**IMPORTANT- PLEASE READ**

**SELLING 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 Selling Guide and contact us if there is anything you don’t understand
2. Please refer to our Selling 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** |
| Ok so you have decided to sell, chosen your estate agent, spruced up the house, invited strange people into your home, found a buyer and decided on which solicitor will help you sell your property…. the ride doesn’t stop there and then the fun begins!  We appreciate when selling 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.  Whilst our role in the transaction is to help and answer any queries you may have it is not practical to cover the whole content of this guide generally throughout the process.  This guide has been written with a view of not only helping you through the conveyancing process but also to protect you.  Even if you have sold a property before the house buying and selling process changes regularly. |

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| **THE PROCESS** |
| https://www.elliotmather.co.uk/storage/app/media/uploaded-files/Website%20-%20Resi%20Sale%20Purchase_001.png |

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| **THE INITIAL PAPERWORK** |
| [Image result for house maze](https://www.google.com/url?sa=i&rct=j&q=&esrc=s&source=images&cd=&ved=2ahUKEwjH3umMss_iAhUr8-AKHcgjC3gQjRx6BAgBEAU&url=https://www.wpclipart.com/recreation/games/maze/maze_house.png.html&psig=AOvVaw2cI_YIY-elyvxPs_jQdIfO&ust=1559722727459482)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 that it did say 15 or 20 years ago due to the additional matters which have to be dealt with as a result of changes and developments in the law.  Historically the conveyancer’s role was to convey title to the buyer and that was about it.  These days there are more regulatory requirements for us to deal with eg. checking ID, signing terms of business.  Initially you will receive an initial pack from us containing:-   1. Introductory letter – This is a regulatory requirement confirming who will be dealing with your matter, the conveyancer’s qualification and the supervisors details 2. Questionnaire - This is an information gathering exercise to provide us with your contact details and all the information we need to progress your matter. 3. ID requirements - We are required to check your ID for many reasons but mainly as a regulatory requirement and also to ensure you are the owner of the property to be sold. Fraud is becoming an ever increasing risk and it is something we look into carefully. If we have any doubt we may undertake further checks which may include online checks or ask for further identification documentation. Where the property being sold is not your residential address we are likely to require further documentation to establish a connection between you and that property. 4. Terms of Business – again a regulatory requirement containing various information including our complaints procedure. The terms are not property specific and not all of it may relate to your transaction as we have one document to cover all the types of work we do 5. Fixtures and Contents form – this will provide details of what is included and excluded from the sale. **If there is something which is not covered that you are leaving or taking with you, you can add items to the form.** 6. Sellers Property Information Form - This provides information about the property which only an owner would know eg details of any disputes or guarantees or building works. This is particularly important that you take the time to read each question and answer it accurately, a common issue is clients read the question to be what they want it to read rather than what it actually reads. Likewise its easy to forget something which may have happened or been received many years ago but should still be disclosed for completeness.   If you hold any of the following it would be ideal to return these with this documentation:   * Any guarantees * Any old deeds or indemnity policies obtained when you purchased the property * If the property was purchased in a former name an original marriage certificate or change of name deed evidencing the change so we can take a certified copy which will be required by the Land Registry * Fensa/certass certificates for any new windows * Any planning consents * Any building regulation completion certificates or approvals * Any napit, elecsa or NICEIC certificates for any electrical works undertaken post 2005 * Any Corgi compliance certificate for any boiler installed between 2005 and 2009 or Gas Safe Compliance certificate for any boiler installed after 2009   It is important that you deal with these initial requirements as quickly as possible as we cannot move on to the next stage until we receive them but equally it is important that you take the time to review the information and documentation required and answer any questions honestly and accurately to prevent problems after completion.  We are here to help. If at any stage you have any questions, queries about the forms or what is required, you should contact the conveyancer handling your file.  **WHAT WE DON’T LOOK AT**  **Energy Performance Certificate**  A Seller is legally obliged to provide an Energy Performance Certificate (EPC) before they 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 should have been arranged by your estate agent if one didn’t already exist from before. Where you have sold privately you should check online via the epc register whether one exists for your property and if it does that it remains in date. An EPC is valid for 10 years. If one doesn’t exist you should arrange one. The EPC register also provides a list of assessors who can arrange this for you where required.  **Financial Issues (e.g. mortgage)**  We will not check that you have sufficient funds to sell the property eg if there is a negative equity situation i.e the mortgage or mortgages come to more than the sale price. Where this is the case let us know so we can make contact with the lenders to obtain figures as early as possible.  Likewise we will not check whether any current mortgage is still affected by an early repayment penalty and you should check this with your lender. If this is due to expire shortly and you wish to delay completion until this penalty doesn’t apply, let us know at the outset.  **Taxation issues**  We will not automatically give you assistance on taxation issues (such as capital gains tax), although we may be able to recommend you to an accountant or if you raise this with us discuss whether advice may be required. You should be aware that the sale of a property which is not your main residence may give rise to a possible capital gains tax liability and you should contact us or your accountant for further advice. |

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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, sellers 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, but we cannot be responsible for the need for you yourself to protect your own information eg. online passwords etc.  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 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 money; 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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| **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 is considered “standard practice”  Under the scheme we must use the latest versions of the Sellers Property Information Form and Fixtures and Contents form and Law Society contract. We cannot include general additional conditions in the contract but if you have agreed with your buyer for anything in particular, please let us know eg that the property will be sold subject to an existing green deal arrangement. |

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| **TIMESCALES** |
| [Image result for never ending road](https://www.google.com/url?sa=i&rct=j&q=&esrc=s&source=images&cd=&ved=2ahUKEwjqvuOGts_iAhUq3uAKHY0qCbEQjRx6BAgBEAU&url=https://www.pinterest.com/pin/419749627743406761/&psig=AOvVaw1XpF1cZ5uCUv2Iju07G1nk&ust=1559723783675453)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! There are so many factors involved in the conveyancing process over which neither you nor we have any control (e.g. the buyer, the buyer's solicitors, the buyers buyer, etc). This makes it impossible to guess at the beginning with any degree of certainty when a matter will complete.  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.  It can seem a long road but 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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| **GAS & ELECTRIC APPLIANCES** |
| You are not obliged to supply an up to date gas safety certificate and service report or electric test report.  However, where you have one, we recommend you let us have this when returning the Sellers Property Information Form.    The buyers may require you to provide one but you may refuse. |

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| **EXCHANGE OF CONTRACTS** |
| You will sign one copy of the contract, and the buyer 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 Contracts are exchanged the Seller or the Buyer may withdraw without penalty. On exchange, the completion date and the price will be set.  **Deposit**  As the seller of a property you need to consider the question of the amount of deposit paid to you by the buyer.  Ordinarily, a buyer is expected to pay 10% of the purchase price as the deposit, which is paid at the time of exchange of contracts. The payment itself is something that is dealt with between the lawyers acting for the buyer and seller, but the question of the amount of the deposit can sometimes be important.  It is frequently the case that buyers do not have a full 10% deposit to offer to the seller upon exchange. The reasons for this are usually as a result of the buyer’s financial arrangements with their mortgage lender e.g. a borrower is having a mortgage of between 90% to 95%. In such cases, buyers do not normally have any additional funds with which to temporarily “top up” the deposit to 10%.  As a seller therefore, it is important that we make you aware of the way things work in respect of the deposit and to give you sufficient information so that if your buyer does not have a full 10% deposit to offer, you can decide whether or not to accept the position.  It is extremely unusual for a buyer, having exchanged contracts, to then not follow through and complete the purchase of the property. True, there are occasionally delays at completion, but ultimately transactions go through in all but the rarest of cases. If faced with a buyer who cannot make a full 10% deposit payment there are options:-   1. A seller could insist on a 10% payment being made and the buyer would then have to try and put together the funds somehow (e.g. short term unsecured loan or funds from family or friends). This may seem attractive but it is our experience that it is often difficult or if not impossible for a buyer to do – in the short timescales needed when exchange of contracts is coming up. Equally, any involvement of third party money in the transaction on the buyer’s behalf is likely to create delays whilst that is approved by the buyer’s mortgage lender. 2. Exchange and complete simultaneously – this has the advantage of waiting for the actual day of completion until an exchange of contracts occurs – therefore keeping the risk of problems in getting to completion to an absolute minimum. The downside of this though is that a lack of exchange means no contractual commitment until the day of the move itself, and for clients who are in a chain and need to make a physical move on the day of completion out of one property and into another, this is not a practical solution because of all the plans and arrangements that need to be made prior to the move.   A buyer who does not complete the purchase of the property stands to lose their deposit, which can be forfeited by the seller in accordance with the standard conditions under which the property is sold. If a 10% deposit has been paid upon exchange then the forfeiting of the deposit is a relatively straightforward matter. However, if a buyer has paid less than 10% at the time of exchange, then whilst that money can be forfeit and in theory the balance of the 10% figure is due from the buyer, the practicalities/realities of trying to get the balance of the 10% from the buyer may be insurmountable. It may well be the case (as mentioned above) that the buyer does not have any additional funds, and even if they do, chasing the buyer through the courts is costly and takes time. In addition, if your buyer has not paid a 10% deposit you yourself may be left vulnerable as you will remain liable on any related purchase transaction to pay the full 10% due on that transaction.  Our advice is that whilst a full 10% deposit is always preferable, this is not always possible and need not necessarily be a cause of concern given that (as mentioned above) there will likely be a financial reason behind it, and added to that is the extreme rarity of a transaction which never completes.  [http://static1.squarespace.com/static/533a0b37e4b01b10be98d618/t/548b233fe4b0e21fd3b78be9/1418404671477/](http://www.google.co.uk/url?sa=i&rct=j&q=&esrc=s&frm=1&source=images&cd=&cad=rja&uact=8&ved=0CAcQjRxqFQoTCILzuNWVjcgCFXI52wodKUoLdQ&url=http://www.robertcwhite.com/blog/2014/12/12/what-do-landlords-in-ct-need-to-know-about-security-deposits&psig=AFQjCNHv610qNUqfDnSDNTXPEAKMGk_4Zg&ust=1443097273214794)  If you are not happy to accept a reduced deposit you must contact us now to instruct us on this point. Unless you notify us otherwise, we will at the point of an exchange of contracts, accept a nil or reduced deposit on your behalf where a 10% deposit is not available.  If you have a related purchase then the amount of the deposit paid upon your sale is ordinarily utilized as the deposit/part of the deposit on any onward purchase, and you need to be aware that if a less than 10% is paid on your sale, that does not guarantee that a similarly smaller deposit will be accepted by the seller on your own purchase. If the size of the deposit you are to pay on your purchase is not acceptable to the seller or becomes an issue, then we will contact you to discuss the same.  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 to the seller (unless broadly speaking the failure can be proved to be the Seller's fault). |

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| **PREPARATION** |
| **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 * organise for your post to be forwarded to help protect you against identity fraud – the Royal Mail offers a post-forwarding service * keep paying your mortgage and buildings insurance right up until completion * start clearing out unwanted objects – don’t forget about the attic or garden shed   You are likely to have to move out of the property by lunchtime, so you should aim to be packed and ready to move the day before. The morning of moving day is rarely enough time to pack and clean a whole home, and this often causes delays for the rest of the chain.  If you have a mortgage or loans secured against the property, we will request your redemption figure. A redemption figureis the amount it will cost to pay back your mortgage early, which consists of the remaining unpaid mortgage, any early redemption charges and a certain amount of interest. We will pay off this sum upon completion, and you should be aware it may be slightly different to the initial redemption figure due to mortgage interest and it may not arrive until the day of completion so if there is money due from you a further payment may be required at short notice. |

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| **COMPLETION AND MOVING** |
| Completionis when we receive the remaining funds from the buyer’s legal representative, and you hand over ownership of the property.  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.  Before you leave you should ensure you have taken all of your belongings and any rubbish, and left behind anything that was agreed in the Fixtures and Contents form. You should leave your property in the condition you would wish to find your next home. Make a record of the meter readings and call your energy providers to close your account. Completion often happens and the keys are handed over to the buyer at lunchtime, so you need to have moved out by this point. However, you should be aware that delays can happen due to many people in the chain completing on the same day.    Money transfers take place on completion day, and you should be aware that there may be delays. The purchase money will be transferred from the buyer (or their mortgage provider) to their legal representative, who will pass it on to us. We will pay off the mortgage and any secured debts (if you have them) settle our own fees and any estate agents fees and send any balance due to you.  Where there is a chain, progress is dependant upon the actions of others, which can make a timescale estimate difficult to predict.  As mentioned before, the date for completion is fixed on exchange of Contracts. It is usually one to four weeks from the date of exchange, it is however, subject to negotiation and can take place a very short time after exchange of Contracts or even on the day Contracts are exchanged, if this is desired by both parties. However, where a mortgage is involved usually a minimum of five to seven days are required to ensure adequate notice is given to request the mortgage advance.  At completion you must give vacant possession of the property you are selling and your seller must give vacant possession of the property you are buying, which includes all belongings, people and rubbish that may have been at the property. The money due is paid over and the keys are exchanged.  **Keys**  The keys to the property will be handed over once completion has taken place. The seller will usually leave the keys with the Estate Agents or you may make your own arrangements to hand the keys over directly. Whichever way you decide to deal with the keys, it is very important that you decide well in advance of completion to prevent any problems on the day of completion.  Please note that the Estate Agents will only release the keys once we tell them we have received the purchase monies in full. If there is a particularly long chain, this may not happen until the afternoon of the completion day. |

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| **AFTER COMPLETION** |
| Once you have moved out of your home, you should update the following with your new address:   * The local authorities of both your new home and your previous one to get your Council Tax liability transferred to your new property and 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 * insurance company (for both buildings and contents insurance) * DVLA (if applicable) * 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)   You should also cancel the property insurance you have for your previous property if you have not yet done so.  We will provide evidence of the discharge of any existing mortgage to the buyers solicitors. |

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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 insurance  Check 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 fees  3 days Notice – 75% of total fees  1-2 days Notice – 90% of total fees  Less than 24 hours Notices – 100% of total fees  Check 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 your solicitor 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 then remember, your solicitor can only speak to the solicitors acting for your buyer or your seller, therefore despite best efforts, it is not always possible for them 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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| **GREEN DEAL** |
| You may or may not have heard about a new government scheme called the Green Deal.  If you haven’t you may ignore this section but if you have and you have had works done you will need to let us know whether the intention is to pay off the monies outstanding under the scheme or whether the buyer is to take the property subject to the same. If they are and they agree we will need to include provision in the contract to ensure they do.  The Green Deal is a new way to pay for energy-saving home improvements. 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. |

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| **OTHER THINGS TO CONSIDER** |
| **Wills**  Most people hope that they will never need the use of a solicitor unless it’s for the buying or selling of their home. Whilst using our services it can be a good time to make or review your existing Will or consider making a lasting power of attorney. If you would like more advice, please speak to your conveyancer (or direct to our probate department) |