

# SELLER'S GUIDE

## Introduction

- 1.1 This is intended as a general guide only but it does contain points of advice which are relevant to your sale. If you are in any doubt about any specific issue please ask us for further advice.
- 1.2 If you are buying another property but have not yet advised us please do so as soon as you can and let us know whether the two transactions need to be tied in together.
- 1.3 Our job is to ensure that your interests are protected and that the agreements that you make are in your favour so far as can be achieved.
- 1.4 **Do not** enter into any written agreement with your buyer or anyone seeking to represent the buyer without first having discussed the matter with us. You could be putting yourself into the position of being bound by a contract that may be contrary to your interests.
- 1.5 If you have agreed to enter into an Exclusivity Agreement with your buyer please let us know as soon as possible.

## Initial steps

- 2.1 You have received from us a letter of engagement. Please sign and return this. We will not be able to start work on your behalf until we have this letter back with us together with any funds requested to cover initial expenditure.
- 2.2 When we receive back from you the letter of engagement duly signed, we will – if not already in our possession – obtain the deeds to your property in order to prepare the sale contract.
- 2.3 You have also received Property Information forms and a Fittings and Contents list. Please complete these as fully as possible, sign, date and return them to us as soon as you can. It is important that you complete the forms as accurately as you can as any inaccuracies may lead to claims of misrepresentation by your buyer. We would urge you to read the information and guidance given on the front of the forms very carefully.
- 2.4 If your property is leasehold, or subject to a management charge, we will need to obtain a pack of information from the landlord and / or managing agent. Please provide us with details at the outset, as to where you pay any ground rent and / or service charge. Sometimes, you are able to request the information packs directly which can save time. However, if a landlord or managing agent requires that a request comes through us, please note that we can only request the information pack once we are in funds from you for the cost of the pack.
- 2.5 If an estate agent is involved in the sale of the property you will have received a copy of the agent's details. Please check the details very carefully to ensure that they are accurate and represent the agreed terms of sale and that the description of the property and its facilities is accurate. If there are any discrepancies please let us know straight away.
- 2.6 We will ask for your general instructions on the proposed timescale for moving. Please note that this timescale will be subject to the requirements of your buyer. A final date for moving can only be agreed when you and your buyer are ready to proceed. Please also note that until contracts are exchanged no date which has been proposed for completion can be relied upon and we recommend that you do not make any commitments, e.g. booking removals, until exchange has taken place

## **Legal work prior to contracting to sell**

- 3.1 When we have received the title deeds (unregistered land) or a print of the Land Registry entries (registered land) to your property we can produce a contract for sale. This, together with a supporting package of documents dealing with title, property information, planning, guarantees or similar documents are sent to your buyer's lawyers for approval.
- 3.2 If there are any anomalies in your title then we will raise this with you and discuss the best way forward.
- 3.3 If you are selling a property that you do not live in, then we may ask you for evidence to confirm your link to the property.
- 3.4 We may be asked further questions concerning your property once the buyer has received the results of survey or the buyer's lawyer has received the searches and instructions relating to the buyer's mortgage. We will advise you and reply as soon as we are able.
- 3.5 The aim is to get to the stage where the contract for sale is approved by the buyer's lawyers as soon as possible.
- 3.6 The buyer is entitled to place reliance upon the information we supply on your behalf. You must make full disclosure to your buyer of all relevant facts about the property and its history. This will avoid any misrepresentation to the buyer however innocent or unintended.

## **Reporting to you up to exchange of contracts**

- 4.1 As you will appreciate there are a large number of matters which need to be investigated to ensure that your interests are fully protected. We will keep you advised of progress on a regular basis by letter, telephone call or email.
- 4.2 Should you have any queries on any matter at any point please contact us as soon as possible.
- 4.3 If your instructions change at any stage we will ask you to confirm in writing so that we can all be clear on what further steps are to be taken.

## **Our responsibility to your lender**

- 5.1 We will obtain estimates of the amount required to redeem any mortgage on the property so that we can be sure that there will be adequate funds available to allow the sale to proceed.
- 5.2 Please give us details of all loans secured against the property of which you are aware. It is important to establish at an early stage whether there are any further charges, second mortgages or local authority improvement grants that may be secured upon the property.
- 5.3 All mortgages, charges and secured lending must be repaid upon completion of your sale.

## **Signing your contract**

- 6.1 Once we have received the contract approved from your buyer's lawyer we will ask you to sign the contract in readiness for exchange of contracts.
- 6.2 Signing a contract does not bind you to sell. It is only when all parties are ready that exchange of contracts can take place.

## Exchange of contracts

- 7.1 Once you are happy to proceed and the completion date is agreed we will commence the exchange procedure.
- 7.2 “Exchange of contracts” means that you are bound to sell and the buyer is bound to buy. If either party backs out afterwards there can be a claim for damages against the other party for losses arising. Such loss could include:-
- (a) interest for late completion;
  - (b) damages to compensate the buyer and any other parties suffering loss involved in the chain of transactions;
  - (c) accommodation, storage costs etc.
- 7.3 Remember **do not** sign any other document with the buyer nor agree any variation to terms without contacting us first. You could put yourself in the position of entering into a contract without realising it.

## Between exchange and completion

- 8.1 We will obtain exact redemption statements for all secured mortgages and loans that must be paid off on completion. That statement will usually assume that all payments for the period between the request and completion are made. As a result, you should not cancel any direct debit or standing order making payment to your lender until completion has taken place.
- 8.2 We will obtain details of any estate agent’s account.
- 8.3 We will obtain details of any other matters that are to be dealt with at completion, e.g. clearance of any local authority grants. We will advise you of all of these and obtain your confirmation that they are agreed.
- 8.5 Where appropriate we will send you a detailed statement of all monies required, which will include our charges and all outgoings for the sale and any mortgage redemption and additional work that you have instructed us to do.
- 8.6 You will be required to sign a Transfer deed in readiness for completion.

## Practical points on completion

- 9.1 Do not forget to tell the gas, electricity and telecommunications suppliers of your move. Take meter readings of all utilities prior to completion, either on the day of completion or the day before.
- 9.2 Do not forget to cancel your standing orders for the property, once completion has taken place.
- 9.3 Do not forget to move! You agree to sell with vacant possession on the completion date. “Vacant possession” includes the removal of all rubbish and unwanted items from the property.
- 9.4 Insurance risk on the building should be retained until actual completion. You agree to transfer the property on completion in the same physical condition as at the date contracts are exchanged.
- 9.5 The risk for contents insurance stays with you. If this was part of your general policy of insurance arranged by the lender then you need to look at contents insurance for your new accommodation at this point.

## **Completion day**

- 10.1 We will receive the sale proceeds, pay off any mortgages, the estate agent fees and any other expenses you instruct us to pay. We will provide undertakings to the buyer's lawyer to send your lender's formal release of mortgage and will send any title deeds and the transfer you have signed.
- 10.2 Please note that we have no control over the time the funds are received from the Buyer's solicitors. The time of completion will depend on the banking system, and the length of the chain. Usually completion takes place around late morning / lunchtime, but this can be later. We will keep you advised of progress on the day.
- 10.3 We will account to you for any balance of monies due after payment of our costs on the sale and send you a full financial statement. Please note that we can only pay the sale proceeds to the owner(s) of the property. We are not able to make payments to third parties at your request. We will transfer funds to the account details that you provide at the outset of the transaction and will not usually accept instructions to send funds to a different account.
- 10.4 Unless specifically requested by your lender to do so, we will not deal with any reassignment of any life policies.

## **Conclusion**

- 11.1 We will do all in our power to comply with your reasonable requirements and timescale. Should there be any points you wish to discuss as matters proceed please contact us. We will be pleased to help.
- 11.2 In signing our client care letter, you are confirming that you have read and understood this guide.