

## SELLING A HOME

### HOME INFORMATION PACKS (HIP)

From 14 December 2007, all properties that are now for sale require a HIP. A HIP must contain an index, sale statement, an Energy Performance Certificate (EPC), evidence of title, and a local and drainage search. If your property is leasehold, some additional information is also required. In some cases, such as a private sale, you may not require a full HIP but may still need an EPC.

If you would like more information about HIPs, please ask for our Fact Sheet on HIPs or contact us for more advice. We can provide a HIP for £299 + VAT for a property and there are many advantages in your solicitor preparing the HIP rather than your estate agent.

### TITLE DEEDS

We may need to obtain the deeds to your house. If you do not have a mortgage, you need to tell us where the deeds are held. If you do have a mortgage, we need your mortgage account details. We can then obtain the title deeds from the lender. We will also try and obtain information from the Land Registry. The contract is then drafted and forwarded to the buyers' solicitor with the supporting title documentation and the protocol documentation (described below). If the property was purchased in a different name to the one you are now using, for example because you have married since you bought the house, we will also require your original Marriage Certificate. Please, therefore, supply the original for copying and return.

### PROTOCOL DOCUMENTATION

We have also enclosed a Property Information Form, Leasehold Information Form (if applicable) and a Fixtures & Fittings List for completion by you, signing and return to us. It is important that these forms are completed correctly, please therefore follow these guidelines –

- Boundaries – when replying, please make us aware of any extra land which you may have purchased as this could involve a change in boundaries. It will be necessary for us to have some documentary evidence in respect of this extra land.
- Disputes – if you are unsure about this question, please telephone us to discuss and we can advise whether any dispute that you may have experienced needs to be disclosed.
- Notices – any correspondence in respect of any extensions to neighbouring properties or possible development in the area must be disclosed.

- Guarantees – the Buyers Solicitors will want us to confirm that we hold the originals, to include any reports, quotes, sketches or plans. They may also want to know whether the guarantees can be assigned to your Buyers. It might avoid delays if you contact the companies issuing the guarantees to check this point.
- Services/Utilities – we think this question is self-explanatory. However, although this is not mentioned on the Form, if you have had problems with services and are not sure whether this needs to be disclosed to your buyers then please provide us with details.
- Sharing with Neighbours – this is self-explanatory
- Arrangements and Rights – it is important that you provide as much information as possible, for example, if you have given a neighbour an informal right of way over your property.
- Planning – if you have carried out any building work at all, please provide full details to include any planning permissions, building regulation approval and any consents which may have been required by the original Developer. If you did not obtain consent and need to obtain retrospective consent, this could delay matters. It is therefore important that you speak to us so that we can make the necessary application. We also need to know about any alterations or extensions carried out to the House before your purchase.
- Fixtures – This is self-explanatory.
- Expenses – again, this is self-explanatory. However, your Buyers may wish to see a copy of your water rates and/or Council Tax Demands and perhaps you would supply these for copying and return.
- Occupiers – if you have a spouse/partner/co-habitee/lodger/relative living with you who is over the age of 18 years, they will have obtained rights to occupy your property which can hinder a sale, unless the occupier is happy to sign the contract consenting to the sale and confirming that they will vacate when you do.
- Restrictions – when you purchased the property, the Deed transferring the same to you may have contained some clauses that placed restrictions on your use of the house. These are called restrictive covenants. At the time of your purchase, your Solicitor should have explained to you what restrictive covenants, if any, apply to your property. However, if you are unsure, please telephone to discuss.
- General – If you think there is anything further that we should be aware of, please attach a separate sheet listing the same. Also, if you have been given any papers for safe keeping when you purchased the house, please send these to us.

## **LAND REGISTRY OFFICIAL COPIES**

We will apply for Official Copies, a Filed Plan and an Official Copy of any documents referred to in your title from H M Land Registry. These are basically an up to date version of the information contained in the Title Deeds, showing the owners and any mortgages registered against the property. These are then provided to the Buyers Solicitors for their information.

Some people may find their House is not registered at the Land Registry. In these cases we have to provide the buyers solicitors with photocopies of all relevant documents from your deeds.

## **ENQUIRIES**

The Purchasers Solicitors will then go through the paperwork supplied and raise any enquiries thereon. Some of these can usually be dealt with from the title deeds, but the majority will require your own knowledge of the property and we will then write to you asking for your replies. These will then be provided to your Buyers Solicitors.

Once the Buyers Solicitors are happy with matters, we will ask you to come into the office for an appointment to go through and sign the contract documentation. This will then allow us to proceed to exchange.

## **EXCHANGE OF CONTRACTS**

The transaction becomes binding upon all parties once Contracts have been exchanged. We will agree a completion date with your Buyers Solicitors and this is the date on which you must vacate the property. A deposit is paid to us by the Buyers Solicitors on exchange, which we hold until completion. If you try to withdraw from the transaction after exchange, you will be sued under the terms of the Contract.

## **AFTER EXCHANGE OF CONTRACTS**

Between exchange and completion, if you have any mortgages, we will obtain a redemption figure from your mortgagees made up to the dates of completion. Usually this figure assumes that you will continue to pay any monthly instalments as they fall due until completion has taken place. Our completion statement will be prepared on this basis and you will remain liable for any additional payments due to the lender. We will also obtain the Estate Agents account, which we will discharge on completion. A statement of account, together with an invoice can then be drawn up.

## **COMPLETION**

On completion, the Buyers Solicitors will transfer to us, through the Bank system, the balance of the purchase monies, less the deposit. Once you have vacated the property, you should deliver the keys to the Estate Agents so that when we receive the purchase monies, we can telephone the Estate Agents to release the keys to the Buyers. From the monies received, we must then repay your existing mortgage account together with the Estate Agents account. We will deduct our costs and the net proceeds will then be forwarded to you by cheque.

## **VACATING THE PROPERTY**

You must vacate on the day of completion by approximately lunchtime. Please ensure that the property, including cellar, loft, shed, garage and other outbuildings are completely cleared. If you do not, then the Buyer could arrange for the same to be removed and invoice you for the cost of removal or skip hire. Please ensure that, if you remove any electrical fixtures, any wires remaining are safe and secure. Please also arrange to read all meters on completion, advise the appropriate service undertakers and provide them with a forwarding address. You will also need to notify the Council Tax Department.

**(Updated December 18 2008)**

***We have a number of other free information sheets that may be of interest to you. Please ask for a copy:***

- *Home Information Packs*
- *Buying your home*
- *Joint Ownership*
- *Mortgages*
- *Buying a New House from a Developer*
- *Lasting Powers of Attorney*
- *Wills and Discretionary Trusts*
- *Wills Making for Divorced People*
- *Being an Executor*

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