

Law Society Property Information Form (TA6) Explanatory Notes for Sellers and Buyers

Introduction

The Law Society Property Information Form (TA6) is designed to be capable of being completed without reference to any other material. However, some of the questions deal with legal concepts and other matters that might benefit from some additional explanation.

These notes have been prepared to help sellers to understand the information that is being requested. In some cases, examples of what might be included in the answer to the question are provided. Occasionally buyers may find the notes helpful. They are intended to be reference material rather than for use on every transaction.

Please note that while care has been taken in the preparation of the TA6 form and these notes, the Law Society will not accept any legal liability in relation to them. If you have any queries, you should discuss these with your solicitor.

Some answers may result in further questions being asked.

Sellers

If you are a seller you should read the Instructions to Sellers at the beginning of the Law Society Property Information Form (TA6). As it says in those instructions you should respond to the questions from your own knowledge. You are not expected to have expert knowledge of legal or technical matters or matters that occurred prior to your ownership of the property.

If you do not know the answer to any question, you must say so. If you are unsure of the meaning of any questions or answers, you should ask your solicitor. The Property Information Form (TA6) can be completed in full, in part or not at all. Omissions or delay in providing information may delay the sale.

If you later become aware of any information which would alter any replies you have given, you must inform your solicitor immediately. This is as important as giving the right answers in the first place. You should not change any arrangements concerning the property (such as a tenant or neighbour) without consulting your solicitor.

It is very important that the answers are accurate. If you give incorrect or incomplete information to the buyer (on the Property Information Form (TA6) in writing or in conversation, whether through your estate agent or solicitor or directly to the buyer), the buyer may be able to make a claim for compensation or refuse to complete the purchase.

You should give your solicitor any letters, agreements or other papers which help answer the questions. If you are aware of any which you are not supplying with the answers, you should tell your solicitor. If you indicate that some of the documentation is lost, you may need to obtain copies at your own expense. You should also pass to your solicitor any notices you have received concerning the property and which arrive any time before completion of the sale.

Buyers

If you are a buyer, you should read the Instructions to Buyers at the beginning of the Law Society Property Information Form (TA6).

If the seller gives you, separately from the Law Society Property Information Form (TA6), any information about the property (in writing or conversation, whether through an estate agent or solicitor or directly to you) on which you wish to rely when buying the property, you should tell your solicitor.

You are entitled to rely on the replies given to enquiries by the seller, but in relation to the physical condition of the property, the replies should not be treated as a substitute for undertaking a survey or making independent enquiries, which you are recommended to do.

The seller is only obliged to give answers based on their own knowledge. They may not know about legal or technical matters. You should not expect the seller to have knowledge of, or give information about, matters prior to their ownership of the property.

Sellers and buyers

Sellers and buyers should note that, whilst every effort is made to ensure the accuracy of the information given in these notes, its accuracy is not guaranteed, and it does not constitute legal advice and cannot be relied upon. The Law Society does not accept any responsibility for liabilities arising as a result of reliance upon the information given.

If you have any queries arising from the information contained in these notes, you should discuss these with your solicitor.

Section 1: Boundaries

The location and ownership of boundaries can cause arguments between neighbours.

This section aims to identify the broad extent of the property and set out who is responsible for the maintenance of the boundaries.

However, the issues arising from boundaries can be complex and if necessary, you should seek specialist advice.

Further information can be found from the Land Registry at

- <http://www.landregistry.gov.uk/public/guides/public-guide-19>
- <https://www.gov.uk/your-property-boundaries>
- <http://www.landregistry.gov.uk/professional/guides/practice-guide-40s3>

Question 1.1

This question aims to identify who is responsible for maintaining boundaries or boundary features. A boundary feature is a physical feature that separates property from a neighbouring property. Boundary features may be natural, such as hedges, or man-made, such as ditches, fences or walls.

Responsibility for maintaining boundaries or boundary features may not be apparent on viewing a property and this information may not be clear from the title information as registered at the Land Registry, or in the title deeds.

Maintenance responsibilities can be changed by steps taken by the seller or the owners of neighbouring property and may have changed during the time the seller has lived in the property.

Question 1.2

This question seeks to provide some further information about the location of the property boundaries where these are irregular.

Sellers should provide either a written description of who owns any irregular boundaries or a plan. Where a plan is provided, sellers should clearly mark the boundaries of the property on the plan.

Where property is registered at Land Registry, the property boundaries will be marked but not usually in an absolute way on the title plan. Most land in England and Wales is registered with what is known as 'general' boundaries. This means that the registered title is not conclusive and the boundaries on the title plan may not exactly match the physical boundary features at the property.

There may be land that is not shown within the boundaries of the property as shown on the registered title, but which the seller is nonetheless using. The seller may have acquired title to this land through 'adverse possession.' If this is the case, the buyer may wish to investigate whether they will also acquire title to that additional land.

Conversely, there may be land that lies within the boundaries of the property as shown on the registered title, but which is being used and occupied by people other than the seller. The buyer may wish to investigate whether the people who are using the land may have acquired rights to continue doing so through adverse possession or squatting.

Question 1.3

As set out above ownership of land and boundaries can be changed by steps taken by the seller or the owners of neighbouring property and may have changed during the time the seller has lived in the property.

This question aims to verify whether any boundary feature has been moved.

If any property boundary has been moved, sellers should provide details.

Information about the year when any change took place is significant.

Question 1.4

The seller should provide details of any adjacent land or property that has been purchased by the seller during the seller's ownership, including the dates of the sale.

Question 1.5

This question is to identify any part of the property that overhangs or projects under, the boundary of a neighbouring property or a road, for example cellars under the pavement, overhanging eaves or covered walkways.

Examples of property features that could be given in a reply to this question include:

- Canopies
- Overhanging eaves
- Flying freeholds
- Projecting signs
- Vaults beneath ground level

Question 1.6

This question aims to find out whether the seller has received any notices under the Party Wall etc. Act 1996.

If a boundary structure, such as a wall, is jointly used by the seller and a neighbouring property, it may be a party structure.

The Party Wall etc. Act 1996 prevents an owner carrying out work to a common structure, or excavation work near to the boundary, without giving notice to the neighbouring owner. If one owner does not comply with the legislation, any work done may have to be dismantled and the land restored to its former condition.

Notice must be given for any of the following works:

- The construction of a new wall over or up to the boundary
- Any work affecting an existing party structure
- Excavations within certain distance of neighbouring buildings

The seller should supply a copy of any notice received under the Party Wall etc. Act 1996 to the buyer.

The buyer should carefully check the terms of the notice and pay particular attention to any terms relating to costs, security or compensation.

Section 2: Disputes and complaints

This section aims to provide information about any existing disputes, or complaints or anything that could lead to a dispute in the future.

Question 2.1

The seller should provide information about any existing disputes. This could include the cause of the dispute (for example, complaints relating to noise) and any action taken to resolve matters.

The seller should also provide information about disputes that have arisen in the past.

Question 2.2

The seller should provide information about anything that could lead to a dispute in the future.

Section 3: Notices and Proposals

This section aims to provide information to the buyer about any notices or proposals that may affect the property. Some information may also be available from the search made of the local authority.

Question 3.1

The seller should provide copies of any letters or communications from neighbours, the local authority or government departments etc. which might affect the property.

Question 3.2

The seller should give details of any proposals to develop or change the use of nearby land or buildings.

Section 4: Alterations, planning and building control

This section is designed to establish, where any alterations or changes have been made to the property, that the works have the proper consents and approvals.

Question 4.1

The seller should provide copies of planning permissions, Building Regulations approvals and completion certificates.

Completion certificates demonstrate that work was carried out in accordance with Building Regulations requirements

If the work is self-certified by a member of a Competent Persons Scheme, their certification should be supplied. Some examples of Competent Persons Schemes include FENSA, Stroma and APHC.

Further information about Competent Persons Schemes can be found at:
<https://www.gov.uk/building-regulations-competent-person-schemes/overview>

If copies of planning permissions, Building Regulations approvals and completion certificates are not available because planning permission or Building Regulations approval was not needed, the seller should explain why this was not required.

Question 4.1(a)

The seller should specify details of all building works carried out; including the date the work was completed.

Question 4.1(b)

The seller should provide details of any change of use at the property, including the date that this occurred.

Question 4.1(c)

The seller should specify details of all installation works carried out, including the date the work was completed.

Question 4.1 (d)

The seller should specify whether a conservatory has been added and the date the construction was completed.

Question 4.2, 4.3 and 4.4

Any of the works referred to in these three questions might be regarded as 'concealed development' if it does not have the required permissions or consents. If there is 'concealed development' enforcement action may be taken by the Local Authority at some point in the future.

Question 4.2

The seller should give details of any building or alteration work that does not have the necessary consents or permissions.

Question 4.3

The seller should give details of all unfinished building and alteration work.

Question 4.4

The seller should give details of work that does not comply with planning permission, Building Regulations consent conditions, unfinished work or work that does not have the necessary consents. Where possible, they should explain why the work does not comply.

Question 4.5

If works are not yet completed or have only recently been completed the seller may still be waiting for the required documentation, or there may be conditions that still have yet to be met. If the seller is aware of matters outstanding, he should refer to these here.

Question 4.6

The seller should state whether solar panels have been installed at the property and whether they are owned outright by the seller or leased.

Whether the panels are owned or leased, or if a lease of the air space has been granted may have an impact on mortgage lending.

For further information see <https://www.cml.org.uk/lenders-handbook/solar-panels-and-the-lenders-handbook/>

Solar photovoltaic panels - leases of roof space

The Department of Energy and Climate Change, via the Energy Act 2008, introduced a system of Feed In Tariffs (FITs) to incentivise small-scale low carbon electrical generation. These FITs intend to incentivise the generation of heat from renewable sources on all scales.

FITs went live on 1 April 2010. Since then, a market of solar photovoltaic panel providers has emerged, offering free installation of solar panels onto roofs of residential housing in the United Kingdom. The providers receive a FIT payment, and those who have the solar panels installed, receive free electricity generated by the panels. Providers have settled on the use of a lease of airspace above the roof to protect their interest (they retain ownership of the solar panels).

CML and BSA have produced [joint guidance](#) for providers on what lenders will typically seek comfort on before consenting to the lease of roof space. The guidance includes a [template letter](#) which can be used by the panel providers to confirm to lenders that their lease complies with the minimum requirements set out in the guidance. At this stage, the guidance applies to Northern Ireland, England and Wales only, however guidance for Scotland will be considered.

Please note that this is guidance and as such, it is issued to inform the market of typical lender requirements. Given the complexity and variation of solar (PV) schemes and leases it cannot cover all issues but sets out areas where lenders may have minimum requirements. As with all guidance, it will be reviewed regularly.

NB: We are aware that some leases are being described as 'CML approved'. CML does not 'approve' solar (PV) leases, as the decision to consent to a solar (PV) lease is entirely up to the individual lender.

Question 4.7

Question 4.7 (a) – listed buildings

Listed buildings are buildings of special architectural or historical interest. Properties can be listed as Grade I, Grade II* or Grade II.

If a property is listed, listed building consent will be required in order to make any changes to the property.

There are no time limits for enforcement action where there has been a breach of listed building control. Enforcement action can be taken against the owner of the property, irrespective of whether that person was the owner when the breach was committed.

Sellers and buyers in England can find out if a property is listed by searching the National Heritage List for England at <https://historicengland.org.uk/listing/the-list/>

Information about listed buildings in Wales:

<http://cadw.wales.gov.uk/historicenvironment/help-advice-and-grants/makingchanges/listedbuildconsent/?lang=en>

Question 4.7 (b) - conservation areas

Conservation areas are areas of special historical or architectural interest. Areas may be designated for conservation by local planning authorities. There are over 10,000 conservation areas in England and over 500 in Wales.

Properties that are situated in conservation areas may be subject to special planning controls. This means that consent may be required for work that would alter the appearance or character of the property, such as demolition, alterations and works to trees.

The seller and the buyer can find out whether the property is in a conservation area by contacting the relevant local authority.

Further information about conservation areas can be found at:

<https://historicengland.org.uk/listing/what-is-designation/local/conservation-areas/>

Question 4.8

Tree preservation orders (TPOs) protect trees that are desirable or useful in a local area. They are written orders made by a local planning authority.

It is an offence to cut down, top, lop, uproot, wilfully damage or wilfully destroy a protected tree without the planning authority's permission.

Sellers should supply copies of any tree preservation orders and local authority permissions for works, where relevant.

Section 5: Guarantees and warranties

This section provides information about any guarantees or warranties that relate to the property.

Question 5.1

Sellers should provide a copy of all available guarantees, warranties and supporting paperwork to the buyer.

Buyers should carefully check the terms and conditions of guarantees and warranties. Some guarantees and warranties only protect the person who had the work carried out. It may not be possible to transfer the benefits to the buyer. Some guarantees and warranties are not transferable at all. Others may only become transferable if a fee is paid for assignment or upon making a claim.

The company that has provided the guarantee may no longer exist. Buyers may wish to contact the company that gave the guarantee or warranty to establish whether that company is still trading and if so, whether the terms of the guarantee or warranty will apply to them. If the company is no longer trading the guarantee will almost certainly be worthless.

Question 5.2

Sellers should provide details of any claims made under a guarantee or warranty that relates to the property. This should include details of when the claim was made, what the claim was for, and any remedy provided.

Section 6: Insurance

This section aims to provide information about insurance taken out on the property.

Question 6.1

The seller should state whether or not they take out insurance on the property.

Question 6.2

If the seller does not insure the property, the seller should explain why not.

Question 6.3

If the property is a flat, the seller should state whether the landlord insures the building.

Question 6.4

When the buyer is investigating the terms on which they could get insurance for the property if they bought it insurance companies may ask whether the existing insurance has been subject to high excesses, or premiums or unusual conditions.

However, the lack of information given by a seller should not affect the ability of a buyer to insure the property. The buyer will apply for insurance cover on the basis of their actual knowledge.

Question 6.5

The seller should provide details of any current insurance claim.

Section 7: Environmental matters

This section intends to provide information to buyers about environmental matters affecting the property.

Question 7.1

Flooding may take a variety of forms: It may be seasonal or irregular or simply a one-off occurrence. Further information about flooding can be found at:

www.gov.uk/government/organisations/department-for-environment-food-rural-affairs.

The flood risk check is at www.gov.uk/check-flood-risk.

Read our updated Flood Risk Practice Note at: <https://www.lawsociety.org.uk/support-services/advice/practice-notes/flood-risk/>

The most common types of flooding are:

- *Surface water flooding*, which occurs when heavy rainfall overwhelms the drainage capacity of an area.
- *Groundwater flooding*, which occurs when the water level in the ground rises above the surface level. This is most likely to occur in low lying areas underlain by permeable rocks.
- *River flooding*, which occurs when a watercourse cannot cope with the water draining into it from the surrounding land.
- *Coastal flooding*, which is caused when high tides or severe weather lead to sea defences being breached, flooding the surrounding land.
- *Sewer flooding*, which is caused when sewers overflow due to the amount of water travelling into them.

Buyers should be aware that flood risk may not be obvious - a property does not need to be close to a river, the sea or on low-lying ground to be at risk. Surface water flooding can occur in areas which have seen relatively little flooding in the past.

If the property has been affected by flooding, the seller should state which parts of the property were affected and when the flooding occurred.

Further information about obtaining flood insurance can be found at:

<http://www.defra.gov.uk/publications/2012/07/19/pb13082-flood-insurance/>

Question 7.2

Where flooding has occurred, the seller should state which type of flooding affected the property.

Question 7.3

The seller should state whether a Flood Risk Report has been prepared for the property and supply a copy of the Report.

Further information about Flood Risk Reports can be found at

www.gov.uk/government/organisations/environment-agency

Question 7.4

This question seeks to find out whether the property is affected by radon.

Radon is a naturally-occurring inert gas. It is a radioactive product of natural uranium which is present in all rocks and soils and enters property from the ground.

Anyone can find out if a property is in a radon Affected Area by completing an [online search](#). The search will tell you the chance of that property having a high radon level.

Further information about radon and house sales can be found at:

<https://www.ukradon.org/information/housesales>

If you are buying in a radon Affected Area, you may want to consider the following points:

- Ask the current owners if they have completed a three-month radon test
- If so ask for a copy of the report
- If not, discuss a retention with your solicitor and test when you move in. See [Measuring Radon](#)

If you are selling in a radon Affected Area, you may want to consider the following points:

- If you have previously tested your property, find the result (Contact your test provider if necessary).
- If you have not tested, the new owner will be advised to do so when they move in
- You and your solicitor should be prepared to be asked about a retention.

Public Health England has published maps of radon-affected areas. Sellers and buyers can find out whether their property is in a radon-affected area by visiting:

<http://www.ukradon.org/article.php?key=indicativemap>

Sellers should supply a copy of any radon report and specify whether or not the test result was below the recommended action level of 200 Becquerels per cubic metre of indoor air.

Question 7.5

Where high levels of radon are present, property owners can install simple remedial measures to reduce radon levels.

Remedial measures can be 'basic' (typically a gas resistant membrane across the ground footprint of the property) or 'full' measures (such a fitted 'standby sump' that can be activated if needed, or provision for adding powered ventilation to suspended floors).

Building Regulations require that radon remedial measures are installed in all new buildings in high radon areas. Such measures must also be installed whenever existing buildings in high radon areas are extended.

Further advice on remedial measures and regulations for new buildings can be found at www.ukradon.org or by contacting Public Health England on 01235 822622.

Question 7.6

An Energy Performance Certificate (EPC) must be provided whenever a property is built, sold or rented.

An EPC rates the property's energy efficiency level from A (most efficient) to G (least efficient). An EPC is valid for 10 years

Sellers must supply a copy of the EPC for the property. If the property does not currently have an EPC, the seller should obtain one from an accredited assessor. Sellers can find details of accredited Domestic Energy Assessors at:
<https://www.epcregister.com/searchAssessor.html>

EPCs that are registered may be retrieved free of charge from the Energy Performance Certificate Register: <https://www.epcregister.com/home.html>

EPC's should reveal whether or not the property has a 'Green Deal'.

Question 7.7

This question is concerned with any Green Deal works that have been made to the property.

The Green Deal is a Government initiative designed to help homeowners increase the energy efficiency of their home. It allows homeowners to pay for some or all energy-saving improvements, such as loft insulation and cavity wall insulation, over a period of time through their electricity bill. The aim of the scheme is that repayments should cost no more than the savings expected from the resultant reduced energy use.

Buyers who are purchasing a property that has Green Deal works will need to make repayments for those improvements through their electricity bill.

The seller should provide details of all improvements financed through the Green Deal scheme. They should also provide the buyer with a copy of all relevant Green Deal documentation. Buyers should ask for this documentation if it is not provided. Further information about the Green Deal can be found at: www.gov.uk/green-deal-energy-saving-measures

Question 7.8

The seller should state whether the property is affected by Japanese knotweed. If you are unsure that Japanese knotweed exists above or below ground or whether it has previously been managed on the property, please indicate this as 'Not known'.

If No is chosen as an answer the seller **must be certain** that no rhizome (root) is present in the ground of the property, or within 3 metres of the property boundary even if there are no visible signs above ground. Herbicide-based treatment may not kill the below ground rhizome which may lead to new growth and the spread of the plant and rhizome.

Additionally, even if no above ground knotweed growth is visible, **do not** assume that physical excavation or remediation of Japanese knotweed rhizome (root) has or will result in complete eradication.

Excavation of Japanese knotweed rhizome (root) from a property can be an effective method of remediating the problem. However, removal of the rhizome from the soil can

be difficult to achieve as a thumb sized piece of rhizome can lead to new growth and the spread of the plant and rhizome.

Chemical (herbicide) control of Japanese knotweed requires several years of herbicide-based treatment before it can be controlled and managed successfully. Using the correct herbicide (e.g. glyphosate) this process may take between 3 and 7 years for most infestations of residential property.

A Japanese knotweed management plan can help to control the spread of Japanese knotweed and manage its regrowth.

Japanese knotweed management plans should provide a record of works carried out to control the Japanese knotweed. They can provide reassurance to mortgage lenders who may be concerned about the impact of Japanese knotweed on the value of the property. Ensure that all works are carried out by a reputable contractor who is able to indemnify the works through provision of an insurance-backed guarantee.

Sellers should provide a copy of any Japanese knotweed management plan to the buyer and evidence of insurance cover relating to the plan.

Section 8: Rights and informal arrangements

This section is designed to provide information about any rights or arrangements. Rights and arrangements may relate to access or shared use. They may also include leases for less than seven years, rights to mines and minerals, manorial rights, chancel repair and similar matters. If you are uncertain about whether a right or arrangement is covered by this question, please ask your solicitor.

Such rights and arrangements may have been created formally (by using a deed) or informally (by verbal agreement between property owners).

There may also be public rights affecting the property e.g. part of the property may be used by members of the public for 'access'.

Question 8.1

The seller should provide details of any obligation to contribute towards the cost of any jointly-used services. This may include information about the amount, the frequency of payments and who receives the payment.

Question 8.2

This question aims to identify any rights or arrangements that the property has over a neighbouring property. This may include rights of access, such as a road or footpath, or use of a shared driveway.

The seller should provide details of all such rights and arrangements.

Question 8.3

This question aims to give the buyer information about the rights of access to the property.

The seller should provide details of any steps taken by neighbours or others to prevent access to the property, or to complain about or demand payment for access to the property. This may include details of what action was taken, the reasons for access being denied and

any steps taken by the seller to resolve the situation.

The buyer may wish to ask their solicitor about information that the seller reveals in answer to this question.

Question 8.4 and 8.5

These questions aim to ascertain whether any of the specific rights or arrangements in sections 8.4 and 8.5 affect the property.

Some rights can affect land even if they are not registered at the Land Registry. These are called overriding interests. <http://www.landregistry.gov.uk/professional/guides/practice-guide-15>

Question 8.4

Does the seller know if any of the following rights benefit the property:

a) rights to light

Rights to light give home owners the right to natural light through defined apertures (e.g. through windows) on buildings on their land.

b) rights of support from adjoining properties

Rights of support are where one building or part of a building gives support to a neighbouring building or another part of the same building.

c) customary rights

Customary rights are rights that are enjoyed by the inhabitants of a local community as a result of tradition or custom.

Question 8.5

Does the seller know if any of the following arrangements affect the property:

a) Other people's rights to mines and minerals under the land.

This is a legal right retained by a former landowner to extract any mines or minerals beneath the ground.

b) chancel repair liability

Chancel repair liability is an obligation to repair or contribute to the cost of repairing the chancel of a parish church. A property does not have to be near to or within sight of a church for its owner to be liable to contribute to the repair of the chancel.

c) other people's rights to take things from the land, such as timber, hay or fish.

Question 8.6

The seller should provide details of any other rights or arrangements affecting the property, including any rights of way.

Questions 8.7-8.9

The seller should give details of any agreements or arrangements relating to drains, pipes or wires that cross a neighbouring property. This may include details of arrangements or permissions relating to having access to the neighbouring property for the purposes of maintenance.

Section 9: Parking

This question seeks to provide the buyer with information about the parking arrangements at the property.

Question 9.1

In some cases, the property information prepared by the estate agents may say that there are parking facilities, such as a garage, car port or driveway.

However, in other cases the parking arrangements will not be specified, and they may not be obvious from an inspection of the property.

Sellers should describe what the parking arrangements are. Examples of answers that could be given in reply to this question include:

- a. Garage
- b. Car port
- c. Driveway
- d. Allocated car parking space
- e. On-street parking

If a license or permit is required to park vehicles at the property, this should be stated in the answer to this question.

Question 9.2

A controlled parking zone (CPZ) is an area where there are restrictions on parking during certain times. These restrictions only apply to public roads. The hours when the parking restrictions are in operation will be shown on 'Controlled Zone' signs at the entrance to the CPZ.

A local authority parking scheme (such as a residents' parking scheme) is a scheme put in place by a council. Local authority parking schemes may require you to buy a permit in order to park in a designated zone.

The seller should state whether parking for the property is within a CPZ or local authority parking scheme.

Section 10: Other charges

This section aims to find out whether there are any charges, such as payments to a management company, affecting the property.

Question 10.1

Sellers should provide details of all such charges, including the cost and frequency of

payments required.

If the property is leasehold, details of lease expenses such as service charges and ground rent should be set out on the *Leasehold Information Form (TA7)*.

Section 11: Occupiers

This section relates to the rights of any occupiers who are currently living at the property and who may continue to remain in occupation on completion.

Question 11.1

The seller should specify whether or not they currently live at the property.

Question 11.2 and 11.3

Occupiers may have specific rights of occupation that need to be addressed (for example, a lease or licence). Some occupiers' rights may be protected.

The seller should say whether anyone else over the age of 17 lives at the property and give their full names. Occupiers may have rights to continue living at the property unless they agree to vacate the property before completion.

Question 11.4

The seller should say whether any of the occupiers referred to in question 10.3 are tenants or lodgers.

If the property is currently subject to a tenancy and is being sold with vacant possession, the tenancy will need to be terminated by serving the appropriate notice on the tenant. Sellers and buyers should speak to their solicitor where this applies.

Question 11.5

The seller should state whether or not the property will be vacant on completion (when the purchase money is paid and the title to the property passes from the seller to the buyer).

All adults living at the property must sign the sale contract to confirm that they will leave the property before completion. If they do not sign, they may have a right to continue living at the property after completion.

If occupiers aged 17 or over have not agreed to sign the sale contract, the seller should provide evidence to the buyer that the property will be vacant at completion. Where this is the case, buyers should speak to their solicitor.

Section 12: Services

This section is concerned with the services supplied to the property.

Question 12.1

The seller should state whether the whole or part of the electrical installation has been tested by an electrician who is qualified and registered with an approved body such as:

- Electrical Contractors' Association (ECA)
- National Association for Professional Inspectors and Testers (NAPIT)
- Ascertiva (formerly NICEIC)

The seller should also state the year the test was carried out and supply a copy of the test certificate.

Question 12.2 Electricity

From 1 January 2005, all electrical work must be carried out in accordance with Building Regulations.

All electrical installation and rewiring work must comply with the safety standards set out in the wiring regulations (BS7671).

In order to evidence compliance with requirements for electrical work carried out the seller should provide the Building Control Completion Certificate, the installer's Building Regulations Compliance Certificate or the BS7671 Electrical Safety Certificate.

The BS7671 Electrical Safety Certificate confirms that the installation and rewiring work has been completed in accordance with the safety standards set out in the Building Regulations.

The installer's Building Regulations Compliance Certificate confirms that the work was carried out in accordance with Building Regulations.

Since April 2013, the range of electrical installation work that is notifiable (requires certification of compliance with the Building Regulations) has been reduced, removing some work carried out in kitchens and outdoors.

See the government guidance on Electrical safety: Approved Document P here:

<https://www.gov.uk/government/publications/electrical-safety-approved-document-p>

Question 12.3 Central heating

The seller should state whether or not the property has central heating.

Question 12.3 (a)

The seller should specify what type of fuel the central heating system uses. Some examples include:

- Gas
- Electricity
- Heating oil
- Liquid petroleum gas (LPG)
- Coal
- Biomass

Question 12.3 (b)

Completion certificates are necessary to show that the installation of the central heating system was carried out in accordance with Building Regulations.

The Building Regulations say that any replacement or new gas fired boiler installed after 1st

April 2005 must be a condensing type boiler. However, a standard efficiency boiler may be installed in exceptional circumstances. If this is the case, a copy of the 'exceptional circumstances form' will usually be provided when the system is installed.

The seller should provide a copy of the completion certificate for the heating system, or a copy of the exceptional circumstances form, to the buyer before completion.

Question 12.3 (c)

The seller should state whether or not the heating system is in good working order.

Question 12.3 (d)

The seller should state the year that the heating system was last serviced and provide a copy of the inspection report.

Question 12.4

Foul water drainage drains the used water from toilets, sinks, baths, showers, washing machines and dishwashers.

Surface water drainage carries rainwater from hard surfaces. Gutters and rainwater pipes will carry the rainwater to the underground drainage pipes.

Question 12.5

(a) a septic tank

A septic tank is a tank buried in the ground that has an inflow of sewage from the house and an outflow from the tank. Septic tanks allow a safe disposal of wastewater and are popular in areas that have a poor drainage system or are off the mains sewage network. Treatment of sewage takes place by periodically removing bacteria and the settlement of solids.

You are an 'operator' of a septic tank if you:

- own property that uses a septic tank that discharges into a surface water
- share your tank with another property (e.g. a neighbour)
- are responsible for your tank under a written agreement (e.g. a tenancy).

The general binding rules set out the rules you must follow if your septic tank or small sewage discharge treatment plant releases (discharges) liquid to surface water.

You must use a small sewage treatment plant to treat the sewage if you're discharging to a watercourse such as a river or stream. A sewage treatment plant (also known as a package treatment plant) treats sewage to a higher standard than a septic tank.

Discharges from septic tanks directly to watercourses are not allowed under the general binding rules. If your septic tank discharges directly to a watercourse, you need to do one of the following as soon as possible:

- connect to mains sewer
- install a drainage field (also known as an infiltration system) so the septic tank can discharge to ground instead
- replace your septic tank with a small sewage treatment plant

The Environment Agency's guidance states that you must have plans in place to carry out this work within a reasonable timescale, typically 12 months.

If you are buying or selling a property with a septic tank that discharges directly to a watercourse, you should agree with the buyer or seller who will be responsible for the replacement or upgrade of the existing treatment system. You should agree this as a condition of sale.

See the Environment Agency's guidance on the general binding rules: small sewage discharge to a surface water here: <https://www.gov.uk/guidance/general-binding-rules-small-sewage-discharge-to-a-surface-water>

Under the Environmental Permitting (England and Wales) Regulations 2016, small domestic sewage discharges could qualify for an environmental permit or exemption to discharge liquid both to the ground or into surface waters (such as a ditch, stream, canal or river).

The Environment Agency controls whether you need a permit:
<https://www.gov.uk/guidance/discharges-to-surface-water-and-groundwater-environmental-permits>

You should contact the [Environment Agency](#) for guidance on a non-standard system.

The changes to septic tank/sewage treatment plant regulations came into effect in England on 1 January 2020. Failure to comply with the general binding rules can result in [sanctions by the Environment Agency](#).

Septic tanks in Wales

In Wales, no septic tanks are permitted to discharge to surface water. Although in England registration is not always required, if the property is in Wales you must have registered your septic tank or sewage treatment plant with [Natural Resources Wales](#) before 2020. Not registering a septic tank would be an offence under Regulation 38(1)(a) of the Environmental Permitting Regulations 2016 and the sanctions available would be a [warning letter, formal caution or prosecution](#). You will also require consent of discharge for any discharge to ground through a watercourse or drain field. See the Natural Resources Wales guidance on <https://naturalresources.wales/permits-and-permissions/water-discharges-and-septic-tanks/?lang=en#>

(b) a sewage treatment plant

Types of sewage treatment plant include infiltration systems, soakaways, package sewage treatment works.

(c) cesspool

A cesspool is a sealed tank used to collect sewage with no discharge to the environment. It has no outlet and requires regular emptying.

Question 12.6

Where there is a septic tank, sewage treatment plant or cesspool the seller should state whether this is shared with other properties, and if so, how many.

Question 12.7

Some drainage systems require regular emptying. Other drainage systems only need to be emptied occasionally.

The seller should state the year that the drainage system was last emptied.

Question 12.8

The seller should give the year that the sewage treatment plant was last serviced.

Question 12.9

The seller should state the year that the drainage system was installed.

Question 12.10

Where a septic tank, sewage treatment plant or cesspool is in place at the property, the seller should state whether any part of the system lies outside the boundary of the property. The seller should provide details of how access to the system is obtained and provide the buyer with plan showing the location of the system.

Specific information about permits and general binding rules can be found at: www.gov.uk/permits-you-need-for-septic-tanks

Section 13: Connection to utilities and services

This section aims to provide the buyer with details of who is currently supplying utilities and services to the property. The seller should state the name of the provider of each utility and service and state the location of the meter where applicable.

Section 14: Transaction information

This section deals with information that affects the sale of the property but which is not related to the property itself.

Question 14.1

This question is to establish whether or not the seller wishes to buy another property at the same time. This will enable the buyer to understand whether or not there is a linked chain of sales and purchases.

Question 14.2

The seller should set out any special requirements about a moving date so that this can be negotiated with the buyer if necessary.

Question 14.3

It is important for the buyer and the buyer's solicitors to know that the amount being paid for the property is enough to pay off outstanding mortgages. If there isn't enough it doesn't mean the sale cannot proceed but it may mean that some extra steps need to be taken.

Question 14.4

These sub-questions are designed to ensure that the seller agrees to leave the property in a clean and tidy condition.