registered with the British Association of Removers (BAR) and / or the National Guild of Removers and Storers (NGRS). Removal company quotes depend on a number of things, including what day you move, the distance covered, the size and value of the load, who packs and unpacks, and the ease of access to and from the properties. The cost of travel distance / fuel should be accounted for in your original quotation. Consider that a long distance move will considerably increase the cost of fuel. A large vehicle with a heavy load will only manage approximately 10 miles to the gallon (around 60p per mile.) The end of the month and Friday’s are the most popular time for completions, and some removal companies will charge more at these times. Similarly, they may offer discounted prices for a mid-week move. Ensure your possessions are insured for transit. Most removals companies provide this but check what it covers and whether there are any exclusions. For example, anything *you* have packed may not be covered by the removals firm’s insurance. If you are planning to transport any valuable items yourself, check that these are covered in transit by your contents insuranceCheck the costs for cancelling or postponing a move date after it has been confirmed with the removal company. A typical example of cancellation / postponements fees are as follows:4-7 days Notice of delay or cancellation – 50% of total fees3 days Notice – 75% of total fees1-2 days Notice – 90% of total feesLess than 24 hours Notices – 100% of total feesCheck the costs for a ‘cancellation protection insurance policy’ or a similar policy, to cover you in the event that the date for moving is changed at the last minute. Some policies will only cover you if the date is changed after contracts have been exchanged. Although unforeseen circumstances do happen, it is extremely rare for the date to be changed after contracts have been exchanged. Check for a policy that covers you if a date is changed prior to exchange of contracts. **When should I book my removals?**It is frequently the case that both buyers and sellers are keen to book removals as soon as possible in preparation for their move, especially when in a chain. However, no completion date is set and legally binding until the point that contracts are exchanged. Once you have reviewed your quotations and decided which company you would like to proceed with, you should book a provisional date as soon as possible, to secure the removal company of your choice. Remember the good / popular removal companies will get booked up well in advance. Remember to check that the removal company will not charge a fee to change the provisional date, and ensure you check and make a diary note of when the removal company require you to confirm the booking. Remember that any dates you confirm for removals prior to an exchange of contracts taking place, could be subject to change. However, exchange of contracts cannot take place until all parties in the chain are ready (and the completion date has been agreed.) It is not possible for us to predict when exchange of contracts will take place, as this will depend on the position of the chain. Sometimes there can be as little as a few days between exchange and completion, and it is possible (although not advisable) for exchange and completion to take place on the same day. If you are in a chain please remember, that we can only speak to the solicitors acting for your buyer or your seller. Therefore despite best efforts, it is not always possible for us to ascertain the exact position of the upward/ downward chain. It is advisable to involve estate agents (if any) when discussing dates for exchange and completion, in checking the status of the chain and that everyone is in a similar position, as they are at liberty to discuss the position of other parties with any agents in the upward / downward chain. However, do not rely upon any dates unless and until these have been confirmed by your solicitor.Even where a provisional completion date has been agreed by all parties, this cannot be relied upon until exchange of contracts, therefore you cannot confirm a definite date for your removal company until contracts have been exchanged. Where an early exchange is not possible, you have little choice but to book your removals prior to exchange, but we would reiterate this would be entirely at your own risk. It is therefore advisable to take out the cancellation protection insurance referred to above. **Hiring your own Van?**If you are planning to hire your own vehicle, rather than using a removal company, then the same issues should be considered. i.e. How much notice do the hire company need to confirm the booking? Will there be any cancellation costs for changing or cancelling the booking? Insurance for the contents of the van will usually be your responsibility, remember to check this with the hire company. You should also consider the time it will take you to load and unload the van, and the number of trips required, in view of the fact that you will need to vacate your sale property by early afternoon. Removal companies can make this look easy but remember they are specialists! It can take longer than anticipated to physically move and you may wish to consider asking family and friends for help on the day, and have backup help in case someone is not available. **Long Distance Moves**Should someone be relocating and the purchase property be a distance from the sale property, then it is prudent to allow for as much time as possible between exchange and completion, and this should be communicated to all parties as early in the transaction as possible. The logistics of a long distance move should be confirmed with your removals company as soon as possible, certainly no later than a week prior to completion. Remember a removal wagon fully loaded cannot travel very fast. If you are relocating to a different county, and have more than one trip to make, consider that the driver of a vehicle over 3.5t can only legally travel for 4.5 hours, after which they must stop for a 45 minute break, before they are able to drive for a further 4.5 hours, following which they must stop for a minimum of 10 hours. If you are using a removal company local to your area, they may be able to load the majority of your items the day before. Talk the process through with your removals company so they can work around your circumstances.  |

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| **BUY TO LET** |
| ***This section only applies to you if you are buying* a *property with the intention of letting it out, or where the purchase is* *subject to an existing tenancy.***We will make sure that you obtain good title to the property you are buying (subject to our Terms of Business and the comments elsewhere in this guidance sheet), but we will not automatically advise you as to your rights and responsibilities as a landlord or prepare any tenancy agreement.If the property you are buying will be subject to an existing tenancy on completion, we will make sure that the agreement is valid and that it complies with the requirements of your mortgage lender if you are getting a mortgage, but we will not automatically advise you of the content of the agreement or check that it was validly granted or initial requirements complied with.We do not handle the transfer or the setting up of a landlord and tenant's deposit scheme.We do have solicitors who can advise you on such issues, but that will be treated as a separate matter, and will incur extra costs. If you would like further help in this regard, please discuss it with the conveyancer working on your file.When you buy a property to let out you will become a landlord and owning investment property is not like owning your own home. Instead you are effectively running a small business and you have important legal responsibilities, for example with regard to your tenants’ safety. You should carefully research the market seeking advice from a specialist letting agent if necessary on the best area, type of property, rental demand, your obligations as landlord and possible rental income. You should also consider carefully about the type of tenant you are aiming to attract you should also note the type of tenant may affect the insurance premium or may be restricted by your chosen mortgage product. Whilst our instructions are solely limited to the purchase and not providing advice on letting we would point out the following which should not be treated as exhaustive or considered instead of full advice:**Tenancy Agreement**It is important that you enter into a valid written and tenancy agreement with your tenant which also satisfies your lenders requirements. There is no standard form or clauses for a tenancy agreement and they can vary in their contents. We can assist you with the preparation of your tenancy agreement if you are not letting the property through a specialist letting agency who is undertaking this as part of their service. If you would like to discuss this with us and obtain a quote, just let us know. We are able to be flexible and add or delete various clauses to suit your circumstances/requirements. **EPC**It is a legal requirement to have an Energy Performance Certificate (EPC) on any property let which cannot be over ten years old before your tenant enters the property. Your seller in this case should provide you with a copy and if we haven’t provided a copy with this report you should ensure you obtain a copy from the estate agents to avoid duplication and unnecessary expense. Although the EPC rating may not be of concern to some buyers, if you are proposing to let the property out now or in the future you should pay careful attention to the EPC rating. The Energy Act 2011 places a duty on the Secretary of State to bring into force regulations to improve the energy efficiency of buildings in the domestic and non-domestic private rented sector in England and Wales.From 1 April 2016, landlords of most domestic houses/flats cannotr refuse a tenants reasonable request to improve the energy efficiency of a let property, whether it has an EPC or not. Landlords (you) will be able to refuse a tenant’s request for consent where the funding route proposed by the tenant to pay for requested improvements entails net or upfront costs to the landlord (you) for the energy efficiency improvements. Funding options that may be available for tenants to ensure there are no net or upfront costs to landlords include Green Deal finance, the Energy Company Obligation (“ECO”), local or national grants, the tenant’s own sources or a combination of these.From April 2018 – a Landlord cannot grant a new Tenancy (including any renewal) of their property with an EPC rating of below an E. From April 2020 - a Landlord cannot rent any property with an EPC rating below an E.**References** We recommend you undertake a reference check on the tenant to make sure they are financially suitable. This may be a requirement of your insurance company and or lender and we would advise you to check if you were considering letting without obtaining references.**Rent Deposit** The Rent Deposit needs to be registered with a Deposit Protection Scheme. The deposit must be registered with the chosen deposit protection scheme within 14 days of receipt of the deposit from the Tenant.You must also give certain information to your tenant regarding the deposit and failure to do so may mean that you face a financial penalty and you may also be prevented from serving a Section 21 Notice to recover possession of your property if you do not register the deposit with a deposit protection scheme. If you instruct us to prepare the tenancy agreement we can provide you with these details. **Buildings Insurance**Where you have a mortgage you will still be liable to take out a suitable buildings insurance policy which we would advise you take out even if you do not have a mortgage on the property. You should let your insurer know that the property is let out as you will need a Landlords Insurance policy and not a regular policy. The premium may vary dependent upon the type of tenant you have e.g. professional/student DHS and you should inform the insurer at the time of taking out the policy and when the tenant changes if they fall within a different type. You should also consider taking out a contents insurance policy, if there are items within the property which still belong to you and will remain in your possession during the tenancy e.g. blinds curtains and floorings.**Gas Safety Certificate** You are required by law to provide a Landlords Gas Safety Certificate to the tenant on an annual basis, and therefore you should ensure that you arrange for one to be undertaken prior to the start of the tenancy.**Rent Guarantee Insurance** It is possible for you to take out an insurance policy which can cover any missed rent payments and tenants who fail to abide by the terms of the tenancy agreement. This policy may be considered an absolute requirement as these can cover your mortgage payments and may also cover legal costs in evicting any troublesome tenant. These policies are also now relatively inexpensive. **Inventory**We would advise that you carry out an Inventory of any fixtures and fittings you are leaving in the property for the tenant to use, for example, cookers, sofas, televisions etc. You may wish to use a video camera to record the condition of the items left prior to your tenant entering the property. This could prove useful at the end of the tenancy, should there be a dispute over the return of the deposit. The inventory needs to be attached to the Tenancy Agreement if you have not already let me have this previously. **Mortgage Conditions**Where you are having a mortgage this should be a specialist buy to let mortgage product. You should check with your lender any conditions they may have with the tenancy and also any requirements they have on the tenants that are acceptable to them. Buy to let mortgages example exclude using the property as holiday lets and if this is your immediate or future intention you should let us know immediately and seek further advice upon an alternative suitable mortgage product and any additional requirements such as planning etc. **Electrics**You should have the electrics tested regularly, as although this is not an annual requirement you will owe a duty of care to your tenant should they suffer any damage or injury as a result of faulty electrics. You may wish to consider having an inspection undertaken where the property is new, no test has been carried out during your ownership or if any valuation report made reference to the electrics being defective, unsafe, in doubt or aged in any valuation report you may have obtained. **Legionnaires Disease**Landlords of residential accommodation have responsibilities for combating Legionnaires Disease. This is pneumonia like illness caused by the Legionella bacteria and can be fatal. Legionella bacteria are widespread in water systems where the temperature of the water is such as to encourage growth of the bacteria, e.g. a hot water system. People catch Legionnaires Disease by inhaling small droplets of water which may be suspended in the air and contain the bacteria. Stored and recirculated water can pose a particular problem.As someone responsible for the control of premises landlords must know what they have to do to comply with their legal obligations and make sure that these are both complied with and kept under review.Detailed guidance is provided in HSE Guidance (link below). As landlord controlling premises you need to decide if there are water installations or systems on the premises which may give rise to a risk of Legionella bacteria being present. It is your responsibility to identify these. You may need to obtain outside advice. A risk assessment will be needed if any are identified. You may be able to do this yourself but only if you are competent. If not, you will need to appoint a competent person to carry out this assessment. Obviously, the larger the premises the greater may be the likelihood of Legionella bacteria being present.Also you need to consider whether any resident or visitor is likely to be more susceptible to infection due to age, illness due to a weakened immune system etc and whether they could be exposed to contaminated water droplets.Sometimes controls have to be introduced as a result of the assessment.The consequences can be serious. As a landlord you are legally required to manage properties so as not to expose tenants, residents and visitors to risk. Heavy fines or even imprisonment can be imposed especially if someone were to unfortunately die. You can be prosecuted even if there is an exposure to risk without anyone actually becoming ill.For further information please visit the Health & Safety Executive website at: http://www.hse.gov.uk/legionnaires.**Smoke and Carbon Monoxide Alarms**The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 require from 1 October 2015 to have at least one smoke alarm installed on every storey of their properties and a carbon monoxide alarm in any room containing a solid fuel burning appliance (e.g. a coal fire, wood burning stove). After that, the landlord must make sure the alarms are in working order at the start of each new tenancy. **Registration**For properties falling in Wales, the Welsh government is introducing a new registration and licensing scheme, a key part of the Housing (Wales) Act 2014. This will mean that every landlord who rents out private property in Wales will have to register with the central licensing authority via Rent Smart Wales. All managing landlords and agents will also have to obtain a new type of licence.**General Data Protection Regulation “GDPR”**GDPR came into force on the 25 May 2018.If you are a landlord it DOES apply to you (even if you just have one rented property) and the fines for noncompliance are up to the larger of 4% of your turnover or 20 million Euros.It relates to personal data and the way it is held and used. You should seek specialist advice if you are not familiar with the obligations upon you. **Green Deal** The Green Deal is a government's initiative for improving the energy efficiency of buildings in Great Britain by removing the up-front cost of such measures. It is based on a key principle that energy efficiency improvements to properties pay for themselves through the resulting savings on electricity and gas bills and applies to certain types of energy efficiency measures. The initiative creates a new "pay as you save" financing mechanism, available from accredited Green Deal providers to allow a range of energy efficiency measures (such as loft insulation or heating controls) to be installed in homes and businesses at no up-front cost. The scheme attaches the liability to repay the Green Deal financing to the property's energy bills, and requires the energy suppliers to recover the Green Deal payments through the energy bills For domestic private rented properties in England and Wales properties will be required to have a minimum EPC rating before being let. If the property falls below that EPC rating, the landlord is obliged to make energy efficiency improvements to the property to achieve at least the minimum of that EPC rating. The government indicates it intends to set the minimum EPC rating required at "E". Properties unable to achieve an "E" rating will have to carry out the maximum package of measures. The regulations will also provide that the Landlord is unable to unreasonably refuse consent to tenant's energy efficiency improvements. Although the initial regulations provided that any such measures must be made no later than 1 April 2018, you should pay attention to the EPC and current energy efficiency rating and prepare to undertake such improvements before this date. Although it is anticipated that the tenant will be responsible for these charges on the energy bills this may make the property less attractive to tenants if there are higher energy bills. **Tax**Where you own a second property or rent a property you may need to submit annual tax return forms to cover the rental income for income tax purposes and also on disposal in respect of possible capital gains tax. You should seek advice from a suitably qualified accountant to advise you of the likely tax that will be payable and the requirements of the Inland Revenue **Paperwork**Its important that you retain all your paperwork relating to the property in a safe place so this is readily available should you need it whether for the tax man or if you are unfortunate and have to go to court to gain possession of a property. **Right to Rent** Following the Immigration Act 2014, as at 1st February 2016, it became a legal requirement for Landlords to check whether potential tenants have the right to live in the UK. You must ensure that all tenants – including anyone over the age of 18 who will reside at the property (whether or not they are named on the tenancy agreement) - have the right to live in the UK prior to allowing them to rent your property. If you are appointing a letting agent then it should be stated in your agreement with the agent that they will carry out these checks on your behalf. Failure to comply with this can result in a civil penalty of up to £3,000.00.You must, if asked, be able to produce evidence that they have seen and made copies of “acceptable ID” prior to the start of the tenancy. What constitutes “acceptable ID” is set out in the “Landlords’ guide to checking immigration documents” leaflet available free of charge on the Gov.uk website. **How to rent guide**The Department for Communities and Local Government have issued an “How to Rent Guide” for use from 1 October 2015. The How to rent guide needs to be served on all new and renewal tenancies from 1 October 2015.The guide serves as a helpful check list for anyone searching for a house or flat to rent, offering guidance through every step of the letting process.**Selective Licensing** Some Local Authorities (eg Nottingham City Council) have introduced selective licencing which is where you need to apply for a licence prior to renting a property in the private sector. Some Local Authorities will confirm in the local authority search where this is the case but not all local authorities do this. We would recommend you check with the Local Authority prior to exchange whether selective licensing has been introduced and if so the fees and obligations upon you as a result. Where a licence is required and you are having a mortgage it will be a condition of your mortgage offer that you obtain this prior to letting. |

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| **GREEN DEAL** |
| Green Deal finance may be taken out to pay for measures such as loft, cavity or solid wall insulation, double glazing, a new boiler, solar panels etc. The way the deal differs from a standard loan is that the repayments to be made should be covered by the savings on the energy bill from having the energy-saving home improvements installed. The Green Deal is not like a traditional personal loan, because it is attached to the property rather than you as an individual. This means it will pass on to the next owner of the property.The Green Deal is a complex product so we can’t provide full information here. If there is Green Deal finance attached to this property it should be shown in the epc providing the seller or agent has provided the latest epc for the property. The sellers are obliged to disclose the deal but due to the conveyancing process being so complicated its possible that it could be omitted. **The purpose of mentioning the scheme here is just to make you aware that if you find out after completion that the property is subject to the Green Deal and you haven’t agreed to take the property subject to the same, you only have 90 days from the date of completion to take action against the seller. You should therefore let us know immediately after completion if you find this is the case when dealing with meter readings and dealing with the utility providers. If action is taken against the seller in this time, you will then not take subject to the Green Deal. If you fail to deal with this within the 90 days you will take the property subject to the finance and higher utility bills. There will be an additional charge for us to deal with this post completion.**  |

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| **ENERGY PERFORMANCE CERTIFICATES** |
| Energy Performance Certificates (EPCs) are needed whenever a property is built, sold or rented. An EPC contains information about a property’s energy use and typical energy costs, recommendations about how to reduce energy use and save money and any green deal scheme payments that apply to the property. An EPC gives a property an energy efficiency rating from A (most efficient) to G (least efficient) and is valid for 10 years. It may be that your seller or a previous owner has undertaken works to the property which affect the energy rating. These works are not always discoverable from the documentation we receive. If you wish to raise this or you are aware of any such works, please let us know. When you come to sell the property the EPC may have expired and you may need to arrange one.  |

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| **COUNCIL TAX** |
| Residential property Council Tax bands have been set according to the value of a property. The property may be moved to a higher or lower band because its size or internal structure has been altered by a previous owner (eg If the property has been increased in size, decreased in size eg partly demolished or changed in some other way eg divided into flats or smaller self-contained units or converted into a single property). A band increase due to alterations only takes place after the property has been sold.Your property band may also change following the re-banding of one or more properties of a similar size, type and construction in the immediate vicinity of your property.A change in your Council Tax band means that the amount of Council Tax you pay to your local authority will also change.You can check the property’s Council tax band on the direct.gov website http://cti.voa.gov.uk/cti/inits.asp. This will also show an “Improvement indicator” which shows whether improvements have been made to the property that might result in the Council Tax band changing if a “relevant transaction” takes place, for example, if the property is sold. You cannot fully rely upon this however the council tax band may still be subject to change |

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| **OTHER THINGS TO CONSIDER** |
| **Advice if you are currently in rental property**If you are living in rented accommodation, please do not give your landlord formal notice of your intention to move out without speaking to us first. Even if you have agreed a completion date with the seller, until contracts are exchanged that date is not legally binding. If you give your landlord notice too soon, you risk being made homeless. Please discuss this with us further.**Cohabitation agreements**Are you buying as an unmarried couple It may be that a co-habitation agreement would be a good idea for you. This is especially so if one of you is not going to be on the deeds, or if there are to be children living at the property from a previous relationship. If you would like more advice, please speak to your conveyancer (or direct to our family law department).**Declarations of Trust**Are you buying as an unmarried couple? Or maybe your parents are contributing towards the purchase price? Perhaps you’re buying the property in your name, but another adult will be living in the property with you. Or maybe you’re contributing towards the purchase price in uneven shares? A separate declaration of trust could help clarify your legal rights and responsibilities, and avoid any arguments or problems in the future. We will provide information on joint ownership in our Property Report but this section should be read carefully in the above circumstances and If you would like more advice, please speak to your conveyancer.**Wills**It is always important to consider what impact buying your new property is going to have on your estate. For example, who will inherit the property? What will happen to any children living at the property when you pass away? What impact will the value of the property have on your inheritance tax liability? If you would like more advice, please speak to your conveyancer (or direct to our probate department) |