



## Property Information Form

Name:

Property Address:

### **IMPORTANT NOTE TO SELLERS – PLEASE READ THIS BEFORE COMPLETING FORM**

*Please complete this form carefully. It will be sent to the buyer's Legal Representatives and may be seen by the buyer. If you are unsure how to answer any of the questions, ask your Lawyer before doing so.*

For many of the questions you need only tick the correct answer. Where necessary, please give more detailed answers on a separate sheet of paper. Then send all the replies to us so that the information can be passed to the buyer's Legal Representative.

The answers should be those of the person whose name is on the deeds. If there is more than one of you, you should prepare the answers together.

It is very important that your answers are correct because the buyer will rely on them in deciding whether to go ahead. Incorrect information given to the buyer through ourselves, or mentioned to the buyer in conversation between you, may mean that the buyer can claim compensation from you or even refuse to complete the purchase.

It does not matter if you do not know the answer to any question so long as you say so.

The buyer will be told by his Legal Representatives that he takes the property as it is. If he wants more information about it, he should get it from his own advisers, not from you.

If anything changes after you fill in this questionnaire but before the sale is completed, tell us immediately. **This is as important as giving the right answers in the first place.**

Please pass to us immediately any notices you have received which affect the property. The same goes for notices which arrive at any time before completion.

If you have a tenant, tell us immediately there is any change in the arrangements but do nothing without asking your conveyancer first.

You should let us have any letters, agreements or other documents which help answer the questions. If you know of any which you are not supplying with these answers, please tell us about them.

Please complete and return the separate Fixtures, Fittings and Contents Form. It is an important document which will form part of the contract between you and the buyer. Unless you mark clearly on it the items you wish to remove, they will be included in the sale and you will not be able to take them with you when you move.

## Part 1 - to be completed by the seller

### 1 Boundaries

“Boundaries” mean any fence, wall, hedge or ditch which marks the edge of your property.

1.1. Looking towards the house from the road, who either owns or accepts responsibility for the boundary:-

*Please tick the right answer*

(a) on the left?

[we do] [next door] [shared] [not known]

(b) on the right?

[we do] [next door] [shared] [not known]

(c) across the back?

[we do] [next door] [shared] [not known]

1.2 If you have answered “not known”, which boundaries have you actually repaired or maintained?

*(please give details)*

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1.3 Do you know of any boundary being moved in the last 20 years?

*(please give details)*

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1.4 Have you been approached by your neighbours in respect of any boundary dispute?

[No] [Yes (Please give details)]

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### 2 Disputes and complaints

2.1 Do you know of any disputes or anything which might lead to a dispute about this or any neighbouring property?

[No] [Yes (Please give details)]

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2.2 Have you received any complaints about anything you have, or have not done as owners? [No] [Yes (Please give details)]

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2.3 Have you made any such complaints to any neighbour about what the neighbour has or has not done? [No] [Yes (Please give details)]

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**3 Notices**

3.1 Have you either sent or received any letters or notices which affect your property or the neighbouring property in any way (for example, from or to neighbours, the council or a government department)? [No] [Yes] [Copy Enclosed] [to follow] [Lost]

3.2 Have you had any negotiations or discussions with any neighbour or any local or other authority which affect the property in any way? [No] [Yes (Please give details)]

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**4 Guarantees**

- 4.1 Are there any guarantees or insurance policies of the following types:
- (a) NHBC Foundation 15 or Newbuild? [No] [Yes] [Copies enclosed] [With Deeds] [Lost]
  - (b) Damp Course? [No] [Yes] [Copies enclosed] [With Deeds] [Lost]
  - (c) Double Glazing? [No] [Yes] [Copies enclosed] [With Deeds] [Lost]
  - (d) Electrical Work? [No] [Yes] [Copies enclosed] [With Deeds] [Lost]
  - (e) Roofing? [No] [Yes] [Copies enclosed] [With Deeds] [Lost]

- (f) Rot or Infestation? [No] [Yes] [Copies enclosed] [With Deeds] [Lost]
- (g) Central Heating? [No] [Yes] [Copies enclosed] [With Deeds] [Lost]
- (h) Anything similar? (e.g cavity wall insulation, underpinning, indemnity policy)? [No] [Yes] [Copies enclosed] [With Deeds] [Lost]
- (i) Do you have written details of the work done to obtain any of these guarantees? [No] [Yes] [Copies enclosed] [With Deeds] [Lost]
- 4.2 Have you made or considered making claims under any of these? [No] [Yes (Please give details)]  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 4.3 Do you have a maintenance or service agreement for the central heating system? [No] [Yes] [Copies enclosed] [With Deeds] [Lost]

**5 Services**

(This section applies to gas, electrical and water supplies, sewerage disposal and telephone cables)

- 5.1 Please tick which services are connected to the property? [Gas] [Elec] [Main Water] [Main Drains] [Tel] [Cable TV] [Septic Tank/Cesspitt]
- 5.2 Please supply a copy of the latest water charge account and the sewerage account (if any). [Enclosed] [To follow]
- 5.3 Is the water supply on a meter? [Yes] [No]
- 5.4 Do any drains, pipes or wires for these cross any neighbour's property? [Not Known] [Yes (Please give details)]  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 5.5 Do any drains, pipes or wires leading to any neighbour's property cross your property? [Not Known] [Yes (Please give details)]  
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 \_\_\_\_\_  
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- 5.6 Are you aware of any agreement which is not [Not Known] [Yes (Please give details)]

with the deeds about any of these services?

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**6 Sharing with the neighbours**

6.1 Are you aware of any responsibility to contribute to the cost of anything used jointly, such as the repair of a shared drive, boundary or drain? [Yes (Please give details)] [No]

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6.2 Do you contribute to the cost of repair of anything used by the neighbourhood, such as the maintenance of a private road? [Yes] [No]

6.3 If so, who is responsible for organising the work and collecting the contributions?

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6.4 Please give details of all such sums paid or owing, and explain if they are paid on a regular basis or only as and when work is required?

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6.5 Do you need to go on to any neighbouring property if you have to repair or decorate your building or maintain any of the boundaries or any of the drains, pipes or wires? [Yes] [No]

6.6 If “Yes” have you always been able to do so [Yes] [No. Please give details of any objection under the answer to question 2 (disputes)]

6.7 Do any of your neighbours need to come onto your land to repair or decorate their building or maintain the boundaries or any of the drains, pipes or wires? [Yes] [No]

6.8 If so, have you ever objected? [No] [Yes. Please give details of any objection under the answer to question 2 (disputes)]

## 7 Arrangements and rights

7.1 Is access obtained to any part of the property Over private land, common land or a neighbours land? If so, please specify. [No] [Yes (Please give details)]

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7.2 Has anyone taken steps to stop, complain about or demand payment for such access being exercised? [No] [Yes]

7.3 Are there any other formal or informal arrangements which you have over any of your neighbours' property? [No] [Yes (Please give details)]

*(Examples are for access or shared use.)*

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7.4 Are there any other formal or informal arrangements which someone else has over your property? [No] [Yes (Please give details)]

*(Examples are for access or shared use.)*

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## 8 Occupiers

8.1 Does anyone other than you live in the property? [Yes] [No]

If "No" go to question 9.1.

If "Yes" please give their full names and (if under 18) their ages.

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8.2 (a)(i) Do any of them have any right to stay on the property without your permission? [No] [Yes (Please give details)]

(These rights may have arisen without you realising, e.g. if they have paid towards the cost of buying the house, paid for improvements or helped you make your mortgage payments)

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- 8.3 (a)(ii) Are any of them tenants or lodgers? [No] [Yes. Please give details and a copy of any Tenancy Agreement]
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- 8.4 (b) Have they all agreed to sign the contract for sale agreeing to leave with you (or earlier)? [No] [Yes. (Please give details)]
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**9 Changes to the property**

- 9.1 Have any of the following taken place to the whole or any part of the property (including the garden) and if so, when?
- a) Building works (including loft conversions and conservatories) [Yes (*Please provide details and dates*)] [No]
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- b) Change of use [Yes (*Please provide details and dates*)] [No]
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- c) Sub-division [Yes (*Please provide details and dates*)] [No]
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- d) Conversion [Yes (*Please provide details and dates*)] [No]
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- e) Business activates [Yes (*Please provide details and dates*)] [No]
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- f) Replacement windows, roof lights, double-glazed doors? [Yes (*Please provide details and dates*)] [No]
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If 'Yes' what consents were obtained under any restrictions in your title deeds?

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*Note:* The title deeds of some properties include clauses which are called "*restrictive covenants*". These may for example, forbid the owner of the house carry out any building work or from using it for

business purposes or from parking a caravan or boat on it unless someone else (often the builder of the house) gives consent.

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9.2 Has consent under these restrictions been obtained for anything else done at the property? [Yes] [No]

9.3 If any consent was needed but not obtained: \_\_\_\_\_

a) Please explain why not. \_\_\_\_\_

b) From whom should it have been obtained? \_\_\_\_\_

(Note: Improvements can affect council tax banding following a sale) \_\_\_\_\_

**10 Planning and building control**

10.1 Is the Property used only as a private home? [Yes] [No.(Please give details)]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10.2(a) Has the property been designated as a Listed Building or the area designated as a Conservation Area? If so, when did this happen? [Yes] [No] [In the year ] [Not Known]

(b) Was planning permission, building regulation approval or listed building consent obtained for each of the changes mentioned in question 9? [No] [Yes] [Copy Enclosed] [To follow] [Lost]

(Please supply copies of the relevant permissions and, where appropriate, certificates of completion) \_\_\_\_\_

(c) If any of the changes mentioned in 9.1 (f) have taken place, and the work completed after 1 April 2002, please supply either a FENSA certificate or a building regulation certificate [No] [Yes] [Copy Enclosed] [To follow] [Lost]

**11 Expenses**

Have you ever had to pay for the use of the property? [No] [Yes (Please provide details)]

(Note: Ignore council tax, water rates, and gas, electricity, and telephone bills. Disclose anything else: examples are the clearance of cesspool or septic tank, drainage rate, rent charge.) \_\_\_\_\_



*(If you are selling a leasehold property; details of the leases's expenses should be included on the Leasehold Property Information Form and not on this form.)*

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**12 Mechanics of the sale**

12.1 Is this sale dependant on you buying another property? [Yes] [No]

12.2 If 'Yes', what stage have the negotiations reached?

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12.3 Do you require a mortgage? [Yes] [No]

12.4 If 'Yes', has an offer been received and/or accepted or a mortgage certificate obtained? [Yes] [No]

**13 Deposit**

Do you have the money to pay 10% deposit on your purchase? [Yes] [No]

If 'No', are you expecting to use the deposit paid by your buyer to pay the deposit on your purchase? [Yes] [No]

**14 Moving date**

Please indicate if you have any special requirement about a moving date? [Yes] [No]

*(Note: This will not be fixed until contracts are exchanged i.e. have become binding. Until then you should only make provisional removal arrangements.)*

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**Signature**.....

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**Date**.....