

Your Conveyancing Guide to Selling a Property



GORVINS
SOLICITORS



CONTENTS

SECTION 1:

INTRODUCTION TO GORVINS SOLICITORS..... 04

SECTION 2:

UNDERSTANDING THE SALE PROCESS

2.1 Information about your property..... 05

2.2 Existing mortgages 06

2.3 Insurance and outgoings 06

SECTION 3:

THE SALE CONVEYANCING PROCESS

3.1 Guide to the Sale Transaction..... 07
Conveyancing Process

SECTION 4:

CONVEYANCING JARGON BUSTER

4.1 Conveyancing jargon buster..... 08

SECTION 5:

DISCLOSABLE OVERRIDING INTERESTS QUESTIONNAIRE

5.1 Rights and interests that..... 09
are frequently encountered

5.2 Rights and interests that..... 09
are rarely encountered (but still need to be disclosed)

SECTION 6:

PROCEDURE ON SIGNING AND WITNESSING LEGAL DOCUMENT(S)

6.1 Procedure on signing and..... 10
witnessing legal document(s)

SECTION 1: AN INTRODUCTION TO GORVINS SOLICITORS



Thank you for choosing Gorvins Solicitors to act for you in relation to the sale of your property. Our aim is to make the process as smooth and stress free as possible.

We know the sale of any property can be a daunting process but as your legal partners, we will do our best to allay any worries or concerns you may have so that you can sell your property as soon as possible.

Gorvins Solicitors have one of the largest teams of conveyancing Case Managers in the UK, all dedicated to residential property services. During the conveyancing process, you will be allocated a Case Manager who will be your dedicated Gorvins contact, so you can feel comfortable in the knowledge that we are by your side throughout the whole process.

This booklet will act as your guide to the process; taking you through everything from completing the initial forms to choosing a completion date. Our process chart on page 7 of this booklet will allow you to keep track of the process so that you know where you are up to throughout the transaction.

IMPORTANT ADVICE:

- Information given by you about the property and its contents must be accurate. A buyer can claim compensation if the information is false and you could also be guilty of a criminal offence under the Fraud Act 2006.

- All the items you have agreed to include in the sale must be left in the property on the completion day. All other items, including rubbish, must be cleared from the property, garage and garden.
- You must continue payments on your current mortgage and other loans until the completion day.
- All mortgages and loans on the property must be paid off on the completion day.
- Do not confirm the completion day with your removal company, until contracts have been exchanged.
- We advise you not to treat any suggested completion date as fixed, even if all parties have agreed to it, until exchange has taken place. No one can guarantee you will move on your "hoped for" completion day. The shorter the time between exchange and completion, the more likely it is you will not suffer inconvenience and wasted costs.
- Once contracts have been exchanged there is no turning back. On exchange of contracts the completion day is fixed.
- On the completion day you must move out, leaving your property in the same condition as when you agreed the sale, and making good any damage caused by moving out.
- If there is any money left over after legal costs, and all other expenses have been paid, we will only pay it to either all named sellers jointly, or by separate payments to the named sellers. We will not make payments to third parties.

SECTION 2: UNDERSTANDING THE SALE PROCESS

As a Seller, the moving home process can feel daunting; there is so much to take in and organise in so little time. Of course, you will not be doing this all by yourself; this is where your Case Manager comes in.

Definition:

“**Conveyancing**” is the **legal** process that comes with selling a property. Ultimately, it ensures that the legal title is handed over from the seller to the buyer and that the title is good and marketable.

A very crucial point to ensure a stress-free move is **communication**. Simple, yet very effective. It is important to tell your Case Manager if there is something in particular you want them to help you with as regards the property. Also, do not be afraid to ask questions. We understand that there is a lot to take in, so ask away!



2.1

Information about your property:

In order to ensure that your sale proceeds as quickly and smoothly as possible, we will be adopting the Law Society’s Conveyancing Protocol, known as “Transaction”. The Sellers Property Information Form (together with the Leasehold Information Form (if your property is leasehold) and the Fixtures, Fittings and Contents Form, which we have asked you to complete, are part of this scheme.

If you have any questions about completing these forms, please let us know. The purpose of these forms is to provide basic information about the property to the buyer and their solicitor at an early stage, with a view to keeping any additional questions from the buyer’s solicitor (sometimes referred to as pre-contract or preliminary enquiries) to a minimum. However, it is usual for a buyer’s solicitor to raise some enquiries on matters which are not covered by the forms.

It is important that you complete the Sellers Property Information Form, or answer any additional questions raised by the buyer or their solicitors, honestly. You must also

notify us immediately if, during the course of the transaction, anything occurs which means that you need to change any of the replies that you have given. Failure to do this could result in you being liable to pay damages to the buyer. If you do not know the answer to a question on the Sellers Property Information Form, or a question raised by the buyer’s solicitor, please do not guess. It is acceptable to reply to a question by stating that you ‘do not know’, if that is your honest answer. If you are unsure as to whether to include a piece of information in the Sellers Property Information Form, it is better to err on the side of caution and include the information, than to risk being liable to pay damages for having failed to answer the form honestly.

When returning the completed forms to us, please ensure that you enclose any documents that you have relating to the property, including:

- Planning consents and building regulation certificates for any work that you have carried out to the property
- GASAFE or NICEIC Certificates for gas and electrical installations or works

- FENSA certificates for any windows installed since 1st April 2002
- Any guarantees, including details of the work covered by such guarantees

As a seller, your duty of disclosure to the buyer is extremely limited. If you are aware of any physical defects relating to the property, or any fixtures that are included (such as the heating system) you do not have to disclose these. It is up to the buyer to ensure that they are happy with the physical state of the property before they commit themselves to the purchase.

If the buyer or their solicitors ask questions about the state or condition of the property, you do not have to answer these if you do not wish to.

2.2

Existing mortgages

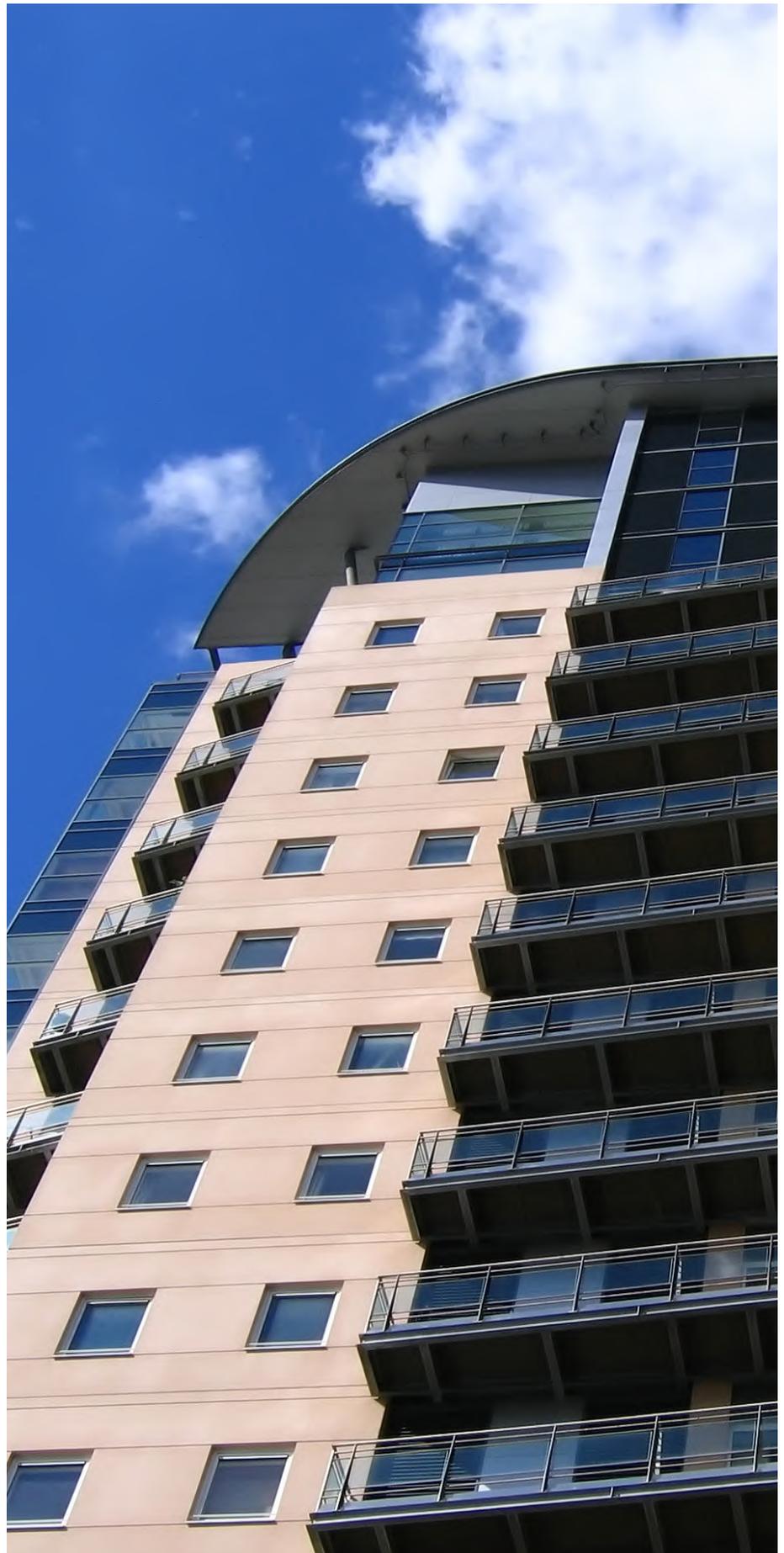
We will require details from you of any existing mortgage that you may have in relation to the property that you are selling. This is so that we can make arrangements to repay this on your behalf upon completion, and also so that we may obtain the deeds to your property if these are held by your lender. All loans secured against the property must be repaid upon completion. This might include loans that you have taken out subsequent to your purchase, for example, a home improvement loan, if secured against your property. If you are unsure whether a loan will have to be repaid, please ask us.

If you are also purchasing a property, and you are intending to remain with the same mortgage lender, possibly keeping the same mortgage product or rate (sometimes referred to as “porting” your mortgage) your existing mortgage will still be repaid upon completion. You will be completing a separate, new mortgage in connection with your purchase, even though this may be with the same lender.

2.3

Insurance and outgoings

You will need to continue to insure your property until completion of your sale. You should also maintain your mortgage payments, and all other outgoings relating to the property, until completion. It will be your responsibility to ensure that any telephone, electricity, gas, water, drainage charges and council tax are settled to the date of completion. If the Property is Leasehold then it will be your responsibility to ensure that any ground rent, service charge, and Insurance contributions are settled to the date of completion.



SECTION 3:
THE SALE CONVEYANCING PROCESS

Guide to the Sale Transaction Conveyancing Process



SECTION 4: CONVEYANCING JARGON BUSTER

Here at Gorvins we try to make your transaction process seamless and as jargon free as possible however there will be a number of terms used throughout the process that you may be unfamiliar with. Some of the more commonly used terms are detailed below.

Completion Date	The date that the contract states ownership of a property passes from the seller to the buyer. This is the day when the seller is obliged to move out of the property and the buyer moves in.
Contract	A written, signed and legally binding agreement made between the buyer and seller. It will give full details of the property and all of the other terms and conditions of the sale that have been agreed between you. The Contract will not become legally binding until we exchange contracts on your behalf.
Disbursements	These are not our legal fees but fees that must be paid to third parties such as Local Authorities (for searches) or the Land Registry.
Exchange of Contracts	The point at which contracts become legally binding and a completion date is formally agreed.
Freehold	A type of land ownership where you own the building and the land it stands on outright, which runs forever with the freedom to dispose of it at will.
Leasehold	A type of land ownership where you have a lease from the freeholder (sometimes called the landlord) to use the home for a number of years subject to payment of ground rent. The leases are usually long term – often 90 years or 120 years and as high as 999 years.
Mortgage Offer	The formal document making an offer of a loan under a mortgage which will say how much the loan is for, the period and the amount of repayment and all of the terms and conditions attached to the loan. You will receive a copy from your Lender and we will receive our legal copy containing any conditions that we must comply with.
Searches	We will carry out searches as part of the Conveyancing process. They are undertaken to check that there are no problems with the property. The usual searches that will be carried out are a Local Authority search, Drainage and Water search and the Environmental/Contaminated land search. There are other more specific searches that may also be carried out depending on the requirement of a mortgage lender and which part of the country the property is in. Please see the enclosed Guide to Searches for more information.
Stamp Duty Land Tax (“SDLT”)	A tax payable to the Government on the completion of the purchase of a property or land. The amount of duty depends on its purchase price, the status of the Buyer and whether they own any other Property.
Transfer Deed	The legal document that will be submitted to the Land Registry upon completion so that they will amend the Title Deeds into your name.

SECTION 5: **DISCLOSABLE OVERRIDING INTERESTS QUESTIONNAIRE**

Under the Land Registration Act 2002, you must disclose to the Buyer certain unregistered rights or interests that affect the property (“Unregistered Rights”) of which you are aware.

Please tell us of any of the following Unregistered Rights of which you are aware now. Please note that if you become aware of any changes between now and the date of completion you must inform us of the changes.

The Unregistered Rights that need to be disclosed are:

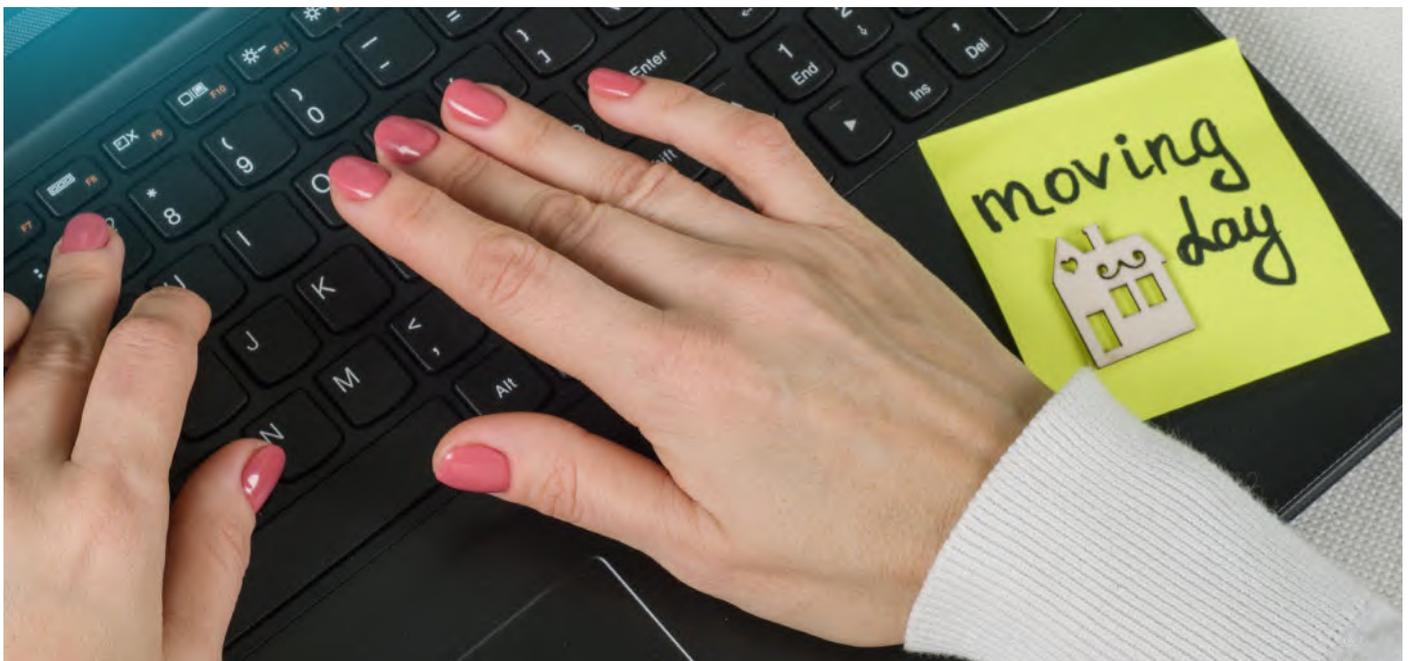
5.1 RIGHTS AND INTERESTS THAT ARE FREQUENTLY ENCOUNTERED

- Leases affecting the property.
- Rights claimed by any people in actual occupation of the Property.
- Rights of way across the property (other than public rights of way).
- Pipes, wires or cables crossing the property, whether on the surface, below it or at high level.
- Rights of light.
- Rights of support from adjoining properties.

5.2 RIGHTS AND INTERESTS THAT ARE VERY RARELY ENCOUNTERED (BUT STILL NEED TO BE DISCLOSED)

- Other people’s rights to take things from the land (such as timber, hay or fish).
- Customary rights (rights deriving from local traditions).
- Other people’s rights to mines and minerals under the land.
- Franchises (such as the right to hold a fair).
- Manorial rights.
- A right to rent which was reserved to the Crown on the granting of a freehold estate.
- Any rights relating to embankments or sea or river walls.
- Any rights to payments in lieu of tithe (usually called corn rents).
- Chancel repair liability

Please complete and return the enclosed form to us. If you are uncertain as to whether any Unregistered Rights exist or need to be disclosed, please speak to us before completing and returning the form.



SECTION 6: PROCEDURE ON SIGNING AND WITNESSING LEGAL DOCUMENT(S)

Please sign the enclosed document(s) using your normal signature where your pencilled initials appear.

The document(s) must be signed by you in the **presence** (they must see you sign) of an independent witness (the witness must not be a relative, someone under 18 or a party to the transaction). The witness must then sign his or her name and write (so it can be clearly read) their full name in **BLOCK CAPITALS**, their address and their occupation, in the space indicated.

Once signed would you please return the document(s) as soon as possible **WITHOUT** dating the same. If you date the legal documents, this will invalidate the document(s).



PLEASE NOTE where there are two (or more) clients, each client signature needs to be witnessed separately – it does not have to be the same witness for each signature.

SIGNED AS A DEED BY:

CLIENT NAME(Client signs here).....

IN THE PRESENCE OF:

WITNESS SIGNATURE:(Witness signs here).....

WITNESS NAME (BLOCK CAPITALS):(Witness full name in capitals here).....

WITNESS ADDRESS:(Witness full address including postcode here).....

WITNESS OCCUPATION:(Witness occupation here).....





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