



GUIDANCE NOTES ON COMPLETING

1. THE HOME INFORMATION PACK FORMS
2. THE OTHER PROPERTY INFORMATION AND FITTINGS AND CONTENTS FORMS

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| <p style="text-align: center;">IMPORTANT NOTE PLEASE READ THESE NOTES BEFORE COMPLETING ANY FORMS</p> |
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Who should complete the forms?

The forms must be completed by the legal owner of the property, i.e. the person named as the registered proprietor of the property at the Land Registry. If the property is owned by more than one person, the answers should be given by all of them.

Which forms and when?

A. Early days...the HIP stage: If you've engaged us to be your lawyers but at this stage only need our help with a Home Information Pack (HIP), then you need only complete:

- Property Information Form (TA6)
- Leasehold Information Form (TA7)
- Additional Property Information (TA11)

Option: you can also complete the following form if you wish, but at this stage you do not have to:

- Fittings and contents form (TA10)

B. Be prepared....HIP and or the conveyancing work: If you've engaged us to be your lawyers and want to get everything ready in anticipation of you finding a buyer (so the process goes quickly and efficiently) then you should complete all of the forms. If you've completed some of them already (another HIP provider) please ring us for guidance.

SPECIAL NOTES ON THE PROPERTY INFORMATION FORM; LEASEHOLD INFORMATION FORM; ADDITIONAL PROPERTY INFORMATION FORM; AND BUYER INFORMATION FORM

At some stage all of these forms will be appearing in either your HIP (if we are preparing it for you) or in the contract package that we will prepare when you have a buyer. They will be read by potential buyers and in time the conveyancing lawyers acting for your buyer.

Your buyer (and their lawyers) will be entitled to rely on your answers when deciding (1) whether to proceed with their purchase of your property and (2) once contracts have been exchanged (3) and again, at or after completion. Therefore by giving incorrect incomplete or misleading information, a claim for compensation can be made against you.

The forms will not invite you to express opinions or state facts about the condition of your property, whether it is good, fair, or poor. It is up to your buyer to check that by having a survey, and it is highly likely that he or she will be advised to have one.

Please do not give your buyer your own views on the condition of your property as these "representations" (as they might be interpreted) could be relied upon, and if they are wrong (even innocently) could lead you into trouble.

Once contracts have been exchanged, you are obliged to take reasonable care of the property. That duty will vary according to the nature and condition of your property and the prevailing environmental conditions. Your buyer will insure it (not the contents) but best practice is for you to continue to insure it too. Just in case....

How to answer the forms: Our advice is:

A. Stage 1 - When completing the forms:

1. Read the forms very carefully before attempting to answer the questions.
2. Be careful cautious and truthful when giving your answers.
3. If you are unsure about what to state, please contact us for guidance.
4. Only answer questions if you are certain about the replies.
5. If you do not know the answer to any question, simply state "Not known." A guess could prove to be dangerous.
6. Please write clearly and legibly and in ink not pencil.
7. Provide any supporting papers or documents referred to in the forms, such as guarantees, building regulations consents, planning documents, FENSA certificates. If you are unable to provide any documents, please let us have details of them and the reasons why they are not available.
8. For some of the questions, you need only provide a tick or cross. If you wish to volunteer any additional information, please do so on a separate sheet of paper and attach this to the form when returning it to us.

B. Stage 2 - Later on...things may have changed...

1. If things change after you have completed the form (and you would have answered differently) you must let us know immediately – this is very important...
2. If you receive any correspondence, notices or documents which may affect the way you have answered the questions, please forward them to us immediately.
3. If the property is occupied by a tenant or anyone other than the legal owner, and the circumstances change, please let us know immediately.

MORE ABOUT THE FITTINGS AND CONTENTS FORM

- The fittings and contents form will be attached to and will form part of the contract between you and your buyer. Those items marked as being left at the property must then be included in your sale at no further cost, and you are not permitted to remove them.
- If you have agreed to sell any items at the property to your buyer, please mark clearly on the form that they are included and the separate price that has been agreed will be paid. We will collect this for you at completion (no extra charge for this).
- If you wish to delay completing the form until you have either agreed a price for items or until you have seen the form for your own onward linked purchase (if any), please let us know.
- Some purchasers may wish to split part of the purchase price for fittings and contents to avoid paying Stamp Duty Land Tax. Please be very cautious about agreeing this, and invite our help. You may otherwise get into trouble with HM Revenue & Customs and in serious cases, may be prosecuted. We have a useful free FactSheet to help and guide you.

Above all.....remember....

We're only a phone call away if you need help. That's what we're here for.