

ANDREW JACOBS CONVEYANCING

INFORMATION FOR CLIENTS IN SELLING A PROPERTY

1. Introduction

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 issues please ask us for further advice.

If you are buying a 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 together.

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.

2. Initial Steps

You will have received from us some questionnaires and confirmation of instruction letter. Please complete these and return each document you have been sent as soon as possible so that all preparatory work can be undertaken before there is any pressure on you to move or agree a completion date. We will not be able to start work on your behalf until we have these documents back from you.

Do not enter into any written agreements 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.

When we receive your completed questionnaires, we will:-

- a) Obtain the title documentation to your property, if not already in-hand
- b) Have sufficient information to complete a contract package which is sent to your buyer's lawyers

We will ask you to supply a fixtures and fittings list of items to remain, to be removed and to be sold by separate negotiation.

If an estate agent is involved in the sale of the property you will have received a copy of the agents' details. Please check the details very carefully to ensure that they are accurate and represent the agreed terms of sale. If there are any discrepancies please let us know straight away.

We will ask you for general instructions on the proposed time scale for moving. Please note that this time scale 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.

3. Legal work prior to contracting to sell

When we have received the title documentation to your property we can produce a contract for sale, property information form and fixtures list. These together with a supporting package of documents dealing with the title, planning, guarantees or similar applicable to your property are sent to your buyers lawyers for approval.

We may be asked further questions concerning your property once the buyer has received the results of survey or the buyers lawyers has received the searches and instructions for the buyer's mortgage. We will advise you and reply as soon as we are able.

The aim is to get to the stage where the contract for sale is approved by the buyer's lawyers as soon as possible.

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.

4. Reporting to you up to exchange of contracts

As you will appreciate there is a large number of matters which need to be investigated to ensure that your interests are fully protected. We will endeavour to keep you advised of progress in a regular basis either by letter or by telephone call.

Should you have any queries on any matter at any point please contact us as soon as possible.

If your instructions change at any stage we will ask you to confirm those instructions in writing so that we can all be clear on what further steps are to be taken.

5. Our responsibility to your lender

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 to allow the sale to proceed.

Please list 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.

If we are instructed by your lender to repay a mortgage to you, then we are also acting for your lender independently of you. Your lender is also our client and is as explained in their terms and conditions you are responsible for their costs.

All secured lending must be repaid upon completion of your sale.

6. Signing of your contract

Once we have received the contract approved from your buyer's lawyers we will provide a full report of the transaction to date and ask you to sign the contract in readiness for exchange of contracts.

Signing a contract does not bind you to sell. It is only when all parties are ready that exchange of contracts can take place.

7. Exchange of contracts

Once you are happy to proceed and the completion date is agreed we will commence the exchange procedure.

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 one against the other 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.

Remember **do not** sign any other document with the buyer nor agree any variation to terms without contacting us first. You could put yourself into the position of entering into a contract without realising it.

8. Between exchange and completion

Completion is usually two weeks from exchange of contracts, but is a date acceptable to all parties and may therefore be longer.

We will obtain exact redemption statements for all secured mortgages that must be paid off on completion.

We will obtain details of any estate agents account and subject to your advising us otherwise, settle the same on your behalf at completion.

We will obtain of any other matters that are to be dealt with at completion: e.g. clearance of local authority grants. We will advise you of all of these and obtain your confirmation that they agreed.

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 may have instructed us to do. This amount required to complete must be paid to us at least 7 working days before completion to allow for clearance of cheques.

9. Practical points on completion

Do not forget to tell the gas electricity telephones suppliers and other utilities of your move.

Do not forget to cancel your standing orders for the property.

Do not forget to move on the day of completion. You agreed to sell with **vacant possession**.

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.

The risk for contents insurance stays with you. If this was part of the general policy of insurance arranged by the lender then you need to look at contents insurance quickly.

10. Completion day

We will receive the sale proceeds; pay off any mortgages and any other expenses you instruct us to pay. We will provide undertakings to the buyer's lawyers to send your lenders formal release of mortgage and will send to them the title documentation and the transfer you have signed.

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, if this has not yet been provided.

We will deal with any reassignments of your life policies, as instructed, so that they are free of the claims of your lenders and the benefits revert to you.

11. Conclusion

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.